

## TERMS AND CONDITIONS Current Account-i

*Eligible for protection by PIDM*

### 1. SHARIAH PRINCIPLES

CIMB Islamic Bank Berhad ("Bank") shall accept the sum of money deposited and any sum of monies to be subsequently deposited in the Current Account-i on the Shariah principle of Tawarruq vis-à-vis Commodity Murabahah ("Commodity Murabahah")

### 2. GENERAL

- 2.1 Application to open the Current Account-i shall be made in the forms provided by the Bank. Monies deposited in the Current Account-i must be in Ringgit Malaysia (RM) only.
- 2.2 The applicant shall comply with all the Bank's requirements to open the Current Account-i. The specimen signature of the authorized signatory shall also be furnished to the Bank.
- 2.3 The acceptance and continuance of the Current Account-i will be entirely at the discretion of the Bank.
- 2.4 The Bank reserves the right to stipulate and vary, from time to time, the minimum amount of initial deposit required to open the Current Account-i. Notwithstanding the aforesaid where the Current Account-i opened is a Basic Current Account-i and or Senior Basic Current Account-i, the minimum amount of initial deposit required to be deposited shall be RM500.
- 2.5 A service charge as prescribed by the Bank for each half year will be imposed on the Current Account-i with an average balance of less than RM1,000 during the half year.
- 2.6 With the opening of the Current Account-i, the account holder has given authority to the Bank to honour and comply with all cheques, debit card, drafts, orders to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted, endorsed or made on behalf of the account holder drawn upon or addressed to or made payable with the Bank whether the Current Account-i is in credit or debit or may be overdrawn in consequence or otherwise but without prejudice to the Bank's right to refuse to allow such overdraw of the Current Account-i
- 2.7 Any forms or receipts signed by the account holder(s) and any transactions electronically confirmed, validated and or effected by the account holder(s) in relation to any transaction or matter under the Current Account-i before, during or after the transaction or matter is carried out ('the above transactions') shall be deemed as final, conclusive and binding on the account holder(s).

Not in derogation of the generality of the foregoing the account holder(s) further agrees that the Bank's books and or records evidencing any of the transactions stated herein shall also be deemed as final, conclusive and binding on the account holder(s)

### 2.8 SPECIFIC PROVISIONS APPLICABLE FOR BASIC CURRENT ACCOUNT-I ONLY

#### 2.8.1 BASIC CURRENT ACCOUNT-I

2.8.1.1 Account holders of Basic Current Account-i are allowed to conduct transactions as follows where no fees and charges will be imposed:

- (a) unlimited Over the Counter ("OTC") visits; and
- (b) unlimited Automated Teller Machine ("ATM") withdrawals.

Interbank GIRO transactions are subject to prevailing fees applicable depending on the channel used to effect the transaction and the number of interbank GIRO transactions effected in the month.

#### 2.8.2 SENIOR BASIC CURRENT ACCOUNT-I

2.8.2.1 Account holders of Senior Basic Current Account-i are allowed to conduct a total of sixteen (16) OTC visits a month where no fees and charges will be imposed. Any transaction conducted by account holders of Senior Basic Current Account-i over and above the number of transactions as aforementioned shall, where applicable, be subjected to such fees and charges as may be determined by the Bank from time to time.

2.8.2.2 Account holders of Senior Basic Current Account-i will not be eligible for ATM card. Pursuant thereto, Clause 5.5 shall not apply to Senior Basic Current Account-i holder(s).

### 3. DEPOSITS

- 3.1 All deposits should be made using the standard forms provided by the Bank and the instructions contained therein shall be strictly observed.
- 3.2 Acceptance of cheque and/or monetary instrument for the credit of Current Account-i shall be at the discretion of the Bank.
- 3.3 All cheques and monetary instruments deposited are accepted by the Bank for collection only and may not be drawn against until the Bank has received the proceeds. The Bank reserves the right to debit the account in the event the item sent for collection is subsequently returned unpaid.
- 3.4 Cheques and other monetary instruments, deposited and subsequently dishonoured, will be returned to the account holder(s), at their last known address, at their own risk and expense.
- 3.5 Inter branch deposits are allowed subject to prescribed charges, if any.
- 3.6 Cheques and instruments sent by mail for the credit of the account must be crossed.
- 3.7 In the case of Joint Accounts, cheques payable to any of the Joint Account holders can be deposited into the account, for which the Bank shall not be held liable for any damage or loss arising from payment of such proceed of cheques and such payments shall be binding on all Joint Account holders, jointly and severally, whether or not such payments were made with the knowledge, acquiescence or authority of any other Joint Account holder.
- 3.8 The account holder indemnifies the Bank, as collecting banker, of any loss which the Bank may incur by reason of its guaranteeing any endorsements, discharge or discharges on any cheque, bill, note, draft, dividend, warrant or other instruments presented by the account holder for collection and every such guarantee given by the Bank shall be deemed to have been given at the account holder's expressed request in every case.

### 4. CHEQUES

- 4.1 Cheques for operating the Current Account-i will be supplied by the Bank. Stamp duty on the cheques will be borne by the account holder. All drawings on the branch of the Bank where the account is maintained can only be made using the cheques supplied by the Bank.
- 4.2 The Bank shall have the absolute discretion to immediately debit the account holder's Current Account-i for payment of any cheques drawn by the account holder and deposited for collection over the counter at any branch. However, cheques with the crossing "A/C Payee Only" or "Account Payee Only" will only be paid to the payee's specified account. Cheques with crossing which have been duly cancelled and counter signed by the account holder in accordance with the account holder's specimen signature may be paid in cash when the account holder or any third party presents the same for payment. The account holder shall be charged the prevailing service fee if such cheques are duly encashed by any third party.
- 4.3 Applications for cheque books shall be made by means of the cheque book requisition slip inserted in each cheque book or by written request, signed by the authorized signatories as registered with the Bank or through the Bank's ATM (if applicable) and other channels as provided by the Bank
- 4.4 Any instructions and/or terms and/or conditions printed on the cheque book are to be strictly observed by the account holder, and all cheque books are to be kept in safe custody.
- 4.5 All cheques remain the property of the Bank and upon closure of the account, whether by the account holder or by the Bank, all unused cheques that have been issued to the account holder are to be returned to the Bank.

#### 4A. DEBIT CARD

- 4A.1 Debit Card for operating the Current Account-i will be supplied by the Bank. Fees and charges for the debit card will be borne by the account holder.
- 4A.2 The Bank shall have the absolute discretion to immediately debit the account holder's Current Account-i for any debit card transactions by the account holder.
- 4A.3 Applications for debit card shall be made by means of the request form signed by the Authorized Signatories as registered with the Bank.

- 4A.4 All activities of the debit card shall be subject to the CIMB Debit Mastercard terms and conditions which is available at [www.cimbislamic.com.my](http://www.cimbislamic.com.my)

## 5. WITHDRAWALS

- 5.1 Any withdrawals to be made from the Current Account-i is subject to the Terms and Conditions herein and may be subject to such requirements of the Bank and/or subject to the prevailing practice of the Bank, and/or subject to such proof of identity as the Bank may require. The Bank reserves the right to dishonor cheques where the condition of signature on the cheque differs from the specimen signature and/or mandate provided to the Bank or in the Bank's absolute opinion bears any form of alterations whether countersigned by the account holder. Notwithstanding the foregoing, the Bank will not be held liable for negligent failure to detect any material alteration to the cheques.
- 5.2 Withdrawal from Current Account-i shall be subject to the available funds in the account. The Bank reserves the right to close the account and/or dishonor cheques if the account has been listed by and/or classified under Dishonoured Cheque Information System (DCHEQS)/Biro Maklumat Cek (BMC).
- 5.3 The Bank may, with special arrangement with the account holder and at its sole discretion, allow withdrawal in the account that may cause the account to be overdrawn. In the event of the Current Account-i being overdrawn, the Bank shall be entitled to charge or impose the prevailing service charge/fee for each cheque processed and paid by the Bank. The account holder shall be and shall remain liable to the Bank in respect of each such amount so charged and shall pay on demand any overdrawn amount together with such amount so charged. In the event such overdrawn amount is not fully paid by the end of the business day of the account becoming overdrawn, the Bank shall have the right to charge Ta'widh (compensation) at the Bank Negara Malaysia's prevailing daily overnight Islamic Interbank Money Market Rate (IIMM) or any other rates approved by Bank Negara Malaysia on the overdrawn amount from the date payment of the overdrawn amount becomes overdue until the date the overdrawn amount is fully paid and satisfied. Notwithstanding the aforesaid, the use of conventional overdraft to cover any insufficiency in the Current Account-i is contrary to Shariah. The account holder is solely responsible for the use of the conventional overdraft fund to cover any insufficiency in the Current Account-i.
- 5.4 Cheque encashment at any branch is allowed subject to these Terms and Conditions, available balance, limits and prescribed charges, if any, as determined by the Bank.
- 5.5 Cash withdrawals via ATM shall be subject to the terms and conditions governing operations of ATM Card/Debit Card.

## 6. TAWARRUQ VIS-A-VIS COMMODITY MURABAHAH

- 6.1 Under the Tawarruqvis-à-vis Commodity Murabahah, the Bank and the account holder shall enter into a series of commodity trade transactions in accordance with the terms and conditions contained herein. The commodity used for the commodity trade transactions shall be Shariah-compliant commodities ("Commodity") as determined by the Bank from time to time.
- 6.2 During the continuance of the Current Account-i, the Bank shall, as agent of the account holder, purchase the Commodity ("Purchase Transaction") utilizing the account holder's monies standing to the credit of the Current Account-i ("Principal Amount") in accordance with **Clause 6.3**. The Purchase Transaction shall be entered into by the Bank on a business day ("Business Day"). Upon completion of the Purchase Transaction, the account holder shall sell and the Bank shall purchase the Commodity ("Sale Transaction") on deferred payment which is equivalent to the aggregate of the Principal Amount and profit ("Murabahah Price"). The Bank shall act as the account holder's agent for the purposes of concluding the Sale Transaction. The Purchase Transaction and Sale Transaction shall hereafter be collectively referred to as 'Commodity Trade Transaction'. "Business Day" shall mean a day on which financial institutions are open for business in Kuala Lumpur.
- 6.3 The Commodity Trade Transaction shall, during the continuance of the Current Account-i, be as executed as follows:-
- When there is a Net Increase standing to the credit of the Current Account-i during any given month; and
  - On the first Business Day of each and every month or any other period as determined by the Bank

"Net Increase" shall mean the end of day balance in the Current Account-i less the highest preceding end of day balance in the same month or any other period as determined by the Bank

6.4 The profit portion of the Murabahah Price shall be calculated in the following manner:-

*Principal Amount x Bank's internal rate or Prevailing Rate, whichever is higher x n/365 days (or 366 days as the case maybe) where 'n' shall mean the number of days elapse between the Sale Transaction and end of the month or any other period as determined by the Bank*

"Prevailing Rate" shall mean such rate as published by the Bank from time to time.

"Principal Amount" shall mean Net Increase for the purpose of Clause 6.3(a) and the credit balance on the first day of each and every month or any other period as determined by the Bank for the purpose of Clause 6.3(b)

6.5 The appointment of the Bank as the account holder's agent for the purposes of the Commodity Trade Transaction shall be in accordance with the Terms and Conditions contained herein. The Bank will only act as the account holder's agent and will not assume, or be deemed to have assumed, any additional obligations to, or to have any special relationship with the account holder other than those for which specific provision is made in these Terms and Conditions.

6.6 As the account holder's agent, the Bank shall, during the continuance of the deposit, have the following power and authority:

- (a) to enter into Purchase Transaction(s) on a spot basis through purchase agreements, certificates and other instruments as fully as the account holder could do himself/ itself and to negotiate with commodity traders or supplier ("the Supplier") on behalf of the account holder in relation thereto; and
- (b) to enter into Sale Transaction(s) on deferred payment at the Murabahah Price on behalf of the account holder and to do and execute all acts in relation thereto

provided always that the Bank's mandate to act as the account holder's agent under any Sale Transaction(s) shall be at Murabahah Price with a minimum profit rate of 0.01% ("Minimum Profit Rate").

6.7 The Bank will, in performing its obligations and activities in the Commodity Trade Transaction(s) look after the best interest of the account holder and act in good faith

6.8 The account holder shall indemnify the Bank against all losses, claims, actions, proceedings, damage, costs and expenses whatsoever brought or claimed by any party and/or incurred or sustained by the Bank as a result of the Bank acting as agent of the account holder under the Commodity Trade Transaction(s) or a breach by the account holder of his/her/its obligations herein. The indemnity given shall survive termination of the agency relationship and any sums payable in relation thereto shall not be subject to any deduction whether by way of set off counter claim or otherwise.

6.9 Upon conclusion of any Commodity Trade Transaction, the Murabahah Price shall be payable by the Bank at every month end. In the event of a Net Increase on the last day of the month, the Bank as agent to the account holder may at its absolute discretion, advance the profit for the last day of the month into the Current Account-i at the month end notwithstanding that the Commodity Trade Transaction has not taken place. In the event the Bank exercises such discretion as agent to the account holder, such advance shall be treated as a loan (Qard) by the Bank (as agent) to the account holder and the account holder agrees that such advance shall be set off against the profit portion of the Murabahah Price immediately after the Commodity Trade Transaction takes place.

6.10 The prevailing rate ("Prevailing Rate") used for the calculation of the profit of the Murabahah Price shall be as determined by the Bank at its discretion from time to time..In the event of change in the Prevailing Rate by the Bank, notification of such change shall be prominently displayed at the Bank's banking halls and websites. The profit of the Murabahah Price shall be calculated in the manner as stated in **Clause 6.3**.

6.11 In the event the account holder wishes to take delivery of the Commodity, the account holder may do so subject to the following:-

- (a) the Bank shall have received a written notice from the account holder stating (i) revocation of the Bank's appointment as agent of the account holder for the purposes of the Sale Transaction as described in **Clause 6.2** above, (ii) formal request for physical delivery of the Commodity and (iii) the address where the Commodity must be delivered. Such written notice must be received by the Bank at least five (5) Business Days prior to the Bank executing a Sale Transaction on the appointed date; and
- (b) the account holder shall bear the full cost of the said physical delivery including but not limited to brokerage, storage, transportation and other related costs ("Costs"). For this purpose, the account holder shall deposit with the Bank such sum ("Deposit") as may be determined by the Bank and the Deposit shall be used by the Bank to pay for the Costs. In the event of any shortfall between the Costs and the Deposit, the account holder shall pay to the Bank such shortfall upon demand. In the event of any surplus between the Costs and the Deposit, such surplus shall be refunded to the account holder; and

- (c) physical delivery of the Commodity shall be done by the Bank in the manner and at such time as may be determined by the Bank at its discretion.

6.12. It is hereby agreed and acknowledged that the appointment of the Bank as the account holder's agent to perform the acts as stated in Clause 6.6(a) and (b) shall be dissolved:

- (i) if the Current Account-i is closed by the Bank in accordance with Clause 11;
- (ii) if the account holder exercise the account holder's option to terminate the agency due to misconduct, negligence or breach of specified terms of the agency by the Bank. In such a case, the Bank's liability for any compensation pursuant to the loss suffered by the account holder shall be limited to the profit that the account holder would have made if the Bank had performed the agency in accordance with the Terms and Conditions herein ;

## 7. PROFIT /HIBAH PAYMENTS AND REBATE (IBRA')

7.1 The profit of the Murabahah Price shall be credited to account holder's account on the last day of the month

7.2 The account holder agree to grant a rebate (ibra') to the Bank on the profit of the Murabahah Sale Price:

- a) In the event of any downward change in the Prevailing Rate at any time and where payment of a Murabahah Price has yet to mature. In such a case, the rebate (ibra;) to be granted shall be the difference between the profit of the contracted Murabahah Price and the profit calculated based on the revised Prevailing Rate from the time the new Prevailing Rate become effective; and
- b) In the event the account holder makes a withdrawal from the Current Account-i where the payment of the Murabahah Price has yet to mature. In such a case the rebate (ibra') to be granted shall be the profit calculated as follows:-

*Amount withdrawn x the Bank's internal rate or Prevailing Rate, whichever applicable x m/365 days (or 366 days as the case maybe) where 'm' shall mean the number of days remaining between the withdrawal date and end of the month*

- c) If the profit calculated on the Bank's internal rate is more than the profit calculated on the Prevailing Rate. In such a case the difference shall be the rebate (ibra') to be granted.

7.3 In the event of any upward change of the Prevailing Rate at any time and where payment of a Murabahah Price has yet to mature, any excess sum above the Murabahah Price to be paid by the Bank shall be treated as gift (hibah).

## 8 STOP PAYMENTS

- 8.1 Any instruction to stop payment of cheques must be in writing, in form and content acceptable to the Bank, and will be effective only upon receipt by the Bank.
- 8.2 The Bank reserves the right to levy a service charge for executing each and every Stop Payment instruction.
- 8.3 The account holder shall keep the Bank fully indemnified from and against all losses, claims, actions, proceedings, demands, damages, costs and expenses which may at any time or times be incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the issue of and/or the Bank complying with any Stop Payment instruction and/or the Bank's exercise of any right whatsoever to which the Bank may be stated to be entitled in connection therewith.

## 9 BANKING CHARGES

- 9.1 The account holder agrees that the Bank shall be entitled to impose fees, taxes, charges, cost and expenses for any of its services provided to the account holder, in accordance with the prevailing practice of the Bank. Such applicable prevailing fees and charges shall be displayed at the Bank's banking hall and websites. Such fees and charges shall be borne by the account holder. In the event of any change in fees, taxes, charges, cost and expenses applicable to the Current Account-i, notification of such change shall be communicated to the account holder at least 21 calendar days prior to the effective date of change. Such notification shall be communicated to the account holder in writing or electronically or via advertisement displayed at the Bank's banking halls or websites.

## 10 LOSS OF CHEQUE BOOK

- 10.1 The account holder is to keep the cheque book safely at all times and is required to immediately notify the Bank, in writing, if any cheque(s) is/are missing.

## 11 CLOSURE OF ACCOUNT

- 11.1 The Current Account-i can be closed by the account holder(s) in person or alternatively, the Bank may also be notified in writing. For joint accounts, the closure of the account shall be in accordance with the terms and/or conditions of the mandate given to the Bank by the account holder.
- 11.2 The Bank reserves the right at any time without liability of disclosing any reasons to the account holder, and with or without any prior notice close any of the accounts falling under the following categories: -
- a. Any account that is classified under Dishonoured Cheque Information System (DCHEQS)/Biro Maklumat Cek (BMC).
  - b. Any account with nil balance or balances of RM10 and below for a period of one (1) year.
  - c. Any account that continues to remain overdrawn due to unpaid cheque return charges and service charges.
  - d. Any personal account that is opened, maintained and/or used for business purposes, including but not limited to an account for an association, society or for trading purposes.
  - e. Any account the Bank suspects to be used for any fraudulent activities and the Bank in its sole and reasonable opinion is of the view that the information / documents provided to the Bank for the opening of the account had been found to be false and/or incorrect and/or tampered and/or a misrepresentation of identity.
  - f. Any account that, in the opinion of the Bank, has been unsatisfactorily conducted and or due to any other reasons including compliance with a court order, direction of a regulatory or enforcement authority.
  - g. The notice submitted to the Bank pursuant to Clause 6.11(a) expires  
Pending the closure of the Current Account, the Bank may refuse to accept any deposits(s), limit the amount that may be deposited and withhold and or suspend payment of any monies from the credit balance of the Current Account.
- 11.3 In addition to the Bank's rights contained in Clause 11.2 above, the account holder agrees that the Bank reserves the right to close any account at the absolute discretion of the Bank without the necessity to give any reasons, by giving adequate notice to the account holder.
- 11.4 The account holder shall comply with all of the Bank's requirements, if any, for closure of the Current Account-i The Bank reserves the right to impose the applicable service charge if :
- (i) the Current Account-i is closed by the account holder within 3 months of the date of the opening of the Current Account-i; and
  - (ii) the Current Account-i is closed by the account holder after 3 months of the date of the opening of the Current Account-i (not applicable for Basic Current Account-i / Senior Basic Current Account-i).

## 12 INACTIVE / DORMANT ACCOUNTS / UNCLAIMED MONIES

- 12.1 Accounts with no debit and/or credit transaction (other than credit and/or debit transaction conducted by the Bank for the purposes of crediting profit or Hibah (whichever applicable) into the account or debiting for fees and/or charges payable by account holder to the Bank) for 1 year or more will be deemed as dormant accounts.
- 12.2 For account which has been classified as dormant pursuant to Clause 12.1 above, no credit and/or debit transaction (other than credit and/or debit transaction conducted by the Bank for the purposes of crediting profit or Hibah (whichever applicable) into the account or debiting for fees and/or charges payable by account holder to the Bank) on the account shall be allowed unless and until the account has been reactivated pursuant to Clause 12.3 below.
- 12.3 To activate a dormant Current Account-i, the account holder must initiate an over the counter debit cash cheque transaction at any branch subject to verification of the identity of the account holder.

- 12.4 An annual service fee of shall be imposed and deducted from the Current Account-i so long as it remains dormant until the remaining credit balances are classified as unclaimed moneys wherein Clause 12.5 shall apply. Where the credit balance in the Current Account-i is less than RM10.00, the credit balance in the Current Account-i will be deducted as payment to the Bank as service fee and the Current Account-i thereafter shall be closed.
- 12.5 Under the prevailing Unclaimed Moneys Act, 1965, any monies classified as unclaimed moneys i.e. balances in accounts not operated for 7 years or more, shall be transferred to the Registrar of Unclaimed Moneys ("the RUM"). Before the unclaimed moneys are transferred to the RUM, the Bank shall at least 21 calendar days prior to the said transfer, at its own cost notify the account holder regarding the impending transfer of monies maintained under the Current Account-i to the RUM due to the dormancy of the Current Account-i. The account holder will also be informed regarding his or her options to reactivate the Current Account-i or to close the Current Account-i to avoid the transfer of the monies maintained under the Current Account-i by the Bank to the RUM.
- 12.6 The Bank at its own cost and upon the request of the account holder shall also inform the account holder regarding the procedures involved for claiming monies maintained under the Current Account-i which had been remitted by the Bank to the RUM.

### 13 STATEMENT OF ACCOUNTS

- 13.1 A monthly account statement will be issued by the Bank and made available online via CIMB Clicks and/or sent by post to the account holder, listing out the transactions during the period. Request by the account holder for additional account statements (in hard copy) shall be subject to the applicable service charge in respect of reproduction of statements for the period up to 1 year in respect of reproduction of statements for the period exceeding 1 year
- 13.2 The account holder is required to review the transactions recorded in the transaction history or statement made available online and/or the monthly account statement and notify the Bank of any errors, irregularities, discrepancies, claims or unauthorized debits or items. If the account holder fails to inform the Bank of the non-receipt of the statement and obtain the said statement or does not notify the Bank of any errors, discrepancies, claims or unauthorized debits or items in the transaction history or statement made available online and/or the monthly account statement within 14 days from the date of posting of the transaction online or the date of the statement, as the case may be, the account holder shall be deemed to have conclusively accepted all the entries contained in the statement made available online and/or monthly statement, as the case may be, as true and accurate in all respects
- 13.3 The Bank may not issue and or make available the account statement if the account is dormant or inactive for a period as determined by the Bank. The Bank may also discontinue issuing and/or making available the account statements if the statement is unclaimed or undeliverable for any reason.

### 14 JOINT ACCOUNTS (Applicable to joint accounts in the names of two or more persons)

- 14.1 All agreements, obligations, powers, authorities and liabilities herein contained in these Terms and Conditions shall be deemed to be joint and several. The Bank shall discharge its obligation by notifying any person named in the joint account.
- 14.2 The joint account holders shall jointly and severally undertake to 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.
- 14.3 In the event of death, bankruptcy or insanity of any of the joint account holders, any credit balance in the joint account may be paid to the survivor(s) subject to compliance (if required) with the Estate Duty Enactment or Shariah Law or any other legislation of a similar nature.

### 15. RIGHT OF SET-OFF and RIGHT TO DEBIT

- 15.1 The Bank reserves the right to issue a 7 calendar days notification to the account holder to combine, consolidate the Current Account-i and any other accounts of the account holder maintained with the Bank ( 'the Accounts' ) and or set off and or transfer any credit balance in the Accounts in or towards satisfaction of any of the account holder's liabilities to the Bank , whether such liabilities to the Bank are actual, contingent, primary, collateral, several, joint , incurred in the capacity as a borrower and or surety and or indemnitor and or security provider , or in other currencies ( 'the Indebtedness' ). Pending the Bank effecting the said set off, the Bank shall have the right to withhold and or suspend payment of any monies from the credit balance of the Accounts. In the event of the

account holder failing to fully settle the Indebtedness with the Bank upon the expiry of the said 7 calendar days notification, the Bank shall be entitled to set off the entire credit balance from the Accounts or up to the amount of the Indebtedness for partial or full settlement of the Indebtedness (as the case may be).

- 15.2 For avoidance of doubt, the account holder agrees that the Bank's right of withholding or suspension of payment and or set off are applicable to and can be exercised by the Bank where or in respect of (a) joint Current Account-i and or any other joint accounts of the account holders where the credit balance thereof are being utilized to set off indebtedness incurred to the Bank by any one or more of the joint account holders and or by any one or more of the joint account holders with any other persons and whether the said indebtedness incurred to the Bank are actual, contingent, primary, collateral, several, joint, incurred in the capacity as customer and or surety and or indemnitor and or security provider; (b) the Bank had been notified that the account holder and or any one or more of the joint account holders had committed an act of bankruptcy and or a bankruptcy notice and or petition for bankruptcy or winding up had been filed against the account holder and or any one or more of the joint account holders; (c) the Bank had been notified that the account holder or any one or more of the joint account holders had been declared as a bankrupt or wound up; and (d) the Bank had been notified of the death of the account holder or the death of any one or more of the joint account holders.
- 15.3 The account holder irrevocably authorizes the Bank to debit at any time the Current Account-i after giving seven (7) days prior notice for the purpose of effecting payment, repayment and or reimbursement to the Bank and/or CIMB Bank Berhad and or effecting payment and or repayment of the relevant amount to third parties under or arising out of the following:
- (i) fees, costs, expenses, charges payable in relation to the Current Account-i pursuant to the terms herein and or howsoever incurred and or charged by the Bank in relation to any other account (s), banking products, services or facilities provided by the Bank and/or CIMB Bank Berhad to the account holder;
  - (ii) taxes, stamp duty and any other levies or charges which are imposed by the government and payable by the account holder in respect of the Current Account-i and or any other account (s), banking products, services or facilities provided by the Bank and / or CIMB Bank Berhad to or for the benefit of the account holder;
  - (iii) loss and or damage howsoever suffered or incurred by the Bank in carrying out any requests and instructions of the account holder and or in providing the services in relation to the Current Account-i as provided in the terms herein ;
  - (iv) amounts arising from any indemnities and or guarantees given by the account holder in favour of the Bank in relation to the provision of any services and facilities by the Bank to the account holder pursuant to the terms herein ;
  - (v) payments made, transferred or credited into the Current Account-i by virtue of the Bank's error and or by virtue of the claim of any third parties that the relevant amount had been mistakenly paid by the third party into the Current Account-i and or by virtue of the claim of the third party that he or she had been deceived , defrauded or misled into making the payment into the Current Account-i and or by virtue of any of the Bank's operational and or systems errors or malfunctioning and or any other causes which is or are beyond the Bank's reasonable control ;
  - (vi) cheques and or any other money instruments which were subsequently dishonoured due to whatsoever reasons and where the proceeds of these cheques and or money instruments were credited by the Bank into the Current Account-i earlier;
  - (vii) sums credited into the Current Account-i as a result of any suspicion of any tampered instrument/instructions/fraudulent transaction, whether with or without the account holder's involvement;
  - (viii) payments under the Current Account-i which are requested to be paid by Bank Negara Malaysia and or the Police authorities or any other authorities pursuant to any applicable law in force from time to time;
  - (ix) legal fees, disbursements expenses and costs ( on a solicitor- client and full indemnity basis ) incurred by the Bank in relation to any :
    - (a) recovery of any indebtedness under any facilities or financings granted by the Bank to the account holder;
    - (b) garnishee proceedings filed and served on the Bank and where the Bank is named as a garnishee in respect of the Current Account-i and or any other accounts of the account holder maintained with the Bank ;
    - (c) interpleader or any other court proceedings filed by the Bank in respect of the Current Account-i and or any other accounts of the account holder maintained with the Bank ;



- (d) Injunction or any other court proceedings initiated against the Current Account-i and or any other accounts of the account holder maintained with the Bank, whether or not the Bank is named as a party; and
  - (e) legal proceedings filed against the Bank by the account holder or any other party involving the Current Account-i and or any other accounts of the account holder maintained with the Bank and where the Bank is successful in its defence of the said legal proceedings; and
- (x) advance payments paid to the account holder and or any third party under any arrangement entered into between the Bank and the account holder and or under any facility granted by the Bank to the account holder.
- 15.4 Pending the debit of the Current Account-i pursuant to Clause 15.3, the Bank shall have the right to withhold and or suspend payment of any monies from the credit balance of the Current Account-i.

## **16. LIMITATION OF LIABILITY**

- 16.1 The Bank shall not be responsible for and the account holder shall fully indemnify the Bank and hold the Bank harmless against all losses, costs, and expenses, taxes or duties which may be incurred by the account holder or the Bank in connection with any or all of the accounts whatsoever or the Bank's execution of any instructions (notwithstanding such instructions may be fraudulent or unauthorized) or if any of the account holder's accounts or any part thereof is reduced or frozen by any government or official authority.
- 16.2 The account holder further agrees that all funds, monies, securities and other whatsoever valuables and properties belonging to the account holder and deposited with the Bank under the Current Account-i and or any other accounts of the account holder ( ' the properties ' ) shall automatically become security to the Bank and the Bank shall be entitled to (i) set-off and or debit any monies comprised in the properties for the purpose of effecting payment of any liabilities incurred by the account holder to the Bank as provided under the provisions of Clause 15 herein (ii) retain or withhold the properties and/or dishonour any cheques presented for payment under the Current Account-i until the account holder's liabilities to the Bank provided herein are fully settled.

## **17. CHANGE IN PARTICULARS**

- 17.1 Any change of the account holder'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 shall be notified to the Bank in writing.
- 17.2 All communication sent by the Bank by electronic mail and or short messaging service (SMS) and or by post to or left at the account holder's address last registered with the Bank, shall be deemed as delivered to and received by the account holder.

## **18. GOVERNING LAW**

- 18.1 These Terms & Conditions on Current Account-i shall be subject to, governed by and construed in accordance with laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia and other relevant bodies, in force from time to time.

## **19. INSTRUCTIONS**

- 19.1 Any instructions from the account holder to the Bank in respect of the account shall be in writing, and signed by the account holder. Any such instructions shall be effective only upon receipt by the Bank.

## **20. NO ASSIGNMENT**

- 20.1 The account holder may not without the written consent of the Bank assign and or create any security interest over the rights, titles, benefits and interests of the Current Account-i including but not limited to all monies maintained thereunder in favour of any person save and except that the same can be assigned and or created in favour of the Bank.

## **21. DISCLOSURE OF INFORMATION**

- 21.1 Subject to the provisions below which (i) prohibit disclosure of information to Group Companies if objected to by the account holder; and (ii) require the account holder's express consent for disclosure of information to third parties for the stated purposes, the account holder hereby agrees and authorises the Bank to disclose to any of its agents, service providers, auditors, legal counsel, professional advisors, security providers and guarantors in or outside Malaysia and to companies within the group of the Bank as well as companies within the group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("the Group Companies") whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia any information relating to the account holder, the account holder's affairs and/or any accounts maintained by the account holder with the Bank for facilitating the business, operations, facilities and services of or granted or provided by the Bank and/ or the Group Companies to their customers.

Disclosure to Group Companies shall be for facilitating the operations, businesses, cross-selling and other purposes of the Bank and/ or the Group Companies provided always that **disclosure for cross selling purposes shall not be effected if such disclosure is objected by the account holder** 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 account holder): . Customer Resolution Unit (CRU), .P.O.Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan Call Centre No: 03-6204 7788, Email: [cru@cimb.com](mailto:cru@cimb.com)

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

- 21.2 The account holder hereby agrees and expressly authorizes and invites the Bank's employees, independent contractor, representatives and/or agents to contact the account holder 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.
- 21.3 Not in derogation of the foregoing and based on existing mailing address (es) , e-mail address (es) , telephone number(s) and or any other contact particulars of the account holder deposited or recorded with the Bank, the Bank is hereby irrevocably authorized ( but not obliged ) to contact and / or notify the account holder by post and or electronic mail and or telephone and or short messaging service ( SMS ) and or courier service and or any other mode of communication selected by the Bank at its sole discretion. 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 Current Account-i 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.

## 22. RESERVATION OF RIGHTS

- 22.1 The Bank reserves the right upon giving adequate notice to add, delete or amend any of the provisions stated herein at any time. Any variations, additions, deletions or amendments ("the Amendment") to the provisions herein shall be binding on the account holder and the Bank is deemed to have brought to the attention of the account holder by: (i) 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 account holder upon request; or (ii) by a notice being sent by the Bank to the account holder'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 account holder as from the date of notification of the Amendment or from such other date as may be specified by the Bank in the notification.

## 23. FREEZING OF THE CURRENT ACCOUNT-I

- 23.1 Without prejudice to and not in derogation of any other rights which the Bank may exercise to freeze the Current Account-i at any time pursuant to or by virtue of any laws , court orders , regulations and or enactments the Bank shall be entitled at any time, at its sole and absolute discretion and without any prior notice to the account holder to refrain from effecting or carrying out any instruction or transaction under the Current Account-i including but not limited to any one or more or all of the following (a) encashment of cheques over the counter or the payment of any cheques or any other instruments or payment of any monies under or out of the Current Account-i; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and or for credit into the Current Account-i ("Freezing of the Current Account-i ") upon the occurrence of any one of the following events:-

- (a) the Bank being notified that the account holder has committed an act of bankruptcy and/or a bankruptcy notice and/or a petition for winding up and/ or a creditor's petition for bankruptcy as the case may be has been filed or presented against the account holder ("the account holder's insolvency matters");

- (b) in relation to the Current Account-i which is maintained by a partnership or a company or an association or a statutory body upon the Bank receiving any opposing or adverse or conflicting claims or instructions relating to the mandate of operation of the Current Account-i and or payment of any cheques or any other instrument or payment of any monies out of the Current Account-i from any partners or directors or office bearers or executive committee members or from any persons alleging to be partners or directors or office bearers or executive committee members of the partnership or the company or the association or the statutory body as the case may be which maintains the Current Account-i (“The account holder’s internal dispute”);
- (c) the Bank being notified and requested by any authority, including but not limited to Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities (“the relevant authorities”) to refrain from performing any transaction under the Current Account-i as abovementioned regardless of whether the relevant authorities have the legal or valid authority to so request the Bank (“directives of the relevant authorities”).
- (d) upon the Bank being suspicious of any fraudulent activities concerning the Current Account-i, or pursuant to any police report lodged in respect of the Current Account-i, by any person or the Bank or in the event the Bank and/or the relevant authorities conduct(s) any investigation on any illegal transaction(s) or suspected illegal transaction(s) carried out through the Current Account-i, misuse or suspicion of any misuse of the Current Account-i or any fraudulent transaction(s) in respect of the Current Account-i;
- (e) upon the Bank being made aware of complaints by third parties with the relevant authorities that the Current Account-i has been used for conducting any fraudulent transactions and/or deposits and/or scams and/or soliciting illegal deposits based on its own internal investigation or information made available to it by the relevant authorities.

23.2 The Freezing of the Current Account-i shall cease or be lifted upon the occurrence of any of the following events:-

- (a) In respect of the account holder’s insolvency matters, it shall be shown to the satisfaction of the Bank by the account holder with appropriate evidence that the Bankruptcy Notice or the petition for winding up or the creditor’s petition for bankruptcy has been validly withdrawn by the petitioner or dismissed or struck out by the court or upon the Bank being served with an appropriate court order sanctioning or ordering the lifting of the Freezing of the Current Account-i.
  - (b) In respect of the account holder’s internal dispute, the same has been settled as between all parties concerned and a statement in writing to that effect signed by all parties concerned has been served on the Bank requesting for the unconditional lifting of the Freezing of the Current Account-i or in the alternative a court order has been served on the Bank sanctioning or ordering the lifting of the Freezing of the Current Account-i.
  - (c) In respect of the directives of the relevant authorities, the Bank has been informed in writing by the relevant authorities to effect the lifting of the Freezing of the Current Account-i or in the alternative an appropriate court order has been served on the Bank sanctioning or ordering the lifting of the Freezing of the Current Account-i.
  - (d) In respect of the investigation by the Bank or the relevant authorities as specified in Clause 23.1(d) and 23.1(e), the Bank being satisfied that no further investigation is required or the Bank being served with a notification by the relevant authorities that that the Current Account-i no longer has any bearing on any ongoing investigations or the investigation has been discontinued.
- 23.3 In Freezing the Current Account-i pursuant to the terms and conditions herein including any action which may be taken by the Bank such as returning any cheques or other instruments whether deposited for collection or payment as provided herein the account holder agrees that the Bank shall not be held liable for defamation and or for breach of contract and or for any losses damages expenses costs or charges whatsoever which may be claimed against the Bank by the account holder or by any other person based on whatsoever grounds and regardless of whatsoever remarks which may be assigned by the Bank for the return in connection therewith the account holder further agrees and undertakes to keep the Bank fully indemnified against any claims for damages losses expenses charges and costs (legal or otherwise including costs on a solicitors and client basis and party to party costs ) which may be made against the Bank by any other person .
- 23.4 The account holder further agrees that should the Bank be sued or be made a party in any suit arising out of the Bank’s action in Freezing the Current Account-i herein or should the Bank before or after the Freezing of the Current Account-i commence any suit including but not limited to any interpleader proceedings against any party including the account holder for any appropriate relief or declaration to be made by any court, all penalties losses damages claims expenses charges and costs (legal or otherwise including costs on a solicitors and client basis and

party to party costs ) which may be awarded by the court against the Bank or which the Bank may incur shall be fully indemnified by the account holder .

- 23.5 In so acting pursuant to any terms, conditions and provisions herein the account holder agrees that the Bank shall not be held liable or responsible for any losses, damages, expenses or costs whatsoever which may be claimed against the Bank on the grounds that the Bank has not been fixed with notification of the relevant events mentioned in this Clause 23.1 by reason of the notification being irregular, invalid, erroneous, mistaken, void, not effective or by reason of any other grounds whatsoever. The term account holder wherever mentioned herein shall mean any one or more or all of the account holder if the account holder is comprised of more than one person.

**24. PRIVACY CLAUSE (FOR NATURAL PERSONS) Where the account holder are individuals (including but not limited to sole proprietor, partnerships, registered businesses and associations) this Clause 24 shall apply**

- 24.1 The account holder hereby confirm that the account holder have read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at [www.cimbislamic.com](http://www.cimbislamic.com)) and the clauses herein, as may relate to the processing of your personal information. For the avoidance of doubt, the account holder agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
- 24.2 In the event the account holder provide personal and financial information relating to third parties, including information relating to your next-of-kin and dependents (where the account holder is an individual) or information relating to your directors, shareholders, officers, individual guarantors and security providers (where the account holder is a corporation), for the purpose of opening or operating your account(s)/facility(ies) with us or otherwise subscribing to our products and services, the account holder (a) confirm that the account holder have obtained their consent or are otherwise entitled to provide this information to the bank and for the bank to use it in accordance with this agreement; (b) agree to ensure that the personal and financial information of the said third parties is accurate; (c) agree to update the bank in writing in the event of any material change to the said personal and financial information; and (d) agree to our right to terminate this agreement should such consent be withdrawn by any of the said third parties.
- 24.3 Where the account holder instruct 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 your behalf, the account holder agrees to the above said disclosures on behalf of the account holder and others involved in the said cross-border transaction.
- 24.4 The Bank may at any time and from time to time now and/or in the future use a credit reporting/reference agency to help make decisions, for example when the bank need 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 account holder's portfolio(s); recover debts; and/or any purpose related to or in connection with the account/facility under this agreement. The account holder will be linked by credit reporting/reference agencies to any other names the account holder use or have used, and any joint and several applicants. In this connection, the account holder hereby authorize the Bank to disclose to such credit reporting/reference agency the account holder's consent to allow such credit reporting/reference agency to disclose the account holder's credit information as defined under the Credit Reporting Agencies Act 2010 to the Bank. The Bank may also share information about the account holder and how the account holder manage the account holder's account(s)/facility(ies) with relevant credit reporting/reference agencies.
- 24.5 Even after the account holder have provided the Bank with any information, the account holder will have the option to withdraw the consent given earlier. In such instances, the Bank will have the right to not provide or discontinue the provision of any product, service, account(s) and/or facility(ies) that is/are linked with such information.
- 24.6 The Bank reserve the right to amend this clause from time to time at the Bank's sole discretion and shall provide prior notification to the account holder in writing 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.
- 24.7 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.

24.8 The account holder further agree 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 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 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.

24.9 This clause shall be without prejudice to any other clause in this Agreement which provides for the disclosure of information.

**25. PRIVACY CLAUSE (FOR CORPORATE CUSTOMERS) Where the account holder is a corporation (including but not limited to the entities falling within the definition of “Corporation” defined in the Companies Act 2016) this Clause 25 shall apply.**

25.1 The account holder hereby irrevocably consents and authorises, and confirms that it has duly obtained the consent and authority of its directors, shareholders, officers, guarantors, security providers, business partners, subsidiaries, associated companies and/or any other person, individual and/or entity related to or associated with the account holder as the Bank may deem fit (hereinafter referred to either singly or collectively as “Relevant Person”), for the Bank.

- i. to be provided information (inclusive of relevant personal information of the said Relevant Person) as may be required by the Bank for processing pursuant to the Personal Data Protection Act 2010 including for use in accordance with relevant terms and conditions and for the purpose of the grant and continued maintenance of the facility / account;
- ii. to carry out the necessary reference checks at any time and from time to time now and/or in the future including but not limited to credit reference/reporting checks with credit reference agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution and to provide to such aforesaid party(s) with the required information requested by such credit reference agencies and/or any other party to ascertain the status of the account holder and its Relevant Person as may be required by the Bank for the purposes of the grant and/or continued maintenance of the facility/account; recovery of debts owing under the facility/ account; any purpose related to or in connection with facility/ account under this agreement; and/or for any other purposes that is required or permitted by law, regulations, guidelines and/or relevant regulatory authorities. In this connection, the Bank is authorised to disclose to such credit reference agencies and/or such other party the consent of the account holder and its Relevant Person to allow such credit reference agencies and/or such other party to disclose the account holder’s and its Relevant Person’s credit information as defined under the Credit Reporting Agencies Act 2010 to the Bank;
- iii. to disclose the said Relevant Person’s personal information to the classes of parties described in the CIMB Group Privacy Notice (which is available at [www.cimbislamic.com](http://www.cimbislamic.com)); and
- iv. to provide the said Relevant Person with information on the Bank’s products, banking facilities, services and/or offers (inclusive of the products, services and offers of entities within the CIMB Group) which may be of interest and/or financial benefit to them, at the Bank’s sole discretion, without further reference to the account holder and/or its Relevant Person. The account holder agrees to undertake the responsibility to update the Bank in writing should there be any change to the personal and financial, credit information relating to the said Relevant Person. Should the said consent and/or authority be subsequently revoked by any of the said Relevant Person, the account holder agree that the Bank shall have the right to terminate this facility/ close the account.

25.2 The account holder 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 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 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.

- 25.3 This clause shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of information.

## 26. MISCELLANEOUS

- 26.1 In the event of complaint relating to the Current Account-i, the account holder may lodge a note with the respective CIMB centre or branch at which the Current Account-i is maintained. Should the explanation or resolution provided by the CIMB Centre or branch not be to the satisfaction of the account holder, the account holder may contact the Bank's Customer Resolution Department bearing the following address, telephone, facsimile numbers and e-mail address (or bearing such other address, telephone, facsimile numbers and e-mail address which the Bank may change by notification to the account holder): Customer Resolution Unit (CRU), .P.O.Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan Call Centre No: 03-6204 7788, Email: CRU@cimb.com
- 26.2 In the event of any inconsistency, conflict, ambiguity or discrepancy between the English text or any other version of these Terms and Conditions, the English version shall prevail. Notwithstanding the aforementioned where request is made by the account holder for the Bahasa Malaysia version of the terms and conditions herein the Bank shall provide the same and allow the account holder to complete the relevant forms and sign the agreement in Bahasa Malaysia and such form and agreement in Bahasa Malaysia completed and signed shall form the basis of the contract between the Bank and the account holder.
- 26.3 These Terms and Conditions are intended to be wholly Shariah-compliant. The account holder and the Bank 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 Committee of the Bank).