

**APPENDIX I**  
**(To Merchant Services Terms and Conditions)**  
**Applicable to CIMB Deals**

1. The Merchant shall give RM5 off with a minimum spend of RM25 or 10% off capped at a maximum of RM30 per transaction to customers with a minimum spend of RM25 (excluding the purchase of cigar, tobacco and alcoholic beverages and sales and service tax or other similar tax) (“**the Deals**”) where payment is made specifically with a debit, credit or prepaid card issued by CIMB Bank Berhad, CIMB Islamic Bank Berhad or any other CIMB Group entities in Southeast Asia and/or via DuitNow QR on CIMB App (collectively referred to as “**CIMB customers**”). The Merchant shall not permit the splitting of a bill by these CIMB customers.
2. The Deals are not exchangeable to cash in part or full by these CIMB customers and are not valid in conjunction with the Merchant’s other ongoing discounts, vouchers, promotions or privilege cards.
3. The Merchant shall be responsible to provide to the Bank on a timely basis the Merchant’s applicable terms and conditions and visuals governing the Deals for posting at deals.cimb.com. The Bank reserves the right to vary or reject the visuals and/or the Merchant’s applicable terms and conditions for posting by giving the Merchant notice.
4. Any and all dispute arising from the Deals raised by these CIMB customers shall be resolved by the Merchant directly with these CIMB customers.
5. The Merchant agrees and authorizes the Bank to impose vis a vis these CIMB customers its own terms and conditions governing the Deals which shall also be posted at deals.cimb.com.
6. The Deals shall be granted by the Merchant on a three (3) years auto renewal basis from the date of the Merchant opting or selecting to participate in the Deals unless either the Merchant or the Bank gives thirty (30) days prior written notice to the other Party of the intended termination of the Deals or the Payment Channel(s) with the Bank has been terminated.
7. The Merchant approves and grants consent to the Bank to use the Merchant’s logo, name and/or emblem and such logo, name and/or emblem provided by the Merchant to the Bank for purposes of marketing and/or promotional material in connection with the Deals.
8. **Intellectual Property**
  - i. The Bank and the Merchant acknowledge and agree that all legal and beneficial ownership of Intellectual Property (as defined in Clause 8(ii)) in the information, software, documents, data and other materials provided by the other Party belongs to such Party and shall be used solely in connection with activities under these terms and conditions. Neither Party shall acquire any rights of ownership to any Intellectual Property or other intellectual property of the other Party under these terms and conditions.

- ii. “Intellectual Property” means any patents, trademarks, rights in designs, get up, trade, business or domain names, copyrights including rights in computer software and databases (including database rights) and topography rights (in each case whether registered or not and, where these rights can be registered, any applications to register or rights to apply for registration of any of them), and where applicable any goodwill therein, rights in inventions, know-how, trade secrets and other confidential information, or any other intellectual property rights which may exist at any time in anywhere in the world.

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