

CIMB Bank Berhad [197201001799 (13491-P)]

IMPORTANT NOTICE DATED 28th AUGUST 2024

NOTICE OF AMENDMENTS TO MERCHANT SERVICES TERMS AND CONDITIONS & APPENDICES A, F, G AND H

Dear Valued Merchants,

Effective 18 September 2024, the Merchant Services Terms and Conditions (T&C) and Appendices A, F, G and H (Appendices) will be amended. The amendments are applicable to all CIMB participating merchants nationwide and we hereby give you twenty-one (21) calendar days' notice.

For your easy reference, the amended clauses in the Terms and Conditions and Appendices are set out in the table below. You may view the full amended <u>Merchant Services Terms and Conditions</u> from 18 September 2024 onwards.

1) Merchant Services Terms & Conditions

Clause	Existing Clause	Revised Clause
12.1	Any record obtained from any of the Card Companies, PayNet, any eWallet Operator or any other relevant third party's system, database or network shall be conclusive and binding on the Merchant save for manifest error .	Any record obtained from any of the Card Companies, PayNet, any eWallet Operator or any other relevant third party's system, database or network shall be conclusive and binding on the Merchant save for obvious error .
12.2	Any document, computer generated statement or certificate (which does not require any signature) issued by the Bank and or certificate signed by any of its officers stating any amount due or owing by either Party to the other shall be conclusive evidence and binding on the Merchant save for manifest error . The Bank may however correct any error appearing in any statement or certificate by issuing a substituted document in its place.	Any document, computer generated statement or certificate (which does not require any signature) issued by the Bank and or certificate signed by any of its officers stating any amount due or owing by either Party to the other shall be conclusive evidence and binding on the Merchant save for obvious error . The Bank may however correct any error appearing in any statement or certificate by issuing a substituted document in its place.
13.5	Disclosure by the Bank to Group Companies (within Malaysia) may also be for cross selling 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 Merchant. The Bank may also disclose the Merchant's information such as name and	Disclosure by the Bank to Group Companies (within Malaysia) may also be for cross selling 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 Merchant. The Bank may also disclose the Merchant's information such as name and
	contact details (excluding the Merchant's affairs or account) to third party business partners and strategic alliance partners	contact details (excluding the Merchant's affairs or account) to third party business partners and strategic alliance partners for



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for cross selling, marketing and promotional purposes if the consent from the Merchant has been obtained. However, the Merchant may at any time revoke or withdraw the above mentioned consent to disclosure of information by the Bank to Group Companies (within Malaysia) and to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes 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 Merchant): Customer Resolution Unit, P.O. Box 10338 GPO Kuala Lumpur 50710 Wilayah Persekutuan; Call Centre No +603 6204 7788, e-mail: cru@cimb.com.	cross selling, marketing and promotional purposes if the consent from the Merchant has been obtained. However, the Merchant may at any time revoke or withdraw the above mentioned consent to disclosure of information by the Bank to Group Companies (within Malaysia) and to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes 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 Merchant): Customer Resolution Unit, P.O. Box 10338 GPO Kuala Lumpur 50710 Wilayah Persekutuan; Call Centre No +603 6204 7788, e-mail: contactus@cimb.com .
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1) Appendices

i) Appendix A

Clause	Existing Clause	Revised Clause
14	Force Majeure	Unforeseen Circumstances

ii) Appendix F

Clause	Existing Clause	Revised Clause
18	FORCE MAJEURE	UNFORESEEN CIRCUMSTANCES

iii) Appendix G

Clause	Existing Clause	Revised Clause
20	FORCE MAJEURE	UNFORESEEN CIRCUMSTANCES

iv) Appendix H

Clause	Existing Clause	Revised Clause
19	Force Majeure	Unforeseen Circumstances

Thank you.

The Management CIMB Bank Berhad