

## Fully Online Account Opening Terms and Conditions

### Definitions

CIMB Account/-i	- Selected Current Account/-i and/or Savings Account/-i with CIMB and/or Daily Unrestricted Investment Account-i with CIMB Islamic Bank, as the case may be
CASA/-i	- Current Account/-i and/or Savings Account/-i with CIMB
DURIAN-i	- Daily Unrestricted Investment Account-i with CIMB Islamic Bank
CIMB	- CIMB Bank and/or CIMB Islamic Bank, as the case may be
CIMB Bank	- CIMB Bank Berhad [197201001799]
CIMB Debit Card	- a debit card issued by CIMB
CIMB Islamic Bank	- CIMB Islamic Bank Berhad [200401032872]
e-KYC	- electronic Know-Your-Customer onboarding process that allow an individual to apply and open CIMB Account/-i fully online
Eligible User(s)	- an individual who meets the eligibility criteria (as set out under Clause 3 under the heading of 'General Rules') to apply and open a CIMB Account/-i fully online
Fully Online Account Opening Platform or the platform	- e-KYC online account opening platform via the CIMB website which allows an individual to apply and open CIMB Account/-i fully online as determined by CIMB from time to time
MyKad/NRIC	- National Registration Identity Card, which in this context refers to the customer's Malaysian identification card.
OTP	- OTP (One Time PIN) is a unique six (6) digit code that is sent to your mobile number via SMS, and that needs to be entered by you for verification purposes
SMS	- Short Message Service
Terms and Conditions	- Fully Online Account Opening Terms and Conditions
User / You / Your	- the user of the platform
We / Us / Our	- CIMB Bank and/or CIMB Islamic Bank, as the case may be

### Terms of Access and Use of Fully Online Account Opening Platform

The following terms and conditions govern your access and use of the platform in relation to your online application and opening of CIMB Account/-i as determined by CIMB from time to time.

By using or accessing the platform, you acknowledge that you have read, understand, and agree to be bound by the Terms and Conditions.

The platform is operated, administered, maintained, and developed by CIMB Bank and our third-party vendor(s). The platform allows Eligible User(s) to apply for and open CIMB Account/-i online as determined by CIMB from time to time. The platform utilizes e-KYC screening technology for CIMB to perform electronic due diligence, identity verification and authentication, and exercise prudent decision-making in ensuring compliance to the Bank Negara Malaysia Anti-Money Laundering / Counter Financing of Terrorism Regime.

If you do not agree to the Terms and Conditions, or you have no authority or do not meet the eligibility criteria, you should cease your online application and opening of CIMB Account/-i

## **General Rules**

You understand and agree that:

1. Your access to and use of the platform shall be in accordance with the Terms and Conditions and any laws, rules and regulations governing the same at all times.
2. Your access to and use of the platform is for the sole purpose of facilitating e-KYC in relation to your online application and opening of CIMB Account/-i.
3. Your access to and use of the platform for applying and opening CIMB Account/-i fully online are subject to the following eligibility criteria:
  - a. You do not maintain any CASA/-i with CIMB or DURIAN/-i with CIMB Islamic Bank;
  - b. You must be a Malaysian citizen holding a new MyKad/NRIC (an official identity document issued and acknowledged by the Government of Malaysia). MyKid, MyPR and MyKAS holders are not eligible.
  - c. You must be 18 years old and above.
  - d. You must hold a Malaysian-registered mobile number and a valid email address.
  - e. You must have an existing current account and/or savings account in your sole name with another bank (other than CIMB) in Malaysia.
  - f. Self-application only (applicant must be the person who applies to open the account and the accountholder's name is based solely on the applicant's name).
  - g. You must have a valid mailing address in Malaysia for purposes of delivery of your CIMB Debit Card.
4. To apply and open CIMB Account/-i fully online, you are required to perform the following 4 steps:
  - (i) Step 1: Contact Details – you must enter your MyKad/NRIC number and mobile number, and an OTP via SMS will be sent to your mobile number for verification purposes.

- (ii) Step 2: Verify your Identity – you must take a photo of the front and back of your MyKad/NRIC, you must enable verification of your identity via facial recognition software in the platform and answer simple personal credit-related questions as and when prompted to do so.
- (iii) Step 3: Application Form – you must fill in the electronic application form and complete the acceptance and confirmation of declarations, and your agreement to the terms and conditions.
- (iv) Step 4: Fund Your Account – you must transfer the minimum initial deposit required from your bank account in your sole name with another financial institution in Malaysia via permitted channel i.e. Financial Process Exchange (FPX) or whichever method available in the platform. Failure to fund your Savings Account/-i and/or DURIAN-i, with the minimum initial deposit will result in automatic closure after 90 days and 150 days for Current Account/-i.

Important Note: The initial deposit amount transferred will not earn any interest/profit in the event the account applied for and opened is required to be closed after CIMB's further verification as stated in Clauses 6 and 7 below.

5. The application for opening of CIMB Account/-i fully online is subject to you having successfully completed the identity verification process (including the facial recognition) and other e-KYC steps. CIMB reserves the right to reject any application to open an account.

**Important Note:**

- (i) After successful CIMB Account/-i opening via the platform, your CIMB Debit Card will be sent by post, within seven (7) to fourteen (14) working days, to your mailing address as specified by you during the CIMB Account/-i opening application. You are responsible for providing CIMB with your accurate mailing address in Malaysia, to ensure that the new issued CIMB Debit Card can be securely delivered to you. You will need to activate your CIMB Debit Card by creating your own personal 6-digit PIN as per the debit card activation instructions in the card mailer, before you can access and operate the new CIMB Account/-i.
- (ii) Prior to successful e-KYC verification including any further verification as stated in Clause 6 below and/or your debit card activation, the new CIMB Account/-i successfully opened via the platform is inoperable, and the initial deposit amount transferred under Step 4 (as set out in Clause 4 above) will not accrue any interest/profit.

**IMPORTANT NOTE:**

- Current Account/-i and Savings Account/-i (CASA/-i) with CIMB is protected by PIDM up to RM250,000 for each depositor.

- Daily Unrestricted Investment Account-i (DURIAN-i) with CIMB Islamic Bank is not protected by PIDM.
6. CIMB reserves the right to perform further verification on you for e-KYC purposes for up to seven (7) working days after the successful opening of the account. The further verification may involve you receiving phone call(s), SMS, email(s), or any other means of communication which CIMB may select, with instructions to verify your identity.
  7. In the event of unfavorable results as a result of the said further verification stated in Clause 6 above, CIMB will automatically close the said CIMB Account/-i and notify you via SMS, email, and/or any other means of communication which CIMB may select, of such closure of the CIMB Account/-i. You agree that the aforesaid right to close your CIMB Account/-i shall be without prejudice to the right of CIMB to close the said CIMB Account/-i for other reasons as stated in the terms and conditions governing the CIMB Account/-i. CIMB reserves the right not to reveal the reason(s) for the closure of the said CIMB Account/-i.
  8. The CIMB Account/-i balances in the account closed under Clause 7 above as a result of the said further verification, will be refunded to the fund originating account, without any interest/ profit, within seven (7) working days from the date of the notification to you regarding the closure of the said CIMB Account/-i. You have to ensure that the fund originating account is not closed or dormant to enable CIMB to refund the initial deposit. Monies which are not refunded due to the closure or dormancy of the fund originating account and/or not claimed by you will be dealt with in accordance with the provisions of the Unclaimed Monies Act 1965.
  9. The contents of the platform including any graphic, text, script, audio, image, art, video, and other multimedia work or any combination is protected by trademark, copyright, and other applicable intellectual property or proprietary rights owned exclusively by us. You do not acquire ownership rights to any contents in the platform.
  10. You must not modify, hack or adapt the platform, or create or modify another website or mobile application to create a false impression that it is associated with CIMB.
  11. You must not perform the following:
    - a. hack or attempt to gain unauthorized access to the platform
    - b. abuse, misuse, or disrupt the security of the platform
    - c. provide or spread inaccurate or false information on the services provided by the platform
    - d. copy, duplicate, reproduce, transfer, give access to, distribute, or exploit any part of the platform
    - e. resell or charge others for use of, or access to the platform

- f. access the platform on a rooted or jailbroken mobile device
- g. modify or adapt the platform, or use the platform for any illegal or unauthorized purpose
- h. use the platform to transmit any worms, viruses, or other destructive code

We reserve the right to refuse or deny access to any person or any party who we believe is tampering or using the platform for an unauthorised purpose. If at any time you discover or suspect the occurrence of any of these activities, you are required to notify us immediately and in failing or delaying to do so, you may be held liable for the same.

- 12. We reserve the right upon giving prior notice of twenty-one (21) calendar days to vary (whether by adding to, deleting from or otherwise amending) ("**Amendment**") any of the Terms and Conditions. Notification to User(s) in respect of the Amendment may be given by: (i) notice of the Amendment being displayed at our premises and/or website and where detailed provisions regarding the Amendment may be provided to User(s) upon request or the notice may itself contain details of the Amendment; or (ii) via electronic communication display at CIMB or (iii) the notice being advertised in one newspaper of the Bank's choice; or (iv) the notice being sent by electronic mail or by any other means of notification which the Bank may select and the Amendment shall take effect and be binding from the date specified in the notification.
- 13. You must ensure that all information provided by you to CIMB is true, correct and complete and you agree to indemnify and hold CIMB harmless against any loss and/or damage arising or suffered due to inaccurate, incomplete or false information provided to CIMB (whether by misrepresentation and/or false information) in the course of your application to open CIMB Account/-i and/or application and activation of the CIMB Debit Card.
- 14. You acknowledge in addition to the Terms and Conditions, you will be subject to other terms and conditions governing the account/card applied for and other terms and conditions and operational procedures as and when applicable during the account opening process in the platform.

## **Confidentiality**

It is our policy to respect the privacy of any information disclosed by you in connection with your access and use of the platform and the use of the services ("**Confidential Information**"). Accordingly, we will neither edit nor disclose your Confidential Information unless we are required to do so in accordance with any laws or regulations, to protect our rights and property, to enforce any provision in the Terms and Conditions, to provide you with the services, to respond to any claim that you violate the rights of another person, or as provided for in any terms and conditions governing the CIMB Account/-i applied for by you, and the CIMB Group Privacy Notice which provide for the disclosure of your Confidential Information.

## Privacy Notice

By using the platform or using any of the services, you agree to be bound by the CIMB Group Privacy Notice which is available at [www.cimb.com.my](http://www.cimb.com.my) and the Terms and Conditions as it may relate to the processing of your personal information. PLEASE ENSURE THAT YOU READ AND UNDERSTAND THE CIMB GROUP PRIVACY NOTICE IN ADDITION TO THE TERMS AND CONDITIONS BEFORE CONTINUING TO USE THE PLATFORM OR USING THE SERVICES. For the avoidance of doubt, you agree that such Privacy Notice will be deemed to be incorporated by reference into the Terms and Conditions.

## Severability and Waiver

If any provisions of the Terms and Conditions are invalid or unenforceable, that offending clause shall not affect the validity or enforceability of the other Terms and Conditions. If we do not enforce any of the Terms and Conditions, it shall not be deemed or construed as any waiver of our rights to enforce the same.

## Governing Law & Jurisdiction

The Terms and Conditions, your access and use of the platform, and the services under the platform are governed by Malaysian laws and you agree to submit and be bound by the exclusive jurisdiction of the Courts of Malaysia.

## Contact Us

If you know or are aware of any misuse of the platform or any violation of the Terms and Conditions or have queries or require additional information on the platform, please contact:

### ***Customer Resolution Unit (CRU)***

*P.O. Box 10338*

*GPO Kuala Lumpur*

*50710 Wilayah Persekutuan Kuala Lumpur*

***Tel: +603 6204 7788***

***Email: [contactus@cimb.com](mailto:contactus@cimb.com)***

Copyright 2024

CIMB Bank Berhad, CIMB Islamic Bank Berhad