

▶ PRODUCT / FACILITY TYPE

The following are the merchant discount rate (MDR) in relation to the product(s) / facility(s) selected.

Static DuitNow QR	MDR*		
	Int.	Off-us	On-us
CASA	0%	0%	0%
eWallet	0%	0%	0%
Credit Card	0%	0%	0%

*0% Promotional Rate is valid till 30 June 2025. CIMB Bank will give you twenty-one (21) calendar days' prior notice of any change in the MDR.

- On-us : Transactions with CIMB cards/account
- Off-us : Transactions with other cards/account/eWallet
- Int. (International) : Transactions from foreign country issuers

▶ MERCHANT'S DESIGNATED ACCOUNT (MANDATORY)

I / We would like to tag my CIMB Bank / CIMB Islamic Bank Business Current Account No. stated below as my Merchant's Designated Account into which the Bank may make payments, arising from the merchant services, by way of a direct credit:

CIMB Account Number

▶ DECLARATION BY APPLICANT / AUTHORISED SIGNATORY FOR THE APPLICANT

By signing this Application Form, I / we confirm that:

1. All the information in this application form are true, accurate and complete. CIMB Bank Berhad ("**Bank**") is authorised to rely on its records in relation to details of my / our major shareholders, ultimate beneficial owner, directors, partners, sole proprietor, office bearers and/or authorised persons as provided in relation to the current account specified by me / us in this application form ("**Merchant's Designated Account**"). I / We undertake to inform the Bank of any changes.
2. I / We will not facilitate funds from proceeds of any unlawful activities to be channelled through my / our account(s) with the Bank and undertake to provide the Bank with all relevant information and documents, as and when requested, for purpose of my / our identification and/or verification of the source of my / our funds under the "Know-Your-Customer" principle.
3. I / We confirm that the Bank is authorised to verify and/or conduct any checks and/or obtain any information and/or confirmation from CCRIS or any credit reference / reporting agencies registered under the Credit Reporting Agencies Act 2010, and for such party(s) to process and disclose my / our information to the Bank to consider this application. I / We am/are aware that such information may include information on my / our status and/or any of my / our directors, shareholders, officers, and/or any other person, individual and/or entity related to and/or associated with me / us. I / We also consent and authorise the Bank to disclose any of my / our credit information to any such credit reporting agencies and for them to further transmit such information to their subscribers for purposes of fraud detection and fraud prevention.
4. I / We hereby agree that this completed application form shall belong to and remain the property of the Bank regardless whether this application is approved and the Bank reserves the right to reject my / our application at its sole discretion without any reasons whatsoever. Any documents submitted by me / us to the Bank are non-returnable. I / We agree to provide any additional documents requested by the Bank for the processing of my / our application.
5. I / We authorise the Bank to deduct the terminal rental charges, Plug n Pay reader charge and/or Tap n Pay subscription fee (if applicable), merchant discount, fees and charges and other sums of money (if any) due to the Bank arising out of the merchant services (collectively "**Fees and Charges**") from my / our sales proceeds and/or to debit or cause to be debited such Fees and Charges from the Merchant's Designated Account without further reference to me / us.
6. I / We hereby undertake to maintain sufficient funds in the Merchant's Designated Account at all times to pay the Fees and Charges and any other payments that I / we shall make from the Merchant's Designated Account including cheques that are issued (if any). I / We agree that the Bank will not be held liable for defamation and/or for breach of contract and/or for any losses, damages, expenses, costs or charges which may be claimed arising from the Bank making deductions pursuant to my / our above authorisation and/or pursuant to any remarks placed on the returned cheque(s) by the Bank and/or if the cheque(s) issued was returned due to insufficient funds in the Merchant's Designated Account.
7. I / We hereby agree that the Product(s) / Facility(ies) if made available shall be subject to:
 - (i) the terms and conditions of this application form;
 - (ii) the Approval Notification Letter to be issued and sent by the Bank to the Applicant upon approval of this application;
 - (iii) the Merchant Services Terms and Conditions read together with the applicable appendix(ces) which are published on the Bank's website at www.cimb.com.my/merchantsolutions; and
 - (iv) the Operating Policies and Procedures of PayNet

(collectively the terms and conditions stated in items (i) to (iv) above shall be referred to as the "**Terms**").

My / Our use of the Bank's Product(s) / Facility (ies) signifies my / our unconditional acceptance of the Terms.
8. I / We agree to the routing of all my / our debit card transactions to the lowest cost debit card routing. I / we understand that if I / we decide to opt-out of the lowest cost option and agree to pay more to route all my/our debit card transaction to either the MyDebit network or Visa/Mastercard network, I / we will need to notify the Bank in writing via the Bank's standard form.
9. I / We assure the Bank that I / we will operate the Product(s) / Facility(ies) based on the Payment Card Industry Data Security Standards (PCI-DSS) requirement set by PCI Security Standards Council (PCI SSC) (if applicable).

➤ DECLARATION BY APPLICANT / AUTHORISED SIGNATORY FOR THE APPLICANT... CONTINUED

10. I / We also fully understand the following key terms which have been specifically pointed out to me / us:-

- (i) The Bank's Approval Notification Letter is a computer-generated letter setting out the Fees and Charges and other commercial terms, and is to be read together with and forms part of the Terms.
- (ii) If any person disputes the validity of any transaction or if I / we breach any of my / our obligations, the Bank may chargeback transactions and debit or cause to be debited the same from my / our accounts and/or the Bank may refuse to pay me / us the amount of the transaction. The authorisation of any transaction is not a guarantee of payment by the Bank.
- (iii) If I / we fail to provide to the Bank any requested information or documents reasonably required by the Bank within seven (7) business days from the Bank's request, or if the Bank has reasonable grounds to suspect that I / we have breached or intend to breach any of the Terms or suspicious or abnormal settlement transactions are detected or due to regulatory reasons, the Bank may suspend the operation of all or any of the Products / Facilities by service of notice on me / us. If the suspension notice is **not** revoked by the Bank within seven (7) business days or such other extended period as stated in the suspension notice, the Bank may immediately terminate the Products / Facilities which were suspended by giving me / us notice of the termination.
- (iv) Either party may terminate any of the Products/Facilities for convenience without cause by giving the other party thirty (30) days' prior written notice.
- (v) I / We shall notify the Bank immediately of any change in my / our contact details.
- (vi) If I / we do not agree to the Terms, I / we shall notify the Bank immediately and return all the Bank's materials to the Bank and I / we must not use the Bank's merchant services or submit charges to the Bank for processing. Usage of the Bank's merchant services or submission of charges to the Bank for processing signifies my/our unconditional agreement to the Terms.
- (vii) The Bank may amend the Terms by giving me / us at least twenty-one (21) days prior notice by posting the notice of amendment on the CIMB Merchant Electronic Online Portal (e-Access) or the Bank's website or by any other means of notification as specified in the Merchant Services Terms and Conditions.

11. I / We hereby authorise the Bank to register me / us for the CIMB Merchant Electronic Online Portal (e-Access) service with the email address specified in this application form.

12. I / We understand and agree the Merchant's Designated Account must be a current account with CIMB Bank Berhad or CIMB Islamic Bank Berhad. I / We shall not change or close the Merchant's Designated Account without the Bank's prior written consent. If the Merchant's Designated Account is changed or closed by me / us without the Bank's prior written consent or where the Merchant's Designated Account is closed for any reasons whatsoever in accordance with the terms and conditions governing the Merchant's Designated Account, the Bank may terminate the Product(s) / Facility(ies) by giving me / us written notice.

13. PRIVACY NOTICE ACKNOWLEDGEMENT

I / We hereby acknowledge that I / we have accessed and/or read the Privacy Notice issued by CIMB Group (which is available at all CIMB branches as well as at the CIMB website at www.cimb.com.my or has otherwise been made available to me / us) and confirm my / our agreement to the same.

14. CONSENT FOR DISCLOSURE OF INFORMATION

..... I / We hereby agree, consent to and authorise the Bank to disclose any information relating to me/us, **(Applicant(s)/ Authorised Signatory(ies) initial)** my/our affairs and/or any accounts, products and/or services provided by the Bank to me/us to:

- any of its agents, service providers, auditors, legal counsel and/or professional advisors, in or outside Malaysia;
- the entities within the corporate group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("Group Companies") whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia;

for facilitating the business, operations, provision of the merchant services, financial product/facilities and performance of the contract, services of or granted or provided by the Bank and/or the Group Companies to their customers, as well as to:

- any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement or for the purposes of litigation or potential litigation involving the Bank as and when required or requested to do so from time to time and at any time;
- any company and/or organisation that assist or facilitate the processing and/or fulfillment of transactions or instructions that I/we have requested and/or given to the Bank;
- any potential transferee or assignee with whom the Bank is negotiating the transfer, assignment and novation of the rights or obligations under or by reference to the merchant services; and
- such third parties as specifically identified and for the purpose(s) as stated in the Merchant Services Terms and Conditions and the respective terms and conditions governing each account, product and/or service, which provides for the disclosure of information as well as such third parties and for the purpose(s) as identified in the CIMB Group Privacy Notice' under the heading of 'Disclosure of Your Personal Information' and 'How We Use Your Personal Information' respectively.

I / We understand and agree that the consent given above cannot be withdrawn where such disclosure of my/our information is necessary for the provision of the merchant services, account, product and/or service or the performance of the contract with me/us to comply with contractual requirements or to comply with any legal requirements.

Disclosure by the Bank to Group Companies (within Malaysia) may also be for cross-selling purposes of the Bank and/or the Group Companies provided always that **disclosure for cross-selling purposes shall not be effected if such disclosure is objected by me/us.**

I/We acknowledge and understand that the disclosure of my/our information above by the Bank to Group Companies (within Malaysia) for cross selling, marketing and promotional purposes may be revoked or withdrawn by me/us at any time by contacting the Bank at the following telephone number or address (which may be changed by the Bank from time to time by notice to me/us): Customer Resolution Unit (CRU) P. O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan. Tel: +603 6204 7788 / email: cru@cimb.com

15. I / We warrant to the Bank that I / we have the power to apply for the Product(s) / Facility(ies) and the undersigned have been authorised to sign this application form and to perform my / our obligations under the Terms.

▶ FOR BANK'S USE ONLY

Sales Channel <input type="checkbox"/> MSF <input type="checkbox"/> SME <input type="checkbox"/> CSD	RED Team Code <input type="text"/> - <input type="text"/> - <input type="text"/> - <input type="text"/>	Branch Code <input type="text"/>	Staff ID <input type="text"/>
<input type="checkbox"/> Acquiring Sales Officer Code <input type="text"/>	<input type="checkbox"/> Others <input type="text"/>		
Referral Staff ID <input type="text"/>	Campaign Code <input type="text"/>		

I have reviewed the application and confirmed:

- (a) The authorised signatory(ies) for the Applicant is the person authorised to operate the Merchant Designated Account in the Bank's record.
- (b) The business/company registered number of the Applicant as specified in this application form is the same as the business/company registration number of the Applicant in the Bank's record.
- (c) The CIMB Current Account specified as Merchant Designated Account on this form is active in our system.

Signature of the Sales Officer

Name

Designation

Signature of the Bank Officer verified this application

Name

Designation