

APPENDIX E

(To Merchant Services Terms and Conditions)

Banking Services

(CIMB Clicks / CIMB Clicks E-payment services/ Self-Service Terminal / Mobile Banking Services)

1. Definition and Interpretation

1.1 Words and expressions used in this Appendix have the following meanings:-

“**Banking Payment Instruction**” shall mean the instruction given by the Customer through the Banking Services, instructing the Bank to Process the Payments;

“**Customers**” shall mean the individuals, corporations, bodies or other entities who are the customers of the Bank and who utilise the Payment Services;

“**Merchant’s Materials**” means the Merchant’s patents, copyright, logos, service marks, name or trademark or other intellectual property;

“**Payment**” shall mean any payment requested by the Customer to be paid to the Merchant, effected by the issuance of a Banking Payment Instruction to the Bank;

“**Payment Services**” shall mean the service provided by the Bank where, upon the receipt of a Banking Payment Instruction, the Bank shall Process the Payment and transfer the monies so collected to the Merchant’s Designated Account; and

“**Process**” shall mean the processing of the Payments by the Bank, by debiting the Customer’s account with the Bank and crediting the Merchant’s Designated Account for the amount of the Payment, or where payment is made in cash or such other mode approved by the Bank, by crediting the amount of the Payment into the Merchant’s Designated Account.

2. Payment via Banking Services

2.1 The Bank shall accept Banking Payment Instructions via the Banking Services subject to the Customer having obtained the access and use of such Banking Services in accordance with the Bank’s prevailing procedures.

2.2 The Banking Services shall be made available by the Bank subject to such business rules as may be mutually agreed between the Parties from time to time, if any.

2.3 Subject to the Bank’s right to refuse to Process a Payment for any reason, the Bank shall Process a Payment based on the Bank’s reasonable interpretation of the Banking Payment Instruction.

3. Settlement of Payment

3.1 For transactions made using the Banking Services, the Bank shall effect such payment to the Merchant in the following manner:-

(a) if the transaction is effected before 12 noon, the payment will be credited to the Merchant by T + 1 Business Day; and

(b) if the transaction is effected after 12 noon, the payment will be credited to the Merchant by T + 2 Business Days.

- 3.2 The Bank may impose an interbank GIRO service charge per transfer, of such amount which may have been notified by the Bank to the Merchant in writing from time to time, on the Merchant if the Merchant requests for payments to be made into other third party bank's account.

4. Statements

- 4.1 With regard to payment transactions made to the Merchant using the Banking Services, the Bank shall provide Statements to the Merchant in the manner set out in Clause 6 of the Merchant Services Terms and Conditions and in such format as may be agreed upon by the Parties from time to time.
- 4.2 The Merchant shall upon receipt of the Statement, update their respective customers accounts and give credit for payments effected by the Bank on such customers' behalf. If for any reason, the Merchant is unable to update their respective customers' accounts, the Merchant shall forthwith inform the Bank of the same.

5. Withholding of Payment

- 5.1 If the Bank has reasonable grounds to believe any Banking Payment Instruction is irregular (whether by forgery or otherwise or the transaction violate laws or rules of any governmental agency, or if the Bank receives a written statement from the Customer denying the transaction) ("**Irregular Banking Payment Instruction**") such Banking Payment Instruction shall be invalid.
- 5.2 Without prejudice to Clause 5.1, the Bank may withhold payment up to six (6) months from the date of presentation of the Irregular Banking Payment Instruction ("**Initial Withholding Period**") for investigation. If the Bank finds out that the Irregular Banking Payment Instruction is actually legitimate, the Bank shall make payment for it free of interest. If the Bank cannot complete its investigations during the Initial Withholding Period, the Bank may lodge a police report against the Merchant and continue to withhold payment until the Bank receives the complete police investigation report. If based on the findings of the police, the Bank is satisfied that the Irregular Banking Payment Instruction is legitimate, the Bank shall make payment for it free of interest.

6. Property

- 6.1 The Merchant grants the Bank the right and license to use the Merchant's Materials for inclusion and publication on and/or via the Banking Services and/or Payment Services and in any advertisements or promotions relating to the Banking Services and/or Payment Services.
- 6.2 The Merchant hereby warrants that it has the right and authority to grant the license to use the Merchant's Materials given to the Bank and such intellectual property do not infringe the intellectual property rights of any third party.

7. Appendix E to be read with Merchant Services Terms And Conditions

- 7.1 This Appendix E is to be read together with the Bank's Merchant Services Terms and Conditions. Where there is inconsistency, Appendix E shall override the Merchant Services Terms and Conditions, in so far as it relates to the Banking Services.

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