

# CIMB Clicks Terms and Conditions

## Terms Of Access

PLEASE READ & UNDERSTAND THE FOLLOWING TERMS & CONDITIONS WHICH GOVERN YOUR ACCESS OF THE [www.cimbclicks.com.my](http://www.cimbclicks.com.my) WEBSITE (HEREINAFTER COLLECTIVELY REFERRED TO AS 'THIS WEBSITE') AND USE OF THE SERVICES AS PROVIDED THEREIN (HEREINAFTER ALSO REFERRED TO AS THE 'SERVICES HEREIN') BY ACCESSING THIS WEBSITE AND/OR USING THE SERVICES HEREIN, YOU AGREE TO BE BOUND BY THESE TERMS & CONDITIONS. IF AT ANY TIME YOU DO NOT ACCEPT ANY OR ALL OF THESE TERMS & CONDITIONS, YOU MUST IMMEDIATELY DISCONTINUE ALL ACCESS OF THIS WEBSITE AND/OR USE OF THE SERVICES HEREIN.

## General

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

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

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

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

### **Customer Resolution Unit**

Level 19, Menara Bumiputra-Commerce,  
No 11, Jalan Raja Laut

50350 Kuala Lumpur

**Tel:** +603 6204 7788

**Fax:** +603 2691 3248

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

## Your Conduct

You agree that your access of this web site and use of the services herein shall at all times be in accordance with all legislation, laws and regulations governing the same and you shall not, at any time whatsoever, attempt or assist any other person to transmit any materials, data, communication and/or information ("Content"), through this web site or services herein, which is abusive, defamatory, infringes another person's rights, constitutes a criminal offence or gives rise to civil liability, encourages racism, promotes hatred, contains pornography or pedophilia, contains any viruses or deleterious files and/or is otherwise objectionable to public morals and decency. You also agree not to hack or attempt to gain unauthorised access into this web site and the services herein, disrupt the security of its resources, provide information, which is inaccurate or false, and/or otherwise abuse and misuse this web site and the services herein. If at any time you discover or suspect the occurrence of any of these activities, you are required to notify us immediately and in failing or delaying to do so, you may also be held liable for the same.

We are not obliged to but reserve the right to continuously monitor or review your access of this web site, CIMB Clicks or your use of the services herein. In doing so, we may block and or suspend your access to this website, CIMB Clicks or your use of the services herein immediately without assigning any reasons and without giving you any prior notice in the event we know or have reason to believe that any unauthorised transaction, fraud, abuse, misuse, criminal act, offence or violation of any law or regulation ("Misuse or Exploitation") has been or will be committed and report or escalate to the any relevant authorities including but not limited to Bank Negara Malaysia and the Royal Malaysia Police any attempts that appear to us to a Misuse or Exploitation of your access of this web site, CIMB Clicks or your use of the services herein. Further and not in derogation to the aforesaid, we reserve the right to edit or delete any Content which violates any of the provisions in this Terms of Access without notice and without any liability whatsoever to you for doing so.

## Intellectual Property Rights

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

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

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

## Charges

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

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

## Confidential Information

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

It is our policy to respect the privacy of any information disclosed by you pursuant to your access of this web site and use of the services herein ("Confidential Information"). Accordingly, we will neither edit nor disclose your Confidential Information unless we are required to do so in accordance with any legislation, laws or regulations, to protect

our rights and property, enforce any provision in this Terms of Access, to provide you with the services herein, respond to any claim that the Content violates the rights of another person or as otherwise provided herein.

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

## Privacy Clause

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

In the event you provide personal and financial information relating to third parties, including information relating to your next-of-kin and dependents, for the purpose of opening or operating your account(s)/facility(ies) with us or otherwise subscribing to our products and services, you (a) confirm that you have obtained their consent or are otherwise entitled to provide this information to us and for us to use it in accordance with this Terms of Access and CIMB Clicks Internet Banking Agreement; (b) agree to ensure that the personal and financial information of the said third parties is accurate; (c) agree to update us in writing in the event of any material change to the said personal and financial information; and (d) agree to our right to terminate this Terms of Access and CIMB Clicks Internet Banking Agreement should such consent be withdrawn by any of the said third parties.

Where 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 the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing us and/or our agents to enter into any cross-border transaction on your behalf, you agree to the above said disclosures on behalf of yourself and others involved in the said cross-border transaction.

We may at any time and from time to time now and/or in the future carry out the necessary reference checks including but not limited to credit reporting/reference checks with credit reporting/reference agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution to enable us to ascertain your status as may be required to help make decisions, for example when we need to (a) check details on applications for credit and credit-related or other facilities; (b)

manage credit and credit-related accounts or facilities, including conducting reviews of your portfolio(s); recover debts; and/or any purpose related to or in connection with 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. We may also share information about you and how you manage your account(s)/facility(ies) with relevant credit reporting/reference agencies.

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

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

For the purposes of this privacy clause, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in 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, and the use of the words "us", "we" and "our" are to be read as references to the CIMB Group.

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

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

### Hyperlinks To Third Parties

Throughout your access of this web site and use of the services herein, you will come across hyperlinks to third parties' web sites, which are not under our control, unless stated otherwise. These hyperlinks are provided for your reference only and do not represent in any way whatsoever our endorsement or sanction of the same. Accordingly, we shall not be responsible or liable for your access and use of the same

or any information or materials available therein. We shall also not be responsible for any form of transmission or communication between you and the said third parties or your participation or use of their information, materials, services or promotions. For this purpose, you agree to be solely responsible for the same or any portion thereof.

Notwithstanding the above, we have also provided a hyperlink to Bank Negara Malaysia on our web site which, unless otherwise stated, shall be indicative of our compliance with the requirements and standards set by Bank Negara Malaysia and our commitment to being transparent and accountable to you at all times. Nevertheless, your access of this hyperlink to Bank Negara Malaysia and use of any of the information or materials available therein shall at all times be governed by the Terms of Use of Bank Negara Malaysia and any other relevant policies or conditions which Bank Negara Malaysia may impose in respect of the same, all of which are accessible from its web site. For these purposes, we shall not be responsible for any form of transmission or communication between you and Bank Negara Malaysia or your use of any information, materials or services made available by Bank Negara Malaysia, whether via its web site or otherwise. Accordingly, you agree to be solely responsible for the same or any portion thereof.

## Disclaimer

All Content which is available on this web site and the services herein are provided on an "as is" and "as available" basis and are strictly meant for your reference and information only, and shall not, at any time whatsoever, be assumed or deemed to be intended for any business or commercial purposes or to constitute an offer or solicitation and/or the giving of advice in respect of investment, financial or 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 verification of the said Content before making any decisions based on the same.

While we shall use our best efforts to ensure that the Content herein or any portion thereof are, as far as possible, accurate, complete, current and true, you acknowledge and agree that certain Contents transmitted or made available through the web site may be provided by third parties, therefore, we do not warrant the same and further, we expressly disclaim all liability for any errors, omissions or inadequacies in the Content herein or any portion thereof. Further, we do not give any kind of warranty, whether express, implied or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement or freedom from viruses. We also do not warrant that this web site, the services herein 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 web site, the services herein and the Content and you agree that your access and use thereof shall be at all times at your sole risk.

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

## Indemnity

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

## Waiver

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

## Miscellaneous

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

## Governing Law & Jurisdiction

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

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

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

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CIMB Bank Berhad

## CIMB Clicks Internet Banking Agreement

This CIMB Clicks Internet Banking Agreement (hereinafter referred to as "Agreement") sets out the terms and conditions governing your use of CIMB Clicks, which is an Internet Banking Service provided by CIMB Bank Berhad (Company No: 13941-P) (hereinafter referred to as "CIMB Bank") to eligible customers, in order to enable them to electronically access and use their Accounts and other banking facilities, products and services as made available by CIMB Bank, CIMB Islamic Bank and/or any of its subsidiaries, affiliates and business partners.

Unless otherwise expressly stated herein, your use of CIMB Clicks is governed by the terms and conditions of this Agreement which are in addition to the prevailing terms and conditions applicable to any Accounts, facilities, products and services you may subscribe to or have with CIMB Bank or CIMB Islamic Bank, and any other facilities, products and services you may hereafter obtain from CIMB Bank, CIMB Islamic Bank and/or any of its subsidiaries, affiliates and business partners.

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

### Definitions



- "Account" means one or more of your savings, current, fixed deposit, General Investment Account, Mudharabah account, Foreign Currency Account, loan/Financing, credit card, investment or any other account(s) as may be accessed through CIMB Clicks as may be determined by CIMB Bank and CIMB Islamic Bank from time to time.
- "Agreement" means the terms and conditions of the CIMB Clicks Internet Banking Agreement herein, as may be varied from time to time.
- "Banking Services" refers to the facilities, products and services as identified herein 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 the Internet.
- "Business day" means a day in which CIMB Bank is open for business in Kuala Lumpur.
- "CIMB ATM Pin" means the six digit numeric Person Identification Number for an Automated Teller Machine (ATM) Card or Credit Card issued to you under your Account.
- "CIMB Bank" means CIMB Bank Berhad (Company No: 13941-P) and includes its subsidiaries and its successors in title and assigns and where applicable any of them.
- "CIMB Clicks" means the Banking Services, the services of which maybe accessed by you via the Internet or any other electronic medium approved by CIMB Bank in accordance with the terms and conditions of this Agreement. For the purposes of this Agreement, reference to CIMB Clicks shall mean and include reference to the services which may be accessed by you via CIMB Clicks App and/or CIMB Eva App, as the case may be.
- "CIMB Clicks App" means the mobile application which maybe downloaded and accessed by you via iOS or Android mobile devices to receive CIMB Messenger Service (if activated by you) and/or to perform selected Banking Services as determined by CIMB Bank from time to time.
- "CIMB EVA App" means the mobile application which may be downloaded and accessed by you via iOS or Android mobile devices to receive CIMB Messenger Service (if activated by you) and/or perform selected Banking Services as determined by CIMB Bank from time to time in the form of a chat interface.
- "CIMB Messenger Service" refers to the alert and notification service made available on the CIMB Clicks App and the CIMB Eva App.
- "CIMB Clicks User ID" means a unique name selected by you during your first time registration to 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 ATM Pin for verification and authentication purposes in order to grant you access to CIMB Clicks.
- "CIMB Islamic Bank" means CIMB Islamic Bank Berhad (Company No:671380-H) and includes its subsidiaries and its successors in title and assigns and where applicable any of them.
- "CRN" means the sixteen digit number of an Automated Teller Machine ("ATM") Card or Credit Card as assigned by CIMB Bank or CIMB Islamic Bank in relation to your Account, as you may have or as may be opened by you, with CIMB Bank

or CIMB Islamic Bank and which must be keyed in together with your CIMB ATM Pin for your first time registration with CIMB Clicks.

- "Fingerprint(s)" means the fingerprint imprints(s) saved on your Primary Device which supports fingerprint authentication function and may be used in place of your CIMB Clicks User ID to access your CIMB Clicks App to perform Quick Balance or any other selected Banking Services as may be determined by CIMB Bank from time to time.
- "Instructions" means any request, application, authorisation or instructions in whatever 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 authorised or unauthorised.
- "Internet Banking Password" or "CIMB Clicks Password" means the minimum 8 character personal password that you select to access CIMB Clicks and subsequently for 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 prior to granting you access to CIMB Clicks.
- "JomPAY" means Malaysia's national bill payment system established and operated by Payments Network Malaysia Sdn Bhd, under the auspices of Bank Negara Malaysia.
- "Loss" means any and all losses, damages (financial and otherwise), injuries, embarrassments, costs, charges, taxes, duties, levies, penalties and/or expenses of whatsoever nature, including legal fees on a full indemnity basis.
- "Officer" means any director, officer, employee or servant of CIMB Bank or CIMB Islamic Bank.
- "Payee Corporations" means the corporations approved by CIMB Bank or CIMB Islamic Bank to which Payment can be made as may be added and varied from time to time and displayed under 'Payee List' on CIMB Clicks.
- "Payment" means the payment by you of any bills or any other payment demands received by you from Payee Corporations.
- "Primary Device" means the last mobile device that you activated CIMB Clicks App or CIMB Eva App (as the case may be) if you have activated CIMB Clicks App or CIMB Eva App on multiple mobile devices. In the event you only install CIMB Clicks App or CIMB Eva App on one mobile device, then that mobile device would 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, or CIMB Clicks App or CIMB Eva App is not running.
- "Quick Balance" means the account inquiry service on CIMB Clicks App that is accessible by you using CIMB Clicks User ID only or using Fingerprint Authentication (if your mobile device supports fingerprint authentication function).
- "TAC on SMS" is a 6 digits code that is sent to your registered mobile number in CIMB Bank's record.
- "TAC on CIMB Messenger" is a 6 digits code that is sent to customer's Primary Device.

- "Transaction Authorization Code" (TAC) is a security feature that has been implemented to provide second layer of protection for online banking transactions, in addition to your CIMB Clicks Login Username and Password. It is a unique, 6 digit code that needs to be entered for specific online transactions which may be sent to you via TAC on SMS or TAC on CIMB Messenger. In the event you perform Banking Services via CIMB Clicks at [www.cimbclicks.com.my](http://www.cimbclicks.com.my) and have CIMB Messenger Service activated on your CIMB Clicks App, you will receive the TAC via TAC on CIMB Messenger. If you perform Banking Services via CIMB Clicks at [www.cimbclicks.com.my](http://www.cimbclicks.com.my) without CIMB Messenger Service activated on your CIMB Clicks App, you will receive TAC via TAC on SMS. If you perform Banking Services via CIMB Clicks App or CIMB Eva App, you will receive the TAC via TAC on SMS.
- "SecureTAC" is an additional security feature for CIMB Clicks app that has been implemented to provide second layer of protection for online banking transactions, in addition to your CIMB Clicks Login Username and Password. The SecureTAC will be linked/registered with your CIMB Clicks User ID and mobile device by requesting and entering your TAC in order to access and perform the Banking Services made available in CIMB Clicks App.
- "Transfers" means the transfer of funds within your own CIMB Bank or CIMB Islamic Bank Accounts or a third party Account maintained by CIMB Bank or CIMB Islamic Bank or any other transfers as maybe made available by CIMB Bank or CIMB Islamic Bank from time to time.
- "you", "your" or "yourself" means CIMB Bank's or CIMB Islamic Bank's customer in whose name one or more Account is held by CIMB Bank or CIMB Islamic Bank and each person who uses or is authorised to use an Internet Banking password and a CIMB Clicks User ID or other means of access as may be established or approved by CIMB Bank.

## 1. Application And Enrolment To CIMB Clicks

- 1.1 Subject to the terms and conditions herein, CIMB Clicks is made available for application and enrolment to customers, which have one or more existing Accounts with CIMB Bank or CIMB Islamic Bank.
- 1.2 Non-Account holders may enroll for CIMB Clicks only after physically opening an Account with CIMB Bank or CIMB Islamic Bank.
- 1.3 Accounts which require two or more signatories to make transfers, withdrawals and other transactions will not be eligible for CIMB Clicks.
- 1.4 To enroll for CIMB Clicks, you would be required to have an ATM Card, Debit Card or a Credit Card, as the case may be. The CIMB ATM PIN is utilised one time only during registration where you will proceed to nominate an Internet Banking password. Subsequently, you will access CIMB Clicks using your Internet Banking password.
- 1.5 Existing customers who do not own an ATM Card, Debit Card or Credit Card, must first apply for an ATM Card, Debit Card or Credit Card (as the case may be) in relation to their existing Account with CIMB Bank or CIMB Islamic Bank.

- 1.6 The CIMB ATM Pin may be applied for from CIMB Bank or CIMB Islamic Bank in accordance with any procedures and directions as may be prescribed by CIMB Bank or CIMB Islamic Bank from time to time. This is a 6-digit numeric PIN of your choice.
- 1.7 Any application to enroll for CIMB Clicks and access thereto, will be subject at all times to CIMB Bank's and CIMB Islamic Bank's sole and absolute discretion and CIMB Bank or CIMB Islamic Bank reserves the right to accept or reject an application, to deny your ability to access CIMB Clicks, to limit your access or transactions or to revoke your access to CIMB Clicks without being obliged to provide any reason of such rejection.

## 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 an ATM Card, Debit Card or Credit Card issued by CIMB Bank or CIMB Islamic Bank together with the ATM Pin for such ATM Card, Debit Card or Credit Card

You shall use the CRN Number, ATM Pin and enter the "captcha" appearing on screen for one time only during registration on [www.cimbclicks.com.my](http://www.cimbclicks.com.my). You shall also nominate a CIMB Clicks User ID and an Internet Banking Password in accordance with Clause 2.3 hereof. Subsequently, you will access CIMB Clicks using your CIMB Clicks User ID and Internet Banking password.

- ii) Where you have a Credit Card issued by CIMB Bank or CIMB Islamic Bank and you do not have or have not obtained the ATM Pin for such Credit Card

You shall use the CRN Number, enter the "captcha" appearing on screen and provide your other personal particulars for one time only during registration on [www.cimbclicks.com.my](http://www.cimbclicks.com.my). You shall also nominate a CIMB Clicks User ID and an Internet Banking Password in accordance with Clause 2.3 hereof. Subsequently, you will access CIMB Clicks using your CIMB Clicks User ID and Internet Banking password.

- iii) Where you have a loan/financing product (including hire purchase/ hire purchase-i product), structured investment or unit trusts with CIMB Bank or CIMB Islamic Bank

You shall use the loan/financing account number, Master Agreement Number/Securities Custodial Account Number or unit trust account number, as the case may be, enter the "captcha" appearing on screen and provide your other personal particulars for one time only during registration on [www.cimbclicks.com.my](http://www.cimbclicks.com.my). You shall also nominate a CIMB Clicks User ID and an Internet Banking Password in accordance with Clause 2.3 hereof. Subsequently, you will access CIMB Clicks using your CIMB Clicks User ID and Internet Banking password.

- 2.2 You may also be required to provide CIMB Bank with certain customer information as may, in CIMB Bank's sole opinion, be required in order to effectively provide the Banking Services which may include, inter alia, your name, address, date of birth, contact number and e-mail address and the security questions. This information will be retained by CIMB Bank or CIMB Islamic Bank for its own purpose including marketing our respective financial services and profiling.
- 2.3 Upon successful validation of your (i) CRN, CIMB ATM Pin and the "captcha" or (ii) CRN, the "captcha" and your personal particulars or (iii) loan/financing account number, Master Agreement Number/Securities Custodial Account Number or unit trust account number, the "captcha" and your personal particulars; a TAC on SMS will be sent to you based on the mobile device number provided by you to the Bank. You shall insert the TAC on SMS and thereafter, 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 a preferred minimum 8-character personal password. Your Internet Banking password must be alphanumeric.
- 2.4 After completion of the requisite steps detailed above and the on screen confirmation, by you, of the details so provided, your access to CIMB Clicks will, subject to the terms herein, be activated.
- 2.5 Subsequent to your successful enrolment to 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 without being obliged to provide any reason for such invalidation or to respond to any request for information from yourself. Furthermore, you agree and acknowledge that you shall not hold CIMB Bank or CIMB Islamic Bank liable for any Loss, which you may suffer as a result of such invalidation.

### 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, you can retrieve your CIMB Clicks User ID and/or reset your Internet Banking Password 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 an ATM Card, Debit Card or Credit Card issued by CIMB Bank or CIMB Islamic Bank together with the ATM Pin for such ATM Card, Debit Card or Credit Card  
  
You shall use the CRN Number, ATM Pin and enter the "captcha" appearing on screen for validation purposes to retrieve your CIMB Clicks User ID and/or to reset and change your Internet Banking Password.
  - ii) Where you have a Credit Card issued by CIMB Bank or CIMB Islamic Bank and you do not have or have not obtained the ATM Pin for such Credit Card

You shall use the CRN 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.

- iii) Where you have a loan product, structured investment or unit trusts with CIMB Bank or CIMB Islamic Bank

You shall use the loan account number or Master Agreement Number/Securities Custodial Account Number or unit trust 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 ATM Pin and the "captcha" or (ii) CRN, "captcha" and TAC on SMS or (iii) loan account number or Master Agreement Number/Securities Custodial Account Number or unit trust account number, "captcha" and TAC on SMS; your CIMB Clicks User ID will be displayed.
- 3.3 Should you wish to continue to reset and change your Internet Banking Password, you shall key in a new preferred minimum 8-character personal password and confirm the said new password. Thereafter you shall insert the TAC on SMS and submit the request to enable your Internet Banking Password to be reset and successfully changed.
- 3A. Procedure for First Time Setup of CIMB Eva App and Subsequent Log On to CIMB Eva App:
  - i) After you have downloaded and installed the CIMB Eva App, you will be required to perform first time setup which will require you to key in your CIMB Clicks User ID and Internet Banking Password.
  - ii) Upon successfully providing and verifying your CIMB Clicks User ID and Internet Banking Password, you will be sent a TAC on SMS that you will be required to key in.
  - iii) After completion of the requisite steps detailed on screen and entry of TAC on SMS, you will have completed first time setup for your CIMB Eva App and will begin to receive alerts and notifications that are accessible in the Notifications module of the CIMB Eva App.
  - iv) Subsequent to your successful setup of CIMB Eva App, should you wish to perform selected Banking Services through the CIMB Eva App, you will be required to key in your CIMB Clicks User ID and Internet Banking Password each time you log on to CIMB Eva App.
  - v) You are allowed to setup CIMB Eva App in more than one mobile devices for one CIMB Clicks User ID at any one time, subject to the limit of the number of mobile devices allowed as set by CIMB Bank.
- 3B. Procedure for first time setup of CIMB Clicks App and subsequent logon to CIMB Clicks App:
  - i) After you have downloaded and installed CIMB Click 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:- i). CIMB Messenger Service

(optional), ii) Fingerprint authentication (only available to selected supported mobile devices and optional), (iii) Quick Balance (optional) and (iv) SecureTAC (mandatory).

- iii) Next, you will be required to request for TAC, which will be sent to your mobile via SMS. To complete the First Time Setup successful, 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) Subsequent to your successful setup of CIMB Clicks App, should you wish to perform selected Banking Services through the CIMB Clicks App, you will be required to key in your CIMB Clicks User ID and Internet Banking Password and select a Banking Service from the "I Want To" drop down list each time you log on to CIMB Clicks App.
- vi) Should you wish to log in to the CIMB Clicks App using Fingerprint(s), you will be required to tap on "Login using Touch ID" on your iOS device or "Login using my Fingerprint" on your Android device, scan your Fingerprint on your Device and key in your Internet Banking Password each time you log on to CIMB Clicks App.
- vii) Should you wish to access Quick Balance on CIMB Clicks App, you will be required to key in your CIMB Clicks User ID and select "View Quick Balance" from the "I Want To" drop down list each time you log on to CIMB Clicks App.
- viii) Should you wish to access Quick Balance on CIMB Clicks App using Fingerprint, you will be required to tap on "Login using Touch ID" on your iOS device or "Login using my Fingerprint" on your Android device, scan your Fingerprint on your mobile device each time you log on to CIMB Clicks App.
- ix) You are allowed to setup CIMB Clicks App in more than one mobile devices for one CIMB Clicks User ID at any one time, subject to the limit of the number of mobile devices allowed as set by CIMB Bank.

## Acceptance Of Terms And Conditions

- 4.1 You acknowledge that the first time you apply to enroll for CIMB Clicks, you shall be deemed to have read, understood and agreed to be bound by the terms and conditions of this Agreement and you further acknowledge and accept all inherent risks associated in accessing, conducting, receiving and/or performing any Banking Services and any transactions via the Internet, CIMB Clicks or any other electronic medium approved by CIMB Bank.
- 4.2 You agree to abide by the terms and conditions of this Agreement in your access and use of CIMB Bank's CIMB Clicks, or any other electronic medium approved by CIMB Bank.
- 4.3 CIMB Clicks are provided "as is," "as available," and with all faults. CIMB Bank parties disclaim all warranties, express and implied, including, but not limited to, any warranties of merchantability, quality of information, quiet enjoyment, non-infringement, title, or fitness for a particular purpose. CIMB Bank does not warrant that CIMB Clicks will be error free, uninterrupted, free from spyware, malware, adware, viruses, worms, or other malicious code, or will

function to meet your requirements. CIMB Bank does not warrant that CIMB 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 CIMB Clicks App and CIMB Eva App and/or your inability to access and/or to fully access the Banking Services through the said applications.

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

#### Responsibility For CRN, CIMB Clicks Password, SecureTAC And CIMB Clicks User ID

- 5.1 You agree and acknowledge that you shall at all times keep your CIMB ATM Pin, Internet Banking Password, SecureTAC, TAC and CIMB Clicks User ID confidential and shall not share or disclose your CRN, CIMB ATM Pin, Internet Banking Password, TAC, SecureTAC, CIMB Clicks User ID and Fingerprint(s) to any person whatsoever, including any Officers of CIMB Bank or CIMB Islamic Bank. You are under a duty to exercise utmost care, diligence and precautions to safeguard your mobile device from loss, theft or fraudulent use of your mobile device to prevent any unauthorised use of TAC on SMS or TAC on CIMB Messenger which is sent to your mobile device.
- 5.2 You shall, at all times, observe all security measures as may be prescribed by CIMB Bank or CIMB Islamic Bank in relation to your CRN, CIMB ATM PIN, Internet Banking Password, SecureTAC, TAC, CIMB Clicks User ID and Fingerprint(s) and further, you shall take all reasonable precautions necessary to ensure that no other persons have or will be granted access to your CIMB ATM PIN, Internet Banking Password, SecureTAC, TAC, CIMB Clicks User ID and Fingerprint(s) and such precautions may include, among others, immediately memorising the CIMB ATM PIN, Internet Banking Password, TAC and CIMB Clicks User ID and destroying any envelope or document on which it is stated (if any), not retaining the CIMB ATM PIN, Internet Banking Password, SecureTAC, TAC and CIMB Clicks User ID in any form except in memory, not leaving your computer and/or your mobile device unattended whilst accessing CIMB Clicks and ensuring that others do not see you entering the CIMB ATM PIN, Internet Banking Password, SecureTAC, TAC and CIMB Clicks User ID upon access to



CIMB Clicks as well as ensuring you properly log off from CIMB Clicks upon completion of your use thereto.

- 5.3 You agree that you shall, at all times, be responsible for all access and/or use of CIMB Clicks made via your CRN, CIMB ATM PIN, Internet Banking Password, SecureTAC, TAC, CIMB Clicks User ID and Fingerprint(s) whether it was in fact made by you or by any other person(s) purporting to be you. You further consent and agree that your CIMB ATM PIN, Internet Banking Password, SecureTAC, TAC and/or CIMB Clicks User ID will. In this regard you authorise CIMB Bank and CIMB Islamic to accept, follow and act upon your instructions when verifying your identity through your CIMB ATM PIN, Internet Banking Password, SecureTAC, TAC and/or CIMB Clicks User ID and CIMB Bank and CIMB Islamic Bank shall not be liable for acting upon such instructions in good faith.
- 5.4 If you discover or have reasonable grounds to believe that your CRN, CIMB ATM Pin, Internet Banking Password, SecureTAC, TAC and CIMB User ID, your computer and/or your mobile devices has been compromised in any way and/or you have received any statement, data or information which indicates that unauthorized transaction has taken place or is otherwise not intended for you, you shall immediately notify CIMB Bank via telephone at its Consumer Contact Centre specified in Clause 14.1 and/or in accordance with such terms, conditions and/or procedures as may be stipulated by CIMB Bank or CIMB Islamic Bank from time to time. For the avoidance of doubt, all telephone calls made to CIMB Bank's Consumer Contact Centre shall be logged by CIMB Bank.
- 5.5 Subject to Clause 5.7, until CIMB Bank or CIMB Islamic Bank receives and logs such notification under Clause 5.4 above, you shall be liable for all such transactions, which are conducted through CIMB Clicks, whether or not the same were conducted or authorised by you. For the avoidance of doubt, you shall be liable for all such transactions conducted through CIMB Clicks up to the point of time notification is made and logged pursuant to Clause 5.4 above, or otherwise, up to the point of time notification is supposed to be made, which for the avoidance of doubt, is immediately upon you discovering or having reasonable grounds to believe that your CRN, CIMB ATM PIN, Internet Banking Password, SecureTAC, TAC and CIMB Clicks User ID has been compromised in any way and/or you have received any statement, data or information which indicates that an unauthorised transaction has taken place or is otherwise not intended for you. Where such notification is delayed for any reason, you shall, in addition to being liable for all transactions conducted up to the above referred point in time, be liable for the actual loss which occurred after the said point in time, until the actual notification made by you is received and logged by CIMB Bank or CIMB Islamic Bank subject to Clause 5.8 below.
- 5.6 Upon CIMB Bank's receipt of your notification made pursuant to Clause 5.4 above, you agree and acknowledge that CIMB Bank may, at its sole right and discretion, suspend your access to CIMB Clicks until a new CRN is provided for and/or a new CIMB ATM PIN, Internet Banking Password, TAC 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 Notwithstanding anything contained herein and for the avoidance of doubt, where the unauthorised use of your CRN, CIMB ATM PIN, Internet Banking Password, SecureTAC, TAC, CIMB Clicks User ID, your computer or your mobile device is due to your actions, fraud, disclosure, abuse or misuse, which are deliberate, you shall be liable for such use even if a notification is made pursuant to Clause 5.4 above.
- 5.8 Further and notwithstanding Clause 5.5 above, where you have contributed to a loss resulting from an unauthorised transaction by delaying notification under Clause 5.4 above, you shall, 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 In addition, you are responsible for your own computer(s) and mobile device(s) anti-virus and security measures to prevent unauthorised access to your transactions and accounts via the service. You must follow any other security rules prescribed by us whether in the Website, under any other agreement with us, or otherwise notified to you by us in any way.
- 5.10 By enabling Fingerprint authentication to access CIMB Clicks App in replacement of a CIMB Clicks User ID, you agree and acknowledge that the Fingerprint(s) registered on your mobile device(s) will be used to access CIMB Clicks App.
- 5.11 You acknowledge that the authentication is performed by CIMB Clicks App by interfacing with the fingerprint authentication module on your mobile device(s) and that you agree to the authentication process. You understand that the fingerprint authentication module of your mobile device(s) is not provided by CIMB Bank and CIMB Bank makes no representation or warranty as to the security of the fingerprint authentication function of any mobile device(s) and whether it works in the way that the manufacturer of the mobile device(s) represents.
- 5.12 CIMB Bank does not represent or warrant that the Fingerprint login will be accessible at all times or that it will function with any electronic equipment, software, infrastructure or other electronic banking services that CIMB Bank may offer from time to time.
- 5.13 You are advised to take necessary precautions to safeguard your mobile device(s) and to not save any other Fingerprint(s) except your own on your mobile device(s). You understand that upon the successful registration and enablement of fingerprint authentication on CIMB Clicks App, any fingerprint imprint that is stored on your mobile device(s) can be used to access your CIMB Clicks App and may be used to authorise logins and transactions through CIMB Clicks App and the Service(s) herein.
- 5.14 Unless any law prohibits CIMB Bank from excluding or limiting our liability, CIMB Bank shall not be liable for any loss you incur or incurred in connection with the use or attempted use of the Fingerprint login, or your instructions, or any unauthorised transactions through or in connection to the use of Fingerprint to

access CIMB Clicks App and the Banking Service(s) herein. You shall indemnify CIMB Bank from all loss and damage which CIMB Bank may incur in connection with any improper use of your Fingerprint on CIMB Clicks App and the Banking Service(s) herein.

- 5.15** By enabling SecureTAC authentication in CIMB Clicks App, you agree and acknowledge that the SecureTAC linked/registered with your CIMB Clicks User ID and mobile device will enable you to access and perform the Banking Services made available in CIMB Clicks App via SecureTAC. Post alert and notification for successful and/or failed scheduled transaction (excluding failed immediate transaction) that is authenticated by SecureTAC will be sent to you via CIMB Clicks App or SMS. It shall 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 shall not be responsible or liable for any embarrassments, losses or damages whatsoever arising from the disclosure to third parties. Such notification may be sent in Bahasa Malaysia, English or other languages as determined by CIMB Bank

## Instructions And Authorisations

- 6.1 You shall, at all times, be responsible for all Instructions transmitted to CIMB Bank or CIMB Islamic Bank via your CRN, CIMB ATM PIN, Internet Banking Password, SecureTAC, TAC and CIMB Clicks User ID regardless of whether they were made by you or someone purporting to be you and you hereby agree and acknowledge that CIMB Bank or CIMB Islamic Bank would be entitled to rely on and treat any Instructions made, submitted or effected pursuant to the use and entry of your CRN, CIMB ATM PIN, Internet Banking Password, SecureTAC, TAC and CIMB Clicks User ID as having been made, submitted and effected by you and accordingly, CIMB Bank or CIMB Islamic Bank shall not be responsible or liable for any Losses which you may suffer, whether directly or indirectly, as a result of the same.
- 6.2 All Instructions transmitted to and/or received by CIMB Bank or CIMB Islamic Bank through your CRN, CIMB ATM PIN, Internet Banking Password, SecureTAC, TAC and CIMB Clicks User ID shall be deemed as regular and genuine Instructions made by you. For the avoidance of doubt, CIMB Bank or CIMB Islamic Bank is under no obligation to verify the said Instructions with you to determine its authenticity but CIMB Bank or CIMB Islamic Bank may, at its sole right and discretion, do so for its own purposes.
- 6.3 Subject to Clause 6.6, all Instructions transmitted via your CRN, CIMB ATM PIN, Internet Banking Password, SecureTAC, TAC and CIMB Clicks User ID shall be irrevocable and binding on you upon transmission.
- 6.4 You hereby authorise CIMB Bank or CIMB Islamic Bank to accept and act upon any Instructions made by you in respect of CIMB Clicks including but not limited to withdrawal(s), transfer(s) or to otherwise deal with your Account(s) without any further authority. Further, you agree and acknowledge that subject to CIMB Bank or CIMB Islamic Bank having received notification from you pursuant to Clause 5.3 herein, CIMB Bank or CIMB Islamic Bank will be deemed to have

been duly authorised by you to accept and act upon Instructions to CIMB Bank or CIMB Islamic Bank made via your CRN, CIMB ATM PIN, Internet Banking Password, SecureTAC, TAC and CIMB Clicks User ID, whether or not such Instructions were in fact made by you or any other person(s) purporting to be you.

- 6.5 Subject to Clause 6.6 below, if you discover or have reason to believe that the Instructions transmitted to or received by CIMB Bank or CIMB Islamic Bank are neither accurate nor complete, you shall inform CIMB Bank or CIMB Islamic Bank immediately via telephone at its Consumer Contact Centre specified in Clause 15.1 herein. For the avoidance of doubt, all telephone calls made to CIMB Bank's Consumer Contact Centre shall be logged by CIMB Bank.
- 6.6 CIMB Bank or CIMB Islamic Bank shall not be obliged to act on any request to cancel, revoke, reverse or amend any Instructions for Payment or Transfer or any other Instructions after it has been transmitted by you to CIMB Bank or CIMB Islamic Bank. CIMB Bank or CIMB Islamic Bank, however, may at its sole discretion, cancel, revoke, reverse or amend an earlier Instruction if your request to cancel, revoke, reverse or amend the same is received and effected before the earlier Instruction is executed. For the avoidance of doubt, CIMB Bank or CIMB Islamic Bank may levy a charge upon you for doing so.
- 6.7 CIMB Bank or CIMB Islamic Bank reserves the right to refuse to carry out any Instructions given by you for any reason, including without limitation, where such Instructions are in violation of any of the terms and conditions of this Agreement, exceeding the transaction limit set by CIMB Bank or CIMB Islamic Bank from time to time or are 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.
- 6.8 Subject to Clause 17.6, in the event that 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 shall be allowed such amount of time to act upon and implement any Instructions as may be reasonable having regards to the systems and operations of CIMB Bank or CIMB Islamic Bank and any other circumstances then prevailing and accordingly, CIMB Bank or CIMB Islamic Bank shall not be responsible or liable for any Loss arising from any delay on the part of CIMB Bank or CIMB Islamic Bank in acting upon and/or carrying out any such Instructions.
- 6.9 Where any Instruction is ambiguous and/or inconsistent with any other Instructions, CIMB Bank or CIMB Islamic Bank shall be entitled to rely and act upon such Instruction in accordance with any reasonable interpretation thereof which any Officer believes in good faith to be the correct interpretation of the same or refuse to act until CIMB Bank or CIMB Islamic Bank receives a fresh Instruction(s) in such form and manner as is required by CIMB Bank or CIMB Islamic Bank.
- 6.10 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 and CIMB Bank or CIMB Islamic Bank shall be entitled to act on, rely upon and execute such Instructions

without any liability to the other Account holder(s) or to any other persons, in relation thereto.

- 6.11 Without prejudice to Clause 6.10, where prior to acting on Instructions from any of the Account holder(s) of a joint Account as referred to in Clause 6.10 above, CIMB Bank or CIMB Islamic Bank receives contradictory or inconsistent Instructions from any other Account holder, CIMB Bank or CIMB Islamic Bank shall be entitled (but not obliged) to thereafter only act on the mandate of all the Account holders in relation to the Account in question notwithstanding that any relevant existing Instructions specify otherwise.
- 6.12 All Instructions given and transactions effected or made 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 effected or made may, at the election of CIMB Bank or CIMB Islamic Bank, be treated as Instructions or transactions given, effected or made on the next Business day immediately following that day.
- 6.13 You shall be solely responsible for the security and care of the computer(s) or mobile device(s) used to generate and/or receive the TAC or SecureTAC. Neither CIMB Bank nor CIMB Islamic Bank shall be responsible for any fraudulent or unauthorized transactions arising from the loss or compromise of the TAC or SecureTAC or any other computer(s) or mobile device(s) used to generate and/or receive the TAC or SecureTAC. Any loss, theft, remote takeover or interception of the TAC and/or any other device used to generate and/or receive TAC including your mobile telecommunication device must be promptly notified to CIMB Bank or CIMB Islamic Bank at the address stated herein and you shall remain responsible for any unauthorized transactions which took place as a result of the loss or theft.

## CIMB Clicks

- 7.1 Subject to the terms and conditions of this Agreement and any other terms and conditions as may be relevant to a particular Banking Service, and subject to you having and maintaining the relevant Account(s) pertaining to any transactions made through CIMB Clicks, CIMB Bank and CIMB Islamic Bank offers you with 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; and
  - 7.1.8 Any other new Banking Service(s) as maybe offered by CIMB Bank, CIMB Islamic Bank, or its subsidiaries, affiliates or other third parties from time to time. By using these new Banking Service(s) as they become available, you agree to be bound by this Agreement in relation to these new Banking Service(s) in so far as it is applicable.

By using the Banking Services and/or these new Banking Service(s) as they become available, you agree to be bound by this Agreement and any updates to this Agreement in relation to the Banking Services and new Banking Service(s) and the terms and conditions of such other third party providing the Banking Services, in so far as it is applicable.

- 7.2 Where new Banking Service(s) are introduced pursuant to Clause 7.1.8 above, you agree and acknowledge that by utilising such new Banking Service(s) you shall be bound by the terms and conditions in force governing such new Banking Service(s).
- 7.3 For the avoidance of doubt and notwithstanding anything contained in this Agreement, you agree and acknowledge that CIMB Bank and CIMB Islamic Bank reserve the sole right and discretion to limit, cancel or suspend any or all of the Banking Services herein in whole or in part at any time without giving any reason or explanation of the same and without incurring any liability whatsoever to you for doing so by giving you adequate prior notice unless the giving of such prior notice is not feasible to prevent 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. Further thereto, 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.

## Account Information

- 8.1 You agree and acknowledge that any information pertaining to your Account(s) as reported through CIMB Clicks may not necessarily reflect or indicate transactions that are 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.

## Transfer And Payments (Including fund transfer, bill payment, JomPAY, 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 or such other third parties providing the Banking Services may, at its sole right and discretion, request for any additional verification and/or information prior to the execution of any Transfers or Payment or Instructions. For the avoidance of doubt, CIMB Bank or CIMB Islamic Bank shall not be responsible nor liable for any Loss which you may suffer, whether directly or indirectly, as a result of CIMB Bank's or CIMB Islamic Bank's or such third party's failure, neglect, omission or otherwise exercise of option not to request for such additional verification and/or information.
- 9.3 You acknowledge that CIMB Bank or CIMB Islamic Bank may specify limits on the number of Transfers and Payment transactions you may make and/or

number of Instructions and the amounts to be so transferred or paid under the same. 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 until notice of your death or bankruptcy or of such revocation is received by CIMB Bank or CIMB Islamic Bank.

- 9.4 CIMB Bank or CIMB Islamic Bank shall endeavour to execute any Transfers, Payment promptly in accordance with your Instructions subject always to the Payment, Transfers being made on a Business day, regardless of whether the Transfers, Payment being made online real time or scheduled as a recurring Transfers, and/or Payment.
- 9.5 CIMB Bank or CIMB Islamic Bank shall not be liable for any Instructions or Transfers or Payment or any failure to complete or execute any Instructions or Transfers or Payment where:-
  - 9.5.1 You have an insufficient balance in your Account(s) or insufficient overdraft lines of credit to transfer or pay the relevant amount(s) or to transfer or pay for any fees, taxes, duties, levies, penalties charges, expenses, taxes, duties, levies, penalties and/or interests that may be imposed by CIMB Bank or CIMB Islamic Bank from time to time for the use of CIMB Clicks and/or any of the Banking Services;
  - 9.5.2 Your relevant Account(s) is/are to be made subject to any legal process or other otherwise claim restricting such transactions or where the same is/are otherwise frozen, closed or suspended for any reason whatsoever;
  - 9.5.3 The Payee Corporation(s) do/does not process your Payment promptly and/or correctly;
  - 9.5.4 You have provided CIMB Bank or CIMB Islamic Bank with inaccurate or incomplete Instructions or information relating to, among others, the amount(s) to be paid or transferred and the details of the beneficiary Account(s) or Payee Corporation(s) to which such monies are to be transferred or paid to; or the status of the beneficiary account is invalid and/or is covered under item 9.5.2
  - 9.5.5 There is an error in the information or Instructions given by you, during the course of transmission through CIMB Clicks;
  - 9.5.6 You fail, neglect, omit or otherwise choose not to follow the latest or current instruction, procedures and directions for using CIMB Clicks or the particular Banking Services offered thereunder; or
  - 9.5.7 The same is due to or arising out of the acts or omissions of any other third party or system failures or any other matters which are outside the control of CIMB Bank; or
  - 9.5.8 CIMB Bank or CIMB Islamic Bank knows or has reasons to believe that a fraud, criminal act, offence, or violation of any law or regulation has been or will be committed.
- 9.6 Where it is found that you have insufficient funds or an insufficient credit limit for the transactions, you acknowledge that CIMB Bank or CIMB Islamic Bank, as the case may be, shall reject the transaction and/or Instruction(s) and shall not effect the Transfers or Payment for the payment date concerned. You are required to make alternative arrangement to effect the payment concerned.

Further payments shall only be made on the next subsequent payment date where your Instructions were for automatic fund transfer and debit.

- 9.7 You may cancel your Instructions or the Transfers or Payment pursuant to Clause 20 herein. Any unprocessed Transfers or Payment will be cancelled on the Business day 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.
- 9.8 In relation to eIPO, you should rely on your own evaluation to assess the merits, risks, and the compliances of the shares. In considering the shares, if you are in doubt as to the action to be taken you should consult your professional advisers immediately.
- 9.9 Notifications for successful and failed Transfer and/or Payment transactions will be sent to you via short message service (SMS) or CIMB Clicks App. It shall 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 shall not be responsible or liable for any embarrassments, losses or damages whatsoever arising from the disclosure to third parties. Such notification may be sent in Bahasa Malaysia, English or other languages as determined by CIMB Bank.

## Secure Messaging

- 10.1 You agree and acknowledge that you shall use the Secure Messaging Service for the transmission of messages related to your Account, CIMB Clicks and the Banking Services offered thereunder and shall not use it for any other purpose including but not limited to the transmission of spam or chain messages or any type of unsolicited messages which do not relate to CIMB Bank or CIMB Islamic Bank, your Account(s) 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 shall not transmit messages that are obscene, threatening or defamatory 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 shall, unless otherwise expressly stated by you, be deemed as true, accurate and complete and CIMB Bank or CIMB Islamic Bank shall be entitled to rely on and where necessary act upon any such data, information or Instructions without being liable in relation thereto.
- 10.5 Pursuant to Clause 9.4 and notwithstanding anything contained in this Agreement, you agree and acknowledge that any communication or transmission which you make with CIMB Bank or CIMB Islamic Bank via the Secure Messaging Service which meets CIMB Bank's or CIMB Islamic Bank's operating standards and requirements shall be deemed to be valid, accurate and authentic and as good as, and given the same effect as, written and/or signed documentary communications.



## Fees And Charges

- 11.1 You shall pay any fees, commission and charges("Fees and Charges"), all levies and taxes including service tax or GST ("Taxes" which expression includes any penalties payable thereunder) in respect of such Banking Services under or otherwise howsoever relating to your Account. You shall 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 Service(s) provided thereunder.
- 11.2 CIMB Bank or CIMB Islamic Bank may inform you of:-
  - 11.2.1 Such Fees and Charges and/or any variations thereof by giving thirty (30) days prior notice in writing or in any manner deemed applicable by CIMB Bank or CIMB Islamic Bank.
  - 11.2.2 of such taxes (including service tax or GST) in any manner deemed applicable by CIMB Bank or CIMB Islamic Bank. Should you disagree with the imposition of such Fees and Charges or Taxes and/or variations thereof, you shall cease to use CIMB Clicks or the particular Banking Services to which such Fees and Charges or Taxes relate to. Your continued use and access of CIMB Clicks or the particular Banking Service to which such Fees & Charges, Taxes and/or variations relate to shall be deemed as your agreement and binding acceptance of the same.
- 11.3 You agree and acknowledge that 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 (including but not limited to service tax or GST) payable as a result of the use of CIMB Clicks and the Banking Services provided thereunder.
- 11.4 You agree and acknowledge that all fees, 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 shall be borne solely by you, and CIMB Bank or CIMB Islamic Bank shall neither be responsible nor liable in relation thereto.

## Disclosure Of Information

- 12.1 You hereby expressly authorise and permit CIMB Bank or CIMB Islamic Bank to divulge, reveal and/or otherwise disclose any and all particulars and information relating to yourself or your Account or any transactions or dealings between you and CIMB Bank or CIMB Islamic Bank to any of its subsidiaries, affiliates, business partners and/or any other persons, to the extent necessary:-
  - 12.1.1 To complete, verify or restrict your Instructions and/ or to carry out the Transfer or Payment;
  - 12.1.2 To comply with laws, regulations, government agencies and authorities in Malaysia and elsewhere including court orders and requests;

- 12.1.3 To verify the existence and condition of your Account(s) for a third party such as a credit bureau or merchant;
- 12.1.4 To provide services relating to your Account(s) or to offer other facilities, products and services unless you duly inform us otherwise;
- 12.1.5 In connection with examination by banking authorities or to investigate complaints;
- 12.1.6 Where you request or authorise CIMB Bank or CIMB Islamic Bank to do so, whether in writing or otherwise;
- 12.1.7 To protect and defend CIMB Bank and CIMB Islamic Bank and its property; and
- 12.1.8 To protect the interest of the public including but not limited to the detection of crimes and the apprehension of criminals.
- 12.2 Not in derogation of the provisions in Clause 12.1 above and subject to the provisions below which (i) prohibit disclosure of information to Group Companies if objected to by you; and (ii) require your express consent for disclosure of information to third parties for the stated purposes, you hereby agrees and authorise CIMB Bank and or CIMB Islamic Bank to disclose to any of its agents, service providers, auditors, legal counsel, professional advisors, security providers and guarantors in or outside Malaysia and to companies within the group of CIMB Bank as well as companies within the group of CIMB Group Holdings Berhad, CIMB Bank's ultimate holding company ("the Group Companies") whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia any information relating to you, your affairs and/or any accounts maintained by you with CIMB Bank and or CIMB Islamic Bank for facilitating the business, operations, facilities and services of or granted or provided by CIMB Bank, CIMB Islamic Bank and/ or the Group Companies to their customers and/or to carry out your Instructions.

Disclosure to Group Companies shall be for facilitating the operations, businesses, cross-selling and other purposes of CIMB Bank, CIMB Islamic Bank and/ or the Group Companies provided always that disclosure for cross selling purposes shall not be affected if such disclosure is objected by you by contacting CIMB Bank 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): 19th Floor, Menara Bumiputra-Commerce, 11 Jalan Raja Laut, 50350 Kuala Lumpur, Tel: +603 6204 7788.

Further, where CIMB Bank and or CIMB Islamic Bank intends to share your information (excluding information relating to your affairs or account) with third parties for strategic alliances, marketing and promotional purposes, CIMB Bank and or CIMB Islamic Bank, as the case may be, shall ensure that consent from you has been obtained.

- 12.3 You 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 Account(s) or the Banking Services and

authorises the disclosure by such person of any information required by CIMB Bank or CIMB Islamic Bank.

- 12.4 For purposes of JomPAY transactions, you acknowledge and agree that information relating to you, your affairs, your account, all details relating to JomPAY transaction or your Instructions in relation to JomPAY will be disclosed to Payment Network Malaysia Sdn Bhd for processing and/or effecting your Instructions.
- 12.5 In submitting to CIMB Bank or CIMB Islamic Bank any application, Instructions or in continuing with the Account(s) or the use of CIMB Clicks, you shall be deemed to have conferred upon CIMB Bank or CIMB Islamic Bank in such application or by such conduct as the case maybe, your due authorisation and permission for such disclosure in accordance with the terms hereof.
- 12.6 Though CIMB Bank or CIMB Islamic Bank shall 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 hereby accept the risk associated with the use of the Internet medium including but not limited to the risk that all information transmitted through CIMB Clicks may be accessed by unauthorised third parties and accordingly, you shall not hold CIMB Bank or CIMB Islamic Bank responsible or liable for any such unauthorised access, theft of information or any Losses resulting therefrom, unless due to CIMB Bank or CIMB Islamic Bank's gross negligence or wilful default.

## Your Responsibility And Undertakings

- 13.1 You shall, at all times, be responsible for obtaining and using the necessary Internet browser and/or any other hardware and/or software necessary including any new and recent versions thereof, which is necessary to obtain access to CIMB Clicks at your own risk and expense.
- 13.2 You shall be responsible for the maintenance of any account that you may have with a Network Service Provider for your access to CIMB Clicks and you hereby agree, acknowledge and understand that such access will, to that extent, be subject to the terms and conditions of your Network Service Provider.
- 13.3 You agree and acknowledge that CIMB Bank or CIMB Islamic Bank will not be held liable for your inability to access CIMB Clicks or any part thereof, the rejection of your transactions, the incorrect processing of your transactions as a result of your failure to maintain your account with the Network Service Provider or your failure to obtain or use the necessary Internet browser and/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.
- 13.4 You agree to observe all security measures in relation to your Account(s) 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 thereto.

- 13.5 You shall 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.
- 13.6 You shall not initiate any claims, actions or suits against CIMB Bank or CIMB Islamic Bank, for any unauthorised use of CIMB Clicks whether as a result of your CRN, Internet Banking Password, SecureTAC, TAC and CIMB Clicks User ID being compromised or otherwise.
- 13.7 You shall not initiate any claims, actions or suits against CIMB Bank or CIMB Islamic Bank, for any unauthorised use of CIMB Clicks whether as a result of your CRN, CIMB ATM PIN, Internet Banking Password, TAC, SecureTAC and CIMB Clicks User ID being compromised or otherwise.
- 13.8 You shall not interfere with the access to and use of CIMB Clicks or Banking Services by other customers and you shall not use CIMB Clicks for any purpose other than conducting authorised transactions pertaining to your Account(s). You shall also not hack, attempt to hack or gain unauthorised access, whether directly or indirectly, into CIMB Clicks, any other customer's account(s) and/or the Banking Service(s), for any purpose whatsoever.
- 13.9 You shall observe all reasonable propriety and etiquette in your communications with CIMB Bank or CIMB Islamic Bank and shall not communicate any obscene or defamatory information to CIMB Bank whether through CIMB Clicks or otherwise.
- 13.10 You shall 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 Account(s), the Banking Services and CIMB Clicks as provided by CIMB Bank or CIMB Islamic Bank to you.
- 13.11 You shall not install or use CIMB Clicks on a jail-broken or rooted mobile device(s). Unauthorised modifications to any mobile device(s) operating systems ("jail-breaking or rooting") bypasses security features and can cause numerous issues to the hacked devices. CIMB Bank and CIMB Islamic strongly cautions against installing CIMB Clicks in any hacked mobile device(s) as such mobile device(s) are vulnerable to fraudulent attacks and may expose your Account to being used by unauthorized 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 shall remain solely liable for any Loss and shall indemnify and hold CIMB Bank harmless against any Loss arising from your use of a jail-broken or rooted mobile device(s) and you shall not hold CIMB Bank or CIMB Islamic Bank responsible or liable for any such unauthorised access, theft of information or any Loss resulting therefrom. CIMB Bank and CIMB Islamic expressly disclaims liability for any Loss that you may incur or suffer (including losses due to unauthorized transactions) which is due to, arising from or as a consequence of your use in such jail-broken or rooted mobile device(s), hardware or software and CIMB Bank and CIMB Islamic shall not be liable for any Loss or any other consequences in relation to any mobile device(s), hardware or software in connection with CIMB Clicks or the Banking Services which are damaged, corrupted or fail to work and by virtue of the same being offered by jail-breaking or rooting.

- 13.12 You shall be under a duty to use utmost care, diligence and precautions to prevent the loss, theft or fraudulent use of your mobile device and to prevent the disclosure of the TAC on SMS or TAC on CIMB Messenger sent to you to any person. You agree to observe all reasonable measures to notify CIMB Consumer Contact centre immediately of any change in your registered mobile number or in the event of theft or lost of your mobile device and/or disclosure of your TAC on SMS or TAC on CIMB Messenger, which is sent to you. to any person. You shall indemnify and hold CIMB Bank and CIMB Islamic Bank harmless against any liability for loss, damage, costs and expenses (legal or otherwise) arising from the breach of such duty.

## 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 Consumer Contact Centre at the following address and contact number:-  
**Customer Resolution Unit**  
 Level 19, Menara Bumiputra-Commerce,  
 No 11, Jalan Raja Laut  
 50350 Kuala Lumpur  
  
**Tel:** +603 6204 7788  
**Fax:** +603 2691 3248  
**Email:** callcentre@cimb.com  
 For the avoidance of doubt, all telephone calls made to CIMB Consumer Contact Centre shall be logged 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 including but not limited to your name, the relevant Account(s) number(s), a description of any such error, query or complaint, date of the disputed transaction or error, an explanation on why you believe it to be an error or why you require more information and the amount(s) involved in the suspected error disputed transaction, query or complaint, as maybe relevant.  
 Notwithstanding this, you shall not, at any time and under any circumstances whatsoever, disclose your Internet Banking Password, SecureTAC, TAC and CIMB Clicks User ID to any CIMB Bank or CIMB Islamic Bank staff or representative.
- 14.3 Where any communication involves your sensitive or confidential information whether in relation to your Account(s) or any transactions made in relation thereto or otherwise, CIMB Bank or CIMB Islamic Bank does not encourage the communication of any such information via electronic-mail ("e-mail") (not being Secure Messaging) and you agree and acknowledge that should you proceed with such mode of communication in relation to such information, you shall undertake all inherent risks associated with such mode of communication and shall not, at any time whatsoever, hold CIMB Bank

responsible or liable for the security of such information or any Loss suffered in relation thereto.

- 14.4 In the event that CIMB Bank or CIMB Islamic Bank requests you to make such report, complaint or query in writing to CIMB Bank, you shall do so within five (5) Business days thereafter. If no such written report, complaint or query is received by CIMB Bank or CIMB Islamic Bank within the said 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 shall endeavour to investigate the complaint, answer the query or inform you of the results of its investigation as soon as practicable or in any case within ten (10) Business days of receipt of such report, query or complaint or where a subsequent written report, query or complaint is requested by CIMB Bank 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 shall extend the period stated in Clause 14.5 above to such reasonable period as it deems necessary in its sole discretion which shall as far as reasonably possible not exceed thirty (30) days from the date of receipt of such report, query or complaint or where a subsequent written report, query or complaint is requested by CIMB Bank 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 shall as far as possible co-operate and assist CIMB Bank or CIMB Islamic Bank in the conduct of its investigations, including allowing CIMB Bank or CIMB Islamic Bank and its investigation team to access the computer(s) and/or mobile device(s) used for the disputed transaction within five (5) Business days from the date you reported your query or complaint to CIMB Consumer Contact Centre 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 shall make reasonable endeavours to correct any error promptly and to make the necessary adjustments to your Account(s) and notify you of the adjustments made pursuant thereto.
- 14.9 In any case, CIMB Bank or CIMB Islamic Bank shall inform you of the results of the investigation within ten (10) Business days of the completion of CIMB Bank's investigations in Clause 14.5 or 14.6, as the case may be.
- 14.10 CIMB Bank or CIMB Islamic Bank shall follow rigorous security procedures and use state of the art technologies to protect its customer's information and transactions against unauthorised access, disclosure, alteration and/or its misuse. Henceforth, subject to Clause 16, CIMB Bank or CIMB Islamic Bank, as the case may be, assures total reimbursement to you in the event you suffer monetary losses due to direct loss from your Account arising from your use of CIMB Clicks and the Banking Services provided always the losses were due to CIMB Bank's system malfunctioning wherein such malfunctioning will be subject to confirmation by the Digital Banking Department, CIMB Bank. CIMB Bank and

CIMB Islamic Bank, however, will not be responsible for any loss due to your CIMB Clicks User ID, Internet Banking Password, TAC and/or TAG mobile device being stolen as it is your first and foremost responsibility to keep your information safe at all times.

- 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 Scheme.

## Statements, Confirmation And Advice

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

## Updating Of Customer's Particulars

- 16.1 You shall 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 and CIMB Bank shall be entitled to assume that there have been no changes or variations until CIMB Bank has received notice thereof given by you. Provision of such particulars during the enrollment process in CIMB Clicks does not deem automated updating of your personal particulars.

## Exclusions Of Liability

- 17.1 CIMB Bank shall use all reasonable efforts to ensure the operation and provision of CIMB Clicks and the Banking Services. However, you agree and acknowledge that CIMB Bank and CIMB Islamic Bank does not make any warranties or representations of any kind whatsoever with respect to CIMB Clicks and the Banking Services provided by CIMB Bank, CIMB Islamic Bank and/or its subsidiaries, affiliates and business partners whether express or implied and subject to Clause 17.6, shall not be responsible or liable for any Loss whatsoever howsoever arising whether in tort, contract or indemnity, in relation to the provision of CIMB Clicks and the Banking Services whether suffered by you or any other person with the exception of Losses which, subject to Clause 6.8, are

caused by the fraudulent or gross negligent conduct of CIMB Bank's or CIMB Islamic Bank's Officers.

- 17.2 Without limiting the generality of Clause 17.1 above, CIMB Bank or CIMB Islamic Bank shall not be liable for any Loss caused by or arising from one or more of the following events or matters howsoever caused or incurring:-
  - 17.2.1 Any malfunction, defect in and/or any 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 ATM PIN, Internet Banking Password, TAC, SecureTAC, CIMB Clicks User ID or Instruction;
  - 17.2.2 Any malfunction, breakdown, disruption and/or unavailability of CIMB Clicks or any portion thereof, howsoever arising;
  - 17.2.3 Any of the Banking Services not being accessible, available or functioning;
  - 17.2.4 Any failure or delay caused by your Internet browser or other software, computer virus 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, virus, Trojan Horse, worms, macros, malicious programs 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 13.11;
  - 17.2.8 Any loss, theft or unauthorised use of your CIMB ATM PIN, Internet Banking Password, TAC, SecureTAC, CIMB Clicks User ID;
  - 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 Service(s), your CIMB ATM PIN, Internet Banking Password, TAC, SecureTAC, CIMB Clicks User ID as well as any other software or hardware provided by CIMB Bank to you, if any;
  - 17.2.11 Any malfunction or breakdown in the software or hardware provided by CIMB Bank to you, if any;
  - 17.2.12 Any unauthorised access and/or use of CIMB Clicks and the Banking Services by any person, whether remotely performed or otherwise;
  - 17.2.13 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;
  - 17.2.14 Any prohibition, suspension, delay or restriction of your access to CIMB Clicks caused by, relating to or in connection with your Network Service Provider;
  - 17.2.15 Any inaccuracy or incompleteness of information, data or Instructions given by you in relation to any transactions or the performance of any transactions or otherwise in relation to the provision of any of the Banking Services;



- 17.2.16 Your failure, neglect or omission to maintain sufficient funds in the relevant Account(s) to perform any of your Instructions;
- 17.2.17 Your inability to perform any transactions due to limits including transaction limit set by CIMB Bank or CIMB Islamic Bank from time to time;
- 17.2.18 Your failure, neglect or omission to act in accordance with the terms and conditions of this Agreement and any other rules, regulations, policies and guidelines currently in force;
- 17.2.19 Any delay in the delivery or non-delivery or any documents or materials, whatsoever, under this Agreement;
- 17.2.20 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; or
- 17.2.21 Any Loss which is caused by third parties.
- 17.3 While CIMB Bank and CIMB Islamic Bank ("Banks") shall make reasonable efforts to ensure that the product information, pricing and rates on their website are accurate and current, there may be instances where inaccurate or incomplete information, pricing or rate is inadvertently displayed. In the event such information, pricing or rate is incorrect or incomplete, the Banks shall have the right at their sole and absolute discretion, to refuse, avoid, nullify and/or cancel any orders placed and or any transaction effected under the Account, Banking Services and any other transactions effected due to, arising from or as a consequence of the inaccurate or incomplete information. The Banks assume no responsibility for any error or omission in the content of the said website, and expressly disclaims liability for any losses incurred due to such errors, inaccuracy misstatements or omissions.
- 17.4 So long as CIMB Bank or CIMB Islamic Bank acts in good faith in acting upon or carrying out any Instructions, CIMB Bank or CIMB Islamic Bank shall neither be responsible nor liable to you in any respect for any Loss caused by or arising from CIMB Bank's or CIMB Islamic Bank's execution or implementation of such Instructions or any matter arising therefrom.
- 17.5 Without prejudice to the generality of the foregoing and notwithstanding any provision to the contrary in this Agreement or in any other agreement between CIMB Bank and you, or any other agreement between CIMB Islamic Bank and you, CIMB Bank or CIMB Islamic Bank shall not in any event be responsible or liable to you for any indirect or consequential Loss, or for punitive damages, whether arising from any breach of CIMB Bank's or CIMB Islamic Bank's obligations to you or otherwise.
- 17.6 Where CIMB Bank or CIMB Islamic Bank:
  - 17.6.1 fails to observe the procedures on complaints and investigation as set out in Clause 14; and
  - 17.6.2 such failure:
    - 17.6.2.1 is caused by the fraudulent or gross negligent conduct of CIMB Bank's or CIMB Islamic Bank's Officers; and
    - 17.6.2.2 prejudiced the outcome of the complaint or resulted in delay in its resolution,

CIMB Bank or CIMB Islamic Bank may, subject to Clause 5.4, 5.6 and 5.7, be liable to you up to the full amount of the particular transaction which is the subject of complaint.

## Variation

- 18.1 CIMB Bank or reserves the right to change, modify, delete, amend, add or vary the terms and conditions of this Agreement from time to time but CIMB Bank will, subject to Clause 18.4, give at least twenty one (21) calendar days 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 any additional or amended terms and conditions, or where no effective date is specified, after a period of twenty one (21) calendar days upon your receipt of such notice, whether actual or deemed in accordance with Clause 19.2, then you shall be deemed to have accepted such additional or amended terms and conditions and agreed to be bound by the same.
- 18.4 You agree and acknowledge that where the changes or amendments made are necessitated by an immediate need to restore or maintain the security of a transaction your Account, CIMB Clicks, CIMB Bank or CIMB Islamic Bank may proceed with making such changes and amendments without notice to you.

## Notices

- 19.1 Unless otherwise specified herein to the contrary, all notices and communications by CIMB Bank or CIMB Islamic Bank in relation to CIMB Clicks maybe 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, whether incorporated in 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, e-mail 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 the CIMB Clicks web site;
  - 19.1.6 By any other manner as CIMB Bank or CIMB Islamic Bank deems fit.

- 19.2 All notices and communications sent by CIMB Bank or CIMB Islamic Bank to you, shall, unless otherwise specified herein or in the said notice or communication, be deemed to have been received and effective, as follows:-
  - 19.2.1 If by registered post; upon acknowledgement of receipt;
  - 19.2.2 If by ordinary post, two (2) days after posting for peninsular Malaysia and five (5) days after posting for Sabah & Sarawak and places outside of Malaysia;
  - 19.2.3 If by facsimile, e-mail or other instantaneous communication, when despatched; and
  - 19.2.4 If by display (whether at CIMB Bank's or CIMB Islamic Bank's premises or on the CIMB Clicks website) upon such display being made
- 19.3 All notices and communications to CIMB Bank or CIMB Islamic Bank shall unless specified herein, be in writing, signed by you and sent to CIMB Bank or CIMB Islamic Bank, at CIMB Bank's address as specified herein or any other address as may be notified to you from time to time.
- 19.4 Subject to anything herein to the contrary, all notice(s) from you to CIMB Bank or CIMB Islamic Bank shall take effect only upon CIMB Bank or CIMB Islamic Bank (as the case may be) duly recording the same in its records.

## Termination

- 20.1 Subject to Clause 20.3, you agree and acknowledge that CIMB Bank or CIMB Islamic Bank reserves the sole right and discretion to suspend, terminate or restrict your access to CIMB Clicks or any part thereof for any reason, by giving seven (7) days prior notice to you and without any liability whatsoever to you or any other third party for doing so.
- 20.2 Notwithstanding the generality of Clause 20.1, CIMB Bank or CIMB Islamic Bank may terminate, suspend or restrict your access to CIMB Clicks immediately upon giving you notice, if:-
  - 20.2.1 You cease to maintain any Account(s) with CIMB Bank or CIMB Islamic Bank which can be accessed via CIMB Clicks;
  - 20.2.2 You have not log on to CIMB Clicks for a continuous period of 24 months from the last date of your successful log on to CIMB Clicks;
  - 20.2.3 You breach any term, condition or provision of this Agreement or laid down by any legal, regulatory or other authority or body relevant hereto;
  - 20.2.4 If you fail to pay any charges Fees or Charges or Taxes when due;
  - 20.2.5 If you have provided CIMB Bank or CIMB Islamic Bank with false or incomplete information for your access to or use of CIMB Clicks;
  - 20.2.6 If you become, threaten or resolve to become or is in jeopardy of becoming subject to any form of insolvency administration;
  - 20.2.7 If, in CIMB Bank's or CIMB Islamic Bank's opinion, it is in the public interest to do so;
  - 20.2.8 If, in CIMB Bank's or CIMB Islamic Bank's opinion, it is required to facilitate investigation on matters pertaining to suspected fraudulent or unauthorized usage; or.
  - 20.2.9 If CIMB Bank or CIMB Islamic Bank is notified and requested by any authority, including but not limited to Bank Negara Malaysia, the Royal Malaysia

Police, the Government of Malaysia or any other statutory or governmental authorities ("the relevant authorities") to terminate, suspend or restrict your access to CIMB Clicks regardless of whether the relevant authorities have the legal or valid authority to so request CIMB Bank or CIMB Islamic Bank.

- 20.3 You may terminate your access to and use of CIMB Clicks or any particular Banking Services at any time, by giving at least fourteen (14) day's prior written notice to CIMB Bank. The notification will not be effective until CIMB Bank has received your notice, acknowledges it and proceeds to terminate your access to and use of CIMB Clicks or the relevant portions thereof.
- 20.4 You agree and acknowledge that termination does not affect your liability or obligations in respect of Instructions received by CIMB Bank 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 herein but has not been processed, and your access to CIMB Clicks is thereafter terminated, you shall neither hold CIMB Bank responsible nor liable for any failure to process the said Instruction.
- 20.6 Any rights and obligations under this Agreement which by their term and sense would survive the termination of this Agreement in any way, shall continue to be in full force and effect thereafter.

## Indemnity

- 21.1 In addition and without prejudice to any other right or remedy of CIMB Bank or CIMB Islamic Bank, whether under this Agreement or otherwise, you shall indemnify and hold CIMB Bank or CIMB Islamic Bank harmless from and against any and all Loss suffered or incurred by CIMB Bank or CIMB Islamic Bank as a result of any of the following:-
  - 21.1.1 Any failure by you to comply with any of the terms and conditions of this Agreement; and/or
  - 21.1.2 CIMB Bank or CIMB Islamic Bank acting in accordance with any Instructions or in any manner pursuant to this Agreement.
- 21.2 You agree and acknowledge that your obligation to indemnify CIMB Bank or CIMB Islamic Bank herein shall survive the termination of this Agreement or CIMB Clicks.
- 21.3 You shall indemnify and hold CIMB Bank or CIMB Islamic Bank harmless from and against any and all Fees and Charges or Taxes payable by you pursuant to this Agreement and you irrevocably authorise CIMB Bank or CIMB Islamic Bank to debit any of your Accounts for the payment of such Fees and Charges or Taxes.

## General Lien

- 22.1 In addition and without prejudice to any right which CIMB Bank or CIMB Islamic Bank may have under law or otherwise, all funds, instruments and other property belonging to you in the possession or control of CIMB Bank or CIMB

Islamic Bank shall be subject to a general lien in favour of CIMB Bank or CIMB Islamic Bank in respect of all sums or other liabilities now or at any time hereafter due, owing or incurred by you to CIMB Bank or CIMB Islamic Bank on the Account(s), CIMB Clicks or on any of the Banking Services, or otherwise in any manner whatsoever, in any currency, whether actual or contingent, joint or several and CIMB Bank or CIMB Islamic Bank may apply the proceeds thereof in settlement of those sums and liabilities.

## 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 where 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 You agree and acknowledge not to dispute the validity, accuracy or authenticity of any evidence of your Instructions and/or communications transmitted between CIMB Bank or CIMB Islamic Bank and you, including but not limited to any evidence in the form of CIMB Bank's or CIMB Islamic Bank's computer records which may take the form of, among others, telephone logs, transaction logs, magnetic tapes, cartridges, computer printouts of any communication and any other form of information and data storage, all of which having been produced by CIMB Bank's or CIMB Islamic Bank's computers in the course of their ordinary use.
- 24.2 Pursuant to Clause 23.1, you further agree and acknowledge that it shall refer and at all times, treat all of the said computer records of CIMB Bank or CIMB Islamic Bank therein as conclusive evidence of your Instructions and/or communications received or sent by CIMB Bank or CIMB Islamic Bank.
- 24.3 Notwithstanding anything contained in this Agreement, you agree and acknowledge that all your said Instructions and/or communications which are sent to CIMB Bank or CIMB Islamic Bank and meet the operating standards and requirements of CIMB Bank or CIMB Islamic Bank shall be deemed to be as good as, and given the same effect as, written and/or signed documentary communications.

## 25. General

- 25.1 The failure or delay on the part of CIMB Bank or CIMB Islamic Bank in exercising any right, power, privilege or remedy under this Agreement upon any default on your part shall not impair any such right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence in such default. No waiver shall be valid unless made in writing by CIMB Bank or CIMB Islamic Bank. Any waiver by CIMB Bank or CIMB Islamic Bank shall not operate as a waiver of any subsequent default by you.
- 25.2 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provision shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from.
- 25.3 Notwithstanding from where you access CIMB Clicks, you agree and acknowledge that this Agreement shall be governed by and construed in accordance with the prevailing laws of Malaysia and subject to Clause 24.4, the Malaysian courts shall have exclusive jurisdiction to hear and determine all actions and proceedings arising out of this Agreement and accordingly, you also agree and acknowledge to be subject to the same.
- 25.4 Notwithstanding anything herein, you agree and acknowledge that you shall use all reasonable efforts to negotiate with CIMB Bank 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 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.