

## Terms and Conditions

### CIMB 0% Easy Pay

The word "Card" means any credit cards issued by CIMB Bank Berhad (13491-P) and CIMB Islamic Bank Berhad (671380-H) (collectively referred as "CIMB") eligible for CIMB 0% Easy Pay as may be determined by the Bank from time to time. The word "Cardholder" means the holder of the Card participating in the CIMB 0% Easy Pay or EP (defined below). These terms and conditions will apply in conjunction and read together with the provisions set out in CIMB's Cardholder Terms and Conditions and where there is any inconsistency between the two, these terms and conditions will prevail to the extent it applies to CIMB 0% Easy Pay or EP (defined below). All expressions here will have the same meanings as set out in the CIMB Cardholder Terms and Conditions except where the context otherwise requires or where expressly stated to the contrary.

**"CIMB 0% Easy Pay" or "EP"** means a monthly instalment plan made available to the Cardholder to enable the Cardholder to repay the amounts incurred for his/her purchase of goods and/or services ("**the EP Purchase**") from merchants approved by the Bank by way of instalment repayments without the imposition of any finance charges / facility charges subject to these terms and conditions.

The term "adequate prior notice" shall have the meaning set out in CIMB Bank Cardholder Terms and Conditions and CIMB Islamic Cardholder Terms and Conditions.

#### **Cardholder agrees to the following terms and conditions when the cardholder opted for CIMB 0% Easy Pay :**

1. EP is open to all CIMB principal and supplementary Cardholders (except for CIMB's Platinum Business Cardholder and CIMB's Fuel Tanker Cardholder or any other Cardholder which CIMB may from time to time exclude upon adequate prior notice to the Cardholder) issued by CIMB.
2. Only Cardholders with good standing or whose MasterCard and/or Visa Card Account are not in default or in breach of the CIMB Bank Cardholder Terms and Conditions or CIMB Islamic Cardholders Terms and Conditions are eligible to apply for CIMB 0% Easy Pay or EP. For avoidance of doubt, only the amount incurred within the Cardholder's original credit limit can be converted to EP. The amount using any additional credit limit granted by the Bank on a temporary basis at the point of purchase cannot be converted to EP.
3. EP is only applicable for purchases made by Cardholders using the Card ("**EP Purchases**") at selected approved participating merchants by CIMB, also known as "**EP Merchants**". For the avoidance of doubt, EP Purchases may be subject to the terms and conditions governing the products and services offered by EP Merchants. EP is not available for cash advance, quasi cash and transactions with cash rebates or double Bonus Points, payment of instalment under other instalment payment facility provided by the Bank or any other banks or financial institutions, and settlement of any annual fee, outstanding balances or charges imposed by the Bank under and/or pursuant to the terms of CIMB Bank Cardholder Terms and Conditions and CIMB Islamic Bank Cardholders Terms and Conditions.
4. Subject to any variation or changes as may be determined by the Bank from time to time by giving adequate prior notice to the Cardholder, the Cardholder must meet the minimum spending amount charged to the Card to qualify for EP. The minimum spending required per purchase transaction depends on the Bank's arrangement with the EP Merchants.
5. EP Purchases will be considered a utilization of the Cardholder's Card available credit limit under the Cardholder's MasterCard and/or Visa Card Account. The Cardholder's Card credit limit will be reduced by the amount of the EP Purchase and as each instalment under EP is paid by the Cardholder, the amount equivalent to such instalment paid will in turn, be restored to the Cardholder's credit limit.
6. The Cardholder must choose a tenure for the EP for a minimum of a 3 months period up to 36 months period or such other period as the Bank may determine from time to time ("**the EP Instalment Period**") under CIMB 0% Easy Pay or EP during which time the EP Purchase amount must be paid by way of monthly instalments. ("**the EP Monthly Instalment**"). The Cardholder shall verify and confirm the availability of the EP and the EP tenure with the

participating merchant before applying for the EP. For the avoidance of doubt, the EP tenure selected by the Cardholder cannot be changed subsequently by the Cardholder.

7. The Cardholder may participate more than once in the EP subject to the Cardholder's eligibility for the EP upon the terms and conditions herein contained.
8. For the avoidance of doubt:
  - (a) EP Purchases are subject to the finance charges / facility charges and late payment charges in accordance to the CIMB Bank's Cardholder Terms and Conditions and CIMB Islamic Cardholders Terms and Conditions.
  - (b) Any notification of variation or change to the finance charges / facility charges, late payment charges, amount of any EP Monthly Instalments or number and amount of outstanding EP Monthly Instalments with adequate prior notice to the Cardholder will be applicable to the Cardholder.
9. The EP Monthly Instalment is computed from the sum of the EP Purchase divided by the number of months in the EP Instalment Period. Each EP Monthly Instalment will be treated as a normal purchase transaction on the Cardholder's MasterCard and/or Visa Card Account and is reflected in the Cardholder's next monthly Statement of Account subsequent to such purchase and in each subsequent monthly Statement of Account until all of the EP Monthly Instalment for each EP Purchase has been fully repaid.
10. EP Monthly Instalments form part of the Cardholder's minimum payment due and is specified in the Cardholder's Statement. In this respect:
  - i) CIMB 0% Easy Pay is a 'zero interest/ facility charges' monthly repayment plan. EP Monthly Instalments are determined at the time the CIMB 0% Easy Pay is entered into, which is usually at the point of time or purchase, or as indicated in the Cardholder's Statement, and upon the issuance of the Statement, the Cardholder may make (a) payment in full of the outstanding balance appearing in the Statement specified by the CIMB or (b) the minimum payment due, on or before the payment due date.
  - ii) CIMB 0% Easy Pay is free from interest / facility charges only if the Cardholder settles their outstanding balance in full on or before the payment due date as stated in the Statement; If a Cardholder does not settle in full any particular EP Monthly Instalment as and when those monthly instalment falls due, the Cardholder will be liable for the finance charges / facility charges on the outstanding balance in accordance with CIMB Bank Cardholder Terms and Conditions and CIMB Islamic Bank Cardholders Terms and Conditions.
  - iii) Subject to CIMB Bank Cardholder Terms and Conditions and CIMB Islamic Bank Cardholders Terms and Conditions, Cardholder may choose not to settle the New Balance in full in which case the Cardholder must, on or before the payment due date specified in such Statement, pay not less than the minimum payment due calculated at 5% of the New Balance or RM50.00 whichever is higher.
  - iv) Any unpaid balance arising from the EP Purchases, purchase of goods and/ or services and/or cash advances as at the Due Date shall be subject to the finance charges / facility charges until full repayment of the outstanding balance in accordance with CIMB Bank Cardholder's Terms & Conditions and CIMB Islamic Bank Cardholders Terms and Conditions.
  - v) The finance charges / facility charges shall be chargeable on the balance that remains outstanding in the Cardholder's MasterCard and/or Visa Card Account from the preceding monthly billing statement date arising from the EP Purchases, purchase of goods and/or services and/or cash advances, which shall be calculated on a daily rest basis.
11. Payments will be applied to settle those balances (i.e. items appearing in the Statement) attracting the highest interest / facility charges first.
12. During the EP Instalment Period, if CIMB is compelled to impose additional costs to sustain the EP by reason of (a) any change in law or regulations which give rise to new or additional taxes, higher reserve requirement or similar

aces or (b) a significant change in the monetary situation or economic environment or (c) for any other reason beyond the control of CIMB, the Cardholder agrees to bear such additional cost for maintaining the CIMB 0% Easy Pay or EP. CIMB is irrevocably authorised to debit the MasterCard and/or Visa Card Account of the Cardholder for such additional cost and correspondingly adjust the EP Monthly Instalment before the expiry of the EP Instalment Period.

13. Without prejudice to the above, if the Cardholder is in breach of the CIMB Bank's Cardholder Terms and Conditions and CIMB Islamic Bank Cardholders Terms and Conditions or these Terms and Conditions or in the event of cancellation of the Card or termination of the MasterCard and/or Visa Card Account or closure of the MasterCard and/or Visa Card Account for whatever reason, all monies owing under the CIMB 0% Easy Pay or EP comprising of the total outstanding EP Monthly Instalment and the total unbilled principal of the CIMB 0% Easy Pay or EP together with the applicable finance charges / facility charges and balance of other monies owing under the CIMB 0% Easy Pay or EP will immediately become due and payable by the Cardholder and CIMB may as it deems fit, debit such sums to the Card Account where the CIMB Bank Cardholder Terms and Conditions and CIMB Islamic Bank Cardholders Terms and Conditions will apply to all the said instalments or balance remaining without prejudice to the rights and remedies of CIMB under the CIMB Bank Card Terms and Conditions and CIMB Islamic Bank Cardholders Terms and Conditions.
14. The CIMB 0% Easy Pay or EP is valid only up till the EP Instalment Period or any other extended date(s) as CIMB may, as it deems fit specify.
15. CIMB Bank reserves the right to alter, vary, add, delete and/or change any of the terms and conditions herein at any time and from time to time upon giving twenty one (21) calendar days prior notice by way of posting on CIMB Bank website at [www.cimbbank.com.my](http://www.cimbbank.com.my) or [www.cimbislamic.com.my](http://www.cimbislamic.com.my) ("Website"), or in any other manner CIMB Bank deems fit and they shall become effective on such date as the Bank may elect to adopt. Cardholders agree to access the Website regularly to view these terms and conditions and to ensure that they are kept-up to-date with any changes to these Terms and Conditions.
16. CIMB also reserves the right to suspend, replace wholly or in part the CIMB 0% Easy Pay or EP by another scheme, whether similar or not, and/or to withdraw the CIMB 0% Easy Pay or EP altogether with adequate prior notice to the Cardholders.
17. Each of the following events shall constitute an event of default:
  - i) if the Cardholder defaults in any of his/her obligations stated herein or under the CIMB Bank Cardholder Terms and Conditions and CIMB Islamic Bank Cardholders Terms and Conditions;
  - ii) if default is made in the payment of the finance charges / facility charges and/or EP Monthly Instalment or any sums due thereunder or under the MasterCard and/or Visa Card Account;
  - iii) if the EP shall be terminated;
  - iv) if terms and conditions herein or any part hereof shall at any time for any reason cease to be in full force and effect or valid or shall be declared void, repudiated or frustrated;
  - v) if it becomes impossible or unlawful for the Bank to make available or continue to make available the EP to the Cardholder;
  - vi) if there shall occur any circumstances of any nature which in the Bank's opinion may cause the Bank to be unable to make available or continue to make available the EP to the Cardholder; and/or
  - vii) the Card is cancelled or the MasterCard and/or Visa Card Account is terminated.

Upon the occurrence of any of the event of default stated above, the Bank reserves the right to withdraw or suspend the EP facility and demand payment of all or any part of the outstanding finance charges and/or EP Monthly Instalments and all monies due thereunder, and the Bank shall be entitled to exercise its remedies under the CIMB Bank Cardholder Terms and Conditions and CIMB Islamic Bank Cardholders Terms and Conditions;

18. CIMB shall not be liable to any Cardholder or any party for any loss or damage of whatsoever nature suffered by the Cardholder or any party (including but not limited to, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party) howsoever arising, as a result of the suspension, replacement and/or withdrawal of the CIMB 0% Easy Pay or EP unless the same is caused by the CIMB's gross negligence and wilful default (not by reason of complying with any regulatory or court orders).
19. For the avoidance of any doubt:
- i) Nothing contained here will be construed as an obligation on CIMB to extend the CIMB 0% Easy Pay or EP;
  - ii) The Cardholder is obligated to resolve all disputes or differences on the merchantable quality, quantity or fitness for any purpose of the Cardholder's EP Purchases directly with the EP Merchants. CIMB will not be liable for any inadequate, defective or damaged goods or other disputes between the EP Merchant and the Cardholder. Regardless of the existence or otherwise of any dispute, the Cardholder irrevocably authorize CIMB to debit and charge the EP Monthly Instalments and any moneys, fees and charges due and payable to the Cardholder's MasterCard and/or Visa Card Account; and
  - iii) CIMB will not be responsible for and disclaims all liability to any actions, claims, damages, costs, charges and expenses which a Cardholder may suffer, sustain or incur by reason of the Cardholder's enrollment in CIMB 0% Easy Pay or EP.
20. Any term and condition applicable here which is illegal, prohibited or unenforceable under any law or regulation shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions.
21. For feedbacks and/or complaints related to this CIMB 0% Easy Pay or EP, Cardholder may contact CIMB's Customer Resolution Unit bearing the following address, telephone and email address (or bearing such other address, telephone and email address which CIMB may change by notification to the Cardholder): CIMB Bank Berhad / CIMB Islamic Bank Berhad, Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan / Tel: 603 6204 7788 / Email: [cru@cimb.com](mailto:cru@cimb.com).