

**IMPORTANT NOTICE:**

Kindly be informed that with effect from 5 December 2017, CIMB Kwik Account/CIMB Kwik Prepaid Mastercard will no longer be offered for new account opening. Your existing CIMB Kwik Account or CIMB Kwik Prepaid Mastercard can still be used until further notification.

**CIMB BANK KWIK ACCOUNT AGREEMENT**

Not protected by PIDM

These terms and conditions govern the use of the CIMB Bank Kwik Account granted by CIMB Bank Berhad [197201001799 (13491-P)] to the individual named on the Card.

**1. DEFINITIONS**

In this Agreement, the following terms shall have the meanings as stated unless otherwise mentioned:

Account	means the Accountholder's CIMB Bank Kwik Account, to which (i) all payments for purchases of goods and/or services and cash withdrawals are effected by use of the Account and/or Card; and (ii) all applicable fees and charges are debited.
Accountholder	means the person who opens the Account and has the Card issued to, and shall include his/her heirs, personal representatives and successors-in-title.
Accountholder's Other Accounts	means the Accountholder's other banking or other accounts with the Bank and/or CIMB Islamic Bank Berhad, including but not limited to an Accountholder's joint account(s) with a third party.
this Agreement	means this agreement containing the terms and conditions for the provision of the Account and Card by the Bank to the Accountholder, as amended from time to time.
ATM	means an automated teller machine.
the Bank	means CIMB Bank Berhad [197201001799 (13491-P)] having its place of business at Level 17, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur or such location as may be changed by the Bank and includes its successors-in-title and assigns.
Card	means the physical card issued by the Bank under the Account of the Accountholder.
CIMB Clicks	means the Bank's internet banking website.
Mastercard	means MasterCard Worldwide, a company incorporated in the United States of America which facilitates payment transactions and of which the Bank is a member institution.
Maximum Amount	means the maximum amount that can be held in credit in an Account at any time, as specified in Clause 6.5.
merchant	shall include all merchants supplying goods and/or services.

PIN	means the personal identification number of the Accountholder to be used with the Card at an ATM or point of sales terminal.
SMS	means Short Messaging Service.
Statement	means the periodic statement which shows all the amounts charged, debited from or credited to the Account.
TAC	means the Transaction Authorisation Code which is a unique, 6-digit security code that is generated at the point of transaction to provide a second layer of protection for specific online transactions, and which needs to be keyed-in when requested.
working day	means a business day (not being a Saturday or Sunday) on which banks, licensed to carry on banking business under the provisions of the Financial Services Act 2013, are open for business in Kuala Lumpur.

Words importing the singular includes the plural and *vice versa*; and words importing the masculine gender include the feminine and neuter genders and *vice versa*.

## 2. APPLICATION AND ACCOUNT OPENING

- 2.1 Applications to open an Account shall be made online via CIMB Clicks or other designated channels as determined by the Bank from time to time.
- 2.2 The approval of the application, and the opening and continuance of the Account will be at the Bank's discretion.
- 2.3 The Bank reserves the right to stipulate and vary, from time to time, the minimum amount of initial deposit required for the Account.
- 2.4 The Accountholder shall comply with all of the Bank's requirements to open the Account. In applying for the Account, using and/or operating the Account, the Accountholder represents and warrants that:
- (i) all information provided to the Bank are true, correct and complete;
  - (ii) the Accountholder does not have any other Account with the Bank;
  - (iii) the Accountholder is at least eighteen (18) years of age; and
  - (iv) the Accountholder has a registered mobile number and mailing address in Malaysia.
- 2.5 The Accountholder agrees to be liable for any misrepresentation or false, untrue or incorrect information disclosed in the Accountholder's application to open the Account. The Accountholder shall also be liable and responsible for any damage or loss suffered or incurred by the Bank arising as a result of the Accountholder's breach or default of this Agreement during the continued usage and/or operation of the Account.
- 2.6 The Accountholder is required to pay the annual fee to facilitate the processing of the application before the Account can be opened and the Card issued. Payment of the annual fee can be made online at CIMB Clicks via (i) Financial Process Exchange ("FPX") or (ii) from the Accountholder's Other Accounts; or at any other designated channel permitted by the Bank from time to time.
- 2.7 By opening the Account, the Accountholder expressly acknowledges and agrees that:-

- (i) the Accountholder shall furnish the Bank with any information requested by the Bank for its regulatory reporting obligations or for any other reason;
- (ii) the Account is not an interest bearing account and shall not earn any interest at all;
- (iii) the Accountholder shall not add, increase or credit funds into the Account in excess of the Maximum Amount;
- (iv) the Account is governed by these terms and conditions set out in this Agreement and the Accountholder shall be bound by this Agreement.

### **3. DELIVERY OF CARD**

The Card to be issued under the Account will be sent to the mailing address provided by the Accountholder in the application within fourteen (14) working days after the successful opening of the Account. The Card will be embossed with the first 20 characters of your name, including space(s), as given in the application to open the Account. The Accountholder should contact the Bank if the Card is not received after the Account has been opened successfully.

### **4. CARD VERIFICATION VALUE (CVV) NUMBER RETRIEVAL**

If the Account has been opened but the Card has not arrived or the Accountholder does not have the physical Card at any particular time, the Accountholder may retrieve the CVV number and Card expiry date ("**Card details**") from CIMB Clicks. In CIMB Clicks, the Accountholder will have to first request to retrieve the Card details whereupon a TAC will be sent to the Accountholder's mobile number in the Bank's records. After the correct TAC is entered, the Card details will be displayed in CIMB Clicks.

### **5. ACTIVATION OF THE CARD AND PIN**

- 5.1 **IMMEDIATELY** upon receipt of the Card, the Accountholder must sign on the back of the Card and activate the Card. To activate the Card, the Accountholder must follow the instructions stated in the letter enclosing the Card.
- 5.2 The Card is not transferable and can only be used by the Accountholder. The Card cannot be given to, or held by any other person as security for any purpose whatsoever.
- 5.3 A temporary PIN will be sent to the Accountholder's mailing address as stated in the application after successful opening of the Account, separate from the Card. The Accountholder must also change the temporary PIN by following the instructions given and within the specified timeframe.
- 5.4 The Bank will issue a new temporary PIN at the Accountholder's request if the PIN has been forgotten.
- 5.5 If the Card is lost or stolen, and the Bank agrees to issue a replacement Card to the Accountholder, a temporary PIN for the replacement Card will also be issued. The existing PIN will not work on the replacement Card.
- 5.6 The Accountholder must keep the PIN secret and must not disclose the PIN to anyone under any circumstances. When selecting the PIN, the Accountholder **MUST NOT** select a PIN which is obvious and/or predictable, including those which:
  - represent the Accountholder's birth date;
  - being an alphabetical PIN, is a recognizable part of the Accountholder's name;
  - consists of sequential numbers (for example 12345); or

- consists of all numbers being the same (for example 111111).

5.7 The Accountholder must ensure that the transaction amount is correct before signing any transaction voucher or entering the PIN at any electronic point of sale terminal. By signing a voucher or entering the PIN, the Accountholder is deemed to have agreed to the transaction and confirmed the amount is correct.

5.8 The Accountholder consents and agrees that when conducting any transaction, the PIN will serve as a means of authenticating and verifying the Accountholder's identity to the Bank. In this regard, the Accountholder authorises the Bank to accept, follow and act upon all the instructions when identified by the PIN and the Bank shall not be liable for acting on such instructions in good faith. Such instructions shall be deemed irrevocable and binding on the Accountholder even if there is any error, fraud, forgery, lack of clarity or misunderstanding in respect of such instructions. The Bank is entitled to rely on the PIN as conclusive evidence of the Accountholder's identity but if the Bank has doubts or is uncertain as to the Accountholder's identity, the Bank may still request for such other form or means of identification as it may deem fit from time to time.

## 6. PAYMENTS AND CREDITS INTO ACCOUNT

6.1 All payments or credits into the Account must be made in Ringgit Malaysia.

6.2 For top-up/credit into the Account, the Accountholder may do so in the following manner:-

- (i) depositing cash via the Bank's Cash Deposit Machines;
- (ii) fund transfer from any of the Accountholder's Other Accounts via CIMB Clicks or ATM; and
- (iii) online fund transfer from your other accounts held with other banks.

6.3 Cheque deposits into the Account are not permitted at all.

6.4 The maximum amount which may be held in credit in the Account (the "**Maximum Amount**") is Ringgit Malaysia Four Thousand Nine Hundred and Ninety Nine (RM 4,999.00) or such other amount as the Bank may specify by giving the Accountholder at least 21 days' prior written notice.

6.5 The Accountholder must not add or credit funds in excess of the Maximum Amount into the Account.

6.6 Any payment or credit into the Account shall not be considered to have been made until the value for such funds have been received in full by the Bank.

6.7 The Bank shall be entitled to verify the source of funds for any payment into the Account to confirm compliance of the Applicable Laws and Regulations. Pending the Bank's verification of the source of funds:-

- (i) the Bank reserves the right to suspend the use of the Account and/or Card and/or decline any transaction attempted on the Account and/or Card; and
- (ii) any sum already standing to the credit of the Account and/or Card or as a result of the payment into the Account shall not be used by the Accountholder, nor shall it be returned or refunded by the Bank to the Accountholder.

## 7. ACCOUNT AND FACILITIES AVAILABLE

7.1 The Account may be used for the following facilities, subject always to the credit balance in the Account:

- (i) payment for goods and/or services;

- (ii) fund transfers;
- (iii) settlement of periodic bills by way of autopayment (“**Autopay Service**”) where approved by the Bank;
- (iv) cash withdrawal from the Bank’s ATMs and/or other ATMs displaying the MasterCard logo;
- (v) remittance services such as foreign remittance services, local & foreign demand draft and bankers cheques, etc;
- (vi) bill payments;
- (vii) Prepaid Reload;

The Bank may add to, suspend or cease any of these facilities by giving the Accountholder at least 21 days’ prior written notice.

## 7.2 Autopay Service

- 7.2.1 In taking up Autopay Service, the Accountholder authorises the Bank to pay certain bills specified by the Accountholder. The Accountholder must cancel any earlier instructions given to (i) other banks or payees to pay the same merchant and/or (ii) the merchant(s) to bill other banks or payees so that double charging does not occur.
- 7.2.2 In providing the Autopay Service, the Bank is not responsible for any losses incurred by the Accountholder for delay or failure in paying the bills unless it was caused directly by the Bank’s gross negligence or wilful default.
- 7.2.3 The Bank does not need to pay any bills if the Accountholder does not have sufficient funds in the Account, or where it reasonably determines that non-payment is justified.
- 7.2.4 The Accountholder is liable for payments made by the Bank to merchants even after the Accountholder has cancelled or terminated the Autopay Service, unless the Bank was grossly negligent or had wilfully and in bad faith not complied with the Accountholder’s request.
- 7.2.5 The Bank is not required to inform the Accountholder of any non-payment by the Bank. The Accountholder is responsible for checking and monitoring such payment / non-payment and is solely liable to resolve outstanding payments with the merchant(s) directly.
- 7.2.6 If the Card number changes, the Accountholder must inform the billing merchant of the change in number. The Accountholder allows the Bank to continue (but Bank is not obliged to do so) to pay the same billing merchant from the new Card number.
- 7.2.7 If the Accountholder has more than one merchant to pay but not enough funds in the Account to pay them all, the Bank may:-
  - (i) choose not to make any payment to any of the merchants in which event the Accountholder shall resolve all outstanding payments with the merchant(s) directly; or
  - (ii) decide (at its sole discretion) who to pay first and the Accountholder is solely liable to resolve the unpaid amounts with the other merchant(s) directly.
- 7.2.8 The Autopay Service will be cancelled:
  - (i) if the relevant merchant gives the Bank at least one (1) months’ written notice of termination whereupon the Autopay Service shall terminate upon expiry of the notice period; or

- (ii) immediately, if the Account is closed and the Card cancelled by the Bank and/or due to lost or stolen Card,

(collectively referred to as the “**Events**”).

7.2.9 The Accountholder is responsible for informing the relevant merchant(s) in writing to terminate the Autopay Service and to request the said merchant(s) to discontinue billing the Bank. Until such time the merchant informs the Bank that the Autopay Service has been terminated, the Bank will continue to make payment to such merchant and the Accountholder remains liable for such payments made by the Bank to the merchant in relation to all transactions prior to the Events.

7.2.10 The Bank may also suspend and/or cancel the Autopay Service at any time by giving the Accountholder prior notice of the same. In such event, the Accountholder remains solely liable to resolve all outstanding payments with the merchant(s) directly.

### 7.3 ATM Transactions

7.3.1 The PIN is required to obtain cash withdrawals or perform transactions via ATM, subject to the applicable daily withdrawal limit of such ATM and any fees and charges that may be applicable for the use of such other ATM.

7.3.2 If ATM transactions cannot be carried out or are erroneously effected due to defect, breakdown, interruption or loss of power supply (“**Technical Defects**”) or otherwise, or if the Card is not accepted for use or where the Card is retained by the ATM due the Technical Defects or for any other reasons, the Bank shall not be responsible for any loss, damage, inconvenience or embarrassment suffered by the Accountholder unless caused directly by the Bank’s gross negligence or wilful default.

7.3.3 Operating hours, type of services available as well how the Card can be used at the ATM shall be determined by the Bank. The Bank does not guarantee that the ATM will be able to perform the Accountholder’s intended transaction.

## 8. CARDS WITH CONTACTLESS TRANSACTION-ENABLED FEATURES

Cards have a feature which enable transactions up to a limit notified by the Bank, to be carried out by waving the Card at contactless terminals (“**Contactless Transaction(s)**”) without requiring the Accountholder’s signature or PIN to authorise the transaction. The Accountholder agrees that all Contactless Transactions incurred using the Cards shall be presumed to be properly authorised unless the Accountholder can show conclusive proof to the contrary. In this regard the Accountholder understands the ease of which unauthorised Contactless Transactions may be carried out and accepts the risks of the same. The Accountholder may disable this feature and/or change the daily limit for Contactless Transaction(s) by notifying the Bank.

## 9. OVERSEAS TRANSACTIONS

9.1 Overseas transactions, including cash withdrawals and transactions at point of sales/merchant terminals abroad are prohibited unless the Accountholder has expressly opted-in by notifying the Bank.

9.2 If the Accountholder has opted-in to conduct overseas transactions, the Accountholder shall be liable for all overseas transactions posted to the Account as all such transactions shall be presumed to be properly authorised unless the Accountholder can show conclusive proof to the contrary.

9.3 The Accountholder may at any time disable this feature to use the Card overseas by notifying the Bank.

9.4 Such overseas transactions do not include phone transactions, mail order transactions and online transactions via the internet which are allowed without the need to opt-in or to be physically present with the Card.

## **10. PRE-AUTHORIZATION**

10.1 Pre-Authoisation involves withholding a specific sum from the Account where the Accountholder will not be allowed to use that sum of money for the period specified in the following circumstances:

- (i) If the Card is used to pay for petrol transaction(s), the Bank shall withhold an amount of up to Ringgit Malaysia Two Hundred (RM 200) from the Account for a period of two (2) working days after the date of the said petrol transaction(s); and
- (ii) If the Card is used to pay for hotel stay, the Bank shall withhold an amount specified by the relevant hotel during check-in (or its equivalent in Ringgit Malaysia if the amount specified is in foreign currency) for a maximum of eight (8) days.

10.2 During Pre-Authoisation, the Bank may suspend payment of other transactions if there are insufficient funds in the Account.

## **11. PURCHASE AND TRANSACTION LIMITS**

11.1 The purchase and transactions limit for on the Account and/or Card shall be the amount available in the Account or such other limit which the Bank may impose, and subject to the limit for each calendar year stated below.

11.2 The total aggregate limit for purchases, third-party fund transfers and cash withdrawals on the Account and/or Card is up to RM50,000 per calendar year. If the limit of RM50,000 is reached within a calendar year, the Accountholder will not be able to make further purchases or cash withdrawals from the Account and/or Card until the 1st day of the following calendar year.

11.3 If for any reason the Accountholder exceeds the limit in the Account and/or the limit for each calendar year, the Accountholder shall remain liable for all of the transactions conducted on the Account and/or Card including but not limited to all purchases and transactions performed/conducted on the Account and/or Card. The Bank is not obliged in any way to ensure that the credit balance in the Account is used up and/or not exceeded by the Accountholder.

11.4 The Bank may (but shall not be obliged to) at any time and from time to time contact you to validate a transaction carried out on the Account and/or Card as a measure to prevent any possible unauthorised use of the Account and/or Card. In the event that the Bank is unable to contact you the Bank may (but shall not be obliged to) decline the transaction without liability to the Bank. In the event the Bank permits the transaction to be carried out, you shall remain liable for the charges incurred and/or monies withdrawn.

## **12. FEES AND CHARGES**

12.1 The Accountholder agree to pay the following fees and charges for the Account which will be debited from the Account:

- (i) an annual fee;
- (ii) service tax or any other tax which may be imposed by any relevant authority from time to time;
- (iii) Card replacement fee for the issue of a replacement Card (not applicable due to replacement of expired Card);

- (iv) charges for copies of sales/cash advance drafts and other supporting documents or services requested;
- (v) fees and charges for any or all of the Account transactions effected through the use of the ATM; and
- (vi) paper statement fees for hard copy Statements (not applicable to senior citizens and customers who are differently abled i.e. persons with physical, mental, intellectual and sensory disabilities); and
- (vii) such other fees and charges imposed after the Bank has given the Accountholder twenty-one (21) calendar days' prior notice of implementation.

For full details of the applicable fees and charges in relation to the Card and/or usage of the Account, please refer to the fee structure table in the Bank's website.

- 12.2 The prevailing fees and charges imposed are displayed on the Bank's website. If the fees and charges are changed, the Accountholder will be given at least twenty-one (21) calendar days' prior notice before the effective date of change.

### 13. TAXES

- 13.1 Upon activation of any principal and supplementary Card, each Card shall be charged the prevailing service tax as disclosed in the Product Disclosure Sheet ("PDS") for the Account and as displayed on the Bank's website.
- 13.2 All fees and charges stated herein are inclusive of service tax for which the Accountholder shall be liable and which the Accountholder authorises the Bank to debit from the Account.

### 14. TRANSACTION RECORDS AND BILLING CURRENCY

- 14.1 Any:-

- (i) sales draft, transaction record, credit voucher and/or other charge record, recorded electronically or otherwise; and/or
- (ii) record by the Bank of cash withdrawals or any other transactions using the Card (including records of mail order, telephone, internet or other electronic transactions);

can be relied on by the Bank as evidence of charges properly incurred by the Accountholder even though the Accountholder's signature is not on it or if there is a signature, it differs from the Accountholder's signature. The records of the Bank shall be conclusive and binding on the Accountholder for all purposes, unless the Accountholder can show there is manifest error in the Bank's records.

- 14.2 If the Bank receives indisputable documentary evidence that shows that a Card transaction was fraudulent and the Accountholder did not contribute to the fraud by the Accountholder's acts and/or omissions and the Accountholder has complied strictly with this Agreement, the Bank may release the Accountholder from liability to pay the fraudulent transaction.
- 14.3 All transactions made in a foreign currency other than Ringgit Malaysia (RM) shall:-
- (i) be converted into Ringgit Malaysia (RM) at the exchange rate set by Mastercard on the date the transaction is posted to the Account; and
  - (ii) be subject to an administration charge of 1% of the amount transacted and added to the foreign exchange conversion above on the date the transaction is posted to the Account; and

(iii) be subject to any fee as may be charged and conclusively determined by Mastercard.

14.4 The rate of currency exchange and fees charged by Mastercard may fluctuate and are published on their website. The Bank can increase or otherwise change the administration charge by giving the Accountholder twenty-one (21) calendar days' notice before the change.

## 15. TELECOMMUNICATION INSTRUCTIONS

15.1 In all matters relating to the Account, the Accountholder may contact the Bank's Call Centre and give instructions over the telephone but the Bank is not obliged to accept such instructions, in particular with regard to the following matters:

- (i) reporting of lost Card;
- (ii) replacement of lost or damaged Card;
- (iii) activation or deactivation of overseas transactions; and
- (iv) other transaction the Bank may agree to.

15.2 Before accepting instructions over the telephone, the Bank will through its representative verify the Accountholder's identity and may require the Accountholder to provide personal details.

15.3 Except for reporting a lost Card, the Bank may ask the Accountholder to provide a written confirmation of the instructions before taking any action.

15.4 The Accountholder agrees that:

- (i) the Accountholder's telephone conversations with the Bank's representative may be recorded; and
- (ii) the Accountholder is solely responsible if unauthorised third parties overhear such conversations.

15.5 The Bank is also allowed to act on other instructions given by other electronic or telecommunication methods, and the Bank may rely on any request made by the Accountholder to any merchant to charge to the Card and debit the Account with such amount charged.

## 16. COMPLIANCE WITH LAWS AND CONDITIONAL USE AND AVAILABILITY OF ACCOUNT/CARD

16.1 The Accountholder must ensure that the Accountholder complies with all laws regarding the use of the Card and not use it for any unlawful or illegal purposes. This includes complying with foreign exchange and administration rules and other regulations of Bank Negara Malaysia ("**BNM**") and not using the Card for any illegal or unlawful activity including but not limited to online betting or purchasing illegal goods and/or services.

16.2 The Account and/or Card are made available to the Accountholder on condition that the grant or continued grant of the same will not directly or indirectly breach any prevailing laws, by-laws or regulatory requirements, directives or orders issued by BNM and/or any other body having authority or jurisdiction over the Bank or as amended from time to time (the "**Applicable Laws and Regulations**") which includes:

- (i) the Financial Services Act 2013 and all other guidelines and directives issued by BNM;
- (ii) any lending limits or restrictions that may be imposed on the Bank from time to time by BNM or any other governmental and/or regulatory authority; and
- (iii) the Anti-Money Laundering, Anti-Terrorism Financing And Proceeds of Unlawful Activities Act, 2001.

16.3 The Accountholder must notify the Bank immediately in writing if the Accountholder becomes aware of any breach or non-compliance of any of the Applicable Laws and Regulations or this Agreement.

## **17. INACTIVE / DORMANT ACCOUNT**

- 17.1 Accounts with no credit and/or debit transaction for six (6) months or more will be deemed as dormant accounts, in which event the Bank reserves the right to immediately suspend and close the Account. Debit transactions conducted by the Bank for payment of fees and/or charges on the Account are not considered transactions.
- 17.2 If the Account has been deemed dormant, the Accountholder must perform any credit transaction on the Account to avoid closure of the Account.
- 17.3 The Bank shall give at least twenty-one (21) days' notice prior to closure of the Account to the Accountholder.

## **18. SUSPENSION AND/OR TERMINATION OF ACCOUNT/CARD**

- 18.1 The Accountholder may at any time suspend the operation or usage of the Account, or lift such suspension of the Account by notifying the Bank.
- 18.2 The Account and/or Card and any facilities may be withdrawn, suspended and/or cancelled at any time by the Bank giving notice to the Accountholder even though no default has occurred.
- 18.3 The Accountholder may close the Account at any time via CIMB Clicks or by notifying the Bank. Upon closure, the Accountholder must:
- (i) cut the Card across the magnetic strip as well as the microchip embedded in the Card; and
  - (ii) return the Card to the Bank on request as the Card is owned by the Bank.
- 18.4 The Accountholder remains liable for all transactions posted to the Account and/or Card before the Bank receives the Accountholder's notification of closure/cancellation and the Account is formally closed or the Card cancelled in the Bank's records.
- 18.5 The Bank may also by giving notice to the Accountholder, immediately, withdraw, suspend and/or cancel the Account and/or Card upon any of these events occurring (even though the Bank may have previously allowed these events to happen without consequence):-
- (i) the Accountholder committed or threatens to commit a breach of this Agreement or terms and conditions of the Accountholder's Other Accounts;
  - (ii) the Accountholder becomes bankrupt or someone has applied to court to make the Accountholder a bankrupt;
  - (iii) information given by the Accountholder to the Bank is found to be false, incomplete or inaccurate;
  - (iv) if the Accountholder is insane or dies;
  - (v) if the Bank no longer knows the whereabouts of the Accountholder;
  - (vi) if suspicious or abnormal transactions are being carried out on the Account and/or Card and the Bank is of the opinion that suspension and/or termination is reasonably required to prevent fraudulent or unauthorised transactions;
  - (vii) if the Accountholder breaches any laws or regulations in relation to the use of the Account and/or Card;
  - (viii) if the Banks suspects that the Account and/or Card is being used for illegal activity or purposes;

- (ix) if the Bank suspects that the Account and/or Card is being used for commercial purposes such as the purchase of goods for resale;
- (x) if due to the Accountholder's domicile, nationality, residency status, tax status, or any other relevant status, by allowing the Accountholder to continue to use the Account and/or Card, the Bank might breach any applicable law or regulations, its internal requirement, policies or its usual business practice and procedures;
- (xi) if due to any law or change of any law or regulatory requirement (whether or not having the force of law), it might become unlawful or the Bank is prevented from allowing the Accountholder the continued use of the Account and/or Card; or
- (xii) if any regulatory authority or other fiscal or monetary authority (whether or not having the force of law) requests the Bank to stop the Accountholder's use of the Account and/or Card.

18.6 On termination or closure of the Account and/or cancellation of the Card, there shall be no refund or partial refund of any fees or charges to the Accountholder.

18.7 The Bank shall pay the balance in the Account to the Accountholder within thirty (30) calendar days of the Account closure via bank draft or fund transfer to an account specified by the Accountholder or the Accountholder's Other Accounts.

## **19. CANCELLATION / SUSPENSION BECAUSE OF TERRORISM OR OTHER CHANGE IN CIRCUMSTANCES**

19.1 Additionally, the Bank may also :-

- (i) suspend the Account and/or Card; and/or
- (ii) cancel the Account and/or Card;

if there has been a change in circumstances or any event or series of events (including acts of violence, terrorism, hostility or war, national emergency, rebellion, revolution, insurrection, usurpation or other calamity) occur in or outside Malaysia which in the opinion of the Bank:-

- (i) renders it riskier, more costly or more inconvenient for the Bank to continue to make available the Account and/or Card for the Accountholder's use or to comply with its obligations under this Agreement; or
- (ii) could affect the ability or willingness of the Accountholder to comply with this Agreement or makes it improbable that the Accountholder would be able or willing to do so.

## **20. ACCOUNTHOLDER'S RESPONSIBILITY AND LIABILITY**

- 20.1 The Accountholder is fully responsible for all transactions including any entry errors at point of sales terminals and whether or not processed with the Accountholder's knowledge, acquiescence or authority.
- 20.2 The Accountholder hereby authorises the Bank to debit the Account with the amount of any payment, purchase, cash withdrawal or fund transfer carried out using the Card as per the Bank's record of transactions.
- 20.3 The Accountholder must use utmost care, diligence and precautions to prevent the loss, theft or fraudulent use of the Card and to prevent the disclosure of the Card details or PIN to any other person. The duty to use utmost care, diligence and precautions to prevent the loss, theft or fraudulent use of the Card and to prevent the disclosure of the Accountholder's PIN to any other person includes:-
- never using a PIN selected from the Accountholder's birth date, identity card, passport, driving license or contact numbers;
  - never allowing anyone else to use the Card and PIN;
  - never writing the PIN on the Card or any item normally kept with or in close proximity with the Card;
  - never writing the PIN in a way which can be understood by someone else;
  - never disclosing the Card details or PIN to anyone else; and
  - not letting the Card out of the Accountholder's sight and possession.
- 20.4 The Accountholder shall indemnify and hold the Bank harmless against any liability for loss, damage, costs and expenses (legal or otherwise) arising from the Accountholder's breach of such duty.
- 20.5 The Accountholder must notify the Bank immediately by contacting the Bank's Call Centre or visiting the Bank's branch:-
- (i) after discovering that the Card is lost or stolen or if the PIN may have been compromised or if any unauthorised transaction(s) had occurred;
  - (ii) when the Accountholder receives an SMS transaction alert for a transaction that was not authorised by the Accountholder; and
  - (iii) when the Accountholder has changed his contact number.
- 20.6 The Bank may require the Accountholder to provide the Bank with a police report within seven (7) calendar days from the date of the loss and/or theft and/or disclosure of the PIN to a third party. The Bank may issue the request in writing or verbally and record such verbal request. The Accountholder agrees for telephone instructions or requests to be recorded and maintained by the Bank and hereby agrees that such records shall be conclusive and binding for all purposes.
- 20.7 The Bank may act on the Accountholder's telephone instructions and shall not be liable to the Accountholder for any loss or damage incurred or suffered by as a result of such action.
- 20.8 The Accountholder agrees to the recording and retention of the Accountholder's telephone calls with the Bank and agrees to indemnify and keep the Bank indemnified against all losses, claims, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank howsoever arising out of or in connection with all such instructions.

20.9 If the Card is lost or stolen and/or the PIN is compromised, the Accountholder remains liable for all charges incurred on the Card before the Bank receives written or verbal notification from the Accountholder for the loss and/or theft of the Card and/or disclosure of the PIN. The Accountholder shall be liable for:-

20.9.1 PIN-based unauthorised transactions, if the Accountholder:-

- (i) acts fraudulently;
- (ii) does not notify the Bank as soon as reasonably practicable after discovering the loss or unauthorised use of the Card;
- (iii) voluntarily disclosed the PIN to another person; or
- (iv) recorded the PIN on the Card, or on anything kept close to the Card;

20.9.2 unauthorised transactions which require signature verification or use of the Card for Contactless Transaction, if the Accountholder:-

- (i) acts fraudulently;
- (ii) does not notify the Bank as soon as reasonably practicable after discovering the loss or unauthorised use of the Card;
- (iii) left the Card unattended or failed to keep the Card safe; or
- (iv) voluntarily allows another person to use the Card.

20.10 If the Accountholder is not satisfied with the Bank's decision relating to unauthorised transactions and/ or any other matter, the Accountholder may refer the dispute to the Ombudsman for Financial Services to resolve the dispute.

20.11 If the Accountholder's reported lost or stolen Card is found, the Card can no longer be used.

20.12 The Bank is not required to issue a replacement Card to the Accountholder after it is lost or stolen. However, if the Bank decides to issue a replacement Card, the Bank may charge a fee and insist that the Accountholder gives the Bank such indemnity that the Bank may require of the Accountholder. The replacement Card shall also be subject to this Agreement.

## **21. RENEWAL OF CARD**

Prior to expiry of the Card, the Bank may issue a replacement Card. The Bank reserves its right to refuse to issue a replacement Card and will inform the Accountholder of its decision.

## **22. STATEMENT OF ACCOUNT**

22.1 The Accountholder agrees that:-

- (i) Statements relating to the use of the Card and all fees, handling charges, additional charges and any other applicable fees and charges debited to the Account will be made available to the Accountholder online at CIMB Clicks and all Statements shall be deemed to have been received by the Accountholder upon it being made available at CIMB Clicks;
- (ii) the Bank may select any day of the month as the monthly Statement date; and
- (iii) the Accountholder must carefully read and examine all entries in the Statement within fourteen (14) calendar days from the date the Statement is deemed received and any error or discrepancy in the

Statement must be notified to the Bank immediately. If not, the Accountholder will be deemed to have conclusively accepted the contents of the Statement as true and correct and may not be entitled to have any errors or discrepancies corrected.

- 22.2 If the Accountholder requests for printed copies of the monthly Statements, the Bank may charge a fee as stated on the Bank's website and such amount may be debited from the Account. The Bank shall not be obliged to furnish the Accountholder with any Statements, or copies of sales slips or other transaction records which have occurred more than twelve (12) months from the date of the Accountholder's request.

### 23. WAIVER

The rights of the Bank in this Agreement are cumulative and are in addition to its rights, available under law and may be exercised as many times as it deems fit. The Bank's rights can only be waived or varied by an express waiver or variation in writing. Any failure or delay in exercising rights shall not be treated as a waiver or variation of the Bank's right. A wrongful or partial exercise of the Bank's rights shall also not prevent the Bank from further exercise of those rights. Negotiations with the Accountholder or any other conduct by the Bank shall not be treated as a suspension of the Bank's rights or prevent the Bank from exercising such rights.

### 24. RIGHT OF SET-OFF AND RIGHT OF DEBIT

- 24.1 The Bank may combine and consolidate the Account with the Accountholder's Other Accounts (the "**Deposit Accounts**"), and set-off and/or transfer any credit balance in the Deposit Accounts in or towards the satisfaction of any of the Accountholder's liabilities to the Bank, whether such liabilities to the Bank are actual, contingent, primary, collateral, several, joint, or in other currencies (the "**Indebtedness**") by giving the Accountholder seven (7) calendar days prior notice, during which time the Bank may freeze the monies in the Deposit Accounts. Upon the expiry of the notice period, the Bank may set-off the entire credit balance from the Deposit Accounts towards settlement of the Indebtedness.
- 24.2 The Bank's right to freeze the Deposit Accounts and to set-off can be exercised in respect of (a) any joint current account and or any other joint accounts of the Accountholder and utilised to set-off the Indebtedness incurred to the Bank by any one or more of the joint account holders and or by any one or more of the joint account holders with any other persons; (b) the Accountholder and or any one or more of the joint account holders who has committed an act of bankruptcy or who has had a bankruptcy notice and or petition for bankruptcy or winding up filed against the Accountholder or any one or more of the joint account holders; (c) the Accountholder or any one or more of the joint account holders who has been declared bankrupt or wound up; and (d) any Accountholder who has died or of any one or more of the joint account holders who has died.
- 24.3 The Bank is irrevocably allowed to debit the Account for making the following payments:
- (i) fees, costs, expenses, charges payable howsoever incurred and or charged for the Accountholder's Other Accounts;
  - (ii) taxes, stamp duty and any other levies or charges imposed by the government and payable by the Accountholder for the Account and/or Accountholder's Other Accounts;
  - (iii) loss and or damage howsoever suffered or incurred by the Bank in carrying out any requests and instructions of the Accountholder and or in providing the services in relation to the Account pursuant to this Agreement;
  - (iv) amounts owing to the Bank arising from any indemnities and/or guarantees given by the Accountholder in favour of the Bank for the provision of any other services and facilities by the Bank to the Accountholder;

- (v) payments made, transferred or credited into the Account due to the Bank's error and or due to any claims by any third parties that the relevant amount had been mistakenly paid by the third party into the Account and or due to any claim by the third party that he or she had been deceived, defrauded or misled into making the payment into the Account and or due to any of the Bank's operational and or systems errors or malfunction and or any other causes which are beyond the Bank's reasonable control;
- (vi) proceeds of money instruments which have been credited by the Bank into the Account earlier if the money instruments are subsequently dishonoured;
- (vii) sums credited into the Account due to suspected tampered instruments / instructions / fraudulent transactions, regardless of whether the Accountholder is involved;
- (viii) payments due to requests from Bank Negara Malaysia and or the Royal Malaysia Police and/or any other authorities pursuant to any applicable laws;
- (ix) legal fees, disbursements, expenses and costs (on a solicitor and client basis and full indemnity basis) incurred by the Bank due to any:
  - (a) recovery of indebtedness due under any facilities or loans granted by the Bank to the Accountholder;
  - (b) garnishee proceedings filed and served on the Bank and where the Bank is named as a garnishee in respect of the Account and or the Accountholder's Other Accounts;
  - (c) interpleader or any other court proceedings filed by the Bank in respect of the Account and/or the Accountholder's Other Accounts;
  - (d) injunction or any other court proceedings initiated against the Account and/or the Accountholder's Other Accounts, whether or not the Bank is named as a party; and
  - (e) legal proceedings filed against the Bank by the Accountholder or any other party involving the Current Account and/or the Accountholder's Other Accounts if the Bank is successful in its defense of the said legal proceedings; and
- (x) advance payments paid to the Accountholder and or any third party under any arrangement entered into between the Bank and the Accountholder and or under any facility granted by the Bank to the Accountholder.

## 25. LIMITATION OF LIABILITY AND INDEMNITY

25.1 The Accountholder agrees to fully indemnify the Bank and hold the Bank harmless against all penalties, damages, claims, losses, costs, expenses (including legal costs on a solicitor and client basis), taxes or duties which may be incurred by the Bank in connection with any or all of the accounts whatsoever or the Bank's execution of any instructions (notwithstanding such instructions may be fraudulent or unauthorized) unless the account holder can prove that these penalties, damages, claims, losses, costs, expenses, taxes or duties are caused by the gross negligence and or willful default of the Bank.

25.2 The Accountholder further agrees that all funds, monies, securities and other whatsoever valuables and properties belonging to the Accountholder and deposited with the Bank under the Account and or the Accountholder's Other Accounts (the "**properties**") shall automatically become security to the Bank and the Bank shall be entitled to (i) set off and or debit any monies forming the properties or proceeds arising from the sale of the properties for the purpose of effecting payment of any liabilities incurred by the Accountholder to the Bank in this Agreement (ii) retain or withhold the properties until the Accountholder's liabilities to the Bank are fully settled.

25.3 In relation to Clause 26.1, the Bank will let the Accountholder know the amount of sum to be indemnified and the Bank's certificate evidencing of such sums shall be deemed final, binding and conclusive and the Bank may also debit the said sum from the Account.

25.4 The Bank shall not be responsible for any loss, damage, injury, inconvenience or embarrassment suffered by the accountholder by reason of delay in performance or non-performance of the Bank's obligation due to any cause beyond the Bank's reasonable control, including but not limited to computer, electronic, electrical, system failure, malfunction, interruption or break down for any length of time.

## **26. BANK NOT LIABLE FOR ACTS OF MERCHANTS AND OTHER THIRD PARTIES**

26.1 The Bank is not responsible if any merchant, bank and/or Mastercard member institution refuses to accept the Card or there is any defect or deficiency in the goods or services supplied to the Accountholder. All disputes must be resolved directly between the Accountholder and the merchant or supplier concerned and the Accountholder must not involve the Bank in the dispute. No claim by the Accountholder against any merchant or supplier may be the subject of any set-off or counter-claim against the Bank. The Accountholder agrees to pay for the charges posted to the Account and shall not withhold payment to the Bank because it has any complaint against any merchant or supplier. If the Accountholder wishes to return any goods or cancel services obtained against the Card, all refunds must be by way of a credit note issued by the merchant or supplier to the Bank. Upon receipt of the credit note, the Bank shall credit the refund back into the Account. No cash refunds are allowed.

26.2 The Bank is also not responsible for losses incurred or any embarrassment or inconvenience suffered by the Accountholder if the Card is not accepted for cash withdrawals, the Card is rejected by any ATM, the Card is not renewed, is restricted, cancelled, or has its limit is reduced, or if the Bank has acted reasonably to protect its rights under and in this Agreement, unless caused directly by the Bank's gross negligence and wilful default.

## **27. AMENDMENTS**

27.1. The Bank may vary (whether by modifying, adding to, deleting from or otherwise amending) ("**Amendment**") any of these terms and conditions by giving the Accountholder at least twenty-one (21) calendar days' prior notice.

27.2. The Amendments shall apply on an effective date specified by the Bank. The Accountholder may close the Account and cancel the Card if the Accountholder does not agree to the Amendments. By keeping the Account and Card, and/or using the Card after the effective date of the Amendment, the Accountholder is deemed to have accepted the Amendment without reservation.

27.3. This Agreement (and its Amendments) is intended to be a complete statement of all of the contractual terms with regard to matters relating to the Account and/or Card and supersedes any previous agreements and understandings between the Bank and the Accountholder.

## **28. SERVICE OF NOTICES**

28.1. Notices and other communication to the Accountholder will be via any of the following modes and will be deemed to have been served on the Accountholder accordingly:

- (i) if sent by post, on the seventh (7th) day after posting; or
- (ii) if delivered personally, at the time of delivery or despatch; or
- (iii) if by courier, immediately on acknowledgment on the courier consignment note; or

- (iv) if by any forms of instantaneous communication (including e-mail, short message service (sms) and voice recording), immediately; or
- (v) if by publication on the Bank's website or at any of the Bank's branches, on the day of publication.

28.2. The Accountholder is responsible to ensure notices and/or communication from the Bank are not read or accessed by any third party. The Bank shall not be responsible in any manner for (i) any embarrassment caused or for any loss or damage, if such notices and/or communication from the Bank are read or accessed by any third party; and (ii) any other loss or damage suffered by the Accountholder caused by any:-

- (i) error in transmission;
- (ii) inaccuracy, incompleteness, delay, non-delivery or wrongful transmission to any third party;
- (iii) improperly-accessed information, or wrongful or unauthorised use or interpretation of the information sent;

and claim for libel or slander arising from any information sent unless the Accountholder shows it arises from and is caused directly by the Bank's gross negligence or wilful default.

28.3. Notifications may be sent in Bahasa Malaysia, English or other languages the Bank chooses.

28.4. Any notice given to the Accountholder may be signed by a director, manager, assistant manager, officer or any solicitor purporting to act on the Bank's behalf. If the notice is computer generated, then no signature will be required.

28.5. The Accountholder must notify the Bank promptly if there is any change of the Accountholder's (i) mailing address(es), (ii) e-mail address(es), (iii) telephone number(s) and/or (iv) other particulars recorded with the Bank, via designated channels permitted by the Bank, to ensure that all notices and/or communications reach the Accountholder in a timely manner.

28.6. The Accountholder understands that actual notice must be given to the Bank of any change in address in order for such change of address to be effective and binding on the Bank.

28.7. In addition, if there is any change to the Accountholder's (i) telephone number(s); (ii) e-mail address(es); and/or (iii) other particulars recorded with the Bank, the Accountholder must notify the Bank promptly to ensure that all correspondence and/or communications reach the Accountholder in a timely manner.

28.8. Service of any court process or delivery of cheque, bank draft, cashier's order or the Card or any other document or item may also be carried out by ordinary post or by hand or by courier service to the last known mailing address of the Accountholder in the Bank's record. Notices shall be deemed served seven (7) calendar days after posting if it is sent by post and at the time of delivery, if delivered by hand or courier. Service of court process may also be carried out in any other manner allowed by the law.

## **29. FURTHER DOCUMENTS**

The Accountholder agrees to sign or produce all extra documents if requested by the Bank.

## **30. CONCLUSIVE EVIDENCE CERTIFICATE**

Any certificate issued on behalf of the Bank by any bank officer in relation to any matter relating to the Card, including the amount available in the Account, shall be conclusive evidence against you for all purposes (including legal proceedings), unless there is manifest error.

## 31. DISCLOSURE OF INFORMATION

31.1 Subject to the provisions below which (i) prohibit disclosure of information to entities within the corporate group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("**Group Companies**") if objected to by the Accountholder; and (ii) require the Accountholder's express consent for disclosure of information to third parties for the stated purposes, the Accountholder hereby agrees and authorises the Bank to disclose any information relating to the Accountholder, the Accountholder's affairs and/or the Accountholder's Other Accounts to:

- the Bank's agents, service providers, auditors, legal counsel and professional advisers in or outside Malaysia;
- the Credit Bureau established by Bank Negara Malaysia, DCHEQS and other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank;
- Group Companies whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia;

for facilitating the business, operations, facilities and services of or granted or provided by the Bank and/or the Group Companies to their customers; as well as:

- to Mastercard, any company and/or organisation that assist or facilitate the processing and/or fulfillment of transactions or instructions that the Accountholder has requested and/or given to the Bank; and
- any potential transferee or assignee with whom the Bank is negotiating the transfer, assignment and novation of this Account,

Disclosure to Group Companies shall be for facilitating the operations, businesses, cross-selling and other 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 the Accountholder** 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 the Accountholder): Customer Resolution Unit (CRU). P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan. Tel:+603 6204 7788 / e-mail: cru@cimb.com.

Further, where the Bank intends to share the Accountholder's information (excluding information relating to the Accountholder's affairs or account) with third parties for strategic alliances, marketing and promotional purposes, the Bank shall ensure that consent from the Accountholder has been obtained.

31.2 The Accountholder hereby agrees and expressly authorises and invites the Bank's employees, independent contractor, representatives and/or agents to contact the Accountholder from time to time through personal visits or oral communication effected via any means of communication including but not limited to telephone calls regarding any promotion.

31.3 In addition to the Bank's rights under Clause 31.2, the Bank is authorised to contact and/or notify the Accountholder by post and or electronic mail and or telephone and or short messaging service (SMS) and or courier service and or any other reasonable mode of communication selected by the Bank based on existing mailing address(es), e-mail address(es), telephone number(s) and or any other contact particulars of the Accountholder deposited or recorded with the Bank. Information or notification so sent by the Bank shall comprise of such information or notification which the Bank deems appropriate or necessary and may include but not limited to any information in relation to the Account and or any information relating to any services, benefits, promotions, programmes of the Bank and or of any other party held jointly or in conjunction with the Bank.

## **32. PRIVACY**

- 32.1 The Accountholder hereby confirms that the Accountholder has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at [www.cimbbank.com.my](http://www.cimbbank.com.my)) and the clauses herein, as may relate to the processing of the Accountholder's personal information. For the avoidance of doubt, the Accountholder agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
- 32.2 In the event the Accountholder provides personal and financial information relating to third parties, including information relating to the Accountholder's next-of-kin and dependents, for the purpose of opening or operating the Accountholder's account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, the Accountholder (a) confirms that the Accountholder has obtained their consent or are otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with this Agreement; (b) agrees to ensure that the personal and financial information of the said third parties is accurate; (c) agrees to update the Bank in writing in the event of any material change to the said personal and financial information; and (d) agrees to the Bank's right to terminate this Account should such consent be withdrawn by any of the said third parties.
- 32.3 Where the Accountholder instructs the Bank 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 the Bank and/or our agents to enter into any cross-border transaction on the Accountholder's behalf, the Accountholder agrees to the above said disclosures on behalf of the Accountholder and others involved in the said cross-border transaction.
- 32.4 The Bank may use a credit reporting/reference agency to help make decisions, for example when the Bank 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 Accountholder's portfolio(s); and/or recover debts. The Accountholder will be linked by credit reporting/reference agencies to any other names the Accountholder uses or have used, and any joint and several applicants. The Bank may also share information about the Accountholder and how the Accountholder manages the Accountholder's account(s)/facility(ies) with relevant credit reporting/reference agencies, and for any of these credit reporting agencies to disclose the Accountholder's information to its subscribers for purposes of fraud detection and fraud prevention.
- 32.5 Even after the Accountholder has provided the Bank with any information, the Accountholder will have the option to withdraw the consent given earlier. In such instances, the Bank will have the right to not provide or discontinue the provision of any product, service, account(s) and/or facility(ies) that is/are linked with such information.
- 32.6 The Bank reserves the right to amend this clause from time to time at its sole discretion and shall provide not less than twenty-one (21) days' prior written notice to the Accountholder and place any such amendments on the Bank's websites and/or by placing notices at the banking halls or at prominent locations within the Bank's branches.
- 32.7 For the purposes of this Clause 32, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 7 of the Companies Act 2016 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 "the Bank" and "the Bank's" are to be read as references to the CIMB Group.
- 32.8 This clause shall be without prejudice to any other clause in this Agreement which provides for the disclosure of information.

### **33. NO ASSIGNMENT**

33.1 The Accountholder shall not transfer or assign any of the Accountholder's rights, benefits and obligations under this Agreement without the prior written consent of the Bank and any purported assignment or transfer without such consent shall will be null and void.

33.2 The Bank will be entitled at any time to sell, transfer or assign all or any part of its rights, title, interest, benefits and obligations under this Agreement to any person without your consent provided such sale, transfer or assignment does not materially and adversely affect the Accountholder's rights and interests. The Bank will give the Accountholder at least seven (7) calendar days' prior notice of any such sale, transfer or assignment.

### **34. SEVERABILITY**

If any of the provisions of this Agreement become invalid, illegal or unenforceable under any law, the remaining provisions shall remain valid and enforceable and shall not in any way be invalidated or rendered unenforceable.

### **35. RECONSTRUCTION OF THE BANK**

The Accountholder's obligations and liabilities under this Agreement shall continue even after any amalgamation, reconstruction or change in or of the constitution of the Bank.

### **36. FORCE MAJEURE**

The Bank shall not be liable or held responsible if the Bank is unable to carry out any of its obligations because of any failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, any act beyond the Bank's control or any other event which is in the nature of a force majeure.

### **37. SUCCESSORS**

This Agreement shall be binding on your heirs, personal representatives and successors-in-title of the Accountholder and on the Bank's successors-in-title and assigns.

### **38. TIME OF THE ESSENCE**

Time wherever mentioned shall be the essence of this Agreement.

### **39. APPLICABLE LAW AND JURISDICTION**

This Agreement will be governed by and construed in accordance with the laws of Malaysia and the parties agree to submit to the jurisdiction of the Malaysian courts.

### **40. PUBLICATION OF THIS AGREEMENT ON BANK WEBSITE**

40.1 This Agreement is published at the Bank's website at [www.cimbbank.com.my](http://www.cimbbank.com.my).

40.2 If you have any feedback and/or complaints, please contact the Bank's Customer Resolution Unit ("CRU") at the contact details below:-

**Customer Resolution Unit**

P.O. Box 10338,

GPO Kuala Lumpur

50710 Wilayah Persekutuan

**Tel:** +603-6204 7788

**E-mail address:** [cru@cimb.com](mailto:cru@cimb.com)