

# CIMB PAY TERMS OF ACCESS AND CIMB PAY AGREEMENT

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# CIMB PAY TERMS OF ACCESS

PLEASE READ & UNDERSTAND THE FOLLOWING TERMS & CONDITIONS WHICH GOVERN YOUR ACCESS AND USE OF THE CIMB PAY APPLICATION (HEREINAFTER COLLECTIVELY REFERRED TO AS 'THIS APPLICATION') AND USE OF THE SERVICE(S) AS PROVIDED THEREIN (HEREINAFTER ALSO REFERRED TO AS THE 'SERVICE(S) HEREIN'). BY DOWNLOADING THIS APPLICATION AND/OR USING THE SERVICE(S) HEREIN, YOU AGREE TO BE BOUND BY THESE TERMS & CONDITIONS. IF AT ANY TIME YOU DO NOT ACCEPT ANY OR ALL OF THESE TERMS & CONDITIONS, YOU MUST IMMEDIATELY DISCONTINUE ALL ACCESS OF THIS APPLICATION AND/OR USE OF THE SERVICE(S) HEREIN.

## GENERAL

This application and the service(s) herein are operated, administered, maintained and developed by CIMB Bank (13491-P) ("We", "us" or "our", as the case may be) and its third party vendors. Your access and use to this application and use of the service(s) herein are governed by this Terms of Access including any amendments made thereto and any other additional operating policies which we, at our sole discretion, may impose from time to time ("Terms of Access").

Further thereto, we also reserve the sole right and discretion to make any amendments to this Terms of Access from time to time. We shall notify you of such amendments by notice, among others, displayed on this application at least twenty one (21) calendar days before the said amendments come into effect and after which, your continued use of this application and/or use of the service(s) herein subsequent to any such amendments made shall constitute your agreement and binding acceptance of the same.

Notwithstanding anything contained herein, you agree and acknowledge that although this Terms of Access regulate your use of this application and use of the service(s) herein, the said service(s) shall also be subject to the applicable terms and conditions of any agreements which may govern the subscription and use of the same. As such, this Terms of Access shall be read in conjunction with the terms and conditions of those agreements as may be applicable. Should there be any conflict between this Terms of Access and the terms and conditions of those applicable agreements, the latter shall prevail.

Please direct any questions which you may have concerning this Terms of Access to our CIMB Consumer Contact Centre:

### **CIMB Consumer Contact Centre**

10th Floor, Menara Atlas, Plaza Pantai,  
No. 5, Jalan 4/83A, Off Jalan Pantai Baru,  
59200 Kuala Lumpur

**Tel:** +603 6204 7788

**Email:** [callcentre@cimb.com](mailto:callcentre@cimb.com)

## YOUR CONDUCT

You agree that your use of this application and use of the service(s) herein shall at all times be in accordance with all legislation, laws and regulations governing the same and you shall not, at any time whatsoever, attempt or assist any other person to transmit any materials, data, communication and/or information ("Content"), through this application or service(s) herein, which is abusive, defamatory, infringes another person's rights, constitutes a criminal offence or gives rise to civil liability, encourages racism, promotes hatred, contains pornography or paedophilia, contains any viruses or deleterious files and/or is otherwise objectionable to public morals and decency.

You also agree not to hack or attempt to gain unauthorised access into this application and the service(s) herein, disrupt the security of its resources, provide information, which is inaccurate or false, and/or otherwise abuse and misuse this application and the service(s) herein. You further agree to use this application and the service(s) herein solely for your personal use, and you are not permitted to resell or charge others for use of this application and the service(s) herein, duplicate any part of the service(s), and reverse engineer, alter or modify any part of the service(s). If at any time you discover or suspect the occurrence of any of these activities, you are required to notify us immediately and in failing or delaying to do so, you may also be held liable for the same.

We are not obliged to monitor or review your access and use of this application or use of the service(s) herein. However, we may do so from time to time for our own purposes or where we are compelled to do so under this Terms of Access. In doing so, we reserve the right to edit or delete any Content which violates any of the provisions in this Terms of Access without notice and without any liability whatsoever to you for doing so.

## INTELLECTUAL PROPERTY RIGHTS

You hereby agree that the Content including any graphic, text, script, music, sound, photograph, image, art, video and other multimedia work or any combination thereof which is available on our application and service(s) is at all times protected by copyright, trademarks, service marks, patents and any other applicable intellectual property or proprietary rights, all of which are at all times owned exclusively by us or the relevant third party vendor, advertiser, affiliate or other third person, where applicable.

By downloading and accessing this application and the service(s) herein, you agree that the Content may not otherwise be reproduced, copied, transmitted, published, performed, broadcast, adapted, stored, distributed, disseminated, communicated, displayed, licensed, modified, edited, censored, altered, hyperlinked or used in whole or in part in any manner whatsoever without our prior express consent or that of the relevant third party vendor, advertiser, affiliate or other third person, where applicable, to the same. Further thereto, you shall not insert a hyperlink on this application or the service(s) herein or "mirror" or frame the same or any portion thereof on any other application(s) or servers.

All rights in this application, the service(s) herein and the Content which are not expressly granted to you under this Terms of Access or otherwise, are at all times expressly reserved by us or the relevant third party vendor, advertiser, affiliate or other third person, where applicable.

## CHARGES

While your access to this application is currently provided free of any charges, you agree and acknowledge that we reserve the sole right and discretion to levy a charge for the same or any service(s) which may be provided herein or any portion thereof at any time in the future, subject always to our giving you prior notice of the same.

Further thereto and notwithstanding the same, you also agree and acknowledge that there may be certain service(s) provided herein, whether existing at present or made available in the future, which require you registering with us in order to access and use the same. In such instances, you agree and acknowledge that we reserve the sole right and discretion to levy a charge for your said registration and/or access to and use of the said service(s) or any portion thereof. For these purposes, you shall be duly notified of the relevant charges, if any, upon registration and your completion of the registration process, access to or use of the said service(s) thereto shall constitute your agreement and binding acceptance of the same.

## CONFIDENTIAL INFORMATION

You hereby confirm that you have read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at [www.cimbbank.com.my](http://www.cimbbank.com.my) or [www.cimbislamic.com](http://www.cimbislamic.com)) and the clauses herein and CIMB PayAgreement, as may relate to the processing of your personal information. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Terms of Access.

It is our policy to respect the privacy of any information disclosed by you pursuant to your access of this application and use of the service(s) herein ("Confidential Information"). Accordingly, we will neither edit nor disclose your Confidential Information unless we are required to do so in accordance with any legislation, laws or regulations, to protect our rights and property, enforce any provision in this Terms of Access, to provide you with the service(s) herein, respond to any claim that the Content violates the rights of another person or as otherwise provided herein.

Notwithstanding the above, we may from time to time disclose your Confidential Information (only in aggregate or demographic form) to our third party vendors, advertisers, affiliates or other relevant parties for their records. Further information on how we value your privacy and strive to safeguard your Confidential Information in compliance with the laws of Malaysia is provided for in our Privacy Notice.

## PRIVACY CLAUSE

You hereby confirm that you have read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at [www.cimbbank.com.my](http://www.cimbbank.com.my) or [www.cimbislamic.com](http://www.cimbislamic.com)) and the clauses herein and CIMB Pay Agreement, as may relate to the processing of your personal information. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Terms of Access.

In the event you provide personal and financial information relating to third parties, including information relating to your next-of-kin and dependents, for the purpose of setting up or operating this application and the service(s) herein, you (a) confirm that you have obtained their consent or are otherwise entitled to provide this information to us and for us to use it in accordance with this Terms of Access and CIMB Pay Agreement; (b) agree to ensure that the personal and financial information of the said third parties is accurate; (c) agree to remove and terminate usage of such third party information should such consent be withdrawn by any of the said third parties; and (d) agree to our right to terminate this Terms of Access and CIMB Pay Agreement should such consent be withdrawn by any of the said third parties.

We may at any time and from time to time now and/or in the future share information about you and how you set up and operate your account(s)/facility(ies) with relevant regulatory authorities.

Even after you have provided us with any information, you will have the option to withdraw the consent given earlier by suspending your account and terminating use of CIMB Pay. In such instances, we will have the right to not provide or discontinue the provision of any product, service, account(s) and/or facility(ies) that is/are linked with such information.

We reserve the right to amend this privacy clause from time to time at our sole discretion and shall provide prior notification to you in writing and place any such amendments on our application(s) and/or by placing notices at the banking halls or at prominent locations within our branches.

For the purposes of this privacy clause, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Sec 6 of the Companies Act 1965 and jointly controlled companies that provide financial and other regulated service(s), excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the words "us", "we" and "our" are to be read as references to the CIMB Group.

You further agree that we shall not in any event be liable for any claim, loss, damage (financial and otherwise), injuries, embarrassments or liability(ies) howsoever arising whether in contract, tort, negligence, strict liability or any basis (including direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings) arising from any inaccuracy or loss, deletion or modification of data or for any other reasons whatsoever relating to any information forwarded by us to such credit reporting/reference agencies and/or such other party, as the case may be, or in relation to any access or use, or the inability to access or use by such credit reporting/reference agencies and/or such other party or reliance on the information contained therein, whether caused by any technical, hardware or software failure of any kind, the interruption, error, omission, delay, viruses or otherwise howsoever.

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

## HYPERLINKS TO THIRD PARTIES

Throughout your access of this application and use of the service(s) herein, you will come across hyperlinks to third parties' web sites, which are not under our control, unless stated otherwise. These hyperlinks are provided for your reference only and do not represent in any way whatsoever our endorsement or sanction of the same. Accordingly, we shall not be responsible or liable for your access and use of the same or any information or materials available therein. We shall also not be responsible for any form of transmission or communication between you and the said third parties or your participation or use of their information, materials, service(s) or promotions. For this purpose, you agree to be solely responsible for the same or any portion thereof.

## DISCLAIMER

All Content which is available on this application and the service(s) herein are provided on an "as is" and "as

available" basis and are strictly meant for your reference and information only, and shall not, at any time whatsoever, be assumed or deemed to be intended for any business or commercial purposes or to constitute an offer or solicitation and/or the giving of advice in respect of investment, financial or service(s) by us and/or any of our subsidiaries, affiliates and business partners. You are therefore advised to obtain independent professional advice at all times and verification of the said Content before making any decisions based on the same.

While we shall use our best efforts to ensure that the Content herein or any portion thereof are, as far as possible, accurate, complete, current and true, you acknowledge and agree that certain Contents transmitted or made available through the web site may be provided by third parties, therefore, we do not warrant the same and further, we expressly disclaim all liability for any errors, omissions or inadequacies in the Content herein or any portion thereof. Further, we do 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. We also do not warrant that this application, the service(s) herein and the Content will meet your requirements, be uninterrupted, timely or secure.

You are solely responsible for making your own assessment when downloading and using this application, the service(s) herein and the Content and you agree that your access and use thereof shall be at all times at your sole risk. CIMB Bank does not warrant that this application and the service(s) herein will function to meet your requirements or will work on your hardware with your operating systems, or with any other software installed on your Device(s).

Notwithstanding the generality of this Terms of Access, we shall not, at any time whatsoever, be liable to you or any other person for any damage or loss suffered (including all direct, indirect, special or consequential damages, economic loss, loss of profits or loss of opportunity) arising from any interruption or unavailability of this application, the service(s) herein and/or the Content and/or your access to and use of the same for whatever reason other than a failure in the system where such failure is due to our direct actions, negligence or omission, or where we have been duly informed of its possibility; or from any delay or error in any transmission or communication pertaining to your download and use of this application, the service(s) herein and the Content.

## INDEMNITY

You hereby agree to fully indemnify, defend and hold us, our officers, directors, employees, agents and servants harmless against all damages, losses, expenses and costs (including legal costs and disbursements) which we may have suffered or incurred, whether directly or indirectly, in connection with or as a result of your breach of any of the provisions under this Terms of Access.

## WAIVER

In the event that we fail or neglect to enforce any provision or remedy under this Terms of Access for whatever reason, we shall neither be construed as having waived our rights to enforce the same nor as having waived our rights to any continuing, succeeding or subsequent breach of the same or any other provision in this Terms of Access.

## MISCELLANEOUS

We reserve the right and sole discretion to modify (including limit, replace or delete) this application, the service(s) herein and the Content or any portion thereof as well as to terminate or restrict your access and/or use of the same at any time. Pursuant thereto, where we believe that such modifications are substantial or materially affect your access and use of the same, we shall notify you of such modifications by notice, among others, displayed on this application at least seven (7) calendar days before the said modifications come into effect, except where circumstances beyond our control limit our ability and efforts to do so.

## GOVERNING LAW & JURISDICTION

Notwithstanding from where you gain or attempt to gain access to this application and/or the service(s) herein, you agree that this Terms of Access, your performance and conduct under it, your access to this application and use of the service(s) herein and/or Content and any disputes arising thereunder shall, at all times, be governed by and construed in accordance with the laws of Malaysia. Further, you agree to submit and be bound by the exclusive jurisdiction of the Courts of Malaysia.

The performance of our obligations under this Terms of Access are subject always to existing legislation, laws and regulations governing the same and nothing contained in this Terms of Access is in derogation of our rights to comply with and conform to any governmental requests or legal requirements relating to the access of this application and use of the service(s) herein or in respect of the Content or any portion thereof which is provided to or acquired by us for your use.

A printed version of this Terms of Access and of any notice, message or communication given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Terms of Access, to the same extent maintained in its printed form.

# CIMB PAY AGREEMENT

This CIMB Pay Agreement (hereinafter referred to as "**Agreement**") sets out the terms and conditions governing the access and use of CIMB Pay (hereinafter collectively referred to as "**this application**") and use of the Service(s) (hereinafter defined) which is provided by CIMB Bank Berhad (Company No: 13941-P) to eligible users.

Unless otherwise expressly stated herein, your use of CIMB Pay is governed by the terms and conditions of this Agreement which are in addition to the prevailing terms and conditions applicable to any Card(hereinafter defined) you may subscribe to or have with CIMB Bank, CIMB Islamic Bank, or such other Card issuers as permitted by CIMB Bank and any other facilities, products and service(s) you may hereafter obtain from CIMB Bank, CIMB Islamic Bank and/or any of its subsidiaries, affiliates and business partners.

This Agreement is to be read in conjunction with CIMB Bank's Terms of Access, and any instructional material or user guide(s) which may be provided by CIMB Bank to you as well as any other terms, conditions and provisions which CIMB Bank may prescribe from time to time. Should there be any conflict between this Agreement and any other agreement you may have with CIMB Bank, CIMB Islamic Bank or any of its subsidiaries, affiliates and/or business partners, the terms and conditions of this Agreement shall prevail to the extent that it relates to your use of this application and the Service(s).

## DEFINITIONS

"**Agreement**" means the terms and conditions of the CIMB Pay Agreement herein, as may be varied from time to time.

"**Business day**" means a day in which CIMB Bank is open for business in Kuala Lumpur.

"**Card**" means one or more of your CIMB Bank or CIMB Islamic Bank card(s) or any other cards as may be determined by CIMB Bank from time to time which can be added into your CIMB Pay account.

"**Cardholder**" means the individual named on the Card.

"**CIMB**" means CIMB Bank and CIMB Islamic Bank and includes its subsidiaries and its successors in title and assigns and where applicable any of them.

"**CIMB Bank**" means CIMB Bank Berhad (Company No: 13941-P) and includes its subsidiaries and its successors in title and assigns and where applicable any of them.

"**CIMB Islamic Bank**" means CIMB Islamic Bank Berhad (Company No:671380-H) and includes its subsidiaries and its successors in title and assigns and where applicable any of them.

"**CIMB Pay**" or "**this application**" means the CIMB Pay application which may be downloaded and accessed on the Device(s) and the Service(s) associated with CIMB Pay in accordance with the terms and conditions of this Agreement.

"**CIMB Pay Account(s)**" refers to account(s) created specifically for CIMB Pay. Each CIMB Pay Account requires, among others, a CIMB Pay Username and CIMB Pay Passcode for access as may be determined by CIMB Bank from time to time.

"**CIMB Pay Passcode**" means the six-digit numeric Personal Identification Number which is created by you and used to access your CIMB Pay Account.

"**CIMB Pay Username**" refers to a unique email address selected by you during your first-time registration to CIMB Pay, which must be keyed in by you every time you log on to CIMB Pay from Device(s) not used before to log on to CIMB Pay, to allow CIMB Pay's In-Store Payments system to associate it with your CIMB Pay Account and Fingerprint, Face ID or CIMB Pay Passcode for verification and authentication purposes in order to grant you access to your CIMB Pay Account.

"**Deals**" refers to the feature in CIMB Pay that allows you to access and view all the deals applicable to



CIMBCredit/Debit/KWIK cardholders.

**“Device(s)”** refers to any device(s) as may be determined by CIMB Bank from time to time at its absolute discretion including but not limited to personal computers, laptops, tablets, mobile telephone and/or other mobile devices that supports CIMB Pay.

**“Face ID”** refers to biometric facial recognition system designed and developed by Apple Inc. for the iPhone X. Face ID consists of a sensor with two modules; one projects a grid of more than 30,000 infrared dots onto a user's face, and another module reads the pattern to confirm or deny access. These information is saved on your Device (s) which supports Face ID function as may be determined by CIMB Bank from time to time at its absolute discretion and may be used in place of your CIMB Pay Passcode to access your CIMB Pay Account on CIMB Pay.

**“Fingerprint(s)”** refers to the fingerprint(s) saved on your Device(s) which supports fingerprint authentication function as may be determined by CIMB Bank from time to time at its absolute discretion and may be used in place of your CIMB Pay Passcode to access your CIMB Pay Account on CIMB Pay.

**“In-store Payments”** refers to CIMB Pay's in-store payments made through contactless transmission of your CIMB Bank Card information by tapping your In-Store Payments Compatible Device(s) on any MastercardContactless or Visa Pay Wave-enabled payment terminals. This In-Store Payments is restricted to CIMB cardholders with an In-Store Payments Compatible Device.

**“In-store Payments Compatible Device(s)”** refers to any Device(s) that is compatible and supported for In-store Payments as may be determined by CIMB Bank from time to time at its absolute discretion.

**“Instructions”** means any request, application, authorisation or instructions in whatever form given or transmitted through CIMB Pay to CIMB Bank by you or any other persons purporting to be you, whether authorised or unauthorised.

**“International Brand Card”** refers to international payment-branded debit, credit or prepaid Cards such as Mastercard, Maestro, Visa, American Express, Diner's Club, Discover brand Cards and such other brands as may be determined by CIMB Bank from time to time at its absolute discretion.

**“Jailbroken or Rooted”** refers to Device(s) that have been modified to gain access and/or alter to the operating system, system files or settings.

**“Loss”** means any and all losses, damages (financial and otherwise), injuries, embarrassments, costs, charges, taxes, duties, levies, penalties and/or expenses of whatsoever nature, including legal fees on a full indemnity basis.

**“Mastercard”** means Mastercard International Incorporated (including its subsidiaries and affiliates).

**“Masterpass”** is a digital wallet service offered by Mastercard International Incorporated (including its subsidiaries and affiliates, “Mastercard”).

**“Merchant”** refers to the business that is registered to become CIMB merchant and receives payments for goods and services from you through CIMB Pay

**“Messenger”** refers to the notification and messaging services provided by CIMB Bankin CIMB Pay.

**“Near Field Communication”** or **“NFC”** refers to the technology used to enable wireless data transfer between your In-store Payments Compatible Device(s) and contactless terminals when both devices are in close proximity.

**“Network Service Provider”** refers to a business or organization that provides you with access to the internet.

**“Officers”** means any director, officer, employee or servant of CIMB Bank.

**“One-Time Password”** is a security feature that has been implemented to provide second layer of protection

when authorising certain actions on CIMB Pay. It is a 6 digit code sent to the mobile number registered to your CIMB Card that needs to be entered to verify your ownership of the card or to authorise other specific actions.

**“Online Payments”** refers to CIMB Pay’s electronic commerce and/or mobile commerce payments made through the transmission of your card-on-file and shipping information via the Masterpass platform to Masterpass-enabled merchants.

**“Push Notifications”** refers to notifications and other types of messages that may be sent to your Device(s) even if your Device(s) is locked, in standby, or CIMB Pay is not running.

**“Quick Response Code” or QR Code** refers to a type of matrix barcode (or two – dimensional barcode) that contains information about the item to which it is attached. There are two types of QR code; Static QR code and Dynamic QR code.

**“QR Payments”** refers to payments made by cardholders using CIMB Pay by scanning of Static QR codes or Dynamic QR codes generated by CIMB registered merchant.

**“QR Pay”** refers to the service that allows cardholders to make payments to a merchant for goods and services using a two-dimensional quick response (QR) code generated by the merchant. This service is available on cardholder CIMB Pay application.

**“QR Payments Compatible Device”** refers to any Device(s) that has camera capability, compatible and supported for QR Payments as may be determined by CIMB Bank from time to time at its sole and absolute discretion.

**“Static QR Code”** refers to the fixed and unchangeable code generated by Merchant which ONLY has the merchant’s identifier embedded within the code necessary for payments to be successful. The Static QR code can be scanned repeatedly. Cardholder is required to enter the purchase amount when making QR payments using Static QR code.

**“Dynamic QR Code”** refers to a unique and changeable code generated by Merchant which have the merchant’s identifier and purchase amount embedded within the code necessary for payment to be successful. Dynamic QR code can only be scanned once. Cardholder does not need to enter the amount when making QR payments using Dynamic QR code.

**“Service(s)”** refers to any or all service(s) associated with CIMB Pay including, but not limited to access to CIMB Bank / CIMB Islamic Bank Card related information, In-store Payments, Online Payments, QR Payments, Deals and Messenger and any other new service(s) as may be offered by CIMB Bank from time to time.

**“Supported Terminal(s)”** refer to terminals that support acceptance of contactless Mastercard Contactless and Visa PayWave.

**“you”, “your” or “yourself”** means CIMB Pay’s potential and existing users.

## 1. CIMB PAY

1.1 Subject to the terms and conditions of this Agreement and any other terms and conditions as may be relevant, and subject to you having and maintaining the relevant Card(s) and account(s) pertaining to any transactions made through CIMB Pay, CIMB Bank offers you the following Service(s) (as applicable):-

- i) Access to CIMB Card related information i.e. spending limit, outstanding balance, recent transactions and status of the said card(s);
- ii) In-store Payments;
- iii) Online Payments;
- iv) QR Payments

v) Messenger;

vi) Deals;

vii) Any other new service(s) as may be offered by CIMB Bank from time to time

1.2 Where the other new service(s) stated in Clause 1.1 above are introduced and made available, you agree and acknowledge that by utilising such new service(s), you shall be bound by this Agreement in relation to these new service(s) in so far as it is applicable and by the terms and conditions in force governing such new service(s).

1.3 For the avoidance of doubt and notwithstanding anything contained in this Agreement, you agree and acknowledge that CIMB Bank reserves the sole right and discretion to add, alter, vary, remove and/or limit any or all of the Service(s) herein in whole or in part at any time by giving seven (7) calendar days prior notice to you without the need to give any reason or explanation and without incurring any liability under any circumstances whatsoever to you for doing so.

1.4 You acknowledge and agree that CIMB Pay and the Service(s) are provided "as is," "as available," and with all faults. CIMB Bank parties disclaim all warranties, express and implied, including, but not limited to, any warranties of merchantability, quality of information, quiet enjoyment, non-infringement, title, or fitness for a particular purpose. CIMB Bank does not warrant that CIMB Pay will be error free, uninterrupted, free from spyware, malware, adware, viruses, worms, or other malicious code, or will function to meet your requirements. CIMB Bank does not warrant that CIMB Pay will work with your operating system or with any other software installed on your Device(s) and disclaims any liability arising out of your inability to register for CIMB Pay Account(s) and/or add any of your Cards to your CIMB Pay Account(s) and/or to install CIMB Pay and/or your inability to access and/or to fully access the Service(s) through CIMB Pay.

1.5 For the avoidance of doubt and notwithstanding anything contained in this Agreement, you agree and acknowledge that in no event shall CIMB Bank and/or its affiliates be liable for any direct, indirect, special, punitive, exemplary, consequential or any other damages whatsoever, including but not limited to property damage, loss of use, loss of business, economic loss, loss of data or loss of profits, without regard to the form of action (including but not limited to contract, negligence, or other tortious actions) arising out of or in connection with your use and/or access of CIMB Pay, CIMB Pay Account(s) and/or the Service(s) or from any information, content, materials, products (including software) or other services included in or otherwise made available to you through CIMB Pay even if CIMB Bank or its employees, representatives or affiliates have been advised of the possibility of such damage or loss unless directly caused by CIMB Bank's gross negligence or wilful default.

## 2. ELIGIBILITY AND REGISTRATION FOR CIMB PAY ACCOUNT

2.1 Subject to the terms and conditions herein, registration of a CIMB Pay Account is made available to CIMB Cardholders who carry an eligible International Brand Card supported by CIMB Pay. If you do not own an eligible International Brand Card, you must first apply for a supported International Brand Card. You may access to Deals and Messenger within CIMB Pay without registration of a CIMB Pay Account.

2.2 Subject to the terms and conditions herein, CIMB Cardholders who successfully installed CIMB Pay and successfully registered their CIMB Pay Account on their Device(s) will be entitled to access to the Service(s) made available on CIMB Pay.

## 3. PROCEDURE FOR REGISTRATION AND ACCESS TO CIMB PAY

3.1 You may register your CIMB Pay Account by following the on-screen instructions after downloading and installing CIMB Pay on your Device(s).

- 3.2 To setup a CIMB Pay Account, you will be prompted, among other things, to provide:
- i) A valid email address which has not been registered by any existing CIMB Pay user as your CIMB Pay Username;
  - ii) CIMB Pay Passcode;
  - iii) Fingerprint(s) saved on the Device(s) in use (if applicable);
  - iv) Face ID(s) saved on the Device(s) in use (if applicable)
  - v) Valid Card details;and
  - vi) One-Time Password (OTP)
- 3.3 You may also be required to provide CIMB Bank with certain Card information or your information as may, in CIMB Bank's sole opinion, be required in order to effectively provide the Service(s) offered byCIMB Pay which may include, inter alia, your name on Card, Card security code, billing address, contact number, date of birth, gender and any other details which the Bank deems reasonably necessary. These information will also be retained by CIMB Bank for its own purpose including marketing our respective financial service(s) and profiling.
- 3.4 You acknowledge that the One-Time Password (OTP) will be sent to the mobile telephone number registered to your Card.
- 3.5 If the mobile telephone number registered to your Card is no longer applicable, you will have to contact CIMB Consumer Contact Centre specified in Clause 13.1 to change and update the mobile telephone number in CIMB's records prior to attempting registration or adding any Card into your CIMB Pay Account(s).
- 3.6 CIMB Bank may in its sole discretion decide to change the eligibility criteria or restrict certain Cards from being added into your CIMB Pay Account, e.g. corporate Cards may be restricted. The Card(s) added may also be restricted to a limited number of Device(s) or CIMB Pay Accounts.
- 3.7 If your Card(s) and/or underlying account(s) are not in good standing, the Card(s) may not be eligible to be added and/or used for CIMB Pay and its service(s) herein.
- 3.8 After completion of the requisite steps detailed above and the on screen confirmation of a successful registration, your access to CIMB Pay will, subject to the terms herein, be activated.
- 3.9 Subsequent to your successful registration for a CIMB Pay Account, you will be required to provide your CIMB Pay Passcode or Fingerprint(s) or Face ID and CIMB Pay Username (if applicable)to access your CIMB Pay Account. You agree and acknowledge that your mobile lock on your Device(s) may be skipped if you initiate In-store Payments by tapping the Device(s) on a Supported Terminal.
- 3.10 You agree and acknowledge that CIMB Bank has the right to invalidate without prior notice or require you to change your CIMB Pay Username, CIMB Pay Passcode or Fingerprint(s) or Face ID at any time and without being obliged to provide any reason for such invalidation or to respond to any request for information. Furthermore, you agree and acknowledge that you shall not hold CIMB Bank liable in any manner whatsoever for any loss or damage, which you may suffer or suffered as a result of such invalidation.
- 3.11 Any registration for a CIMB Pay Account and access thereto, will be subject at all times to CIMB Bank's sole and absolute discretion and CIMB Bank reserves the right to accept or reject a registration for a CIMB Pay Account, to deny your access to CIMB Pay, to limit your access or transactions or to revoke your access to CIMB Pay without being obliged to provide any reason of such rejection.
- 3.12 You acknowledge that your Card(s) may be added to more than one CIMB Pay Account and/or be enabled on more than one Device(s) as long as the ownership of the Cards can be proven through OTP. You agree and acknowledge that you shall be solely responsible for managing and maintaining all your Cards which have been added into any CIMB Pay Account(s).
- 3.13 Should you forget your CIMB Pay Passcode, you can reset your CIMB Pay Passcode through the Forget Passcode function on CIMB Pay. To reset your Passcode, you acknowledge that you may

be required to provide valid card details of the Card(s) in your CIMB Pay Account along with your One-Time Password (OTP). You are then required to enter and verify your new CIMB Pay Passcode before it is successfully reset.

#### 4. RESPONSIBILITY FOR CIMB PAY USERNAME, PASSCODE AND OTHER PRIVATE INFORMATION

- 4.1 You agree and acknowledge that you shall at all times keep your CIMB Pay Username, CIMB Pay Passcode, and / or OTP confidential and shall not share or disclose your CIMB Pay Username, CIMB Pay Passcode, Fingerprint(s), Face ID, and / or OTP to any person whatsoever, including any Officers of CIMB Bank. You are under a duty to exercise utmost care, diligence and precautions to safeguard your Device(s) from loss, theft or fraudulent use of your Device(s) to prevent any unauthorised use of your CIMB Pay Account(s) and the Service(s) herein.
- 4.2 By enabling Fingerprint or Face ID authentication to access CIMB Pay in replacement of a CIMB Pay Passcode, you agree and acknowledge that the Fingerprint(s) or Face ID registered on your Device(s) will be used to access CIMB Pay.
- 4.3 You acknowledge that the authentication is performed by CIMB Pay by interfacing with the fingerprint or Face ID authentication module on your Device(s) and that you agree to the authentication process. You understand that the fingerprint or Face ID authentication module of your Device(s) is not provided by CIMB Bank and CIMB Bank makes no representation or warranty as to the security of the fingerprint and Face ID authentication function of any Device(s) and whether it works in the way that the manufacturer of the Device(s) represents.
- 4.4 CIMB Bank does not represent or warrant that the Fingerprint and Face ID login will be accessible at all times or that it will function with any electronic equipment, software, infrastructure or other electronic banking services that CIMB Bank may offer from time to time.
- 4.5 You are advised to take necessary precautions to safeguard your Device(s) and to not save any other Fingerprint(s) or Face ID except your own on your Device(s). You understand that upon the successful registration and enablement of fingerprint or Face ID authentication on CIMB Pay, any fingerprint imprint or Face ID that is stored on your Device(s) can be used to access your CIMB Pay Account and may be used to authorise transactions through CIMB Pay and the Service(s) herein.
- 4.6 Unless a law prohibits CIMB Bank from excluding or limiting our liability, CIMB Bank shall not be liable for any loss you incur or incurred in connection with the use or attempted use of the Fingerprint or Face ID login, or your instructions, or any unauthorised transactions through or in connection to the use of Fingerprint or Face ID to access CIMB Pay and the Service(s) herein. You shall indemnify CIMB Bank from all loss and damage which CIMB Bank may incur in connection with any improper use of your Fingerprint or Face ID on CIMB Pay and the Service(s) herein.
- 4.7 You shall, at all times, observe all security measures as may be prescribed by CIMB Bank in relation to your CIMB Pay Username, CIMB Pay Passcode, Fingerprint(s), Face ID, and OTP and further, you shall take all reasonable precautions necessary to ensure that no other persons have or will be granted access to your CIMB Pay Username, CIMB Pay Passcode, Fingerprint(s), Face ID, OTP, and such precautions may include, among others, immediately memorising the CIMB Pay Username, CIMB Pay Passcode and/or OTP, not retaining the CIMB Pay Username, CIMB Pay Passcode, and/or OTP, in any form except in memory, not leaving your any of your Device(s) unattended whilst accessing CIMB Pay and ensuring that others do not see your entering of the CIMB Pay Username, CIMB Pay Passcode and/or OTP, upon access to CIMB Pay, regularly checking that your Device(s) with CIMB Pay setup are safely in your possession and within sight, as well as ensuring you properly log out from CIMB Pay upon completion of your use thereto.
- 4.8 You agree that you shall, at all times, be responsible for all access and/or use of CIMB Pay made via your CIMB Pay Username, CIMB Pay Passcode, Fingerprint(s), Face ID, and / or OTP, whether it was in fact made by you or by any other person(s) purporting to be you. You further consent and agree that your CIMB Pay Username, CIMB Pay Passcode, Fingerprint(s), Face ID, and/or OTP will serve as a means of verifying your identity to CIMB Bank for purposes of the Service(s) and/or transactions contemplated under CIMB Pay. In this regard you authorise CIMB Bank to accept

follow and act upon your instructions when verifying your identity through your CIMB Pay Username, CIMB Pay Passcode, Fingerprint(s), Face ID, and/or OTP and CIMB Bank shall not be liable for action upon such instructions in good faith.

- 4.9 If you discover or have reasonable grounds to believe that your CIMB Pay Username, CIMB Pay Passcode, Fingerprint(s), Face ID, OTP and / or Device(s) has been compromised in any way and/or you have received any statement, data or information which indicates that an unauthorised transaction has taken place or is otherwise not intended for you, you shall immediately notify CIMB Bank or via telephone at its Consumer Contact Centre specified in Clause 15.1 and/or in accordance with such terms, conditions and/or procedures as may be stipulated by CIMB Bank from time to time. For the avoidance of doubt, all telephone calls made to CIMB Bank's Consumer Contact Centre shall be logged by CIMB Bank.
- 4.10 Subject to Clause 4.12, until CIMB Bank receives and logs such notification stated in Clause 4.9 above, you shall be liable for all such transactions, which are conducted through CIMB Pay, whether or not the same were conducted or authorised by you. For the avoidance of doubt, you shall be liable for all such transactions conducted through CIMB Pay up to the point of time notification is made and logged pursuant to Clause 4.9 above, or otherwise, up to the point of time notification is supposed to be made, which for the avoidance of doubt, is immediately upon you discovering or having reasonable grounds to believe that your CIMB Pay Username, CIMB Pay Passcode, Fingerprint(s), Face ID, and / or OTP has been compromised in any way and/or you have received any statement, data or information which indicates that an unauthorised transaction has taken place or is otherwise not intended for you. Where such notification is delayed for any reason, you shall, in addition to being liable for all transactions conducted up to the above referred point in time, be liable for the actual loss which occurred after the said point in time, until the actual notification made by you is received and logged by CIMB Bank subject to Clause 4.13 below.
- 4.11 Upon CIMB Bank's receipt of your notification made pursuant to Clause 4.9 above, you agree and acknowledge that CIMB Bank may, at its sole right and discretion, suspend your access to CIMB Pay until such reported/unreported discrepancies are resolved by CIMB Bank.
- 4.12 Notwithstanding anything contained herein and for the avoidance of doubt, where the unauthorised use of your CIMB Pay Username, CIMB Pay Passcode, Fingerprint(s), Face ID, OTP, and / or Device(s) is due to your actions, negligence, fraud, disclosure, abuse or misuse, which are deliberate, you shall be liable for such use even if notification is made pursuant to Clause 4.9 above.
- 4.13 Further and notwithstanding Clause 4.10 above, where you have contributed to a loss resulting from an unauthorised transaction by delaying notification under Clause 4.9 above, you shall, subject to Clause 4.12, be liable for the actual loss which occurred during the period of such delay, except for:-
- i) That portion of the loss incurred on any one day which exceeds the daily transaction limit applicable to the relevant Card(s) or underlying account(s); or
  - ii) That portion of the total loss incurred which exceeds the amount of funds standing in your Card(s) or underlying account(s).
  - iii) The portion of the total loss incurred which exceeds the credit limit available in your Card(s) or underlying account(s).
- 4.14 In addition, you are responsible for your own Device(s) anti-virus and security measures to prevent unauthorized access to your CIMB Pay Account. You must follow any other security rules prescribed by CIMB Bank whether under any other agreement with CIMB Bank, or otherwise notified to you by us in any way.
- 4.15 You agree and acknowledge that you are responsible for detaching and suspending your CIMB Pay Account if it is no longer in use and/or you are no longer be the owner of your Device(s).

## 5. INSTRUCTIONS AND AUTHORISATIONS

- 5.1 You shall, at all times, be responsible for all Instructions transmitted to CIMB Bank via your CIMB Pay Username, CIMB Pay Passcode, OTP, Face ID, and / or Fingerprint(s) saved on Device(s) regardless of whether they were made by you or someone purporting to be you and you hereby agree and acknowledge that CIMB Bank would be entitled to rely on and treat any Instructions made, submitted or effected pursuant to the use and entry of your CIMB Pay Username, CIMB Pay Passcode, OTP, Face ID, and / or Fingerprint(s) as having been made, submitted and effected by you and accordingly, CIMB Bank or CIMB Islamic Bank shall not be responsible or liable for any Losses which you may suffer, whether directly or indirectly, as a result of the same.
- 5.2 All Instructions transmitted to and/or received by CIMB Bank or CIMB Islamic Bank through your CIMB Pay Username, CIMB Pay Passcode, OTP, Face ID, and / or Fingerprint(s) shall be deemed as regular and genuine Instructions made by you. For the avoidance of doubt, CIMB Bank or CIMB Islamic Bank is under no obligation to verify the said Instructions with you to determine its authenticity but CIMB Bank or CIMB Islamic Bank may, at its sole right and discretion, do so for its own purposes.
- 5.3 Subject to Clause 5.4, all Instructions transmitted via your CIMB Pay Username, CIMB Pay Passcode, OTP, Face ID, and / or Fingerprint(s) shall be irrevocable and binding on you upon transmission.
- 5.4 CIMB Bank shall not be obliged to act on any request to cancel, revoke, reverse or amend any Instructions after it has been transmitted by you to CIMB Bank. CIMB Bank, however, may at its sole discretion, cancel, revoke, reverse or amend an earlier Instruction if your request to cancel, revoke, reverse or amend the same is received and effected before the earlier Instruction is executed. For the avoidance of doubt, CIMB Bank may levy a charge upon you for doing so.
- 5.5 CIMB Bank reserves the right to refuse to carry out any Instructions given by you for any reason, including without limitation, where such Instructions are in violation of any of the terms and conditions of this Agreement and/or are inconsistent with any of CIMB Bank's policies and other rules and regulations as may be in effect from time to time.
- 5.6 You shall be solely responsible for the security and care of the Device(s) used to generate and/or receive the OTP. CIMB Bank shall not be responsible for any fraudulent and/or unauthorized transactions arising from the loss or compromise of the OTP or any other Device(s) used to generate and/or receive the OTP. Any loss, theft, remote takeover or interception of the OTP and/or any other Device(s) used to generate and/or receive OTP including your mobile telephonemust be promptly notified to CIMB Bank through the communication channels stated herein and you shall remain responsible for any unauthorized transactions which took place as a result of the loss, theft, remote takeover or interception.
- 5.7 You acknowledge that CIMB Pay and the service(s) herein may fail due to, among others, loss of internet connection, third party site downtime, system downtime, low Card balances and Card not in good standing.

## 6. CARD RELATED INFORMATION

- 6.1 For CIMB Card(s) added to your CIMB Pay Account, you may be allowed to view the Card related information (i.e. spending limit, outstanding balance, recent transactions and status of the said card(s)) through CIMB Pay. You acknowledge that some of the listed transactions may be authorising transactions, which are temporary and are subject to reversal (e.g. low value authorisation for cardholder verification and pre-authorisation at petrol stations, restaurants and hotels).
- 6.2 You agree and acknowledge that any information pertaining to your Card(s) as displayed on CIMB Pay may not necessarily reflect or indicate transactions that are yet to be processed and updated and therefore, should not be taken as conclusive.
- 6.3 Where a replacement Card is issued in the case of CIMB Bank re-issue, renewal or lost Card, you will also need to use the CIMB Pay to add the replacement Card on the Device(s) you can carry out In-store Payments using the replacement Card.

## 7. IN-STORE PAYMENTS

- 7.1 CIMB Pay's In-store Payments service is only available on In-store Payments Compatible Device(s). The list of In-store Payments Compatible Devices can be viewed on CIMB Bank's website. The provided list is non-exhaustive and CIMB Bank reserves the right to add or remove the Devices listed below at any time and from time to time at CIMB Bank's sole and absolute discretion and CIMB shall not be liable or responsible for any loss or damage that you may suffer or suffered as result of the said addition or removal.
- 7.2 You agree and acknowledge that by adding Card(s) into your CIMB Pay Account, tapping or waving your In-store Payments Compatible Device(s) at Supported Terminals, you are authorising payment for the merchant's product and/or services to be charged to your primary or selected Card whether or not the said transaction is authorised by you.
- 7.3 For In-store Payments transactions above the prevailing contactless transaction amount threshold(s) as prescribed by the CIMB Bank from time to time, you may be required to present your physical Card or you may be subjected to additional verification such as the entry of the PIN for the Card or your signature at the Supported Terminal depending on the acquirer, local regulations and/or industry regulations.
- 7.4 Completion of In-store Payments transactions are also subjected to authorization and posting via existing transaction processing methods. In addition, you also acknowledge that receipts and records for In-store Payments transactions may display the token card number instead of your physical Card number.
- 7.5 You acknowledge that CIMB Bank reserves the rights to specify limits on the number of transactions, amount of transactions and the period which CIMB Pay's service(s) is allowed to be operated by giving you adequate prior notice.
- 7.6 When using In-store Payments to purchase any goods and/or services from a merchant, you acknowledge that there may arise situations due to merchant's system constraint or for any other reason, the merchant may not be able to accept this payment method and require you to complete the transaction with your physical Card or by cash. CIMB Bank shall not be liable for any losses that you may suffer or have suffered as a result of the failure to complete or execute Instructions for In-store Payments and the merchant's inability to accept this form of payments.

## 8. ONLINE PAYMENTS

- 8.1 By registering for a CIMB Pay Account, you agree and acknowledge that the said CIMB Pay Account will be automatically enabled for Online Payments via Masterpass. Masterpass is a digital wallet service offered by Mastercard.
- 8.2 All Card number, expiration date, billing information and shipping information (collectively known as "Payment Information") that are provided by you and/or obtained from CIMB Bank card hosts are stored by CIMB Pay and will be used to complete Masterpass transactions.
- 8.3 When you click on the checkout button on any Masterpass merchant's website or application and follow the instructions on the screen, you agree and acknowledge that CIMB Bank will transmit your selected Payment Information to the Masterpass Merchant. After the Masterpass Merchant receives your Payment Information, it will submit the transaction for processing.
- 8.4 Each transaction is a contractual relationship directly between you and the Masterpass Merchant and the Masterpass Merchant's terms and conditions shall govern all aspects of that transaction. CIMB Bank and Mastercard are not involved in processing your online Masterpass transaction and have no liability to you with respect to such transaction or the Masterpass Merchant.
- 8.5 You specifically acknowledge that CIMB Bank and Mastercard does not have any control over your



payment information transmitted by Masterpass on your behalf, and CIMB Bank or Mastercard cannot guarantee that your Cards are valid and/or in good standing or ensure that all transactions will be completed/authorized.

- 8.6 If you have any concerns with respect to any transaction made using CIMB Pay on Masterpass, you must contact the merchant with which you entered into that transaction. You may also have certain rights and protections that are provided to you under your agreement with the bank or financial institution that issued your Card or under applicable law with respect to the charges for transactions made to your registered Cards. Consult your Card's issuer for details with regard to your agreement.

#### Mastercard

- 8.7 When using Online Payments to purchase any goods and/or services from a merchant, you acknowledge that there may arise situations where the merchant may not be able to accept Masterpass payment method, card selected and / or address selected due to the merchant's system constraint or due to any other reason, and require you to complete the transaction through other payment methods. CIMB Bank shall not be liable for any losses that you may suffer or suffered as a result of the merchant's failure to complete or execute an Online Payments Instruction and/or the merchant's inability to accept this form of payments.

- 8.8 In addition to this Agreement, you agree that you shall be bound by the following Mastercard terms:-.

In no event shall Mastercard or its affiliates be liable for any direct, indirect, special, punitive, exemplary, consequential or any other damages whatsoever, including but not limited to property damage, loss of use, loss of business, economic loss, loss of data or loss of profits, without regard to the form of action (including but not limited to contract, negligence, or other tortious actions) arising out of or in connection with your use or access to Masterpass or from any information, content, materials, products (including software) or other services included in or otherwise made available to you through Masterpass, your wallet provider, the Mastercard site or its content, even if Mastercard or its business partners, employees, representatives or affiliates have been advised of the possibility of such damage or loss. Notwithstanding the foregoing, the Mastercard parties' total liability to you for all damages, losses, and causes of action, whether in contract, tort (including, but not limited to, negligence), or otherwise shall not, under any circumstances, exceed one hundred dollars (\$100). The foregoing limitations and exclusions apply except to the extent expressly precluded by applicable law. In such jurisdictions, all or a portion of the above limitations may not apply to you and the scope and duration of the Mastercard parties' warranties and the extent of their liability will be the minimum permitted under such applicable law.

Masterpass is provided "as is," "as available," and with all faults. The Mastercard parties disclaim all warranties, express and implied, including, but not limited to, any warranties of merchantability, quality of information, quiet enjoyment, non-infringement, title, or fitness for a particular purpose. Mastercard does not warrant that the information contained in Masterpass, or on any third party site will be accurate or complete, or that Masterpass or any third party site will be error free, uninterrupted, free from spyware, malware, adware, viruses, worms, or other malicious code, or will function to meet your requirements. Mastercard does not warrant that Masterpass will work with your operating system or with any other software installed on your computers or mobile devices. Information obtained by you from Mastercard will not create any warranties. You assume all risks associated with your use of Masterpass. It is your sole responsibility to determine whether Masterpass is suitable and adequate for your needs. You specifically acknowledge that Mastercard does not have any control over your payment information transmitted by Masterpass on your behalf, and Mastercard cannot ensure that all transactions will be completed or that the party who has issued your Card or rewards number, as applicable, will authorize the transactions that you initiate.

## 9. QR PAYMENTS

- 9.1 By registering for a CIMB Pay Account, you agree and acknowledge that the said CIMB Pay Account will be automatically enabled for QR Payments.
- 9.2 CIMB Pay's QR Payments service is only available on QR Payments Compatible Device(s). The list of QR Payments Compatible Devices can be viewed on CIMB Bank's website. The provided list is non-exhaustive and CIMB Bank reserves the right to add or remove the Devices listed ~~and~~ from time to time at CIMB Bank's sole and absolute discretion and CIMB shall not be liable or responsible for any loss or damage that you may suffer or suffered as a result of the said addition or removal.
- 9.3 You agree and acknowledge that by adding Card(s) into your CIMB Pay Account and scanning QR codes using your QR Payments Compatible Device(s) at supported Merchants, you are authorising payment for the merchant's product and/or services to be charged to your primary or selected Card whether or not the said transaction is authorised by you.
- 9.4 Completion of QR Payments transactions are also subjected to authorization and posting via existing transaction processing methods.
- 9.5 You acknowledge that CIMB Bank reserves the rights to specify limits on the number of transactions, the amount on each transaction and the period which CIMB Pay's service(s) is allowed to be operated by giving you adequate prior notice.
- 9.6 When using In-store Payments to purchase any goods and/or services from a merchant, you acknowledge that there may arise situations due to merchant's system constraint or for any other reason, the merchant may not be able to accept this payment method and require you to complete the transaction with your physical Card or by cash. CIMB Bank shall not be liable for any losses that you may suffer or have suffered as a result of the failure to complete or execute Instructions for In-store Payments and the merchant's inability to accept this form of payments

## 10. MESSENGER

- 10.1 You acknowledge that various notices in the form of push notifications and in-application notifications will be sent through CIMB Pay. By downloading and accessing CIMB Pay, you expressly agree and consent to enable location tracking and receive notifications and messages from CIMB including but not limited to system alerts (e.g. transaction notifications) and promotions (targeted or otherwise). You may disable Messenger at any time by logging in to CIMB Pay on your Device(s) and editing your CIMB Pay settings.
- 10.2 You acknowledge and agree that Messenger will be automatically enabled and notification and messaging service will be delivered on all Device(s) that CIMB Pay is downloaded on unless you have opted to disable this in your CIMB Pay settings.
- 10.3 If your Device(s) is switched off, out of range, or subject to a variety of other conditions, you may not receive all messages or messages may be delayed. Cellular and other wireless transmission services and networks are inherently insecure and subject to service disruptions, weak or dropped signals, and other failures over which CIMB has no control. CIMB Pay assumes no responsibility or liability of whatsoever nature for any delays or failure to receive messages or any security breaches related to any of the foregoing.
- 10.4 For any two-way messages which allow or require your response, you agree and acknowledge that you shall use Messenger for the transmission of relevant responses and shall not use it for any other purpose including but not limited to the transmission of spam or chain messages or any type of unsolicited messages which do not relate to CIMB Bank or CIMB Pay.
- 10.5 You agree and acknowledge that CIMB Bank may fix a limit as to the number of messages you may send, receive or store in through Messenger at any time.

- 10.6 You further agree and acknowledge that you shall not transmit messages that are obscene, threatening or defamatory in any way.
- 10.7 You agree and acknowledge that any data, information or Instructions that you communicate or transmit via Messenger shall, unless otherwise expressly stated by you, be deemed as true, accurate and complete and CIMB Bank shall be entitled to rely on and where necessary act upon any such data, information or Instructions without being liable in relation thereto.
- 10.8 Pursuant to Clause 10.7 and notwithstanding anything contained in this Agreement, you agree and acknowledge that any communication or transmission between you and CIMB via Messenger which meets CIMB's operating standards and requirements shall be deemed to be valid, accurate and authentic and as good as, and given the same effect as, written and/or signed documentary communications.

## 11. DEALS

- 11.1 You acknowledge that you may be prompted to provide personal information such as name, date of birth and gender which may be used for purposes of enabling CIMB Bank to display and push personalised and/or targeted deals to you.
- 11.2 Deals content provided in this application and the Service(s) herein is without any express or implied warranty as to its completeness and/or its accuracy and is provided on an "as-is" basis.
- 11.3 CIMB Bank does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party or any hyperlinked website or other advertising on this application. CIMB Bank does not support or encourage illegal consumption of alcohol or tobacco. You are to exercise caution and use your own judgment when using this service.
- 11.4 CIMB Bank has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites and is not responsible for monitoring any transaction between you and third-party providers of products or services as a result of the deal(s) displayed.

## 12. FEES AND CHARGES

- 12.1 While CIMB Bank currently makes CIMB Pay and the Service(s) herein available free of charge, CIMB Bank may in the future charge for CIMB Pay (or additional service(s) at any time, in its sole discretion by providing prior notice to you in accordance with Clause 12.2. CIMB Bank may also discontinue, modify, or change CIMB Pay, or its related services and systems at any time. Such changes may require you to update your information related to your Card(s) and/or CIMB Pay Account in order to continue using CIMB Pay. CIMB Bank shall have no liability or obligation to you with regard to any modifications or changes it makes to CIMB Pay.
- 12.2 CIMB Bank will by giving twenty one (21) calendar days prior notice to inform you of:-
- i) Fees, commission and charges ("Fees and Charges") and/or any variations thereof in writing or in any manner deemed applicable by CIMB Bank.
  - ii) All levies and taxes including service tax or Goods and Services Tax ("Taxes") which expression includes any penalties payable thereunder) taxes in any manner deemed applicable by CIMB Bank.

Should you disagree with the imposition of such Fees and Charges or Taxes and/or variations thereof, you shall cease to use CIMB Pay or the particular Service(s) to which such Fees and Charges or Taxes relate to. Your continued use and access of CIMB Pay or any of the Service(s) herein to which such Fees & Charges, Taxes and/or variations relate to shall be deemed as your agreement and binding acceptance of the same.

- 12.3 If and when applicable, you shall pay any Fees and Charges and Taxes in respect of such Service(s) under or otherwise howsoever relating to your CIMB Pay Account. You shall pay to CIMB Bank all relevant charges at such rates and in such manner as CIMB Bank may impose and/or stipulate from time to time with respect to CIMB Pay and/or any of the service(s) herein.
- 12.4 You agree and acknowledge that all Fees and Charges and Taxes including but not limited to telephone and telecommunication charges, relating to your access and connection to CIMB Pay including any fees and charges imposed by any Network Service Provider shall be borne solely by you, and CIMB Bank shall neither be responsible nor liable in relation thereto.
- 12.5 You agree and acknowledge that all Fees and Charges and Taxes applicable to the Card(s) shall be subject to the Card's Terms and Conditions provided by your respective Card issuer.

### 13. DISCLOSURE OF INFORMATION

- 13.1 You hereby expressly authorise and permit CIMB Bank to divulge, reveal and/or otherwise disclose any and all particulars and information relating to yourself or your CIMB Pay Account, Card(s), underlying account(s) or any transactions or dealings between you and CIMB Bank via CIMB Pay and the Service(s) herein:-
- i) To any of its subsidiaries, affiliates, business partners and/or any other persons to the extent necessary to complete, verify or restrict a transaction or Instruction;
  - ii) To comply with laws, regulations, government agencies and authorities in Malaysia and elsewhere including court orders and requests;
  - iii) To verify the existence and condition of your CIMB Pay Account, Card(s), or underlying account(s) for a third party such as a credit bureau or merchant;
  - iv) To provide service(s) relating to your CIMB Pay Account, Card(s), or underlying account(s) or to offer other facilities, products and service(s) unless you duly inform us otherwise;
  - v) In connection with examination by banking authorities;
  - vi) Where you request or authorise CIMB Bank to do so, whether in writing or otherwise;
  - vii) To protect and defend CIMB Bank and its property; and
  - viii) To protect the interest of the public including but not limited to the detection of crimes and the apprehension of criminals.
  - ix) Not in derogation of the provisions in Clause 13.1 above and subject to the provisions below which (i) prohibit disclosure of information to the Group Companies if objected to by you; and (ii) require your express consent for disclosure of information to third parties for the stated purposes, you hereby agrees and authorise CIMB Bank to disclose to any of its agents, service providers, auditors, legal counsel, professional advisors, security providers and guarantors in or outside Malaysia and to companies within the group of CIMB Bank as well as companies within the group of CIMB Group Holdings Berhad, CIMB Bank's ultimate holding company ("the Group Companies") whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia any information relating to you, your affairs and/or any accounts maintained by you with CIMB Bank and or CIMB Islamic Bank for facilitating the business, operations, facilities and service(s) of or granted or provided by CIMB Bank, CIMB Islamic Bank and/ or the Group Companies to their customers.

Disclosure to the Group Companies shall be for facilitating the operations, businesses, cross-selling and other purposes of CIMB Bank and/ or the Group Companies provided always that disclosure for cross-selling purposes shall not be affected if such disclosure is objected by you by contacting CIMB Bank at the following telephone number or address (which may be changed by CIMB Bank from time to time by notice to you):  
19th Floor, MenaraBumiputra-Commerce,  
11 Jalan Raja Laut,  
50350 Kuala Lumpur,  
Tel: +603 6204 7788.

Further, where CIMB Bank intends to share your information (excluding information relating to your affairs or account(s)) with third parties for strategic alliances, marketing and promotional purposes, CIMB Bank shall ensure that your consent has been obtained.

- 13.2 You authorise CIMB Bank to procure any information from any person, organization, authority, company, corporate or unincorporated body or any other entity as CIMB Bank may in good faith deem fit in connection with your CIMB Pay Account, Card(s), underlying account(s) or the Service(s) herein and authorises the disclosure by such person of any information required by CIMB Bank.
- 13.3 In submitting to CIMB Bank any Instructions or in continuing with the CIMB Pay Account(s) or the use of the Service(s) herein, you shall be deemed to have conferred upon CIMB Bank in such Instructions or by such conduct as the case maybe, your due authorisation and permission for such disclosure in accordance with the terms hereof.
- 13.4 Though CIMB Bank shall endeavour to ensure the security of your information which is transmitted through CIMB Pay and the Service(s) herein, you agree and acknowledge that CIMB Bank does not make any warranties in respect of the same and you hereby accept the risk associated with the use of the Internet medium including but not limited to the risk that all information transmitted through CIMB Pay may be accessed by unauthorised third parties and accordingly, you shall not hold CIMB Bank responsible or liable for any such unauthorised access, theft of information or any losses resulting therefrom.

## 14. YOUR RESPONSIBILITY AND UNDERTAKINGS

- 14.1 You shall, at all times, be responsible for obtaining and using the necessary application version, Device(s), operating system, internet browser and/or any other hardware and/or software necessary including any new and recent versions thereof, which is necessary to obtain access to CIMB Pay at your own risk and expense.
- 14.2 You shall be responsible for the maintenance of any account that you may have with a Network Service Provider for your access to CIMB Pay and you hereby agree, acknowledge and understand that such access will, to that extent, be subject to the terms and conditions of your Network Service Provider.
- 14.3 You agree and acknowledge that CIMB Bank will not be held liable for your inability to access / use CIMB Pay or any part thereof, the rejection of your transactions, the incorrect processing of your transactions as a result of your failure to maintain your account with the Network Service Provider or your failure to obtain or use the necessary application version, Device(s), internet browser and/or other hardware and/or software including but not limited to any failure to upgrade the relevant operating system and/or software or to use the new and recent versions of the same as may be required by CIMB Bank.
- 14.4 You agree to observe all security measures in relation to your CIMB Pay Account(s) and the access to and use of CIMB Pay as specified in this Agreement and any other rules and regulations, policies or guidelines as may be in force in relation thereto.
- 14.5 You shall furnish CIMB Bank with complete, accurate and timely data, information and Instructions in relation or in connection with any transactions and performance of any transactions made through CIMB Pay and the Service(s) herein.
- 14.6 You shall not initiate any claims, actions or suits against CIMB Bank, for any unauthorised use of CIMB Pay and the Service(s) herein whether as a result of your CIMB Pay Username, CIMB Pay Passcode, Fingerprint(s), Face ID and / or OTP being compromised or otherwise.
- 14.7 You shall not interfere with the access to and use of CIMB Pay and the Service(s) herein by other CIMB Pay users and you shall not use CIMB Pay for any purpose other than conducting authorised transactions pertaining to your CIMB Pay Account(s). You shall also not hack, attempt to hack or gain unauthorised access, whether directly or indirectly, into CIMB Pay, any other CIMB Pay users' account(s) and/or the Service(s), for any purpose whatsoever.
- 14.8 You shall observe all reasonable propriety and etiquette in your communications with CIMB Bank and shall not communicate any obscene or defamatory information to CIMB Bank whether through CIMB Pay or otherwise.

- 14.9 You shall keep yourself informed and updated of CIMB Bank's relevant and applicable policies and practices and other terms applicable to CIMB Pay, CIMB Pay Account(s), Card(s), underlying account(s), the Service(s) herein as provided by CIMB Bank to you.
- 14.10 You shall not install or use CIMB Pay on a jail-broken or rooted Device(s). Unauthorised modifications to any Device(s) operating systems ("jail-breaking or rooting") bypass security features and can cause numerous issues to the hacked devices. CIMB Bank strongly cautions against installing CIMB Pay in any hacked Device(s) as such Device(s) are vulnerable to fraudulent attacks and may expose your CIMB Pay Account(s) to being used by unauthorised persons and or lead to unauthorised access and/or use of CIMB Pay and the Service(s) by any person, whether remotely performed or otherwise. You shall remain solely liable for any Loss and shall indemnify and hold CIMB Bank harmless against any Loss arising from your use of a jail-broken or rooted Device(s) and you shall not hold CIMB Bank responsible or liable for any such unauthorised access, theft of information or any Loss resulting therefrom. CIMB Bank expressly disclaims liability for any Loss that you may incur or suffer (including losses due to unauthorised transactions) which is due to, arising from or as a consequence of your use in such jail-broken or rooted device(s), hardware or software and CIMB Bank shall not be liable for any Loss or any other consequences in relation to any Device(s), hardware or software in connection with CIMB Pay or the Service(s) which are damaged, corrupted or fail to work and by virtue of the same being offered by jail-breaking or rooting.
- 14.11 You agree to observe all reasonable measures to notify CIMB Bank immediately of any Device(s) lost or stolen Device(s) that have been downloaded with CIMB Pay in order to suspend / disable your CIMB Pay Account on the Device(s). If the lost or stolen Device(s) is recovered, you may contact CIMB Consumer Contact Centre to unsuspend your CIMB Pay Account on the said Device(s) and you may resume use of CIMB Pay if you are certain the Device(s) has not been tampered with in any way rendering the CIMB Pay unsafe to use while it was not in your possession.
- 14.12 You agree to observe all reasonable measures to notify CIMB Bank immediately of any lost or stolen Card(s) that have been setup for CIMB Pay in order to disable your Card in CIMB Pay.
- 14.13 You agree to be and shall remain liable to CIMB Bank for any goods or services supplied by merchants by the use of CIMB Pay by any person before CIMB Bank's receipt of your written or verbal notification of the loss and/or theft of the Card and/or Device(s).
- 14.14 Where there is any loss and / or stolen Device(s), if requested by the Bank, you must also provide the Bank with:-
- (i) a copy of the police report; and / or
  - (ii) a written confirmation
- made by you of the loss and / or theft of Device(s) within seven (7) calendar days from the Bank's request.

## 15. ERROR REPORTING AND QUERIES

- 15.1 Should you wish to report any error or to dispute an in-store payments transaction performed using CIMB Pay, you may e-mail or call the CIMB Consumer Contact Centre at the following address and contact number:-

**CIMB Consumer Contact Centre**  
10th Floor, Menara Atlas, Plaza Pantai,  
No. 5, Jalan 4/83A, Off Jalan Pantai Baru,  
59200 Kuala Lumpur

**Tel:** +603 6204 7788  
**Email:** callcentre@cimb.com

- 15.2 For the avoidance of doubt, all telephone calls made to CIMB Consumer Contact Centre shall be

logged by CIMB Bank.

- 15.3 Subject to Clause 15.4, you may be required to disclose to CIMB Bank all relevant information relating to any report, query or complaint including but not limited to your name, the relevant Card(s) and/or account(s), a description of any such error, query or complaint, date of the disputed transaction or error, an explanation on why you believe it to be an error or why you require more information and the amount(s) involved in the suspected error disputed transaction, query or complaint, as maybe relevant. Notwithstanding this, you shall not, at any time and under any circumstances whatsoever, disclose your CIMB Pay Passcode, Fingerprint(s), Face IDand / or OTP to any CIMB Bank staff or representative.
- 15.4 Where any communication involves your sensitive or confidential information whether in relation to your CIMB Pay account(s), Card(s), underlying account(s) or any transactions made in relation thereto or otherwise, CIMB Bank does not encourage the communication of any such information via electronic-mail ("e-mail") and you agree and acknowledge that should you proceed with such mode of communication in relation to such information, you shall undertake all inherent risks associated with such mode of communication and shall not, at any time whatsoever, hold CIMB Bank responsible or liable for the security of such information or any loss suffered in relation thereto.
- 15.5 In the event that CIMB Bank requests you to make such report, complaint or query in writing to CIMB Bank, you shall do so within five (5) Business days thereafter. If no such written report, complaint or query is received by CIMB Bank within the said period, CIMB Bank will not be under an obligation to conduct any investigation and answer any such query or complaint.
- 15.6 Subject to Clause 15.7, CIMB Bank shall endeavour to investigate the complaint, answer the query or inform you of the results of its investigation as soon as practicable or in any case within ten (10) Business days of receipt of such report, query or complaint or where a subsequent written report, query or complaint is requested by CIMB Bank pursuant to Clause 15.5, within ten (10) Business days of receipt of such subsequent written report, query or complaint.
- 15.7 If CIMB Bank requires more time to conduct its investigation, CIMB Bank shall extend the period stated in Clause 15.6 above to such reasonable period as it deems necessary in its sole discretion which shall as far as reasonably possible not exceed thirty (30) Business days from the date of receipt of such report, query or complaint or where a subsequent written report, query or complaint is requested by CIMB Bank pursuant to Clause 15.5, within thirty (30) Business days of receipt of such subsequent written report, query or complaint.
- 15.8 You shall as far as possible co-operate and assist CIMB Bank in the conduct of its investigations, including allowing CIMB Bank and its investigation team to access the Device(s) used for the error or disputed transaction.
- 15.9 Subject to the provisions of this Agreement, upon the completion of an investigation, CIMB Bank shall make reasonable endeavours to correct any error promptly and to make the necessary adjustments to your CIMB Pay account(s), Card(s) and underlying account(s) and notify you of the adjustments made pursuant thereto.
- 15.10 In any case, CIMB Bank shall inform you of the results of the investigation within ten (10) Business days of the completion of CIMB Bank's investigations in Clause 15.6 or 15.7, as the case may be.
- 15.11 CIMB Bank shall follow security procedures and protect its customer's information and transactions against unauthorised access, disclosure, alteration and/or its misuse. Henceforth, subject to Clause 18, CIMB Bank assures total reimbursement to you in the event you suffer monetary losses due to direct loss from your Account arising from your use of CIMB Pay and the service(s) provided always the losses were due to CIMB Pay's system malfunctioning wherein such malfunctioning will be subject to confirmation by the Digital Banking Department, CIMB Bank. CIMB Bank, however, will not be responsible for any loss due to your CIMB Pay Username, CIMB Pay Passcode, Fingerprint(s), Face IDand / or OTP being compromised as it is you're first and foremost responsibility to keep your information safe at all times.
- 15.12 Where you are not satisfied with the outcome of the investigation or of your complaint, you may

appeal against such outcome:-

- i) to the Senior Management of CIMB Bank in writing to the address as specified in Clause 15.1 above; or
- ii) by referring such complaint to the Financial Ombudsman Scheme.

- 15.13 From time to time, CIMB Bank may ask you for your feedback, suggestions, comments or ideas (collectively "Feedback") on CIMB Pay and its Service(s) herein or other products or services and you may submit your feedback through CIMB Pay. You agree that CIMB Pay may use and exploit all Feedback you provide for any purpose without obligation of any kind and without any obligation of confidentiality, attribution, accounting, compensation, or other duty to account to you.

## 16. STATEMENTS, CONFIRMATION AND ADVICE

- 16.1 Where CIMB Bank sends or delivers to you a notification, confirmation or advice, you shall verify each and every such notification, confirmation or advice and shall give CIMB Bank written notice of any such error or omission in any such notification, confirmation or advice within fourteen (14) days from the date of the said notification, confirmation or advice in accordance with Clause 15 above. Where no such notice is received by CIMB Bank within the said fourteen (14) days, such statement, confirmation and advice shall as against you be deemed as true, correct and accurate as regards all transactions and amounts stated therein and shall be conclusive evidence of the transaction and your liability to CIMB Bank.

## 17. UPDATING OF YOUR PARTICULARS AND CARD INFORMATION

- 17.1 You shall promptly update within CIMB Pay and/or notify CIMB Bank in writing or by such other means as CIMB Bank deems acceptable of any changes or variations in your personal particulars, your mobile telephone number and/or Card information and CIMB Bank shall be entitled to assume that there have been no changes or variations until you have performed the update within this application and/or CIMB Bank has received notice thereof given by you. Provision of such particulars during the enrolment process in CIMB Pay does not deemed automated updating of your personal particulars, your mobile telephone number and/or Card information.

## 18. EXCLUSIONS OF LIABILITY

- 18.1 CIMB Bank shall use all reasonable efforts to ensure the operation and provision of CIMB Pay and the service(s) herein. However, you agree and acknowledge that CIMB Bank does not make any warranties or representations of any kind whatsoever with respect to CIMB Pay and the service(s) herein, whether express or implied and subject to Clause 18.6, shall not be responsible or liable for any Loss whatsoever howsoever arising whether in tort, contract or indemnity, in relation to the provision of CIMB Pay and the service(s) herein whether suffered by you or any other person with the exception of Losses which are caused by the fraudulent or gross negligent conduct of CIMB Bank's Officers.
- 18.2 Without limiting the generality of Clause 18.1 above, CIMB Bank shall not be liable for any Loss caused by or arising from one or more of the following events or matters howsoever caused or incurring:-
- i) Any malfunction, defect in and/or any breakdown, disruption or failure of any telecommunications, Device(s), terminal, server or system whether or not owned, operated or maintained by you, CIMB Bank or any other person, including but not limited to the failure of any such equipment or system to accept, recognise or process any CIMB Pay Username, CIMB Pay Passcode, Fingerprint(s), Face ID and / or OTP or Instruction;
  - ii) Any malfunction, breakdown, disruption and/or unavailability of CIMB Pay and the service(s) herein or any portion thereof, howsoever arising;
  - iii) CIMB Pay and any of service(s) herein not being accessible, available or functioning;
  - iv) Any failure or delay caused by your Internet browser or other software, computer virus or related problems;



- v) The corruption, destruction, alteration, loss of or error in your Instructions or any data or information in the course of transmission through CIMB Pay;
- vi) Any intrusion, interference or attack by any person, virus, Trojan Horse, worms, macros, malicious programs or other harmful components or deleterious programs or files;
- vii) Any use of CIMB Pay on a jail- broken or rooted Device(s) as set out in Clause 13.10;
- viii) Any loss, theft or unauthorised use of your CIMB Pay Username, CIMB Pay Passcode, Fingerprint(s), Face ID, and / or OTP;
- ix) Any remote interception as a result of a malicious program stored in any telecommunications, or Device(s) whether or not owned, operated or maintained by you.
- x) Any purported access to and use of CIMB Pay and the service(s) herein, your CIMB Pay Username, CIMB Pay Passcode, Fingerprint(s), Face ID, and / or OTP as well as any other software or hardware provided by CIMB Bank to you, if any;
- xi) Any malfunction or breakdown in the software or hardware provided by CIMB Bank to you, if any;
- xii) Any unauthorised access and/or use of CIMB Pay and the service(s) by any person, whether remotely performed or otherwise;
- xiii) Any prohibition, suspension, delay or restriction of your access to CIMB Pay and the service(s) herein by the laws and regulations of any country from which you access CIMB Pay;
- xiv) Any prohibition, suspension, delay or restriction of your access to CIMB Pay and the service(s) caused by, relating to or in connection with your Network Service Provider;
- xv) Any inaccuracy or incompleteness of information, data or Instructions given by you in relation to setup and/or any transactions or the performance of any transactions or otherwise in relation to the provision of any of the service(s);
- xvi) Your failure, neglect or omission to maintain sufficient funds in the relevant Card(s) and/or underlying account(s) to perform any of your Instructions;
- xvii) Your inability to perform any transactions due to limits set by CIMB Bank from time to time;
- xviii) Your failure, neglect or omission to act in accordance with the terms and conditions of this Agreement and any other rules, regulations, policies and guidelines currently in force;
- xix) Any delay in the delivery or non-delivery or any documents or materials, whatsoever, under this Agreement;
- xx) Any event, the occurrence of which is beyond CIMB Bank's reasonable control, including but not limited to fire, earthquake, flood, lightning, riots, strikes, lockouts, government action, war, disruption of electrical or power supply;
- xxi) Any delay and/or inability to notify CIMB Bank to disable your CIMB Pay Account on a lost or stolen or compromised Device(s);
- xxii) Any delay and/or inability to notify CIMB Bank to disable your lost or stolen or compromised Card on your CIMB Pay account(s); or
- xxiii) Any Loss which is caused by third parties.

18.3 While CIMB Bank shall make reasonable efforts to ensure that the information on their website is accurate and current, there may be instances where inaccurate or incomplete information is inadvertently displayed. In the event such information, pricing or rate is incorrect or incomplete, the Banks shall have the right at their sole and absolute discretion, to refuse, avoid, nullify and/or cancel any Instruction(s) and or any transaction effected under the Account, Card(s), underlying account(s), service(s) and any other transactions effected due to, arising from or as a consequence of the inaccurate or incomplete information. CIMB Bank assumes no responsibility for any error or omission in the content of the said website, and expressly disclaims liability for any losses incurred due to such errors, inaccuracy misstatements or omissions.

18.4 So long as CIMB Bank acts in good faith in acting upon or carrying out any Instructions or actions, CIMB Bank shall neither be responsible nor liable to you in any respect for any Loss caused by or arising from CIMB Bank's execution or implementation of such Instructions or any matter arising therefrom.

18.5 Without prejudice to the generality of the foregoing and notwithstanding any provision to the

contrary in this Agreement or in any other agreement between CIMB Bank and you, or any other agreement between CIMB Islamic Bank and you, CIMB Bank or CIMB Islamic Bank shall not in any event be responsible or liable to you for any indirect or consequential Loss, or for punitive damages, whether arising from any breach of CIMB Bank's or CIMB Islamic Bank's obligations to you or otherwise.

18.6 Where CIMB Bank:

- i) fails to observe the procedures on complaints and investigation as set out in Clause 15; and
- ii) such failure:
  - a) is caused by the fraudulent or gross negligent conduct of CIMB Bank's Officers; and
  - b) prejudiced the outcome of the complaint or resulted in delay in its resolution,

CIMB Bank may, subject to Clause 4.10, 4.12, and 4.13, be liable to you up to the full amount of the particular transaction which is the subject of complaint.

## 19. VARIATION AND NOTICES

19.1 CIMB Bank reserves the right to change, modify, delete, amend, add or vary the terms and conditions of this Agreement from time to time but CIMB Bank will, subject to Clause 19.6, give at least twenty one (21) calendar days' notice of any such additional or amended terms and conditions.

19.2 Such notice may be provided to you either in writing addressed to the last address given by you to CIMB Bank or in the form of a notice displayed at CIMB Bank's branches or websites or in the form of a notice displayed on the screen when accessing CIMB Pay or through a Messenger notification or in such other manner as may be prescribed by CIMB Bank from time to time.

19.3 Unless otherwise specified herein to the contrary, all notices and communications by CIMB Bank in relation to CIMB Pay may be given by CIMB Bank in any one of the following manners:-

- i) By registered post to your last address in CIMB Bank's records;
- ii) By ordinary post to your last address in CIMB Bank's records;
- iii) By facsimile, e-mail, Messenger notification or other forms of instantaneous communication to your last known contact number, e-mail address or Messenger-enabled application in CIMB Bank's records;
- iv) By display at CIMB Bank's premises, including those of its branches;
- v) By display on the screen upon access to CIMB Pay and / or CIMB Bank's web site;
- vi) By any other manner as CIMB Bank deems fit.

19.4 All notices and communications sent by CIMB Bank to you, shall, unless otherwise specified herein or in the said notice or communication, be deemed to have been received and effective, as follows:-

- i) If by registered post; upon acknowledgement of receipt;
- ii) If by ordinary post, two (2) Business days after posting for peninsular Malaysia and five (5) Business days after posting for Sabah & Sarawak and places outside of Malaysia;
- iii) If by facsimile, e-mail, Messenger notification or other instantaneous communication, when dispatched; and
- iv) If by display (whether at CIMB Bank's premises or on the CIMB Pay and / or CIMB Bank's website) upon such display being made.

19.5 If you continue to use CIMB Pay after the effective date of any additional or amended terms and conditions, or where no effective date is specified, after a period of twenty one (21) calendar days upon your receipt of such notice, whether actual or deemed in accordance with Clause 19.4, then you shall be deemed to have accepted such additional or amended terms and conditions and agreed to be bound by the same.

- 19.6 You agree and acknowledge that where the changes or amendments made are necessitated by an immediate need to restore or maintain the security of a transaction, your CIMB Pay Account(s), Card(s) and underlying account(s), CIMB Bank may proceed with making such changes and amendments without notice to you.
- 19.7 Subject to anything herein to the contrary, all notice(s) from you to CIMB Bank shall take effect only upon CIMB Bank or CIMB Islamic Bank (as the case may be) duly recording the same in its records.

## 20. TERMINATION

- 20.1 Subject to Clause 20.3, you agree and acknowledge that CIMB Bank reserves the sole right and discretion to suspend, terminate or restrict your access to CIMB Pay or any part thereof for any reason, by giving seven (7) calendar days prior notice to you and without any liability whatsoever to you or any other third party for doing so.
- 20.2 Notwithstanding the generality of Clause 20.1, CIMB Bank may terminate, suspend or restrict your access to CIMB Pay immediately upon giving you notice, if:-
- i) You cease to maintain any CIMB Pay Account(s) and/or Card(s) with CIMB Bank or CIMB Islamic Bank which can be accessed via CIMB Pay;
  - ii) You breach of any term, condition or provision of this Agreement or laid down by any legal, regulatory or other authority or body relevant hereto;
  - iii) If you fail to pay any Fees and Charges and/or Taxes when due;
  - iv) If you have provided CIMB Bank with false or incomplete information for your access to or use of CIMB Pay;
  - v) If you become, threaten or resolve to become or is in jeopardy of becoming subject to any form of insolvency administration;
  - vi) If, in CIMB Bank's opinion, it is in the public interest to do so;
  - vii) If, in CIMB Bank's opinion, it is required to facilitate investigation on matters pertaining to suspected fraudulent or unauthorized usage; or
  - viii) If CIMB Bank is notified and requested by any authority, including but not limited to Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities ("the relevant authorities") to terminate, suspend or restrict your access to CIMB Pay regardless of whether the relevant authorities have the legal or valid authority to so request CIMB Bank or CIMB Islamic Bank.
- 20.3 You may terminate your access to and use of CIMB Pay or any service(s) at any time, by giving at least fourteen (14) day's prior written notice to CIMB Bank. The notification will not be effective until CIMB Bank has received your notice, acknowledges it and proceeds to terminate your access to and use of CIMB Pay or the relevant portions thereof.
- 20.4 You agree and acknowledge that termination does not affect your liability or obligations in respect of Instructions received by CIMB Bank prior to such termination that have been processed or are being processed by CIMB Bank.
- 20.5 You further agree and acknowledge that where an Instruction was received by CIMB Bank prior to such termination herein but has not been processed, and your access to CIMB Pay is thereafter terminated, you shall neither hold CIMB Bank responsible nor liable for any failure to process the said Instruction.
- 20.6 Any rights and obligations under this Agreement which by their term and sense would survive the termination of this Agreement in any way shall continue to be in full force and effect thereafter.

## 21. INDEMNITY

- 21.1 In addition and without prejudice to any other right or remedy of CIMB Bank, whether under this

Agreement or otherwise, you shall indemnify and hold CIMB Bank harmless from and against any and all Loss suffered or incurred by CIMB Bank as a result of any of the following:-

- i) Any failure by you to comply with any of the terms and conditions of this Agreement; and/or
- ii) CIMB Bank acting in accordance with any Instructions or in any manner pursuant to this Agreement.

21.2 You agree and acknowledge that your obligation to indemnify CIMB Bank herein shall survive the termination of this Agreement or CIMB Pay.

21.3 You shall indemnify and hold CIMB Bank or harmless from and against any and all Fees and Charges or Taxes payable by you pursuant to this Agreement and you irrevocably authorise CIMB Bank to charge any of your Card(s) or account(s) for the payment of such Fees and Charges or Taxes.

## 22. GENERAL LIEN

22.1 In addition and without prejudice to any right which CIMB Bank or CIMB Islamic Bank may have under law or otherwise, all funds, instruments and other property belonging to you in the possession or control of CIMB Bank or CIMB Islamic Bank shall be subject to a general lien in favour of CIMB Bank or CIMB Islamic Bank in respect of all sums or other liabilities now or at any time hereafter due, owing or incurred by you to CIMB Bank or CIMB Islamic Bank on the Card(s) or account(s), CIMB Pay and/or the service(s), herein, or otherwise in any manner whatsoever, in any currency, whether actual or contingent, joint or several and CIMB Bank or CIMB Islamic Bank may apply the proceeds thereof in settlement of those sums and liabilities.

## 23. INTERNATIONAL USE

23.1 You agree and acknowledge that your access and use of CIMB Pay from outside of Malaysia may be subject to, among others:-

- i) exchange control regulations of Bank Negara Malaysia;
- ii) other fiscal or exchange control requirements of the country where the transaction is effected or requested;
- iii) other relevant laws and regulations of Malaysia and the country where the transaction is effected or requested;
- iv) the Bank's foreign exchange rate at the time of transaction; and
- v) your respective Cards' terms and conditions in regards to international use.

23.2 Further, you agree and acknowledge that Bank Negara Malaysia and the laws and regulations of the country in which the transaction is effected or requested may limit or determine the maximum amount of a particular transaction and the purpose for which such transaction is affected.

23.3 Pursuant to Clause 23.1, this is only applicable for In-Store and Online Payments. QR Payments remain as transactions made using domestic currency MYR, applicable for transactions within Malaysia Only.

## 24. EVIDENCE

24.1 You agree and acknowledge not to dispute the validity, accuracy or authenticity of any evidence of your Instructions and/or communications transmitted between CIMB Bank and you, including but not limited to any evidence in the form of CIMB Bank's computer records which may take the form of, among others, telephone logs, transaction logs, magnetic tapes, cartridges, computer printouts of any communication and any other form of information and data storage, all of which having been produced by CIMB Bank's computers in the course of their ordinary use.

- 24.2 Pursuant to Clause 24.1, you further agree and acknowledge that it shall refer and at all times, treat all of the said computer records of CIMB Bank therein as conclusive evidence of your Instructions and/or communications received or sent by CIMB Bank.
- 24.3 Notwithstanding anything contained in this Agreement, you agree and acknowledge that all your said Instructions and/or communications which are sent to CIMB Bank and meet the operating standards and requirements of CIMB Bank shall be deemed to be as good as, and given the same effect as, written and/or signed documentary communications.

## 25. GENERAL

- 25.1 The failure or delay on the part of CIMB Bank in exercising any right, power, privilege or remedy under this Agreement upon any default on your part shall not impair any such right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence in such default. No waiver shall be valid unless made in writing by CIMB Bank. Any waiver by CIMB Bank shall not operate as a waiver of any subsequent default by you.
- 25.2 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement 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 here from.
- 25.3 Notwithstanding from where you access CIMB Pay, you agree and acknowledge that this Agreement shall be governed by and construed in accordance with the prevailing laws of Malaysia and subject to Clause 25.4, the Malaysian courts shall have exclusive jurisdiction to hear and determine all actions and proceedings arising out of this Agreement and accordingly, you also agree and acknowledge to be subject to the same.
- 25.4 Notwithstanding anything herein, you agree and acknowledge that you shall use all reasonable efforts to negotiate with CIMB Bank in good faith and settle amicably any dispute that may arise out of or in relation to this Agreement. Where any such dispute cannot be resolved or settled amicably, you may refer such dispute to the Financial Ombudsman Scheme. If such mediation also fails to result in a settlement, the matter, at the election of either you or CIMB Bank, may be submitted to a court of competent jurisdiction in Malaysia.

## 26. ACCEPTANCE OF TERMS AND CONDITIONS

- 26.1 You acknowledge that from the first time you register for a CIMB Pay Account, you shall be deemed to have read, understood and agreed to be bound by the terms and conditions of this Agreement and you further acknowledge and accept all inherent risks associated in performing and accessing any CIMB Pay In-store Payments, QR Payments , Online Payments and the Service(s) herein.
- 26.2 You agree to abide by the terms and conditions of this Agreement in your access and use of CIMB Pay.
- 26.3 You are solely responsible for ensuring your use of CIMB Pay complies with the terms and conditions that govern the Card(s) that you store in and use in your CIMB Pay account. You also are responsible for all charges and/or debits to your Cards that result from transactions made using CIMB Pay and any fees that the issuers of your Cards may charge in connection with such transactions. You are solely responsible for reporting and paying any applicable taxes arising from transactions originated using your CIMB Pay account and you shall comply with any and all applicable tax laws in connection therewith.
- 26.4 All eligible corporate Cards added into CIMB Pay should be used in accordance with your company policy.

