

CIMB Bank Berhad [Registration No: 197201001799 (13491-P)]

CIMB Islamic Bank Berhad [Registration No: 200401032872 (671380-H)]

CIMB PHONE BANKING SERVICE TERMS AND CONDITIONS (EFFECTIVE 12 JULY 2020)

1. DEFINITIONS

- 1.1 **“Account”** means any account or accounts maintained with the Bank.
- 1.2 **“Bank”** means CIMB Bank Berhad [Registration No: 197201001799 (13491-P)] and CIMB Islamic Bank Berhad [Registration No: 200401032872 (671380-H)] inclusive of their successors in title and assigns.
- 1.3 **“CIMB Phone Banking Service”** means phone banking services offered by the Bank that allows Customer, whether Call Agent assisted or unassisted, to conduct Transaction and/or give Instruction using telephone or any telecommunication device.
- 1.4 **“Customer”** means any individual or a group of individuals or recognized entity or entities who maintain an Account with the Bank and subscribes for the Service.
- 1.5 **“Customer Reference ID”** means the Customer Reference Identification Number, which the Bank has assigned to the Customer for the purposes of identifying the Customer when the Customer uses the Service.
- 1.6 **“Call Agent”** means an employee, or representative of the Bank who will assist the Customer who uses the Service.
- 1.7 **“Instruction”** means any request, authorisation or application in whatever form, substance and manner acceptable to the Bank and which is made in accordance with the procedures and requirements pursuant to the Service including Instruction relating to additional products and services to be made available to the Customer or any other third party.
- 1.8 **“Security Details”** include but not limited to Customer Reference ID, T-PIN and security questions.
- 1.9 **“Service”** means CIMB Phone Banking Service.
- 1.10 **“T-PIN”** means a unique random Telephone Personal Identification Number assigned to a Customer who subscribes for the Service that allows the Customer to use the Service.
- 1.11 **“Terms and Conditions”** means these CIMB Phone Banking Service Terms and Conditions.
- 1.12 **“Transaction”** means banking transaction that is allowed by the Bank and capable of being transacted under CIMB Phone Banking Service and includes deposits, withdrawal, fund transfer, bill payment, request for statements and cheque book and such other banking transactions as the Bank may from time to time introduce.

2. USE OF THE SERVICE

2.1 Use of the Service in general

- 2.1.1 When the Customer applies to subscribe to the Service to perform Transaction for the Customer's Account, the Bank has the right to approve or reject the application.
- 2.1.2 The Bank will assign a Customer Reference ID and T-PIN which the Bank shall notify the Customer if the application for the Service is approved.
- 2.1.3 By applying and using the Service, the Customer hereby:
- (a) confirms that the Customer has read, understood and agreed to be bound by the ~~se~~ Terms and Conditions; and
 - (b) agrees and undertake to comply with any and all of the Bank's procedures, requirements, restrictions, instructions or any condition the Bank may introduce and notify from time to time with regards to the use of the Service.

2.2 Use of Customer Reference ID and T-PIN

- 2.2.1 The Customer is required to key in the Customer Reference ID and T-PIN each time when accessing or using the Service.
- 2.2.2 When accessing or using the Service for the first time, Customer is required to change or select the T-PIN by following automated instructions over the telephone or telecommunication device.
- 2.2.3 The Customer may be required to successfully answer certain security questions from the Bank before being allowed to continue with the Transaction.
- 2.2.4 The Bank has the right to:
- (a) cancel the use of the Customer's Reference ID and/or T-PIN; and/or
 - (b) withdraw, restrict, suspend, vary or modify Service (whether in whole or in part)

and the Bank shall not be liable to the Customer for any loss or damage as a result of such cancellation, withdrawal, restriction, suspension, variation or modification unless due to the gross negligence of the Bank.

2.3 Effect of Instructions

- 2.3.1 (a) The Customer authorises the Bank to accept, follow and act upon the Customer's Instruction after the Customer is identified and/or verified through the Customer Reference ID and T-PIN which includes Instruction given by the Customer

or by the Customer's authorised representative or by any person using or providing to the Bank the Customer Reference ID and T-PIN; and

(b) The Bank shall not be liable for acting upon such Instruction received in good faith.

2.3.2 Any instruction issued using the T-PIN to access the Service shall be binding on the Customer, irrespective whether such Instruction was issued by the Customer personally or by any other person regardless of whether such person was authorised by the Customer.

2.3.3 As part of the Bank's security measure, all telephone conversations are recorded by the Bank and Customer hereby gives his or her consent for the recording and further agrees that such recording are to be regarded as final, conclusive and binding on the Customer.

2.3.4 The Bank is entitled to commence processing and execute on the next business day any Instruction received by the Bank within or during non-banking hours.

2.3.5 The Bank shall not be:

- (a) liable for acting upon the Instruction; and/or
- (b) obliged to investigate the authenticity of the Instruction; and/or
- (c) verify the accuracy and completeness of the Instruction.

2.3.6 The Customer's Instruction shall be deemed irrevocable and binding upon the Customer upon the Bank's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of the Instruction unless there is gross negligence on the part of the Bank.

2.3.7 The Bank is entitled but not obliged to verify any Instruction given pursuant to the Service by contacting the Customer by telephone or through any other means including but not limited to short messaging system message ("SMS") and electronic mail ("E-Mail").

2.4 Security of Customer Reference ID and T-PIN

2.4.1 The Customer must not reveal the Customer Reference ID and/or T-PIN to any other party and shall take all necessary steps to prevent disclosure of the Customer Reference ID and/or T-PIN to any other party.

2.4.2 In the event the Customer's Customer Reference ID and/or T-PIN is disclosed to any other person or compromised in any manner, the Customer shall immediately change the T-PIN.

2.4.3 The Customer shall take all reasonable precautions to prevent the unauthorised and fraudulent use of the Customer Reference ID and/or T-PIN including but not limited to the following:

- (a) NEVER DISCLOSE, whether verbally, in writing or in any other form, the Customer Reference ID and/or T-PIN to any other person, including the Bank's staff; and
- (b) Notify the Bank immediately in the event the Customer is aware or have reason to suspect that the Customer Reference ID and/or T-PIN may have been disclosed, compromised or misused;

2.4.4 In respect of any alleged unauthorised transaction being effected under the Customer's Account, the Customer shall be required to cooperate with the relevant authorities and/or the Bank in relation to the investigation and/or any proceedings relating to such alleged unauthorised transaction.

2.4.5 The Bank may request Customer to answer a set of security questions when calling in to use the Service. These security questions shall vary from time to time as decided by the Bank.

3 THE SERVICE AND THE BANKING SERVICES

3.1 Availability of the Service

3.1.1 The Customer acknowledges that the Service is provided on "asis" and "as available" basis only and the operation hours during which the Service may be available are subject to change.

3.1.2 The Bank does not warrant that the Service will be available on an uninterrupted basis.

3.1.3 The Bank shall be entitled at any time upon giving reasonable notice, to temporarily suspend the operations of the Service for routine updating, maintenance and upgrading purposes, and/or any other purposes the Bank deems fit. In such event, the Bank shall not be liable for any loss, liability or damage which may be incurred by the Customer as a result thereto.

3.2 Alteration and Limits to the Service/Banking Services

3.2.1 The Bank shall be entitled to, at any time and from time to time:

- (a) add to, alter, suspend, vary or remove any of the Service, in whole or in part, and/or
- (b) add to, alter, suspend, vary or remove any of the Service, including but not limited to:
 - (i) set, vary or cancel limits for any transaction types, facilities, services and products that may be carried through the Service, whether in monetary or numerical terms or otherwise;
 - (ii) vary the frequency and/or availability period of the Service.

3.3 Charges, Fees and Right of Debit

3.3.1 The Bank has the right to impose and/or vary the fees and charges payable by the Customer for use of the Service upon giving

the Customer twenty one (21) days prior written notice.

- 3.3.2 By using the Service, the Customer agrees to pay all fees and charges for the use of the Service imposed by the Bank from time to time.
- 3.3.3 The Bank may, by giving the Customer seven (7) calendar days prior notice, combine or consolidate all or any of the Customer's accounts with the Bank wherever located and whether in Ringgit Malaysia or in any other currency and/or set-off or transfer any sum standing to the credit of any such accounts including accounts held jointly with others in or towards the satisfaction of any of the indebtedness of the Customer pursuant to these Terms and Conditions. Before the Bank effects the set-off, the Bank may withhold and/or suspend the payment of monies from any such accounts.

3.3.4 The Customer further agrees that:

- (a) all fees and charges payable, if any shall be in Malaysian Ringgit; and
- (b) the Customer shall pay any tax or, levies or charges whatsoever (collectively "the Taxes") now or hereafter imposed by law or required to be paid in respect of any monies payable in respect to:
- (i) the Service; or
 - (ii) the Customer's Instruction; or
 - (iii) Transaction carried out pursuant to these Terms and Conditions.

and the Customer shall reimburse the Bank for any such payment by the Bank which reimbursement shall be made in the same manner and together with the fees or charges to which the Taxes relate.

3.4 Joint Account(s)

3.4.1 If the Customer is a joint account holder with the mandate of either party to operate the Account and the Bank had extended the Service to such joint Account, the Customer and the Customer's other joint account holder(s) shall be jointly and severally liable to the Bank for:

- (a) any Instruction given; and
- (b) any Transaction performed through the Service whether such Instruction is given by the Customer or by any such person regardless of whether such person has been authorised by the Customer or the Customer's other joint account holders.

3.4.2 If the Bank is notified of the death of the Customer or any one of the joint Account holders, the Bank will discontinue with the provision of the Service.

3.4.3 The Bank shall be entitled to terminate provision of the Service in the event of termination by operation of law or where termination notice is served on the Bank by the Customer or by any one or more of the Customer's other joint account holder(s).

3.4.4 The Bank shall be entitled to act on any received from any joint account holder singly or jointly. In the event of any conflicting or inconsistent Instructions given by joint account holders, the Bank may choose to act only on the Instruction of all the joint account holders.

3.4.5 Transaction performed by the Customer under the Service in relation to joint Account may exclude one or more of the prescribed banking transactions as decided by the Bank.

4 SUSPENSION OR TERMINATION OF CIMB PHONE BANKING SERVICES

4.1 The Bank may discontinue, suspend or terminate the Service (or any part thereof) or the Customer's right to access and use the Service.

4.2 The Bank may impose conditions on the suspension including but not limited to:

- (a) the period of suspension;
- (b) terms and conditions for reinstatement of the Service; and/or
- (c) the requirements before any reinstatement is made.

4.3 Termination of the Service may also be brought about by the following:

- (a) Termination of the Customer's product and/or service with the Bank;
- (b) The Customer breaches any of these Terms and Conditions;
- (c) Upon death or insanity of the Customer or if the Customer commits an act of bankruptcy; or
- (d) if there are any changes in law or regulation which makes it impossible or unlawful for the Bank to continue to make available the Service;
- (e) The Customer does not operate any of his/her accounts satisfactorily or the Bank 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 the Bank; or
- (f) The Customer notifies the Bank, or the Bank notifies the Customer to terminate the Service at any time.

4.4 Upon termination of the Service, the Bank shall not be obligated to act upon any of the Customer's Instruction, including Instruction that has yet to be implemented by the Bank, whether such Instruction is received before or after the date of Termination or receipt of the Customer's notice of termination.

4.5 Customer is not entitled to any claims or compensation against the Bank for any and all loss or damage suffered or incurred by the Customer as a direct or indirect result of the act of termination or suspension of the Service by the Bank unless due to the Bank's gross negligence or willful default.

5 INDEMNITY AND DISCLAIMER

- 5.1 The Customer must indemnify the Bank from all losses, costs, damages, claims and/or demands of all kinds, which the Bank may suffer in respect of the provision of the Service and/or performance of the Transaction and/or Instruction contemplated under these Terms and Conditions (except to the extent caused by the Bank's own gross negligence, wilful default or reckless disregard).
- 5.2 The Bank has the right but not the obligation, to debit and/or set off any amounts from any of the Customer's accounts with the Bank, in order to settle any of the Customer's liabilities under this indemnity, and/or to recover any of the monies which the Customer owes to the Bank by reason of this indemnity.
- 5.3 The Service is provided "as is" without any warranties, conditions, guarantees or representations.
- 5.4 The Bank disclaims all warranties, conditions, guarantees and representations express or implied, with respect to the Service, including but not limited to any implied warranties for a particular purpose.
- 5.5 The Bank does not represent or warrant that the Service will meet any of the Customer's particular requirements, or that they are or will operate error-free, without viruses, malfunction, any software corruption or uninterrupted or that defects in the Service will be corrected.

6 LIMITATION OF LIABILITY

- 6.1 The Bank shall not be liable to the Customer for any or all of the following save and except where proven to have been caused directly by the Bank's gross negligence, default or omission.
 - 6.1.1 any claim attributable to errors, omissions, or other inaccuracies whatsoever in the CIMB Phone Banking Service;
 - 6.1.2 any incidental, consequential, or indirect damages (including but not limited to, damages for loss of profits, economic loss, business interruption, loss of programs or information, and the like), cost, claim, liability, expense, demand or damage (whether direct, indirect, special, punitive or consequential arising out of:
 - 6.1.2.1 the use of and/or inability to access the Service or inability to perform any one of the Transactions and/or Instruction;
 - 6.1.2.2 any disclosure (inadvertent or otherwise) of any information concerning the Customer or for any error, omission or inaccuracy with respect to any information so disclosed;
 - 6.1.2.3 any loss of information howsoever caused whether as a result of any interruption, malfunction, suspension or termination of the Service or otherwise, or for the contents, security, accuracy or quality of information available, received, processed or transmitted through the Services.
 - 6.1.3 any compliance or non-compliance of the Customer's Instructions and/or Transaction; and
 - 6.1.4 the provision of any value-added goods and/or services made available by of any third party in conjunction with the Service.
- 6.2 The Customer must ensure adequacy and sufficiency of funds in the Account to enable the Bank to carry out the Instruction and/or Transaction.
- 6.3 The Bank shall not be liable in failing to carry out the Customer's Instruction and/or Transaction due to inadequacy of funds in the Account and the Bank shall under no obligation to inform the customer of inadequacy of funds in the Account to carry out the Instruction and/or Transaction.
- 6.4 The Customer shall ensure the correctness of the Account details and the Bank shall not be liable to carry out any Instructions and/or Transaction arising from incorrect or inaccurate Account details.
- 6.5 The Customer acknowledges that the Instruction and/or Transaction may not be processed on the same day or immediately by the Bank and will be effected within reasonable time and the Bank shall not be liable for any delay in processing the Instruction and/or Transaction (if any).

7 SEVERABILITY

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

8 GOVERNING LAW AND JURISDICTION

- 8.1 These Terms and Conditions shall be subject to and be governed by and construed in accordance with the laws of Malaysia. The Customer submits to the exclusive jurisdiction of the Courts of Malaysia.

9 RULES AND REGULATIONS OF REGULATORY BODIES

- 9.1 The availability of the Service now or hereafter from time to time offered by the herein, shall, where applicable, be subject to the rules, regulations and guidelines of Bank Negara Malaysia and other relevant bodies whether or not such rules, regulations or guidelines have the force of law.
- 9.2 The Bank reserves the right to alter, delete, amend or vary the terms and conditions herein (without any liability to the Customer) upon giving prior written notice of twenty one (21) days in such manner to comply with the rules, regulations and guidelines of Bank

Negara Malaysia and other relevant bodies.

10 ASSIGNMENT

- 10.1 The Bank may, upon giving reasonable notice, delegate or sub-contract any rights or obligations under this Agreement to any other third party.
- 10.2 These Terms and Conditions shall be binding upon the heirs, personal representatives and successors-in-title of the Customer and the rights and obligations of the Customer herein cannot be assigned for any reasons whatsoever.
- 10.3 The Bank's right under these Terms and Conditions shall not be affected by the bankruptcy, insanity or death of the Customer.

11 TERMS OF BANKING SERVICES

- 11.1 In addition to these Terms and Conditions, all other terms and conditions applicable to the products and services that the Customer had with the Bank or other arrangements between the Bank and the Customer ("Terms of Banking Services") will continue to apply in full force and effect.
- 11.2 In the event of any inconsistency between these Terms and Conditions and the Terms of Banking Services, the Terms of Banking Services shall prevail in so far as the inconsistency relates to the Bank's product and service in question.

12 WAIVER

- 12.1 The Bank's failure in exercising or delay in exercising or enforcing its rights, powers, privileges or remedies against the Customer shall not operate as a waiver thereof nor shall any partial exercise of any rights, powers, privileges or remedies prejudice or affect the Bank's rights to subsequently act strictly in accordance therewith.

13. VARIATION/AMENDMENT OF TERMS AND CONDITIONS

- 13.1 The Bank 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 the Bank's branches;
 - (ii) on the Bank's website;
 - (iii) via electronic email ("E-Mail") to the Customer's Email address in the Bank's record;
 - (iv) via ordinary mail to the Customer's address in the Bank's record;
 - (v) any other channel suitable for the release of such information,
- and the variation, addition or amendment will take effect on the date specified in such notice.

14. Notices

- 14.1 Any notice required to be given to the Bank:
- (a) must be in writing;
 - (b) signed by the Customer; and
 - (c) will be effective only on receipt by, and evidenced by an acknowledgment of the Bank; and/or
 - (d) are given via channels permitted by the Bank.
- 14.2 Notices, statement of account and other communication to the Customer will be via any of the following modes and deemed to have been received and served on the 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 the 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 the Bank's website or at any of the Bank's branches, on the day of publication.

It will be the responsibility of the Customer 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. The Bank 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.

- 14.3 The Customer must notify the Bank 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 the Bank (collectively "**Personal Particulars**"),

to ensure that all correspondence and/or communications reach the Customer in a timely manner.

15. COMPLAINTS AND ENQUIRIES

15.1 Any complaints by the Customer relating to the Services shall be directed to the Bank's Customer Resolution Department by filling up the form here: <https://www.cimbbank.com.my/en/personal/support/contact-us/enquiries-and-feedback.html>

15.2 In the event of any enquiries, Customer may visit any of the Bank's branches.