

Terms and Conditions Governing CIMB PROPERTY AUCTION

1. By accessing and using to the CIMB PROPERTY AUCTION (<https://www.cimb.com.my/en/personal/day-to-day-banking/more-services/cimb-property-auction.html>) website (this "Website") operated and maintained by CIMB Bank Berhad [197201001799 (13491-P)] ("the Bank"), you are agreeing to these Terms and Conditions. If you do not agree with these Terms of Condition, you must immediately stop accessing and refrain from using this Website.
2. By accessing this Website and continuing using the services provided therein, you consent to the Bank processing and disclosing your personal data in accordance with the Bank's privacy notice which can be found at the Privacy Policy (<https://www.cimb.com.my/en/personal/privacy-policy.html>).
3. All the content, information and material in any form contained in this Website including but not limited to property related matters is provided on an "as is" and/or "as available" basis for your information or reference only. It shall not be relied on as professional/legal advice and it is not a substitute for consultation with professional consultant/practitioner of the relevant fields.
4. The Bank and/or its agent do not guarantee the credibility/accuracy of the information available in this Website and the Bank and/or its agent shall not be responsible or liable whether directly or indirectly or in any manner whatsoever for any loss or damage caused by or in connection with your use of and/or reliance on any such content, information and material in any form available in or throughout this Website. References to content, information and material contained in this Website include such content, information and material in any form provided by third party(ies).
5. You shall take full responsibility and all necessary steps to ensure the accuracy/credibility of the content, information and material before relying on or acting upon the same.
6. Any links to other websites ("the Links") found in this Website is provided for your convenience only and the Bank reserves the right to disable and/or remove the Links from this Website. The Bank and/or its agent do not guarantee the credibility/accuracy of the content, information and material available via the Links. Nothing contained in the Website shall be construed as to constitute an approval, recommendation or endorsement of any goods, services or products. You shall take full responsibility when accessing the Links.
7. All content, information and material transmitted through the internet is at your own risk.
8. Any listing, name, content, material or information of any persons, merchants or any professional firms found in this Website shall not constitute any endorsement, recommendations or referral of such persons/merchants/firms by the Bank. In deciding to engage any persons/merchants/ professional firms, you should conduct your own independent study, research or inquiry and shall refrain from solely relying on the listing, name, content, material and information published in this Website.
9. Any content, information, material and photograph(s) published in this Website are solely for general identification and references only and the Bank and/or its agent makes no representation or warranty as to the accuracy or the actual condition of the property and to the particulars or details therein including but not limited to the postal address, description of the property, reserve price, etc.
10. The Bank and/or its agents shall not be held liable for any content, information, material and photograph(s) published in this Website under any circumstances or in any manner whatsoever including but not limited to the description, listing, pricing and/or withdrawal of the property from the auction sale.

11. The Bank and / or its agent does not warrant and/or guarantee that: -
 - a. the content, information and material published on this Website will meet your expectation and requirements;
 - b. advertisements contained in this Website, distributed through, or linked, downloaded or accessed from or through this Website or the results that may be acquired from the use of this Website will be accurate or reliable;
 - c. the quality of any property acquired by you based on the information in this Website will meet your expectations; and
 - d. the accessibility and usage of this Website will remain uninterrupted at all times and risk free.
12. The content, information and material in any form downloaded or otherwise obtained through the use of this Website is done at your own discretion and risk and you shall be solely responsible for any direct, indirect or incidental damage or loss suffered as a result thereof. The decision made in relation to any sale and purchase transaction of the auction property is made at your sole discretion and responsibility.
13. Nothing herein shall grant you any right to use or re-produce any of the Bank's intellectual property. The term "the Bank's intellectual property" shall include without limitation any and all trademarks and service marks (whether registered, unregistered or pending registration), logos, trade names or copyright that is owned by the Bank or licensed to the Bank by any third party. By accessing this Website and using the services provided therein, you agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the contents found in this Website.
14. We reserve the right to modify this Website and the content in this Website in any manner and/or to terminate or restrict your access to or use of the same or any part of the same.
15. Where so permitted by the applicable law, all the disclaimers mentioned herein shall be absolutely and strictly enforceable.
16. You understand and acknowledge that any property listed as available for auction sale in this Website is subject to the terms and conditions governing the sale for the specific auction property.
17. Should you intend to bid for the property listed in this Website, you shall obtain a copy of the terms and conditions governing the sale of the property and be solely responsible to inspect the property as well conducting your own searches, enquiries, investigations and verifications on the accuracy and correctness of the particulars and information provided.
18. You shall seek your own independent / professional advice with regard to the sale and purchase of the property.
19. The Bank reserves the right to at any time and from time to time without prior notice withdraw the list of property from this Website and/or the auction without assigning any reasons whatsoever.
20. The Bank makes no guarantee that the property will be sold/auctioned at the reserve price indicated in this Website as the property is subject to the highest bid/price made by interested bidder(s) and such reserve price is therefore subject to change at any time by the Bank without prior notice.
21. The decision of the Bank and / or its agent in relation to the auction shall be final and conclusive and shall not be subject to any dispute and challenge.