

TERMS AND CONDITIONS OF CIMB DEBIT CARD

1. DEFINITIONS

1.1 In these Terms and Conditions:-

- 1.1.1 **“Account”** means the account opened by the Cardholder with the Bank.
- 1.1.2 **“Annual Fee”** is a yearly fee charged to the Cardholder for the services offered by the Bank.
- 1.1.3 **“ATM”** means an automated teller machine.
- 1.1.4 **“ATM Transaction”** means any transactions made using the ATM.
- 1.1.5 **“Authorised Merchant”** shall mean any retailer or service provider who is able to accept the Card for payment of goods and services provided.
- 1.1.6 **“Automatic Bill Payment”** means recurring payments made by the Cardholder using the Card.
- 1.1.7 **“Auto Payment”** means the Bank’s automatic payment of Merchant Charges billed by a Merchant (carried out in accordance with the Cardholder’s instructions), which payment is then charged to the Cardholder’s Designated Account.
- 1.1.8 **“Bank”** means CIMB Bank Berhad 197201001799 or CIMB Islamic Bank Berhad 200401032872, the bank where the Designated Account is maintained.
- 1.1.9 **“CIMB Debit Card”** means the Debit Card issued by the Bank (and includes any replacement or renewed cards) which includes CIMB Debit Mastercard, CIMB Octo Debit Mastercard, CIMB Preferred Debit Mastercard, Petronas Debit Mastercard and CIMB Visa Debit Card.
- 1.1.10 **“Cardholder”** means a customer of the Bank to whom the Card has been issued.
- 1.1.11 **“CIMB Clicks”** means the banking services, the services of which may be accessed by the Cardholder via the Internet or any other electronic medium as may be approved by the Bank in accordance with these Terms and Conditions. For the purposes of these Terms and Conditions, any reference to CIMB Clicks shall mean and include reference to the services which may be accessed by the Cardholder via CIMB Clicks App and/or CIMB Octo App, as the case may be.
- 1.1.12 **“CNP”** refers to card-not-present transactions where charges are made when the Card is not physically present (examples of this include Transactions effected online via the Internet, by mail order or over the telephone).
- 1.1.13 **“Contactless Transactions”** means transactions whereby certain cards are utilized to pay for goods and services by tapping or waving the Card at contactless readers / terminals.
- 1.1.14 **“Current Balance”** shall mean the Cardholder’s available funds in his Designated Account after deducting the purchases of goods and/or services incurred by the Cardholder.

- 1.1.15 **“Debit Transaction”** means a Transaction effected through the use of the Card with PIN or Contactless Transaction or without a PIN but accompanied by the Cardholder’s signature.
- 1.1.16 **“Designated Account”** means the Account selected by the Cardholder for carrying out Debit Transactions.
- 1.1.17 **“Expiry Date”** means the expiry date printed on the Card.
- 1.1.18 **“Held Balance”** means the amount earmarked by the Bank for Debit Transactions proposed to be effected on the Card or effected but which have not been debited from the Designated Account.
- 1.1.19 **“Merchant”** means a merchant recognised by the Bank to issue Auto Payment billings.
- 1.1.20 **“Merchant Charges”** means charges which are payable by the Cardholder to a Merchant and charged to the Card.
- 1.1.21 **“PIN”** means the personal identification number used by the Cardholder to validate a Transaction.
- 1.1.22 **“Transaction”** means any and all transactions made on the Card including cash withdrawal, purchases, payments, fund transfers, balance inquiries, cash or cheque deposits, payment of bills, Automatic Bill Payment and any other electronic banking service as the Bank shall offer or introduce from time to time and activated by you via ATM or other permitted channels (if required) (whether via ATM, Point of Sale terminal, internet transaction or such other terminals or channels that is available to the Cardholder). The term **“Transaction”** also includes “Debit Transaction”.
- 1.1.23 **“Transaction Limits”** means the relevant maximum daily limit for each type of Transaction that may be carried out using the Card.

1.2 Words importing the singular includes the plural and vice versa.

1A. ISSUE OF THE CARD BY CIMB ISLAMIC BANK BERHAD AND SERVICES AVAILABLE FOR SUCH CARD

- 1A.1 If the Designated Account is maintained at CIMB Islamic Bank Berhad, the Card issued by the Bank to the Cardholder is based on the Shariah concept of Ujrah which refers to payment in exchange for service rendered. The types of services, benefits and privileges shall be determined by the Bank.
- 1A.2 The Cardholder further agrees that the duration for the services shall be for a period as determined by the Bank. The Bank may extend the duration from year to year or for any other period as the Bank deems fit. If the services are not extended by the Bank, then the services shall cease to be available on the Expiry Date and any amounts due to the Bank under the services and up to Expiry Date and / or termination date of the Card shall become fully payable. The services shall be subject to periodic review at the discretion of the Bank and any amounts due to the Bank shall be payable on demand.
- 1A.3 In addition to the above, the Cardholder agrees that the Card is issued for use in connection with the services made available by the Bank from time to time within the available balance in the Designated Account, during the tenure of the Card (including such renewed tenure), including but not limited to the following:-
- (a) to facilitate the purchase and acquiring of goods and/or services from the Authorised Merchants; and/or

- (b) operation of the various banking accounts opened for the Cardholder in conjunction with the use of the Card; and/or
 - (c) other facilities, subject to prior written arrangement with the Bank;
- (collectively referred to as the “Services”).

2. ACCEPTANCE AND USE OF CARD

- 2.1 Any customer of the Bank having a Designated Account may apply at any of the Bank’s branches in Malaysia for a Card with a temporary PIN to gain access to the services available through the Card. The Cardholder acknowledges that the acceptance and/or use of the Card constitutes the Cardholder’s agreement to be bound by these Terms and Conditions.
- 2.2 The temporary PIN may be sent by the Bank via:
- a) Short Messaging Service (SMS) to the Cardholder’s valid mobile number registered with the Bank; or
 - b) PIN Mailer to the Cardholder’s correspondence address on the Bank’s record (if the Cardholder does not have a valid mobile number registered with the Bank).
- 2.3 The Cardholder must sign on the signature panel at the back of the Card and change the Card’s temporary PIN at the Bank’s own ATMs, the Bank’s branch or other secured channels allowed by the Bank within twenty-four (24) hours or such other period specified by the Bank. When choosing a PIN, the Cardholder MUST NOT select a PIN which is obvious or predictable, for example PINs which:-
- a) represents his birth date, identity card, passport, driving license or contact numbers;
 - b) is a recognizable part of his name;
 - c) are sequential numbers (for example 12345); or
 - d) are all the same numbers (for example 111111)
- 2.4 If the Cardholder forgets his PIN, the Bank will upon the Cardholder’s request issue a new temporary PIN to the Cardholder.
- 2.5 If the Cardholder reports that his Card has been lost or stolen and requests for a replacement card, the Bank will issue a new Card and a temporary PIN to the Cardholder. The existing PIN cannot be used for the replacement Card. A Card replacement fee will be debited to the Designated Account.
- 2.6 The Cardholder must keep his PIN secret and must not disclose it to anyone under any circumstances.
- 2.7 The Cardholder must ensure that the amount being charged is correct before signing any transaction slip and before entering the Cardholder’s PIN into any terminal. 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.
- 2.8 The Cardholder agrees that the PIN is a secure way of authenticating and verifying the Cardholder’s identity to the Bank for:-
- a) transactions to be carried out by the Bank for the Cardholder; and

- b) 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.

2.9 In line with Clause 2.8, the Cardholder further agrees as follows:

- a) the Bank is allowed by the Cardholder to act on all instructions of the Cardholder when identified by the Cardholder's PIN;
- b) the Bank shall not be liable for acting upon such instructions in good faith;
- c) 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; and
- d) the Bank may still request for other forms of identification if it has doubts as to the Cardholder's identity although the Bank is entitled to rely on the PIN as conclusive evidence of the Cardholder's identity.

2.10 The Cardholder must comply with all directions and guidelines issued by the Bank for the use of the Card from time to time.

2.11 The Card is only valid until the Expiry Date. The Cardholder shall ensure that as soon as the Card expires, it is returned to the Bank for a replacement card to be issued.

2.12 The Card must not be used after its cancellation, expiration or after the Cardholder ceases to be the Bank's customer.

2.13 (a) The Cardholder shall use the Card responsibly, including not using the Card for withdrawal of cash, payment or fund transfer unless there are sufficient funds in his/her Account.

(b) Any withdrawal of cash, payment or fund transfer shall be rejected if there are insufficient funds in the Account.

(c) If the Cardholder's Account is overdrawn, and if the Cardholder does not have an overdraft facility, he shall on demand by the Bank, make good the amount overdrawn plus interest as stated in the terms and conditions governing the Account.

2.14 (a) The Cardholder must not use the Card for any activities which are illegal and forbidden by law including illegal online betting.

(b) The Bank may immediately terminate the Card if Cardholders are discovered to have used the Card for any illegal activities and the Cardholder shall indemnify the Bank fully and completely against all claims, demands, action, proceeding, loss, expenses (including legal costs as between solicitor and own client), taxes and duties and all other liabilities of whatsoever nature which the Bank may suffer arising out of the Cardholder's use of the Card for any illegal activities.

2.15 (a) The Cardholder may ask the Bank to change any of the Transaction Limits to a lower limit but the Bank is under no obligation to agree to the Cardholder's request. Changes to Transaction Limits is subject to terms and conditions that may be imposed by the Bank.

- (b) The Bank may however on its own initiative vary any Transaction Limit at any time and from time to time at its sole and absolute discretion by giving prior notice to the Cardholder.
- 2.16 (a) Any forms or receipts signed by the Cardholder and/or Transaction verified by the Cardholder's PIN and/or any transactions electronically confirmed, validated and/or carried out by the Cardholder in relation to any Transaction before, during or after the transaction or matter is carried out shall be deemed final, conclusive and binding on the Cardholder.
- (b) In addition, the Bank's books and/or records evidencing such transactions shall also be deemed as final, conclusive and binding on the Cardholder.
- 2.17 The Bank shall not be held responsible and disclaims all warranties (implied or express) on all items purchased or services obtained and on all Transactions made by the Cardholder using the Card.
- 2.18 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) post transaction alert of the Card, (ii) cancellation or suspension of the Card and/or any services under the Card, (iii) any form of reminders, announcement, promotions and other information and (iv) reminders of insufficient fund of Cardholder's CIMB Current/Savings Account/-i for Auto Payment (if any). The notification is effective and deemed to have been received by the Cardholder in the same way provided for in Clause 2.19.
- 2.19 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 on the 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).
- 2.20 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: -
 - (a) error in transmission;
 - (b) inaccuracy, incompleteness, delay, non-delivery or wrongful transmission to any third party;
 - (c) improperly-accessed information, or wrongful or unauthorised use or interpretation of the information sent; and

(d) claim for libel or slander arising from any information sent

unless the Cardholder shows they arise from and are caused directly by the Bank's gross negligence or wilful default.

2.21 Notifications may be sent in Bahasa Malaysia, English or other languages the Bank chooses.

2.22 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.

3. CARDS WITH CONTACTLESS TRANSACTION ENABLED FEATURES

3.1 The Cardholder acknowledges that certain Cards issued by the Bank will incorporate a feature which enables the Card to be used for Contactless Transactions at contactless terminals.

3.2 Contactless Transactions not exceeding an amount which may from time to time be specified by the Bank may be processed and the Cardholder's Designed Account debited with the Contactless Transaction amount without requiring the:-

- a) Card to be swiped at a magnetic strip reader;
- b) Card's chip to be read by a chip terminal; or
- c) Cardholder's signature or entry of the Cardholder's PIN number to authorize the transaction.

3.3 The Cardholder agrees to be liable for all Contactless Transactions charged to the Card and posted to the Cardholder's Designated Account.

3.4 All Contactless Transactions are deemed properly authorized by the Cardholder unless the Cardholder can show conclusive proof to the contrary. In this regard the Cardholder acknowledges the ease of which unauthorized Contactless Transactions may be carried out and accepts the risk of the same.

4. POSSESSION OF THE CARD

4.1 The Card remains the property of the Bank and must be surrendered back to the Bank immediately upon demand. The Cardholder must not part with possession or let someone else have control of the Card.

4.2 A Cardholder shall only be issued with one Card at any one time, subject to the Bank's absolute discretion to issue more than one Card to a Cardholder as it deems fit.

5. THEFT OR LOSS OF CARD

- 5.1 (a) The Cardholder is fully responsible for all Transactions including any entry errors at point of sales terminals and whether or not processed with the Cardholder's knowledge, acquiescence or authority.
- (b) The Cardholder hereby authorizes the Bank to debit the Cardholder's Designated Account with the amount of any payment, purchase, withdrawal of cash or transfer of funds carried out using the Card as per the Bank's record of transactions.
- 5.2 (a) The Cardholder must use utmost care, diligence and precautions to prevent the loss, theft or fraudulent use of the Card and to prevent the disclosure of the Card details or PIN to any other person.
- (b) The Cardholder shall indemnify and hold the Bank harmless against any liability for loss, damage, costs and expenses (legal or otherwise) arising from the Cardholder's breach of such duty.
- (c) The duty to use utmost care, diligence and precautions to prevent the loss, theft or fraudulent use of the Card and to prevent the disclosure of the Cardholder's PIN to any other person includes:-
- (i) never using a PIN selected from Cardholder's birth date, identity card, passport, driving license or contact numbers.
 - (ii) never allowing anyone else to use the Card and PIN.
 - (iii) never writing the PIN on the Card or any item normally kept with or in close proximity with the Card.
 - (iv) never writing the PIN in a way which can be understood by someone else.
 - (v) never disclosing the Card details or PIN to anyone else.
 - (vi) not letting the Card out of the Cardholder's sight and possession.
- 5.3 The Cardholder must notify the Bank immediately by contacting the Bank's Contact Centre or visiting the Bank's branch:-
- (a) 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;
 - (b) when the Cardholder receives a via Short Messaging Service (SMS) transaction alert for a transaction that was not authorized by the Cardholder; and
 - (c) when the Cardholder has changed his contact number.
- 5.4 The Bank may require the Cardholder to provide the Bank with a police report within seven (7) calendar days from the date of the loss and/or theft and/or disclosure of the PIN to a third party. The Bank may issue their request in writing or verbally and record such verbal request. The Cardholder agrees for telephone instructions or requests to be recorded and maintained by the Bank and hereby agrees that such records shall be conclusive and binding for all purposes.

- 5.5 The Bank may act on the Cardholder's telephone instructions and shall not be liable to the Cardholder for any loss or damage incurred or suffered by as a result of such action.
- 5.6 The Cardholder agrees to the recording and retention of the Cardholder's telephone calls with the Bank and agrees to indemnify and keep the Bank indemnified against all losses, claims, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank howsoever arising out of or in connection with all such instructions.
- 5.7 If the Card is lost or stolen and/or the PIN is revealed the Cardholder remains liable for all charges incurred on the Card before the Bank receives written or verbal notification from the Cardholder for the loss and/or theft of the Card and/or disclosure of the PIN. The Cardholder shall be liable for:-
- (a) PIN-based unauthorised transactions, if the Cardholder:-
 - (i) acts fraudulently;
 - (ii) does not notify the Bank as soon as reasonably practicable after discovering the loss or unauthorised use of the Card;
 - (iii) voluntarily disclosed the PIN to another person; or
 - (iv) recorded the PIN on the Card, or on anything kept close to the Card.
 - (b) unauthorised transactions which require signature verification or the use of the Card for Contactless Transaction, if the Cardholder:-
 - (i) acts fraudulently;
 - (ii) does not notify the Bank as soon as reasonably practicable after discovering the loss or unauthorised use of the Card;
 - (iii) left the Card unattended or failed to keep the Card safe; or
 - (iv) voluntarily allows another person to use the Card.
- 5.8 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.
- 5.9 When the Cardholder's reported lost or stolen Card is found, the Card can no longer be used.
- 5.10 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 may charge a fee and insist that the Cardholder gives the Bank such indemnity that the Bank may require of the Cardholder. The replacement Card shall also be subject to these Terms and Conditions.

6. DESIGNATED ACCOUNT

- 6.1 All payments for purchase of goods and/or services charged to the Card, Annual Fee and all additional charges shall be debited to the Designated Account in the billing currency, local and overseas, and shall be reflected in the Designated Account transaction history and/or statement.
- 6.2 The Cardholder accepts full responsibility for all Transactions carried out on the Card, including those where the Cardholder has made data entry errors at Point of Sale terminals and the Bank is authorized to debit the Cardholder's Designated Account for all Transactions carried out using the Card as per the Bank's record of transactions.

7. HELD BALANCE ON DESIGNATED ACCOUNT

- 7.1 The Bank may assign a Held Balance for the purpose of any Transaction proposed to be effected on the Card. The amount of the Held Balance and period that such Held Balance may be earmarked as determined by the Bank at its discretion.
- 7.2 The Bank may at its discretion debit the Designated Account for the amount of the Held Balance (or any part thereof) whether or not such amount represents the Transaction. If the Bank debits any amount from the Designated Account but later on determines that such amount (or any part thereof) ought not to be so debited, the Bank will re-credit such sum back to the Designated Account free of interest.
- 7.3 Where the Card is used at certain automated fuel dispensers to pay for petrol transaction(s), a pre-authorisation amount of Ringgit Malaysia Two Hundred (RM200) will be charged to your Designated Account. If this happens, the Bank will only post the exact amount of transaction and release any extra Held Balance from your Designated Account within three (3) working days after the date of the said petrol transaction. Alternatively, the Cardholder may pay for petrol transaction(s) through the Indoor Payment Terminal ("IPT") to avoid pre-authorisation transaction
- 7.4 The balance available to the Cardholder for use in the Designated Account shall be reduced by the Held Balance.
- 7.5 The Bank retains the absolute discretion to debit the Designated Account for the amount of any withdrawal, transfer and/or any other Transactions effected by use of the Card, at any time upon release of the Held Balance.
- 7.6 If the Held Balance has been released, the Cardholder agrees that the Bank may reassign the Held Balance for a period and amount at its discretion if a Transaction is likely to be or is presented for payment subsequently by an Authorised Merchant and/or debit the Designated Account for all Transactions carried out using the Card as per billing instruction from Authorised Merchant.

8. OVERSEAS TRANSACTION AND CNP TRANSACTION

- 8.1 CNP transaction which is not authenticated via strong authentication method such as dynamic password or any overseas transaction using the Card and/or Designated Account is not allowed by default. The Cardholder may however expressly opt-in and authorise such transactions by contacting the Bank's Contact Centre or such other channels made available by the Bank.
- 8.2 The Cardholder acknowledges the ease by which unauthorized CNP and overseas transactions may be carried out and accepts these risks. If the Cardholder opts in to authorise CNP or overseas transactions on his Card, the Cardholder shall be liable for all CNP and overseas transactions posted to the Cardholder's Designated Account and all such transactions shall be deemed to have been properly authorized by the Cardholder unless the Cardholder can show conclusive proof to the contrary.
- 8.3 If the Cardholder has authorised CNP or overseas transactions to be carried out on his Card, the Cardholder may later request the Bank to disable these transactions by contacting the Bank's Contact Centre or such other channels made available by the Bank.

- 8.4 If any Transaction is charged in any currency other than Ringgit Malaysia, that amount charged shall be converted into Ringgit Malaysia at such time and such exchange rate as may be determined by Visa, Mastercard International or the Bank in accordance with its usual practice. The Cardholder shall bear all exchange risks, losses, fees, and charges for such Transactions.
- 8.5 All Transactions made outside Malaysia are also subject to these Terms and Conditions as well as the laws of the country where the Transactions took place. The use of the Card for overseas transaction is subject to all relevant guidelines, regulation, rules or restrictions issued by Bank Negara Malaysia or any other governmental authority from time to time.
- 8.6 The Bank may at any time suspend or terminate the use of the Card at any ATMs or authorised merchants outside Malaysia without being liable to the Cardholder for any loss or damage which may be suffered by the Cardholder.
- 8.7 The Cardholder shall pay to the Bank all fees and charges imposed by the Bank on the use of the Card outside Malaysia.

9. DISPUTE / CHARGE BACK

- 9.1 Depending on the card scheme, a Cardholder may charge back a Card Transaction or part thereof (“**Disputed Amount**”) to the merchant by raising a dispute to the Bank within the permitted timeframe and providing all relevant supporting documentation as requested by the Bank.
- 9.2 Once the documentation for the charge back are in order, the Bank will raise the charge back to the merchant for the merchant to carry out its own investigation. The Bank will credit the Disputed Amount to the Designated Account within 14 working days if the Transaction Amount had earlier been debited from the Designated Account.
- 9.3 If the merchant does not agree to the charge back, the Bank will proceed to debit the Disputed Amount from the Designated Account and return it to the merchant accordingly.

10. JOINT ACCOUNTS (Applicable to Joint Account in the names of two or more persons)

- 10.1 The Bank may issue an additional Card to the co-holder of a joint account provided that the joint account is one which can be operated by either account holder.
- 10.2 The joint account holders shall be jointly and severally liable under these Terms and Conditions.
- 10.3 The Bank’s obligation to the joint account holders shall be discharged if it is fulfilled to any one person named in the joint account.
- 10.4 For joint account holders, the Bank may rely on instructions from either one of them to effect any Transaction on the Designated Account. All Transactions arising therefrom shall be binding on all joint accountholders who are jointly and severally liable.
- 10.5 The joint account holders agrees to jointly and severally indemnify and hold the Bank harmless against losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whenever

incurred arising from any authorization issued by any of the joint account holders and or use of the Card by a co-holder of the joint account.

11. RIGHT OF SET-OFF

- 11.1 The Bank may, by giving the Cardholder seven (7) calendar days' prior notice, exercise any right of set-off on any Account of the Cardholder with the Bank, and any joint account(s) of the Cardholder.
- 11.2 The Bank's right of set-off may be exercised by combining, consolidating, setting-off and/or transferring any sum of monies standing to the credit of the Cardholder's Accounts towards settling all monies due to the Bank by the Cardholder.
- 11.3 The Bank's 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).
- 11.4 Before carrying out any setting-off, the Bank may withhold or suspend payment of any available funds in the Cardholder's said account(s) against the Cardholder's outstanding balance by giving notice to the Cardholder.

12. BANK'S DISCRETION

- 12.1 Even though the Cardholder has sufficient available Current Balance to carry out a proposed Transaction, the Bank may at any time without incurring any liability to the Cardholder, refuse to approve any Transaction and:
- (a) suspend the Cardholder's right to use the Card entirely or in respect of specific transactions; and/or
 - (b)
 - (i) refuse to re-issue, renew or replace the Card, without in any case, affecting the obligations of the Cardholder under these Terms and Conditions which will continue in force; and
 - (ii) there will be no refund of any Annual Fee or other fees paid if the right to use the Card is so suspended by the Bank or if the Card is not so renewed or replaced; and/or
 - (c) refuse to carry out any Transaction if the Bank has any reason to doubt its authenticity, unauthorized usage by the Cardholder for any reason or if in the opinion of the Bank it is unlawful, fraudulent or improper.

13. TERMINATION

- 13.1 The Cardholder can cancel the Card by written notice to the Bank or by contacting the Bank's Contact Centre or such other channels made available by the Bank.
- 13.2 The Bank may at any time in its absolute discretion and without assigning any reason terminate the use of the Card by giving adequate prior notice to the Cardholder. The Bank may also withdraw, suspend or terminate the use of the Card immediately, with or without notice, upon the occurrence of any one or more of the following events:-

- a) the bankruptcy, insolvency, death or incapacity of the Cardholder; and/or
- b) if the Cardholder is found to have used the Card for any unlawful activities including but not limited to activities which are forbidden by law such as illegal online betting; and/or
- c) 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; and/or
- d) any breach by the Cardholder of any of these Terms and Conditions.

13.3 The Bank may also terminate the Card if there are insufficient funds in the Cardholder's Designated Account to clear a Transaction by giving fourteen (14) days written notice to the Cardholder.

14. EXCLUSION OF LIABILITY

- 14.1 The Bank is not liable for the refusal of any merchant to accept the Card or any statement or other communication made by any merchant or any defect or deficiency in goods or services or any other acts or omissions by any merchant.
- 14.2 The Bank is not liable if it is prevented by any industrial dispute, war, Act of God or anything outside the control of the Bank, its servants or agents from performing any of its obligations.
- 14.3 The Bank is not liable if any Transaction using the Card is not honoured, due to any mechanical defect or malfunction of any ATM, Point of Sale terminal, internet network or such other terminals or channels that is available to the Cardholder or due to a loss or interruption of power supply.
- 14.4 The Bank will not be obliged to entertain any disputes arising from or in connection with any Transaction. However if the Bank decides to do so, the Bank's decision on whether or not to reverse a Transaction will only be made after completion of the investigation into the dispute.
- 14.5 The Cardholder agrees that the Card is used at his own risk and all risks incidental to or arising out of the use of the Card are assumed by the Cardholder.
- 14.6 (a) The Cardholder shall be solely responsible for the security of the Card when used to purchase goods and/or services through internet/online transactions.
- (b) The Cardholder agrees that the entry of the Card information at the internet site for the purported purchase shall be sufficient proof of the authenticity of the Transaction.
- (c) The Bank is not obliged to verify the identity or the authority of the person entering the Card information and the Cardholder shall be solely liable for the Card information entered regardless whether the person is authorized or unauthorized.
- 14.7 The Bank will not be liable in any way for any loss or damage caused to the Cardholder by Mastercard, Visa and/or their member institutions. If any claim or dispute arises, the Cardholder should handle any claim against or dispute directly with Mastercard or Visa or member institution.

15. VARIATION

15.1 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' notice before the Amendment is effective.

15.2 Notice of the Amendment to the Cardholder may be carried out in any one of the following ways:

- (a) its display at the Bank's premises and website regarding the Amendment where detail provisions regarding the Amendment may be provided in the notice itself or may be provided to the Cardholder upon request; or
- (b) by a notice being sent by the Bank to the Cardholder's last known address; or
- (c) advertised in one newspaper of the Bank's choice; or
- (d) via electronic mail; or
- (e) via Self Service Terminals; or

by any other means of notification which the Bank may select and the Amendment shall be effective from the date of notification of the Amendment or from such other date as may be specified by the Bank in the notification.

15.3 If the Cardholder does not agree to the Amendment, the Cardholder must, within seven (7) days after the Bank has given such notice of the Amendment, terminate the use of the Card by giving the Bank written notice and returning the Card to the Bank.

15.4 If the Cardholder retains or uses the Card after the effective date of the Amendment, the Cardholder is deemed to have agreed to be bound by the Amendment.

16. CHANGE IN PARTICULARS

16.1 Any change of the Cardholder's e-mail address(es) and/or mailing address(es) and/or telephone number(s) and/or signature and/or other particulars recorded with the Bank must be promptly notified to the Bank by the Cardholder. Such notification must be made in writing and supported by any documentation that the Bank may require and shall only be effective upon receipt by the Bank.

16.2 All communication sent by the Bank by instantaneous communication and/or by post to or left at the Cardholder's address maintained for the Designated Account, and/or by publication on the Bank's website or any of the Bank's branches shall be deemed delivered to and received by the Cardholder:

- (a) if sent by post, on the seventh (7th) day after posting;
- (b) if by any forms of instantaneous communication (including by electronic mail and/or short messaging service and voice recording), immediately;
- (c) if by publication on the Bank's website or at any of the Bank's branches, on the day of publication.

17. FEES AND CHARGES

- 17.1 The prevailing fees and charges (including any applicable taxes) imposed by the Bank for any of its services to the Cardholder are made available at the Bank's banking hall and displayed on its website.
- 17.2 The Bank may change the fees and charges chargeable by giving the Cardholder at least twenty-one (21) calendar days' prior notice of the effective date of change.
- 17.3 Such notification shall be communicated to the Cardholder in writing or electronically or via advertisement displayed at the Bank's banking halls and website.
- 17.4 All such fees and charges shall be debited from the Designated Account.

18. INDEMNITY

- 18.1 The Cardholder agrees to indemnify the Bank fully against all claims, demands, action, proceeding, loss, expenses (including legal costs as between solicitor and own client), taxes and duties and all other liabilities of whatsoever nature or description which may be made taken incurred or suffered by the Cardholder and/or the Bank in connection with or in any manner arising out of:
- (a) the provision of the services;
 - (b) the acceptance of any instruction given by the Cardholder; and/or
 - (c) for all transactions performed with the Card (notwithstanding such transaction may be fraudulent or unauthorized) unless caused directly by the Bank's gross negligence or willful default.

19. DISCLOSURE OF INFORMATION

- 19.1 The Cardholder agrees, consents to and authorises the Bank to disclose any information relating to the Cardholder, the Cardholder's affairs and/or any accounts maintained by the Cardholder to:-
- its agents, service providers, auditors, legal counsel and/or 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 merchant, card association, card scheme and/or any other person or entity having a legitimate interest in the Cardholder;

for facilitating business, operations, provision of the Card, facilities and provision of the contract, services of or granted or provided by the Bank and/or the Group Companies to the Cardholder, as well as to:

- any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement or for the

- purposes of litigation or potential litigation involving the Bank as and when required or requested to do so from time to time and at any time;
- 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 fulfillment of transactions or instructions that the Cardholder has requested and/or given to the Bank; and
 - such third parties and for the purpose(s) as identified in the CIMB Group Privacy Notice under the heading of 'Disclosure of Your Personal Information' and 'How We Use Your Personal Information' respectively.

The Cardholder agrees that the consent given above cannot be withdrawn where such disclosure of the Cardholder's information is necessary for the provision of the Card and/or related services or the performance of the contract with the Cardholder to comply with contractual requirements or to comply with any legal requirements.

- 19.2 Disclosure by the Bank to Group Companies (within Malaysia) may also be for cross selling and other purposes of the Bank and/or the Group Companies provided always that **disclosure for cross selling shall not be effected if such disclosure is objected to by the Cardholder.**

The Bank may also disclose the Cardholder's information such as name and contact details (excluding the Cardholder's affairs or account) to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes if the consent from the Cardholder has been obtained.

However, the Cardholder 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 Cardholder): Customer Resolution Unit, P.O. Box 10338 GPO Kuala Lumpur 50710 Wilayah Persekutuan; Call Centre No +603 6204 7788, e-mail: contactus@cimb.com

- 19.3 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; and
 - to check 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.

- 19.4 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.
- 19.5 The Cardholder hereby agrees and expressly authorizes 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.
- 19.6 (a) In addition to the Bank's rights under Clause 19.3, 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.
- (c) 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, Designated Account and/or Accounts 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.

20. NOTICE

- 20.1 The Cardholder must notify the Bank promptly in writing of:-
- 20.1.1 any intention to reside outside Malaysia for more than six months; and/or
- 20.1.2 any other change in the Cardholder's particulars or any other information as may be requested by the Bank from time to time.
- 20.2 All notices may be delivered and shall be deemed delivered to and received by the Cardholder in the same manner as specified in Clause 16.2.
- 20.3 Any failure on the part of the Cardholder to notify any change of his address resulting in delay or return of any correspondence and notice shall not prejudice the Bank's rights and entitlement under these Terms and Conditions.

21. SEVERABILITY

- 21.1 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.

22. PRIVACY CLAUSE

- 22.1 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.

22.2 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.

22.3 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.

22.4 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
- (c) 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 your credit information to its subscribers for purposes of fraud detection and fraud prevention.

- 22.5 Even after the Cardholder has provided the Bank with any information, the Cardholder will have the option to withdraw the consent given earlier, except where such disclosure of the Cardholder's information is necessary for the provision of the Card and/or related services or the performance of the contract with the Cardholder to comply with contractual requirements or to comply with any legal requirements.
- 22.6 The Bank reserves the right to amend this clause from time to time at the Bank's sole discretion and shall provide at least twenty-one (21) calendar days' prior written notice to the Cardholder and place any such amendments on the Bank's websites and/or by placing notices at the banking halls or at prominent locations within the Bank's branches.
- 22.7 For the purposes of this Clause, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 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.
- 22.8 This clause shall be without prejudice to any other provision or clause in these terms and conditions which provides for the disclosure of information.

23. AUTO PAYMENT

- 23.1 If the Cardholder has given Auto Payment instructions to a Merchant, the Merchant will send the Bank details of each of the Merchant Charges as and when it becomes payable. When the Bank receives these details, the Bank is authorized to charge those Merchant Charges to the Cardholder's Designated Account.
- 23.2 The Bank may without incurring any liability, refuse to make payments for Auto Payment instructions which:
- (a) the Bank suspects to be fraudulent or unlawful; or
 - (b) if there is insufficient balance in the Cardholder's Designated Account; or
 - (c) if use of the Card is terminated or suspended for any reason.
- 23.3 The Cardholder shall at all times remain primarily liable and responsible to pay the Merchant Charges directly and the Bank is not obliged to inform the Cardholder of any non-payment.
- 23.4 If the Bank refuse to pay any of the Merchant Charges to the Merchant, the Cardholder must resolve the non-payment directly with the Merchant.
- 23.5 If the Cardholder's Card number changes, the Cardholder (and not the Bank) is responsible for informing the Merchant of the change in the Card's number.
- 23.6 The Bank is authorised to inform the Merchant of any unsuccessful Merchant Charges.
- 23.7 If the Merchant checks the validity of the Cardholder's Card number with the Bank before submitting their Merchant Charges to the Bank, the Cardholder authorizes the Bank:
- (a) to inform the Merchant of any change in the Cardholder's Card number; and

- (b) to make payment to the Merchant by charging the Merchant Charges to the Designated Account linked to or connected with the Cardholder's new Card number.

23.8 The Cardholder must notify the Merchant in writing if the use of the Card is terminated or if the Cardholder wishes to terminate the Auto Payment. If the Cardholder does not do so, the Cardholder agrees that the Cardholder will continue to be liable for all payment of Merchant Charges made by the Bank to the Merchant.

24. MISCELLANEOUS

24.1 These Terms and Conditions are to be read together with any other specific agreement which may subsist between the Bank and the Cardholder in relation to the Card, the Designated Account and/or the Account.

24.2 For any complaint relating to the Card, the Cardholder should lodge their complaint with the Bank's Contact Centre or any CIMB branch. If the complaint cannot be resolved to the satisfaction of the Cardholder by the CIMB Contact Centre or branch, the Cardholder may contact the Bank's Customer Resolution Unit at:

- (a) Customer Resolution Unit (CRU) P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan;
- (b) Tel No: +603 6204 7788; or
- (c) Email: contactus@cimb.com

24.3 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.

25. LAW APPLICABLE AND JURISDICTION

25.1 These Terms and Conditions shall for all purposes be governed by and construed in accordance with the laws of Malaysia and the parties hereto hereby agree to submit to the jurisdiction of the Courts of Malaysia.

25.2 These Terms and Conditions are intended to be wholly Shariah compliant for Cards issued by CIMB Islamic Bank Berhad. CIMB Islamic Bank Berhad and such Cardholder agree that their respective rights and obligations herein are intended to be and subject to and in conformity with Shariah (such Shariah as are determined by the Shariah Advisory Council of Central Bank of Malaysia). Notwithstanding the aforementioned, the Cardholder is solely responsible for the use of the Card at non-Shariah compliant merchants.

26. CIMB PREFERRED DEBIT MASTERCARD

26.1 Any customer with CIMB Preferred membership who has an Account with the Bank is eligible to apply for a CIMB Preferred Debit Mastercard. The qualifying criteria of CIMB Preferred Membership is set out in CIMB Preferred Terms and Conditions.

26.2 The benefits available under the CIMB Preferred Debit Mastercard ("Benefits") are conditional upon:

- a) the Cardholder is not in default of these Terms and Conditions or the Terms and Conditions governing the Account or the CIMB Preferred Terms and Conditions; and
- b) the CIMB Preferred Debit Mastercard is not cancelled, terminated, closed or suspended by the Bank and/or the Cardholder.

26.3 The Benefits are as set out in the table below:

Card Issuance Fee	Waived for all Preferred Debit Mastercard cardholders
Annual Fee (Second year onwards)	
Administration Charge on Overseas Transactions*	

* Overseas Transactions shall mean the Transactions referred to in Clause 8.4 above.

- 26.4 Any determination by the Bank on the eligibility of the Preferred Debit Mastercard cardholder for the Benefits shall, save for obvious error, be final and conclusive unless the same appears grossly unfair or unjust.
- 26.5 The Benefits are not transferable and not exchangeable for cash or credit of any kind. The Preferred Debit Mastercard cardholder shall not be permitted to nominate another person or any other third party to receive and/or utilize the Benefits.

27. CIMB PETRONAS DEBIT MASTERCARD

- 27.1 The CIMB Petronas Debit Mastercard shall be issued conjunctively together with the opening of the CIMB Petronas Savers Account.
- 27.2 Cash rebate are available to CIMB Petronas Debit Mastercard cardholders as shown in the table below (“Cash Rebate”):-

CIMB Petronas Debit Mastercard Cardholders transactions at Petronas*	<ul style="list-style-type: none"> • 2% cash rebate is awarded to Cardholders on Transactions spent at Petronas* provided that the Monthly Average Balance in the Cardholder’s CIMB Petronas Savers Account is Ringgit Malaysia Three Thousand (RM3,000) and above. • 1% cash rebate is awarded to Cardholders on Transactions spent at Petronas* provided that the Monthly Average Balance in the Cardholder’s CIMB Petronas Savers Account is below Ringgit Malaysia Three Thousand (RM3,000). • The total Cash Rebate is capped at Ringgit Malaysia Twenty (RM20) per month per CIMB Petronas Savers Account.
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* Petronas shall refer to all petrol service stations and stores operated and managed by Petronas in Malaysia.

27.3 Monthly Average Balance (“MAB”) is determined based on the formula below: -

$$\text{MAB} = \frac{\text{Sum of total daily balances for the month}}{\text{Number of days for the month}}$$

For e.g., for the month of January, the MAB shall be calculated as follows:

$$\text{MAB for January} = \frac{\text{Sum of total daily balances for the month of January}}{31 \text{ days}}$$

- 27.4 The Cash Rebate shall only be awarded to the CIMB Petronas Debit Mastercard Cardholders provided all of the following conditions are satisfied:
- Transactions at Petronas were made using the CIMB Petronas Debit Mastercard and the said Transactions are debited to the CIMB Petronas Savers Account;
 - the Cardholder is not in default of these Terms and Conditions or the Terms and Conditions governing Savings Accounts;
 - the CIMB Petronas Debit Mastercard is not cancelled, terminated or suspended by the Bank and/or the Cardholder; and
 - the CIMB Petronas Savers Account is current, valid and subsisting, i.e. it is not closed or frozen or suspended or subject to any attachment, adverse orders made by any Court or any authorities sanctioned by laws.
- 27.5 The Cash Rebate earned for each month will be calculated and rounded down to the nearest Malaysian Ringgit, and credited to the Cardholders' CIMB Petronas Savers account on a monthly basis in the following month. Accordingly, the Cash Rebate credited will be reflected in the CIMB Petronas Savers Account statement on the 1st of each month.
- 27.6 If any transactions at Petronas are disputed or alleged to be fraudulent, the Cash Rebate earned on such transactions may be reversed or cancelled by the Bank.
- 27.7 The Bank may vary the date and frequency of the crediting of the Cash Rebate by giving Cardholder(s) at least twenty-one (21) calendar days' prior notice.
- 27.8 No Cash Rebate will be awarded for the following transactions: -
- Transactions spent at petrol service stations other than at Petronas; and
 - Retail transactions made other than at Petronas.
- 27.9 The Bank's determination as to whether a Transaction(s) fall(s) within clause 27.8 and whether the Transaction earns or does not earn Cash Rebate shall be final and conclusive unless there is obvious error.
- 27.10 Closure of the CIMB Petronas Savers Account will result in the automatic termination or cancellation of the Cash Rebate.
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