

CIMB BANK BERHAD'S CREDIT CARD TERMS AND CONDITIONS

The Cardholder Terms and Conditions together with the following attachments set out in this document:-

- a. CIMB Auto Balance Conversion Programme Terms and Conditions;
- b. CIMB 0% Easy Pay Terms and Conditions;
- c. CIMB Cash Rebate Platinum Credit Card Terms and Conditions;
- d. CIMB PETRONAS Platinum Credit Card Terms and Conditions;
- e. CIMB Enrich Mastercard Credit Card Terms and Conditions;
- f. Touch 'N Go Zing Card Terms and Conditions;
- g. Berjaya Sompo Insurance Berhad's Air Flight Travel PA Insurance Terms and Conditions;
- h. AIG Malaysia Insurance Berhad's Insurance Terms and Conditions (Only applicable for CIMB Enrich World Elite Credit Card);
- i. Email Statement Delivery Terms and Conditions; and
- j. Statements Accessed Via CIMB Clicks Terms and Conditions

are intended to be read together and the applicability of the attachments to each Cardholder will depend on the type of card issued to the Cardholder, the type of services used by the Cardholder and whether the Cardholder's own circumstances subjects the Cardholder to the terms and conditions of the respective attachments. The Cardholder Terms and Conditions and the attachments will collectively be referred to as the "**Credit Card Terms and Conditions**".

CARDHOLDER TERMS AND CONDITIONS

Version: 8 June 2020

These terms and conditions govern the use of the Mastercard and/or Visa Card issued by CIMB BANK BERHAD [197201001799(13491-P)] (the “**Bank**”) to the individual named on the Card.

1. Definitions

- (a) “**adequate prior notice**” means the notice period of fourteen (14) calendar days;
- (b) “**ATM**” means an automated teller machine;
- (c) “**Bank’s website**” means the Bank’s official website address at www.cimb.com.my or such other website address which the Bank may change from time to time by notification to the Cardholder;
- (d) “**Card**” means any MasterCard or Visa Card issued by the Bank of such categories or brands which the Bank may introduce or replace from time to time and shall include Cards issued in affiliation or association with any third parties and includes any Supplementary Card(s) where the context permits;
- (e) “**Cardholder**” means the individual named on the Card and includes any Supplementary Cardholder(s) referred to in Clause 20;
- (f) “**Cardholder’s Other Accounts**” means the Cardholder’s other banking or other accounts with the Bank apart from the Mastercard and/or Visa Card Account and includes a Cardholder’s joint account with a third party;
- (g) “**Card Replacement Fee**” means the fee payable by the Cardholder for the replacement of a Card;
- (h) “**cash advance**” or “**cash advances**” means the use of the Card for the withdrawal of cash and/or the use of the Card for purpose of betting or gaming transactions, including purchase of lottery tickets, casino gaming chips, off-track betting, wagers at race tracks or purchase of travellers cheques, foreign currency and money orders;
- (i) “**finance charge**” and “**minimum payment due**” means the finance charge and the minimum payment due referred to in Clause 13;
- (j) “**handling charge**” and “**additional charges**” means the handling charge and additional charges referred to in Clause 8, Clause 13(b) and Clause 13A(a);
- (k) “**late payment charge**” means the late payment charge referred to in Clause 14;
- (l) “**Mastercard and/or Visa Card Account**” means the Cardholder’s “Mastercard” and/or “Visa” Card account as the case may be, to which all transactions using the Card and all annual fees, Government tax, handling charges, finance charges and/or late payment charges are debited;
- (m) “**Mastercard and/or Visa Card Account Number**” means the account number allocated to the “Mastercard” and/or “Visa Card” Account and which is embossed on the Mastercard and/or Visa Card, as the case may be;
- (n) “**MCI**” means Mastercard Worldwide, a company organised under the State of Delaware, United States of America of which the Bank is a member institution;
- (o) “**merchant**” includes all merchants supplying goods and/or services;
- (p) “**Mobile Device**” means the Cardholder’s mobile device, containing the SIM (subscriber identity module) for the number which is registered with the Bank;
- (q) “**New Balance**” means the full amount shown as due in the Statement;
- (r) “**One-Time Password**” (“**OTP**”) or “**Transaction Authorisation Code**” (“**TAC**”) (whichever is applicable) means the code sent to the Cardholder’s Mobile Device, which needs to be entered to verify the identity of the Cardholder and/or to authorize specific transactions by the Cardholder;

- (s) **"PIN"** means the personal identification number of the Cardholder or Supplementary Cardholder for the Card;
- (t) **"Primary Device"** means the device on which the Cardholder has activated the CIMB Clicks Application or CIMB EVA Application (as the case may be). If the Cardholder has activated CIMB Clicks Application or CIMB EVA Application on multiple devices, then the primary device is the last device on which the CIMB Clicks Application or CIMB EVA Application was activated;
- (u) **"Statement"** means the periodic Mastercard Card and/or Visa Card Statement issued by the Bank to the Cardholder and/or Supplementary Cardholder(s) monthly, which shows among other things, the amount so charged, the payment due date and the method of calculation of the finance charges;
- (v) **"VISA"** means VISA Worldwide Pte. Limited, a company organised in Singapore of which the Bank is a member institution;
- (w) **"working day"** means a business day (not being a Saturday or Sunday or a Public Holiday) on which banks licensed to carry on banking business under the provisions of the Financial Services Act 2013 ("**FSA**") are open for business in Kuala Lumpur.

Issue of Card and Facilities Available

2. The Card may be used to:-

- (a) pay for the purchase of goods and/or services;
- (b) get cash advances/cash withdrawals;
- (c) access and operate various banking accounts opened when identified by the Cardholder's PIN;
- (d) settle periodic bills by way of autopayment ("**Autopay Service**") where approved by the Bank;
- (e) effect any other transactions and for any other purpose authorised by the Bank.

Contactless Transaction Enabled Feature

2A. Cards have a feature which enables 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 Cardholder's signature or PIN number to authorise the transaction. The Cardholder agrees that all Contactless Transactions incurred using the Cards shall be presumed to be properly authorised unless the Cardholder can show conclusive proof to the contrary. In this regard the Cardholder understands the ease of which unauthorised Contactless Transactions may be carried out and accepts the risk of the same. Cardholders may disable this feature and/or change the daily limit for Contactless Transaction(s) by notifying the Bank.

Autopay Service

2B.

- (a) In taking up Autopay Service, the Cardholder authorises the Bank to pay certain bills specified by the Cardholder. The Cardholder must cancel any earlier instructions it has 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.
- (b) In providing the Autopay Service, the Bank is not responsible for any losses incurred by the Cardholder for delay or failure in paying the bills unless the Cardholder shows that it was caused directly by the Bank's gross negligence or wilful default.
- (c) The Bank does not need to pay any bills if the Cardholder has insufficient or no credit limit, or where it reasonably determines that non-payment is justified.
- (d) The Cardholder is also liable to payments made by the Bank to merchants even after the Cardholder has cancelled or terminated the Autopay Service, unless the Cardholder shows that the Bank was grossly negligent or had wilfully and in bad faith not complied with the Cardholder's request.
- (e) The Bank is not required to inform the Cardholder of any non-payment by the Bank. The Cardholder is responsible for checking and monitoring such payment / non-payment and is solely liable to resolve outstanding payments with the merchant(s) directly.

- (f) If the Cardholder's Card number changes, the Cardholder must inform the billing merchant of the change in the Card's number. The Cardholder however allows the Bank to continue (but Bank is not obliged to do so) to pay the same billing merchant from the Cardholder's new Card account or number.
- (g) If the Cardholder has more than one merchant to pay but does not have enough credit limit to pay them all, the Bank may:-
 - (i) choose not to make any payment to any of the merchants in which event the Cardholder shall resolve all outstanding payments with the merchant(s) directly; or
 - (ii) decide (at its sole discretion) who to pay first and the Cardholder is solely liable to resolve the unpaid amounts with the other merchant(s) directly.
- (h) The Autopay Service will be cancelled:-
 - (i) if the Cardholder's relevant merchant gives the Bank at least one (1) months' written notice of termination whereupon the Autopay Service shall terminate upon the expiry of the notice period; or
 - (ii) immediately, if the Card is cancelled by the Bank and/or due to lost or stolen Card(collectively referred to as '**the Events**').

The Cardholder is responsible for informing the relevant merchant in writing to terminate the Autopay Service and to request the said merchant to discontinue the billing to 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 Cardholder shall remain liable for such payments made by the Bank to the merchant in relation to all transactions prior to the Events.

- (i) The Bank may also suspend and/or cancel the Autopay Service at any time by giving the Cardholder adequate prior notice. Again, the Cardholder remains solely liable to resolve all outstanding payments with the merchant(s) directly.

Signature on the Card and Compliance with Laws

- 3.
 - (a) **IMMEDIATELY** upon the Cardholder's receipt of the Card, the Cardholder must sign the Card using the same signature provided to the Bank during the Card application and activate the Card. Activation of the Card shall constitute binding and conclusive evidence of the Cardholder agreeing to these terms and conditions.
 - (b) The Card is not transferable and can only be used by the Cardholder. The Card cannot be given to or held by any other person as security for any purpose whatsoever.
 - (c) The Cardholder can cancel the Card by written notice to the Bank. Upon cancellation, the Cardholder must cut the Card in halves across the magnetic strip and across the microchip embedded in the Card. The Cardholder remains liable for all Card transactions before the Bank receives written notice of cancellation.
 - (d) The Cardholder must ensure that it 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 laws and other regulations of Bank Negara Malaysia and not using the Card for any illegal "online" betting or purchasing illegal goods and/or services.

Telecommunication Instructions and Service of Notice(s)

- 3A.
 - (a) In all matters relating to the Card, the Bank may also rely on the Cardholder's telephone instructions to do the following:-
 - (i) activation of PIN; or
 - (ii) reporting of lost card; or
 - (iii) replacement of lost or damaged cards; or
 - (iv) changes in credit limit; or

- (v) other transactions the Bank may agree to.
- (b) Before accepting instructions over the telephone, the Bank will through its representative verify the identity of the Cardholder and may require the Cardholder to provide personal details.
- (c) Except for reporting a lost Card, the Bank may ask the Cardholder to provide a written confirmation of the Cardholder's instructions before taking any action.
- (d) The Bank shall not be liable for any loss suffered by the Cardholder in acting on the Cardholder's telephone instructions unless the Cardholder shows that the Bank acted with gross negligence or with wilful default.
- (e) The Cardholder agrees that:-
 - (i) telephone conversations between the Cardholder and the Bank's representative may be recorded; and
 - (ii) the Cardholder is to be solely responsible if unauthorised third parties overhear such conversations.
- (f) The Bank is also allowed to act on other instructions given by facsimile or other electronic or telecommunication methods, and the Bank may rely on any request made by the Cardholder to any merchant to charge to the Card, to debit the Card with such amount charged.

3B.

- (a) The Bank may (but is not required to) send notifications or other communication to the Cardholder by ordinary post, hand, courier service, facsimile, electronic mail ("**e-mail**"), telephone, short messaging system ("**SMS**") services or by any other means it deems fit. Notifications can be by way of voice recordings, text or other electronic messages and may be sent to the Cardholder's mailing address, e-mail address, mobile phone number or other contact details in the Bank's record. Notification by the Bank to the Cardholder may include notices in relation to the (i) suspension, cancellation or changes to the Cardholder's credit limit, (ii) the cancellation or suspension of the Card and/or any services offered under the Card, (iii) the Bank's refusal to issue a new replacement Card and (iv) reminders of minimum payment due, payment due dates, demand for payment, promotions and other information. The notification is effective and deemed to have been received by the Cardholder in the same way provided for in Clause 13A(b).
- (b) The Cardholder 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 Cardholder 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
 - (iv) claim for libel or slander arising from any information sentunless the Cardholder shows they arise from and are caused directly by the Bank's gross negligence or wilful default.
- (c) Notifications may be sent in Bahasa Malaysia, English or other languages the Bank chooses.
- (d) The Cardholder must notify the Bank promptly if there is any change of the Cardholder's (i) mailing address(es), (ii) e-mail address(es), (iii) telephone number(s) and/or (iv) other particulars recorded with the Bank, via channel allowed by the Bank, to ensure that all notices and/or communications reach the Cardholder in a timely manner.

Termination and/or Suspension of Card

4.

- (a) The Card is owned by the Bank and must be immediately returned upon request. The Card and any related services may be withdrawn, suspended and/or cancelled at any time by the Bank giving adequate prior notice even though no default has occurred.
- (b) The Bank may also by giving notice to the Cardholder, immediately, withdraw, suspend and/or cancel the Card and/ or any Card related services upon any of these events occurring (even though the Bank may have previously allowed these events to happen without consequence):-
- (i) the Cardholder fails to pay any money due arising from the Card, to the Bank, whether formally demanded or not;
 - (ii) the Cardholder committed or threatens to commit a breach of these terms and conditions or terms and conditions of the Cardholder's Other Accounts;
 - (iii) the Cardholder becomes bankrupt or someone has applied to court to make the Cardholder a bankrupt;
 - (iv) a court order is issued against any property of the Cardholder and is not settled within twenty-one (21) calendar days from the date of the court order;
 - (v) information given by the Cardholder to the Bank is found to be false or inaccurate;
 - (vi) a receiver is appointed in respect of all or part of the Cardholder's assets, a creditors' meeting has been called by the Cardholder's creditors, if the Cardholder had entered into any scheme of repayment, arrangement or composition (voluntary or otherwise) with any creditor, or if the Cardholder had gone to AKPK (Agensi Kaunseling dan Pengurusan Kredit) for assistance;
 - (vii) a judgement debt is obtained against the Cardholder and not settled within seven (7) calendar days from the date of the judgement;
 - (viii) there has been a default of payment due under the Mastercard and/or Visa Card Account and/or any the Cardholder's Other Accounts with the Bank;
 - (ix) an event has occurred or a situation has arisen which, in the opinion of the Bank, may prejudice the ability of the Cardholder to comply with these terms and conditions;
 - (x) if the Cardholder is insane or dies;
 - (xi) if the Bank no longer knows the whereabouts of the Cardholder;
 - (xii) if suspicious or abnormal transactions are being carried out on the Card and the Bank is of the opinion that suspension and/or termination is reasonably required to prevent fraudulent or unauthorized transactions;
 - (xiii) if the Cardholder breaches any laws or regulations in relation to the use of the Card;
 - (xiv) if in the Bank's view there is a deterioration in the Cardholder's creditworthiness;
 - (xv) If due to the Cardholder's domicile, nationality, residency status, tax status, or any other relevant status, by allowing the Cardholder to continue to use the Card, the Bank might breach any applicable law or regulations, its internal requirement, policies or its usual business practice and procedures;
 - (xvi) 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 Cardholder the continued use of the Card; or
 - (xvii) If any regulatory authority or other fiscal or monetary authority (whether or not having the force of law) requests the Bank to stop the Cardholder's use of the Card.

- (c) The Bank does not have to give any reason for withdrawing, suspending and/or cancelling the Card and/or any Card related services.
- (d) The Cardholder must pay for all transactions charged to the Card until the Bank has formally terminated or cancelled the use of the Card in its records.
- (e) Only if a Card is cancelled within three (3) months from the payment of the annual fee (if any) will the annual fee paid be refunded to the Cardholder on a pro-rated basis. In all other cases there shall be no refund or partial refund of any annual fees paid.
- (f) Even though the use of the Card has been withdrawn, suspended and/or cancelled, these terms and conditions shall still apply and the Bank shall continue to impose finance charges, late payment charges, administrative charges and other charges on all monies which remain due and unpaid and debit these monies and charges to the Cardholder's Mastercard and/or Visa Card Account which the Cardholder must pay.

Conditional Use and Availability of Card

4A.

- (a) The availability and use of the Card is conditional upon there being no breach of any prevailing laws, guidelines or regulations that may be imposed by any regulatory authority having jurisdiction over the Bank (“**The Applicable Laws and Regulations**”). The Applicable Laws and Regulations include the FSA and Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001.
- (b) The Cardholder shall immediately notify the Bank in writing if the Cardholder:-
 - (i) is aware of any breaches of The Applicable Laws and Regulations; or
 - (ii) breaches or fails to comply with any of these terms and conditions.

PIN and use of the Card

4B

- (a) A temporary PIN will be given via Short Messaging System (SMS) to the Mobile Device when the Cardholder activates the Card.
 - Within thirty (30) days of receipt of the temporary PIN, the Cardholder must change the temporary PIN at the Bank's ATMs, or other secured channels as notified by the Bank.
 - If the Cardholder forgets the PIN, the Bank will upon request issue a new temporary PIN.
 - If Card is reported lost or stolen by the Cardholder and a new Card is issued, a temporary PIN for the new Card will also be issued. The existing PIN cannot be used for the new Card.
- (b) The Cardholder must keep the PIN secret and must not disclose it to any other person. When selecting a PIN, the Cardholder **MUST NOT** choose a PIN which is obvious or predictable, for example PINs which:-
 - represents the Cardholder's birth date, identity card, passport, driving license or contact numbers;
 - is a recognisable part of the Cardholder's name;
 - are sequential numbers (for example 12345); or
 - are all the same numbers (for example 111111).
- (c) The Cardholder must ensure that the amount being charged is correct before signing any transaction slip and before entering the Cardholder's PIN into the terminals. By signing the slip or entering the PIN or using the Cardholder's Card at any terminal, the Cardholder is deemed to have agreed to the transaction, that the amount charged is correct and authorized the Bank to make the payment.
- (d) The Cardholder agrees that the PIN is a secure way of authenticating and verifying the Cardholder's identity to the Bank for:-
 - (i) transactions to be carried out by the Bank for the Cardholder; and
 - (ii) the Cardholder to subscribe and register for the Bank's internet banking services which may in turn allow the Cardholder electronic access to the Cardholder's other bank accounts, banking facilities and other services

and the Bank is allowed by the Cardholder to act on all instructions of the Cardholder when identified by the Cardholder's PIN and the Bank shall not be liable for acting upon such instructions in good faith. The Cardholder shall be bound by such instructions and shall not be allowed to revoke them even if there was error, fraud, forgery, lack of clarity or misunderstanding in respect of such instructions unless due to the Bank's gross negligence or wilful default. Although the Bank is entitled to rely on the PIN as conclusive evidence of the Cardholder's identity the Bank may still request for other forms of identification if it has doubts as to the Cardholder's identity.

One-Time Password ("OTP") / Transaction Authorisation Code ("TAC")

4C

- (a) The Bank may send an OTP/TAC to the Cardholder's Mobile Device. The OTP/TAC will serve as a means of authenticating and verifying the Cardholder's identity to the Bank in authorising the Cardholder to obtain services from the Bank or to authorize any other specific transactions.
- (b) The Cardholder authorises the Bank act on the Cardholder's instructions when its identity is verified by the use of the OTP/TAC and the Bank shall not be liable for acting upon such instructions in good faith. The Cardholder shall be bound by such instructions and shall not be allowed to revoke them even if there was error, fraud, forgery, lack of clarity or misunderstanding in respect of such instructions unless due to the Bank's gross negligence or wilful default. The Bank is entitled to rely on the OTP/TAC as conclusive evidence of the Cardholder's identity.

Theft or Loss or Fraudulent use of the Card and the Mobile Device

5.

- (a) Unless otherwise agreed by the Bank, the Cardholder must pay for all charges incurred for goods and services and all cash advances obtained through the use of the Card.

The Cardholder must take the utmost care and precaution to keep secret and secure and the Cardholder's PIN and the OTP/TAC sent to the Mobile Device to ensure that the Card does not get used fraudulently. The Cardholder's duties include:-

- never allowing anyone else to use the Card and the Mobile Device/Primary Device.
- regularly check that the Card and the Mobile Device/Primary Device is still in the Cardholder's possession and custody.
- never writing the PIN on the Card or any item normally kept close to or with the Card, and keeping the Cardholder's PIN record, even if disguised, separate and well apart from the Cardholder's Card.
- never disclosing or allowing any third party to have access to any OTP and/or TAC.
- never writing the PIN down in a way which can be understood by someone else.
- never disclosing the Card details or PIN to anyone else.
- not letting the Card out of the Cardholder's sight.

The Cardholder must notify the Bank:-

- (i) immediately or as soon as reasonably practicable after discovering that the Card is lost or stolen or if the PIN may have been compromised or if any unauthorized transaction(s) had occurred;
 - (ii) immediately when the Cardholder receives a SMS transaction alert for a transaction that was not authorized by the Cardholder; and
 - (iii) immediately when the Cardholder's Mobile Device's number changes.
- (b) The Cardholder shall be liable for:-
 - (i) PIN-based unauthorised transactions, if the Cardholder: -
 - (aa) acts fraudulently;
 - (bb) delays notifying the Bank after discovering the loss or unauthorised use of the Card;

- (cc) voluntarily discloses the PIN to another person; or
 - (dd) recorded the PIN on the Card, or on anything kept close to or with the Card.
- (ii) unauthorised transactions which require signature verification or the use of the Card for Contactless Transaction(s), if the Cardholder: -
 - (aa) acts fraudulently;
 - (bb) delays notifying the Bank after discovering the loss or unauthorised use of the Card;
 - (cc) left the Card unattended or failed to keep the Card safe; or
 - (dd) voluntarily allows another person to use the Card.
- (c) If the Cardholder is not satisfied with the Bank's decision relating to unauthorised transactions and/ or any other matter, the Cardholder may refer the dispute to the Ombudsman for Financial Services to resolve the dispute. When the Cardholder's reported lost or stolen Card is found, the Card can no longer be used and the Cardholder must immediately cut the Card in halves across the magnetic strip and across the microchip in the Card.
- (d) The Bank is not required to issue a replacement Card to the Cardholder after it is lost or stolen. However, if the Bank decides to issue a replacement Card, the Bank's prevailing Card Replacement Fee, as published on the Bank's website, must be paid. The Card Replacement Fee payable depends on whether the Card is lost or stolen for the first time or whether the Card has been lost more than once. The Bank may refuse to replace the Card if the Card has been lost more than two times. If a Card needs to be replaced because the Card is faulty or due to system enhancements by the Bank, no Card Replacement Fee will be charged.
- (e) If a replacement Card is issued, all monies and charges owing under the old card shall be transferred to the new Card.
- (f) Where there is any loss or theft of the Card or disclosure of the PIN to any person, the Cardholder must within seven (7) calendar days from the Bank's request, provide the following to the Bank:-
 - (i) a copy of the police report; and/or
 - (ii) a written confirmation made by the Cardholder of the loss or theft or disclosure of the PIN, as the case may be.

Renewal of Card

- 6. When the Card expires, the Bank is not required to issue a new replacement Card and may, by giving adequate prior notice, without having to assign any reason to the Cardholder, refuse to issue a new Card. However, if the Bank decides to issue a new Card, all monies and charges owing under the expired card shall be transferred to the new Card.

Limit of Purchases and Transactions

- 7.
 - (a) The Bank will set a credit limit for the Card when the Card is first issued to the Cardholder.
 - (b) The Cardholder must not incur any spending on the Card which will cause the credit limit to be exceeded unless the Cardholder first gets the written approval of the Bank.
 - (c) If the Cardholder has both a Mastercard and a Visa Card and/or where Supplementary Card(s) have been issued, the credit limit is to be shared by all these cards and the Cardholder must make sure that the total spending under all these cards do not exceed the set credit limit.
 - (d) The Bank is not under any duty to make sure the Cardholder does not exceed the Card's credit limit and the Cardholder is liable for all charges even if the credit limit is exceeded.
 - (e) The Bank may disallow the use of the credit limit at any time where the Bank suspects or the Bank is of the opinion that the use of the credit limit is for fraudulent, unlawful, unauthorized or suspicious transaction.
 - (f) The Cardholder's credit limit is subject to review by the Bank from time to time and at any time. The Bank may at any time reduce the credit limit for the Card, without giving any reason, after giving prior notice to the Cardholder.

- (g) If any of the events in Clause 4(b) above happens, the Bank may also by giving notice to the Cardholder, immediately, suspend, withdraw or reduce the Cardholder's credit limit and/or impose further conditions on the use of the Card as the Bank reasonably deems fit.
- (h) The Bank may (but is not required to) contact the Cardholder to check whether transactions have been properly authorised on the Card to prevent fraud. If the Bank is unable to contact the Cardholder the Bank may (but is not required to) decline the transaction without incurring liability. If the Bank allows the transaction, the Cardholder is liable for the transaction.

Fees and Charges

- 8. The Cardholder shall pay the Bank:
 - (a) the applicable annual fee for the Card and for each Supplementary Card(s) with any services tax and/ or any other tax imposed;
 - (b) the Card Replacement Fee for the issue of a replacement Card (not applicable due to replacement of expired Card);
 - (c) charges for copies of sales/cash advance drafts and other supporting documents or services requested for by the Cardholder;
 - (d) fees for Card transactions via the ATM including but not limited to, cash advances and/or cash withdrawals;
 - (e) 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
 - (f) such other fees and charges imposed after the Bank has given the Cardholder twenty-one (21) calendar days prior notice of implementation.

The prevailing fees and charges of the Bank are published on the Bank's website. The amount of the fees and charges reasonably imposed by the Bank is final and conclusive unless there is manifest error. All fees and charges incurred shall be debited to the Mastercard and/or Visa Card Account.

Records of Transaction

- 9.
 - (a) Any:-
 - (i) sales draft, transaction record, credit voucher, cash disbursement and/or other charge record, recorded electronically or otherwise; and/or
 - (ii) record by the Bank of cash advances made 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 Cardholder even though they may not have the Cardholder's signature on it or if there is a signature, it is different from the signature in the Bank's record. The records of the Bank shall be conclusive and binding on the Cardholder for all purposes, unless the Cardholder can show there is manifest error in the Bank's records. If the Bank receives indisputable documentary evidence that shows that a Card transaction was fraudulent and the Cardholder did not contribute to the fraud by the Cardholder's acts and/or omissions and the Cardholder had complied strictly with these terms and conditions, the Bank may release the Cardholder from liability to pay the fraudulent transaction.

- (b) All transactions (including cash advance) made in a foreign currency other than Ringgit Malaysia (RM) shall:-
 - (i) be converted into Ringgit Malaysia (RM) at the exchange rates set by the card scheme operators such as MCI and/or VISA at the date the transaction is posted onto the Mastercard and/or Visa Card Account; and
 - (ii) be subject to an administration charge of 1% of the amount transacted and added to the foreign exchange conversion above at the date the transaction is posted onto the Mastercard and/or Visa Card Account; and
 - (iii) be subject to any fee as may be charged and conclusively determined by MCI and/or VISA.

The rate of currency exchange and fees charged by MCI and/or VISA fluctuate daily and are as published on their webpages. The Bank can increase or otherwise change the administration charge by giving the Cardholder twenty-one (21) calendar days' notice, before the change.

ATM Transactions

- 10.
- (a) The PIN is required to obtain cash advances and/or cash withdrawals via the ATM.
 - (b) 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 Cardholder unless caused directly by the Bank's gross negligence or wilful default.
 - (c) 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 Cardholder's intended transaction.

Statement of Account

- 11.
- (a) The Cardholder agrees that:-
 - (i) Statements relating to the use of the Card will be sent monthly to the Cardholder's mailing address/ e-mail address as per the Bank's record. Statements shall be deemed received by the Cardholder in the same way provided for in Clause 13A(b);
 - (ii) upon receipt of the Statement the Cardholder must carefully read and examine all entries in the Statement and any error or discrepancy in the Statement must be notified to the Bank immediately. If the Cardholder does not inform the Bank promptly (notification will be regarded as having been made promptly if it is no later than fourteen (14) calendar days from the date that the Statement is deemed received), the Cardholder 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; and
 - (iii) the Bank may select any day of the month as the monthly statement date.
 - (b) Regardless of what is stated in the Cardholder's Statement regarding "minimum payment" or "due dates" for payment, all monies owing under the Cardholder's Mastercard and/or Visa Card Account becomes **immediately** due and payable when:-
 - (i) the Bank terminates the use of the Card or refuses to issue a replacement Card; or
 - (ii) the Cardholder terminates the use of the Card.

Cash Advances / Cash Withdrawals

- 12.
- (a) The Cardholder can obtain cash advances of the amount disclosed on the Bank's website and the Bank's Product Disclosure Sheet ("PDS") relating to the Card. Cash advances can be obtained:-
 - (i) from any of the Bank's branches or any member institution of VISA and/or MCI by presenting the Card together with acceptable evidence of the Cardholder's identity and signing the necessary transaction record; and
 - (ii) from any ATM of the Bank or other bank or institution which the Bank has arrangements with (advances are subject to the applicable daily withdrawal limits of such ATM).

For all out of country transactions via ATM and/or any member institutions of VISA and/or MCI, the Cardholder is responsible for ensuring that such transactions shall not violate any laws where the transaction is being carried out.

- (b) Finance charges at the maximum rate of 1.5% per month, which is equivalent to 18% per annum, shall be charged on each cash advance from the date of the advance until repayment in full. The Bank may at its sole discretion increase the rate if approved by Bank Negara Malaysia. Any increase will be notified to the Cardholder. A 5.0% cash advance fee on each cash advance or RM15.00 (whichever is higher) shall also be charged to the Mastercard and/or Visa Card Account. The cash advance fee may be varied by the Bank from time to time after giving the Cardholder twenty-one (21) calendar days' notice before the effective date of implementation. The daily cash advances / cash withdrawals limit shall be subject to the Cardholder's credit limit for the Card.
- (c) The Cardholder may also ask the Bank to transfer the available credit limit from the Cardholder's MasterCard and/or Visa Card Account to any of the Cardholder's Other Accounts. The Bank may (but is not obliged to) agree to the Cardholder's request but if the Bank agrees, this shall be treated as a cash advance to the Cardholder.
- (d) The Cardholder agrees to be liable for all cash advances even if it exceeds the Cardholder's credit limit for the Card.

Finance Charges

13.

- (a) (i) Finance charges on any and all of the Cardholder's outstanding balance and on new retail transactions from the date the new retail transactions are posted to the Mastercard and/or Visa Card Account shall be imposed at the following rates:-
 - (aa) 1.25% per month, which is equivalent to 15% per annum, where Cardholders have promptly settled their minimum payment due for twelve (12) consecutive months;
 - (bb) 1.42% per month, which is equivalent to 17% per annum, where Cardholders have promptly settled their minimum payment due for at least ten (10) months in the last twelve (12) months;
 - (cc) 1.5% per month, which is equivalent to 18% per annum, where Cardholders do not fall within either (aa) or (bb) above.
 - (ii) If the Cardholder fully settles the preceding month's outstanding balance on or before the due date as stated in the Statement ("**Due Date**"), the Cardholder will be entitled to a "finance charges free period" of twenty (20) calendar days from the date of the Statement for the new retail transactions. Retail transactions shall mean transactions other than cash advances and all monthly instalments due under the Mastercard and/or Visa Card Account. For example, for CashLite, monthly instalment payment plan, balance transfer, balance conversion and auto balance conversion.
 - (iii) If the Cardholder chooses not to settle the New Balance in full, the Cardholder must, on or before the Due Date, pay at least a minimum payment comprising of:-
 - (aa) 5% of current balance*; and
 - (bb) 100% of any service tax and any other value added taxes imposed; and
 - (cc) 100% of all monthly instalments due for any programmes/arrangements operated by the Bank, including but not limited to CashLite, instalment payment plan, balance transfer, balance conversion and auto balance conversion; and
 - (dd) any other unpaid minimum payments specified in the preceding month's Statement;or RM50, whichever is higher.
- *Current balance = retail transactions amount (if any) + cash advance amount (if any) + finance charges and/or late payment charges and any other applicable fees and charges (if any)
- (iv) Other than new retail transactions which are entitled to enjoy the "finance charges free period" in Clause 13(a)(ii) above, all other unpaid balances shall be subject to the finance charges until full repayment of the outstanding amounts.

- (v) Finance charges calculated on a daily rest basis shall be charged on the balance owing from the preceding months' Statement date and all new retail transactions which are not entitled to enjoy the "finance charges free period".
 - (vi) If the New Balance exceeds the Cardholder's credit limit, the Bank may require the Cardholder to settle the entire amount by which the credit limit is exceeded ("**amount in excess of the prescribed credit limit**"). Until the Bank requires the Cardholder to pay the amount in excess of the prescribed credit limit, the Cardholder shall pay the minimum payment due as specified in Clause 13(a)(iii).
- (b) All Card transactions and cash advances, annual fees, handling charges, additional charges, finance charges and/or late payment charges and any other applicable fees and charges shall be debited to the Mastercard and/or Visa Card Account in Ringgit Malaysia (RM) and will be reflected in the Statement.

Changes in Finance Charges and Other Charges

- 13A.
- (a) The Bank shall be entitled at any time and from time to time change the rates or method of calculation of finance charges, annual fees, handling charges, minimum payments due, late payment charge and any other applicable fees or levies imposed by giving twenty-one (21) calendar days' prior notice to the Cardholder. Notice of the change and the effective date of change may be done by posting a notice in the Bank's banking halls and/or on the Bank's website. The Bank may also (but is not required to) give this notice by:-
- (i) publishing the changes in a newspaper of the Bank's choice; and/or
 - (ii) inserting the notice of change in the Statement; and/or
 - (iii) by dispatching the notice by hand or courier; and/or
 - (iv) posting the notice to the Cardholder by ordinary or registered post; and/or
 - (v) sending the notice by SMS or electronic mail or other forms of instant communication to the Cardholder.
- (b) The notice given by the Bank is deemed received by the Cardholder on the earlier of the following:-
- (i) the date the notice is posted in the Bank's banking halls or Bank's website; or
 - (ii) the date of first publication in a newspaper of the Bank's choice; or
 - (iii) at the time of delivery, if delivered by hand or courier; or
 - (iv) seven (7) calendar days after: (a) the date of posting of the Statement (which contains the notice of change); or (b) the date of posting of the notice to the Cardholder; or
 - (v) immediately, at the time the notice is sent to the Cardholder, if sent by facsimile, e-mail or other forms of instant communication (including SMS and voice recording).

The decision of the Bank on the rate of finance charges charged and how it is calculated is final and conclusive, save and except where there is manifest error.

Late Payment Charges

14. If the Cardholder fails to make the minimum payment by the Due Date, the Bank shall impose a late payment charge of 1% on the unpaid balance arising from retail transactions and cash advance (subject to a minimum of RM10.00 and a maximum of RM100.00). This late payment charge shall be imposed every month where the minimum payment due is not paid. This late payment charge is payable before, as well as after any court order or judgement is obtained. The Bank shall however grant the Cardholder a grace period of four (4) calendar days after the Due Date to settle the minimum payment if the Due Date falls on a weekend or a public holiday.

Account Closure

15. The Cardholder's Mastercard and/or Visa Card Account(s) can be closed and the use of the Card terminated upon the Cardholder's request or by the Bank giving the Cardholder adequate prior notice. No fees will be imposed for the closure or termination. If the Cardholder has a credit balance, the Bank shall based on the principal Cardholder's instructions (i) refund such credit balance by crediting the amount to the Cardholder's Other Account(s), or (ii) transfer the credit balance to a nominated bank account, or (iii) make such refund in any other way deemed appropriate by the Bank. Funds transferred to a nominated bank account via IBG or instant transfer services shall be subject to the prevailing fees and charges arising from such transfer.

Application of Payments

16. All payments to be made to the Bank must be in Ringgit Malaysia (RM) and shall only be deemed received when the funds have been actually credited into the Bank's account. Payments received by the Bank will be used to settle balances attracting the highest finance charges first. The Bank is also authorised (but not required to) transfer payments from one credit card account to another credit card account (for all accounts within the same principal Cardholder) to regularise any outstanding arrears in the other accounts.

Waiver

- 17.
- (a) In accepting late payments, partial payments or any payments marked as "payment in full" the acceptance shall not operate as a modification of these terms and conditions or waiver of any of the Bank's rights and the Bank may proceed to enforce all of its rights under in these terms and conditions, including recovery action for the full outstanding amount(s).
- (b) The rights of the Bank in these terms and conditions 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 Cardholder 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.

Payment by Cheques

18. The Bank may return a photocopy of the Cardholder's dishonoured cheques to the Cardholder at the Cardholder's mailing address as per the Bank's record. The dishonoured cheques may be sent by courier or by post at the Cardholder's own risk. The Bank shall not be responsible if dishonoured cheques are lost in transit.

Prepayment

- 19.
- (a) If the Cardholder pays the Bank any amount exceeding the New Balance ("**prepayment**"), the Bank may ask the Cardholder to provide documentary evidence that the funds of the prepayment came from legitimate sources. Only when the Bank is satisfied of the legitimacy of such funds will such prepayment be utilised towards payment for purchases and transactions effected by the Card. Before the Bank is satisfied of the legitimacy of such funds:-
- (i) the Bank may suspend the use of the Card and/or decline any transaction attempted on the Card after prepayment; and
- (ii) any credit arising from the prepayment shall not be refundable to the Cardholder.
- (b) If prepayment is by way of funds from another financial institution by way of a "balance transfer" or similar arrangement, and the prepayment results in a credit balance in the Mastercard and/or Visa Card Account, the Bank will refund this credit balance to such financial institution.

Automatic Debit From Cardholder's Other Accounts

- 19A. The Bank is irrevocably authorized to debit any of the Cardholder's accounts nominated by the Cardholder for the amounts incurred on or owing under the Card. If the Cardholder selects a CIMB Islamic Bank Berhad

[200401032872 (671380-H)] ("CIMB Islamic Bank") account for debiting, the Bank will notify CIMB Islamic Bank on the Cardholder's instruction.

The automatic debit shall be subject to the following:-

- (a) The Cardholder must have enough funds in the account to settle the amount owing under the Card. If the account is a current account, the Cardholder has the responsibility to ensure that there is enough funds in that account to honour cheques drawn on such account after the automatic debit is carried out and the Bank shall not be liable for any embarrassment or losses suffered arising from any remarks placed on the return cheque(s) (*such as the cheque is returned due to insufficient funds*). If charges are imposed on carrying out automatic debit instructions, such charges shall be imposed and may not be refundable even if the instructions cannot be carried out due to insufficient funds.
- (b) The Bank shall not be liable if the Bank is unable to carry out the automatic debiting or to follow such instructions for reasons not caused directly by the Bank or which are beyond the Bank's reasonable control or if there are operational and/or system errors or malfunctions in the Bank's system not caused directly by or arising from the Bank's gross negligence or wilful default.
- (c) The Cardholder must give the Bank two (2) weeks advance written notice before the Cardholder changes the automatic debit authorization and/or standing instruction.
- (d) The automatic debit will not be carried out if there are insufficient funds in the Cardholder's nominated account and the Bank shall not be obliged to try to debit the said account again for the outstanding amounts owing or due under the Card. The Cardholder shall be responsible to make the necessary arrangements to effect settlement of the amounts owing under the Card.
- (e) The Bank may terminate the automatic debit authorization for future payments by giving the Cardholder twenty-one (21) calendar days' advance written notice.
- (f) Automatic debit authorization shall remain effective for the protection of the Bank for payments made in good faith even after the Cardholder's death or bankruptcy until the Bank's receives actual notice of the Cardholder's death or bankruptcy.

Supplementary Cards

- 20.
- (a) Supplementary Card cards may be issued to persons nominated by the Cardholder if approved by the Bank. If the principal Card is terminated or cancelled all Supplementary Cards shall also be terminated and cancelled. Termination or cancellation of any Supplementary Card will however not automatically result in the termination or cancellation of the principal Card.
 - (b) In addition to being liable for the amounts incurred under the Cardholder's own Card, a principal Cardholder is also liable to the Bank for the amounts incurred under all Supplementary Cards issued. This is the case even though the Supplementary Card may bear a different Mastercard and/or Visa Card Account number or a separate Statement may be issued to the Supplementary Cardholder(s).
 - (c) The use of the Supplementary Card is also subject to these terms and conditions and all the terms and conditions which apply to the "Cardholder" and the "Card" shall equally apply to the "Supplementary Cardholder" and "Supplementary Card" unless the context requires otherwise.

Set-Off

21. The Bank may, by giving the Cardholder seven (7) calendar days' prior notice, exercise any right of set-off on the Cardholder's Other Accounts, and any joint account(s) of the Cardholder with any Supplementary Cardholder(s) held with the Bank. This right may be exercised by combining, consolidating, setting-off and/or transferring any sum of monies standing to the credit of the Cardholder's said account(s) towards settling all monies due to the Bank by the Cardholder. The right of set-off can be applied between accounts even though the accounts may not be in the same currency (in this situation the Bank may carry out the set-off with the necessary conversion of the foreign currency at the Bank's prevailing exchange rates). Before carrying out any setting-off, the Bank shall have the right to withhold or suspend payment of any available funds in the Cardholder's said account(s) against the Cardholder's outstanding balance upon the issuance of the notice to the Cardholder.

Legal Costs

22. The Cardholder shall pay all of the Bank's legal costs (including legal costs on a solicitor and client basis) and other expenses incurred in enforcing these terms and conditions.

Force Majeure

23. 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. The Cardholder's liability for finance charges and other charges shall nevertheless continue to accrue and for the purpose of computing the finance charges payable to the Bank or establishing the due date for payment of finance charges and principal even if the Bank is not able to provide the Cardholder with a Statement for any period of time.

Bank Not Liable for Acts of Merchants and Other Third Parties

- 24
- (a) The Bank is not responsible if any merchant, bank, VISA and/or MCI member institution refuses to accept the Card or there is any defect or deficiency in the goods or services supplied to the Cardholder. All disputes must be resolved directly between the Cardholder and the merchant or the supplier concerned and the Cardholder must not involve the Bank in the dispute. No claim by the Cardholder against any merchant or supplier may be the subject of any set-off or counter-claim against the Bank. The Cardholder agrees to pay for the charges posted to the Cardholder's Mastercard and/or Visa Card Account and shall not withhold payment to the Bank because it has any complaint against any merchant or supplier. If the Cardholder 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 Cardholder's Mastercard and/or Visa Card Account. No cash refunds are allowed.
- (b) The Bank is also not responsible for losses incurred or any embarrassment or inconvenience suffered by the Cardholder if the Card is not accepted for cash advances, the Card is rejected by any ATM, the Card is not renewed, is restricted, cancelled, or its credit limit is reduced, or if the Bank has acted reasonably to protect its rights under and in these terms and conditions, unless caused directly by the Bank's gross negligence and wilful default.

Amendments

- 25.
- (a) Unless expressly stated otherwise, the Bank may vary (whether by modifying, adding to, deleting from or otherwise amending) ("**Amendment**") any of these terms and conditions by giving the Cardholder at least twenty-one (21) calendar days' prior notice before the Amendment is effective. Notice of the Amendment or any other communication or notice to the Cardholder may be carried out in any one of the following ways:-
- (i) by courier or hand delivery to the Cardholder; and/or
 - (ii) by posting a notice in the Bank's premises; and/or
 - (iii) by publication in one or more newspapers of the Bank's choice; and/or
 - (iv) by inserting the notice in the Statement sent to the Cardholder; and/or
 - (v) by ordinary or registered post to the Cardholder; and/or
 - (vi) by SMS or electronic mail or voice recording to the Cardholder or by posting the notice on the Bank's website.

Notices sent in the manner described above are deemed to have been received by the Cardholder in the same way provided for in Clause 13A(b).

The Amendments shall apply on an effective date specified by the Bank and shall apply to all outstanding balances in the Mastercard and/or Visa Card Account. The Cardholder may cancel the card in accordance with Clause 3 (c) if the Cardholder does not agree to the Amendments. By keeping the Card and/or using the Card after the effective date of the Amendment, the Cardholder is deemed to have accepted the Amendment without reservation.

- (b) These terms and conditions (and its Amendments) are intended as a complete statement of all of the contractual terms with regard to matters relating to the use of the Card and supersedes any previous agreements and understandings between the Bank and the Cardholder.

Severability and Illegality

26. If any of the provisions of these terms and conditions 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.

Disclosure

27. (a) The Cardholder authorises the Bank to disclose any information relating to the Cardholder, the Cardholder's affairs and/or any accounts maintained by the Cardholder with the Bank to:
- its agents, service providers, auditors, legal counsel, professional advisors in or outside Malaysia;
 - entities within the group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("**Group Companies**") whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia,
 - any person who has guaranteed or may guarantee or otherwise has provided security or may provide security for the use of the Card;
 - any company, organisation, institution, association, credit bureau, credit agencies, financial institution or other entity which may be conducting a credit check on the Cardholder, the Central Credit Unit of Bank Negara Malaysia, the Dishonoured Cheque Information System (DCHEQS) or such other authority or body established by Bank Negara Malaysia, and any other regulatory body or authority to whom the Bank is required to make disclosures or have jurisdiction over the Bank;
 - any credit reporting agencies registered under the Credit Reporting Agencies Act 2010; and for any of these credit reporting agencies to disclose your credit information to its subscribers for purposes of fraud detection and fraud prevention;
 - any person who is assisting the Bank in recovering any monies due from the Cardholder (including but not limited to debt collection agencies, its employees and agents);
 - any merchant, any officer of the Bank and any member institution of VISA and/or MCI and/or any other person or entity having a legitimate interest in the Cardholder;
- for facilitating business, operations, facilities and services of or granted or provided by the Bank and/or the Group Companies to the Cardholder, as well as to:
- any third parties making enquiries with a view to entering into prospective transactions with the Bank;
 - any potential transferee or assignee with whom the Bank is negotiating the transfer, assignment and novation of the rights or obligations under these terms and conditions;
 - any company and/or organisation that assist or facilitate the processing and/or fulfilment of transactions or instructions that the Cardholder has requested and/or given to the Bank;

Disclosure by the Bank to Group Companies may also be for 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 to by the Cardholder** 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 Cardholder): Customer Resolution Unit, P.O. Box 10338 GPO Kuala Lumpur 50710 Wilayah Persekutuan; Call Centre No +603 6204 7788, e-mail: cru@cimb.com.

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

- (b) The Cardholder also authorises the Bank to disclose, publish or make a record of the Cardholder's personal data and any other information on the Cardholder which the Bank may possess for the following purposes:
- to lodge reports (including Police reports) and/or issue circulars and/or insert advertisements or publish or display notices (including any advertisements in any media) incorporating any or all of the Cardholder's personal particulars, particulars of accounts relating to the Card (including but not limited to the Cardholder's accounts and financial status) which the Bank deems necessary for the purpose of recovering any monies owing by the Cardholder;
 - to check the credit standing of an applicant for the Card and/or the Cardholder's personal particulars, dealings and credit standing with whatsoever companies, individuals, agencies, financial institutions or other bodies and to obtain there from such information as may be required by the Bank, whether by way of oral communication or through documents; and
 - to disclose to the principal and/or Supplementary Cardholder(s) any information as to the credit standing of an applicant for the Card and/or the Cardholder's personal particulars, dealings and credit standing and any information which the Bank deems fit concerning all the Cardholders' accounts with the Bank.

The Bank will not be liable for any loss or damage or embarrassment suffered by the Cardholder arising from the disclosure, even if the information is incorrect unless caused directly by the Bank's gross negligence or wilful default.

- (c) The Cardholder hereby agrees and expressly authorises and invites the Bank's employees, independent contractor, representatives and/or agents to contact the Cardholder 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.
- (d) In addition to the Bank's rights under sub-clause 27(c) above, the Bank is authorised to contact and / or notify the Cardholder 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 Cardholder 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 Card and/or Cardholder's Other Accounts and/or MasterCard and/or Visa 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.

Further Documents

28. The Cardholder agrees to sign all extra documents or assurances to better secure the Bank's position if requested by the Bank.

Service of Court Process

29. 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 Cardholder in the Bank's record. Documents shall be deemed received 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.

Conclusive Evidence Certificate

30. Any certificate, notice or demand signed on behalf of the Bank by any bank officer or any lawyer or law firm acting for the Bank in relation to any matters relating to the Card, including the amount due and owing to the Bank, shall be conclusive evidence against the Cardholder for all purposes (including legal proceedings), unless there is manifest error.

Cancellation / Suspension Because of Terrorism or Other Change in Circumstances

31. Additionally, the Bank may also:-
- (a) suspend the Card; and/or
 - (b) cancel the Card; and/or
 - (c) declare that all or any principal, finance charges and other amounts whatsoever outstanding under the Card (whether present, future, actual or contingent) to be forthwith due and payable

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 Card for the Cardholder's use or to comply with its obligations under these terms and conditions; or
- (ii) could affect the ability or willingness of the Cardholder to comply with these terms and conditions or makes it improbable that the Cardholder would be able or willing to do so.

Suspense Account

32. To ensure that the Bank is able to claim the full amount of any debt due to it, the Bank may place any monies received, recovered or realised in a separate account for the Cardholder without any obligation to use it to discharge all or any part of the debt owing to the Bank.

Appointment of External Agents For Debt Collection and Right of Sale of Debt to Third Party

- 33.
- (a) The Bank may appoint any agent it deems fit to collect monies owing by the Cardholder after giving the Cardholder seven (7) calendar days' notice. The Bank shall also inform the Cardholder of the name and contact details of the appointed third-party agent or the third party to whom the Bank has outsourced the collection to.
 - (b) If any money is due and payable by the Cardholder, the Cardholder agrees that the Bank may visit the Cardholder at the Cardholder's workplace if the Cardholder does not respond to other means of communication by the Bank and/or the Bank's appointed agent or cannot be contacted at any other location.
 - (c) The Bank shall be entitled at any time to sell, transfer or assign all or any part of its rights, title, interest, benefits and obligations under these terms and conditions including but not limited to the right to sell outstanding amounts under the MasterCard and/or Visa Account to any other party by providing the Cardholder with at least seven (7) calendar days prior notice.

Successors

34. These terms and conditions are binding on the heirs, personal representatives, estate, and successors-in-title of the Cardholder and on the successors-in-title and assigns of the Bank.

Assignment of Rights

- 34A. The Cardholder shall not transfer or assign any of his rights, benefits and/or obligations under these terms and conditions without the prior written consent of the Bank and any purported transfer or assignment of such rights, benefits and/or obligations by the Cardholder to a third party without the Bank's prior consent shall be treated as being null and void.

Reconstruction of The Bank

35. The Cardholder's obligations and liabilities shall continue even after any amalgamation, reconstruction or change in or of the constitution of the Bank.

Time of The Essence

36. Time wherever mentioned shall be the essence of in these terms and conditions.

Law Applicable and Jurisdiction

37. These terms and conditions shall be governed by and interpreted in accordance with the laws of Malaysia and any disputes arising from them shall be heard by the Courts of Malaysia.

Exclusion of Liability

38. The Cardholder agrees that:
- (a) subject to sub-clauses (b)-(c) below, the Cardholder retains the right to claim for damages and/or all other remedies available in law for direct losses arising from any act or omission of the Bank, unless expressly excluded or disclaimed by the Bank in these terms and conditions;
 - (b) the Bank will not be liable for any indirect, incidental, consequential and/or secondary loss or damage, including but not limited to any loss of profit or income or savings, expectation loss, reliance loss, pure economic loss or similar loss or damage that the Cardholder may suffer by reason of any act or omission of the Bank, even if the Bank had been advised of the possibility of such loss or damages in advance;
 - (c) the Bank will not be liable for any exemplary or punitive damages, and
 - (d) all such losses and damages stated in sub-clauses (b) and (c) above are expressly disclaimed by the Bank.

Feedback

39. If you have any feedback and/or complaints please contact the Bank's Customer Resolution Unit ("CRU"). They can be reached at the contact details below:-

Customer Resolution Unit (CRU) P.O. Box 10338 GPO Kuala Lumpur 50710 Wilayah Persekutuan
Tel: +603 6204 7788
e-mail address: cru@cimb.com

Privacy Clause

- 40.
- (a) The Cardholder confirms that he/she has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at www.cimb.com.my) and the clauses herein, as may relate to the processing of the Cardholder's personal information. For the avoidance of doubt, the Cardholder agrees that the said Privacy Notice shall be deemed to be incorporated by reference into these terms and conditions.
 - (b) In the event the Cardholder provides personal and financial information relating to third parties, including information relating to the Cardholder's next-of-kin and dependents (where the Cardholder is an individual) or information relating to the Cardholder's directors, shareholders, officers, individual guarantors and security providers (where the Cardholder is a corporation), for the purpose of opening or operating the Cardholder's account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, the Cardholder (a) confirms that he/she 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 in these terms and conditions; (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 in these terms and conditions should such consent be withdrawn by any of the said third parties.
 - (c) Where the Cardholder 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 the Bank's agents to enter into any cross-border transaction

on the Cardholder's behalf, the Cardholder agrees to the above said disclosures on behalf of the Cardholder and others involved in the said cross-border transaction.

- (d) The Bank may at any time and from time to time now and/or in the future carry out the necessary reference checks including but not limited to credit reporting/reference checks with credit reporting/reference agencies, including but not limited to CCRIS, Financial Information Services (FIS) and/or any other agencies and/or from any financial institution to enable the Bank to ascertain the Cardholder's status as may be required 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 Cardholder's portfolio(s); recover debts; and/or any purpose related to or in connection with the account/facility under in these terms and conditions. The Cardholder will be linked by credit reporting/reference agencies to any other names the Cardholder uses or have used, and as joint and several applicants. The Bank may also share information about the Cardholder and how the Cardholder manages the Cardholder's account(s)/facility(ies) with relevant credit reporting/reference agencies, and for any of these credit reporting/reference agencies to disclose the Cardholder's credit information to its subscribers for purposes of fraud detection and fraud prevention.
- (e) Even after the Cardholder has provided the Bank with any information, the Cardholder 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 with at least three (3) working days prior written notice to the Cardholder.
- (f) For the purposes of this Clause, 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.
- (g) This clause shall be without prejudice to any other provision clause in in these terms and conditions which provides for the disclosure of information.

Tax(es)

41.

- (a) Upon activation of any Principal and Supplementary Card, each Card shall be charged the prevailing service tax as disclosed at www.cimb.com.my and the Bank's Product Disclosure Sheet ("PDS") for the Card.
- (b) All fees and charges stated herein are inclusive of service tax for which the Cardholder shall be liable and the Bank is authorised to debit this from the Cardholder's Mastercard and/or Visa Card Account.

Indemnities

42. The Cardholder agrees to indemnify the Bank against any loss, cost, damage, expense, claim or demand (including legal expenses on a solicitor and client and full indemnity basis) which the Bank may sustain or incur arising from:-
- (a) the Cardholder's breach of any of its obligations to the Bank; and/or
 - (b) providing the Autopay Service, acting on the Cardholder's verbal, faxed or other electronic or telecommunicated instructions, the Bank enforcing its rights under these terms and conditions, unless the Cardholder shows such loss, cost, damage, expense, claim or demand is caused directly by the Bank's gross negligence or wilful default.