

IMPORTANT NOTICE DATED 24th OCTOBER 2025

NOTICE OF AMENDMENTS TO MERCHANT SERVICES TERMS AND CONDITIONS & APPENDICES A, B, C AND H

Dear Valued Merchants,

We hereby give you twenty-one (21) calendar days' notice that the Merchant Services Terms and Conditions (T&C) and Appendices A, B, C and H (Appendices) for all CIMB merchants nationwide will be revised, effective on 14 November 2025.

These amendments are made to align with Bank Negara Malaysia (BNM) regulatory requirements on fraud management and to strengthen the Bank's ability to detect, prevent, and manage suspicious or irregular transactions, including lodgment of police report and withholding payment until the Bank receives the complete police investigation report.

For your easy reference, the amended clauses in the Terms and Conditions and Appendices are set out in the table below. You may view the full revised <u>Merchant Services Terms and Conditions</u> on CIMB website at <u>Merchant Solution Website</u>

1) Merchant Services Terms & Conditions

Title of the Clause	Clause	Existing Clause	Revised Clause
Suspension	Clause	If the Merchant fails to provide to	If the Merchant fails to provide to
Notice	11.1	the Bank any requested	the Bank any requested information
		information or documents	or documents reasonably required
		reasonably required by the Bank	by the Bank within seven (7)
		within seven (7) Business Days	Business Days from the Bank's
		from the Bank's request, or if the	request, or if the Bank has
		Bank has reasonable grounds to	reasonable grounds to suspect that
		suspect that the Merchant has	the Merchant has breached or
		breached or intends to breach	intends to breach any of these
		any of these terms and conditions	terms and conditions or suspicious,
		or suspicious or abnormal	fraudulent, irregular or abnormal
		settlement transactions are	settlement transactions are
		detected or due to regulatory	suspected or detected or if the
		reasons, the Bank may (without	Merchant's transactions is in
		terminating the availability of the	violation of laws, regulations or
		Payment Channels and/or	rules of any Card Companies
		Programs/Services) immediately	and/or governmental agency, the
		suspend the operation of all or	Bank may (without terminating the
		any of the Payment Channels	availability of the Payment
		and/or Programs/Services	Channels and/or
		individually without affecting any	Programs/Services) immediately
		of the other Payment Channels	suspend the operation of all or any
		and Programs/Services by	of the Payment Channels and/or
		service of notice on the Merchant	Programs/Services individually
		("Suspension Notice"). Following	without affecting any of the other
		the Suspension Notice, the Bank	Payment Channels and
		may immediately terminate the	Programs/Services by service of
		Payment Channel and/or	notice on the Merchant
		Program/Service that was	("Suspension Notice"). Following the



suspended by giving the	Suspension Notice, the Bank may
Merchant notice of the	immediately terminate the Payment
termination. The Bank will not be	Channel and/or Program/Service
liable to the Merchant for any loss	that was suspended by giving the
suffered by the Merchant for the	Merchant notice of the termination.
suspension and/or the	The Bank will not be liable to the
suspension and termination of the	Merchant for any loss suffered by
Payment Channel and/or	the Merchant for the suspension
Program/Service as aforesaid.	and/or the suspension and
-	termination of the Payment Channel
	and/or Program/Service as
	aforesaid

2) Appendices

i) Appendix A

Title of the Clause	Clause	Existing Clause	Revised Clause
Completion of Card Transactions	Clause 5.3	If the Bank has reasonable grounds to believe the Receipt 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 Cardholder denying the transaction) ("Irregular Receipt"), such Receipt shall be invalid.	If the Bank has reasonable grounds to believe that the Receipt is irregular (whether by forgery or otherwise, is suspicious or potentially fraudulent, or the transaction violate laws or rules of any Card Companies and/ or governmental agency, or if the Bank receives a written statement from the Cardholder denying the transaction) ("Irregular Receipt"), such Irregular Receipt shall be invalid.
Schedule 6 iTerminal Value Added Services	1(ii)	Instant Discount Opportunities to do promotion with various cardmember base with configurable instant discountrules into the terminal. Terminal will recognize the rules and apply discount.	Instant Discount Opportunities to do promotion with various cardholder base with configurable instant discount rules into the terminal. Terminal will recognize the rules and apply discount.

ii) Appendix B

Title of the Clause	Clause	Existing Clause	Revised Clause
Settlement	Clause	If the Bank has reasonable	If the Bank has reasonable
of Payment	3.4	grounds to believe any Mail	grounds to believe that any
by the Bank		Order Form is irregular	Mail Order Form is irregular
		(whether by forgery or	(whether by forgery or
		otherwise or the transaction	otherwise, is suspicious or
		violate laws or rules of any	potentially fraudulent, or the



iii) Appendix C

Title of the Clause	Clause	Existing Clause	Revised Clause
Clause Settlement of Payment	Clause 5.4	If the Bank has reasonable grounds to believe any E-Com Transaction is irregular (whether by fraud or otherwise or the transaction violate laws or rules of any governmental agency, or if the Bank receives a written statement from the Cardholder denying the transaction) ("Irregular ECom Transaction") such Irregular E-Com Transaction shall be invalid	If the Bank has reasonable grounds to believe that any E-Com Transaction is irregular (whether by fraud or otherwise, is suspicious or potentially fraudulent, or the transaction violate laws or rules of any Card Companies and/ or governmental agency, or if the Bank receives a written statement from the Cardholder denying the transaction) ("Irregular E-Com Transaction"), such Irregular E-Com Transaction shall be invalid.

iv) Appendix H - New Clause Added

Title of the Clause	Clause	New Clause
Additional Undertakings /Provisions Relating to QR Code Transactions	Clause 1(v)	If the Bank has reasonable grounds to believe that the QR Code Transaction is irregular (whether by forgery or otherwise, is suspicious or potentially fraudulent, or the transaction violate laws or rules of any Card Companies, PayNet, eWallet Operator and/or governmental agency, or if the Bank receives a written statement from the Cardholder, eWallet Users / customers denying the transaction) ("Irregular QR Code Transaction"), such Irregular QR Code Transaction shall be invalid. Without prejudice to the aforesaid: - • If the Bank is the issuer of the QR Code for the Irregular QR Code Transaction, the Bank may withhold payment up to six (6) months from the date of presentation of the Irregular QR Code Transaction ("Initial Withholding")



Period") for investigation. If the Bank finds out that the Irregular QR Code Transaction 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 QR Code Transaction is legitimate, the Bank shall make payment for it free of interest.

If the Bank is not the issuer of the QR Code for the Irregular QR Code Transaction, the Bank may withhold payment for the Initial Withholding Period and try to get confirmation in writing from the relevant Cardholder/ eWallet User/ customer or the relevant QR Code issuers on the validity of the Irregular QR Code Transaction. If the Bank is not able to get such confirmation before the expiry of the Initial Withholding Period or the relevant QR Code issuer effects a chargeback on the Bank, the Irregular QR Code Transaction shall be deemed invalid. If the Bank cannot obtain confirmation in writing before the Initial Withholding Period expires, the Bank may also 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 QR Code Transaction is legitimate, the Bank shall make payment for it free of interest.

Thank you.

The Management CIMB Bank Berhad