

TERMS OF SERVICE OF THE MOBILE APPLICATION CIMB TAP N PAY

Important Notice

By proceeding further, the user shall be deemed to have agreed to be bound by the following terms:

1. The user shall comply strictly with the manual when using this CIMB Tap n Pay App.
2. No warranty, whether express, implied or statutory, including but not limited to warranties of fitness for a particular purpose, non-infringement or freedom from viruses is given for the use of the CIMB Tap n Pay App. The user uses this CIMB Tap n Pay App at its own risk. CIMB shall not at any time be liable to the user or any other person for any loss or damage arising from any interruption or unavailability or failure of the CIMB Tap n Pay App for whatever reason including negligence and gross negligence of CIMB, or for any incidents arising out of Clause 12 below. CIMB hereby expressly disclaims all responsibility and liability for any losses (including all or any direct or indirect loss or damage (financial or otherwise) of whatever nature, type and extent (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss opportunity) howsoever incurred.
3. CIMB may treat all instructions received by CIMB from the user as properly authorised and CIMB shall be under no obligation to check the correctness or validity of such instructions.
4. CIMB shall not be obliged to cancel or change any instructions after the same have been transmitted by the user to CIMB. CIMB shall use all reasonable efforts to act on such cancellation or change prior to CIMB's execution of such instructions, but CIMB shall have no liability whatsoever if such cancellation, or change is not effected in time or could not be made. In the event that CIMB attempts to cancel or change any instructions at the user's request, the user shall be liable to pay any and all costs and expenses which may be incurred by CIMB. For the avoidance of doubt, CIMB shall not be taken to have received

or to have notice of any cancellation or change until CIMB actually receives the notice of cancellation or change.

5. CIMB shall not be liable for any loss incurred or suffered by any person by reason or arising from:-

(a) the user's inability to perform any of the transactions due to limits set by CIMB from time to time;

(b) any error, alteration, destruction of the instructions, data or information to or from CIMB;

(c) any intrusion or attack by any person or party on any hardware, software or system;

(d) any restriction or prohibition on access by any laws or regulations of any country from where the user is utilizing the CIMB Tap n Pay App;

(e) any default caused by internet browser providers or by internet service providers or their agents or sub-contractors;

(f) any breakdown or malfunction of any equipment, system or software, whether belonging to CIMB or otherwise, including but not limited to any electronic terminal, server or system, telecommunication device (including the user's own mobile telecommunication / wireless device (i.e. smart phone and/or a tablet), the card reader, connection, electricity, power supply, telecommunications or other communications network or system;

(g) any use, misuse, purported use or misuse, loss, the theft or unauthorised use of any username, password or the one time personal identification number which enables the users to activate the Card Reader ("**User Codes**");

(h) the corruption or loss of any data or instruction or in the course of transmission thereof;

(i) any fraud, criminal act, offence or violation of any law or regulation has been or will be committed; or

(j) any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access even if CIMB had been advised as to the possibility.

6. The user shall solely be responsible for keeping the confidentiality of all the User Codes which have been issued to the user to enable the user to utilise this CIMB Tap n Pay App and the user shall take all precautions necessary to safeguard the User Codes and to prevent the loss, theft or unauthorised use of the User Codes and not to disclose the same to third parties. CIMB shall be entitled at its sole and absolute discretion, to de-activate or revoke the User Codes without assigning any reason and/or without prior notice to the user and to also de-activate or revoke the user's access if access has been denied after a number of attempts have been made using the User Codes.

7. The users shall:-

(a) not store any information about the transaction on their device (whether through means of a screen capture or otherwise);

(b) ensure that their device has the most current operating system installed as that their device has installed thereon the most current operating systems required to run the CIMB Tap n Pay App and has the most current version of the CIMB Tap n Pay App;

(c) not use any device which contains illegal software or operating systems which contravenes the license or terms of usage of such operating system or software (i.e. jail broken phones); and

(d) immediately contact CIMB ~~or the Merchant~~ to block usage if the user loses his device and/or card reader and/or if the User Codes have been compromised.

8. The user undertakes to indemnify and hold CIMB harmless from and against any and all loss (including all or any direct or indirect loss or damage (financial or otherwise) of whatever nature, type and extent (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss

opportunity) suffered or incurred by CIMB, as a result of any failure by the user to comply with these Terms and/or CIMB acting in accordance with any instructions given to it by the user.

9. If any provision contained in the Terms is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Terms 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.

10. The user agrees that the Terms shall, at all times, be governed by and construed in accordance with the laws of Malaysia. Further, the user agrees to submit and be bound by the non-exclusive jurisdiction of the Courts of Malaysia.

11. The user also acknowledges that CIMB may also collect and process information on the users' name, e-mail address, mobile phone number and location where the transaction is carried out through the use of the CIMB Tap n Pay App using signals from the Global Positioning System (GPS) sent from the user's device or other technologies such as sensor data which may, for example, provide information on nearby tele-communication towers and nearby Wi-Fi access points. The user also acknowledges that such information may render the user personally identifiable and agrees that such information may be used by CIMB in the ordinary course of CIMB's business (which may include use to enforce or defend any of CIMB's rights, to comply with all applicable legislation, laws and regulations, to enhance the quality of our products and services, to prevent fraud or illegal activities, to prepare demographics concerning our customers' use of our products and services as well as to offer additional products or services, at our sole discretion) or be made available to CIMB's third party vendors, advertisers, affiliates or relevant third parties in aggregate or demographic form.

12. The user agrees and understands that there are risks associated with using CIMB Tap n Pay App such as:

i) Risk of mobile-user's device being hacked and/or having malware infections to gain unauthorized access to sensitive data

ii) Risk of potential complaints due to transaction processing taking a longer time than expected, customers being unsure where to tap etc.

iii) Risk of the app being recalled/cancelled.