

## **Terms Of Access**

PLEASE READ & UNDERSTAND THE FOLLOWING TERMS AND CONDITIONS WHICH GOVERN YOUR ACCESS TO THE [www.cimbclicks.com.my](http://www.cimbclicks.com.my) WEBSITE (THIS "WEBSITE") AND USE OF THE SERVICES PROVIDED THROUGH THIS WEBSITE, ANY CIMB MOBILE APPLICATION AND ANY OTHER APPROVED ELECTRONIC MEDIUM (THE "SERVICES"). BY ACCESSING THIS WEBSITE AND/OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF ACCESS AND THE CIMB CLICKS INTERNET BANKING AGREEMENT BELOW (THE "CIMB CLICKS INTERNET BANKING AGREEMENT") (TOGETHER, THE "TERMS AND CONDITIONS"). IF AT ANY TIME YOU DO NOT ACCEPT ANY OF THE TERMS AND CONDITIONS, YOU MUST IMMEDIATELY DISCONTINUE ALL ACCESS TO THIS WEBSITE AND USE OF THE SERVICES.

## **General**

This Website is operated and maintained, and the Services are provided by CIMB Bank Berhad [197201001799 (13491-P)] ("we", "us" or "our") and our third party vendors. This page sets out the terms of use of this Website and the Services. By (i) accessing this Website and any of its pages and/or (ii) using any of the Services, you are agreeing to these Terms and Conditions.

These Terms and Conditions must be read in conjunction with any instructional material in relation to your subscription, use of the facilities, products and services granted or provided by CIMB Bank, CIMB Islamic Bank and/or any of its subsidiaries, affiliates and business partners (including any future facilities, products and services you may obtain from CIMB Bank, CIMB Islamic Bank and/or any of their subsidiaries, affiliates and business partners) and other terms and conditions or any agreements which govern such facilities, products and services. If there is any conflict between these Terms and Conditions and the terms and conditions of such agreements, the latter will prevail. However these Terms and Conditions will prevail to the extent that the conflict relates to your access and use of CIMB Clicks.

Please direct any questions which you may have concerning these Terms and Conditions to our Customer Resolution Unit:

### **Customer Resolution Unit (CRU)**

P.O. Box 10338

GPO Kuala Lumpur

50710 Wilayah Persekutuan

Tel: +603 6204 7788

Email: [cru@cimb.com](mailto:cru@cimb.com)

## **Your Conduct**

You agree that when you access this Website and use the Services, you will comply with all applicable laws and regulations, and you will not at any time attempt to (or assist any other person to) transmit any material (including any graphic, text, script, music, sound, photograph, image, art, video and other multimedia work or any combination of the same) ("Your Material"), through this Website or Services:

- (i) which is abusive or defamatory or infringes another person's rights;
- (ii) the transmission of which would constitute a criminal offence or give rise to civil liability;
- (iii) which encourages racism, promotes hatred, contains pornography or promotes or encourages pedophilia;
- (iv) which contains any viruses or other malicious code; and/or
- (v) which is otherwise objectionable on the grounds of public morals and decency.

You also agree not to hack into or attempt to gain unauthorised access to this Website or the Services, disrupt the security of this Website's resources, provide information which is inaccurate or false, or otherwise misuse this Website and the Services. If at any time you discover or suspect that any of these activities has taken place, you must notify us immediately. If you fail or delay in doing so, you may also be held liable for the same, even if undertaken by a third party using your account or your log-in details.

We may but are not obliged to continuously monitor or review your access to this Website or use of the Services. If we know or have reason to believe (i) that there has been any unauthorised transaction involving, or misuse of, the Website or any of the Services, or (ii) that any fraud, criminal offence or violation of any law or regulation has been or will be committed in connection with the Website or the Services (in each case, a "Misuse or Exploitation"), we may (i) block or suspend your access to this Website or your use of the Services immediately (without assigning any reasons or giving you prior notice) and (ii) report the Misuse or Exploitation to any relevant authorities (which includes but is not limited to Bank Negara Malaysia, the Credit Bureau established by Bank Negara Malaysia, the Royal Malaysia Police, the government of Malaysia or any other statutory or governmental authorities to whom CIMB Bank and or CIMB Islamic Bank is required to make disclosures or who have jurisdiction over CIMB Bank and or CIMB Islamic Bank). We reserve the right to edit or delete Your Material which violates any of the provisions in these Terms and Conditions (i) without notice to you and (ii) without incurring any liability to you, except where such editing and deletion is caused by our gross negligence or wilful default.

## **Intellectual Property Rights**

You acknowledge that any material (including any graphic, text, script, music, sound, photograph, image, art, video and other multimedia work or any combination of the same) (the "Content") available on our

Website and via the Services is at all times protected by copyright, any other applicable intellectual property or proprietary rights, owned exclusively by us or the relevant third party vendor (as applicable).

While you may download one (1) copy of the Content for your personal and non-commercial use (subject to you maintaining all relevant copyright and proprietary notices contained therein intact), you agree that the Content on the Website may not be reproduced, copied, transmitted (in any form or by any means), published, adapted, stored, distributed, displayed, licensed, modified, censored, or used in any manner without our prior express consent. You will not insert a hyperlink to this Website or the Services or "mirror" or frame the same or any portion of the same on any other websites or servers.

All rights in this Website, the Services and the Content which are not expressly granted to you under these Terms and Conditions or otherwise, are at all times expressly reserved by us.

## **Charges**

While your access to this Website is currently provided free of charge, you agree that we at all times retain the right to levy a charge for such access upon us giving you twenty one (21) calendar days' prior notice of the same.

You agree and acknowledge that for certain Services (whether provided now or in future) you may be required to register with us in order to access and use such Services. You agree and acknowledge that in any such instance, we have the right to levy a charge for such registration and/or access to and use of such Services or any portion of such Services (in which case, such charges will be notified to you before you may register). If in such case, you proceed to register, you will be deemed to have agreed to such charges.

## **Confidential Information**

It is our policy to respect the privacy of any information disclosed by you in connection with your access to this Website and use of the Services ("Confidential Information"). Accordingly, we will neither edit nor disclose your Confidential Information unless we are required to do so in accordance with any laws or regulations, to protect our rights and property, to enforce any provision in these Terms and Conditions, to provide you with the Services, to respond to any claim that any Content or Your Material violates the rights of another person, or as provided for in any terms and conditions governing such facilities, products and services taken up by you, which provide for the disclosure of your Confidential Information.

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 the CIMB Group Privacy Notice (which is available at [www.cimbclicks.com.my](http://www.cimbclicks.com.my) and [www.cimb.com.my](http://www.cimb.com.my)).

## **Privacy Clause**

By accessing the Website or using any of the Services, you have irrevocably agreed to be bound by the CIMB Group Privacy Notice which is available at [www.cimb.com.my](http://www.cimb.com.my) and these Terms and Conditions as it may relate to the processing of your personal information. PLEASE ENSURE THAT YOU READ AND UNDERSTAND THE CIMB GROUP PRIVACY NOTICE IN ADDITION TO THESE TERMS AND CONDITIONS BEFORE CONTINUING TO ACCESS THE WEBSITE OR USING THE SERVICES. For the avoidance of doubt, you agree that such Privacy Notice will be deemed to be incorporated by reference into these Terms and Conditions.

If you provide personal and financial information relating to third parties, (including information relating to your next-of-kin and dependents), for the purpose of opening or operating your accounts or facilities with us or otherwise subscribing to our products and services, you (a) confirm that you have obtained the consent of such third parties or are otherwise entitled to provide this information to us for use in accordance with these Terms and Conditions; (b) agree to ensure that the personal and financial information of such third parties is accurate; (c) agree to update us in writing if there are any material changes to such personal and financial information; and (d) agree that we may terminate your access to the Website and/or use of any of the Services, should such consent be withdrawn by any of such third parties.

If you instruct us to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in such transaction) may be received from or sent abroad, where they may be accessible (whether directly or indirectly) to overseas regulators and authorities (e.g. for the prevention of crime). In instructing us and/or our agents to enter into any cross-border transaction on your behalf, you agree to such disclosures on behalf of yourself and others involved in such cross-border transaction.

We may at any time and from time to time, carry out the necessary reference checks including but not limited to credit reporting/reference checks with (i) credit reporting/reference agencies (including but not limited to the Central Credit Reference Information System or Financial Information Sdn. Bhd.); (ii) with any other agencies and/or (iii) with any financial institution, to enable us to ascertain your status or to help us make any decisions, for example when we need to (a) check details in applications for credit and credit-related services or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of your portfolios; (c) recover debts and/or for any purpose relating to the

account/facility under this agreement. You will be linked by credit reporting/reference agencies to any other names you use or have used, and any joint and several applicants. You agree that we may also share information about you and how you manage your accounts/facilities with relevant credit reporting/reference agencies, and for any of these credit reporting/reference agencies to disclose your credit information to its subscribers for purposes of fraud detection and fraud prevention.

You will at any time have the option to withdraw any consent given earlier. In such instances, we will have the right to refuse to provide, or to discontinue the provision of any product, service, account and/or facility that is/are linked with such information, by giving you at least 3 Business days' prior written notice.

We reserve the right to amend this privacy clause from time to time with at least twenty-one (21) calendar days' prior written notice to you. We may place notice of any such amendments on our websites, 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 Section 7 of the Companies Act 2016) and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia. The words "us", "we" and "our" when used in this privacy clause are to be read as references to the CIMB Group.

This clause is without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of information.

## **Hyperlinks To Third Parties**

There may be instances when hyperlinks to third parties' websites (including hyperlinks to the websites of any regulatory authorities such as Bank Negara Malaysia to indicate our compliance with the applicable requirements and standards set by Bank Negara Malaysia, and our commitment to being transparent and accountable to you at all times) are included on this Website. These hyperlinks are provided for your reference only, and this does not mean that we endorse or sanction such websites in any way. Your use of any such hyperlinks to third parties' websites and use of any of the information or materials available on such third parties' websites will at all times be governed by the terms of use of such third parties and any other relevant policies or conditions that such third parties may impose. We will therefore not be responsible or liable for (a) your access to and use of such websites; (b) any services, information or materials available on such websites or your use of the same; or (c) any transaction, transmission or communication between you and such third parties.

## **Disclaimer**

All Content available on this Website, and the Services, are provided on an "as is" and "as available" basis. Such Content is strictly meant for your reference and information only, and may not, at any time, be construed as being provided 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 banking services 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 independently verify such Content before making any decisions based on such Content.

While we will use our best efforts to ensure that the Content on this Website is, as far as possible, accurate, complete, current and true, you acknowledge and agree that certain Content transmitted or made available through the Website may be provided by third parties. We therefore expressly disclaim all liability for any errors, omissions or inadequacies in such Content. Further, we give no warranty of any kind, whether express or implied (including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement or freedom from malware) in relation to any Content on this Website. We also do not warrant that this Website, the Services and the Content will meet your requirements, be uninterrupted, timely or secure.

You are solely responsible for making your own assessment when accessing and using this Website, the Services and the Content on this Website, and you acknowledge and accept all inherent risks associated in accessing and using this Website, the Services and the Content over the internet.

We will not, at any time, be liable to you or any other person for any damage or loss whatsoever suffered or arising from any interruption to or unavailability of (i) this Website or the Services and/or the Content, and/or (ii) your access to and use of the same for any reason, other than (i) a failure in our systems where such failure is due to our grossly negligent act or omission, or where we had been duly informed of the possibility of such failure in sufficient time to prevent the same; or (ii) from any delay or error in any transmission or communication due to our grossly negligent act or omission pertaining to your access and use of this Website, the Services and/or the Content.

## **Waiver**

If we fail or neglect to enforce any provision or remedy under these Terms and Conditions for any reason, we will not be construed as having waived our rights to enforce the same or as having waived our rights in relation to any continuing or subsequent breach of the same or any other provision in these Terms and Conditions.

## **Miscellaneous**

We reserve the right to modify this Website, the Services and the Content in any manner and/or to terminate or restrict your access to or use of the same or any part of the same by notifying you of such modifications, termination or restriction by way of a notice displaced on this Website or any other manner as set out in Clause 19 of the CIMB Clicks Internet Banking Agreement, at least seven (7) days before any such modification, termination or restriction comes into effect, except where circumstances beyond our control limit our ability to do so or where necessary in connection with the Misuse or Exploitation of the Website, the Services and the Content.

## **Governing Law & Jurisdiction**

Notwithstanding the place or places from which you gain or attempt to gain access to this Website and/or the Services, you agree that these Terms and Conditions, your performance and conduct under these Terms and Conditions, your access to this Website, your use of the Services and/or Content and any differences or disputes arising in relation to such access or use will, at all times, be governed by and construed in accordance with the laws of Malaysia. You agree to submit and be bound by the exclusive jurisdiction of the Courts of Malaysia.

The performance of our obligations under these Terms and Conditions is subject always to all applicable laws and regulations. Nothing contained in these Terms and Conditions diminishes our rights to act so as to comply with and conform to any governmental requests or legal requirements relating to access to this Website and use of the Services, or relating to any Content provided to you or acquired by us for your use.

You agree that a printed version of these Terms and Conditions and of any communication given in electronic form will be admissible in judicial or administrative proceedings relating to these Terms and Conditions, to the same extent as though these Terms and Conditions or communication had been issued in printed form.

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CIMB Bank Berhad

# CIMB Clicks Internet Banking Agreement

This CIMB Clicks Internet Banking Agreement (the "Agreement") and the terms of access above (the "Terms of Access") (collectively, the "Terms and Conditions") set out the terms and conditions governing your use of CIMB Clicks, which is an Internet Banking Service provided by CIMB Bank Berhad [197201001799 (13941-P)] to eligible customers, in order to enable them to electronically access and use their Accounts (as defined below) and other banking facilities, products and services made available by CIMB Bank, CIMB Islamic Bank and/or any of their subsidiaries, affiliates and business partners.

## Definitions

"Account" means one or more of your savings accounts, current accounts, fixed deposit accounts, general investment accounts, Mudharabah accounts, foreign currency accounts, e-money accounts or loan/financing, credit card, investment or other accounts as may be accessed through CIMB Clicks, as determined by CIMB Bank and CIMB Islamic Bank from time to time.

"Agreement" means the terms and conditions set out in this agreement, as varied from time to time.

"Banking Services" refers to the facilities, products and services identified in this Agreement or as may be provided by CIMB Bank, CIMB Islamic Bank and/or any of its subsidiaries, affiliates and business partners from time to time via CIMB Clicks.

"Biometric Authentication" means authentication using Fingerprint, Touch ID or Face ID as a means of accessing the CIMB Clicks App.

"Biometric Data" means the fingerprint imprints, digital representations of facial characteristics and any other means that are used for verifying your identity, as captured via the Fingerprints / Touch ID / Face ID module of your mobile device.

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

"CIMB Apply" means the CIMB Apply App mobile application which may be downloaded and accessed by you via iOS or Android mobile devices to enable digital account opening and onboarding and which are governed by the CIMB Apply Terms and Conditions of CIMB Bank.

"CIMB Bank" means CIMB Bank Berhad [197201001799 (13941-P)] and includes any of its subsidiaries and its successors in title and assigns (as applicable).

"CIMB Card PIN" means the six digit numeric personal identification number assigned to or chosen by you for the purpose of using a CIMB debit card or CIMB credit card issued to you under your Account.

"CIMB Clicks" means the Banking Services which may be accessed by you at [www.cimbclicks.com.my](http://www.cimbclicks.com.my) via the Internet or any other electronic medium approved by CIMB Bank in accordance with this Agreement. For the purposes of the Terms and Conditions, a reference to CIMB Clicks includes a reference to the Banking Services which may be accessed by you via the CIMB Clicks App.



"CIMB Clicks App" means the mobile application which may be downloaded and accessed by you via iOS or Android mobile devices to receive the CIMB Messenger Service and/or to perform selected Banking Services as determined by CIMB Bank from time to time.

"CIMB Clicks User ID" means a unique name selected by you the first time that you register with CIMB Clicks, consisting of no less than six (6) and no more than thirty-two (32) alphanumeric characters (which must be keyed in by you every time you log on to CIMB Clicks), to allow CIMB Bank's internet banking system to associate it with your CRN and CIMB Card Pin for verification and authentication purposes in order to grant you access to CIMB Clicks.

"CIMB credit card" means any credit card issued by CIMB Bank or CIMB Islamic Bank.

"CIMB debit card" means any debit card issued by CIMB Bank or CIMB Islamic Bank.

"CIMB Islamic Bank" means CIMB Islamic Bank Berhad [200401032872 (671380-H)] and includes any of its subsidiaries and its successors in title and assigns (as applicable).

"CIMB Messenger Service" refers to the alert and notification service made available on the CIMB Clicks App.

"CRN" means the sixteen digit number of a CIMB debit card or CIMB credit card as assigned by CIMB Bank or CIMB Islamic Bank linked to your Account with CIMB Bank or CIMB Islamic Bank and which must be keyed in together with your CIMB Card Pin the first time you register with CIMB Clicks.

"DuitNow to Account" means a service established by PayNet, which allows customers to initiate and receive instant credit transfers using a recipient's account number.

"DuitNow to Mobile/ID" means a service established by PayNet, which allows customers to initiate and receive instant credit transfers using a recipient's DuitNow ID.

"DuitNow ID" means identifiers of an account holder such as a mobile number, National Registration Identification Card number, passport number, army number or police number (in the case of an individual) or business registration number (in the case of a corporate customer) or any other identifiers as may be introduced by PayNet from time to time.

"DuitNow QR" means a service which facilitates industry-wide ubiquitous payments or credit transfers by means of scanning QR codes which comply with DuitNow QR standards.

"Face ID(s)" means the facial recognition feature saved on your mobile device using the iOS operating system which supports facial recognition authentication function and may be used in place of your CIMB Clicks User ID and Internet Banking Password to access your CIMB Clicks App to perform Quick Access.

"Fingerprint" means the fingerprint imprints saved on your Primary Device (where this supports the fingerprint authentication function) which may be used in place of your CIMB Clicks User ID and Internet Banking Password to access your CIMB Clicks App to perform Quick Access.

"Goals & Savings" refers to the interactive features available to allow customers to create, view, edit, auto-contribute, top up, remove and receive notification relating to their personal goals setup in CIMB

Clicks App, in relation to selected CIMB Bank and CIMB Islamic Bank current and savings account as determined by CIMB Bank from time to time.

"Instructions" means any request, application, authorisation or instruction in any form given or transmitted through CIMB Clicks to CIMB Bank or CIMB Islamic Bank by you or any other persons purporting to be you, whether such request, application, authorisation or instruction is authorised or unauthorised by you.

"Internet Banking Password" or "CIMB Clicks Password" means the 8 to 20 alphanumeric personal password selected by you (which must have at least one special character and be in a combination of lower and upper case letters) that you must use each time you log on to CIMB Clicks, in order to allow CIMB Bank's internet banking system to associate it with your CRN and CIMB Clicks User ID for verification and authentication purposes.

"JomPAY" means Malaysia's national bill payment system established and operated by PayNet.

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

"Officer" means any director, officer, employee or servant of CIMB Bank or CIMB Islamic Bank.

"Passcode" means a 6 digit code selected by you for verification purposes to enable you to proceed with DuitNow QR transactions.

"Payee Corporations" means the corporations approved by CIMB Bank or CIMB Islamic Bank to whom Payment may be made via CIMB Clicks, as displayed in the 'Payee List' available on CIMB Clicks. The 'Payee List' may be varied at any time and from time to time by CIMB Bank or CIMB Islamic Bank without notice to you.

"PayNet" means Payments Network Malaysia Sdn. Bhd.

"Payment" means a payment made by you in relation to any bills or other payment requests received by you from Payee Corporations.

"Primary Device" means the last mobile device on which you activated the CIMB Clicks App, if you have activated CIMB Clicks App on multiple mobile devices. If you only install the CIMB Clicks App on one mobile device, then that mobile device will be the Primary Device.

"Push Notifications" means notifications and other types of messages that may be sent to your Primary Device even if your Primary Device is locked, in standby mode, or the CIMB Clicks App is not running.

"Quick Access" refers to the "Quick Balance" and "Quick Payment" services.

"Quick Balance" means the account inquiry service on CIMB Clicks App that is accessible by you using fingerprint authentication or Touch ID (if your mobile device supports the fingerprint authentication function) or Face ID (if your mobile device using the iOS operating system supports the facial recognition function), if you have activated the Biometric Authentication.

"Quick Payment" means the service to allow you to perform transactions up to amount(s) determined by CIMB Bank and made known at this Website, using fingerprint authentication or Touch ID (if your mobile device supports the fingerprint authentication function) or Face ID (if your mobile device using

the iOS system supports the facial recognition function), if you have activated the Biometric Authentication.

"SecureTACTM" is a security feature that has been implemented to provide a second layer of protection for certain Banking Services in CIMB Clicks, in addition to your CIMB Clicks User ID and Internet Banking Password. The SecureTACTM feature is linked to your CIMB Clicks User ID and Primary Device and you will under this security feature be required to 'Approve' the transaction(s) in order to access and perform certain types of Banking Services. The type of Banking Services subject to SecureTACTM will be determined from time to time by CIMB Bank and/or pursuant to any applicable legal or regulatory requirements.

"Secure Messaging Service" refers to a method of communication by which you may send or receive messages to and or from CIMB Bank through a mailbox which you access through CIMB Clicks.

"TAC" is a security feature that has been implemented to provide a second layer of protection for online banking transactions, in addition to your CIMB Clicks User ID and Internet Banking Password. It is a unique 6 digit code that needs to be entered for specific online transactions, which will be sent to you via TAC on SMS.

"TAC on SMS" refers to the mode of sending the TAC to your mobile number as registered in CIMB Bank's and/or CIMB Islamic Bank's records, via short message service (SMS).

"Touch ID(s)" means the touch ID imprint(s) saved on your mobile device which uses the iOS operating system and supports the fingerprint authentication function, and which may be used in place of your CIMB Clicks User ID and Internet Banking Password to access your CIMB Clicks App to perform Quick Access.

"Transfer" means any transfer of funds within your own CIMB Bank or CIMB Islamic Bank Accounts or to a third party account maintained with CIMB Bank or CIMB Islamic Bank or any other transfers as may be made available to you by CIMB Bank or CIMB Islamic Bank from time to time.

"you", "your" or "yourself" means a person who accesses [www.cimbclicks.com.my](http://www.cimbclicks.com.my) and uses CIMB Clicks.

## **Construction**

Unless otherwise indicated, words denoting the singular include the plural and vice versa.

### **1. Application And Enrolment To CIMB Clicks**

1.1 Enrolment in CIMB Clicks is only available to customers who have one or more Accounts with CIMB Bank or CIMB Islamic Bank.

1.2 Accounts which require two or more signatories to make transfers, withdrawals and other transactions will not be eligible for CIMB Clicks.

1.3 Enrollment for CIMB Clicks may be undertaken by utilizing your details linked to your CIMB debit card or CIMB credit card. The CRN and CIMB Card Pin will be utilised once during registration, during

which you will be required to nominate a CIMB Clicks User ID and an Internet Banking Password. After that, you will access CIMB Clicks using your CIMB Clicks User ID and Internet Banking Password.

1.4 You may apply for a CIMB Card Pin from CIMB Bank or CIMB Islamic Bank in accordance with any procedures as prescribed by CIMB Bank or CIMB Islamic Bank from time to time.

1.5 In the event enrollment for CIMB Clicks is via your CIMB debit card which is linked to a joint Account, you warrant and represent that you have obtained the consent and authorization from all the other joint account holder(s) for you to enroll for CIMB Clicks and to be bound by these Terms and Conditions.

## **2. Procedure For Enrolment And Access To CIMB Clicks**

2.1 To enroll for CIMB Clicks, you need to register online at [www.cimbclicks.com.my](http://www.cimbclicks.com.my) by clicking on the online registration tab.

i) Where you have a CIMB debit card or CIMB credit card together with the CIMB Card Pin for such CIMB debit card or CIMB credit card, you must use the CRN, CIMB Card Pin and complete the CAPTCHA (a challenge-response test) appearing on screen to register on [www.cimbclicks.com.my](http://www.cimbclicks.com.my). You must also nominate a CIMB Clicks User ID and an Internet Banking Password in accordance with Clause 2.3. These steps only need to be carried out once. On subsequent occasions, you will access CIMB Clicks using your CIMB Clicks User ID and Internet Banking Password

ii) Where you have a loan/financing facility (including a hire purchase/ hire purchase-i facility) from, or hold structured investments or unit trusts with CIMB Bank or CIMB Islamic Bank, you must use the loan/financing account number, master agreement number/securities custodial account number or unit trust account number, as the case may be, complete the CAPTCHA (a challenge-response test) appearing on screen and provide your other personal particulars to register on [www.cimbclicks.com.my](http://www.cimbclicks.com.my). You must also nominate a CIMB Clicks User ID and an Internet Banking Password in accordance with Clause 2.3. These steps only need to be carried out once. On subsequent occasions, you will access CIMB Clicks using your CIMB Clicks User ID and Internet Banking Password.

2.1A Where you open a current account or savings account via CIMB Apply, the account opening process and registration for CIMB Clicks is via CIMB Apply. During the account opening process via CIMB Apply, you will be requested to perform a fund transfer transaction and then to create your login credential for CIMB Clicks. You must nominate a CIMB Clicks User ID and an Internet Banking Password and provide your other personal particulars to register for CIMB Clicks via CIMB Apply. These steps only need to be carried out once in CIMB Apply. Thereafter, for the first time access to CIMB Clicks using your CIMB Clicks User ID and Internet Banking Password, you will be prompted to activate your new CIMB debit card that is delivered to you via post before you are allowed to operate your Account via CIMB Clicks.

2.2 You may also be required to provide CIMB Bank with certain customer information as CIMB Bank may deem necessary to effectively provide the Banking Services. Such information may include, amongst other things, your name, address, date of birth, contact number (including mobile telecommunication number), e-mail address and answers to security questions. This information will be retained by CIMB Bank or CIMB Islamic Bank and may be used for marketing our respective financial services and for profiling purposes and may be disclosed to other parties or persons in accordance with

the provisions of Clause 12 of this Agreement. You must promptly update the CIMB Bank or CIMB Islamic Bank, as the case may be, in the event of any change in such information.

2.3 Upon successful validation of your:

- i) CRN, CIMB Card Pin and the CAPTCHA results; or
- ii) loan/financing account number, master agreement number/securities custodial account number or unit trust account number (as applicable), the CAPTCHA results and your personal particulars, a TAC will be sent to you via TAC on SMS based on the mobile device number provided by you to the Bank. You must key in the TAC and then select and key in your preferred CIMB Clicks User ID that will enable your continued access and use of CIMB Clicks. You will then be prompted to key in your Internet Banking Password.

2.4 After completion of the steps detailed above and the on-screen confirmation by you, of the details provided by you, you will be granted access to CIMB Clicks.

2.5 After you have successfully enrolled in CIMB Clicks, you will be required to key in your CIMB Clicks User ID and your Internet Banking Password each time you log on to CIMB Clicks.

2.6 You agree and acknowledge that CIMB Bank has the right to invalidate your CIMB Clicks User ID and your Internet Banking Password where there is valid reason to do so without being obligated to provide any reason for such invalidation or to respond to any request for information from you.

### **3. Procedure for Retrieval of CIMB Clicks User ID and Reset of Internet Banking Password**

3.1 Should you forget your CIMB Clicks User ID and/or Internet Banking Password, the only way for you to retrieve your CIMB Clicks User ID and/or reset your Internet Banking Password is by going online at [www.cimbclicks.com.my](http://www.cimbclicks.com.my) and clicking on the 'Forgot ID & Password' tab.

- i) Where you have a CIMB debit card or CIMB credit card together with the CIMB Card Pin for such CIMB debit card or CIMB credit card, you must use the CRN, CIMB Card Pin and complete the CAPTCHA (a challenge-response test) appearing on screen for validation purposes, in order to retrieve your CIMB Clicks User ID and/or to reset and change your Internet Banking Password
- ii) Where you have a loan/finance facility from, or hold structured investments or unit trusts with, CIMB Bank or CIMB Islamic Bank, you must use the loan account number or master agreement number/securities custodial account number or unit trust account number, complete the CAPTCHA (a challenge-response test) appearing on screen and key in the TAC sent to you via TAC on SMS for validation purposes, in order to retrieve your CIMB Clicks User ID and/or to reset and change your Internet Banking Password.
- iii) Where you have a CIMB debit card pending activation, you must use the current or savings account number, enter the "captcha" appearing on screen and TAC on SMS sent to you for validation purposes to retrieve your CIMB Clicks User ID and/or to reset and change your Internet Banking Password.

3.2 Upon successful validation of your:

- i) CRN, CIMB Card Pin and the CAPTCHA results; or

ii) loan account number or master agreement number/securities custodial account number or unit trust account number, CAPTCHA results and TAC,

(as applicable) your CIMB Clicks User ID will be displayed.

3.3 Should you wish to continue to reset and change your Internet Banking Password, you must key in a new preferred minimum 8 to 20 alphanumeric personal password selected by you (which must have at least one special character and be in a combination of lower and upper case letters) and confirm the new password. After that, you must approve the resetting and changing of your Internet Banking Password through the SecureTACTM or key in the TAC sent to you via TAC on SMS accordingly and submit the request to enable your Internet Banking Password to be reset and successfully changed.

### **3A. Procedure for first time setup of CIMB Clicks App and subsequent log on to CIMB Clicks App:**

i) After you have downloaded and installed the CIMB Clicks App, you will be required to key in your CIMB Clicks User ID and Internet Banking Password.

ii) Upon successful verification of your CIMB Clicks User ID and Internet Banking Password, you will be prompted to activate:- a) the CIMB Messenger Service (mandatory), b) Biometric Authentication (only available for select supported mobile devices) (optional), c) Quick Payment (optional) and d) SecureTACTM (mandatory).

iii) Next, you will be required to request a TAC, which will be sent to your mobile via TAC on SMS. To complete the setup successfully, you need to enter the TAC that you have requested.

iv) Upon completion of the above steps, you will be able to access the Banking Services made available in CIMB Clicks App.

v) After you have successfully set up the CIMB Clicks App, if you wish to perform selected Banking Services through the CIMB Clicks App, you will be required to key in your Internet Banking Password unless to perform Quick Access and Biometric Authentication on your mobile device is activated.

vi) You are allowed to set up the CIMB Clicks App on more than one mobile device for one CIMB Clicks User ID at any one time, subject to any limit determined by CIMB Bank on the number of mobile devices allowed.

vii) If you wish to log in to the CIMB Clicks App using Biometric Authentication to perform Quick Access, you will be required to "Login using Touch ID" on your iOS device or "Login using my Fingerprint" on your Android device, by scanning your Biometric Data on your mobile device each time you log on to the CIMB Click App.

viii) In the event you have not log on to CIMB Clicks App for 30 calendar days, upon launching the CIMB Clicks App, you will be required to repeat steps (i), (ii) and (iii) above in relation to first time setup of CIMB Clicks App starting from the input of your CIMB Clicks User ID and Internet Banking Password.

## **4. Acceptance Of Terms And Conditions**

4.1 Please ensure that you read and understand these Terms and Conditions before enrolling for CIMB Clicks. If you do not understand any of these Terms and Conditions, please contact us at our Customer Resolution Unit specified in Clause 14.1 for clarification. You acknowledge that the first time you enroll for CIMB Clicks, you will be deemed to have read, understood and agreed to be bound by these Terms and Conditions and you further acknowledge and accept all inherent risks associated in accessing, conducting, receiving and/or performing any Banking Services and any transactions via the Internet, or any other electronic medium approved by CIMB Bank.

4.2 You agree to abide by these Terms and Conditions in your access and use of CIMB Clicks.

4.3 CIMB Clicks is provided on an "as is" and "as available" basis (which includes all faults present in CIMB Clicks). CIMB Bank disclaims 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 Clicks will be error free, uninterrupted, free from malware (including spyware, adware, viruses, worms, and other malicious code) or will function to meet your requirements. CIMB Bank does not warrant that CIMB Clicks will work with your operating system or with any other software installed on your computers or mobile devices and disclaims any liability arising out of your inability to install the CIMB Clicks App and/or your inability to access and/or to fully access the Banking Services through such applications.

## **5. Responsibility For CIMB Card Pin, CRN, CIMB Clicks Password, SecureTACTM, TAC, Passcode And CIMB Clicks User ID and Biometric Data**

5.1 You agree and acknowledge that you must at all times keep your CIMB Card Pin, CRN, Internet Banking Password, SecureTACTM, TAC, Passcode, CIMB Clicks User ID and Biometric Data confidential and will not share or disclose your CRN, CIMB Card Pin, Internet Banking Password, TAC, SecureTACTM, Passcode, CIMB Clicks User ID and Biometric Data to any person, including any officers of CIMB Bank or CIMB Islamic Bank. You are under a duty to exercise utmost care, diligence and caution to safeguard your mobile device from loss, theft or fraudulent use of your mobile device to prevent any unauthorised use of your TAC or SecureTACTM sent to your mobile device.

5.2 You must, at all times:

5.2.1 observe all security measures as may be prescribed by CIMB Bank or CIMB Islamic Bank in relation to your CRN, CIMB Card Pin, Internet Banking Password, SecureTACTM, TAC, Passcode, CIMB Clicks User ID and Biometric Data. You are required to adhere to the Dos and Don'ts in relation to the protection and safeguarding of your: (i) personal information, (ii) internet banking/CIMB Clicks details, (iii) CIMB Card Pin, and to protect your computer/ mobile devices and your online information by taking the recommended measures as set out at <https://www.cimb.com.my/en/personal/help-support/security-and-fraud/security-and-fraud-awareness.html> ;

5.2.2 take all reasonable precautions necessary to ensure that no other persons have or will be granted access to your CRN, CIMB Card Pin, Internet Banking Password, SecureTACTM, TAC, Passcode, CIMB Clicks User ID and Biometric Data. Such precautions may include, among others, immediately memorising your CIMB Card Pin, Internet Banking Password, SecureTACTM, TAC, Passcode and CIMB Clicks User ID and destroying any envelope or document on which it is stated (if any);

5.2.3 not retain the CRN, CIMB Card Pin, Internet Banking Password, SecureTACTM, TAC, Passcode and CIMB Clicks User ID in any form except in memory;

5.2.4 not leave your computer and/or your mobile device unattended whilst accessing CIMB Clicks;

5.2.5 ensure that others do not see you entering the CRN, CIMB Card Pin, Internet Banking Password, SecureTACTM, TAC, Passcode and CIMB Clicks User ID upon access to CIMB Clicks; and

5.2.6 ensure you properly log off from CIMB Clicks upon completion of your use of CIMB Clicks.

5.3 You agree that you will, at all times, be responsible for all access and/or use of CIMB Clicks made via your CRN, CIMB Card Pin, Internet Banking Password, SecureTACTM, TAC, Passcode, CIMB Clicks User ID and Biometric Data whether it was in fact made by you or by any other persons purporting to be you. You further consent and agree that your CRN, CIMB Card Pin, Internet Banking Password, SecureTACTM, TAC, Passcode, CIMB Clicks User ID and/or Biometric Data will serve as a means of verifying your identity to CIMB Bank and CIMB Islamic Bank for purposes of the transactions contemplated under CIMB Clicks. In this regard, you authorise CIMB Bank and CIMB Islamic Bank to accept, follow and act upon your instructions when verifying your identity through your CRN, CIMB Card Pin, Internet Banking Password, SecureTACTM, TAC, Passcode, CIMB Clicks User ID and/or Biometric Data. CIMB Bank and CIMB Islamic Bank will not be liable for acting upon such instructions in good faith. You will be solely responsible for the security and care of the computers or mobile devices used to generate and/or receive the TAC or SecureTACTM.

5.4 If you discover or have reasonable grounds to believe that your CRN, CIMB Card Pin, Internet Banking Password, SecureTACTM, TAC, Passcode, CIMB User ID, Biometric Data and/or your computer and/or your mobile devices has/have been compromised in any way (including any loss, theft, remote takeover or interception of the TAC or SecureTACTM and/or any other device used to generate and/or receive the TAC or SecureTACTM, including your mobile telecommunication device) and/or you have received any statement, data or information sent to you by CIMB Bank and/or CIMB Islamic Bank (by push notification via CIMB Messenger Service, by SMS or other modes of communication) which either indicates that an unauthorized transaction has taken place, or is otherwise not intended for you, you must immediately notify CIMB Bank via telephone at its Customer Resolution Unit specified in Clause 14.1. For the avoidance of doubt, all telephone calls made to CIMB Bank's Customer Resolution Unit will be logged and recorded by CIMB Bank.

5.5 Until CIMB Bank or CIMB Islamic Bank is satisfied that (i) you have fulfilled your obligations under Clauses 5.1 to 5.4 above and (ii) your CRN, CIMB Card Pin, Internet Banking Password, SecureTACTM, TAC, Passcode, CIMB Clicks User ID and/or Biometric Data has been compromised, you remain liable for all transactions that arise due to such compromise up to the point in time when notification is made or should have been made. For the avoidance of doubt, the point in time when notification should be made is immediately upon you discovering or having reasonable grounds to believe that your CRN, CIMB Card Pin, Internet Banking Password, SecureTACTM, TAC, Passcode, CIMB Clicks User ID, Biometric Data and/or computer and/or mobile devices have/have been compromised in any way (including any loss, theft, remote takeover or interception of the TAC or SecureTACTM and/or any other device used to generate and/or receive the TAC or SecureTACTM, including your mobile telecommunication device). If you fail to notify the Bank at such point in time, you will, in addition to being liable for all transactions conducted up to such point in time, be liable for the actual loss which occurs after such point in time,



until CIMB Bank or CIMB Islamic Bank receives and records actual notification made by you, subject to Clause 5.8 below.

5.6 Upon CIMB Bank's receipt of your notification made pursuant to Clause 5.4 above, CIMB Bank may, suspend your access to CIMB Clicks until a new CRN is provided for and/or a new CIMB Card Pin, Internet Banking Password, TAC, SecureTACTM, Passcode and CIMB Clicks User ID (as the case may be) is issued or applied for and/or such reported/unreported discrepancies are resolved by CIMB Bank.

5.7 Where any unauthorised use of your CRN, CIMB Card Pin, Internet Banking Password, SecureTACTM, TAC, Passcode, CIMB Clicks User ID, Biometric Data, your computer or your mobile device is due to your own action or any fraud, disclosure, abuse or misuse, which is deliberate, you will be liable for such use even if you make a notification pursuant to Clause 5.4 above.

5.8 If you contributed to a loss resulting from an unauthorised transaction by delaying notification under Clause 5.4 above, you will, subject to Clause 5.7, be liable for the actual loss which occurred during the period of such delay, except for:-

5.8.1 that portion of the loss incurred on any one day which exceeds the daily transaction limit applicable to the relevant Account; or

5.8.2 that portion of the total loss incurred which exceeds the amount of funds standing in your Account.

5.9 You are responsible for your own computers, mobile devices, anti-virus and security measures to prevent unauthorised access to your transactions and accounts via the services provided by CIMB Clicks. You must follow any other security rules prescribed by us whether stated in this Website, under any other agreement with us, or otherwise notified to you by us in any way.

5.10 By activating Biometric Authentication to access CIMB Clicks App instead of using your CIMB Clicks User ID and Internet Banking Password, you agree and acknowledge that the Biometric Data registered on your mobile devices will be used to verify your identity and enable your login to the CIMB Clicks App.

5.11 You acknowledge that the authentication is performed by CIMB Clicks App by interfacing with the Biometric Authentication module on your mobile devices and that you agree to such authentication process. You understand that the Biometric Authentication module of your mobile devices is not provided by CIMB Bank and CIMB Bank makes no representation or warranty as to the security of the Biometric Authentication function of any mobile devices and whether it works in the way represented by the manufacturer of the mobile devices.

5.12 CIMB Bank does not represent or warrant that the Biometric Authentication 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.

5.13 You are advised to take necessary precautions to safeguard your mobile devices and to not save any other Biometric Data except your own on your mobile devices. You understand that where Biometric Authentication is activated on the CIMB Clicks App, your Biometric Data stored on your mobile devices can be used to access and authorise logins to CIMB Clicks App to perform Quick Access.

5.14 Except to the extent that any law prohibits CIMB Bank from excluding or limiting our liability, CIMB Bank will not be liable for any loss you incur or incurred in connection with the use or attempted use of the Biometric Data login, your instructions, or any unauthorised transactions through or in connection with the use of Biometric Authentication to access the CIMB Clicks App to perform Quick Access, as a result of your failure to comply with your obligations under these Terms and Conditions. You must indemnify CIMB Bank for any loss and damage which CIMB may incur or suffer in connection with or as a result of any improper use of your Biometric Data to login in to CIMB Clicks App to perform Quick Access except to the extent due to CIMB Bank's gross negligence and or wilful default.

5.15 By enabling SecureTACTM authentication on the CIMB Clicks App, you agree and acknowledge that:

5.15.1 the SecureTACTM linked to your CIMB Clicks User ID and Primary Device will enable you to perform certain Banking Services made available on CIMB Clicks; and

5.15.2 the type of Banking Services subject to SecureTACTM will be determined by CIMB Bank and/or pursuant to any applicable laws, regulations or regulatory requirements.

A post alert or notification in respect of any successful and/or failed scheduled transaction (excluding a failed immediate transaction) that is authenticated by SecureTACTM will be sent to you either by SMS, push notification via CIMB Messenger Service or email. It will be your responsibility to ensure that any transaction authentication codes (including your TAC, SecureTACTM, CIMB Clicks User ID, CIMB Clicks Password and those generated on any mobile device which is linked/registered with SecureTACTM) and post alert or notification are not disclosed to or made available to any third parties. CIMB Bank will not be responsible or liable for any embarrassment, loss or damage arising from the disclosure of any such transaction authentication codes or post alert or notification to third parties. Such post alert or notification may be sent in Bahasa Malaysia, English or other languages as determined by CIMB Bank.

## **6. Instructions And Authorisations**

6.1 You will, at all times, be responsible for all Instructions (including but not limited to withdrawals, transfers or to otherwise deal with your Accounts) transmitted to CIMB Bank or CIMB Islamic Bank via your CRN, CIMB Card Pin, Internet Banking Password, SecureTACTM, TAC, Passcode, CIMB Clicks User ID and Biometric Data regardless of whether they were made by you or someone purporting to be you. You agree and acknowledge that subject to CIMB Bank having received notification from you pursuant to Clause 5.4, CIMB Bank or CIMB Islamic Bank will be entitled to rely on and treat any Instructions made, submitted or effected pursuant to the use of your CRN, CIMB Card Pin, Internet Banking Password, SecureTACTM, TAC, Passcode, CIMB Clicks User ID and Biometric Data as having been made, submitted and effected by you.

6.2 All Instructions transmitted to and/or received by CIMB Bank or CIMB Islamic Bank through your CRN, CIMB Card Pin, Internet Banking Password, SecureTACTM, TAC, Passcode, CIMB Clicks User ID and Biometric Data will 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 such Instructions with you to determine their authenticity but CIMB Bank or CIMB Islamic Bank may do so for its own purposes.

6.3 Subject to Clause 6.5, all Instructions transmitted via your CRN, CIMB Card Pin, Internet Banking Password, SecureTACTM, TAC, Passcode, CIMB Clicks User ID and Biometric Data will be irrevocable and binding on you upon transmission

6.4 Subject to Clause 6.5 below, if you discover or have reason to believe that the Instructions transmitted to or received by CIMB Bank or CIMB Islamic Bank are inaccurate or incomplete, you must inform the Customer Resolution Unit specified in Clause 14.1 immediately via telephone. For the avoidance of doubt, all telephone calls made to the Customer Resolution Unit will be logged and recorded.

6.5 CIMB Bank or CIMB Islamic Bank are not obliged to act on any request to cancel, revoke, reverse or amend any Instructions for Payment or Transfer or any other Instructions after such request has been transmitted by you to CIMB Bank or CIMB Islamic Bank. CIMB Bank or CIMB Islamic Bank, may however, 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. CIMB Bank or CIMB Islamic Bank may impose a charge upon you for doing so.

6.6 CIMB Bank or CIMB Islamic Bank reserves the right to refuse to carry out any Instructions given by you for any reason. This includes but is not limited to, where such Instructions are:

6.6.1 in violation of any of these Terms and Conditions;

6.6.2 such that the transaction limit set by CIMB Bank or CIMB Islamic Bank from time to time would be exceeded; or

6.6.3 inconsistent with any of CIMB Bank's or CIMB Islamic Bank's policies and other rules and regulations as may be in effect from time to time

6.7 If CIMB Bank or CIMB Islamic Bank decides to act upon and/or carry out any Instructions or is otherwise under an obligation to act upon and/or carry out any Instructions, CIMB Bank or CIMB Islamic Bank will be allowed a reasonable amount of time to act upon and implement any Instructions, having regards to the systems and operations of CIMB Bank or CIMB Islamic Bank and any other circumstances then prevailing.

6.8 Where any Instruction is ambiguous and/or inconsistent with any other Instructions, CIMB Bank or CIMB Islamic Bank is entitled to:

6.8.1 rely and act upon such Instruction in accordance with any reasonable interpretation of such Instruction which any Officer believes in good faith to be the correct interpretation of the same; or

6.8.2 refuse to act until CIMB Bank or CIMB Islamic Bank receives fresh Instructions in such form and manner as required by CIMB Bank or CIMB Islamic Bank.

6.9 Any Instructions received from one Account holder of a joint Account which can be operated by a single signing authority will be deemed to be genuine and regular Instructions pertaining to that joint Account. CIMB Bank or CIMB Islamic Bank may act on, rely upon and execute such Instructions and will not be held liable to the other Account holders or to any other persons.

6.10 If prior to acting on Instructions from any of the Account holders of a joint Account (as mentioned in Clause 6.9 above), CIMB Bank or CIMB Islamic Bank receives contradictory or inconsistent Instructions

from any other Account holder, CIMB Bank or CIMB Islamic Bank may (but is not obliged to) thereafter only act on the mandate of all the Account holders in relation to the Account in question even if any relevant existing Instructions specify otherwise.

6.11 All Instructions given and transactions effected by you on any day after the time stipulated by CIMB Bank or CIMB Islamic Bank as the latest time by which such Instructions or transactions should be made or effected (as stipulated on [www.cimb.com.my](http://www.cimb.com.my) or [www.cimbclicks.com.my](http://www.cimbclicks.com.my) (as applicable)) may be treated by CIMB Bank or CIMB Islamic Bank as Instructions or transactions given, effected or made on the next Business day immediately following that day.

## **7. CIMB Clicks**

7.1 Subject to these Terms and Conditions and any other terms and conditions as may be relevant to a particular Banking Service, and subject to you having and maintaining the relevant Accounts pertaining to any transactions made through CIMB Clicks, CIMB Bank and CIMB Islamic Bank offers you the following Banking Services (as applicable):-

7.1.1 Account Information;

7.1.2 Transfers;

7.1.3 Payments;

7.1.4 Prepaid Reload

7.1.5 Electronic Initial Public Offering (eIPO)

7.1.6 Secure Messaging;

7.1.7 Loan applications;

7.1.8 eFixed Deposit;

7.1.9 eRemittance;

7.1.10 ASNB Subscription;

7.1.11 Tabung Haji Account Transactions;

7.1.12 Loan and Financing Application;

7.1.13 Investment Services;

7.1.14 EPF;

7.1.15 PayNet Related Services (IBFT, DuitNow to Account, DuitNow to Mobile/ID, Jompay, IBG, FPX);

7.1.16 Scheduled Transactions;

7.1.17 Foreign Currency Purchase (Travel currency);

7.1.18 Goals & Savings\*; and

7.1.19 any other new Banking Services as may be offered by CIMB Bank, CIMB Islamic Bank, or its subsidiaries, affiliates or other third parties from time to time.

\*You are responsible to monitor your goal(s) progress under Goals & Savings and to notify CIMB Bank in the event of any inaccuracy to allow CIMB Bank reasonable opportunity to rectify the same. The goal(s) created will be automatically deactivated in the event the monthly auto contribution is not successful for the relevant number of consecutive months as determined by CIMB Bank and made known at this Website. In the event your goal(s) target is not achieved on the selected end date, CIMB Bank reserves the right to deactivate your goal(s).

By using the Banking Services and/or any new Banking Services as they become available, you agree to be bound by (i) these Terms and Conditions; (ii) any updates to these Terms and Conditions in relation to the Banking Services and new Banking Services; (iii) terms and conditions in force governing the new Banking Services and (iv) the terms and conditions imposed by any other third party providing the Banking Services (in so far as these are applicable).

7.2 You agree and acknowledge that CIMB Bank and CIMB Islamic Bank reserve the right and discretion, by giving you such prior notice as is adequate and appropriate in the circumstances, to limit, cancel or suspend in whole or in part at any time, any or all of the Banking Services (i) without giving any reason or explanation for the same and (ii) without incurring any liability whatsoever to you for doing so. The Bank will not give you such prior notice if the giving of such prior notice is not feasible due to the need to prevent any unauthorised transaction, fraud, abuse, misuse, criminal act, offence or violation of any law or regulation which CIMB Bank and/or CIMB Islamic Bank know or have reason to believe has been or will be committed. CIMB Bank or CIMB Islamic Bank may also add, withdraw or change the types of transactions that may be available or carried out through these Banking Services by giving you such prior notice as is adequate and appropriate in the circumstances.

## **8. Account Information**

8.1 You agree and acknowledge that any information pertaining to your Accounts as reported through CIMB Clicks may not necessarily reflect or indicate transactions that have yet to be processed and updated and therefore, should not be taken as conclusive of your Account balance and transaction history with CIMB Bank or CIMB Islamic Bank.

## **9. Transfer And Payments (Including fund transfer, bill payment, JomPAY, DuitNow to Account, DuitNow to Mobile/ID, eIPO and prepaid reloads)**

9.1 You agree and acknowledge that Transfers and Payments are not final upon receipt of your Instructions.

9.2 CIMB Bank or CIMB Islamic Bank may (but is not obliged to) request additional verification and/or information prior to the execution of any Transfers, Payments or Instructions.

9.3 You acknowledge that CIMB Bank or CIMB Islamic Bank may specify limits on the (i) number of Transfers and Payment transactions you may make and/or (ii) number of Instructions and the amounts to be transferred or paid under the Instructions. You further acknowledge and agree that your

Instructions will remain effective for the protection of the Bank in respect of Transfers and Payment made in good faith notwithstanding your death or bankruptcy or the revocation of your Instructions by any other means.

9.4 CIMB Bank or CIMB Islamic Bank will endeavour to execute any Transfers and/or Payment promptly in accordance with your Instructions subject always to the Payment and/or Transfers being made on a Business day, regardless of whether the Transfers and/or Payment are being made online, in real time or scheduled as recurring Transfers and/or Payment.

9.5 If there are insufficient funds in your bank account or an insufficient credit limit for the transactions, you acknowledge that CIMB Bank or CIMB Islamic Bank, may reject the transaction and/or Instructions and such rejection will not affect the Transfers or Payments for the payment date concerned. You are required to make alternative arrangements to effect such Transfers or Payments. Further payments will only be made on the subsequent payment date where your Instructions were for automatic fund transfer and debit.

9.6 You may cancel your Instructions or Instructions for Transfers or Payment if such Instructions or Instructions for Transfers or Payment have not been processed or executed. Any unprocessed Transfers or Payment will be cancelled on the Business day that your cancellation request is received. If you close any relevant Account pertaining to any such Transfers or Payment, any unprocessed Transfers or Payment scheduled from that Account or to be paid into that Account will also be cancelled on the day that Account is closed.

9.7 In relation to eIPO, you must rely on your own evaluation to assess the merits, risks, and the compliance requirements relating to such shares. If you have doubts as to the action that you should take in relation to such shares, you must consult your professional advisers immediately.

9.8 Notifications for successful and failed Transfer and/or Payment transactions will be sent to you via short message service ("SMS") or push notification via CIMB Messenger Service. It will be your responsibility to ensure that such notice is not disclosed to or given access to any other parties (disclosure to third parties). CIMB Bank will not be responsible or liable for any embarrassment, loss or damage arising from such disclosure to third parties or due to your failure to observe your obligations under these Terms and Conditions. Such notification may be sent in Bahasa Malaysia, English or other languages as determined by CIMB Bank.

9.9 If your Biometric Authentication in the CIMB Clicks App is activated, you will be able to perform Quick Payment in the CIMB Clicks App up to any amount(s) determined by CIMB Bank and made known at this Website.

## **10. Secure Messaging**

10.1 You agree and acknowledge that you will use the Secure Messaging Service for the transmission of messages related to your Account, CIMB Clicks and the Banking Services offered under CIMB Clicks and will not use it for any other purpose. This includes but is 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 Islamic Bank, your Accounts or CIMB Clicks.

10.2 You agree and acknowledge that CIMB Bank or CIMB Islamic Bank may fix a limit as to the number of messages you may send, receive or store in or through the Secure Messaging Service at any time.

10.3 You further agree and acknowledge that you will not transmit messages that are obscene, threatening, defamatory or which are detrimental to CIMB Bank's or CIMB Islamic Bank's system in any way.

10.4 You agree and acknowledge that any data, information or Instructions that you communicate or transmit via the Secure Messaging Service will, unless otherwise expressly stated by you, be deemed as true, accurate and complete. CIMB Bank or CIMB Islamic Bank will be entitled to rely on and where necessary act upon any such data, information or Instructions.

## **11. Fees And Charges**

11.1 You must pay any fees, commission and charges ("Fees and Charges"), all levies and taxes including Sales and Service Tax and any penalties payable under such levies and taxes ("Taxes") in respect of the Banking Services under or otherwise relating to your Account. You must pay to CIMB Bank or CIMB Islamic Bank all fees, commissions and any other relevant charges at such rates and in such manner as CIMB Bank or CIMB Islamic Bank may impose and/or stipulate from time to time with respect to CIMB Clicks and/or any of the Banking Services provided under it.

11.2 CIMB Bank or CIMB Islamic Bank may inform you of:-

11.2.1 any Fees and Charges and/or any variations to such Fees and Charges by giving thirty (30) days' prior notice in writing or in any manner deemed applicable by CIMB Bank or CIMB Islamic Bank; and

11.2.2 such Taxes in any manner deemed applicable by CIMB Bank or CIMB Islamic Bank. If you disagree with the imposition of such Fees and Charges or Taxes and/or variation of such Fees and Charges or Taxes, you must cease your usage of CIMB Clicks or the particular Banking Services to which such Fees and Charges or Taxes relate. Your continued use and access of CIMB Clicks or the particular Banking Service to which such Fees and Charges, Taxes and/or variations relate will constitute your agreement to and binding acceptance of the same.

11.3 CIMB Bank or CIMB Islamic Bank reserves the right to debit your relevant Account for the payment of any Fees and Charges or Taxes and/or penalties imposed pursuant to this Agreement including any Government charges, stamp duties or Taxes payable as a result of the use of CIMB Clicks and the Banking Services provided under it.

11.4 All Fees and Charges, Taxes and duties, including but not limited to telephone and telecommunication charges relating to your access and connection to CIMB Clicks (including any fees and charges imposed by any network service provider) will be borne solely by you, and CIMB Bank or CIMB Islamic Bank are neither responsible nor liable in relation to such Fees and Charges, Taxes and duties.

## **12. Disclosure Of Information**

12.1 Subject to Clause 12.2 below, you give your consent to and authorise CIMB Bank and or CIMB Islamic Bank to divulge, reveal and/or otherwise disclose any and all particulars and information relating

to yourself, your Account or any transactions or dealings between you and CIMB Bank and or CIMB Islamic Bank to:-

12.1.1 entities incorporated or constituted within or outside Malaysia that are within the corporate group of CIMB Group Holdings Berhad, CIMB Bank's ultimate holding company ("Group Companies");

12.1.2 its affiliates;

12.1.3 its business partners;

12.1.4 any other persons or organisation (including its agents, service providers, auditors, legal counsel and professional advisors in or outside Malaysia and any potential transferee or assignee with whom CIMB Bank or CIMB Islamic Bank is negotiating the transfer, assignment and novation of the rights or obligations under or by reference to this Agreement);

12.1.5 any authority, including but not limited to Bank Negara Malaysia, the Credit Bureau established by Bank Negara Malaysia, the Royal Malaysia Police, the government of Malaysia or any other statutory or governmental authorities to whom CIMB Bank and or CIMB Islamic Bank is required to make disclosures or who have jurisdiction over CIMB Bank and or CIMB Islamic Bank (the "relevant authorities"),

(as applicable) to the extent necessary:-

(i) to complete, verify or restrict your Instructions and/ or to carry out the Transfer or Payment;

(ii) to comply with laws, regulations, government agencies and authorities in Malaysia and elsewhere. This includes court orders and requests from such government agencies and authorities;

(iii) to verify the existence and condition of your Accounts for a third party such as a credit bureau or merchant;

(iv) to provide services relating to your Accounts or to offer other facilities, products and services unless you duly inform us otherwise;

(v) in connection with any examination by banking authorities or to investigate complaints;

(vi) where you request or authorise CIMB Bank or CIMB Islamic Bank to do so, whether in writing or otherwise;

(vii) to protect and defend CIMB Bank and CIMB Islamic Bank and its property;

(viii) to protect the interest of the public, including but not limited to the detection of crimes and the apprehension of criminals; and

(ix) to facilitate the business, operations, facilities and services of or granted or provided by CIMB Bank, CIMB Islamic Bank and/ or the Group Companies to their customers.

12.2 CIMB Bank and or CIMB Islamic Bank may also disclose to its Group Companies for cross selling and other purposes of CIMB Bank, CIMB Islamic Bank and/or the Group Companies, provided always that disclosure for cross selling purposes will not be effected if you object to such disclosure by contacting



CIMB Bank or CIMB Islamic Bank at the following telephone number or address (which may be changed by CIMB Bank from time to time by notice to you): Customer Resolution Unit (CRU). P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan. Tel: +603 6204 7788. E-mail: [cru@cimb.com](mailto:cru@cimb.com).

Where CIMB Bank and or CIMB Islamic Bank intends to share your information (excluding information relating to your affairs or account) with third parties, such as strategic alliances for marketing and promotional purposes, CIMB Bank and or CIMB Islamic Bank will ensure that express consent from you has been obtained.

12.3 You (i) authorise CIMB Bank or CIMB Islamic Bank to procure any information from any person, organization, authority, company, corporate or unincorporated body or any other entity as CIMB Bank or CIMB Islamic Bank may in good faith deem fit in connection with your Accounts or the Banking Services and (ii) authorise the disclosure by such person of any information required by CIMB Bank or CIMB Islamic Bank.

12.4 For purposes of JomPAY, DuitNow to Account, DuitNow to Mobile/ID and DuitNow QR services or transactions, you acknowledge and agree that any information relating to you, your affairs, your account, and details relating to your JomPAY, DuitNow to Account, DuitNow to Mobile/ID and DuitNow QR transactions and/or your Instructions in relation to JomPAY and/or DuitNow to Account and/or DuitNow to Mobile/ID and/or DuitNow QR, may be (i) disclosed to PayNet for its processing, storing, and archival and (ii) disclosed to CIMB Bank or CIMB Islamic Bank's affiliates, service providers and other participating JomPAY, DuitNow to Account, DuitNow to Mobile/ID and DuitNow QR participants and third parties offering the JomPAY, DuitNow to Account, DuitNow to Mobile/ID and DuitNow QR services and their respective customers.

12.5 By submitting to CIMB Bank or CIMB Islamic Bank any application or Instructions or by continuing to use the Account(s) or CIMB Clicks, you are deemed to have conferred upon CIMB Bank or CIMB Islamic Bank your due authorisation and permission for such disclosure in accordance with the terms of this Agreement.

12.6 Although CIMB Bank or CIMB Islamic Bank will endeavour to ensure the security of your information which is transmitted through CIMB Clicks, you agree and acknowledge that CIMB Bank or CIMB Islamic Bank does not make any warranties in respect of the same and you expressly accept the risks associated with using CIMB Clicks. This includes but is not limited to the risk that all information transmitted through CIMB Clicks may be accessed by unauthorised third parties.

### **13. Your Responsibility And Undertakings**

13.1 You will, at all times, be responsible for obtaining and using the necessary internet browser, any other hardware and/or software (including any new and recent versions of such internet browser, hardware and/or software), which is/are necessary to obtain access to CIMB Clicks at your own risk and expense.

13.2 You will be responsible for the maintenance of any account that you may have with a network service provider for your access to CIMB Clicks and you expressly agree, acknowledge and understand

that such access will, to that extent, be subject to the terms and conditions of your network service provider.

13.3 You agree to observe all security measures in relation to your Accounts and the access to and use of CIMB Clicks as specified in this Agreement and any other rules and regulations, policies or guidelines as may be in force in relation to CIMB Clicks.

13.4 You will furnish CIMB Bank or CIMB Islamic 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 Clicks.

13.5 You will not interfere with the access to and use of CIMB Clicks or Banking Services by other customers and you will not use CIMB Clicks for any purpose other than for conducting authorised transactions pertaining to your Accounts. You must also not hack, attempt to hack or gain unauthorised access, whether directly or indirectly, into CIMB Clicks, any other customer's accounts and/or the Banking Services, for any purpose.

13.6 You must observe all reasonable propriety and etiquette in your communications with CIMB Bank or CIMB Islamic Bank and must not communicate any obscene or defamatory information to CIMB Bank whether through CIMB Clicks or otherwise.

13.7 You must keep yourself informed and updated of CIMB Bank's or CIMB Islamic Bank's relevant and applicable policies and practices and other terms applicable to your Accounts, the Banking Services and CIMB Clicks as provided by CIMB Bank or CIMB Islamic Bank to you.

13.8 You must not install or use CIMB Clicks on a jail-broken or rooted mobile device, hardware or software. Unauthorised modifications to any mobile device's operating systems ("jail-breaking or rooting") bypasses security features and can cause numerous issues to any such hacked device. CIMB Bank and CIMB Islamic Bank strongly caution against installing CIMB Clicks in any hacked mobile device as such mobile device will be vulnerable to fraudulent attacks and may expose your Account to being used by unauthorised persons and or lead to unauthorised access and/or use of CIMB Clicks and the Banking Services by any person, whether remotely performed or otherwise. You must indemnify and hold CIMB Bank harmless against any Loss arising from your use of CIMB Clicks or the Banking Services on any jail-broken or rooted mobile device, hardware or software, including instances where such Loss is caused by any damage or corruption to or failure of CIMB Clicks or the Banking Services due to your use of the same on such jail-broken or rooted mobile device, hardware or software.

13.9 You must use the utmost care, diligence and caution to prevent the loss, theft or fraudulent use of your mobile device (including your mobile telecommunication device) and to prevent the disclosure of the TAC on SMS or SecureTACTM sent to you to any person. You agree to observe all reasonable measures to notify CIMB Bank's Customer Resolution Unit immediately of any change in your mobile number as registered in CIMB Bank's and/or CIMB Islamic Bank's records; theft or loss of your mobile device (including your mobile telecommunication device) and/or disclosure of your TAC on SMS or SecureTACTM, which is sent to you to any person. You must indemnify and hold CIMB Bank and CIMB Islamic Bank harmless against any liability for loss, damage, costs and expenses (legal or otherwise) arising from any breach of such duty.

## **14. Error Reporting And Queries**

14.1 Should you wish to report any error or make any queries or complaints in relation to CIMB Clicks, you may write in, e-mail or call the CIMB Bank's Customer Resolution Unit at the following address and contact number:-

**Customer Resolution Unit**

P.O. Box 10338

GPO Kuala Lumpur

50710 Wilayah Persekutuan

Tel: +603 6204 7788

Email: [cru@cimb.com](mailto:cru@cimb.com)

All telephone calls made to CIMB Bank's Customer Resolution Unit will be logged and recorded by CIMB Bank.

14.2 Subject to Clause 14.3, you may be required to disclose to CIMB Bank or CIMB Islamic Bank all relevant information relating to any report, query or complaint for further verification and validation. This includes but is not limited to:

14.2.1 your name;

14.2.2 the relevant Account numbers;

14.2.3 a description of any such error, query or complaint;

14.2.4 date of the disputed transaction or error;

14.2.5 screenshots of the transaction or error;

14.2.6 an explanation of your reasons for believing it to be an error;

14.2.7 why you require more information; and

14.2.8 the amounts involved in the suspected error, disputed transaction, query or complaint (as applicable).

Notwithstanding the above, you must not, at any time and under any circumstances, disclose your Internet Banking Password, SecureTACTM, TAC, CIMB Clicks User ID, Passcode, CRN and CIMB Card Pin to any CIMB Bank or CIMB Islamic Bank staff or representative or any other third party.

14.3 Where any communication involves your sensitive or confidential information, whether in relation to your Accounts or any transactions made in relation to your Accounts or otherwise, CIMB Bank or CIMB Islamic Bank does not encourage the communication of any such information via electronic-mail ("e-mail") (not being the Secure Messaging Service) and you agree and acknowledge that should you proceed with such mode of communication in relation to such information, you will undertake all

inherent risks associated with such mode of communication and will not, at any time, hold CIMB Bank responsible or liable for the security of such information or any Loss suffered in relation to such mode of communication.

14.4 If CIMB Bank or CIMB Islamic Bank requests you to make your report, complaint or query in writing to CIMB Bank, you must do so within five (5) Business days of such request. If no such written report, complaint or query is received by CIMB Bank or CIMB Islamic Bank within such period, CIMB Bank or CIMB Islamic Bank will not be under an obligation to conduct any investigation and answer any such query or complaint.

14.5 Subject to Clause 14.6, CIMB Bank or CIMB Islamic Bank will endeavour to investigate the complaint, answer the query or inform you of the results of its investigation:

14.5.1 as soon as practicable (at the latest within ten (10) Business days of receipt of such report, query or complaint); or

14.5.2 where a subsequent written report, query or complaint is requested by CIMB Bank or CIMB Islamic Bank pursuant to Clause 14.4, within ten (10) Business days of receipt of such subsequent written report, query or complaint.

14.6 If CIMB Bank or CIMB Islamic Bank requires more time to conduct its investigation, CIMB Bank or CIMB Islamic Bank will extend the period stated in Clause 14.5 above to:-

14.6.1 such reasonable period as it deems reasonably necessary, which will as far as reasonably possible not exceed thirty (30) days from the date of receipt of such report, query or complaint; or

14.6.2 where a subsequent written report, query or complaint is requested by CIMB Bank or CIMB Islamic Bank pursuant to Clause 14.4, within thirty (30) days of receipt of such subsequent written report, query or complaint.

14.7 You will as far as possible co-operate and assist CIMB Bank or CIMB Islamic Bank in the conduct of its investigations. This includes allowing CIMB Bank or CIMB Islamic Bank and its respective investigation teams to access the computers and/or mobile devices used for the disputed transaction within five (5) Business days from the date you reported your query or complaint to CIMB Bank's Customer Resolution Unit as stated in Clause 14.1.

14.8 Subject to the provisions of this Agreement, upon the completion of an investigation, CIMB Bank or CIMB Islamic Bank will make reasonable efforts to correct any error promptly and to make the necessary adjustments to your Accounts. Following any such correction and adjustments, CIMB Bank or CIMB Islamic Bank will notify you of the same.

14.9 In any case, CIMB Bank or CIMB Islamic Bank will inform you of the results of the investigation within ten (10) Business days of the completion of CIMB Bank's investigations in Clause 14.5 or 14.6 (as applicable).

14.10 CIMB Bank or CIMB Islamic Bank will follow rigorous security procedures and use state of the art technologies to protect its customers' information and transactions against unauthorised access, disclosure, alteration and/or its misuse. Subject to Clause 17, CIMB Bank or CIMB Islamic Bank (as applicable) will reimburse you fully in the event you suffer any monetary losses due to any direct loss

from your Account arising from your use of CIMB Clicks and the Banking Services, provided that the losses were due to CIMB Bank's system malfunctioning. Such malfunctioning will be subject to confirmation by the Digital Banking Department of CIMB Bank.

14.11 Where you are not satisfied with the outcome of the investigation or of your complaint, you may appeal against such outcome:-

14.11.1 to the senior management of CIMB Bank or CIMB Islamic Bank in writing to the address as specified in Clause 14.1 above; or

14.11.2 by referring such complaint to the Financial Ombudsman under the Financial Ombudsman Scheme.

## **15. Statements, Confirmation And Advice**

15.1 Where CIMB Bank or CIMB Islamic Bank sends or delivers to you a statement, confirmation or advice, you must verify each and every such statement, confirmation or advice and must give CIMB Bank or CIMB Islamic Bank written notice of any such error or omission in any such statement, confirmation or advice within fourteen (14) days from the date of such statement, confirmation or advice in accordance with Clause 14 above. If CIMB Bank or CIMB Islamic Bank does not receive such notice within fourteen (14) days, such statement, confirmation and advice will, as against you, be deemed as true, correct and accurate in relation to all transactions and amounts stated in such statement, confirmation and advice and will be conclusive evidence of the transaction and your liability to CIMB Bank or CIMB Islamic Bank.

## **16. Updating Of Customer's Particulars**

16.1 You must promptly notify CIMB Bank in writing or by such other means as CIMB Bank deems acceptable of any changes or variations in your personal particulars. CIMB Bank will be entitled to assume that there have been no changes or variations until CIMB Bank has received notice of such changes or variations from you. Provision of such particulars during the enrollment process in CIMB Clicks will not be deemed to constitute an automated updating of your personal particulars.

## **17. Exclusions Of Liability**

17.1 CIMB Bank will use all reasonable efforts to ensure the operation and provision of CIMB Clicks and the Banking Services. You agree and acknowledge however that CIMB Bank and CIMB Islamic Bank does not make any warranties or representations of any kind (whether express or implied) with respect to CIMB Clicks and the Banking Services provided and/ or from any information, content, materials, products (including software) or other services included in or otherwise made available to you through the Internet or any other electronic medium approved by CIMB Bank. Subject to Clause 6.8 and Clause 17.5, CIMB Bank and CIMB Islamic Bank will not be responsible or liable for any Loss whether arising in tort, contract, indemnity or otherwise, in relation to CIMB Clicks and the Banking Services and your performance of obligations under these Terms and Conditions whether suffered by you or any other person unless such Losses which, subject to Clause 6.8, are caused by the gross negligence or wilful default of CIMB Bank or CIMB Islamic Bank.

17.2 Without limiting the generality of Clause 17.1 above, CIMB Bank or CIMB Islamic Bank will not be liable for any Instructions or failure to complete or execute any Instructions and/or for Loss caused by or arising from one or more of the following events or matters however caused or incurring:-

17.2.1 any malfunction, defect in and/or breakdown, disruption or failure of any telecommunications, computer, terminal, server or other device 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 Card Pin, Internet Banking Password, TAC, SecureTACTM, Passcode, CIMB Clicks User ID, Biometric Data and/or Instruction;

17.2.2 any malfunction, breakdown, disruption and/or unavailability of CIMB Clicks or any portion of CIMB Clicks, however arising;

17.2.3 any of the Banking Services not being accessible or available or not functioning;

17.2.4 any failure or delay caused by your internet browser or other hardware and/or software (including but not limited to any failure to upgrade the relevant internet browser and/or software or to use the new and recent versions of the same as may be required by CIMB Bank or CIMB Islamic Bank), malware or related problems;

17.2.5 the corruption, destruction, alteration, loss of or error in your Instructions or any data or information in the course of transmission through CIMB Clicks;

17.2.6 any intrusion, interference or attack by any person, malware or other harmful components or deleterious programs or files;

17.2.7 any use of CIMB Clicks on a jail-broken or rooted mobile device as set out in Clause 13.8;

17.2.8 any loss, theft or unauthorised use of your CRN, CIMB Card Pin, Internet Banking Password, TAC, SecureTACTM, Passcode, CIMB Clicks User ID, Biometric Data and or mobile device due to your failure to observe your obligations under these Terms and Conditions;

17.2.9 any remote interception as a result of a malicious program stored in any telecommunications, computer or any other devices whether or not owned, operated or maintained by you;

17.2.10 any purported access to and use of CIMB Clicks and/or the Banking Services, your CRN, CIMB Card Pin, Internet Banking Password, TAC, SecureTACTM, Passcode, CIMB Clicks User ID and Biometric Data as well as any other software or hardware provided by CIMB Bank to you, if any;

17.2.11 any unauthorised (i) access and/or use of CIMB Clicks and the Banking Services by any person, whether remotely performed or otherwise and or (ii) access by or theft of information by unauthorized third parties in relation to information transmitted through CIMB Clicks due to your failure to observe your obligations under these Terms and Conditions;

17.2.12 any prohibition, suspension, delay or restriction of your access to CIMB Clicks by the laws and regulations of any country from which you access CIMB Clicks;

17.2.13 CIMB Bank or CIMB Islamic Bank knows or has any reason to believe that a fraud, criminal act, offence or violation of any law or regulation has been or will be committed;

17.2.14 your relevant Accounts are made subject to any legal process or other claim restricting such transactions or where such relevant Accounts are otherwise frozen, closed or suspended for any reason;

17.2.15 any prohibition, suspension, delay or restriction of your access to CIMB Clicks caused by, relating to or in connection with your network service provider;

17.2.16 the Payee Corporations do not process your Payment promptly and/or correctly;

17.2.17 any inaccuracy or incompleteness of information, data or Instructions given by you in relation to (i) any transactions or the performance of any transactions or otherwise in relation to the provision of any of the Banking Services; or (ii) the beneficiary account to which amounts are to be paid or transferred is non-existent, frozen, closed or suspended for any reason;

17.2.18 our reliance, execution or implementation of any data, information or Instructions received from you (including inaccurate or incomplete data, information or Instructions);

17.2.19 your failure, neglect or omission to maintain sufficient funds in the relevant Accounts or you have insufficient overdraft lines of credit to (i) perform any of your Instructions, (ii) transfer or pay any relevant amounts or (iii) pay any amounts due (including fees, taxes, duties, levies, penalties, charges, expenses, and/or interests to CIMB Bank or CIMB Islamic Bank from time to time for use of CIMB Clicks and/or any Banking Services);

17.2.20 your inability to perform any transactions due to limits, including transaction limits set by CIMB Bank or CIMB Islamic Bank from time to time;

17.2.21 your failure, neglect or omission to act in accordance with:

(i) these Terms and Conditions;

(ii) the instructions, procedures and directions for using CIMB Clicks or the particular Banking Services offered under it; and

(iii) any other rules, regulations, policies and guidelines,

currently in force;

17.2.22 any delay in the delivery or non-delivery of any documents or materials under this Agreement due to your action, inactions or instructions;

17.2.23 any event, the occurrence of which is beyond CIMB Bank's or CIMB Islamic 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;

17.2.24 CIMB Bank's or CIMB Islamic Bank's decision not to request additional verification and/or information pursuant to Clause 9.2 above; or

17.2.25 any Loss which is caused by third parties.

17.2.26 any suspension or restriction of Banking Services caused by the blocking of your TAC, due to maximum permitted tries of TAC input.

17.3 While CIMB Bank and CIMB Islamic Bank (the "Banks") will make reasonable efforts to ensure that the product information, pricing and rates on their respective websites and the Goals and Savings features in relation to the progress of the personal goals setup are accurate and current, there may be instances where inaccurate or incomplete information, pricing or rates is or are inadvertently displayed. If any such information, pricing or rate is incorrect or incomplete, the Banks may refuse, avoid, nullify and/or cancel any orders placed and or any transaction effected under the Account, the Banking Services and any other transactions effected as a consequence of such inaccurate or incomplete information. CIMB Bank and CIMB Islamic Bank assume no responsibility for any error or omission in the content of CIMB Clicks, and expressly disclaim liability for any losses incurred due to such errors, inaccuracies, misstatements or omissions, except to the extent caused solely by CIMB Bank or CIMB Islamic Bank's gross negligence or wilful default.

17.4 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 (as applicable) will not be responsible or liable to you for any remote or consequential Loss (including but not limited to loss of profits or opportunity loss), or for punitive damage, whether arising from any breach of our obligations to you or otherwise.

17.5 Where CIMB Bank or CIMB Islamic Bank:

17.5.1 fails to observe the procedures as to complaints and investigations as set out in Clause 14; and

17.5.2 such failure:

(i) is caused by the fraudulent or grossly negligent conduct of CIMB Bank's or CIMB Islamic Bank's officers; and

(ii) prejudiced the outcome of the complaint or resulted in a delay in its resolution

CIMB Bank or CIMB Islamic Bank may, subject to Clauses 5.4, 5.6 and 5.7, be liable to you up to the full amount of the particular transaction, provided that your claim for Loss is supported by documentary evidence.

## **18. Variation**

18.1 CIMB Bank reserves the right to amend, substitute, delete from, or add to these Terms and Conditions from time to time by giving at least twenty-one (21) calendar days' prior notice of any such additional or amended terms and conditions.

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

18.3 If you continue to use CIMB Clicks after the effective date of the change to these 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 19.2, then you will be



deemed to have accepted such change in these Terms and Conditions and agree to be bound by the same.

## **19. Notices**

19.1 Unless otherwise specified in these Terms and Conditions to the contrary, all notices and communications by CIMB Bank or CIMB Islamic Bank in relation to CIMB Clicks may be given by CIMB Bank or CIMB Islamic Bank in any one of the following manners:-

19.1.1 by registered post to your last address in CIMB Bank's records or CIMB Islamic Bank's records, whether incorporated into the periodic statement of Account or otherwise;

19.1.2 by ordinary post to your last address in CIMB Bank's records or CIMB Islamic Bank's records, whether incorporated in the periodic statement of Account or otherwise;

19.1.3 by facsimile transmission, e-mail, SMS, WhatsApp or other forms of instantaneous communication to your last known contact number or e-mail address in CIMB Bank's or CIMB Islamic Bank's records;

19.1.4 by display at CIMB Bank's or CIMB Islamic Bank's premises, including those of its branches;

19.1.5 by display on the screen upon access to this Website and/or CIMB Clicks App;

19.1.6 by any other manner as CIMB Bank or CIMB Islamic Bank reasonably deems fit.

19.2 All notices and communications sent by CIMB Bank or CIMB Islamic Bank to you, will, unless otherwise specified in this Agreement or in the notice or communication mentioned in Clause 19.1, be deemed to have been received and be effective, as follows:-

19.2.1 if by registered post, upon acknowledgement of receipt;

19.2.2 if by ordinary post, on the seventh (7th) day after posting;

19.2.3 if by facsimile transmission, e-mail or other instantaneous communication, when transmitted from CIMB Bank or CIMB Islamic Bank's side (as applicable); and

19.2.4 if by display (whether at CIMB Bank's or CIMB Islamic Bank's premises or on this Website), upon such display.

19.3 All notices and communications to CIMB Bank or CIMB Islamic Bank will unless specified in this Agreement, be in writing, signed by you and sent to CIMB Bank or CIMB Islamic Bank, at CIMB Bank's or CIMB Islamic Bank's address specified in here or any other address as may be notified to you from time to time.

19.4 Subject to anything in these Terms and Conditions to the contrary, all notices from you to CIMB Bank or CIMB Islamic Bank will 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 You agree and acknowledge that CIMB Bank or CIMB Islamic Bank reserves the right and discretion to suspend, terminate or restrict your access to CIMB Clicks or any part of CIMB Clicks without having to give any reason by giving seven (7) days' prior notice to you.

20.2 CIMB Bank or CIMB Islamic Bank may terminate, suspend or restrict your access to CIMB Clicks or any part of CIMB Clicks immediately upon giving you notice, if:-

20.2.1 you cease to maintain any Accounts with CIMB Bank or CIMB Islamic Bank which can be accessed via CIMB Clicks;

20.2.2 you breach any term, condition or provision of this Agreement or laid down by any relevant legal, regulatory or other authority or body;

20.2.3 you fail to pay any Fees and Charges or Taxes when due;

20.2.4 you have provided CIMB Bank or CIMB Islamic Bank with false or incomplete information in relation to your access to or use of CIMB Clicks;

20.2.5 you become, threaten or resolve to become or are in jeopardy of becoming subject to any form of insolvency administration;

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

20.2.7 in CIMB Bank's or CIMB Islamic Bank's opinion, such termination, suspension or restriction is required to facilitate investigation into matters pertaining to suspected fraudulent or unauthorized (i) usage of your Account, (ii) access to your CIMB Clicks and/or (iii) usage of the Banking Services; or

20.2.8 CIMB Bank or CIMB Islamic Bank is notified and requested by the relevant authorities to terminate, suspend or restrict your access to CIMB Clicks regardless of whether the relevant authorities have the legal or valid authority to request CIMB Bank or CIMB Islamic Bank to do so.

20.2.9 in CIMB Bank's or CIMB Islamic Bank's opinion, it is necessary to ensure or maintain the security of CIMB Clicks and its users.

20.2.10 your TAC is blocked due to maximum permitted tries of TAC input.

20.2A If you do not log on to CIMB Clicks for a continuous period of 180 days from the last date of your successful log on to CIMB Clicks, your CIMB Clicks access will be deemed inactive and CIMB Bank or CIMB Islamic Bank may suspend your access to CIMB Clicks without further notice to you.

20.3 You may terminate your access to and use of CIMB Clicks or any particular Banking Services at any time, by giving at least fourteen (14) days' 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 Clicks or the relevant portions of CIMB Clicks.

20.4 You agree and acknowledge that termination does not affect your liability or obligations in respect of Instructions received by CIMB Bank or CIMB Islamic 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 but has not been processed, and your access to CIMB Clicks is thereafter terminated, you will not hold CIMB Bank responsible or liable for any failure to process such Instruction.

20.6 Any rights and obligations under these Terms and Conditions which by their term and sense would survive the termination of the Terms of Access and or this Agreement in any way, will continue to be in full force and effect after termination.

## **21. Indemnity**

21.1 You must indemnify and hold CIMB Bank and CIMB Islamic Bank, its officers, directors, employees and agents harmless from and against any and all Loss suffered or incurred as a result of any of the following:-

21.1.1 any failure by you to comply with any of these Terms and Conditions; and/or

21.1.2 CIMB Bank or CIMB Islamic Bank acting in accordance with any Instructions or instructions or request of any company and/or organization that assists or facilitates the processing and/or fulfillment of any Instructions or in any manner pursuant to these Terms and Conditions, except to the extent attributable to CIMB Bank's or CIMB Islamic Bank's gross negligence or wilful default.

21.2 You agree and acknowledge that your obligation to indemnify CIMB Bank or CIMB Islamic Bank will survive the termination of this Agreement or your use of CIMB Clicks.

## **22. General Lien**

22.1 All funds, instruments and other property belonging to you in the possession or control of CIMB Bank or CIMB Islamic Bank will 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 in future due, owing or incurred by you to CIMB Bank or CIMB Islamic Bank on the Accounts, CIMB Clicks or on any of the Banking Services, or otherwise (in any manner, in any currency, whether actual or contingent, joint or several). CIMB Bank or CIMB Islamic Bank may apply the proceeds thereof in settlement or set-off of those sums and liabilities upon giving 7 days' notice to you. Pending the exercise of such set-off, the funds, instruments and other property subject to the general lien may be frozen or suspended by CIMB Bank or CIMB Islamic Bank.

## **23. International Use**

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

23.1.1 exchange control regulations of Bank Negara Malaysia;

23.1.2 other fiscal or exchange control requirements of the country where the transaction is effected or requested; and

23.1.3 other relevant laws and regulations of Malaysia and the country in which the transaction is effected or requested.

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 effected.

## **24. Evidence**

24.1 Evidence of your Instructions and/or communications transmitted between CIMB Bank or CIMB Islamic Bank may come in the form of CIMB Bank's or CIMB Islamic Bank's computer records. This includes, amongst other things, telephone logs, transaction logs, data stored on hard disks, magnetic tapes, cartridges, flash drives or other media, computer printouts of any communication, and any other form of information stored on any data storage media.

24.2 Pursuant to Clause 24.1, you further agree and acknowledge that save and except in the event of manifest error you will refer and at all times, treat all of such computer records of CIMB Bank or CIMB Islamic Bank as conclusive evidence of your Instructions and/or communications received or sent by CIMB Bank or CIMB Islamic Bank.

24.3 You agree and acknowledge that all your Instructions and/or communications which are sent to CIMB Bank or CIMB Islamic Bank (whether by Secure Messaging Service or otherwise) that meet the relevant operating standards and requirements of CIMB Bank or CIMB Islamic Bank will 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 or CIMB Islamic Bank in exercising any right, power, privilege or remedy under these Terms and Conditions upon any default on your part will not impair any such right, power, privilege or remedy or be construed as a waiver of or any acquiescence in such default. No waiver will be valid unless made in writing by CIMB Bank or CIMB Islamic Bank. Any waiver by CIMB Bank or CIMB Islamic Bank will not operate as a waiver of any subsequent default by you.

25.2 If any provision of these Terms and Conditions is held to be illegal, invalid or unenforceable under present or future laws, such provision will be fully severable and these Terms and Conditions will be construed and enforced as if such illegal, invalid or unenforceable provision was never a part of these Terms and Conditions and the remaining provisions will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision.

25.3 You agree and acknowledge that you will use all reasonable efforts to negotiate with CIMB Bank or CIMB Islamic 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 under 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 or CIMB Islamic Bank, may be submitted to a court of competent jurisdiction in Malaysia.