

IMPORTANT NOTICE DATED: 14 July 2021

NOTICE OF AMENDMENTS TO SPEEDSEND TERMS AND CONDITIONS IN CIMB CLICKS.

We hereby give you notice that the terms and conditions governing CIMB Bank Berhad / CIMB Islamic Bank Berhad's remittance services in CIMB Clicks will be amended to take effect on 21st August 2021.

For easy reference, the amendments are set out in the table as highlighted below. Please note the Bank refers to CIMB Bank Berhad and/or CIMB Islamic Bank Berhad, as the case may be, being the bank providing the remittance service.

1. CIMB Clicks – SpeedSend Declaration

Clause No.	Current Clause	Clause No.	Amended Clause
	CIMB Bank Berhad / CIMB Islamic Bank Berhad (hereinafter referred to as "the Bank")		Removed
	CIMB Clicks – SpeedSend (Declaration)		Removed
	I hereby declare the following:		Removed
1	I hereby declare that I have read and understood the <u>terms</u> and conditions governing the service as set out herein and agree to comply with and be bound by the provisions of the said terms and conditions and any amendments to the same which the Bank may subsequently introduce.	1	Removed
2	I hereby declare and confirm that all the information provided by me herein is true and correct and in compliance with the Bank Negara Malaysia Foreign Exchange Notices made pursuant to the Financial Services Act 2013 and Islamic Financial Services Act 2013.	2	Removed
3	Without prejudice to the Bank's other rights of disclosure of information, I hereby agree and authorize the Bank to disclose any information about or with regard to my affairs and/or banking accounts to the receiving bank, any correspondent, agent, sub-agent or any other agency acting in relation to the Bank's execution of my instructions; to Bank Negara Malaysia or to any other party as authorized by law.	3	Removed
4	I hereby declare that if I am a resident, I shall only remit in foreign currency to another resident solely for education or employment overseas and if to my immediate family members (i.e. spouse, parents, siblings, children) for any purpose of payment.	4	Removed
5	I hereby declare that if I am a resident, with domestic borrowing in any financial institution in Malaysia, I shall only remit, transfer, or deal in foreign currency (with Ringgit conversion) for investment purpose, to myself or to another non-resident, of up to RM1 million equivalent in aggregate per calendar year.	5	Removed
6	I shall be fully responsible for any inaccurate, untrue or incomplete information provided by me herein and agree to indemnify the Bank against any and/or all loss, costs, expenses, damages, claims, demands, actions and/or proceedings, which may arise in consequence of the Bank's execution of my instructions.	6	Removed

7	I shall retain and submit the supporting documents evidencing my foreign exchange transaction for verification as part of the customer due diligence process upon request by the Bank. I understand that if I fail to furnish the supporting documents within [14] days, the Bank may reject, decline, suspend, block and/or withhold any transaction or accounts.	7	Removed
---	--	---	---------

2. CIMB Clicks – SpeedSend (Terms and Conditions)

Clause No.	Current Clause	Clause No.	Amended Clause
	Terms and Conditions of Send Money		CIMB Clicks - SpeedSend (Terms and Conditions)
	Not available		<p>The Applicant shall be subject to the following terms and conditions in relation to SpeedSend.</p> <p>“SpeedSend” means an electronic method of transferring funds utilized primarily for overseas wire transactions.</p> <p>“The Bank” means CIMB Bank Berhad [197201001799 (13491-P)] or CIMB Islamic Bank Berhad [200401032872 (671380-H)], as the case may be, being the licensed financial institution offering the SpeedSend.</p> <p>“Applicant” means the customer who elects to use SpeedSend service</p>
1	On behalf of the Applicant, the Bank shall be at liberty to appoint any correspondent, agent, sub-agent or other agency in effecting its Remittance To Account and Remittance In Cash in relation to this application.	1	On behalf of the Applicant, the Bank shall be at liberty to appoint any correspondent, agent, sub-agent, another bank, a clearing house, a payment clearing or settlement system or other payment intermediary (each a “ payment intermediary ”) in relation to the execution of the SpeedSend Remittance To Account or Remittance In Cash. Each payment intermediary may rely on the Applicant’s remittance instruction as if directed to it.
2	The Bank is providing the remittance service to the Applicant based on the Shariah concept of "Ujrah" which refers to payment of service fee in exchange for providing such remittance services. In addition, the Bank and the Applicant will enter into the Shariah contract of Bai al-Sarf for the exchange of the currencies. For more information on the Shariah principles, please visit our website at www.cimbislamic.com	2	The Bank is providing the remittance service to the Applicant based on the Shariah concept of "Ujrah" which refers to payment of service fee in exchange for providing such remittance services. In addition, the Bank and the Applicant will enter into the Shariah contract of Bai al-Sarf for the exchange of the currencies.
	Not available	3	Without prejudice to the Bank’s other rights of disclosure of information as contained in the terms and conditions of the Applicant’s account held with the Bank, the Applicant acknowledges the Bank reserves the right to transmit information pertaining to the transaction and consents to the Bank disclosing the Applicant’s details and/or information pertaining to the transaction to (i) the receiving beneficiary bank, (ii) any payment intermediary, (iii) the beneficiary(s), (iv) to Bank Negara Malaysia in accordance with Foreign Exchange Notice made pursuant to the Financial Services Act 2013/Islamic Financial Services Act

			2013 and the Central Bank of Malaysia Act 2009, and (v) to any authorities or other party as authorized by law
3	In executing the above, the Bank or any of its appointed correspondents or agents shall, in no case, be liable for any mutilation, interruption, omission, errors, delays or misinterpretation of the data or particulars of the remittance when received through wire, cable, telex or mail or through any other means. The Bank may send any message relative to this transfer in explicit language code or cipher as it deems fit.	4	The Bank or any of its appointed payment intermediary shall not be liable for any mutilation, interruption, omission, errors, delays or misinterpretation of the data or particulars of the remittance when received through wire, cable, telex or mail or through any other means unless due to their gross negligence or willful default. Bank will be the point of reference between the originating Bank and the receiving beneficiary bank.
4	The Bank or any of its appointed correspondents, agents or sub-agents shall not be liable for any damage, loss, expense or liability of any nature arising from any law, regulation, expense or liability of any nature arising from any law, sanction, regulation, order, decree, exchange restriction, act of god, act of government or international authority, de jure or de facto, legal constraint, war, terrorism or any blocked accounts or blocked funds arising from any of the foregoing, catastrophe, fire, flood, or electrical, computer, mechanical or telecommunication failure, failure of any agent or correspondent or unavailability of a payment system, or any cause beyond its control, and whether or not resulting from the Bank or any of its appointed correspondents, agents or sub-agents having acted on any instruction given by the Applicant/accountholder, the Bank or any of its appointed correspondents, agents or sub-agents failure to perform or delay in the performance of its obligation or any other act or omissions by the Bank or any of its appointed correspondents, agents or sub-agents	5	The Bank shall not be liable to the Applicant for any loss that the Applicant may incur or otherwise suffer, however arising or described and whatever the legal basis of the liability in connection with Bank's provision of the SpeedSend, unless the loss was caused by fraud, gross negligence or willful default on the Bank's part. The Bank shall not be liable for any indirect or consequential loss or loss of profit whether or not they were foreseeable.
6	The Applicant, hereby agree not to hold the Bank or any of its appointed correspondents, agents or sub-agents and/or any of its officers, servants or employees liable or responsible (i) for any delay, inability or failure for any reasons whatsoever, to effect the remittance or transfer of funds/monies or (ii) for any delay, inability or failure for any reasons whatsoever, in particular the crediting of making payments to the beneficiary(ies) or recipient(s).		No changes

7.	The Applicant, hereby consent to the Bank disclosing all information relating to the [*Customer/*Applicant], the remittance or the transfer of the funds/monies where required or permitted by laws or where required by regulatory authorities, courts or enforcement agencies or to the related corporations of the Bank or as the Bank may think fit.		No changes
8.	The applicant authorizes the Bank to disclose to companies within the group of the Bank and companies within the group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("Group companies") any information with regard to the Customer for such purposes as the Bank deems fit. Disclosure to Group Companies shall be for facilitating the operations, businesses, cross-selling and other purposes of the Bank and/or the Group Companies. Notwithstanding the generality of the foregoing, the Bank acknowledges that (i) it shall not disclose the Customer's information to the Group for purposes of cross-selling if such disclosure is objected to by the Customer; (ii) it shall only disclose the Customer's information (excluding information relating to the Customer's affairs or account) to third parties, including Group Companies for strategic alliances, marketing and promotional purposes, if the Customer has expressly consented to such disclosure		No changes
9.	The Bank or any of its appointed correspondents, agents or sub-agents reserves the right to transmit information pertaining to this transaction to the beneficiary solely based on the email address or any other means of communication as furnished by the application, and shall not be held responsible for the disclosure of such information to the wrong parties. The Bank or any of its omission , errors, delays or misinterpretation of the information in advising the beneficiary	9	The Bank reserves the right to transmit information pertaining to this transaction to the beneficiary solely based on the e-mail address or any other means of communication as furnished by the applicant, and shall not be held responsible for the disclosure of such information to the wrong parties. The Bank will not be responsible for any interruption, omission, errors, delays or misinterpretation of the information in advising the beneficiary.
10.	For Remittance In Cash instructions, the customer's copy of SpeedSend Send Money Form and identification card or passport of the sender will be the point of reference between the Originating Bank or any of its appointed correspondents, agents or sub-agents and the Receiving Bank or any of its appointed correspondents, agents or sub-agents.		No changes
11	For Remittance To Account instructions, the beneficiary's account number will be the point of reference between the Originating Bank or any of its appointed		No changes

	correspondents, agents or sub-agents and the Receiving Bank or any of its appointed correspondents, agents or sub-agents. If there is any unsuitability between beneficiary's account number and beneficiary's name, the beneficiary's account number prevails		
12	In addition to the remittance service charges applicable to each transaction, the prevailing exchange rate at the time the transaction is performed will be applied to convert the funds into the destination currency.		No changes
13	Payment of cash will be paid in the currency of the receiving country.		No changes
14	A request for a cancellation of the Remittance In Cash or Remittance to Account by the applicant, and the refund by the Bank or any of its appointed correspondents, agents or sub-agents as a result of this request, shall be made only at the Bank's sole option and be subject to the compliance of such Terms and Conditions as may, from time to time, be required by the Bank. The Bank is entitled to reimbursement for the expenses so incurred by itself and its or any of its appointed correspondents, agents or sub-agents. All service charges collected are not refundable.	14	Upon Applicant's written request, the Bank shall use reasonable efforts to cancel or stop the Remittance To Account or Remittance In Cash provided the Remittance To Account or Remittance In Cash has not been executed and subject to the Applicant's compliance of such prevailing conditions required by the Bank. A cancellation or other return of funds may involve a reverse currency conversion, and the Applicant shall bear any related loss, charges, costs and expenses of any kind resulting from such currency conversion.
15	Not available	15	The Bank is entitled to reimbursement and/or to immediately debit the Applicant's account stated in the online remittance application form, for any expenses incurred by itself and any payment intermediaries. All service charges collected are not refundable
16	Cancellation requests for SpeedSend transactions are allowed only during CIMB Bank Malaysia and CIMB Islamic Bank Malaysia operating hours and the prevailing exchange rate upon approval of request is taken for the refund		No changes
17	Applications and payment of cash to cash transaction on the same day are subject to the cut-off times related to the geographical location of the destination.		No changes
18	The Bank reserves the right to add, delete, alter and amend any of these Terms and Conditions at any time. Any change, including but not limited to the terms and conditions, would be communicated to the customer via adequate notices before the changes are introduced. The mode of notification could be in writing, displayed at the Bank's website, or any manner as the Bank deems fit.	18	These terms and conditions are subject to changes from time to time by the Bank by giving at least twenty-one (21) days' prior notice. Notice shall be communicated by posting a notice in the Bank's premises and website stating such changes and its effective date of change
19	The Applicant hereby confirmed and acknowledged that he/she is aware of and accepts the risk associated with the remittance or transfer of funds/monies where such remittance or transfer involves any sanctioned countries,		No changes

	sanctioned entities and/or sanctioned individuals by the United Nations, United States of America, the European Union and/or any other national, international or supranational sanctions		
	Not available	20	The Applicant shall be liable for Sales and Services Tax and/ or any taxes payable in connection with or arising out of the SpeedSend and these terms and conditions or any services in connection therewith
20	<p>PURPOSE OF PAYMENT</p> <p>1. For goods, please specify type of goods (and whether FOB/CIF).</p> <p>2. For services and investment income, please specify whether they relate to: i. Merchanting trade; ii. Freight (please specify mode of transport, whether by air/sea/other modes); iii. Takaful Contribution or Takaful Claim (whether for goods or others, please specify); iv. Personal travel (whether for business and official/pilgrimage and religious observances/medical); v. Passenger fares (please specify whether by air/sea/other modes); vi. Education (tuition & maintenance); vii. Profit & dividend (whether to related company/non-related company); viii. Profit on financings obligations (whether to related company/non-related company); ix. Other profit (whether profit on deposits/sukuk and notes/ Islamic money market); x. Other services transactions (please specify).</p> <p>3. For transfer, please specify details. 4. For capital transaction, please specify whether they relate to: i. Financing extended (whether on financings/trade bill/others to related company/non-related company); ii. Financing payment (whether on financings/trade bill/others to related company/non-related company); iii. Pre-financing payment (whether on financings/trade bill/others to related company/non-related company); iv. Equity investment abroad (whether existing entity/new entity to related company/non-related company); v. Portfolio investment (whether stock and shares/sukuk/money market/ government securities); vi. Purchase of real estate (whether in Malaysia/ abroad); vii. Placement of deposits with financial institutions abroad; viii. Purchase or liquidation of foreign-owned business in Malaysia; ix. Other services models (please specify).</p>		Removed
21	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 which relate to the prevention of money	21	The bank, payment intermediaries and receiving beneficiary bank are entitled to act in accordance with the laws, regulations, directives and orders (each " a regulation ") of various governmental, quasi-governmental and self-regulatory

<p>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 applicant or on its behalf via the Bank's systems or its agent(s)' systems; and (ii) making further enquiries from the applicant and/or any other persons or sources for verification as to whether the imposition of sanctions on any named entities or persons is actually or indeed applicable or referable to the applicant, payee, beneficiaries and/or any other persons connected to or involved in the relevant transaction effected via the Bank. In taking any action pursuant to the provisions herein contained, it is agreed that neither the Bank nor its agent shall be liable for any loss or damage (whether direct, indirect, special or consequential), loss of business or profits, or loss or damage of any nature suffered by the applicant and/or any other party arising out of (i) any delay or failure by the Bank and/or its agent(s) in performing any of its duties under the provisions herein ; or (ii) any action taken by the Bank pursuant to the provisions herein deemed as appropriate by the Bank (save and except where the same is caused or due to the Bank's wilful default or gross neglect). 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 relating to the prevention of money laundering, terrorist financing and/or imposition of sanctions on any persons or entities. The applicant agrees not to hold the Bank and/or its agent(s) liable for any loss or damage (whether direct, indirect, special or consequential), loss of business or profits, or loss or damage of any nature suffered by the applicant and/or any other party arising out of the said</p>	<p>authorities operating in various jurisdictions (each "an authority") and also to the respective policies and procedures (each "a policy") adopted by Bank, payment intermediaries and receiving beneficiary bank relating to, without limitation: anti-money laundering; counter-terrorism financing; security, diplomatic, trade, financial, economic and other embargoes and sanctions; court orders; investigations; taxes; transaction review and monitoring; and reporting requirements. The Bank, payment intermediary and receiving beneficiary bank may take any action which it considers appropriate in the light of all such regulations and policies including: (i) the interception and investigation of any payment messages and other information or instructions sent to or by the Applicant or on its behalf via the Bank systems or the payment intermediary systems; (ii) making further enquiries with the Applicant and/or the payee, recipient(s) and/or any other persons connected to or involved in the relevant Remittance To Account or Remittance In Cash; (iii) rejection, decline, suspension and/or withholding the Remittance To Account or Remittance In Cash and funds; (iv) restrain, deduct, impound and/or turn over to an authority, the Applicant's funds in respect of the Remittance To Account or Remittance In Cash; (v) report the Remittance To Account or Remittance In Cash, its details and those of the Applicant to one or more authorities; and (vi) take or forbear from taking any other action. In taking any action as aforesaid, the Applicant agrees that Bank, payment intermediaries and the receiving beneficiary bank shall not be liable for any loss or damage and the Applicant shall bear the risk of any delay and losses relating to any and all such actions or forbearance from action. The Bank, payment intermediaries and the receiving beneficiary bank may not be at liberty to disclose the reason and shall have no obligation to disclose the reason for such actions or forbearance from action immediately or at any time</p>
---	---

	rejection, decline, suspension and/or withholding		
	Not available	22	The Applicant is solely responsible to ensure that all information, supporting documents and/ or purpose of payment related to SpeedSend Remittance to Account or Remittance In Cash provided to the Bank are current, accurate and complete. The Applicant shall provide to the Bank immediately upon request on any information, supporting documents and/ or purpose of payment related to the SpeedSend. If the Applicant fails in providing or has provided the information, supporting documents and/ or purpose of payment that is not current, incorrect and incomplete to the Bank, the Bank reserves the right to reject, decline, suspend and/or withhold the transaction or funds related to the application and the Bank shall not be responsible to the Applicant for any loss and damage suffered or incurred in consequences of such failure.
	Not available	23	The Applicants must read and understand the Bank Negara Malaysia (BNM) Foreign Exchange Notice made pursuant to the Financial Services Act 2013 and Islamic Financial Services Act 2013 at BNM website at http://www.bnm.gov.my and to ensure all information provided by the Applicant and activities performed by the Applicant using the account(s) maintained with the Bank is in compliance with BNM Foreign Exchange Notice at all times.
	Not available	24	These terms and conditions are subject to and construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia and other relevant regulatory bodies to which Bank is subject.
25	For any enquiry pertaining to Remittance To Account or Remittance In Cash, please contact our CIMB Consumer Contact Centre at Tel No. 03-6204 7788 or write to: Customer Resolution Unit - CIMB Menara SBB 83 Medan Setia Satu, 50490 Bukit Damansara, Kuala Lumpur/ cru@cimb.com	25	For any enquiry pertaining to Remittance To Account or Remittance In Cash, the Applicant may visit the Bank's website at https://www.cimb.com.my . For feedback and/ or complaints related to Remittance To Account or Remittance In Cash, the Applicant may contact CIMB's Customer Resolution Unit bearing the following address, telephone and email address (or bearing such other address, telephone and email address which the Bank may change by notification to the Applicant): CIMB Bank Berhad/ CIMB Islamic Bank Berhad, Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan/ Tel: 603 6204 7788/ Email: cru@cimb.com .

Please login to CIMB Clicks, Foreign Transfer to view the amended Terms & Conditions before confirming the remittance transaction.

The Management

CIMB Bank Berhad [197201001799(13491-P)]

CIMB Islamic Bank Berhad [200401032872(671380-H)]