

## TERMS AND CONDITIONS OF CIMB DEBIT MASTERCARD

The issuance of CIMB Debit MasterCard (hereinafter called “the Card”) by CIMB Islamic Bank Berhad (671380-H)(hereinafter called “the Bank”) to the Cardholder and the use of the Card shall be subject to the following terms and conditions made known to the Cardholder at the time of the application of the Card and/or at the time of delivery of the Card. The use of the Card shall constitute acceptance of the following terms and conditions:

### 1. DEFINITIONS

1.1 In these Terms and Conditions, unless the context otherwise requires:-

“**Account**” means the account which the account holder has or may have with the Bank at any time and includes those accounts opened by the account holder from time to time.

“**Annual Fee**” is a fee that is charged to the Cardholder on yearly basis in exchange for the services, benefits and privileges offered.

“**ATM**” means an automated teller machine or card operated machine including but not limited to machines belonging to CIMB Islamic Bank Berhad or to MasterCard Worldwide ATM network.

“**ATM Transaction**” means all transactions effected via the ATM.

“**Authorised Merchant**” shall mean any retailer or other person firm’s or corporation which pursuant to a merchant agreement agrees to accept or cause its outlets to accept the Card when properly presented.

“**Automatic Bill Payment**” means recurring payments which Cardholder makes utilizing the Card for payment of Takaful/insurances, bills or other services that the Bank may introduce from time to time.

“**Auto Payment**” means a service by which the Bank will automatically pay to a Merchant the Merchant Charges billed by that Merchant, on the Cardholder’s behalf, and charge those payments to the Cardholder’s Designated Account.

“**Bank**” means CIMB Islamic Bank Berhad which is inclusive of its successors in title and assigns.

“**Card**” means the CIMB Debit MasterCard and any replacement or renewal thereof issued by the Bank.

“**Cardholder**” means a customer of the Bank to whom the Card has been issued.

“**CIMB Clicks**” means CIMB’s website accessible via the internet.

“**CNP**” refers to card-not-present transactions which are purchases made when the Card is not physically present. This could include but shall not be limited to Transactions effected online via the Internet, by mail order or telephone order.

“**Current Balance**” shall mean the available balance in the Designated Account after deducting the purchases of goods and/or services incurred by the Cardholder.

“**Debit Transaction**” means a Transaction effected through the use of the Card with PIN or without a PIN but accompanied by the Cardholder’s signature. Deletion made as Transactions effected by mail order, telephone order, SST may require the Cardholder’s signature and/or PIN.

“**Designated Account**” means the Account designated by the Cardholder (which has been approved by the Bank) for the time being for the purpose of carrying out the Debit Transactions.

“**Expiry Date**” means the expiry date printed on the Card.

**“Held Balance”** means at any time the total amount estimated by the Bank at its absolute discretion to be the amount of any and all Debit transactions effected, may be effected or proposed to be effected on the Card but which have not been debited from the Designated Account.

**“Merchant”** means a merchant who is recognized and approved by the Bank at its sole discretion for purposes of acceptance of Auto Payment.

**“Merchant Charges”** means payments payable by the Cardholder to a Merchant, as billed by the Merchant.

**“PIN”** means the personal identification number issued to a Cardholder by the Bank or selected by the Cardholder, that is used to confirm the Cardholder’s identity.

**“Statement”** means the statement / entries listing out the Cardholders transactions under the Designated Account recording the transactions effected by the Cardholder using the Card.

**“Transaction”** means any and all banking transaction effected through the use of the Card and shall include but shall not be limited to withdrawal of cash, purchase, payment, fund transfer, balance inquiry, deposit of cash or cheque, payment of bills and any other electronic banking service as the Bank shall offer or introduce from time to time (whether via ATM, Point of Sale terminal, internet transaction or such other terminals or channels that is available to the Cardholder). For avoidance of doubt, the term “Transaction” shall also include “Debit Transactions”.

**“Transaction Limits”** means the relevant maximum accumulated daily limit permitted by the Bank, and communicated to the Cardholder by the Bank from time to time in respect of each type of Transaction that may be available to the Cardholder respectively.

**“Total Transactions”** mean the sum total of the Cardholder’s Debit Transactions and ATM Transactions; and

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

## 2. ISSUE OF THE CARD AND SERVICES AVAILABLE

2.1 The Card is issued by the Bank to the Cardholder 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.

2.2 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.

2.3 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”)

## 3. ACCEPTANCE AND USE OF CARD

- 3.1 The Cardholder may upon opening an account and upon making an application at any of the Bank's branches in Malaysia, be issued the Card and the initial PIN to enable the Cardholder to utilize the Card and gain access to the ATM services.
- 3.2 The Cardholder acknowledges and agrees that the initial PIN may be sent by the Bank to the Cardholder via Short Messaging Service (SMS) to the Cardholder's valid mobile number registered with the Bank or PIN Mailer (in the event the Cardholder does not have a valid mobile number registered with the Bank, in which case the same will be sent to Cardholder's correspondence address).
- 3.2 The Cardholder shall validate the Card for use by signing on the signature panel at the back of the Card and upon receipt of the PIN shall change the initial PIN for the Card at the Bank's own ATMs, secured websites and/or other secured channels permitted by the Bank within seven (7) days or as specified by the Bank. In selecting the Cardholder's PIN, the Cardholder SHALL NOT select a PIN which is obvious or predictable, including those which:-
  - (a) represents his birth date identity card, passport, driving license or contact numbers;
  - (b) being an alphabetical PIN, is a recognisable part of his name;
  - (c) consists of sequential numbers (for example 12345); or
  - (d) consists of all numbers being the same (for example 111111)
- 3.3 If the Cardholder has forgotten his PIN, the Bank will issue the Cardholder with a new initial PIN upon the Cardholder's request.
- 3.4 Upon lost or stolen Card as reported by the Cardholder and the Bank agrees to issue the Cardholder with a new Card, an initial PIN for the new Card will also be issued. The Cardholder is not able to use his existing PIN with a replacement Card.
- 3.5 The Cardholder must keep his PIN secret and shall not at any time disclose the PIN to anyone under any circumstances.
- 3.6 The Cardholder must ensure that the transaction amount is correct before signing any vouchers or transaction records and before entering the Cardholder's PIN at any electronic point of sale terminals which requires the entry of the Cardholder's PIN. By signing a voucher or transaction record or entering the Cardholder's PIN or otherwise using the Cardholder's Card at any electronic point of sale terminal, the Cardholder is deemed to have agreed to the transaction and confirmed the amount is correct.
- 3.7 The Cardholder consents and agrees that the PIN will serve as a means of authenticating and verifying the Cardholder's identity to the Bank for purposes of:- (i) the transactions contemplated under these Terms and Conditions; and (ii) allowing the Cardholder to subscribe and register for internet banking services provided under CIMB Clicks (under the terms of such service) which may in turn allow the Cardholder electronic access to the Cardholder's other bank accounts, banking facilities and other products and services made available by the Bank and CIMB Bank Berhad. In this regard the Cardholder authorises the Bank to accept, follow and act upon all instructions of the Cardholder when identified by the Cardholder's PIN (including applications to open accounts and for additional products and services to be made available to the Cardholder) and the Bank shall not be liable for acting upon such instructions in good faith. Such instructions shall be deemed irrevocable and binding upon the Cardholder upon the Bank's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of such instructions. The Bank is entitled to rely on the PIN as conclusive evidence of the Cardholder's identity but if the Bank has doubts or is uncertain as to the Cardholder's identity, the Bank may still request for such other form or means of identification as it may deem fit in its absolute discretion at any time and from time to time. The Cardholder acknowledges that the acceptance of the Card constitutes binding and conclusive evidence that the Cardholder shall be bound by these Terms and Conditions.
- 3.8 The Cardholder shall comply with all requirements, directions, instructions and guidelines for the use of the Card issued by the Bank from time to time in respect of all services rendered to the Cardholder.
- 3.9 The Card is only valid till the Expiry Date and may be used to make all such Transactions including "Automatic Bill Payment" services as may be introduced by the Bank from time to time. The Cardholder shall ensure

that as soon as the Card expires, it is destroyed by cutting it diagonally in half and returning it to the Bank for replacement card.

- 3.10 The Card shall not be used after its cancellation, expiration or upon the Cardholder ceasing to be the Bank's customer.
- 3.11 The Cardholder shall use the Card responsibly, including not using the Card for withdrawal of cash, payment or fund transfer unless there is sufficient fund in his/her Account. Any withdrawal of cash, payment or fund transfer shall be rejected if there are insufficient funds in the Account. If the Cardholder's Account is overdrawn, the Cardholder shall, on demand by the Bank, make good the amount overdrawn plus any compensation for late payment (Ta'widh) as stated in the terms and conditions governing the Account.
- 3.12 The Cardholder shall not use the Card for any unlawful activities which are forbidden by the law including illegal online betting. The Bank reserves the right to immediately terminate the Card facility if Cardholders are discovered to have used the Card for any unlawful 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 or description which may be incurred or suffered by the Bank in connection with or in any manner arising out of the Cardholder using the Card for any unlawful activities.
- 3.13 The Cardholder may request 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 any of the Transaction Limits shall be subject always to such other terms and conditions that may be imposed by the Bank from time to time. Further to the above, the Bank also reserves its right to vary any of the Transaction Limits at any time and from time to time at its sole and absolute discretion.
- 3.14 Any forms or receipts signed by the Cardholder and/or Transaction identified by the Cardholder's PIN and/or any transactions electronically confirmed, validated and or effected by the Cardholder in relation to any Transaction before, during or after the transaction or matter is carried out ('the above transactions') shall be deemed final conclusive and binding on the Cardholder.

Not in derogation of the generality of the foregoing the Cardholder further agrees that the Bank's books and or records evidencing the above transactions shall also be deemed as final, conclusive and binding on the Cardholder.

#### **4. CARDS WITH CONTACTLESS TRANSACTION ENABLED FEATURES**

- 4.1 The Cardholder acknowledges that certain Cards issued by the Bank will incorporate a feature which enables the Card to be utilised to pay for goods and services by tapping or waving the Card at contactless readers / terminals ("Contactless Transactions"), These Cards and related devices and terminals may carry MasterCard "PayPass" logos and branding or such logos or brands which the Bank or MasterCard may decide from time to time.
- 4.2 Contactless Transactions not exceeding an amount which may from time to time be specified by the Bank, may be processed and the Cardholder's Designated Account debited with the Contactless Transaction amount without requiring the:-
  - Card to be swiped at a magnetic strip reader;
  - Card's chip to be read by a chip terminal; or
  - Cardholder's signature or entry of the Cardholder's PIN number to authorise the transaction.
- 4.3 By accepting the Card which can be used for Contactless Transactions and using it to effect Contactless Transactions or in any other manner whatsoever (including using it in the conventional manner of swiping the same at a magnetic strip reader or at a chip reader or otherwise) the Cardholder undertakes to use the Card in accordance with and agrees to be bound by the terms and conditions herein contained.
- 4.4 Without prejudice to the foregoing, the Cardholder undertakes to be liable for all Contactless Transactions incurred using the Card and posted to the Cardholder's Designated Account. All Contactless Transactions will be deemed to have been properly authorised by the Cardholder unless the Cardholder can show

conclusive proof to the contrary. In this regard the Cardholder acknowledges the ease of which unauthorised Contactless Transactions may be carried out and accepts the risk of the same.

## 5. POSSESSION OF THE CARD

- 5.1 The Card shall remain the property of the Bank at all times and the Cardholder shall surrender the Card to the Bank immediately upon its demand. The Cardholder shall not transfer or otherwise part with the control or possession of the Card for any use or purpose unauthorized by the Bank.
- 5.2 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.

## 6. THEFT OR LOSS OF CARD

- 6.1 Save as hereinafter provided, the Cardholder shall in all circumstances accept full responsibility 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. The Cardholder hereby authorizes the Bank to debit the Cardholder's account with the amount of any payment, purchase, withdrawal of cash or transfer of funds effected with the Card in accordance with the Bank's record of transactions.
- 6.2 The Cardholder shall be under a 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 Card details or PIN to any other person and 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. 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:-
  - never using a PIN selected from Cardholder's birth date, identity card, passport, driving license or contact numbers
  - never allowing anyone else to use the Card and PIN.
  - never writing the PIN on the Card or any item normally kept with or in close proximity with the Card.
  - never writing the PIN in a way which can be understood by someone else.
  - never divulging/ disclosing/ telling the Card details or the PIN to anyone.
  - not letting the Card out of the Cardholder's sight.
- 6.3 The Cardholder must notify the Bank:-
  - (i) verbally or in writing immediately of any loss and/or theft of the Card and/or disclosure of the PIN to any person;
  - (ii) immediately after having discovered that the Card is lost, stolen, an unauthorized transaction had occurred or the PIN may have been compromised;
  - (iii) immediately upon receiving short message service (SMS) transaction alert if the transaction was unauthorized; and
  - (iv) immediately of any change in the Cardholder's contact number
- 6.4 At the absolute discretion of the Bank, the Bank may based on facts or circumstances as determined by the Bank require the Cardholder to provide to the Bank 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 Cardholder hereby irrevocably and unconditionally consents that the Bank may (but shall not be obliged to) record the telephone instructions as aforesaid in writing and/or by tape recording and/or any other method and such record of any instruction shall be conclusive and binding on the Cardholder. The Cardholder hereby expressly consents that the telephone instruction may be so recorded and hereby acknowledges that any and/or all records maintained by the Bank shall be conclusive and binding for all purposes.
- 6.5 The Bank is entitled to act on such instructions given by the Cardholder and shall not be liable for acting in good faith on the telephone instructions which are given by such persons regardless of the circumstances prevailing at the time of such instructions and any action taken by the Bank pursuant thereto shall bind the Cardholder and the Bank shall not be liable to the Cardholder for any loss or damage incurred or suffered by it as a result of such action.



- 6.6 The Cardholder accepts that in consideration of the Bank acting in accordance with such telephone instructions above or the Cardholder consenting to the Bank tape recording all or any of the Cardholder's telephone calls with the Bank, pursuant to Clause 6.4 above, to enable the Bank to keep the tape recording of all or any instructions given by the Cardholder or purportedly in the Cardholder's name to the Bank, the Cardholder hereby agrees to indemnify the Bank 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 as aforesaid.
- 6.7 In the event of loss/theft of the Card and/or disclosure of the PIN the Cardholder shall be and shall remain liable to the Bank for charges incurred including financial charges incurred for any goods or services supplied by merchants, effected through the use of the Card by any person before the Bank's receipt of the Cardholder's written or verbal notification of the loss and/or theft of the Card and/or disclosure of the PIN. For the avoidance of doubt, the Cardholder will be liable for
- 6.7.1 PIN-based unauthorised transactions, if the Cardholder has:-
- (i) acted fraudulently;
  - (ii) delayed in notifying the Bank as soon as reasonably practicably after having discovered 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 in close proximity with the Card and could be lost or stolen with the Card.
- 6.7.2 unauthorised transactions which require signature verification or the use of a contactless Card, if the Cardholder has:-
- (i) acted fraudulently;
  - (ii) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of the Card;
  - (iii) left the Card or an item containing the Card unattended, in places visible and accessible to others or failed to exercise due care in safeguarding the Card at the Cardholder's place of residence; or
  - (iv) voluntarily allowed another person to use the Card.
- In the event that the Cardholder is not satisfied with the Bank's investigations and decision in relation to unauthorised transactions and any matter arising from this clause, the Cardholder may refer the dispute to the Ombudsman for Financial Services for resolution of the said dispute. When the lost or stolen Card is recovered, the Cardholder agrees not to use the Card which has been recovered and shall immediately cut the Card in half across the magnetic strip and across the chip
- 6.8 The Bank may, at the request of the Cardholder, but without being obliged in law, replace the lost or stolen Card upon payment of a fee and against such indemnity that the Bank may require of the Cardholder. The replacement Card shall be subject to the Terms and Conditions herein as if it was the original Card.

## 7. DESIGNATED ACCOUNT

- 7.1 All payments for purchase of goods and/or services effected by the use of the Card, annual fees and all additional charges shall be debited to the Designated Account in the billing currency, local and overseas, and shall be reflected in the Statement.
- 7.2 If for any reason the Designated Account is overdrawn, the Cardholder shall, on demand by the Bank, make good the amount overdrawn. In the event that the Bank has granted Cashline-i facility to the Cardholder, which is linked to the Designated Account, then the prevailing terms and conditions with regard to the Cashline-i facility granted by the Bank to the Cardholder shall apply.
- 7.3 The Cardholder shall in all circumstances accept full responsibility for all Transactions processed by the use of the Card, whether or not processed with the Cardholder's knowledge, acquiescence or authority and including without limitation where the Cardholder makes any entry errors at Point of Sale terminals. The Cardholder hereby authorizes the Bank to debit the Cardholder's Designated Account and or Account for any

Transaction with the amount of any payment, purchase, withdrawal of cash or transfer of funds affected with the Card in accordance with the Bank's record of transactions.

## **8. HELD BALANCE ON DESIGNATED ACCOUNT**

- 8.1 The Bank may assign a Held Balance for the purpose of any Debit Transaction proposed to be effected on the Card. The amount of such Held Balance and period that such Held Balance may be maintained shall be determined by the Bank at its absolute discretion. The Bank may at its sole discretion debit the Designated Account with the amount of the Held Balance (or any part thereof) whether or not such amount represents the Debit Transaction. If the Bank debits any amount from the Designated Account as foreshaid and the Bank subsequently determines that such amount (or any part thereof) ought not to be so debited, the Bank will re-credit such sum to the Designated Account
- 8.2 Where the Card is used at automated fuel dispensers to pay for petrol transaction(s), a pre-authorisation amount of Ringgit Malaysia Two Hundred (RM 200) will be charged to your Designated Account. The Bank will only post the exact amount of transaction and release any extra hold amount from your Designated Account within three (3) days after the date of the said petrol transaction.
- 8.3 The balance available to the Cardholder for use in the Designated Account shall be reduced by the Held Balance.
- 8.4 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.
- 8.5 The Bank will only credit the Designated Account with refunds made by any Authorised Merchant or establishment in relation to any Transaction after the Bank receives a properly issued credit voucher.

## **9. OVERSEAS TRANSACTION AND CNP TRANSACTION**

- 9.1 CNP transactions which is not authenticated via strong authentication method such as dynamic password or any overseas transaction using the Card and or Designated Account is prohibited unless the Cardholder has expressly opted-in to conduct such transactions and notified the Bank of the same by contacting the Bank's Call Centre or such other channel as the Bank may make available from time to time.
- 9.2 Where the Cardholder has opted-in to conduct such CNP or overseas transactions, the Cardholder undertakes to 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 authorised by the Cardholder unless the Cardholder can show conclusive proof to the contrary. In this regard the Cardholder acknowledges the ease of which unauthorised CNP and overseas transactions may be carried out and accepts the risk of the same.
- 9.3 Where the Cardholder had elected to conduct such CNP or overseas transactions, the Cardholder has the option to subsequently disable such transactions by notifying the Bank of the same by contacting the Bank's Call Centre or such other channel as the Bank may make available from time to time.
- 9.4 If the amount of any Transaction is denominated in a currency other than the Ringgit Malaysia the Transaction shall be charged in the official currency of the country concerned and converted into Ringgit Malaysia at such time and such exchange rate as may be determined by MasterCard International or the Bank in accordance with its usual practice and at its absolute discretion. The Cardholder shall bear all exchange risks, losses, fees, and charges which may thereby arise.
- 9.5 All Transactions made outside Malaysia, shall be subject to these Terms and Conditions as well as those laws existing in the country where the Transactions took place. The use of the Card for overseas transactions shall be subject to all relevant guidelines, regulation, rules or restrictions issued by Bank Negara Malaysia or any other governmental authority from time to time as may be applicable for such Transactions.

- 9.6 The Bank may at any time suspend or terminate the Cardholder's ability to use the Card at any ATMs or authorised merchants outside Malaysia and the Bank shall not be liable to the Cardholder for any loss or damage suffered by the Cardholder resulting in any way from such suspension or termination.
- 9.7 The Cardholder shall pay to the Bank all fees and charges which are or may be imposed or incurred by the Bank from time to time in connection with the Cardholder's use of the Card outside Malaysia.

## **10. STATEMENT**

- 10.1 The Bank shall render to the Cardholder a monthly Debit MasterCard-i e-Statement. The Cardholder can access the Statement for free via the Bank's internet banking services.
- 10.2 The records and entries in the Designated Account as appearing in the Statement, provided in accordance with the terms and conditions governing the Designated Account, shall be deemed to be correct and binding on the Cardholder unless written notice to the contrary is given to the Bank by the Cardholder within fourteen (14) days from the date of updating the passbook, the date of posting of the transaction online or the date of the Statement, as the case may be.
- 10.3 If the Cardholder for any reason whatsoever does not within fourteen (14) days notify the Bank in writing of any error in the Statement in accordance with Clause 10.2 above, then the Cardholder shall be deemed to have accepted the entries in the Statement. The Statement shall be considered conclusive and binding as against the Cardholder and the Cardholder's legal representatives and successors and be precluded from making any claims against the Bank.

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

- 11.1 The Bank may at its sole discretion issue an additional Card to the co-holder of a joint account provided that the condition to operate the joint account is for either one to operate. The joint account holders shall be jointly and severally liable under these Terms and Conditions for which purpose words denoting the singular shall be deemed to include the plural. The Bank shall discharge its obligation by notifying any person named in the joint account.
- 11.2 For joint accountholders, either one of the accountholders may issue instructions and authorize the Bank to effect any Transactions on the Designated Account. All Transactions arising there from shall be binding on all joint accountholders who are jointly and severally liable.
- 11.3 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 and or use of the Card by a co-holder of the joint account.

## **12. RIGHT OF SET-OFF**

The Cardholder agrees that the Bank may, by giving the Cardholder seven (7) calendar days prior notice, combine or consolidate all or any Account of the Cardholder with the Bank and whether in Ringgit Malaysia or in any other currency or set-off or transfer any sum standing to the credit of any such Account in or towards discharge of all sums due to the Bank now or hereafter pursuant to the Transactions and may do so notwithstanding that the balances on the Account and the sums due may not be expressed in the same currency and the Cardholder hereby authorizes the Bank to effect any such combination consolidation set-off or transfer with the necessary conversions at the Bank's prevailing exchange rates which shall be determined by the Bank at its sole discretion. Pending the Bank effecting the said set-off, the Bank shall have the right to withhold and or suspend any available funds in the Cardholder's Accounts against the Cardholder's outstanding balance upon the issuance of the notice to the Cardholder.

## **13. BANK'S DISCRETION**



- 13.1 The Bank is entitled, at any time in its absolute discretion and without giving prior notice or reason to refuse to approve any Transaction notwithstanding that the Current Balance available allows for any such proposed Transactions and without incurring any liability to the Cardholder to:
- 13.1.1 suspend the Cardholder's right to use the Card entirely or in respect of specific facilities; and/or
  - 13.1.2 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 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
  - 13.1.3 refuse to carry out any Transaction if the Bank has any reason to doubt its authenticity, unauthorized by the Cardholder for any reason or if in the opinion of the Bank it is unlawful or improper.

#### **14. TERMINATION**

- 14.1 The Cardholder may terminate the use of his Card by giving the Bank written notice of termination and returning to the Bank the Card cut in halves, whereupon the use of the Card will be terminated.
- 14.2 The Bank may at any time in its absolute discretion and without assigning any reason terminate the use of the Card. Without prejudice to the generality of the foregoing, the Bank may terminate the use of the Card immediately, with or without notice, upon the occurrence of any one or more of the following events:-
- 14.2.1 the bankruptcy, insolvency, death or incapacity of the Cardholder; and/or
  - 14.2.2 if the Cardholder is found to have used the Card for any unlawful activities i.e. activities which are forbidden by law such as illegal online betting an unlawful activity; and/or
  - 14.2.3 any breach by the Cardholder of any of these Terms and Conditions.
- 14.3 The Bank has discretion to terminate the Card if there are insufficient funds in the Cardholder's Designated Account to clear a Debit Transaction upon giving a fourteen (14) day written notice to the Cardholder.

#### **15. EXCLUSION OF LIABILITY**

- 15.1 The Bank shall not be held liable for any act or omission by any merchant accepting the Card howsoever caused, including but not limited to, any refusal to accept the Card or any statement or other communication made in connection therewith, or any defect or deficiency in goods or services. The Cardholder must liaise directly with the merchant on any claim or dispute and will not dispute any payment made by the Bank from the Designated Account on such claims or dispute.
- 15.2 The Bank is not liable if it is unable to perform its obligations under these Terms and Conditions due, directly or indirectly, to any industrial dispute, war, Act of God or anything outside the control of the Bank, its servants or agents.
- 15.3 The Cardholder agrees not to hold the Bank liable, responsible or accountable in any way whatsoever by reason of any loss, damage, or injury howsoever caused or if the Card is not honored, 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.
- 15.4 Notwithstanding and without prejudice to the generality of the clauses in these Terms and Conditions, the Cardholder shall expressly agree that the use of the Card is at his own risk and shall assume all risk incidental to or arising out of the use of the Card.

- 15.5 Where Cardholder uses the Card to purchase goods and/or services through internet transactions, the Cardholder shall be solely responsible for the security of such Card and Transaction at all times. 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. The Bank shall not be under any obligation to verify the identity or the authority of the person entering the Card information and that Bank shall not be liable for Transaction entered using the Card information regardless whether the person is authorized or unauthorized.

## **16. VARIATION**

- 16.1 The Bank reserves the right upon giving twenty one (21) calendar days prior notice to add, delete or amend any of the provisions stated herein at any time and from time to time. Any variations, additions, deletions or amendments (“the Amendment”) to the provisions herein shall be binding on the Cardholder and the Bank is deemed to have brought to the attention of the Cardholder 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 Cardholder upon request; or (ii) by a notice being sent by the Bank to the Cardholder ‘s last known address; or (iii) advertised in one newspaper of the Bank’s choice; or (iv) via electronic mail; or (v) via ATM or by any other means of notification which the Bank may select and the Amendment shall be deemed binding on the Cardholder as from the date of notification of the Amendment or from such other date as may be specified by the Bank in the notification.
- 16.2 If the Cardholder does not accept any such changes, the Cardholder may, within 7 days after the Bank has given such notice, terminate the use of the Card in the manner provided under these Terms and Conditions.
- 16.3 If the Cardholder retains or uses the Card after the Bank has given notice of any changes in this Agreement, the Cardholder is deemed to have accepted and agreed to such changes without reservation.

## **17. CHANGE IN PARTICULARS**

- 17.1 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 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 Cardholder’s address last registered with the Bank, shall be deemed as delivered to and received by the Cardholder.

## **18. FEES AND CHARGES**

The Cardholder agrees that the Bank shall be entitled to impose fees and charges for any of its services provided to the Cardholder, in accordance with the prevailing practice of the Bank. Such fees and charges shall be borne by the Cardholder. The fees and charges stated in these Terms and Conditions are stated inclusive of GST, where applicable. In the event of any change in fees and charges applicable to the Card and/or the services provided, notification of such change shall be communicated to the Cardholder at least 21 calendar days prior to the effective date of change. Such notification shall be communicated to the Cardholder in writing or electronically or via advertisement displayed at the Bank’s banking halls and websites. All such fees and charges may be debited from any account that the Cardholder maintains with the Bank.

## **19. INDEMNITY**

The Cardholder undertakes to indemnify the Bank fully and completely against all claims, demands, action, proceeding, loss and expenses (including legal costs as between solicitor and own client), taxes or 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 the provision of the Services, the acceptance of any instruction given by the Cardholder and/or 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.

## 20. DISCLOSURE OF INFORMATION

20.1 Subject to the provisions below which (i) prohibit disclosure of information to Group Companies if objected to by the Cardholder; and (ii) require the Cardholder's express consent for disclosure of information to third parties for the stated purposes, the Cardholder 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 Cardholder, the Cardholder's affairs and/or any accounts maintained by the Cardholder 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 including but not limited to authorizing the Bank to do the following:-

- (a) to make use of, disclose, divulge or reveal any information relating to the Cardholder and his particulars relating to the Card in such manner and to such extent as the Bank shall from time to time consider necessary:
  - (i) To any merchant, any bank or financial institution, MasterCard Worldwide and any member institution of MasterCard Worldwide to facilitate the use of the Card or the processing of any transaction effected or to be effected through the use of the Card or any investigation of whatsoever nature to be made; and
  - (ii) For or in connection with any action or proceeding taken for the purpose of recovery of monies due and payable by the Cardholder to the Bank under these Terms and Conditions.

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 Cardholder** 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 (CRU), P.O.Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan. Call Centre No: +603 6204 7788, Email: [cru@cimb.com](mailto:cru@cimb.com).

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

20.2 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.

20.3 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 Cardholder deposited or recorded with the Bank, the Bank is hereby irrevocably authorized ( but not obliged ) 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 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 Account 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.

## 21. NOTICE

21.1 The Cardholder shall inform the Bank in writing of any change of address and/or employment or business.

- 21.2 The Cardholder must notify the Bank promptly in writing of:-
- 21.2.1 any intention to reside outside Malaysia for more than six months;
  - 21.2.2 any change of address of the Cardholder; and
  - 21.2.3 any other change in the Cardholder's particulars or any other information as may be requested by the Bank from time to time.
- 21.3 Any statement of account correspondence or notice to the Cardholder may be delivered by hand or sent by prepaid post to the Cardholder's address stated in the ATM/Debit Card-i Application Form or to such other address notified by the Cardholder to the Bank from time to time and shall be deemed to have been duly served at the time of posting of the Notice. Any failure on the part of the Cardholder to notify any change of his address resulting in delay or return of any monthly Statement, correspondence and notice shall not prejudice the Bank's rights and entitlement under these Terms and Conditions.

## **22. SEVERABILITY**

- 22.1 The invalidity or unenforceability of any of the provisions herein shall not substantially nullify the underlying intent of these Terms and Conditions and the invalid or unenforceable provisions of these Terms and Conditions shall not affect the validity or enforceability of the other terms or provisions herein contained which shall remain in full force and effect.

## **23. PRIVACY CLAUSE**

- 23.1 The Cardholder hereby confirm that the Cardholder has 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 Cardholder agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Terms and Conditions.
- 23.2 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, 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) confirm that the Cardholder 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 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 the use of the Card should such consent be withdrawn by any of the said third parties
- 23.3 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 our 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
- 23.4 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, 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 the Cardholder's portfolio(s); recover debts; and/or any purpose related to or in connection with the account/facility under 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 any 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

- 23.5 Even after the Cardholder has provided the Bank with any information, the Cardholder 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.
- 23.6 For the purposes of this Clause 23, 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.
- 23.7 The Cardholder 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 reporting/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 reporting/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 unless the same is caused directly by the Bank's gross negligence or willful default.
- 23.8 This clause shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of information.

### **23. AUTO PAYMENT**

- 23.1 Where the Cardholder has given instructions for Auto Payment, the Merchant will send to the Bank details of each of the Merchant Charges when it becomes payable. When the Bank receives those details, the Bank will charge that Merchant Charges to the Cardholder's Designated Account. The Cardholder shall be responsible to immediately notify the Merchant and/or other bank or financial institution of the change of the Cardholder's paying instructions where the Cardholder has a previous payment instruction, if any, to: (i) another bank and/or financial institution to pay the Merchant; and/or (ii) the Merchant to charge the Merchant Charged to the Cardholder's account maintained with another bank and/or financial institution.
- 23.2 The Bank in providing the Autopay Payment is not responsible for:-
- (i) effecting payment of any Merchant Charges to the Merchant on a timely manner and in this regard, the Cardholder shall not hold the Bank liable through any error, neglect, refusal or omission to pay or delay in paying all or any of the Merchant Charges to the Merchant unless the same is caused directly by the Bank's gross negligence or willful default;
  - (ii) losses suffered by the Cardholder where the Bank has made payment of Merchant Charges made to the Merchant in good faith;
  - (iii) paying all or any of the Merchant Charges to the Merchant where there is no available balance in the Cardholder's Designated Account or where there is available but insufficient balance in the Cardholder's Designated Account or where the use of the Card by the Cardholder is terminated or suspended for any reason whatsoever or where the Card is not renewed or replaced, as the case may be, or where the Bank in its reasonable discretion conclusively determines that the circumstances justify non-payment due to whatever reasons; and/or
  - (iv) paying any Merchant Charges to the Merchant where the Cardholder has instructed the Bank to stop payment or cancelled or terminated the Autopay Payment unless due to the Bank's gross negligence or willful default.
- 23.3 Notwithstanding anything else to the contrary in this Clause 23, the Bank has the right to refuse to make payments on Transactions which the Bank suspect may be fraudulent or unlawful or if there is insufficient balance in the Cardholder's Designated Account. The Cardholder shall at all times remain primarily liable and responsible to pay the Merchant



Charges due and owing to the Merchant directly and the Bank shall not at any time be obliged to inform the Cardholder of any non-payment by the Bank of any Merchant Charges to the Merchant. In the event of non-payment by the Bank of any Merchant Charges to the Merchant, the Cardholder shall resolve and effect payment of such Merchant Charges with the Merchant directly. The Cardholder agrees and expressly authorizes the Bank to communicate to the Merchant any unsuccessful Merchant Charges under Auto Payment.

- 23.4 In the event that the Cardholder's Card number changes, the Cardholder shall be responsible for informing the Merchant of the change in the Card's number. The Cardholder authorizes the Bank to make payment(s) to the Merchant by charging and debiting the Merchant Charges billed to the Cardholder's previous Card number from the Cardholder's Designated Account linked to or connected with the Cardholder's new Card number without need for the Cardholder's further consent. However, notwithstanding the aforesaid, Cardholder's authorization to the Bank, the Bank is not obliged to effect payment(s) of the Merchant Charges to the Merchant.
- 23.5 The Cardholder shall indemnify the Bank against any loss, cost, damage, expense, claim or demand (including legal expenses on a solicitor and client and full indemnity basis) which the Bank may sustain or incur as a consequence of providing the Auto Payment to the Cardholder unless such loss, cost, damage, expense, claim or demand is caused directly by the Bank's gross negligence or willful default.
- 23.6 The obligation of the Bank to effect payment of the Merchant Charges to the Merchant shall immediately cease upon:-
- (i) the termination of the Auto Payment by either the Bank or the Cardholder giving to the other party not less than one (1) month's notice in writing whereupon the expiry of the one (1) month period from the date of the notice of termination, the Auto Payment shall be terminated; or
  - (ii) the suspension and/or termination of the Card or closure of the Cardholder's Designated Account
- (hereinafter referred to as "the Events").

The Cardholder is responsible for informing the relevant Merchant in writing that the Auto Payment has been terminated and to request the said Merchant to discontinue the billing to the Bank. Until such time the Merchant informs the Bank that the Auto Payment has been terminated, the Bank shall be entitled to make payment to the Merchant and the Cardholder shall remain liable for such payments made by the Bank to the Merchant in relation to all Transactions prior to the Events.

- 23.7 Notwithstanding anything contained herein, the Bank reserves the rights to discontinue, suspend, or terminate the Auto Payment at any time by giving the Cardholder adequate prior notice and not effecting the payment of the Merchant Charges to the Merchant. The Cardholder shall at all times remain primarily liable and responsible to pay all Merchant Charges due and owing to the Merchant directly and in the event the Bank exercises such rights the Bank shall not incur any liability to the Cardholder and the Cardholder shall resolve all outstanding Merchant Charges with the Merchant directly.

## **24. LAW APPLICABLE, JURISDICTION AND SHARIAH**

- 24.1 This Agreement shall be deemed to be a contract made under the laws of Malaysia and 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.
- 24.2 This Agreement is intended to be wholly Shariah-compliant. The Cardholder 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 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.

## **25. MISCELLANEOUS**

- 25.1 These Terms and Conditions shall be in addition to and not in derogation of any specific agreement or arrangement now or hereafter subsisting between the Bank and the Cardholder in relation to the Designated Account and/or the Account and/or any terms and conditions that may be specified in any letter of offer given by the Bank to the Cardholder from time to time.

- 25.2 In the event of inconsistency, conflict, ambiguity or discrepancy between the English version or any other versions of these Terms and Condition, the English version shall prevail. Notwithstanding the aforementioned, where request is made by the Cardholder for the Bahasa Malaysia version of these Terms and Conditions, the Bank shall provide the same to the Cardholder and allow the Cardholder 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 Cardholder.
- 25.3 In the event of complaint, enquiry and or notification to the Bank relating to the Card the Cardholder may lodge a note with the respective CIMB centre or branch at which the Designated Account is maintained. Should the explanation or resolution provided by the CIMB centre or branch not be to the satisfaction of the Cardholder, the Cardholder may contact the Bank's Customer Resolution Unit 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 Cardholder): Customer Resolution Unit(CRU)P.O.Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan. Call Centre No: +603 6204 7788, Email: [cru@cimb.com](mailto:cru@cimb.com).