

CIMB@WORK TERMS AND CONDITIONS

1. Definitions

- a. **“CIMB@Work Terms and Conditions”** means the terms and conditions set out below.
- b. **“CIMB”** means collectively as CIMB Bank Berhad and CIMB Islamic Bank
- c. **“CIMB@Work Customer”** means an individual who has fulfilled the CIMB@Work eligibility requirements set by CIMB and accepted by CIMB as a CIMB@Work Customer.
- d. **“CIMB@Work Payroll and Banking Solutions Package”** means a payroll and banking solutions package offered by CIMB to companies to enable the crediting of the companies’ staff salaries into the staff’s salary accounts via BizChannel@CIMB.
- e. **“CIMB@Work Features, Benefits & Rewards”** means features, benefits and rewards on products and services offered by CIMB to CIMB@Work Customer in accordance to these Terms and Conditions.
- f. **“CIMB Rewards Programme”** means the rewards programme offered by CIMB/CIMB Islamic Bank to CIMB@Work Customer to earn and redeem their Bonus Points.
- g. **“Business Current Account”** means a current account of a sole proprietor, partnership, private and public limited companies, clubs/associations/societies maintained with any banks in Malaysia.
- h. **“Bonus Points”** means points awarded to CIMB@Work Customers in relation to product and/or services enrolment, product and/or services usage as well as monthly product and/or services sign-up in accordance to these Terms and Conditions.
- i. **“Payroll Account”** means a savings or current account of CIMB@Work Customers maintained with CIMB
- j. **“POS enabled Debit Card”** means a CIMB Debit MasterCard that may be used to perform point of sale (POS) transactions via the MasterCard network.

2. CIMB@Work Eligibility

- 2.1 To be eligible for consideration by CIMB as a CIMB@Work Customer, the customer must fulfill the following criteria:
 - (a) If the customer is an employee of a company which has signed up for CIMB@Work Payroll and Banking Solutions Package, he/she must either:-
 - i. Had his/her monthly payroll crediting into the Payroll Account; or
 - ii. Had a minimum of one (1) month payroll credited into the Payroll Account.

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- (b) If the customer is not an employee of a company which has signed up for CIMB@Work Payroll and Banking Solutions Package, he/she must:-
- i. Had his/her monthly payroll credited into the Payroll Account for six (6) consecutive months; and
 - ii. Such payroll crediting must be transacted from a Business Current Account directly into the Payroll Account by means of intrabank or interbank payments. Payments via cash, cheques and manual payment methods are not eligible.

2.2 CIMB has the right to decide on the acceptance and continuance of any CIMB@Work Customer.

3. CIMB@Work Features, Benefits & Rewards

3.1 After CIMB has accepted the customer as a CIMB@Work Customer, subject to these Terms and Conditions, CIMB@Work Customer, may enjoy CIMB@Work Features, Benefits & Rewards. CIMB@Work Customer is able to view the full and exhaustive list of features, benefits and rewards at CIMB's website at www.cimb.com.my

3.2 CIMB may at any time and from time to time introduce and/or offer new features, benefits, rewards, products or services to CIMB@Work Customer. Such new features, benefits, rewards, products or services shall be subject to these Terms and Conditions.

3.3 CIMB reserves the right to impose further terms and conditions in relation to the CIMB@Work Features, Benefits & Rewards by giving prior notice of twenty one (21) calendar days to CIMB@Work Customer.

3.4 (a) CIMB reserves the right to vary, suspend, cancel or withdraw CIMB@Work Features, Benefits & Rewards in whole or part, by giving prior notice of twenty one (21) calendar days to CIMB@Work Customer.

(b) CIMB@Work Customer is not entitled to any claim or compensation against CIMB as a result of such variation, suspension, cancellation or withdrawal unless the same is due to the gross negligence or willful default of CIMB.

4. Bonus Points

4.1 To be eligible to earn Bonus Points, the CIMB@Work Customer must comply with the following:-

- (i) has a valid POS Enabled Debit Card;
- (ii) his/her entitlement to enjoy or use the CIMB@Work Features, Benefits & Rewards is in accordance with these terms and conditions; and
- (iii) he/she is still a valid CIMB@Work Customer.

4.2 (a) CIMB@Work Customer is entitled to earn Bonus Points under the CIMB Rewards Programme, the details of which are made available CIMB@Work Customer at CIMB's website at www.cimb.com.my.

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- (b) The CIMB Rewards Programme is a programme that CIMB customer can earn Bonus Points to redeem reward(s) under the CIMB Rewards Programme Catalogue on CIMB's website at www.rewards.cimb.com.my
- 4.3 CIMB@Work Customer is also bound by the respective terms and conditions for the participating product(s) and/or service(s) taken up and/or purchased pursuant to the CIMB Rewards Programme.
- 4.4 The Bank may determine, vary, amend, suspend and/or withdraw any of the following from CIMB Rewards Programme upon giving twenty-one (21) calendar days' notice to the CIMB@Work Customer:
- (a) Participating product(s) and/or service(s) or any part thereof;
- (b) The Bonus Points to be awarded for/under any of the participating product(s) and/or service(s) signed up by the CIMB@Work Customer.
- 4.5 If any participating product(s) and/or service(s) is signed up under joint names, the CIMB@Work Customer must be the primary account holder/main applicant for the award of Bonus Points. If not, Bonus Points will not be awarded.
- 4.6 Bonus Points shall be calculated and rounded down to the whole number. For example, if the Bonus Points to be awarded is between 1.0 to 1.9, only 1 Bonus Point shall be awarded. The details of the Bonus Points including its calculation are made available at CIMB's website at www.cimb.com.my
- 4.7 The Bonus Points shall be awarded to the CIMB@Work Customer on a monthly basis provided the CIMB@Work Customer has not breached any of these terms and conditions on the date of award.
- 4.8 The Bonus Points awarded by CIMB cannot be transferred to any other party or person **AND** may not be redeemed or exchanged for cash.
- 4.9 The Bonus Points computed and awarded shall be displayed in the CIMB@Work Customer's monthly-consolidated statement issued by CIMB.
- 4.10 All statements of account shall be sent to the CIMB@Work Customer in accordance to Clause 8.2 or viewed via CIMB Clicks. It is the CIMB@Work Customer's obligation to check the monthly statement and/or monthly-consolidated statement furnished by CIMB. If the CIMB@Work Customer fails to inform CIMB of any errors, irregularities, discrepancies of the statement within fourteen (14) days of the statement date, CIMB@Work Customer shall have deemed to conclusively accept all the entries contained in the statement as true and accurate in all respects.

- 4.11 Bonus Points awarded to the CIMB@Work Customer are different and separate from Bonus Points earned from credit card usage. Bonus Points earned from CIMB credit card usage are **NOT** added to the Bonus Points awarded under CIMB@Work Features, Benefits & Rewards and are calculated separately.
- 4.12 The Bonus Points may be redeemed by the CIMB@Work Customer on the following terms and conditions:
- a) For product(s) or service(s) listed in the CIMB Member Rewards Catalogue on CIMB's website at www.rewards.cimbbank.com.my;
 - b) Subject to the terms and conditions of the CIMB Member Rewards Catalogue, which can be viewed at www.rewards.cimbbank.com.my
 - c) If the Bonus Points are valid, have not expired or been forfeited by CIMB, CAW@Customer's redemption of Bonus Points under the CIMB Rewards Programme can be done via telephone redemption with CIMB Consumer Centre at +603 6204 7788 or online redemption via CIMB Clicks at www.cimbclicks.com.my

5. Termination

- 5.1 Termination as a CIMB @Work Customer and/or CIMB@Work Features, Benefits, & Rewards shall be brought about by the following:
- (a) Discontinuation of monthly payroll crediting into the CIMB@Work Customer's Payroll Account for four (4) consecutive months;
 - (b) Resignation, termination, or cessation of CIMB@Work Customer's employment with his/her current employer resulting in the discontinuation of monthly payroll crediting as mentioned in Clause 5.1(a);
 - (c) Withdrawal by the CIMB@Work Customer's employer from payroll crediting via BizChannel@CIMB resulting in the discontinuation of monthly payroll crediting as mentioned in Clause 5.1 (a);
 - (d) CIMB@Work Customer breaches any of these Terms and Conditions;
 - (e) Upon death or insanity of CIMB@Work Customer or if the CIMB@Work Customer commits an act of bankruptcy; or
 - (f) if there are any changes in law or regulation which makes it impossible or unlawful for CIMB to continue to make available the CIMB@Work Features, Benefits & Rewards;
 - (g) CIMB@Work Customer does not operate any of his/her accounts satisfactorily or CIMB has reason to believe that there is a breach of any prevailing laws, by-laws or regulatory requirements, directives or orders issued by Bank Negara Malaysia and/or any other body having authority or jurisdiction over CIMB; or
 - (h) CIMB@Work Customer notifies CIMB or CIMB notifies CIMB@Work Customer to terminate him/her as a CAW@Work Customer.
- 5.2 Notwithstanding Clause 5.1, CIMB reserves the right to suspend or terminate the CIMB@Work Customer's entitlement to enjoy or use the CIMB@Work Features, Benefits & Reward by giving prior notice of twenty one (21) calendar days to CIMB@Work Customer.

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- 5.3 Upon termination pursuant to Clause 5.1 and 5.2, CIMB@Work Customer shall immediately cease to enjoy or use all features, benefits and rewards offered under the CIMB@Work Features, Benefits & Rewards.
- 5.4 Unless caused by CIMB due to its willful default or gross negligence, CIMB shall not be liable or responsible for any loss or damage suffered or incurred by the CIMB@Work Customer or any other party, in respect of:
- (a) the CIMB@Work Customer's enjoyment and/or non-enjoyment and usage and/or non-usage of the CIMB@Work Features, Benefits & Rewards including but not limited to breakdown or malfunction of the computer, its terminal connection lines, data processing system or transmission line or any other equipment whether or not belonging to CIMB, attempted or actual acts of terrorism, outbreak of epidemics, war, riot, strike, lockout, industrial action, fire, flood, technical or system failures, any Act of God or any circumstances or event beyond CIMB's reasonable control; and/or
 - (b) CIMB's action in terminating or suspending the CIMB@Work Customer's entitlement to enjoy or use of the CIMB@Work Features, Benefits & Reward.

6. Privacy Clause

- 6.1 CIMB@Work Customer confirms that he/she has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is made available at www.cimbbank.com.my or www.cimbislamic.com) and the clauses below, as may relate to the processing of the CIMB@Work Customer's personal information. For the avoidance of doubt, the CIMB@Work Customer agrees that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms and Conditions.
- 6.2 If the CIMB@Work Customer provides personal and financial information relating to third parties, including information relating to the CIMB@Work Customer's next-of-kin and dependents ("the Third Parties"), for the purpose of opening or operating the CIMB@Work Customer's account(s)/facility(ies) with CIMB or otherwise subscribing to CIMB's products and services, the CIMB@Work Customer hereby:
- (a) confirms that he/she has obtained the consent from the Third Parties or are otherwise entitled to provide the personal and financial information of the Third Parties to CIMB and for CIMB to use it in accordance with these Terms and Conditions;
 - (b) warrants and agrees to ensure that the personal and financial information of the third Parties are accurate;
 - (c) agrees to update CIMB in writing in the event of any material change to the personal and financial information of the Third Parties; and

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- (d) agrees to CIMB's right to terminate these Terms and Conditions and/or CIMB@Work Features, Benefits & Rewards upon prior notification to the CIMB@Work Customer should such consent be withdrawn by any of the Third Parties.

6.3 Where the CIMB@Work Customer instructs CIMB to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing CIMB and/or CIMB's agents to enter into any cross-border transaction on the CIMB@Work Customer's behalf, the CIMB@Work Customer agrees to the above said disclosures on behalf of the CIMB@Work Customer and others involved in the said cross-border transaction.

6.4 CIMB may any time and from time to time now and/or in the future carry out the necessary reference checks including but not limited to credit reporting/reference checks with credit reporting/reference agencies, including but not limited to Central Credit Reference Information System (CCRIS), FIS and/or any other agencies and/or from any financial institution to enable CIMB to ascertain the CIMB@Work Customer's status as may be required to help making decisions for example when CIMB needs to:

- (a) check details on applications for credit and credit-related or other facilities;
- (b) manage credit and credit-related accounts or facilities, including conducting reviews of the CIMB@Work Customer's portfolio(s); recover debts; and/or
- (c) any purpose related to or in connection with CIMB@Work Features, Benefits & Reward and/or the Payroll Account under these terms and conditions.

The CIMB@Work Customer will be linked by the credit reporting/reference agencies to any other names the CIMB@Work Customer uses or have used and any joint and several applicants. CIMB may also share information about the CIMB@Work Customer and how the CIMB@Work Customer manages CIMB@Work Customer's Payroll Account with relevant credit reporting/reference agencies.

6.5 Even after the CIMB@Work Customer has provided CIMB with any information, the CIMB@Work Customer will have the option to withdraw the consent given earlier. In such instances, CIMB will have the right to not provide or discontinue the provision of any product(s), service(s), account(s) and/or facility(ies) that is/are linked with such information.

6.6 For the purposes of this clause, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 6 of the Companies Act 1965 and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the words "CIMB" are to be read as references to the CIMB Group.

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6.7 This clause shall be without prejudice to any other clause in the terms and conditions of CIMB@Work Customer's relevant product(s), service(s), account(s) and/or facility(ies) of CIMB which provides for the disclosure of information.

7. Amendment of Terms and Conditions

7.1 CIMB may vary, add to or amend these Terms and Conditions by giving at least twenty one (21) days' notice of such variation, addition or amendment:

- (i) at CIMB's branches;
- (ii) on the CIMB's website;
- (iii) via electronic email ("E-Mail") to CIMB@Work Customer's Email address in CIMB's record;
- (iv) via ordinary mail to CIMB@Work Customer's address in CIMB's record;
- (v) any other channels suitable for the release of such information,

and the variation, addition or amendment will take effect on the date specified in such notice.

8. Notices

8.1 Any notice required to be given to CIMB:

- (a) must be in writing;
- (b) signed by CIMB@Work Customer; and
- (c) will be effective only on receipt by, and evidenced by an acknowledgment of CIMB; and/or
- (d) are given via channels permitted by CIMB.

8.2 Notices, statement of account and other communication to CIMB@Work Customer will be via any of the following modes and deemed to have been received and served on CIMB@Work Customer:

- (a) if sent by post, on the seventh (7th) day after posting (which may be by way of insertion into any statement of accounts); or
- (b) if delivered personally, at the time of delivery or despatch; or
- (c) if by courier, immediately on CIMB@Work Customer's acknowledgment on the courier consignment note; or
- (d) if by any forms of instantaneous communication (including e-mail, short message service (SMS) and voice recording), immediately; or
- (e) if by publication on CIMB's website or at any of CIMB's branches, on the day of publication.

It will be CIMB@Work Customer's responsibility to ensure that any notices sent to him/her via any of the modes stated above are not read or accessed by any third party. CIMB will not be responsible in any manner for any embarrassment caused or for any loss or damage however arising, by the third party reading or accessing such notices.

- 8.3 CIMB@Work Customer must notify CIMB promptly if there is any change to his/her (i) correspondence address; (ii) telephone number(s); (iii) e-mail address(es); and/or (iv) other particulars recorded with CIMB (collectively "**Personal Particulars**"), to ensure that all correspondence and/or communications reach CIMB@Work Customer in a timely manner.

9. Miscellaneous

- 9.1 CIMB@Work Customer's usage of the CIMB@Work Features, Benefits & Rewards shall be deemed as the CIMB@Work Customer's agreement to these Terms & Conditions and CIMB@Work Customer agrees that the decision reasonably made by CIMB in relation to every aspect of the CIMB@Work Features, Benefits & Rewards shall be final, binding and conclusive.
- 9.2 These CIMB@Work Terms And Conditions, as the same may be amended from time to time pursuant to Clause 7, shall prevail over any provisions or representations contained in any advertising or promotional materials pertaining to the CIMB@Work Features, Benefits & Rewards.
- 9.3 These Terms and Conditions shall be in addition to and not in derogation of any specific arrangement with regard to the usage of the services, benefits and/or rewards offered under the CIMB@Work Features, Benefits & Rewards now or hereafter subsisting between CIMB and CIMB@Work Customer or any terms and conditions as may be notified by CIMB to CIMB@Work Customer from time to time.
- 9.4 The CIMB@Work Customer acknowledges that the CIMB@Work Features, Benefits & Rewards are personal and non-transferable.
- 9.5 These Terms and Conditions shall continue to be valid and binding notwithstanding the CIMB@Work Customer's death and shall be binding on the heirs, personal representatives and successors-in-title of CIMB and CIMB@Work Customer respectively and the rights and obligations of CIMB@Work Customer under these Terms and Conditions cannot be assigned for any reasons whatsoever.
- 9.6 These Terms and Conditions herein shall supersede all previous terms and conditions, agreements or arrangements, if any, made between CIMB and the CIMB@Work Customer, either in writing or verbal in respect of the CIMB@Work Features, Benefits & Rewards.
- 9.7 Time shall be of the essence but CIMB 's failure in exercising or delay in exercising or enforcing its rights, powers, privileges or remedies against the CIMB@Work Customer shall not operate as a waiver thereof nor shall any partial exercise of any rights, powers, privileges or remedies prejudice or affect CIMB's rights to subsequently act.

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- 9.8 The illegality, invalidity or unenforceability of any these Terms and Conditions shall not affect the legality, validity or enforceability of any other terms of these Terms and Conditions.
- 9.9 These Terms and Conditions shall be subject to, governed by and construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia, the Association of Banks in Malaysia and other relevant bodies, in force from time to time. The CIMB@Work Customer agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.
- 9.10 Notwithstanding anything herein, CIMB's rights and entitlement under these Terms and Conditions shall continue to remain in force and effect and shall survive any termination or suspension of the CIMB@Work Features, Benefits & Rewards by CIMB.
- 9.11 These Terms and Conditions shall continue to be valid and binding notwithstanding any merger, amalgamation, transfer or assignment of business, operations, assets or liabilities of CIMB or any change in CIMB or any company by which the business of CIMB may for the time being be carried on.
- 9.12 These Terms and Conditions are in addition and subject to the terms and conditions governing the account(s), product(s) and service(s) of the CIMB@Work Customer with CIMB .
- 9.13 Where the context so admits, word importing the singular number shall include the plural number and vice-versa, words importing the masculine gender shall include the feminine and neuter genders and vice-versa.
- 9.14 For complaint relating to enrollment as a CIMB@Work Customer and/or CIMB@Work Features, Benefits & Rewards, CIMB@Work Customer may contact CIMB's Customer Resolution Department at the following address, telephone, email and facsimile numbers which CIMB Bank may change by notification to the CIMB@Work Customers:
- Address : Customer Resolution Unit,
P.O.Box 10338, GPO Kuala Lumpur 50710 Wilayah Persekutuan
- Contact Number : 603-6204 7788
- Email Address : CRU@cimb.com
- 9.15 For enquiry relating to CIMB@Work Features, Benefits & Rewards, please visit any of CIMB branches nationwide, or contact CIMB's Contact Centre: 03-6204 7788.