

IMPORTANT NOTICE DATED: 21/OCTOBER/2022
NOTICE OF AMENDMENTS TO CIMB CLICKS MALAYSIA TO SINGAPORE TRANSFER TERMS AND CONDITIONS

Dear valued customers,

We wish to inform you that the Malaysia to Singapore Transfer Terms and Conditions Governing CIMB Clicks will be amended as set out in the below table and shall take effect and be binding with effect from 14/11/2022. A tabulation of the amended clauses are as follows:

Clause No	Current Clause	Clause No	Amended Clause
Title	Singapore Fund Transfer Terms and Conditions CIMB Cross Border Account Transfer (Malaysia - Singapore)	Title	Singapore Fund Transfer Terms and Conditions CIMB Cross Border Account Transfer (Malaysia to Singapore)
1.1	CIMB Cross Border Account Transfer (the "Service") is provided by CIMB Bank Berhad (13491-P) and CIMB Bank(Singapore) jointly ("we", "us" or "our", as the case may be). The Service enables existing CIMB Clicks users registered in Malaysia ("you", "your", or "yours", as the case may be) to transfer fund from their CIMB Accounts (the "Accounts" or "Information") held in CIMB Bank Berhad to CIMB Bank(Singapore) on CIMB Clicks at www.cimbclicks.com.my (the "Web site"). The Service is not available in all countries and is limited to Malaysia and Singapore only.	1.1	CIMB Cross Border Account Transfer (" Service ") is provided by CIMB Bank Berhad [Registration No: 197201001799 (13491-P)] and CIMB Bank Berhad (Singapore branch) collectively known as we, us or our, as the case may be. The Service enables CIMB Clicks users ("you", "your", or "yours", as the case may be) registered in Malaysia to transfer fund via CIMB Clicks at www.cimbclicks.com.my ("Website") from their CIMB accounts ("Account(s)") held with CIMB Bank Berhad and/or CIMB Islamic Bank Berhad to their account(s) with CIMB Bank Berhad (Singapore branch). This Service is applicable to Malaysia and Singapore only and not to any other countries.
2.1	The following terms and conditions govern your use and access to this Service. Please read these terms and conditions ("Terms") and if you are agreeable to the terms stated herein, indicate your acceptance before you begin using the Service and perform the fund transfer.	2.1	The following terms and conditions govern your use and access to this Service. Please read these terms and conditions (" Terms and Conditions ") and if you are agreeable to the terms stated herein, indicate your acceptance before you begin using the Service and perform the fund transfer.

2.2	<p>You will be asked to agree to or accept the terms and conditions by clicking on an "I agree", "I accept" or other similarly worded button or entry field with your mouse, keystroke, or other computer device. By doing so, you expressly consent to be governed by the entire terms and conditions, failing which you will not be granted access to this Service. If you do not accept or are not agreeable to any of the Terms and Conditions set out herein, you are advised to immediately discontinue use or access to this Web site.</p>	2.2	<p>You will be asked to agree to or accept the Terms and Conditions by clicking on an "Yes", or other similarly worded button or entry field with your mouse, keystroke, or other computer device. By doing so, you expressly consent to be governed by the entire Terms and Conditions, failing which you will not be granted access to this Service. If you do not accept or are not agreeable to any of the Terms and Conditions set out herein, you are advised to immediately discontinue use or access to this Website.</p>
2.3	<p>You confirm that you are the legal owner of the accounts that you are requesting to make the fund transfer.</p>	2.3	<p>You confirm that you are the legal owner of the Account(s) that you are requesting to make the fund transfer.</p>
2.4	<p>You acknowledge that during your use of the Service, information about you and your accounts may be transferred cross-border to facilitate the granting of the Services, and you hereby consent to such transfer of information that may be necessary for the transfer and release us from any duty we might otherwise have to observe the banking secrecy and / or privacy laws of both Malaysia and Singapore.</p>	2.4	<p>You acknowledge that during your use of the Service, information about you and your Account(s) may be transferred cross-border to facilitate the granting of the Services, and you hereby consent to such transfer of information that may be necessary for the transfer and release us from any duty we might otherwise have to observe the banking secrecy and / or privacy laws of both Malaysia and Singapore.</p>
2.6	<p>You agree to comply with any instructions we notify to you at any time in connection with the use of the Service or the security of the Service. No request will however be made for your login credential such as username and password(s). You agree not to use the Service for unlawful activities or to facilitate any illegal purposes.</p>	2.6	<p>You agree to comply with any instructions we notify to you at any time in connection with the use of the Service or the security of the Service. No request will be made to request for your login credential such as username and password(s). You agree not to use the Service for any unlawful activities or to facilitate any illegal purposes.</p>
2.7	<p>We reserve the right to immediately discontinue, suspend or terminate upon giving reasonable notice your right to access and use the Service at any time. We retain the discretion to impose conditions on the suspension including the period of suspension and imposition of further terms and conditions for reinstatement of the Services.</p>	2.7	<p>We reserve the right to immediately discontinue, suspend or terminate your access and use of the Service at any time upon giving you notice. We reserve the right to impose any conditions on the suspension including the period of suspension and imposition of further terms and conditions for reinstatement of the use of the Service.</p>

2.8	We reserves the right upon giving adequate notice to add, delete or amend any of the provisions stated herein at any time. Any variations, additions, deletions or amendments ("the Amendment") to the provisions herein shall be binding on you and be deemed to be brought to your attention by its display at the Bank or by a notice sent by the Bank to your last known address or advertised in one newspaper or via the Bank's web site and the Amendment shall be deemed binding on you as from the date of notification of the Amendment or from such other date as may be specified by the Bank in the notification.	2.8	The Terms and Conditions are subject to change from time to time (whether by adding to, deleting form or otherwise amending) ("Amendment") by giving at least twenty-one (21) calendar days' prior notice. Notice shall be communicated by posting a notice in our Website and/or by any other means of notification as we may select and the Amendment shall be binding on you from the date of notification of the Amendment or from such other date as may be specified in the notification.
3.1	You agree to keep your account information up to date and accurate at all times.	3.1	You agree to keep your Account(s) information up to date and accurate at all times.
4.1	We will take reasonable care to ensure that any information provided to you through your use of the Service is an accurate reflection of the information contained in our computer systems. All terms which is available on this web site and the services herein are provided on an "as is" and "as available" basis and are strictly meant for your reference and information only, and shall not, at any time whatsoever, be assumed or deemed to be intended for any business or commercial purposes.	4.1	We will take reasonable care to ensure that any information provided to you through your use of the Service is an accurate reflection of the information contained in our computer systems. All terms which is available on this Website and the Service herein are provided on an "as is" and "as available" basis and are strictly meant for your reference and information only, and shall not, at any time whatsoever, be assumed or deemed to be intended for any business or commercial purposes.
4.2	We do not give any kind of warranty, whether express, implied or statutory, including but not limited to warranties of non-infringement or that it will operate error free or that the system is virus free. We also do not warrant that this web site, the Service herein and the Terms will meet your requirements, will operate uninterrupted in a timely manner or is secure.	4.2	We do not give any kind of warranty, whether express, implied or statutory, including but not limited to warranties of non-infringement or that it will operate error free or that the system is virus free. We also do not warrant that this Website, the Service herein and the Terms and Conditions will meet your requirements, will operate uninterrupted in a timely manner or is secure.
4.3	Notwithstanding the generality of the Terms, we shall not, at any time whatsoever, be liable to you or any other person for any damage or loss suffered (including all direct, indirect, special or consequential damages, economic loss, loss of profits or loss of opportunity)	4.3	We shall not be liable to you for any loss that you may incur or otherwise suffer, however arising or described and whatever the legal basis of the liability in connection with our provision of the Service, unless the loss was caused by

	arising from: 4.3.1 any interruption or unavailability of this web site, the services herein or delay or error in any transmission or communication pertaining to your access and use of this website and/or the services herein; 4.3.2 any disclosure (inadvertent or otherwise) of any information concerning you or for any error, omission or inaccuracy with respect to any information so disclosed; 4.3.3 compliance or non-compliance of your instructions.		fraud, gross negligence or wilful default on our part. We shall not be liable for any indirect or consequential loss or loss of profit whether or not they were foreseeable.
4.4	You must ensure that all transfers of payment from one account to another are in compliance with Exchange Control Act 1953 and any amendments thereto and further ensure that the conversion of monies for transfer are in compliance with prevailing guidelines of the relevant ECM Notices and amendments thereto.	4.4	You must read and understand the Bank Negara Malaysia (BNM) Foreign Exchange Notice made pursuant to the Financial Services Act 2013 and Islamic Financial Services Act 2013 at BNM website at http://www.bnm.gov.my and ensure all information provided by you and all conversion of monies for transfers from one account to another performed by you using the account(s) maintained with us and CIMB Islamic Bank Berhad are in compliance with BNM Foreign Exchange Notice at all times.
4.5	You agree and authorize us to disclose to any regulatory authority or to any party, any information about or with regard to your affairs and/or banking accounts as authorized by law or for as such purposes as the Bank may deem reasonably necessary.	4.5	Without prejudice to the our other rights of disclosure of information as contained in the terms and conditions of your account(s) held with us, you hereby agree and authorize us to disclose any information that you have furnished to us to: (i) the receiving beneficiary bank; (ii) any correspondent, agent, sub-agent, another bank, a clearing house, a payment, clearing or settlement system or other payment intermediary (each a "payment intermediary"); (iii) to Bank Negara Malaysia in accordance with Foreign Exchange Notice made pursuant to the Financial Services Act 2013/ Islamic Financial Services Act 2013 and the Central Bank of Malaysia Act 2009; and (iv) to any authorities or other party as authorized by law.

4.6	<p>In any event, we will not be liable for any loss or damage arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings arising in connection with your access or use or the inability to access or use the Web site (or any third party link to or from the Web site), reliance on the information contained on the Web site, any technical, hardware or software failure of any kind, any interruption, error, omission, delay in operation, computer viruses, or otherwise. This exclusion clause shall take effect to the fullest extent permitted by law.</p>	4.6	<p>In any event, we will not be liable for any loss or damage arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings arising in connection with your access or use or the inability to access or use the Website (or any third party link to or from the Website), reliance on the information contained on the Website, any technical, hardware or software failure of any kind, any interruption, error, omission, delay in operation, computer viruses, or otherwise. This exclusion clause shall take effect to the fullest extent permitted by law.</p>
4.7	<p>You agree to indemnify and fully compensate us and our service providers from any third party claims, liability, damages, losses, expenses, costs, (including, but not limited to, legal fees) and taxes caused by or arising from your breach of these Terms or by your infringement of any of our intellectual property rights.</p>	4.7	<p>You acknowledge and agree to indemnify and fully indemnify us and our service providers from any third party claims, liability, damages, losses, expenses, costs, (including, but not limited to, legal fees) and taxes caused by or arising from your breach of these Terms and Conditions or by your infringement of any of our intellectual property rights.</p>
4.8	<p>You must ensure adequate and sufficient funds are available in your account to enable us to carry out the fund transfer request and we shall not be liable in failing to carry out any request for fund transfer due to insufficiency of funds in your account.</p>	4.8	<p>You must ensure adequate and sufficient funds are available in your Account(s) to enable us to carry out the fund transfer request and we shall not be liable in failing to carry out any request for fund transfer due to insufficiency of funds in your Account(s).</p>
4.9	<p>You shall ensure the correctness of the account details and we shall not be liable to carry out any request arising from incorrect or inaccurate account details. Further you shall remain fully liable and agree to indemnify us for all loss suffered by us in carrying out your instructions.</p>	4.9	<p>You are solely responsible to ensure that all information, supporting documents and/ or purpose of payment provided to us in relation the fund transfer under the Service are current, accurate and complete. You shall provide to us immediately upon request on any information, supporting documents and/ or purpose of payment related to your fund transfer. If you fail in providing or have provided the information, supporting documents and/ or purpose of payment that is not current, incorrect and incomplete to us, we reserve the right to reject, decline, suspend and/or withhold</p>

			the transaction or funds related to your fund transfer and we shall not be responsible to you for any loss and damage suffered or incurred in consequences of such failure.
4.10	You acknowledge that all transfers will be done in accordance with the prevailing currency rate in force at the relevant time.	4.10	You shall remain fully liable and agree to indemnify us for all loss suffered by us in carrying out your fund transfer instructions except to the extent that the losses are caused by our fraud, gross negligence or wilful default.
4.12	If there is any inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between the Bahasa Malaysia and English version or other language version of the terms and conditions herein, the English version of these terms and conditions shall prevail. Notwithstanding the aforementioned where request had been made and noted and acknowledged by us in our records that the Bahasa Malaysia version of the terms and conditions shall govern the operation of the Services, then the Bahasa Malaysia version of the terms and conditions herein shall prevail.	4.12	These Terms and Conditions are governed by and are to be construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia and other relevant regulatory bodies to which we are subject. By accessing this Website and/or using the Service provided herein by us, you agree that the courts of Malaysia shall have the exclusive jurisdiction to hear any disputes arising out of or in connection to the use of this Website and/or the Service.
		5	We and payment intermediaries are entitled to act in accordance with the laws, regulations, directives and orders (each "a regulation") of various governmental, quasi-governmental and self-regulatory authorities operating in various jurisdictions (each "an authority") and also to the respective policies and procedures (each "a policy") adopted by us and payment intermediaries relating to, without limitation: anti-money laundering; counter-terrorism financing; security, diplomatic, trade, financial, economic and other embargoes and sanctions; court orders; investigations; taxes; transaction review and monitoring; and reporting requirements. We and payment intermediary may take any action which it considers appropriate in the light of all such regulations and policies including: (i) the interception and investigation of any payment messages and other information or instructions sent to or by you via our

			<p>systems or the payment intermediary systems; (ii) making further enquiries with you and/or any other persons connected to or involved in the relevant funder transfer; (iii) rejection, decline, suspension and/or withholding the fund transfer and funds; (iv) restrain, deduct, impound and/or turn over to an authority, your funds in respect of the fund transfer under the Service; (v) report the fund transfer, its details and your details to one or more authorities; and (vi) take or forbear from taking any other action. In taking any action as aforesaid, you agree we and payment intermediaries shall not be liable for any loss or damage and you shall bear the risk of any delay and losses relating to any and all such actions or forbearance from action. We and payment intermediaries may not be at liberty to disclose the reason and shall have no obligation to disclose the reason for such actions or forbearance from action immediately or at any time.</p>
4.13	<p>Any complaints by the relating to the Services shall be directed to the Bank's Customer Resolution Department bearing the following address, telephone, e-mail and facsimile number (or bearing such other address, e-mail address, telephone and facsimile numbers which the Bank may change by notification) may be contacted: Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan Tel : 603 26192380/ Email : cru@cimb.com</p>	6	<p>For any enquiries relating to the Service, you may visit our website at http://www.cimb.com.my. For feedback and/ or complaints related to the Service, you may contact our Customer Resolution Unit bearing the following address, telephone, email address (or bearing such other address, telephone, email address which we may change by notification to you): Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan Tel : 603 6204 7788/ Email : cru@cimb.com</p>

Please read the amended Terms and Conditions before confirming any foreign transfer transaction.

Thank you.

The Management
CIMB Bank Berhad & CIMB Islamic Bank Berhad