

**TERMS AND CONDITIONS OF SUBSCRIPTION AND ACCESS TO BIZCHANNEL@CIMB (“TERMS”)****Important Notice**

Please read and understand the Terms before subscribing and/or accessing the BizChannel@CIMB. The Customer's subscription and access of the BizChannel@CIMB shall be subject to the Terms and all applicable terms and conditions relating to any online internet banking services provided by the Bank to the Customer via BizChannel@CIMB.

**1.0 Definitions and Interpretation****1.1 Definitions**

“Designated Account(s)”	means the account(s) designated by the Customer in the BizChannel@CIMB application form for access to the BizChannel@CIMB.
“Authorised Users”	means the person(s) authorised by the Customer to access the BizChannel@CIMB.
“Account”	means a savings or current account maintained with the Bank.
“Bank”	means CIMB Bank Berhad (Company No.13491-P) (“CIMB Bank”) and/or CIMB Islamic Bank Berhad (Company No. 671380-H) (“CIMB Islamic”) whichever is applicable.
“Business Day”	means a day in which the Bank is opened for banking business.
“Charges”	means all fees, taxes, commission, charges, costs and expenses required to be paid under the Terms by the Customer to the Bank from time to time.
“BizChannel@CIMB”	means the online internet banking services provided by the Bank from time to time which may be accessed by the Authorised Users and any other electronic means approved by the Bank.
“Customer”	means a person whose application for access of the BizChannel@CIMB has been approved by the Bank which expression shall include the Authorised Users.
“Debiting Account”	means the debiting account referred to in the BizChannel@CIMB registration form duly signed by the Customer.
“Instructions”	means any requests, authorisations, instructions, or communications, in whatever form or manner including but not limited to facsimile, letter and emails given or transmitted to the Bank via BizChannel@CIMB or otherwise.
“Loss”	means all or any direct or indirect loss or damage (financial or otherwise) of whatever nature, type and extent (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss of opportunity).
“Org ID”	means the unique identification code(s) assigned by the Bank for the Customer for the purposes of accessing the BizChannel@CIMB.
“Property Rights”	means any graphics, text, scripts, music, sound, photographs, images, art, video and other multimedia work or any combination thereof which is available on BizChannel@CIMB website and are at all times protected by

copyright, trade marks, service marks, patents and any other applicable intellectual property or proprietary rights.

"Security Codes"	means the Org ID, Token, User Pin, User ID and/or such other security codes or devices in relation to the access of the BizChannel@CIMB.
"Signatory"	means a person authorised by the Customer (whether alone or jointly with any other person) to give any Instructions and/or sign any document or agreement in respect of the BizChannel@CIMB.
"Terms"	means the terms and conditions of subscription and access of the BizChannel@CIMB including any amendments, variations or modifications from time to time imposed by the Bank.
"Token"	means a personal security device issued to each Authorised Users for the purposes of verifying and authenticating the identity of the Authorised Users so as to enable the Authorised Users to access the BizChannel@CIMB.
"Unauthorised Contents"	means any materials, data, communication and/or information which is/are illegal, unlawful or contrary to public or the Bank's interests including any abusive, defamatory, infringement of rights, criminal offence or civil liabilities, racism, promotion of hatred, pornography or pedophilia, or contains any viruses or deleterious files.
"User ID"	means the unique identification code(s) assigned by the Bank for the respective Authorised Users of the BizChannel@CIMB.
"User Pin"	means the unique personal identification number(s), code(s), word(s), depiction(s) or other identification (electronic or otherwise) assigned to the Authorised Users and includes any change thereof from time to time by the Authorised Users.

## 1.2 Interpretation

In the interpretation of the Terms:

- (a) words importing the singular shall include the plural and vice versa and words importing any gender shall include every gender.
- (b) the subtitle headings and the division of provisions into sections and clauses in these Terms are for ease of reference only and shall not be considered in the interpretation of the substantive provisions of these Terms.
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
- (d) any reference to a party in these Terms shall include a reference to his successors in subtitle and permitted assigns.

## 2.0 Access

2.1 The Customer shall solely be responsible to ensure that only the Authorised Users access the BizChannel@CIMB and comply with the Terms.

## 3.0 Unauthorised Contents

- 3.1 The Customer shall not, at any time attempt or assist, whether directly or otherwise, any person to transmit any Unauthorised Contents. If at any time the Customer is aware or suspect the occurrence of any of the aforesaid activities, the Customer shall notify the Bank immediately.
- 3.2 The Bank may but are not obliged to monitor, supervise or review the Customer's access of the BizChannel@CIMB. The Bank reserves the absolute right to edit or delete any Unauthorised Contents which violate any of the provisions in the Terms without notice and without any liability whatsoever to the Customer for doing so.
- 3.3 The Customer agrees that access of the BizChannel@CIMB shall at all times be in accordance with all legislations, laws and regulations governing the same.

#### **4.0 Property Rights**

- 4.1 The Customer hereby agrees that all the Property Rights in respect of the BizChannel@CIMB shall at all times be owned exclusively by the Bank or the relevant third party vendors, advertisers, affiliates or any other third persons, where applicable.
- 4.2 The Customer agrees that it shall not reproduce, copy, transmit, publish, perform, broadcast, adapt, store, distribute, disseminate, communicate, display, license, modify, edit, censor, alter, hyperlink or use in whole or in part in any manner the Property Rights without the Bank's prior express written consent or that of the relevant third party vendors, advertisers, affiliates or other third persons, where applicable, to the same. Further thereto, the Customer shall not insert a hyperlink on the BizChannel@CIMB website.

#### **5.0 Charges**

- 5.1 The Customer agrees to pay the Bank all Charges at such rates and on such terms as the Bank may stipulate from time to time in respect of the access of the BizChannel@CIMB.
- 5.2 The Customer agrees that such Charges may be deducted by the Bank from the Debiting Account and in the event that there are insufficient moneys in the Debiting Account, from any of the Accounts.
- 5.3 All payments payable to the Bank shall be made in the lawful currency of Malaysia.
- 5.4 The Bank reserves the right to impose the Charges in respect of the BizChannel@CIMB which the Bank has previously waived.

#### **6.0 Hyperlinks to Third Parties**

- 6.1 The Customer agrees that the BizChannel@CIMB website may contain hyperlinks to third parties' websites, which are not under the Bank's control. These hyperlinks are provided for the Customer reference only and do not represent in any way the Bank's endorsement, recommendation or sanction of the same. Accordingly, the Bank shall not be responsible or liable for the Customer's access of the same or any information or materials available therein. The Bank shall also not be responsible for any form of transmission or communication between the Customer and the said third parties or the Customer's participation or use of their information, materials, services or promotions. For this purpose, the Customer agrees to be solely responsible for the same or any portion thereof. Accordingly, the Customer is therefore advised to obtain independent professional advice at all times.

#### **7.0 Disclaimer**

- 7.1 All contents and information which are available on the BizChannel@CIMB website are provided on an "as is" and "as available" basis and not to be taken as investment, financial, commercial or business advice or recommendations. Such information and materials are provided for general

information only and the Customer should seek professional advice at all times and obtain independent verification of the information and materials contained before making any decision based on any such information or materials.

- 7.2 The Bank does not give any kind of warranty, whether express, implied or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement or freedom from viruses. The Bank also does not warrant that the BizChannel@CIMB website will meet the Customer's requirements, be uninterrupted, timely or secure. The Customer agrees that the Customer's access shall be at all times at the Customer's sole risk.
- 7.3 The Bank shall not, at any time whatsoever, be liable to the Customer or any other person for any Loss arising from any interruption or unavailability of the BizChannel@CIMB website or the access of the BizChannel@CIMB for whatever reason other than due to the Bank's own willful default.
- 7.4 While the Bank will make reasonable efforts to ensure that the information (including the product information, pricing and rates on their website) are accurate and current, there may be instances where inaccurate or incomplete information, pricing or rate is inadvertently displayed. In the event such information, pricing or rate is incorrect or incomplete, the Bank shall have the right at their sole and absolute discretion, to refuse avoid nullify and/or cancel any orders placed, services or any transaction effected under BizChannel@CIMB and any other transactions effected due to, arising from or as a consequence of the inaccurate or incomplete information. The Bank assumes no responsibility for any error or omission in the content of the said website, and expressly disclaims liability for any Loss incurred due to such errors, inaccuracy misstatements or omissions.

## **8.0 Instructions**

- 8.1 The Bank may treat and accept any or all Instructions received by them as Instructions properly authorised by the Customer. The Bank shall not be liable for any unauthorised or fraudulent Instructions received by the Bank. The Bank shall be under no obligation to check the authenticity of the Instructions or the authority of the person or persons giving them.
- 8.2 Where the Bank has reason to believe that an Instruction purporting to come from the Customer has not been properly authorised by the Customer or that a breach of security has occurred in relation to the Customer's access of BizChannel@CIMB, the Bank reserves the right not to act, or to delay acting on the Instructions without being liable to the Customer for any Loss for so doing.
- 8.3 The Customer is responsible for the accuracy, correctness, authenticity and completeness of the Instructions. The Bank is not liable for any Loss or delay resulting from any breach, non-compliance or non-observance of the foregoing.
- 8.4 Any Instructions given will be dealt with in the normal course of business. If Instructions are given at a time after the deadline set by the Bank for transactions for any particular day, the said Instructions may not be carried out until the next Business Day.
- 8.5 Any instructions or requests for change or variation of any particulars in the Application Form shall be in writing and in such manner as may be prescribed or agreed to by the Bank from time to time and shall be served on the Bank at least seven (7) working days.

## **9.0 Cancellation or Change of Instructions**

- 9.1 The Bank shall not be obliged to cancel or change any Instructions after the same have been transmitted to the Bank. The Bank shall use all reasonable efforts to act on such cancellation or change prior to the Bank's execution of such Instructions, but the Bank shall have no liability whatsoever if such cancellation, or change is not effected in time or could not be made. In the event that the Bank attempts to cancel or change any Instructions at the Customer's request, the Customer shall be liable to pay any and all costs and expenses which may be incurred by the Bank. For the avoidance of doubt, the Bank shall not be taken to have received or to have notice of any

cancellation or change until the Bank actually receives the notice of cancellation or change.

## **10.0 Exclusion of Liability**

10.1 The Bank shall not be liable for any Loss incurred or suffered by the Customer or any third party by reason or arising from:-

10.1.1 the Customer's inability to perform any of the transactions due to limits set by the Bank from time to time;

10.1.2 any error, alteration, destruction of the Instructions, data or information to or from the Bank or during the course of transmission through the BizChannel@CIMB;

10.1.3 any intrusion or attack by any person or party on any data, hardware, software or system used in relation to the BizChannel@CIMB or during the course of transmission through the BizChannel@CIMB, including but not limited to viruses, Trojan Horses, worms and/or macros or other harmful components or disabling devices that may suspend, disrupt or disable the BizChannel@CIMB or any part thereof or hijacking the data or any spoofing attack;

10.1.4 any restriction or prohibition on the access of the BizChannel@CIMB by any laws or regulations of any country from where the Customer access the BizChannel@CIMB;

10.1.5 the insufficiency of funds in any of the Customer's Account;

10.1.6 any default caused by internet browser providers or by internet service providers or their agents or sub-contractors;

10.1.7 any breakdown or malfunction of any equipment, system or software used in connection with the BizChannel@CIMB, whether belonging to the Bank or otherwise, including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, telecommunications or other communications network or system or any part of the electronic fund transfer system;

10.1.8 any use, misuse, purported use or misuse, loss, the theft or unauthorised use of any of the Security Codes and/or the purported use or misuse of the BizChannel@CIMB;

10.1.9 the Customer's failure to comply with the latest instructions, procedures and directions for access of the BizChannel@CIMB;

10.1.10 the corruption or loss of any data or instruction in the course of transmission thereof through the BizChannel@CIMB;

10.1.11 the funds in any of the Accounts are not available for utilization because it has been earmarked or provided to the Bank as security or the Bank is exercising its lien over the funds in the Accounts, or pursuant to the Bank's rights under the Bank's various standard terms and conditions governing various banking facilities and services prevailing from time to time;

10.1.12 any fraud, criminal act, offence or violation of any law or regulation has been or will be committed;

10.1.13 any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access in connection with the Customer's accessing the BizChannel@CIMB website even if the Bank had been advised as to the possibility;

10.1.14 any delay or failure by the Bank and/or its agent(s) in performing any of its duties in accordance with the Terms; or

10.1.15 any action taken by the Bank pursuant to the Terms deemed as appropriate by the Bank at its sole or absolute discretion.

## **11.0 General Indemnity**

11.1 In addition and without prejudice to any of the other rights or remedies of the Bank, the Customer undertakes to indemnify and hold the Bank harmless from and against any and all Loss suffered or incurred by the Bank, as a result of any of the following:

11.1.1 any failure by the Customer to comply with the Terms; and/or

11.1.2 the Bank acting in accordance with any Instructions or in any manner permitted under the Terms.

11.2 The Customer hereby agrees and acknowledges that the Customer's undertaking to indemnify the Bank shall survive any termination hereof.

## **12.0 Termination**

12.1 The Customer agrees and acknowledges that the Bank reserves the sole right and discretion to suspend, terminate, withdraw or restrict, without any liability whatsoever, the access to all or any part of the BizChannel@CIMB without having to attribute any reasons by giving not less than fourteen (14) days prior notice to the Customer.

12.2 Notwithstanding Clause 12.1, the Bank may immediately terminate, suspend or restrict the Customer's access to the BizChannel@CIMB if:

12.2.1 the Customer breaches or fails to observe any provision of the Terms or where the provision of the BizChannel@CIMB shall be contrary or prohibited by law or regulatory authority or body;

12.2.2 the Customer's fails to pay any Charges or fees when due;

12.2.3 the Customer has provided the Bank with false or incomplete information;

12.2.4 the Customer becomes or threatens to become or is in jeopardy of becoming subject to any form of insolvency administration;

12.2.5 in the Bank's opinion, it is in the public interest to do so; or

12.2.6 there are any directions or instructions from Bank Negara Malaysia or any other relevant authorities to us to discontinue the BizChannel@CIMB or the Customer's access to the BizChannel@CIMB.

12.3 Notwithstanding any provisions in this Clause 12, the Customer acknowledges and agrees that the Bank is entitled to terminate or suspend the Customer's use and access to the BizChannel@CIMB without further notice to the Customer in the event that the Customer fails to use or access the BizChannel@CIMB for a consecutive period of 60 days or such other period as may be stipulated and notified by the Bank.

12.4 The Customer may terminate its access to the BizChannel@CIMB without assigning any reasons whatsoever by giving us at least fourteen (14) days prior written notice. The termination will not be effective until the Bank has received from the Signatory or the Customer a notice of termination.

- 12.5 The Customer agrees and acknowledges that the termination does not affect the Customer's liability or obligation in respect of the Instructions received by the Bank prior to such termination that have been processed or are being processed by the Bank.
- 12.6 The Customer further agrees and acknowledges that where an Instruction has been received by the Bank prior to such notice of termination but has not been processed, and the Customer's access to the BizChannel@CIMB is thereafter terminated, the Bank shall not be responsible nor liable for any failure to process the said Instruction.
- 12.7 Any rights and obligations under the Terms, which by their terms would survive the termination, shall continue to be in full force and effect.
- 12.8 Upon termination the Customer undertakes to return to the Bank within fourteen (14) days of the effective termination date, all Security Codes that may have been issued to the Customer in respect of the BizChannel@CIMB.

### **13.0 Variation**

- 13.1 The Bank reserves the right to change, modify, delete, amend, add or vary the Terms which shall be binding on the Customer.

### **14.0 Notices**

- 14.1 Unless otherwise specified, all notices and communications by us in relation to the BizChannel@CIMB may be given in any one of the following manners:
- 14.1.1 by ordinary post to the Customer's last address in the Bank's records and deemed received two (2) days after posting;
  - 14.1.2 by facsimile, email or other forms of instantaneous communication to the Customer's last known contact number or email address in the Bank's records and deemed received twenty four (24) hours after sending;
  - 14.1.3 by display at the Bank's premises, including the Bank's branches and deemed effective upon the display being made; and/or
  - 14.1.4 by display on the screen upon access to the BizChannel@CIMB website and deemed effective upon the display being made.
- 14.2 Unless otherwise specified, all notices and communications to the Bank shall be in writing and signed by the Customer and sent to the Bank's address as may be notified to the Customer from time to time and all notices from the Customer shall take effect only upon us receiving the same.

### **15.0 International Use**

- 15.1 The Customer agrees and acknowledges that the access to the BizChannel@CIMB from outside of Malaysia may be subject to, among others:
- 15.1.1 exchange control regulations of Bank Negara Malaysia;
  - 15.1.2 other fiscal or exchange control requirements of the country where the transaction is effected or requested; or
  - 15.1.3 other relevant laws and regulations of Malaysia and the country where the transaction is effected or requested.

## **16.0 Disclosure and Confidentiality**

- 16.1 The Customer agrees that the Bank may without further consent from the Customer disclose any information, affairs and/or accounts including banks statements and any such related information in respect of the Customer, the Instructions and the Customer's subscription and access to the BizChannel@CIMB:-
- 16.1.1 to any of the Bank's related corporations, branches, affiliates, business partners and/or any other persons where the Bank deem disclosure necessary to give effect, complete, verify or restrict a transaction or Instruction;
  - 16.1.2 to Bank Negara Malaysia or other regulatory authorities in or outside Malaysia including court orders and requests;
  - 16.1.3 to protect and/or defend the Bank's rights and/or property;
  - 16.1.4 to protect the interests of the public including but not limited to the detection of crimes and the apprehension of criminals;
  - 16.1.5 where disclosure is required or permitted by laws; and
  - 16.1.6 to the service providers of the third party system integration with BizChannel@CIMB, as subscribed by the Customers.
- 16.2 Due to the nature of access via internet, the Customer agrees and acknowledges that the Bank does not guarantee or ensure and does not make any representations or warranties in respect of the confidentiality of the information and the Customer hereby agrees to accept the risk associated with the use of the internet medium including but not limited to the risk that all information transmitted through the BizChannel@CIMB may be accessed by unauthorised third parties and accordingly, the Customer agrees not to hold the Bank responsible or liable for any such unauthorised access.

## **17.0 Software and Hardware Upgrade**

- 17.1 If new or enhanced versions of any of the Security Codes necessary for the operation of the BizChannel@CIMB are available or developed, the Bank reserves the right not to continue with the use of the previous Security Codes. In the event that the Customer fails to upgrade or use the enhanced version of the Security Codes as required by the Bank, the Bank may, in its sole and absolute discretion, reject the Customer's Instructions and forthwith terminate the Customer's access to the BizChannel@CIMB without being liable to the Customer.
- 17.2 The Bank hereby reserves the right to change the type or versions or specifications of any of the Security Codes, hardware or equipment that the Customer may be required to access the BizChannel@CIMB and in the event that the Customer is not able to meet such requirements, the Bank may reject the Customer's Instructions and forthwith terminate the Customer's access to the BizChannel@CIMB without being liable to the Customer.

## **18.0 Force Majeure**

- 18.1 In the event that the Bank is unable to observe or perform the Terms, whether in whole or in part, by reason of causes beyond its control including (but not limited to) equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of God, acts of terrorism, war (declared or undeclared), accidents, epidemics, strikes, floods, sanctions, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of the Malaysian Government or as a result of any international or supranational sanctions, or by any other causes which it cannot reasonably be expected to avoid, the performance of the Bank's obligations under the Terms as they are affected by such causes shall be excused for the duration of the abovementioned disabling



events. Further, the Bank shall not be liable for any Loss or delay or inconvenience whatsoever and howsoever caused or arising from or in connection with any of the abovementioned disabling events.

## **19.0 Evidence**

- 19.1 The Customer agrees not to dispute the validity, accuracy or authenticity of any evidence of the Instructions and communications transmitted electronically between the parties, including such evidence in the form of the Bank's computer records or transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of information storage.
- 19.2 Except in the event of manifest error or fraud, the Customer agrees to refer to and to treat all such records or transaction logs, magnetic tapes, cartridges, computer printouts, copies or other form of information storage as conclusive evidence of all of the Instructions and other communications received or sent by the Bank. The Customer further agrees that all such records shall be binding upon the Customer and that the Customer will not be entitled to dispute the validity or authenticity of the same.
- 19.3 All such Instructions and communications that meet the operating standards and requirements of the Bank shall be deemed to be as good as, and given the same effect as, written and/or signed documentary communications.

## **20.0 Security Codes**

- 20.1 The Bank hereby reserves the right to issue any combination of letters and/or numerals for any of the Security Codes as the Bank thinks fit. The Security Codes once issued shall not be subject to any change by the Customer unless agreed to by the Bank.
- 20.2 The Customer shall solely be responsible for keeping the confidentiality of all the Security Codes which have been issued to the Customer in order to enable the Customer to access the BizChannel@CIMB and the Customer shall be solely responsible for all Instructions effected (whether authorised or otherwise) through the use of such Security Codes.
- 20.3 The Customer shall ensure that the Signatory and the Authorised Users take all precautions necessary to safeguard the Security Codes. The Customer shall not disclose the aforesaid to any unauthorised person(s) or the staff of the Bank and shall keep it confidential at all times. The Customer shall change the relevant Security Codes regularly and in particular, if the same has been disclosed to or discovered by any party. The Customer shall ensure that the Signatory and the Authorised Users memorize the Security Codes promptly upon receipt and thereafter destroying the document(s). The Customer shall inform the Bank immediately if there is any suspicion that any unauthorised person(s) has knowledge of the Security Codes, so as to prevent the fraudulent or unauthorised use of the Accounts and/or the BizChannel@CIMB.
- 20.4 The Bank shall be entitled at its sole and absolute discretion, to de-activate or revoke the Security Codes without assigning any reason and/or without prior notice to the Customer. The Bank shall also be entitled to de-activate or revoke the Customer's access of the BizChannel@CIMB if the BizChannel@CIMB cannot be lawfully accessed after a number of attempts have been made using the Security Codes.
- 20.5 The Customer will continue to be liable for any and all unauthorised Instructions and shall not dispute them until the Bank has taken the necessary steps, in accordance with its prevailing practice to prevent any Instructions from being effected through the use of such Security Codes.
- 20.6 The Customer shall be solely responsible for the maintenance and operation of the Security Codes as all other equipment or other software necessary for accessing the BizChannel@CIMB. The Bank makes no warranties, whether express or implied, that any or all of the Security Codes is merchantable or will be suitable for the Customer's computer system and/or software or is fit for any

other purpose whatsoever or is free of errors.

- 20.7 The Customer agrees to take all necessary precautions to prevent the loss, theft or unauthorised use of the Security Codes and not to part possession with it.
- 20.8 The Bank shall, at its sole and absolute discretion, be entitled to de-activate or revoke the use of the Security Codes or deactivate the BizChannel@CIMB in relation to the Customer, the Authorised Users and/or any Signatory at any time without assigning any reason whatsoever and without prior notice. The Bank may recall any of the Security Codes at any time and may (but shall not be obliged to) re-issue a new Security Codes without assigning any reason and without any liability on the Bank for any loss whatsoever.
- 20.9 The Bank may send any of the Security Codes via ordinary post or such other means as the Bank may, in its sole and absolute discretion deem fit. For the avoidance of doubt, the Customer shall not hold the Bank responsible or liable in the event that the Security Codes fails to reach the Customer, the Authorised Users and/or the Signatory after despatch or if the same is lost, delayed or stolen whilst in transit.
- 20.10 The Bank reserves the right to impose a fee for any issuance and/or replacement of the Security Codes.
- 20.11 The Customer hereby agrees to indemnify the Bank in full from and against any claims, demands, actions and proceedings which may be made against the Bank and any damage, liability, loss and expense including legal cost on a full indemnity basis which the Bank may incur or suffer directly or indirectly arising from or in connection with the use of the Security Codes with or without the Customer's authority or as a result of negligence, misconduct or breach by the Customer, the Authorised Users and/or the Signatory.
- 20.12 The Bank may issue to any Signatory one (1) or more Security Codes whether in respect of any Accounts and/or for the purposes of enabling the Customer to utilize the BizChannel@CIMB. The Security Codes shall remain the sole and exclusive property of the Bank and shall be returned to the Bank on demand.
- 20.13 The Security Codes may be used as the Bank thinks fit to initiate, effect, perform and/or dispatch:
- 20.13.1 any deposit, payment, withdrawal, transfer or other transaction on any Accounts;
  - 20.13.2 any communication with the Bank or such other persons as may be acceptable to the Bank or such other persons;
  - 20.13.3 any of the Instructions;
  - 20.13.4 access and obtain information as may be permitted by the Bank (whether relating to the Accounts or the BizChannel@CIMB); and
  - 20.13.5 to effect any transaction with the Bank as the Bank may allow,
- subject to the Terms and to such other restrictions and limitations as the Bank, in its sole and absolute discretion, deem fit.
- 20.14 The Customer shall procure that all Security Codes issued to the Signatory and/or the Authorised Users shall be returned immediately to the Bank upon the termination of the BizChannel@CIMB;

## **21.0 Rates**

- 21.1 Foreign exchange rates and such other rates and information, including but not limited to news and reports on such rates or information made available under the BizChannel@CIMB are only

indicative of the actual rates, quotes or information and are subject to change without prior notice.

- 21.2 The Customer hereby agrees that the Customer will bear sole responsibility for any and all loss and damage arising from or in relation to the Customer's reliance on such news and reports in making decisions to undertake any transactions through the BizChannel@CIMB.

## **22.0 Currency Exchange Indemnity**

- 22.1 The Customer hereby agrees that any conversion from one currency into another in connection with the BizChannel@CIMB shall be effected in such manner as the Bank may in its sole and absolute discretion deem fit and at the Bank's then prevailing rate of exchange. The Customer further agrees that any loss, cost, charge and risk resulting from the conversion of one currency into another in connection with the BizChannel@CIMB shall be borne solely by the Customer and the Customer hereby authorises the Bank to debit any such loss, cost or charge to any of the Customer's accounts (whether linked to BizChannel@CIMB) with the Bank.
- 22.2 In the event that the Accounts does not have sufficient funds to pay for any transactions in full, the Bank reserves the right to liquidate any of the Customer's foreign exchange positions and cancel the transaction and the Customer shall be liable for any and all Loss (including but not limited to foreign exchange loss), Charges (including replacement fees) may be incurred thereby.
- 22.3 Any amount received or recovered by the Bank in respect of any sum due to it from the Customer under this Terms in a currency ("Foreign Currency") other than the specified Currency ("Contractual Currency") for any transaction shall only constitute a discharge to the Customer to the extent of the amount in the Contractual Currency which the Bank is able, in accordance with its usual practice, to purchase with the amount so received or recovered in the Foreign Currency on the date of such receipt or recovery (or, if it is not practicable to make such purchase on such date, on the first date on which it is practicable to do so). If that amount in the Foreign Currency is less than the amount in the Contractual Currency due to the Bank under this Terms, the Customer shall indemnify the Bank from and against any and all loss that may be sustained by the Bank.

## **23.0 Miscellaneous**

- 23.1 If any provision contained in the Terms is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Terms shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provision shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.
- 23.2 The Bank's rights under the Terms: (a) may be exercised as often as necessary; (b) are cumulative and not exclusive of any other rights under any applicable law; and (c) may be waived only in writing and specifically. Any delay in the exercise or non-exercise of any such right is not a waiver of that right.
- 23.3 In the event that the Bank fails or neglects to enforce any provision or remedy under the Terms for whatever reason(s), the Bank shall neither be construed as having waived its rights to enforce the same nor as having waived its rights to any continuing, succeeding or subsequent breach of the same or any other provision in the Terms.
- 23.4 The Customer may not assign any right or benefit under the Terms without the Bank's prior written consent.

## **24.0 Right to Debit**

- 24.1 The Customer hereby authorises and consents to: (a) CIMB Bank to debit its accounts at the instructions of CIMB Islamic and to remit the moneys to CIMB Islamic for payment of any of the Charges in respect of any the banking services provided by CIMB Islamic; and (b) CIMB Islamic to

debit its accounts at the instructions of CIMB Bank and to remit the moneys to CIMB Bank for payment of any of the Charges in respect of any banking services provided by CIMB Bank.

## **25.0 Privacy Clause**

25.1 The Customer hereby irrevocably consents and authorises, and confirms that it has duly obtained its directors, shareholders, officers, guarantors and/or such other relevant persons consent and authority, for the Bank to:

- i. be provided information (inclusive of relevant personal information of the said directors, shareholders, officers, guarantors and/or relevant persons) as may be required by the Bank for use in accordance with relevant terms and conditions and for the purpose of the grant and continued maintenance of the facility/account;
- ii. carry out the necessary reference checks including but not limited to credit reference/reporting checks to further ascertain the status of the Customer and its subsidiaries, directors, shareholders, officers, guarantors and/or such other relevant persons;
- iii. disclose the said directors, shareholders, officers, guarantors and/or relevant persons personal information to the classes of parties described in the CIMB Group Privacy Notice (which is available at [www.cimbbank.com.my](http://www.cimbbank.com.my) and [www.cimbislamic.com](http://www.cimbislamic.com)); and
- iv. provide the said directors, shareholders, officers, guarantors and/or relevant persons with information on the Bank's products, services and/or offers (inclusive of the products, services and offers of entities within the CIMB Group) which may be of interest and / or financial benefit to them,

at the Bank's sole discretion, without further reference to the Customer, its subsidiaries, the directors, its shareholders, officers, guarantors and/or relevant persons. The Customer agrees to undertake the responsibility to update the Bank in writing should there be any change to the personal and financial information relating to the said directors, shareholders, officers, guarantors and/or relevant persons. Should the said consent and/or authority be subsequently revoked by any of the said directors, its shareholders, officers, guarantors and/or relevant persons, the Customer agrees that the Bank shall have the right to terminate this facility/close the account.

This clause shall be without prejudice to any other clause in the Terms which provides for the disclosure of information.

## **26.0 Third party system integration with BizChannel@CIMB**

26.1 The Customer hereby agrees that it shall not hold the Bank or its officers liable or responsible for any loss or damage in relation to any error or default of any third party system integration with BizChannel@CIMB as subscribed by the Customer including but not limited to any error or default on the part of the third party or error or default in connectivity or data accuracy, completeness or authenticity. The Customer agrees that in the event any of the services cannot be carried out or performed due to the aforesaid, the Bank is not under any obligation to rectify or perform or provide alternative modes or channel in respect of the aforesaid services. The Bank is under no obligation to ensure that any third party system integration is free from viruses or defects.

## **27.0 TAX**

(a) If the Bank is required to make any payment on account of tax or otherwise on or in relation to any amount paid, transferred or received, or payable, transferable or receivable, pursuant to the Banking Services or any liability in respect of any such payment is asserted, imposed, levied or assessed against the Bank, the Applicant shall, to the extent that such payment or liability or a part thereof is in the Bank's opinion referable to the Applicant, promptly indemnify the Bank or the Bank on its written

demand against such payment or liability, together with any late payment charges, penalty, cost or expense payable or incurred in connection therewith.

- (b) The Applicant shall furnish the Bank, with such documents and other information as the Bank may require concerning the tax consequences of the Banking Services (including, without limitation, whether there may or will be any withholding of tax) or for the purpose of complying with tax laws in any applicable jurisdictions.
- (c) The Applicant shall continue to be bound by the provisions of this clause 32.0 despite the termination of the Banking Services.
- (d) If any payment to be made under this Terms is subject to the deduction or withholding of tax, the sum payable in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Bank receives and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

## **28.0 Governing Law & Jurisdiction**

28.1 The Customer agrees that the Terms shall, at all times, be governed by and construed in accordance with the laws of Malaysia. Further, the Customer agrees to submit and be subject to the exclusive jurisdiction of the Courts of Malaysia.

28.2 The Bank and/or its agent(s) are entitled to act in accordance with the laws, regulations or directives of authorities operating in various jurisdictions including but not limited to foreign exchange restrictions, prevention of money laundering, terrorist financing and/or imposition of sanctions on any persons or entities (and/or the beneficiaries) to whom financial and/or other services are provided (irrespective of whether the said laws, regulations and/or directives have any legal and binding effect on the Bank and/or its agent(s)). The Bank and/or its agent(s) may in its absolute discretion take any action which it considers appropriate in the light of all such laws, regulations or directives. Such action may include but is not limited to (i) the interception and investigation of any payment messages and other information or instructions sent to or by the Customer or on its behalf via the Bank's systems or its agent(s)' systems; and (ii) making further enquiries or requesting supporting document(s) from the Customer and/or any other persons or sources including for the verification of compliance with foreign exchange restrictions or as to whether the imposition of sanctions on any named entities or persons is actually or indeed applicable or referable to the Customer, payee, beneficiaries and/or any other persons connected to or involved in the relevant transaction effected via the Bank.

The Bank and/or its agent(s) reserves the right to reject, decline, suspend and/or withhold any transaction or funds at any point in time for the purpose of or in connection with the compliance of any laws, regulations or directives of authorities in any jurisdictions including but not limited to those relating to the compliance with foreign exchange restrictions, prevention of money laundering, terrorist financing and/or imposition of sanctions on any persons or entities. The Customer agrees not to hold the Bank and/or its agent(s) liable for any Loss suffered by the Customer and/or any other party arising out of the said rejection, decline, suspension and/or withholding.

28.3 The Customer shall ensure that it duly comply with the laws, regulations or directors of authorities operating in various jurisdiction which are applicable to it.

## **29.0 Bilingual**

29.1 The Terms is prepared in English and Malay. In the event of any inconsistencies or discrepancies in the interpretation or construction of the Terms between the English and Malay, the English version shall prevail.