

## **1. EXTENSION OF SERVICES AND PRIVILEGES**

- 1.1 CIMB Preferred membership is by way of invitation by CIMB Bank Berhad ("the Bank") to the respective customers of the Bank and CIMB Islamic Bank Berhad ("CIMB Islamic") ("the Customer") based on the minimum balance qualifying criteria set out under Clause 2.1 or by any other eligibility criteria to be determined at the discretion of the Bank at any time and from time to time provided always that the Bank will give prior notice of fourteen (14) calendar days to the Customer in relation to any changes.
- 1.2 The acceptance and continuance of CIMB Preferred membership will be entirely at the discretion of the Bank. CIMB Preferred membership and the status of the Customer placed under the Private Wealth segment (referred to in Clause 3) will be reviewed from time to time by the Bank and the Bank reserves the right at its sole and absolute discretion to either continue to avail such CIMB Preferred membership and/or Private Wealth segment status to the Customer or to discontinue, terminate or suspend the same provided always that such determination of the Bank shall be communicated to the Customer by the Bank issuing prior notice of fourteen (14) calendar days to the Customer.

## **2. MINIMUM BALANCE**

- 2.1 Unless otherwise decided by the Bank upon giving notice of fourteen (14) calendar days to the Customer, the Customer shall maintain a 'Minimum Balance' in either of the following manner to be eligible for the CIMB Preferred membership:
  - A. A minimum aggregated total Deposit and/or Investment of RM250,000.00 at all times or such other amount as the Bank may determine from time to time deposited in any deposit account(s) of the Bank and/or CIMB Islamic and/or invested in any investment product(s) of the Bank and/or CIMB Islamic under the Customer's sole or joint account where the Customer is the primary account holder, OR
  - B. A minimum aggregated total Investment of RM150,000.00 at all times or such other amounts as the Bank may determine from time to time invested in any investment product(s) of the Bank and/or CIMB Islamic under the Customer's sole or joint account where the Customer is the primary account holder, OR
  - C. A minimum individual Mortgage (Housing Loan / Business Premise Loan) with the Bank and/or CIMB Islamic of RM1,000,000.00 or such other amount as the Bank may determine from time to time for the first six (6) months from the commencement date of the Customer's CIMB Preferred membership. Thereafter, from the seventh (7<sup>th</sup>) month onwards, a minimum aggregate total Deposit and/or Investment of RM150,000 or such other amount as the Bank may determine from time to time deposited in any deposit account(s) of the Bank and/or CIMB Islamic and/or invested in any investment product(s) of the Bank and/or CIMB Islamic under the Customer's sole or joint account where the Customer is the primary account holder for twelve (12) months. Upon expiry of the twelve (12) months, a minimum aggregate total Deposit of RM250,000 or Investment of RM150,000 at all times or such other amount as the Bank may determine from time to time deposited in any deposit account(s) of the Bank and/or CIMB Islamic and/or invested in any investment product(s) of the Bank and/or CIMB Islamic under the Customer's sole or joint account where the Customer is the primary account holder, OR
  - D. For CIMB@Work Customers, CIMB Group Staffs and CIMB Premier Credit Cardholders, a minimum aggregated total Deposit and/or Investment of RM150,000.00 at all times or such other amount as the Bank may determine from time to time deposited in any deposit account(s) of the Bank and/or CIMB Islamic and/or invested in any investment product(s) of the Bank and/or CIMB Islamic under the Customer's sole or joint account where the Customer is the primary account holder for the first (1<sup>st</sup>) calendar year from the commencement date of the Customer's CIMB Preferred membership. Thereafter, from the second (2<sup>nd</sup>) year onwards, a minimum aggregate total Deposit and/or Investment of RM250,000.00 at all times or such other amount as the Bank may determine from time to time deposited in any deposit account(s) of the Bank and/or CIMB Islamic and/or invested in any investment product(s) of the Bank and/or CIMB Islamic under the Customer's sole or joint account where the Customer is the primary account holder, OR
  - E. A minimum aggregated total Investment in Amanah Saham Nasional Berhad (ASNB) Variable Priced Fund(s) of RM150,000.00 or such other amount as the Bank may determine from time to time for the first (1<sup>st</sup>) calendar year from the commencement date of the Customer's CIMB Preferred membership. Thereafter, from the second (2<sup>nd</sup>) calendar year onwards and for the whole second (2<sup>nd</sup>) calendar year, a minimum aggregate total Investment (excluding ASNB Variable Priced Fund(s)) and/or Deposit of RM150,000.00 at all times or such other amount as the Bank may determine from time to time deposited in any deposit account(s) of the Bank and/or CIMB Islamic and/or invested in any investment product(s) of the Bank and/or CIMB Islamic under the Customer's sole or joint account where the Customer is the primary account. Thereafter, from the third (3<sup>rd</sup>) calendar year onwards, a minimum aggregate total Investment (excluding ASNB Variable Priced Fund(s)) and/or Deposit of RM250,000.00 at all times or such other amount as the Bank may determine from time to time deposited in any deposit account(s) of the Bank and/or CIMB Islamic and/or invested in any

investment product(s) of the Bank and/or CIMB Islamic under the Customer's sole or joint account where the Customer is the primary account holder.

- 2.2 If the Customer fails to maintain the Minimum Balance requirement as set out in Clause 2.1, the Bank reserves the right to discontinue, terminate or suspend the Customer's CIMB Preferred Membership in accordance with Clause 6 herein or re-designate the Customer to any other customer segment automatically ("auto-migrate") upon giving prior notification of fourteen (14) calendar days to the Customer. If the Customer's CIMB Preferred Membership is discontinued, terminated or suspended, the Customer shall immediately cease using the services and/or privileges under CIMB Preferred Membership. If the Customer is auto-migrated to Prime Banking segment, the Customer's usage of the services and/or privileges under Prime Banking (after the effective migration) shall be deemed as the Customer's agreement to the Bank's Terms and Conditions governing Prime Banking. In respect of the Bank's Terms and Conditions governing Prime Banking, the same would have been made available to the Customer and can be accessed online at the Bank's website at [www.cimbbank.com.my](http://www.cimbbank.com.my).
- 2.3 The Bank shall not be held liable or responsible for any loss or damage incurred by the Customer and/or any inconvenience caused to the Customer as a result of the discontinuation, termination or suspension and/or auto-migration referred to in Clause 2.2 and this shall include but not be limited to any loss incurred by the Customer or any inconvenience caused to the Customer as a result of the granting, termination, cancellation or adjustment of any features in connection therewith unless the same is due to the Bank's wilful default or gross neglect.
- 2.4 Subject to Clause 3.3, the Bank may in its absolute discretion extend the Bank's CIMB Preferred membership to a maximum of one (1) other person nominated by the Customer ("the Preferred Nominated Person"). The Preferred Nominated Person must hold either a Deposit or Investment account of the Bank or CIMB Islamic jointly with the Customer and provided always that the Customer shall maintain a minimum aggregate total Deposit and/or Investment of RM250,000.00 at all times or such other amount as the Bank may determine from time to time deposited in any deposit account(s) of the Bank and/or CIMB Islamic and/or invested in any investment product(s) of the Bank and/or CIMB Islamic under the Customer's sole or joint account where the Customer is the primary account holder.

### **3. PRIVATE WEALTH SEGMENT**

- 3.1 The Bank reserves the right to upgrade the Customer's membership to the Bank's Private Wealth segment which offers the Customer additional benefits and services to be notified by the Bank and which may be varied from time to time by way of notification to the Customer. The upgrade to Private Wealth segment shall be determined by the Bank at its sole discretion and subject to the Customer maintaining a minimum aggregated total Deposit and/or Investment of RM1,000,000.00 at all times or such other amount as the Bank may determine from time to time deposited in any deposit account(s) of the Bank and/or CIMB Islamic and/or invested in any investment product(s) with the Bank and/or CIMB Islamic under the Customer's sole or joint account where the Customer is the primary account holder.
- 3.2 The Bank may in its absolute discretion extend the CIMB Preferred membership with Private Wealth segment status to a maximum of three (3) other persons nominated by the Customer with Private Wealth segment status ("the Private Wealth Nominated Person"). The Private Wealth Nominated Person must hold either a Deposit or Investment account jointly with the Customer with the Bank and/or CIMB Islamic and provided always that the Customer shall maintain at all times the minimum aggregated total Deposit and/or Investment of RM1,000,000.00 or such other amount as the Bank may determine from time to time deposited in any deposit account(s) of the Bank and/or CIMB Islamic and/or invested in any investment product(s) with the Bank and/or CIMB Islamic under the Customer's sole or joint account where the Customer is the primary account holder.
- 3.3 Failure to maintain the minimum amount required by the Bank's Private Wealth segment as set out under Clause 3.2 may lead to discontinuation, termination or suspension of the Customer and the Private Wealth Nominated Person's Private Wealth segment status at the Bank's sole discretion upon giving prior written notice of fourteen (14) calendar days to the Customer and the Private Wealth Nominated Person. The Customer and the Private Wealth Nominated Person will remain as CIMB Preferred members provided that the Minimum Balance as set out in Clause 2.1 is maintained. The Bank reserves the right to auto-migrate the Customer and his/her Nominated Person in accordance with Clause 2.2.
- 3.4 Notwithstanding the above, the Bank may upon giving prior written notice of fourteen (14) calendar days change, add, amend or vary the criteria to qualify for the Bank's Private Wealth segment.

### **4. CIMB PREFERRED ("CP") SERVICES, BENEFITS AND PRIVILEGES**

- 4.1 The Customer's usage of the CP services, benefits and/or privileges offered under CIMB Preferred membership shall be deemed as the Customer's agreement to the Terms and Condition governing CIMB Preferred Membership. The Customer is able to view the full and exhaustive list of the services, benefits and/or privileges of CIMB Preferred Membership at the Bank's website at [www.cimbpreferred.com](http://www.cimbpreferred.com). In respect of the Terms and Condition governing CIMB Preferred Membership, the same would have been made available to the Customer and can also be viewed online at the Bank's website at [www.cimbpreferred.com](http://www.cimbpreferred.com).

- 4.3 The Bank reserves the right upon giving prior notice of fourteen (14) calendar days to add, modify, vary or set further terms and conditions in relation to the services, benefits and/or privileges offered to the Customer before the Customer is permitted to enjoy or use the relevant services, benefits and/or privileges designated by the Bank from time to time.

## **5. COMMUNICATION OF INSTRUCTIONS**

- 5.1 The Customer expressly consents and irrevocably authorises the Bank to act on the instructions of the Customer given by telephone, post and/or facsimile, which the Bank in its sole and absolute discretion believes emanated from the Customer subject to the Customer:
- (i) giving an indemnity to the Bank in such form and content as shall be determined by the Bank; and
  - (ii) complying strictly to the terms and conditions of the said indemnity.
- 5.2 The Customer shall take all reasonable precautions to prevent the unauthorised and fraudulent use of his PIN, password and/or other security mechanism, access codes, features or device related to any of his accounts maintained with the Bank (hereafter referred to as "Security Access Codes"). The Customer shall ensure that the Security Access Codes are not revealed or disclosed to any other persons and the Customer shall be fully responsible for the usage of the Security Access Codes.

## **6. TERMINATION OF CP MEMBERSHIP, SERVICES, BENEFITS AND PRIVILEGES**

- 6.1 The Bank reserves the right upon giving prior notice of fourteen (14) calendar days to the Customer to terminate, restrict or suspend the Customer's Membership and the Customer and/or the Preferred Nominated Person's usage of the CP services, benefits and/or privileges in the event that the Customer fails to maintain the Minimum Balance qualifying criteria set out in Clause 2.1 .
- 6.2 Termination of CP membership and usage of the CP services, benefits and privileges granted to the Customer and/or the Preferred Nominated Person may also be brought about by the following:
- A. by the Customer giving written notice to the Bank to terminate the membership; or
  - B. if the Customer breaches any of the terms and conditions herein; or
  - C. upon death or insanity of the Customer or if the Customer commits an act of bankruptcy; or
  - D. if there is any change in law or regulation which makes it impossible or unlawful for the Bank to continue to make available to the Customer the CP services, benefits and privileges.
- 6.3 The Bank reserves the right at its sole and absolute discretion at any time and from time to time to terminate, cancel, amend, modify, revise, restrict or suspend all or any of the CP services, benefits and/or privileges made available or to be made available to the Customer and/or the Nominated Person upon the Bank giving prior notice of fourteen (14) calendar days. For the avoidance of doubt, any termination, cancellation, amendment, modification, revision, restriction or suspension of all or any of the CP services, benefits and/or privileges shall not entitle the Customer and/or the Nominated Person to any claim or compensation against the Bank for any losses or damages suffered or incurred by the Customer and/or the Nominated Person as a direct or indirect result of the act of termination, cancellation, amendment, modification, revision, restriction or suspension unless the same is due to the Bank's wilful default or gross neglect.
- 6.4 Upon termination of the CP services, benefits and/or privileges, the Customer and/or the Nominated Person shall not be entitled to continue using the CP services, benefits and/or privileges failing which the Bank shall have the right to impose on the Customer and/or the Nominated Person such levies, charges or fees in respect of the Customer and/or Nominated Person's continued usage of any of the CP services, benefits and/or privileges after the said termination.
- 6.6 The usage of the CP services, benefits and/or privileges by the Nominated Person shall be automatically terminated upon termination of the CP services, benefits and/or privileges granted to the Customer.

## **7. CIMB PREFERRED ATM CASH WITHDRAWAL**

- 7.1 Where the Customer maintains an Automated Teller Machine Card (ATM Card), under the CP services, benefits and/or privileges offered, the Customer has the option to increase the ATM withdrawal limit up to RM10,000.00 and this can be done manually at any of the Bank's ATM.
- 7.2 Notwithstanding Clause 7.1 above, third party transfer utilising the ATM Card will be capped at a maximum of RM5,000.00 per day.

## **8. MARKETING MATERIAL**

- 8.1 The Bank shall endeavour to keep the Customer informed of the latest marketing and promotional offers that the Bank decides to be useful and beneficial to the Customer. These include but not limited to

programs that the Customer may find valuable in helping manage his/her account such as product or service upgrades, credit line increase and other benefits.

- 8.2 The Customer can choose not to receive the marketing and promotional materials should the Customer so desire by calling CIMB Preferred Call Centre at 1300 885 300 or writing in to CIMB Bank Berhad (13491-P) at P.O. Box 10063, 50704 Kuala Lumpur, Malaysia. The Customer will allow eight (8) to ten (10) weeks for the Bank to process the request and for such request to take effect.
- 8.3 If the Customer subsequently chooses to receive these marketing and promotional materials, the Customer can contact the abovementioned CIMB Preferred Call Centre and the Bank will assist the Customer with this request.

## **9. CONSOLIDATED STATEMENT**

- 9.1 If the Customer has multiple accounts bearing the same mailing address, the said accounts will be consolidated into one statement ("the Consolidated Statement").
- 9.2 Only participating accounts where the Customer is the sole account holder or joint account where the Customer is the primary account holder will be consolidated into the Consolidated Statement.
- 9.3 The Consolidated Statement will be sent via post to the Customer's address maintained in the Bank's records on a monthly basis. If the Customer does not wish to receive the Consolidated Statement, the Customer shall inform the Bank by calling CIMB Preferred Call Centre at 1300 885 300 or writing in to CIMB Bank Berhad (13491-P) at P.O. Box 10063, 50704 Kuala Lumpur, Malaysia.

## **10. SMS ALERT SERVICE**

- 10.1 The Customer authorises the Bank to send any account information, updates and reminders pertaining to the Customer's account maintained with the Bank including outstanding balance, available balance, overdraft limit, as the case may be, and any other updates that the Bank may make available from time to time via short messaging service ("SMS Alerts") sent to the Customer's mobile number maintained in the Bank's records.
- 10.2 The information, updates and reminders sent via SMS Alerts shall not be deemed as final, conclusive and binding records and shall not constitute the Bank's record of the account to which it pertains when it is shown that the same contains manifest errors or errors which are beyond the Bank's reasonable control.
- 10.3 For the Customer's own security, the Bank may suspend SMS Alerts with immediate effect and notify the Customer as soon as practicable thereafter if the Bank has reason to suspect that the Customer is not receiving the SMS Alerts or that someone else is receiving the SMS Alerts.
- 10.4 It shall be the Customer's responsibility to notify the Bank in writing immediately if the Customer's mobile phone is lost or stolen. Upon such notification, the SMS Alert shall be immediately suspended until the Bank receives the Customer's written notification in respect of the Customer's new mobile number.
- 10.5 The SMS Alerts shall continue to be transmitted to the Customer's mobile number via foreign telephone networks if the Customer is using the mobile number abroad. The Bank shall not be held liable or responsible in any manner whatsoever in the event the Customer's confidential information is leaked or disclosed to any persons via third party network operators unless the same is shown as due to the Bank's wilful default or gross neglect.

## **11. CIMB PREFERRED CALL CENTRE & PHONE BANKING**

- 11.1 To ensure that the Bank carries out instructions accurately, all telephone calls between the Bank and the Customer are recorded. The Bank may also monitor calls with the objective of improving its services.
- 11.2 Upon request by the Customer, the Bank is hereby authorised at its sole discretion to release information relating to the Customer's account, exchange rates or interest rates via telephone, telex or facsimile. Such information / rates if given via telephone, shall not be binding on the Bank unless subsequently confirmed in writing by the Bank.
- 11.3 The Bank is authorised to rely and act on the instructions received by the Bank from the Customer via telephone, mobile phone (including SMS or Multimedia Messaging Service sent from the Customer's mobile phone in the Bank's records), telex, facsimile, e-mail or other means of telecommunication ("collectively known as Telecommunication Instructions") and the Customer agrees that the Bank is authorised to treat the Telecommunication Instructions which the Bank in its sole discretion believes emanated from the Customer (after taking reasonable steps to verify the identity of the Customer giving the Telecommunication Instructions) and to rely and act on it accordingly, and the Bank shall not be liable to the Customer and/or any persons for any loss or damage suffered by the Customer and/or any persons in the event such Telecommunication Instructions in fact emanated from unauthorised individuals unless the same is due to the Bank's wilful default or gross neglect.

- 11.4 The Bank may (but shall not be obliged to) act on the Telecommunication Instructions without inquiring the identity or authority of the person giving or purporting to give such Telecommunication Instructions or the authenticity of any telephone call, e-mail or fax message and may treat the same as fully authorised by and binding on the Customer as long as the Bank officer concerned believes the Telecommunication Instructions to be genuine at the time it was given.
- 11.5 The Bank may (but shall not be obliged to) verify the Telecommunication Instructions with T-pin identification and such other identification code or questions as the Bank may from time to time specify and the Customer shall be fully responsible for any improper use of such T-pin or identification code.
- 11.6 The Customer undertakes to keep the Bank and its directors, officers, employees, agents and correspondents ("the Bank's Representatives") indemnified against all claims, demands, actions, proceedings, damages, (whether direct or indirect), losses (including consequential losses), costs and expenses incurred by the Bank and/or the Bank's Representatives arising out of anything done or omitted to be done pursuant to any instruction given by the Customer unless the same is due to the Bank's willful default or gross neglect.
- 11.7 Notwithstanding anything herein, the Bank is not obligated to accept and act upon Telecommunication Instructions to:-
- change account mandate;
  - change authorised signatories;
  - grant Power of Attorney to another person/entity; or
  - close the Customer's account and transfer the remaining balance from the Customer's account.

## 12. BONUS POINTS

- 12.1 Subject to the terms and conditions herein, the Customer shall be entitled to earn bonus points ("Bonus Points") in relation to the Customer's purchase of pre-determined or selected transaction and activities ("participating goods, products and/or services") as determined by the Bank from time to time. Such participating goods, products and/or services and the Bonus Points to be earned may be viewed at the Bank's website at <http://www.cimbpreferred.com>.
- 12.2 The Bank may upon giving prior notice of fourteen (14) calendar days:
- (i) determine, vary, amend, suspend and/or withdraw the list of participating goods, products and/or services or any part(s) thereof;
  - (ii) determine, vary, suspend and/or amend the Bonus Points to be awarded in relation to any participating goods, products and/or services purchased by the Customer.
- 12.3 Bonus Points shall only be calculated and awarded to the Customer if the Customer is the primary account holder/main applicant of the participating products if the products are purchased under joint names.
- 12.4 Subject to the terms and conditions herein, Bonus Points shall only be awarded to the Customer in respect of transactions entered into by the Customer from the date the Bank notifies the Customer in writing of his CIMB Preferred Membership.
- 12.5 Bonus Points shall be calculated and rounded down to the nearest point. For example, for a transaction qualified to be awarded Bonus Points of between 1.0 to 1.9, one (1) Bonus Point shall be awarded.
- 12.6 Bonus Points computed in the Customer's favour, shall be awarded on a monthly basis to the Customer provided always that on the date of the award of the Bonus Points, the Customer has not breached any of the terms and conditions herein.
- 12.7 The Customer's entitlement to use or enjoy the Bonus Points awarded shall be subject to all the terms and conditions of Member Rewards Catalogue which can be viewed at the Bank's website <http://www.cimbpreferred.com> and provided always that the Bonus Points are valid and that the same has not expired or terminated by the Bank.
- 12.8 Unless otherwise specified and/or agreed by the Bank, Bonus Points awarded by the Bank shall not be transferable to any other party, redeemed or exchanged with the Bank for cash or for any other goods, products or services.
- 12.9 Details of the Bonus Points computed and awarded to the Customer can be viewed by the Customer via CIMB Clicks and/or the Bank's monthly statement and/or monthly Consolidated Statement issued to the Customer.
- 12.10 The Customer is required to review the Bonus Points transactions and notify the Bank in writing of any dispute relating to errors, discrepancy, incorrect computation, incorrect record, incorrect entry or any other disputes whatsoever relating to the Bonus Points within fourteen (14) calendar days from the date of posting of the statement online via CIMB Clicks and/or the date of receipt of the Bank's monthly statement and/or the Bank's monthly Consolidated statement failing which the Bonus Points entries in the statement made

available online via CIMB Clicks and/or contained in the Bank's monthly statement and/or the Bank's monthly Preferred Consolidated statement shall be deemed as final, conclusive and binding on the Customer.

12.11 Notwithstanding anything else to the contrary, in the event that the Customer is at the same time both a CIMB Preferred Customer and Prime Banking Customer, he/she shall only be entitled to earn Bonus Points as a CIMB Preferred Customer in accordance with the CIMB Preferred Terms and Conditions.

12.12 Bonus Points will only be awarded to the Customer who has purchased the participating goods, products and/or services effective from 1 April 2013. Bonus Points shall not be awarded to the Customers who signed up for or purchased the participating goods, products and/or services prior to 1 April 2013.

12.13 Bonus Points can only be redeemed by the Customer for the Bank's prescribed goods, products or services listed in the Member Rewards Catalogue after the Bonus Points have been awarded by the Bank.

### **13. SECURITY DETAILS**

13.1 The Bank may at its sole and absolute discretion introduce further security measures to ensure as far as possible that the Telecommunication Instructions have been authorised by the Customer.

### **14. JOINT ACCOUNTS AND THIRD PARTY**

14.1 The joint account holders of any account of the Customer with the Bank and/or CIMB Islamic are not authorised to perform any transactions/inquiries in relation to the CIMB Preferred Membership through CIMB Preferred phone banking.

### **15. PRIVACY CLAUSE**

15.1. The Customer hereby confirms that the Customer has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is made available at [www.cimbbank.com.my](http://www.cimbbank.com.my) or [www.cimbislamic.com](http://www.cimbislamic.com)) and the clauses herein, as may relate to the processing of the Customer's personal information. For the avoidance of doubt, the Customer agrees that the said Privacy Notice shall be deemed to be incorporated by reference into the Terms and Conditions herein.

15.2. In the event the Customer provides personal and financial information relating to third parties, including information relating to the Customer's next-of-kin and dependents ("the third parties"), for the purpose of opening or operating the Customer's account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, the Customer hereby (a) confirms that the Customer has obtained the consent from the third parties or are otherwise entitled to provide the personal and financial information of the third parties to the Bank and for the Bank to use it in accordance with the Terms and Conditions herein; (b) agrees to ensure that the personal and financial information of the third parties are accurate; (c) agrees to update the Bank in writing in the event of any material change to the personal and financial information of the third parties; and (d) agrees to the Bank's right to terminate the Terms and Conditions herein and/or the CP services, benefits and/or privileges upon prior notification to the Customer should such consent be withdrawn by any of the third parties.

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

15.4. The Bank may 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, FIS and/or any other agencies and/or from any financial institution to enable the Bank to ascertain the Customer's status as may be required to help making 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 the Customer's portfolio(s); recover debts; and/or any purpose related to or in connection with the account/facility under the terms and conditions herein. The Customer will be linked by the credit reporting/reference agencies to any other names the Customer uses or have used and any joint and several applicants. The Bank may also share information about the Customer and how the Customer manages the Customer's account(s)/facility(ies) with relevant credit reporting/reference agencies.

15.5. The Customer further agrees that the Bank shall not in any event be liable for any claim, loss, damage (financial and otherwise), injuries, embarrassments or liability howsoever arising whether in contract, tort, negligence, strict liability or any basis (including direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings) arising from any inaccuracy or loss, deletion or modification of data or for any other reasons whatsoever relating to any information forwarded by the Bank to such credit reference/reporting agencies and/or such other party, as the case may be, or in relation to any access or use, or the inability to access or use by such credit reference/reporting agencies and/or such

other party or reliance on the information contained therein, whether caused by any technical, hardware or software failure of any kind, the interruption, error, omission, delay, viruses or otherwise howsoever.

- 15.6. Even after the Customer has provided the Bank with any information, the Customer 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(s), service(s), account(s) and/or facility(ies) that is/are linked with such information.
- 15.7. For the purposes of this clause, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 6 of the Companies Act 1965 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.
- 15.8. This clause shall be without prejudice to any other clause in the terms and conditions of the Customer's relevant deposit account(s) of the Bank and/or CIMB Islamic and/or investment product(s) made with the Bank and/or CIMB Islamic which provides for the disclosure of information.

## **16. IMPORTANT NOTICE**

- 16.1 The Bank shall be entitled to modify, vary, delete, add or amend to any of the Terms and Conditions herein or any part thereof at any time and from time to time by providing prior notice of twenty one (21) calendar days to the Customer.
- 16.2 Notification to the Customer in respect of any such modification, variation, deletion, addition or amendment ('the Amendment') shall be effected at the Bank's absolute discretion through any one of the following means of communication namely via: (i) its display at the Bank's premises and website regarding the Amendment where detailed provisions regarding the Amendment may be provided in the notice itself or may be provided to the Customer upon request; or (ii) by a notice being sent by the Bank to the Customer's last known address; or (iii) advertised in one newspaper of the Bank's choice; or (iv) via electronic mail or by any other means of notification which the Bank may select and the Amendment shall be deemed binding on the Customer as from the date of notification of the Amendment or from such other date as may be specified by the Bank in the notification.
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- 16.5 The Customer acknowledges that the CIMB Preferred membership is personal and non-transferable.
- 16.6 All statements of account, notices or any other communication sent by post to the Customer at the Customer's last known address stated in the Bank's records shall be deemed to have been duly received by the Customer within three (3) days of posting.
- 16.7 The Customer shall promptly notify the Bank in writing within fourteen (14) days from the date of receipt by the Customer of the statements of account from the Bank of any omission, incorrect entries, debits wrongly made, error, discrepancies or inaccuracies of any kind whatsoever in the statements of account failing which, the Customer shall be deemed to have accepted the entries contained therein and the up to date of the last entry in the statements of account shall be deemed to be correct, final, conclusive and binding on the Customer. The Customer shall be precluded from making any claims against the Bank for any omission, incorrect entries, debits wrongly made, error, discrepancies or inaccuracies arising from the statement of account after the fourteen (14) days period unless the same is caused directly by the Bank's willful default or gross neglect.
- 16.8 Time shall be of the essence herein but the Bank's failure in exercising or delay in exercising or enforcing its rights, powers, privileges or remedies against the Customer shall not operate as a waiver thereof nor shall any partial exercise of any rights, powers, privileges or remedies prejudice or affect the Bank's rights to subsequently act strictly in accordance therewith.
- 16.9 The illegality, invalidity or unenforceability of any Terms and Conditions herein shall not affect the legality, validity or enforceability of any other Terms and Conditions herein.
- 16.10 The Terms and Conditions herein shall at all times and from time to time be subjected to, governed by and construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia, the Association of Banks in Malaysia and other relevant bodies. The Customer submits to the exclusive jurisdiction of the Courts of Malaysia.
- 16.11 Notwithstanding anything herein, the Bank's rights and entitlement under the Terms and Conditions herein shall continue to remain in force and effect and shall survive any termination or suspension of the CP services, benefits and/or privileges by the Bank.

- 16.12 The Terms and Conditions herein shall continue to be valid and binding notwithstanding any transfer or assignment of business, operations, assets or liabilities of the Bank or any changes in the Bank or any company to which the business of the Bank may for the time being is carried on.
- 16.13 The Terms and Conditions herein stated shall be in addition to and not in derogation of any specific arrangement with regard to the usage of the CP services, benefits and/or privileges now or hereafter subsisting between the Bank and the Customer or any terms and conditions as may be specified in any letter or notice given by the Bank to the Customer from time to time.
- 16.14 The Terms and Conditions herein shall continue to be valid and binding notwithstanding the Customer's death and shall be binding on the heirs, personal representatives and successors-in-title of the Bank and the Customer respectively and the rights and obligations of the Customer herein cannot be assigned for any reasons whatsoever.
- 16.15 The terms and conditions herein shall supersede all previous terms and conditions, agreements or arrangements, if any, made between the Bank and the Customer, either in writing or verbal in respect of the CP services, benefits and/or privileges.
- 16.16 The Terms and Conditions herein are in addition and subject to the agreement and/or terms and conditions governing the operation, services, benefits and privileges in relation to and/or arising under the relevant deposit and/or investment account(s) of the Customer maintained with the Bank.
- 16.17 Where the context so admits, word importing the singular number shall include the plural number and vice-versa, words importing the masculine gender shall include the feminine and neuter genders and vice-versa.
- 16.18 In the event of any inconsistency, conflict, ambiguity or discrepancy between the Bahasa Malaysia version and English version or any other language versions of the Terms and Conditions herein, the English version shall prevail. Notwithstanding the aforementioned, where request has been made by Customer and noted and acknowledged by the Bank in its record that the Bahasa Malaysia version of the Terms and Conditions shall govern the CIMB Preferred membership, then the Bahasa Malaysia version of the Terms and Conditions herein shall prevail.
- 16.19 For complaints related to CIMB Preferred membership, the Customer may contact the Bank's Customer Resolution Unit bearing the following address, telephone, email and facsimile numbers (or bearing such other address, telephone, email and facsimile numbers which the Bank may change by notification to the Customer):
- Contact No. : 03-2619 2380
  - Email Address : [cru@cimb.com](mailto:cru@cimb.com)
  - Address : CIMB Bank Berhad, Level 17,  
Menara Bumiputra-Commerce, 11 Jalan Raja Laut,  
50350 Kuala Lumpur
  - Fax No. : 03-2691 3248
- 16.20 For any other enquiries, please visit any of the Bank's branch nationwide or contact us at 1300 885 300.