

## **CIMB CREDIT CARDS CARDMEMBER'S AGREEMENT**

This Agreement contains the terms and conditions applicable to your Card(s) and your Card Account(s). Please read them carefully before you sign or use the Card(s).

When you read this Agreement, please note that the terms “**you**”, “**your**” and “**Cardmember**” refer to the person(s) named on the Card(s). The terms “**we**”, “**our**”, “**us**” and the “**Bank**” refer to CIMB BANK BERHAD and its successors and assigns. If you are the individual requesting us to issue the Card(s) to you, you will be known as the “**Principal Cardmember**” and you will have an account with us called the “**Card Account**”. If you have received this Card(s) upon the request of a Principal Cardmember to be used in conjunction with the Principal Cardmember's Card Account, you will be known as the “**Supplementary Cardmember**”, and the Card issued to you will be known as a “**Supplementary Card**”.

### **1. DEFINITIONS**

In this Agreement:-

#### **Billing Statement**

means statement(s) from us of the amount charged or debited and/or paid to the Card Account(s) of the Card(s) issued to the Principal Cardmember and the Card(s) issued to the Supplementary Cardmember(s) stated therein. Each such statement may be on paper or may be constituted by data stored in any electronic medium or system, which may be transmitted through any computer system or facsimile machine.

#### **Card**

means any card bearing the name VISA or Mastercard® and/or the service mark of VISA or Mastercard issued by us pursuant to this Agreement and any substitution, replacements or renewals thereof, and shall be deemed to include any Tokenised Card

#### **Card Account**

in relation to any Card, means the account designated and maintained by us in relation to that Card, provided that where only one account is designated and maintained by us for all the Cards issued to the Principal Cardmember and every Supplementary Cardmember, any reference to Card Account shall mean that account.

#### **Card Transaction**

means any type of transaction effected by using the Card or any data contained on or relating to the Card, including through the use of any Digital Payment Service and/or Enabled Device

#### **Cash Advance**

means an advance, quasi cash transaction or payment in any currency made through the use of the Card and/or the PIN, drawn against the Card Account but shall not include any withdrawals from any other account with us.

**Chargor\***

means a provider of security under Clause 20, who may be a Cardmember and/or a third party as approved by the Bank, and shall include the successors in title and permitted assigns of the Chargor. Where there is more than one person comprised in the expression "Chargor, all references to "Chargor" shall be read as referring to all or (if the context so admits) any one or more of such persons and all covenants, agreements, undertakings, terms, stipulations and other provisions hereof shall be deemed to be made by and be binding on all of them jointly and severally.

**Digital Payment Service**

means any digital or other electronic payment or wallet service made available from time to time for use by any Cardmember in connection with his/her Cards enrolled with such service for effecting payment or other transactions via any Enabled Device.

**Deposits\***

means moneys of whatever currency now or at any time hereafter standing to the credit of all fixed deposit accounts now or from time to time hereafter held in the name of Chargor with any of our branches in Singapore and anywhere in the world (which shall include any renewals thereof whether by way of extension, replacement or substitution) together with interest accrued or to be accrued thereon, right of repayment and other rights and benefits accruing to or arising in connection with them or any part of them and all additions thereto. The term "Deposits" shall include any part or parts thereof.

**Enabled Device**

means a compatible mobile communications or other device associated with one or more Card issued to a Cardmember and successfully enrolled by the Cardmember for use in connection with payment or other transactions through a Digital Payment Service.

**Overseas Transactions**

means foreign currency transactions or transactions made outside Singapore and/or processed by merchants outside of Singapore (including transactions converted into Singapore Dollars via dynamic currency conversion).

**Quasi Cash Transaction**

means a transaction involving the sale of item(s) that are directly convertible to cash including the purchase of chips, lottery tickets or other value usable for gambling or gambling-related activities, the placing of a wager, the purchase of traveller's cheques, foreign currency, money orders, the use of a Card to open or fund a deposit account, at a location other than a member financial institution or transaction(s) in which a merchant accepts a Card for payment of an existing debt, such as a private label card or vehicle loan.

**Secured Obligations\***

means all moneys and liabilities, present or future, primary or collateral, joint or several, actual or contingent, which are now or shall at any time be or become due, owing, payable or incurred to us on any account whatsoever (whether in Singapore or elsewhere) (including the Card Account(s)) or in any manner whatsoever including all interest, commission, costs, banking and other charges and expenses (including legal and other professional fees) which we may impose against the Cardmember as well before as after judgment and all costs and expenses (including legal costs on a full indemnity basis) which we may

incur in enforcing or obtaining payment of the moneys due or liabilities owing to us from the Cardmember, either alone or in conjunction as aforesaid, or attempting so to do. The term "Secured Obligations" shall include any part or parts thereof.

### **Security Procedure**

means any security procedure specified by us from time to time for use by its Cardmembers in connection with any issuance, activation or use of any Card, and/or payment or other transactions made therewith, including without limitation, the use of personal identification number or PIN codes or two factor authentication, as applicable to any Card.

### **Specified Address** means

any of the following:-

- (i) any of your addresses stated in the application for the Card and any other address which you may notify us from time to time and any other address which we may obtain from reliable sources as determined by us; and
- (ii) any address from which any of your facsimile transmission or electronic mail or purporting to be your facsimile transmission or an electronic mail had been despatched to us.

*(\*Note: Only applicable where we require liabilities and obligations in connection with the Card(s) to be secured by Charge Over Deposits)*

### **Tokenised Card**

means any electronic, digital or other token associated with any VISA or MasterCard card or payment facility made available by or through us for the making of payment or other authorised transactions via any Enabled Device.

### **Guardian**

means a legal guardian [whether a parent or otherwise (as the case may be)] of a Cardmember who is below 21 years old.

## **2. USE OF CARD/PIN**

### **2.1 RECEIPT OF CARD/PIN**

Once your application for a Card is approved, we shall send the Card to you and, upon your request, a Personal Identification Number (PIN) to be used in conjunction with your Card. Upon receipt of your Card, please sign on the Card immediately. You shall not disclose the PIN to any other person and you should change the PIN from time to time for security reasons.

### **2.2 CARD AND PIN FACILITIES**

You shall not permit any other person to use the Card and/or PIN to make any transactions. The services, functions and facilities available through the Card or the use of the PIN of any Card shall be determined by us from time to time. We may modify or vary any or all of such services, functions and facilities or suspend or terminate the availability of any or all of such services, functions and facilities without any prior notice.

### **2.3 CARD REMAINS OUR PROPERTY**

The Card remains our property at all times. We may at our absolute discretion request for the Card to be returned at any time, whereupon you shall cut the Card across its microchip and magnetic strip and return the Card, immediately to us.

### **2.4 CARD AND PIN TERMS OF USE**

The use of any Card or PIN as well as services, functions, facilities and transactions available in connection with the Card shall be subject to these terms and conditions (as may be varied, modified or supplemented by us from time to time) and to the compliance with such requirements, limitations and procedures as may be imposed by VISA and/or Mastercard from time to time. Cash withdrawals from any account with us shall be subject to the terms and conditions as may be imposed by us with respect thereto.

### **2.5 LAWFUL USE OF THE CARD AND PIN**

The Card and PIN shall be for the Cardmember's use only. You shall not use the Card or PIN (whether to effect payment or otherwise) in relation to any transaction or activity which is illegal or prohibited under the law or constitutes a breach of public policy of the country in which such transaction or activity is effected or takes place, or which is illegal or prohibited under the law or constitutes a breach of public policy of your country of residence.

## **3. CREDIT LIMIT**

### **3.1 CHARGES NOT TO EXCEED OVERALL CREDIT LIMIT**

We may set an overall credit limit in respect of each Card Account. The total charges incurred under each Card Account by the Principal Cardmember and the Supplementary Cardmember(s) when added together, must not exceed the credit limit set for each Card Account. We may, where necessary, review and revise any of your credit limits without notice. We may also refuse to authorise or approve any Card Transaction even though the credit limit has not been and would not be exceeded if such Card Transaction had been effected.

### **3.2 WHERE CHARGES EXCEED CREDIT LIMIT**

We may choose to approve certain Card Transactions that would result in the credit limit being exceeded. Notwithstanding any credit limit that may be set or imposed, we may in our absolute discretion authorise or allow any Card Transaction even though such transaction may exceed or would as a consequence exceed the credit limit.

### **3.3 CHARGES TO CARD ACCOUNT**

We may charge and debit the relevant Card Account (whether before or after the termination of the use of any or all Cards) the amount of each and every Card Transaction made or effected, whether by you or any other person (whether with or without your knowledge or authority) and notwithstanding:

- (a) that the balance due to us on the Card Account may as a consequence of any such charge or debit exceed the Credit Limit; and
- (b) that the Card Transaction was effected by the use of any Card or the PIN of any Card after the loss or theft of that Card or disclosure of the PIN in respect of that Card provided that no amount shall be debited to the Card Account in respect of any Card Transaction effected without your knowledge or authority after our Customer Service Hotline has received your notice of the loss or theft of that Card or the disclosure of the PIN of that Card.

#### **4. LOSS/THEFT OF CARD/DISCLOSURE OF PIN/ACCOUNT NUMBER**

##### **4.1 DUTY TO PREVENT LOSS/THEFT/FRAUD**

You must keep your Card secure and ensure that your Card number and PIN are not disclosed to any other person.

##### **4.2 DUTY TO NOTIFY US**

Should you discover that your Card is lost, stolen or used in an unauthorised way, you shall notify us of the loss/theft or unauthorised use of such Card by calling our Customer Service Hotline or by notifying us in writing to CIMB Bank Berhad, 30 Raffles Place, #04-01, Singapore 048622. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss/theft/misuse/disclosure and any other information that we may require.

##### **4.3 LIABILITY FOR LOST/STOLEN CARDS**

If a lost or stolen Card is used for unauthorised transactions prior to the Cardmember notifying CIMB Bank Berhad of the loss, the Cardmember will only be subject to a maximum liability of S\$100. This is provided the Cardmember has informed CIMB Bank Berhad of the loss immediately after being aware that his/her Card has been lost or stolen and he/she has not acted fraudulently, or with gross negligence. In the case where a Card is not lost or stolen, but the Card details were used for unauthorised transactions, the Cardmember will not be held liable as long as the Cardmember has not acted fraudulently or with gross negligence.

##### **4.4 CARD RETRIEVED**

Once the Card has been reported as lost or stolen, it must not be used if subsequently retrieved. You shall cut such retrieved original Card into pieces and return the same to us. Any Card that is thrown away or surrendered or returned to us must be cut into pieces. You shall be liable for any loss or damage arising from any failure to do so.

##### **4.5 REPLACEMENT CARD**

We may at our discretion issue a replacement Card upon such terms and conditions as we may deem fit, and we reserve the right to charge a replacement fee as set out at Clause 23 of this Agreement from time to time in respect of any lost or stolen Card. Such Card replacement fee shall be debited to the Card Account and shall not be refundable for any reason whatsoever.

## **5. PAYMENT**

### **5.1 LIABILITY FOR TRANSACTIONS**

You are liable for all Card Transactions and Cash Advances. In addition, you shall be responsible for unauthorised transactions referred to in Clause 4.3 above. We shall send the Principal Cardmember a Billing Statement on a monthly basis or other periodic basis listing the transactions incurred by the Principal Cardmember and the Supplementary Cardmember(s), where applicable, in respect of each Card Account(s).

### **5.2 PAYMENT OBLIGATIONS**

- (a) You shall pay us the entire outstanding balance or at least, the minimum payment (where applicable) specified in the Billing Statement by the payment due date. If your Card Transactions exceed your credit limit in any given month, you shall also pay all amounts by which the credit limit has been exceeded.
- (b) If payment of the outstanding balance is not made in full by the payment due date of any Billing Statement, an interest or finance charge calculated at such rate per annum as we may determine on a daily basis (subject to a minimum monthly charge of S\$2.50 or such other sum as may be determined by us) shall be imposed on such amounts as are due and owing. The interest or finance charge shall apply from each transaction date until the date full payment is made. No interest or finance charge will be imposed if full payment of the outstanding balance is received by the payment due date and there is no balance carried forward from the previous Billing Statement.
- (c) Interest accrued on the Card Account will be capitalised and debited from the Card Account at the end of each calendar month or on such other day or days that we may determine. All interest or finance charges due under the Card Account shall be payable as well after as before judgment at such rate(s) per annum as we may determine from the payment due date, up to and including the date of actual payment.
- (d) If you fail to make full payment (in the case where the outstanding balance is S\$50 and less) or at least the minimum payment (where the outstanding balance exceeds S\$50) specified in your Billing Statement by the payment due date, you may also be liable for late payment charge at such rate as we may determine.
- (e) Payment made through Internet Banking, GIRO, AXS or ATM services after 5pm will be deemed to have been received on our next business day.
- (f) Payment should reach us at least 2 business days before the payment due date for processing, excluding Saturdays, Sundays and Public Holidays.

### 5.3 OTHER CHARGES

In addition to the above, you shall also be responsible where applicable for the following charges (unless specifically waived by us) including but not limited to:

- (a) a non-refundable annual service fee for the issue and renewal of each Principal and Supplementary Card;
- (b) a processing fee for any bill or cheque tendered in payment to us which is dishonoured for any reason whatsoever;
- (c) an administrative fee for the production of documents relating to your Card;
- (d) an administrative fee for any replacement Card;
- (e) whereby any arrangement between you and any financial institution (including us), any payment is to be made to us for the credit of any Card Account, whether at regular intervals or otherwise, a fee of such amount as we may determine for each occasion when any payment to us is not effected (for any reason whatsoever, including the insufficiency of funds or balance on any account) at the time when such payment should have been effected in accordance with such arrangement;
- (f) a charge for each reservation of goods, services or facilities made or paid through the use of the Card which is subsequently cancelled or not taken up. Such charge shall be at the rate prescribed by the merchant with or through whom the reservation was made or at such rate as we may determine; and
- (g) a service charge or administrative fee for any service or facility provided by us or any action taken by us in carrying out any of your instructions and/or requests relating to your Card Account, whether such service or action is referred to or contemplated in this Agreement or otherwise.
- (h) an administrative fee of 2% of the transaction amount (or such other rates as we may determine from time to time) levied by us for foreign currency transactions when you use the Card to purchase goods, services or facilities in foreign currency and a fee of 1% levied by Mastercard or Visa for all transactions:
  - (i) made in foreign currencies and/or
  - (ii) made in Singapore dollars but processed outside Singapore.

Foreign currency transactions will be billed in Singapore Dollars, the Card Account currency. In this regard, transactions other than in US Dollars will be converted into US Dollars first before they are converted into Singapore Dollars (with the exception of Dynamic Currency Conversions). Each conversion will be based on such rate as determined by the respective card associations. The conversion rate is applied on the date of posting to the Card Account and may be different from the rate in effect on the date of transaction. The foreign currency transactions charged to your Card will therefore reflect the cost incurred in Singapore Dollars as

converted, together with the charge imposed by the respective card associations and an administrative fee which will be debited to your Card Account.

#### **5.4 CASH ADVANCE**

In respect of each Cash Advance, we shall charge and debit the Card Account (unless specifically waived by us) a Cash Advance fee equal to or the greater of:

- (i) the amount equal to 8% of the amount of the Cash Advance or such other rate as we may determine; and
- (ii) the sum of S\$15.00 or such other sum as we may determine. An interest or finance charge calculated at such rate per annum as we may determine on a daily basis on the amount of the Cash Advance and the Cash Advance fee (subject to a minimum of S\$2.50) from the date of the Cash Advance until the date on which full payment is thereof made.

#### **5.5 GOODS AND SERVICES TAX**

You shall be responsible for all goods and services tax and all other taxes that may be imposed on or payable in respect of any amount required to be paid under this Agreement. We may debit the amount of such tax to your Card Account.

### **6. TERMINATION OF USE OF CARD AND CARD ACCOUNT**

#### **6.1 OUR RIGHT TO TERMINATE**

We may suspend or terminate your Card and/or Card Account(s) at any time without any prior notice for reasons we may deem fit at our absolute discretion. Without prejudice to the generality of the foregoing, we may terminate your Card, use of your card on any Enabled Device, your access to or use of any Digital Payment Systems and/or your Card Account(s) in the event of any change of your account status, credit history or rating, or to any conditions, mandate or instructions relating to the operation of any Card Account.

#### **6.2 YOUR RIGHT TO TERMINATE**

The use of any or all Cards may be terminated by the Principal Cardmember and the use of any Card issued to any Supplementary Cardmember may be terminated by that Supplementary Cardmember in each case by giving written notice thereof to us at CIMB Bank Berhad, 30 Raffles Place, #04-01, Singapore 048622.

#### **6.3 OBLIGATIONS UPON TERMINATION**

Upon the termination of your Card and/or your Card Account(s) for whatever reason, you shall return the relevant Card to us cut in pieces. Notwithstanding such termination, any use of the Card or the PIN of the Card (whether or not by you) before it is returned to us shall be deemed to be use of the Card or the PIN by you.



## **7. LIABILITY OF CARDMEMBERS**

### **7.1 LIABILITY OF PRINCIPAL CARDMEMBER**

If you are the Principal Cardmember, you are liable for and must pay us on first demand all outstanding balances (whether incurred by you or any Supplementary Cardmember) on your Card Account(s), including all sums and charges effected or debited to any and all Card Accounts in accordance with this Agreement (whether before or after the termination of the use of any Card or Cards). You are jointly and severally liable with each Supplementary Cardmember for such part of the outstanding balance in connection with his/her Supplementary Card.

### **7.2 LIABILITY OF SUPPLEMENTARY CARDMEMBERS**

Each Supplementary Cardmember is liable for and must pay us on demand for such part of the outstanding balance in connection with his/her Supplementary Card, including all sums and charges debited by us to any Card Account in accordance with this Agreement in respect of Card Transactions effected by the use of the Card issued to that Supplementary Cardmember and/or the PIN of such Card or the PIN issued to that Supplementary Cardmember, including the amount of all interest and other charges debited to the Card Accounts which are attributed to those Card Transactions or any of them, which remain outstanding or unpaid.

### **7.3 LIABILITY OF EACH CARDMEMBER**

Any invalidity, unenforceability, release or discharge of the liability of the Principal Cardmember or any Supplementary Cardmember to us shall not affect or discharge the liability of the other Cardmembers to us.

## **8. EXCLUSIONS AND EXCEPTIONS**

### **8.1 CARD AND PIN**

We are not liable in any way:

- (a) should your Card or PIN be rejected by any merchant or any terminal used to process Card Transactions or Cash Advances, or if we refuse for any reason to authorise any Card Transaction or Cash Advance;
- (b) for any malfunction, defect or error in any terminal used to process Card Transactions or Cash Advances, or of other machines or system of authorisation whether belonging to or operated by us or other persons or the inability of any terminal, machine or system to accurately, properly or promptly transmit, process or store any data;
- (c) for any delay or inability on our part to perform any of our obligations under this Agreement because of any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, civil disturbance or any event outside our control or the control of any of our servants, agents, suppliers, service providers or contractors;
- (d) for any damage to or loss or inability to retrieve any data or information that may be stored in your Card or any microchip or

circuit or device in your Card or the corruption of any such data or information, howsoever caused;

- (e) (i) for any loss, theft, use or misuse of the Card or disclosure of your PIN and/or any breach of this Agreement; (ii) for any fraud and/or forgery perpetrated on us or any merchant; (iii) for any injury to your credit, character or reputation in relation to our repossession of the Card or our request for the return of the Card or your use of the Card;
- (f) for the interception by or disclosure to any person (whether unlawful or otherwise) of any data or information relating to you, any Card Transaction or your Card Account transmitted through or stored in any electronic system or medium, howsoever caused; and/or
- (g) for any delay, inability or failure by us to perform any of our obligations under or pursuant to this Agreement caused or contributed in any way by any one or more of the events or occurrences set out in this Clause.

## **8.2 PROBLEMS WITH GOODS AND SERVICES**

We shall not be liable or responsible for the quantity, quality, merchantability, fitness for purpose or any other aspect of the goods and services supplied by a merchant to you or in respect of any contract or transaction entered into by such merchant with you connected with the use of the Card. Accordingly, we are not liable in any way should you encounter any problems with the goods and services that you obtain through the use of your Card. In spite of any non-delivery or non-performance or defects in any such goods and services, you shall pay us the full amount shown in the Billing Statement. If you have any complaint against or dispute with a merchant, you shall resolve such complaint or dispute with such merchant directly; we shall not be a party to such complaint or dispute.

## **8.3 DISCLOSURE OF INFORMATION**

In the event that we and any of our officers, employees, agents, contractors or service providers provide any wrong, untrue, inaccurate or erroneous information to any person pursuant to Clause 14 or otherwise, we and any of our officers, employees, agents, contractors or service providers shall not be liable in any way for such misinformation, whether in defamation or any other cause of action, or for any direct or consequential loss or damage resulting therefrom.

## **9. INSTALMENT PAYMENT PLAN**

The term "iPP" means the Instalment Payment Plan, a scheme under which a qualifying Cardmember can pay for his/her purchase of goods and/or services from merchants approved by us in monthly instalment payments:

If the Cardmember has applied to participate in iPP, Cardmember authorises/agrees/undertakes with us as follows:

- (a) iPP is made available to any Cardmember whose Card Account is regular (not in default) and whose Card Account has available credit limit (excluding any temporary credit line increase) and available instalment balance at the time of application.
- (b) Application for iPP shall be made via Phone or such other method as may be prescribed by us from time to time. The terms and conditions governing CIMB i.Pay Plan apply.
- (c) The Bank has the discretion to determine the size of each instalment payment as long as the total instalment payments do not exceed the purchase price.
- (d) Upon our approval of the Cardmember's application for the iPP, the credit limit of the relevant Cardmember will be reduced by the aggregate amount of the outstanding iPP Monthly Instalments due. As each iPP Monthly Instalment is repaid by the Cardmember, the amount equivalent to the iPP Monthly Instalment so repaid shall be restored to the Cardmember's credit limit.
- (e) The iPP Monthly Instalment shall be billed to the Cardmember on the next statement date following our approval of the application and every month thereafter until full settlement of the iPP.
- (f) If any iPP Monthly Instalment and iPP Processing Fee (if any) debited to the Cardmember's Card Account is not received by us in full when due, the Cardmember must pay us the applicable finance charges, interest and fees on the outstanding amounts at our prevailing rate in accordance with Clause 5.2 above.
- (g) We may at our discretion and without notice to the Cardmember debit the whole balance of the purchase price then outstanding to the Cardmember's Card Account at any time, in which case such balance will be immediately due and payable by the Cardmember.
- (h) We may at our discretion impose an administrative fee at such rate as we may determine if the iPP is terminated (whether arising from the termination of Cardmember's Card Account or otherwise) or if the Cardmember makes a prepayment of any amount under the iPP.
- (i) The Cardmember may participate more than once in the iPP subject to the Cardmember's eligibility for the iPP upon the terms and conditions herein contained.
- (j) Each of the following events shall constitute an event of default; where upon the occurrence of such event, all outstanding iPP Processing Fee and/or iPP Monthly Instalments and all monies due thereunder shall immediately become due and payable by the Cardmember and without prejudice to our right to demand payment of all or any part of the outstanding iPP Processing Fee and/or iPP Monthly Instalments and the monies due thereunder, we shall be entitled to exercise our remedies:
  - (i) if the Cardmember defaults in any of his/her obligations stated therein or in connection with the Card and/or Card Account;

- (ii) if default is made in the payment of the iPP Processing Fee and/or iPP Monthly Instalment or any sum due thereunder or under the Card Account;
  - (iii) if the iPP shall be terminated; iv. if terms and conditions herein or any part hereof shall at any time for any reason cease to be in full force and effect or valid or shall be declared void, repudiated or frustrated;
  - (iv) if it becomes impossible or unlawful for us to make available or continue to make available for the iPP facility to the Cardmember;
  - (v) if there shall occur any circumstances of any nature which in our opinion may cause us to be unable to make available or continue to make available the iPP facility to the Cardmember; and vii. the Card is cancelled or the Card Account is terminated.
- (k) If it becomes more expensive for us to maintain the iPP by reason of any change in law or regulations which give rise to new or additional taxes, higher reserve requirement or similar acts or a significant change in the monetary situation or economic environment, the Cardmember agrees to bear such additional costs for maintaining the iPP. For this purpose, we may at our absolute discretion either bill the Cardmember for the additional costs or correspondingly adjust the iPP Monthly Instalment before the selected iPP Tenure expires.
- (l) The iPP is valid only up to the iPP Tenure or such other date as we may extend. Nothing herein contained shall be construed as imposing an obligation on us to extend the iPP Tenure and we disclaim all liabilities in respect of any actions, claims, damages, costs, charges and expenses, which the Cardmember may suffer, sustain or incur by reason of his/her participation in the iPP.
- (m) We shall not be responsible for any inadequate, damaged or defective merchandise or services, and we shall not be concerned with any dispute between the Cardmember and the merchants. The Cardmember must at all times pay the iPP Monthly Instalments as prescribed by the term.
- (n) Regardless of whether an event of default has occurred, we shall be entitled at our absolute discretion at any time without having to assign any reason to the Cardmember to terminate the iPP facility made available to the Cardmember where upon all outstanding iPP Monthly Instalments together with the iPP Processing Fee (if any) shall immediately become due and payable upon our demand of the same by notice in writing to the Cardmember. All such outstanding iPP Monthly Instalments together with the iPP Processing Fee (if any) will be shown in the monthly statement and the Cardmember shall pay the same in accordance with the terms applicable to the Card and/or Card Account, in default of which, we shall be entitled to exercise our rights thereunder.

- (o) We shall not be liable for any direct or indirect consequence, loss, injury, claim or damage, suffered or incurred by the Cardmember should the merchant(s), for any reason whatsoever (including but not limited to, the closure of the merchant's business), be unable to provide, continue providing, or provide satisfactorily the relevant goods and/or services to the Cardmember. Should the aforesaid event occur, the Cardmember's iPP with us and all payment and contractual obligations and terms arising thereof shall remain unaffected and unchanged.
- (p) We reserve the right to vary the terms and conditions hereto contained at any time without prior notice to the Cardmember or any reason whatsoever. The iPP facility may be replaced in whole or in part by another programme at our absolute discretion.
- (q) Terms and conditions governing CIMB i.Pay Plan apply.

## **10. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES**

### **10.1 CONCLUSIVE EVIDENCE**

Our records (including electronic, computer and microfilm stored records) of all matters relating to the Card, the Card Account or any Card Transaction and/or of your details (subject to your updates according to our standard procedure), and any certificate from us stating your liability to us as at any specified date shall be conclusive as to their accuracy and authenticity and shall be binding on you for all purposes whatsoever.

### **10.2 SIGNATURE CONCLUSIVE**

Without prejudice to Clause 10.1, we shall be entitled to rely upon and to treat any document relating to any Card Transaction with the signature of any Cardmember as conclusive evidence that the Card Transaction as therein stated or recorded was authorised and properly made or effected by the relevant Cardmember.

### **10.3 BILLING STATEMENTS**

We will send a Billing Statement to the Principal Cardmember on a monthly or other periodic basis.

The Billing Statement shall be conclusive evidence of the state of the Card Account unless you notify us in writing of any error or inaccuracy in such Billing Statement within 14 days from the date when such Billing Statement shall have been received or deemed received by you.

Each Billing Statement shall constitute conclusive evidence as against all Cardmembers that every Card Transaction stated therein has been effected by the Cardmember and every charge stated and every amount debited therein has been validly and properly incurred or debited in the amount stated therein save for such error or inaccuracy which you have notified us in writing within the time prescribed herein.

Any Billing Statement given to or served on the Principal Cardmember shall be deemed to have been given to and received by each and every Supplementary Cardmember at the time when the Principal Cardmember shall have received or is deemed to have received the same. We shall not be required to send to any Supplementary Cardmember any Billing

Statement or any statement with respect to the Card Account of the Card issued to that Supplementary Cardmember.

We may reverse or debit the Card Account, and make corresponding adjustments to the Billing Statement, if: (a) we need to correct any error or omission;

(b) we are required to return funds to the payer;

(c) we have not received cleared and unconditional funds in full or in time;  
and

(d) where we have reasonable grounds to do so for any other reason.

#### **11. APPROPRIATION OF PAYMENTS**

Any and all payments made or sent by the Principal Cardmember or any Supplementary Cardmember may be applied and appropriated by us in such manner and order and to such Card Account(s) (whether relating to the Card issued to that Cardmember or otherwise) and or with respect to such Card Transaction(s) as we may select or determine notwithstanding any specific appropriation by that Cardmember.

#### **12. CREDIT BALANCE IN CARD ACCOUNT**

For any credit balance exceeding S\$50,000 maintained in the Card Account, we reserve the right to refund the excess balance without your approval at our sole and absolute discretion. We will effect the refund of the aforesaid excess balance by sending a cashier's order to your last registered address with us.

In respect of any credit balance in a terminated Card Account, we shall have the rights (i) to transfer all or any part of such credit balance on the Card Account by funds transfer to any of the Principal Cardmember's other account(s) with us, including banking account(s) or Card Account(s), and if such account has any outstanding balance, such funds will be applied to set-off such outstanding balance first; or (ii) pay such credit balance by way of cheque/cashier's order to the Principal Cardmember's last registered address with us.

#### **13. AMENDMENTS**

##### **13.1 AMENDMENTS TO THE AGREEMENT**

We may at any time at our absolute discretion and upon written notice to you, amend any one or more of the terms and conditions in this Agreement. Such amendment(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice. If you do not accept such amendment(s), you shall forthwith repay all monies owing under your Card Account, discontinue use of the Card and instruct us to terminate the Card. Where you continue to use the Card or if any monies remain outstanding under your Card Account after such notification, you shall be deemed to have agreed with and accepted such amendment(s).

### **13.2 RIGHT TO VARY CHARGES AND FEES**

We may at any time at our absolute discretion and upon written notice to you, vary the prevailing rate and/or amount of any charges or fees payable by you as set out at Clause 23 of this Agreement. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

### **13.3 NOTIFICATION OF CHANGES**

We may notify you of any changes to the terms and conditions in this Agreement by:-

- (a) publishing such changes in your Billing Statements;
- (b) displaying such changes at our branches or automated teller machines;
- (c) posting such changes on our website;
- (d) electronic mail or letter;
- (e) publishing such changes in any newspapers; or
- (f) such other means of communication as we may determine.

Any notice of any change to this Agreement given to or served on a Cardmember shall be deemed to have been given to and received by every joint Cardmember(s) (and as the case may be, the Guardian) at the time when the Cardmember shall have received or is deemed to have received the same.

## **14. USE AND DISCLOSURE OF INFORMATION**

### **14.1 USE OF INFORMATION AND PARTIES TO WHOM DISCLOSURE MAY BE MADE**

- (a) You consent for us and any of our officers, employees, agents, contractors or service providers to, whether before or after termination of the Card or Card Account, use and disclose any information relating to you (including particulars of your accounts, details of the amounts owing and other credit background information, whether obtained from any credit bureau from time to time or otherwise) or your Card Transaction or Card Account ("Information") to:-
  - (i) any third party as we and any of our officers, employees, agents, contractors or service providers may deem fit in absolute discretion, including but not limited to our head offices, related companies, branches, agents, correspondents, agencies or representative offices or such contractors or service providers who may from time to time be engaged to provide advice, administrative, computer, data processing, telecommunications, debt collection, credit reference, advertising, market research, payment, transfer or other services in connection with the management or operation of our business;
  - (ii) any person authorised by you to operate the Card Account or any security provider or guarantor;

- (iii) any merchant, member of card association, credit reference agency, rating agency, business partner, insurer or insurance broker, direct or indirect provider of credit protection, bank or financial institution;
  - (iv) any credit bureau and/or its compliance committee and for such credit bureau and/or its compliance committee to disclose the Information to third party or parties, including but not limited to its member banks or financial institutions;
  - (v) any government agency, statutory board or authority in Singapore or elsewhere; and
  - (vi) any other person to whom we and any of our officers, employees, agents, contractors or service providers consider appropriate to make such disclosure.
- (b) The purposes for which the Information may be used or disclosed shall be as we and any of our officers, employees, agents, contractors or service providers may deem fit, including:
- (i) any operation and/or the outsourcing of such operation relating to the provision of services and products by us and any of our officers, employees, agents, contractors or service providers (without limitation, the printing of credit cards, the printing and/or mailing of statements of accounts and other mailers, as well as the verification of your identity),
  - (ii) the recovery of any amounts owed to us,
  - (iii) the credit card approving process, the conduct of credit checks and verification of ongoing credit worthiness,
  - (iv) compliance with disclosure requirements under applicable law,
  - (v) any marketing or cross-marketing of services or products (whether by us, our affiliates, business partners or related companies), and
  - (vi) any collaboration with merchants in respect of Card loyalty benefits and promotion programs as well as for any operation and/or outsourcing of any operation relating to merchant acquiring business.

## **14.2 CREDIT BUREAU**

You agree that we and any of our officers, employees, agents, contractors or service providers (being iCIMB (MSC) Sdn Bhd and such other contractors and service providers as we may notify you from time to time) may from time to time obtain and exchange information about you from any third party (whether a credit bureau or otherwise and wherever situated), verify and use the information obtained and to further disclose such obtained information to any third party for the purpose of assessing your creditworthiness and such other purposes set out in Clause 14.1(b). You also agree that a credit bureau may use and further disclose to other third parties, information about you obtained from us and any of our officers, employees, agents, contractors or service



providers (being iCIMB (MSC) Sdn Bhd and such other contractors and service providers as we may notify you from time to time). Without prejudice to the generality of the foregoing, you authorise:

- (i) us and any of our officers, employees, agents, contractors or service providers (being iCIMB (MSC) Sdn Bhd and such other contractors and service providers as we may notify you from time to time) to carry out the credit card approving process, to perform credit checks with any party including any credit bureau from time to time, to obtain information relating to you (including particulars of your accounts, details of the amounts owing and other credit background information) from any source including any credit bureau and consent to such source (including any credit bureau) disclosing information about you to us and any of our officers, employees, agents, contractors or service providers (being iCIMB (MSC) Sdn Bhd and such other contractors and service providers as we may notify you from time to time),
- (ii) us and any of our officers, employees, agents, contractors or service providers (being iCIMB (MSC) Sdn Bhd and such other contractors and service providers as we may notify you from time to time) to use and disclose information about you (without limitation, to further disclose such information about you that we may obtain from a credit bureau) to any third party, including any credit bureau, its members or subscribers and/or compliance committees including its member banks or financial institutions, and
- (iii) any credit bureau to disclose information about you obtained from us and any of our officers, employees, agents, contractors or service providers (being iCIMB (MSC) Sdn Bhd and such other contractors and service providers as we may notify you from time to time) to its members or subscribers and/or compliance committees including its member banks or financial institutions.

#### **14.3 WRITTEN PERMISSION**

You agree that where your written permission is required by law or otherwise for any disclosure by us and any of our officers, employees, agents, contractors or service providers, the signing of the Card application form and/or the signing of the Card and/or the usage of the Card shall constitute and be deemed to be sufficient written permission for such disclosure.

Our authority, the authority of our officers, employees, agents, contractors or service providers as well as the authority of any credit bureau, to disclose such information pursuant to Clause 14 shall survive the termination to this Agreement.

#### **14.4 ADDITIONAL RIGHTS**

Our rights under this Clause shall be in addition and without prejudice to other rights of disclosures available pursuant to the Banking Act 1970 of Singapore (as may be amended or substituted from time to time) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.

## **15. SET OFF AND CONSOLIDATION**

### **15.1 EXTENT OF OUR RIGHTS**

We may at any time and without prior notice or demand combine or consolidate any and all account(s) maintained by you with us (whether matured or not) and regardless of where your accounts are located or whether your accounts are held in your sole name or jointly with others and/or set off or transfer any sum standing to the credit in any or all such account(s) in or towards the discharge or payment of any and all sums due to us from you under any Card Account or under this Agreement notwithstanding that:

- (a) the use of the Card or the Card Account has not been terminated; and/or
- (b) the balance then in our favour under the Card Account does not exceed the credit limit.

### **15.2 SET OFF AND CONSOLIDATION INVOLVING FOREIGN CURRENCIES**

Where any set off or consolidation undertaken by us involves the conversion of one currency to another, we shall make the necessary conversion at our prevailing currency exchange rate.

## **16. COMMUNICATIONS AND SERVICE OF DOCUMENTS**

### **16.1 COMMUNICATIONS AND SERVICE**

Any Card (whether issued pursuant to an application or issued as renewal or replacement of any Card) and all Billing Statements, notices (including notification of any PIN assigned to any Card or any Cardmember and of any amendments to this Agreement) or demands from us or any document relating to or by which any legal proceedings against any Cardmember is commenced by us may be sent to or served on any Cardmember by leaving it at or by posting it to or dispatching it by facsimile transmission, electronic mail or through the internet to the Specified Address of that Cardmember.

Any such Card, statement, notice, demand or document so left at or sent or despatched to any Cardmember shall be effective and deemed to have been received by that Cardmember:

- (a) when it was left at the Specified Address, if left thereat;
- (b) on the day immediately following the date of despatch, if posted; or
- (c) immediately on despatch if sent by facsimile transmission, electronic mail or through the internet, notwithstanding that it is not received by that Cardmember or returned undelivered.

### **16.2 COMMUNICATION INVOLVING SUPPLEMENTARY CARDMEMBERS**

Any notice of any amendment to this Agreement that we send to the Principal Cardmember shall be deemed to have been sent to and received by the Supplementary Cardmember and Guardian (as the case may be) at the same time when the Principal Cardmember shall have received or is deemed to have received the same.

### **16.3 COMMUNICATION VIA SMS AND ELECTRONIC MEANS**

We may send the Cardmember any marketing or promotional materials or any other communication (including but not limited to information, cards, postcards, mailers, letters, any other documents or items) (i) by short message services (SMS) to the last known handphone number of the Cardmember as reflected in our records, (ii) by electronic mail to the last known email address of the Cardmember as reflected in our records, (iii) by facsimile transmission to the last known facsimile number of the Cardmember as reflected in our records, (iv) by ordinary pre-paid or personal delivery to the last known address of the Cardmember as reflected in our records or (v) by any other electronic communication means or platform to the Cardmember's last known number or address for such electronic communication means or platform as reflected in our records.

The Cardmember agrees that we or any of our officers, employees, agents, contractors or service providers we may also send the Cardmember by SMS or by electronic mail or any other form of electronic means to the last known handphone number or electronic mail address as reflected in our records, the Card Account details including personal particulars, the outstanding balances, the payment due dates, reminders on any missed payments, alerts on any suspicious Card Account activities, payment amounts and history, iPP details (if applicable), or any other information as we and any of our officers, employees, agents, contractors or service providers may in sole and absolute discretion think fit to disclose through such means. The Cardmember acknowledges, agrees and consents that Cardmember information or Card Account information may be disclosed, whether inadvertently or otherwise and whether authorised or otherwise, to any third party, who may have, or gain access in any way whatsoever to such SMS, email, facsimile, postal transmission or other electronic communication sent by us and any of our officers, employees, agents, contractors or service providers to the Cardmember.

For your convenience, we have made SMS the mode of communication. Thus, for you to receive these alerts, it is important that you provide us with your updated contact information. In addition, for the security of your account, should there be a loss of your mobile phone, please update us accordingly so that we can temporarily suspend the Transaction Alert service.

### **17. CASHBACK**

Where applicable, Cardmember shall be entitled to a Cashback which will be credited to the Principal Cardmember's Card Account on a monthly basis. In this regard, certain Card Transactions will not be eligible for Cashbacks. Such ineligible Card Transactions include but are not limited to cash advances, gambling-related transactions, quasi cash transactions and purchases of merchandises or services from any other bank or financial institution. Upon termination of the Card for any reason whatsoever, Cashbacks which are not credited to the Card Account as of the date, will be automatically forfeited and shall not be transferable to any other Card Account of the Cardmember. We reserve the right to modify, change or terminate the terms and conditions applicable to

Cashbacks at any time. For the avoidance of doubt, the term Cashback may also be referred to as Cash Rebate.

## **18. PAYPASS/PAYWAVE**

Mastercard/Visa with "PayPass/payWave" Feature

- (a) Where any Mastercard/Visa that we issue incorporates the PayPass/ payWave feature ("PayPass/payWave Card"), the Cardmember acknowledges that such PayPass/payWave Card may be utilised to pay for goods and services for amounts not exceeding S\$200 per transaction, or such other amount which we may specify from time to time by tapping or waving the PayPass/payWave Card at a "PayPass/ payWave" contactless reader/terminal ("Contactless Transactions").
- (b) Contactless Transactions may be processed and the Cardmember's Mastercard/Visa Account debited with the Contactless Transaction amount without requiring the:
  - PayPass/payWave Card to be swiped at a magnetic strip reader;
  - PayPass/payWave Card's chip to be read by a chip terminal; or
  - Cardmember's signature to authorise the transaction.

By accepting the PayPass/payWave Card and using it in any 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 Cardmember undertakes to use the PayPass/payWave Card in accordance with and agrees to be bound by the terms and conditions herein contained.

- (c) Without prejudice to the foregoing, the Cardmember undertakes to be liable for all Contactless Transactions incurred using the PayPass/ payWave Card and posted to the Cardmember's Mastercard/Visa account regardless of whether or not the Contactless Transactions were properly authorised by the Cardmember. In this regard the Cardmember acknowledges the ease of which unauthorised Contactless Transactions may be carried out and accepts the risk of unauthorised Contactless Transactions.

## **19. MISCELLANEOUS**

### **19.1 INDEMNITY**

You shall indemnify and keep us fully indemnified against all claims, demands, action, proceedings, losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) incurred, suffered or sustained by us, directly or indirectly, by reason of or in connection with this Agreement, including but not limited to:-

- (a) breach of any provision of this Agreement on your part; and/or
- (b) the enforcement or protection of our rights and remedies against you under this Agreement, or in obtaining or seeking to obtain

payment of all or any part of the monies hereby agreed to be paid by you; and/ or

- (c) any change in any law, regulation or official directive which may have an effect on this Agreement.

#### **19.2 REFERENCES TO SINGAPORE DOLLARS**

All references to dollars and “\$” in this Agreement shall mean Singapore Dollars notwithstanding that the billing currency of the Card Account may be a currency other than Singapore Dollars, in which event the equivalent in such other currency shall apply at such rate or rates of exchange as we may determine. We may charge all sums payable to us under this Agreement to the relevant Card Account in the applicable billing currency. Charges incurred in any currency other than the billing currency and any payment received by us in any currency other than the billing currency shall be converted by us at such rate or rates of exchange as we may determine from time to time.

#### **19.3 INSTRUCTIONS FROM YOU**

Any request of or instruction to us shall be in writing and shall be signed by the Cardmember provided that we may but shall not be obliged to accept and act on any instruction or request by telex, facsimile transmission, SMS, electronic email, any other electronic communication means or platform, or through the telephone which our officer or employee attending to such instruction or request believes to have been given or made or authorised by the Cardmember. Notwithstanding that such instruction or request may not have been given or made or authorised by the relevant Cardmember and notwithstanding any fraud that may exist in relation thereto, we shall not be liable for any loss or damage suffered as a consequence of our acting on or acceding to any such instruction or request. Each Cardmember shall provide us with written notice of any change in that Cardmember’s particulars to CIMB Bank Berhad, 30 Raffles Place, #04-01, Singapore 048622.

#### **19.4 OUR ACCEPTANCE OF INSTRUCTIONS FOR PERIODIC PAYMENTS**

Neither our acceptance or approval of any instruction or arrangement for any monthly or periodic payment of any charge of any person by monthly or periodic deduction effected on any Card Account or in respect of any monthly or periodic Card Transaction nor our execution of any such deduction in respect of any month or period shall impose upon us, any obligation to effect such deduction in respect of each and every month or period and we shall not be liable for any loss or damage suffered or incurred as a consequence of any failure by us to effect any deduction or Card Transaction in respect of any one or more month(s) or period(s).

#### **19.5 DELAY OR FAILURE TO EXERCISE RIGHTS**

No forbearance or failure or delay by us in exercising any right, power or remedy is to be deemed a waiver or partial waiver thereof on our part; and no waiver by us of any breach of this Agreement on your part is to be considered a waiver of any subsequent breach of the same or any

provision of this Agreement. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

#### **19.6 ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES**

We may provide at our sole discretion, any programme, scheme or plan from time to time with respect to the use or the promotion of the use of Cards (the "Programme"). Such additional services where provided, do not form part of our legal relationship with you. Those additional services, benefits or programmes may be subject to their own terms and conditions. If you intend to derive any privilege or benefit conferred or offered under, you shall before ordering or making any purchase from any merchant involved or participating in the Programme, inform that merchant of your intention and present the Card to that merchant. We may at any time and from time to time without prior notice and without assigning any reason:

- (a) amend, modify, vary or withdraw the terms and conditions of any Programme and/or any privilege or benefit offered or conferred under any Programme;
- (b) suspend or terminate any Programme;
- (c) restrict or exclude any merchant from participation or continuing to participate in any Programme.

Any privilege or benefit to be obtained from or conferred by any merchant under any Programme may be unavailable, suspended or withdrawn by that merchant at any time for any reason and whether temporarily or otherwise. We shall not be liable for any refusal of any merchant to extend or confer any privilege or benefit under any Programme for any reason whatsoever.

#### **19.7 ARRANGEMENTS WITH FINANCIAL INSTITUTIONS**

Upon any arrangement made between any Cardmember and any financial institution, any payment may be made to us for the credit of any Card Account, whether at regular intervals or otherwise. If that Card Account is terminated and another Card Account is established in replacement thereof, the arrangement shall subsist and continue in relation to the Card Account that has replaced the original Card Account as from the date when the first Billing Statement with respect to the replaced Card Account is sent to the Principal Cardmember or any Supplementary Cardmember.

#### **19.8 GOVERNING LAW**

This Agreement is subject to Singapore law and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 or otherwise to enforce any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any third party is not required to vary, release or compromise any liability or terminate any of the terms of this Agreement.

## **19.9 OTHER VERSIONS OF THIS AGREEMENT / THE CARD APPLICATION FORM**

In the event of any inconsistency between different versions of this Agreement, the English version shall prevail. This Agreement will also prevail if there is any inconsistency with the terms of the Card application form.

## **19.10 MALWARE, PHISHING AND OTHER RISKS**

You acknowledge and agree that any use of Digital Payment Systems, Tokenised Cards, Security Procedures, Enabled Devices or the use of your Cards for transactions carried out over the Internet or other communications networks may be subject to security risks which may include but not be limited to:

- (a) monitoring and recording of your personal data, transactions, usage patterns and Security Procedure responses;
- (b) use of your personal data, transactions, usage patterns and Security Procedure responses to perform unauthorised transactions or to commit or facilitate crime;
- (c) installation of malware, viruses, monitoring or malicious code on your computer systems and/or other devices which may then collect and communicate to third parties information or other data about you;
- (d) malfunctioning Enabled Devices, Digital Payment Systems, network connections or hardware failure;
- (e) “phishing” or other websites or emails which mimic the appearance of our websites or official communications, but do not in fact originate from us, and which may be used to collect information about you or deceive you into entering into transactions or providing information or compromising Security Procedures; and
- (f) “man-in-the-middle” or other interception of your communications with us or our service providers.

Use of Digital Payment Systems, Tokenised Cards, Security Procedures, Enabled Devices or the use of your Cards for transactions carried out over the Internet or other communications networks is entirely at your own risk. You shall be solely liable for any Card Transactions and any loss, damage or claim arising in connection with any such use, and whether for any initial or subsequent transactions made on your Card.

You must adopt appropriate security measures to avoid such risks, which must include the following as a minimum:

- (a) you must not give or disclose your security details to any third party persons or websites or disclose or compromise any Security Procedure and you must inform us immediately upon being aware of any suspected fraud or compromise relating to any Card, Enabled Device(s) or Security Procedure;

- (b) you must equip any personal computer or other devices used to effect any Card Transactions including Enabled Device(s) and/or mobile devices ("Devices") with the latest anti-virus, anti-malware and firewall software, and ensure that the installed software is regularly updated and run with latest anti-virus signatures;
- (c) you must not jailbreak, root or modify your Device(s), or install illegitimate mobile applications as this may render such Device(s) more prone to viruses and malware;
- (d) you must not allow any third party to use, operate or control any Device(s) or your Cards/Card Accounts;
- (e) you must monitor your record of transactions regularly, and report discrepancies to us immediately upon discovery, and in any event, not later than 7 days after any statement of account has been provided to you. You must also inform us immediately when there is a change in contact details such as mobile number and email address, for the purpose of receiving SMS alerts or email notifications for transactions performed; and
- (f) you must comply with all safe security practices prescribed by us via our website, and/or any policy or security advisory bulletin we may issue or publish from time to time, including but not limited to those set out at our website, or such other URLs as we may designate from time to time.

#### **19.11 FURTHER INFORMATION**

You agree to provide us with such information and documents as we may from time to time require in connection with the use of any Card, any Card Account, any Card Transaction and/or this Agreement (including without limitation any information or document required for our compliance with applicable anti-money laundering laws or regulations).

#### **19.12 STATEMENT OF INTEGRITY**

- (a) You acknowledge that the Bank is required to comply with the Bank's Anti-Bribery and Corruption Policy Statement which can be obtained at: <https://www.cimb.com/en/sustainability/governance-and-risk.html>
- (b) In the event that you have any suspicions or concerns regarding any attempt by the Bank or any of its affiliates to solicit any bribe or advantage (whether financial or otherwise) from any person, or conduct which conflicts with the Bank's Anti-Bribery and Corruption Policy Statement, you may report those concerns by following the procedure set out in the Bank's Whistle Blowing Policy which can be obtained at: <https://www.cimb.com/en/who-we-are/overview/corporate-governance/code-of-conduct/whistle-blowing.html>

You warrant and undertake that you have and will comply with all applicable anti-bribery and anti-corruption laws. You acknowledge and



agree that a breach of this warranty and undertaking may be considered by us to be a material breach of this Agreement and we may, at our discretion, without prejudice to the generality of Clause 6, suspend or terminate the use of any Card, the use of your card on any Enabled Device, your access to or use of any Digital Payment Systems and/or your Card Account(s).

## **20. CHARGE OVER DEPOSITS**

*(Only applicable where we require the liabilities and obligations in connection with the Card(s) to be secured by Charge Over Deposits)*

Where we require, it is a condition to the issuance of the Card and the opening of the Card Account that valid Charge(s) (as defined herein) are obtained. The following provisions of this Clause 20 will be applicable to the Charge.

### **20.1 CHARGE AGREEMENT**

In consideration of our agreement to grant and/or continue to give credit or afford credit facilities or other financial accommodation to such an extent and for so long as we may think fit to the Cardmember, Chargor as legal and beneficial owner hereby charges by way of first fixed charge ("**Charge**") in our favour all its right, title and interest to the Deposits as continuing security for the payment and discharge on demand and/or satisfaction of the Secured Obligations to the extent that we shall be afforded a full, complete and unlimited indemnity in respect thereof notwithstanding any rule of law or equity to the contrary. The Charge shall not be discharged or released until the Card Account(s) is/are closed and all the Secured Obligations are validly and legally discharged.

### **20.2 UNDERTAKINGS**

Chargor hereby undertakes and agrees with us as follows:

- (a) that so long as any part of the Secured Obligations shall remain outstanding, Chargor is not entitled and shall not, except with our consent in writing, withdraw any sum from the Deposits whether of principal sum or interest thereof, or take any action whatsoever to recover the same, or transfer or assign or otherwise deal with or dispose of, or charge, or mortgage, or encumber, or grant or suffer to arise any third party rights in or over, the Deposits or any part thereof except in our favour;
- (b) Chargor shall immediately on our request execute and sign all such documents as we may require from time to time in connection with the security created by Clause 20.1, and without limiting the foregoing do or procure to be done all such other acts and things as may be necessary to perfect our rights, interest and title to or security in, or for disposing of (in the manner aforesaid), the Deposits;
- (c) in addition to any lien, right of set-off or other rights which we may have, we shall be entitled at any time and without notice to Chargor to combine and consolidate all or any of its accounts (including the Deposits or liability with any other accounts or liability of Chargor whether solely or jointly with any other person or persons) may

have with us in Singapore and anywhere in the world and to set-off or transfer any sum standing in one place or more of such accounts towards the satisfaction of the Secured Obligations notwithstanding that the credit balances on such accounts and liability on any other accounts may not be expressed in the same currency and we are hereby authorised to effect any necessary conversion at such rate as we determine in our sole and absolute discretion, such determination to be conclusive and binding on Chargor.

### **20.3 AUTHORITY**

Chargor hereby irrevocably authorises us, without prior notice to Chargor and without restriction:

- (a) to renew, withdraw or otherwise deal with the Deposits or any part thereof from time to time at our sole and absolute discretion without liability for any loss, cost or expense which Chargor may sustain as a result thereof. Chargor hereby confirm its instructions to us to renew from time to time the Deposits on maturity and undertake that, so long as any moneys or liabilities are outstanding or owing to us, Chargor shall not revoke or alter the instructions herein given without our consent and Chargor hereby confirms and agrees that on any renewal, the interest on the Deposits shall be at such rate we determine to be the rate prevailing on the relevant date.
- (b) to set-off and appropriate the Deposits, irrespective of the terms on which they are held (including Clause 20.4 below), notwithstanding that any fixed deposit has not matured or any of the special conditions applicable to the Deposits have not been satisfied, in or towards the satisfaction of the Secured Obligations. We may purchase with the Deposits such sum in such currencies as may be required to enable us to effect any such application, and at such rate of exchange as we determine to be prevailing at the relevant time, such determination to be conclusive and binding on Chargor.

### **20.4 MATURITY OF DEPOSITS**

Without prejudice to Clauses 20.1, 20.2 and 20.3 above, we shall hold the Deposits on the terms that (except with our prior written consent) the Deposits shall mature on the earlier of:

- (a) the date on which we ascertain to our satisfaction that (i) we have no liabilities to make available credit facilities or other accommodation under the Card Account(s) or otherwise; and (ii) the Secured Obligations have been satisfied and discharged; and
- (b) the date on which the amount of any actual liability comprising all or part of the Secured Obligations has been fully satisfied to our satisfaction (as determined in our sole and absolute discretion) provided always that if at any such date we have any liabilities under Clause 20.4(a)(i) or Chargor has any liabilities to us, only such portion of the Deposits equivalent to such amount as we shall not require to secure the said outstanding liabilities shall mature (and the balance thereof shall continue to be subject to all the provisions of Clause 20), to the intent that at such time as the Deposits (or such portion thereof) shall mature, Chargor

acknowledges that we may exercise in relation thereto any rights of consolidation, combination, set-off or other right to which we may be entitled under this Agreement, any other agreement, at law, in equity or otherwise and may (upon such liabilities becoming due) debit the whole or any part of such liabilities against the Deposits.

## **20.5 RELEASE OF DEPOSITS**

At any time after the Deposits or any part thereof shall have matured, subject to Clause 20.4 above and to the rights of any person entitled thereto in priority to Chargor, Chargor may at its cost and request require us to pay to Chargor such part of the Deposits that has matured but which has not been applied as aforesaid and release the same from any security purported to be created hereby and until such time, we shall be entitled to withhold payment of the Deposits, or any part thereof which has not matured, from Chargor.

## **20.6 INCONSISTENCY**

In the event of any inconsistency between the terms hereof and any other terms on which the Deposits or any part thereof are held by us including the existence of any fixed or scheduled maturity on the Deposits or any part thereof, the terms of this Agreement shall prevail and, without prejudice to the generality of the foregoing, we shall not be precluded or obliged to delay the exercise of our rights under this Agreement or otherwise until the expiry of any fixed period or scheduled maturity relating to the Deposits or any part thereof and we may unilaterally terminate such fixed period or scheduled maturity at any time and adjust interest payable by us (if any and subject to the terms hereof) accordingly. If at any time prior to our releasing the Deposits from the security hereby constituted any part of the Deposits would but for this Clause constitute a time deposit, it shall not mature except in accordance with the terms of Clause 20 and we shall be entitled to withhold the same as if it had been successively re-deposited with us subject to the terms of Clause 20 for such period and on such terms as we determine in our absolute discretion without the need for any concurrence by Chargor.

## **20.7 WAIVER OF DEFENCES**

- (a) We may, at all times, without in any way affecting the security hereby created:
- (i) increase, decrease, extend, renew or re-structure all or any of the loans, advances, credit or banking facilities or any other accommodation granted or given under the Card Account(s) or to Cardmember or otherwise from time to time (including any increase in Credit Limit) whether solely or jointly with any other person or persons (in partnership or otherwise) and whether beyond the said limit or otherwise or vary any terms and conditions thereof with or without notice to Chargor;
  - (ii) deal with, exchange, vary, release, realise, modify or abstain from perfecting or enforcing any collateral security or guarantee or rights which we may now or hereafter have from or against Chargor or any other person;

- (iii) grant to Chargor or any other person any time, indulgence, forbearance or concession or make any other arrangement, variation or release with Chargor, or any principal debtor or any person or any guarantor (irrespective of whether such persons are jointly liable with Chargor) in respect of the Secured Obligations or in any way affecting or concerning them or any of them or in respect of any other security for the Secured Obligations;
  - (iv) compound with, discharge, release or vary the liabilities or accept or vary any compromise, arrangement or settlement with Chargor or any other person;
  - (v) renew any credit facilities in any manner and compound with, accept composition from and make other arrangements with, Chargor or any person liable to us in respect of any bills, notes, instruments or other securities or guarantees held or to be held by us for the Secured Obligations or any part thereof.
- (b) Chargor hereby declares that the Charge shall not be discharged or affected and shall continue in full force and effect notwithstanding:
- (i) any legal limitation on, or insufficiency in the borrowing powers of or disability or incapacity of, or other fact or circumstance relating to, Cardmember, Chargor or any other person;
  - (ii) any irregularity, unenforceability illegality or invalidity of any obligation of Cardmember, Chargor or any other person under, or any defect or informality of, any collateral security or document to the intent that this security shall remain in full force and effect and Clause 20 shall be construed accordingly as if there were no such irregularity, unenforceability, illegality, invalidity, defect or informality;
  - (iii) our failure to take any security agreed to be taken by us;
  - (iv) any amalgamation, reconstruction, consolidation or otherwise which may be made in the constitution of the company by which our business may for the time being be carried on or sale of all or any part of our undertaking and assets to another company (whether the company or companies with which we amalgamate with or the company to which we transfer all or any of our assets either on a reconstruction or sale as aforesaid shall or shall not differ in their or its objects, character and construction from us), it being your intent that the Charge shall remain valid and effectual for all purposes and the benefit of the Charge and all rights conferred upon us hereby may be assigned to and enforced by any such company or companies, person or persons and proceeded on in the same manner to all intents and purposes as if such company or companies, person or persons had been named herein instead;

- (v) (where Chargor is an unincorporated body, committee or trustee) the retirement, death, change, accession or addition to Chargor but shall enure and be available for all intents and purposes as if the person or persons constituting such body committee or trustee had been the person or persons whose obligations were originally secured;
  - (vi) (where Chargor is a partnership firm) any change in the constitution of Chargor whether by retirement, expulsion, death or bankruptcy of any member thereof or admission of any partner or partners or otherwise or any change in the style or  
name of the firm but shall enure and be available for all intents and purposes as if the resulting firm or concern had been the one whose obligations were originally secured;
  - (vii) any winding-up (whether voluntary or compulsory) or any defect, informality or insufficiency of Chargor's borrowing powers;
  - (viii) the death, insanity, bankruptcy or any other disability of Chargor.
- (c) We are at liberty without affecting our rights hereunder at any time and from time to time at our absolute discretion to vary or agree to vary the terms hereof or of the Secured Obligations or any of them or make any other arrangements with any one or more of the Chargors, and no such variation or arrangement shall prejudice or in any way affect our rights against and the terms hereof in respect of the other Chargors.
  - (d) The terms hereof shall not be avoided or invalidated by reason of the Charge or any other agreement given in respect of the Secured Obligations being invalid or unenforceable In respect of any one of the Chargors.

## **20.8 CONTINUING SECURITY**

Chargor hereby declares and agrees that:

- (a) the security hereby created shall be a continuing security and shall continue to be valid and binding for all purposes notwithstanding any intermediate payment of the whole or part of the Secured Obligations or settlement of any account or fluctuation in the amount for the time being owing by to us and notwithstanding the closing of any account with us which is subsequently reopened or the subsequent opening of any account by Cardmember and/or Chargor (either alone or jointly and/or severally with others) or any other matter or thing whatsoever and shall extend to cover all or any sum(s) of money which shall for the time being constitute the balance due under the Card Account(s) or otherwise;
- (b) Chargor's obligations under Clause 20 are cumulative and are in addition to and without prejudice to any collateral or other securities, indemnity or guarantee which we may now or hereafter hold nor shall such collateral or other securities, indemnity or guarantee or

any other rights, powers and remedies given to us by virtue any statute or rule of law or equity or any lien to which we may be otherwise entitled (including any security, indemnity, guarantee, charge or lien prior to the date of the Charge or the Deposits) or the liability of any person not party thereto for all or any part of the Secured Obligations be in any way prejudiced or affected by the Charge. We may apply all moneys received from Chargor or any person liable to pay the same to any account or item of account or any transaction to which the same may be applicable;

- (c) we may in our absolute discretion credit all moneys received, covered or realised by us under the Charge (including the proceeds of any conversion of currencies) to any suspense or impersonal account and hold such moneys in such account for so long as we shall think fit (with interest accruing thereon at such rate, if any, as we may deem fit) pending their application from time to time (as we shall be entitled to do in our absolute discretion) in or towards the discharge of any of the Secured Obligations;
- (d) for the purpose of discharging the Secured Obligations, we may convert any moneys from their existing currency into such other currency/currencies as we may think fit at such rate as we determine in our sole and absolute discretion such determination to be conclusive and binding on Chargor. If any sum due from the Chargor under a Charge or otherwise has to be converted from one currency into another for any reason whatsoever, the Chargor shall indemnify us on a full indemnity basis from any cost, loss or liability incurred by us as a result of such conversion;
- (e) where the banking accommodation, facilities and/or services provided constitute or include any guarantee given or other contingent liability undertaken or arranged by us for Chargor, we shall be entitled to make payment to the beneficiary of such guarantee or other contingent liability on demand and to have immediate recourse to the Deposits for all amounts so paid without being responsible in any way to ascertain or confirm that the amount demanded is in fact a debt or obligation of Chargor legally due and payable to such beneficiary, and notwithstanding any notification from Chargor or otherwise that liability for such debt or obligation is disputed or that legal or other proceedings may have been commenced in relation thereto;
- (f) our rights hereunder are cumulative and may be exercised as often as we deem appropriate and are in addition to our rights under the general law or under any other agreement or document;
- (g) all moneys received from or on account of Chargor or from any other person or from the realisation of any security or otherwise for the purpose of being applied in reduction of the Secured Obligations shall be treated for all purposes as payments in gross and not as appropriated or attributable to any specific part or item of the Secured Obligations even if appropriated thereto by the person otherwise entitled so to appropriate. All guarantees, indemnities or other securities now or at any time held by us for or

in respect of account(s) of Chargor shall be treated as securities for the said general balance thereof;

- (h) we shall not be bound to exhaust our recourse to, or our remedies under, any collateral security or other guarantee we may hold prior to enforcing the security under Clause 20; and
- (i) all costs charges and expenses incurred in the exercise of our rights or in connection with the execution of or otherwise in relation to the Charge or in connection with the perfection or enforcement of the security hereby constituted or any other security held by us for the Secured Obligations or any guarantee to us in respect thereof, shall be reimbursed to us on demand on a full indemnity basis together with interest from the date of the same being incurred to the date of payment at such rate or rates as we may determine and pending such reimbursement shall be added to the Secured Obligations.

#### **20.9 NEW ACCOUNT**

If the Charge shall for any cause whatsoever cease to be binding as a continuing security or we shall at any time receive notice of any mortgage, assignment, charge or other interest affecting the whole or any part of the Deposits, we may without prejudice to our rights under the Charge open a fresh account or accounts and continue any existing account(s) in the name of Chargor and may appropriate to any such fresh account(s) in the name of Chargor any moneys hereafter paid in, transferred to, received or realised for the credit of Chargor without being under any obligation to apply the said moneys or any part of them in discharge of the Secured Obligations or Chargor's liabilities to us, and if we shall fail to open such fresh account(s), it shall be deemed that we have done so with the effect that the said moneys (in the absence of express appropriation by notice in writing to Chargor) shall not operate to reduce the Secured Obligation or Chargor's liabilities to us and shall be treated as having been credited to such new account(s) in the name of Chargor and shall not affect our rights under the Charge at the time the Charge so ceases to be a continuing security or from the date of receipt of such notice.

#### **20.10 REPRESENTATIONS AND WARRANTIES**

- (a) Chargor hereby confirms represents and warrants that:
  - (i) Chargor is and will remain the sole lawful and beneficial owner of the Deposits which are and will remain free from any mortgage, lien, charge or other security interest save the Charge created in our favour;
  - (ii) Chargor has full power, capacity and authority to create security over the Deposits in our favour under the terms of Clause 20 and that all necessary action has been taken, and all necessary consents have been obtained which are required to authorise Chargor to charge the Deposits and to enter into, execute, deliver and perform the transactions contemplated in Clause 20;

- (iii) the provisions hereto constitute valid, legal and binding obligations on the part of Chargor;
  - (iv) save for registration and/or other formalities required to perfect and protect our interest in, and priority to, the security created by the Charge (which Chargor shall affect and evidence of which shall be given to us) no filing, registration, recording and notarisation of the Charge is necessary or desirable to ensure the validity, enforceability or priority in any relevant jurisdiction of the obligations of Chargor and our rights under the Charge.
- (b) Chargor acknowledges that we have granted/will grant/will continue to grant the credit facilities under the Card Account(s) in reliance upon the representations and warranties contained in this Clause.

#### **20.11 RECOURSE**

- (a) If Chargor fails to pay or discharge any part of the Secured Obligations, when due or Chargor is in default under any of the terms of this Agreement, or Chargor is unable or admits to being unable to pay its debts as they become due, or Chargor is subject to any proceedings in or analogous to insolvency, bankruptcy or liquidation or if legal process is applied for levied or enforced against the Deposits or any of the other assets of Chargor, then the security hereby constituted shall become immediately enforceable (without any restrictions as to the giving of notice or otherwise) and we may at our absolute discretion without demand, notice, legal process or any other action at any time thereafter appropriate or apply the Deposits in or towards discharge of the Secured Obligations without being liable for any loss. Notwithstanding any provisions contained in this or any other document the Secured Obligations shall be deemed to have become due and payable within the meaning of Section 24 of the Conveyancing and Law of Property Act 1886 of Singapore immediately on the execution of the agreement to the Charge. The restriction on the right to consolidate securities contained in Section 21 of the Conveyancing and Law of Property Act 1886 of Singapore or any other relevant Act, Ordinance or Regulation in Singapore or the appropriate jurisdiction of the Deposits (or any part thereof) shall not apply to the Charge.
- (b) If the Charge is provided by two or more persons it shall be binding on the Chargors jointly and severally.
- (c) So long as any Secured Obligations or Chargors' liabilities remain outstanding, a Chargor shall not exercise any right of subrogation or contribution or any other right or remedy which the Chargor may have in respect thereof and without our prior written consent prove in the liquidation or bankruptcy of the Cardmember or any one of the Chargors in competition with us but to the extent that any of the Chargors does so prove then such Chargor shall account to us for the proceeds of any such proof immediately upon receipt.



## **20.12 ASSIGNMENT**

We may assign or otherwise dispose our rights and interests under any Charge without the consent of, or notice to, the Chargor(s) and pursuant thereto we are hereby irrevocably authorised to disclose to any party such information about the Chargor(s)(including particulars of the Deposits) as we shall consider appropriate. A Chargor may not assign or transfer any of its rights, benefits or obligations under a Charge without our prior consent in writing.

## **20.13 CONCLUSIVE EVIDENCE, AMENDMENTS, USE AND DISCLOSURE OF INFORMATION, COMMUNICATIONS AND SERVICE OF DOCUMENTS, PERSONAL DATA PROTECTION ACT (PDPA) 2012**

The provisions of Clauses 8.3, 10, 13.3, 14, 16 and 24 of this Agreement shall apply to Chargor (who is a third party), where appropriate and with such modifications as necessary. In addition, we may at any time at our absolute discretion and upon written notice to Chargor, amend any one or more of the terms and conditions of this Agreement. Such amendment(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

## **20.14 INTERPRETATION**

Terms defined in Clause 1 shall have the same meaning when used in connection with the Charge.

## **20.15 GOVERNING LAW**

The Charge is subject to Singapore law and Chargor (who is a third party) hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore.

## **21. OTHER VERSIONS OF THIS AGREEMENT/THE CARD APPLICATION FORM**

In the event of any inconsistency between different versions of this Agreement, the English version shall prevail. This Agreement will also prevail if there is any inconsistency with the terms of the Card application form.

## **22. CARDMEMBER BELOW 21 YEARS OLD – GUARANTEE BY GUARDIAN**

Unless waived by the Bank, it is a condition to the issuance of the Card and the opening of the Card Account that a valid guarantee has been obtained from the Guardian in the case where a Cardmember is below 21 years old on the date that the Bank notifies the Cardmember that his/her Card application has been approved. The following provisions of this Clause 22 will be applicable to the guarantee.

### **22.1 GUARANTEE AND INDEMNITY BY GUARDIAN**

(a) In consideration of our agreeing to issue the Card to the Cardmember as well as to open the Card Account, the Guardian unconditionally and irrevocably:

- (i) guarantees the due and punctual payment by the Cardmember of all outstanding balances accruing to the Card Account and all other payment obligations in connection with this Agreement;
  - (ii) guarantees the performance by the Cardmember of all other liabilities or obligations arising from and/or in relation to the use of the Card and in connection with this Agreement;
  - (iii) undertakes that whenever the Cardmember does not pay any amount when due under or in connection with the Card Account or this Agreement, the Guardian shall immediately on our demand pay that amount as if the Guardian was the principal debtor;
  - (iv) undertakes to indemnify us immediately upon our demand against any cost, loss or liability that we suffer if any obligation guaranteed (or anything which would have been an obligation if not unenforceable, invalid or illegal) is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which we would otherwise have been entitled to recover.
- (b) The Guardian waives any right that it may have of first requiring us to proceed or enforce any other rights or security or claim payment from any person before claiming from the Guardian. In this regard, the Guardian agrees that we shall be entitled to make demands under this Clause from time to time irrespective of:
- (i) whether any steps or proceedings are being or have been taken against the Cardmember; or
  - (ii) whether any steps or proceedings are being or have been taken to enforce any other security, guarantee or indemnity.
- (c) The amount owing by the Guardian to us under this Clause at any time shall be a separate and independent debt from the amount owing to any other party. We shall have the right to protect and enforce our rights arising out of this Clause and it shall not be necessary for any other party to be joined as an additional party in any proceedings for this purpose.

## **22.2 PRINCIPAL DEBTOR**

- (a) As between the Guardian and us but without affecting the Cardmember's obligations, the Guardian shall be liable for the outstanding balance accruing under the Card Account as if he/she were the sole principal debtor and not merely a surety.
- (b) The Guardian's obligations under this Clause shall not be discharged, nor shall his/her liability be affected, by an act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of his/her obligations under this Clause including:

- (i) any time, indulgence, concession, waiver, forbearance or consent at any time given to the Cardmember or any other person;
- (ii) any amendment (however fundamental) or supplement to any other provision of this Agreement or any other agreement, security, guarantee, indemnity, right, remedy or lien;
- (iii) the making or absence of any demand on the Cardmember or any other person for payment as well as the enforcement or absence of enforcement of this Agreement or any other agreement, security, guarantee, indemnity, right, remedy or lien;
- (iv) the existence of, or the taking, variation, compromise, exchange, renewal or release of, or the refusal or neglect to perfect, execute, take up or enforce, any rights against, guarantee, indemnity, remedy, lien or security over assets of, the Cardmember, the Guardian or any other person;
- (v) the insolvency or bankruptcy of the Cardmember or any other person (or the commencement of any of the foregoing); or
- (vi) the illegality, invalidity or unenforceability of, or any defect in any provision of, this Agreement or any other agreement, security, guarantee, indemnity, right, remedy or lien or any of the obligations of the Cardmember or any other party thereunder;
- (vii) the release of the Cardmember or any other person under the terms of any composition or arrangement with any creditor of the Cardmember or any such person;
- (viii) any incapacity of the Cardmember, the Guardian or any other person; or
- (ix) any increase, decrease, extension, renewal or re-structure in any manner whatsoever of the credit limit applicable to the Card or of this Agreement.

### **22.3 OBLIGATIONS CONTINUING**

- (a) This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by the Cardmember in connection with the Card Account or in connection with this Agreement (even in respect of charges and liabilities incurred by the Cardmember after he/she has attained the age of 21) and/or by the Guardian under this Clause, regardless of any intermediate payment or discharge in whole or in part.
- (b) The obligations of the Guardian under this Agreement are and will remain in full force and effect by way of continuing security until we have irrevocably received or recovered all outstanding sums due and owing to us. Furthermore, the obligations of the Guardian are additional to, and not instead of, any other agreement, security,

guarantee, indemnity, right, remedy or lien at anytime existing in favour of any person, whether from the Cardmember or otherwise, and may be enforced without first having recourse to the Cardmember, any other person or any other agreement, security, guarantee or indemnity.

#### **22.4 EXERCISE OF GUARDIAN'S RIGHTS**

The Guardian undertakes that until all amounts which may be or become payable in connection with the use of the Card, the Card Account or in connection with this Agreement have been irrevocably paid in full:

- (a) any right of the Guardian (i) to be indemnified by the Cardmember or (ii) to claim any contribution from any other guarantor or provider of security for the Cardmember's obligations or (iii) to take the benefit of (in whole or in part and whether by way of subrogation or otherwise) our rights under this Agreement or (iv) to enforce any security or other guarantee or indemnity, shall be exercised and enforced by the Guardian only in such manner and on such terms as we may require; and
- (b) any amount received or recovered by the Guardian (i) as a result of any exercise of any such right or (ii) in the bankruptcy of the Cardmember shall be held in trust for us and immediately paid to us.

#### **22.5 REINSTATEMENT IN THE EVENT OF AVOIDANCE OF PAYMENTS**

The Guardian shall on demand indemnify us immediately against our funding or other cost, loss, expense or liability sustained or incurred by us if any payment by the Cardmember and/or the Guardian or any discharge given by us (whether in respect of the obligations of the Cardmember and/or the Guardian or any security for those obligations or otherwise) is avoided or reduced for any reason including as a result of insolvency, breach of fiduciary or statutory duties. In this regard, the liability of the Guardian shall continue as if the payment, discharge, avoidance or reduction had not occurred; and we shall be entitled to recover the value or amount of that security or payment from the Guardian, as if the payment, discharge, avoidance or reduction had not occurred.

#### **22.6 INDEMNITY**

As separate, independent and alternative stipulations, the Guardian unconditionally and irrevocably agrees:

- (a) that any part of the outstanding balance which, although expressed to be payable by the Cardmember to us under or in connection with the use of the Card or this Agreement, is for any reason (whether or not now existing and whether or not now known or becoming known to any party to this agreement) not recoverable from the Guardian on the basis of a guarantee shall nevertheless be recoverable from the Guardian as if he/she were the sole principal debtor and shall be paid by the Guardian to us on demand;
- (b) as a primary obligation to indemnify us against any loss suffered by us as a result of any sum expressed to be payable by the

Cardmember under or in connection with the use of this Card or this Agreement not being paid by the time, on the date and otherwise in the manner specified in this Agreement or any payment obligation of the Cardmember under this Agreement being or becoming void, voidable or unenforceable for any reason (whether or not now existing and whether or not now known or becoming known to any party to this Agreement), the amount of that loss being the amount expressed to be payable by the Cardmember in respect of the relevant sum; and

- (c) to indemnify and keep us fully indemnified against all claims, demands, action, proceedings, losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) incurred, suffered or sustained by us, directly or indirectly, by reason of or in connection with this Agreement, any indebtedness of the cardmember or any amounts due and/or owing from the cardmember to us or in our favour, or the guarantee, including but not limited to:
  - (i) breach of any provision of this Agreement or the guarantee; and/or
  - (ii) the enforcement or protection of our rights and remedies under this Agreement or the guarantee, or in obtaining or seeking to obtain payment of all or any part of the monies agreed to be paid under this Agreement or the guarantee; and/or
  - (iii) any change in any law, regulation or official directive which may have an effect on this Agreement or the guarantee.

#### **22.7 CONCLUSIVE EVIDENCE, AMENDMENTS, USE AND DISCLOSURE OF INFORMATION, COMMUNICATIONS AND SERVICE OF DOCUMENTS, PERSONAL DATA PROTECTION ACT (PDPA) 2012**

The provisions of Clauses 10, 13, 14, 16 and 24 of this Agreement shall apply to the Guardian, where appropriate and with such modifications as necessary. In addition, we may at any time at our absolute discretion and upon written notice to you, amend any one or more of the terms and conditions in this Agreement. Such amendment(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

#### **22.8 INTERPRETATION**

Terms defined in Clause 1 shall have the same meaning when used in connection with the guarantee by the Guardian.

#### **22.9 GOVERNING LAW**

The guarantee by the Guardian is subject to Singapore law and the Guardian hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore.

23. PRODUCT HIGHLIGHT SHEET

<p><b>PRODUCT NAME</b></p>	<p><b>CIMB CREDIT CARD/CASHLITE/ DEBT CONSOLIDATION PLAN</b></p>
<p><b>Interest-free period</b></p>	<p>23 days from statement date if bills are paid in full by the payment due date each month and there is no balance carried forward from the previous statement.</p>
<p><b>Interest on purchases (where applicable)</b></p>	<p><b><u>CIMB Visa Infinite/Signature and CIMB World Mastercard/CIMB CashLite/Debt Consolidation Plan</u></b></p> <p>2.317% per month (effective interest rate 27.8% p.a. subject to compounding if the charges are not repaid in full) on the transaction amount, chargeable on a daily basis from the date of posting until receipt of full payment (minimum charge of S\$2.50).</p> <p>If the minimum payment is not received in full by the payment due date of any Billing Statement, finance charges will be levied at the rate of 2.492% per month (effective interest rate of 29.9% p.a. subject to compounding) chargeable on a daily basis, on such amounts as are due and owing (subject to a minimum monthly charge of S\$2.50 or such other sum as may be determined by the Bank). The finance charges will revert back to the effective interest rate of 27.8% p.a. when minimum payment is received in full by the payment due date. Any adjustment or reinstatement of interest rate shall take effect from the date of such Billing Statement immediately following the payment due date of a relevant Billing Statement.</p>
<p><b>Interest on purchases (where applicable)</b></p>	<p><b><u>CIMB AWSM Card</u></b></p> <p>2.333% per month (effective interest rate 28% p.a. subject to compounding if the charges are not repaid in full) on the transaction amount, chargeable on a daily basis from the date of posting until receipt of full payment (minimum charge of S\$2.50).</p> <p>If the minimum payment is not received in full by the payment due date of any Billing Statement, finance charges will be levied at the rate of 2.492% per month (effective interest rate of 29.9% p.a. subject to compounding) chargeable on a daily basis, on such amounts as are due and owing (subject to a minimum monthly charge of S\$2.50 or such other sum as may be determined by the Bank). The finance charges will revert back to the effective interest rate of 28% p.a. when minimum payment is received in full by the payment due date. Any adjustment or reinstatement of interest rate shall take effect from the date of such Billing</p>

	Statement immediately following the payment due date of a relevant Billing Statement.
<b>Interest on cash advances</b>	2.333% per month (effective interest rate 28% p.a. subject to compounding on the amount withdrawn and the Cash Advance fee) chargeable on a daily basis from the date of withdrawal until receipt of full payment (minimum charge of S\$2.50).
<b>Minimum monthly payment</b>	<p><b><u>CIMB Credit Cards</u></b> 3% of the outstanding balance or S\$50 whichever is higher, except CIMB AWSM Card where the minimum monthly payment will be 3% of the outstanding balance or S\$15 whichever is higher, plus any outstanding overdue amount from previous statement.</p> <p><b><u>CIMB CashLite/Debt Consolidation Plan</u></b> Monthly instalment payable must be paid in full together with any outstanding overdue amount from the previous statement. The monthly instalments mentioned above does not apply to minimum payment provisions applicable to normal credit card transactions. If any monthly instalments becomes overdue, interest and late payment charges will be levied on such overdue instalment as well as other overdue amounts in your Card Account in accordance with the CIMB Credit Cards Cardmember's Agreement.</p>
<b>Late payment charges</b>	S\$100 for all Cards/CIMB CashLite/ Debt Consolidation Plan, except CIMB AWSM Card where late payment charge is S\$80, if (i) full payment of the outstanding balance (where the outstanding balance is S\$50 or less) is not received by the payment due date; or (ii) if the minimum payment (where the outstanding balance exceeds S\$50) specified in the statement is not received by the payment due date.
<b>Annual membership fee</b>	Free for life for all Principal and Supplementary cards.
<b>Cash advance fee</b>	8% of the amount withdrawn (minimum charge of S\$15).
<b>Early termination fee</b>	<p><b><u>CIMB CashLite/Debt Consolidation Plan</u></b> 3% of outstanding principal amount or S\$250, whichever is higher.</p>

<b>Fees for foreign currency and cross-border transactions</b>	A fee of 1% is levied by Mastercard or Visa for all transactions: i) made in foreign currencies and/or ii) made in Singapore dollars but processed outside Singapore.  An administrative fee of 2% is levied by CIMB Bank Berhad for transactions in foreign currencies.
<b>Dynamic currency conversion fee</b>	1%.
<b>Fees charged for accounts in excess of approved limit</b>	For each occasion that the credit limit is exceeded, S\$50 or 5% of the excess amount, whichever is higher.
<b>Replacement card</b>	S\$20 per card.
<b>Unsuccessful payment service charge</b>	S\$40 for any returned cheque and S\$10 for any rejected Interbank Giro payment.
<b>Monthly statement fee</b>	Nil.
<b>Request for retrieval of card statement</b>	S\$5 per monthly statement. For retrieval of statements that are more than 3 months old, a fee of S\$10 per copy applies.
<b>Request for sales draft</b>	S\$5 per copy.
<b>Payment hierarchy</b>	All payments that are received will be first applied to the outstanding balance that attracts the highest interest rate, and then to the next highest interest bearing balance, and so on.
<b>Lost/stolen card liability</b>	S\$100 (For details, refer to clause 9 of ABS Guide on 'What You Should Know About Credit Cards' at <a href="http://www.cimbbank.com.sg/abs">www.cimbbank.com.sg/abs</a> )
<p>There may be circumstance in which you have to pay other fees. Please refer to the CIMB Credit Cards Cardmember's Agreement for the full list of terms and conditions.</p> <p>For customers with a CIMB Debt Consolidation Plan, please refer to the Terms and Conditions Governing Debt Consolidation Facility and the Additional Terms and Conditions.</p>	

## 24. PERSONAL DATA PROTECTION ACT (PDPA) 2012

24.1 To process, administer and/or manage your relationship and/or account with the Bank, and to provide you with the services and products of the



Bank, the Bank will necessarily need to collect, use, disclose and/or process your personal data or personal information about you, including your transactions, your financial conditions, and your account/ facilities information.

**24.2** Your personal information will be collected, used, disclosed and/or processed by the Bank for one or more of the following purposes:

- (a) processing your enquiries and application for account opening, credit, services and products by the Bank, as well as services and products by other external providers provided through the Bank;
- (b) providing you with the services and products of the Bank, as well as services and products by other external providers provided through the Bank;
- (c) administering and/or managing your relationship and/or account(s) with the Bank;
- (d) carrying out your instructions or responding to any enquiries by you;
- (e) carrying out due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or risk management procedures (including but not limited to those designed to combat financial crime, “know-your customer”, anti-money laundering, counter-terrorist financing or anti-bribery), that may be required by law or that may have been put in place by the Bank;
- (f) dealing in any matters relating to the services and/or products which you are entitled to under this Agreement (including the printing of credit cards and the printing and mailing of correspondence, statements, invoices, confirmations, advices, information, reports or notices to you, which could involve disclosure of certain personal data about you to bring about delivery of the same as well as on the external cover of envelopes/mail packages);
- (g) the recovery of any and all amounts owed to the Bank;
- (h) the process of reviewing and approving credit and approving the account(s), and the conduct of initial and anticipatory credit checks and assessments, relevant checks, ongoing assessment and verification of ongoing credit worthiness and standing;
- (i) preventing, detecting and investigating fraud, misconduct, any unlawful action or omission, whether relating to your application or any other matter relating to your account(s), and whether or not there is any suspicion of the aforementioned;
- (j) managing the Bank's infrastructure and business operations, and complying with policies and procedures that may be required by law or that may have been put in place by the Bank, including those relating to auditing, finance and accounting, billing and collections IT systems, data and website hosting, training, testing, business continuity, and records, document and print management;

- (k) security and/or verification and in this regard, the Bank may put in place measures to achieve the aforesaid such as closed-circuit television (CCTV) systems on the Bank premises, which would/may capture your image and speech when you are on the Bank premises; audio recordings of your instructions or conversations over the telephone or during face to face communications with the Bank's staff;
- (l) if consented by you via your registration or participation in any contest, lucky draw, campaign, promotion, event, survey or questionnaire, to administer and provide you with such activities as well as conducting market research and/or analysis for statistical, profiling or other purposes for us to design out products, understand customer behavior, preferences and market trends, and to review, develop and improve the quality of our products and services. Some of these activities have additional terms and conditions, which could contain additional information about how we use and disclose your personal data, so we suggest that you read these carefully;
- (m) complying with applicable law in administering and managing your relationship with the Bank;
- (n) if consented by you in the application form(s), account opening document(s) and/or other methods of consent notification, provide for the dispatch of marketing information relating to banking, financial or investment services or products offered by the Bank and the Bank's affiliates, business partners and related companies;
- (o) in connection with any claims, actions or proceedings (including but not limited to drafting and reviewing documents, transaction documentation, obtaining legal advice, and facilitating dispute resolution), and/or protecting and enforcing our contractual and legal rights and obligations;
- (p) managing and preparing reports on incidents and accidents; and/or
- (q) any other purpose relating to the above.

(whether by the Bank, the Bank's affiliates, business partners or related companies) which the Bank thinks is of benefit or interest to you via your consented method(s) of communication.

(collectively, the "Purposes")

**24.3** In carrying out one or more of the above Purposes, the Bank may need to disclose your personal data to certain third parties, whether located within or outside Singapore, as such third parties would then be processing your personal data for one or more of the above Purposes. You hereby acknowledge and agree that your personal data will/may be disclosed by the Bank to the following third parties (whether located within or outside Singapore) for one or more of the above Purposes and for the said third parties to subsequently process your personal data for or more of the above Purposes:

- (a) the Bank's Group Companies (including CIMB Bank Berhad and all other related corporations and subsidiaries of CIMB Group Holdings Bhd) and between each of them;
- (b) to the Bank's (or the Bank's Group Companies') third party service providers or agents including but not limited to those who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business, mailing houses, telecommunication companies, marketing agents, call centres, data processing companies and information technology companies;
- (c) any valuer, credit reference agency, rating agency, business partner, insurer/reinsurer/takaful provider or insurance/re-insurer/takaful broker, direct or indirect provider of credit protection, card association, bank or financial institution, and, in the event of default, to debt collection agencies;
- (d) any fund management companies, private equity companies and managers, other financial companies (e.g. for structuring/provision of services), external asset managers, service providers  
(e.g. alternative investment service providers) and financial service providers;
- (e) any external services or products provider that is providing services or products through the Bank;
- (f) analytics, search engine providers or other third party service providers that assist us in delivering our products, services, websites and platforms as well as improving and optimising the same;
- (g) third party referrers;
- (h) any credit bureau and/or its compliance committee and for such credit bureau and/or its compliance committee to disclose the personal information to third party or parties, including but not limited to its member banks or financial institutions;
- (i) to the Bank's auditors and professional advisors including its solicitors;
- (j) any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of the Bank's branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of the Bank's branches are expected to comply with;
- (k) any person to whom disclosure is permitted or required by any statutory provision or law;
- (l) any business partner, investor, assignee or transferee (actual or prospective) to facilitate business asset transactions (which may extend to any merger, acquisition or an debt or asset sale) involving the Bank;
- (m) the Bank's successors in title; and/or

(n) to any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials.

**24.4** If you do not wish for the Bank to use your personal data or disclose your personal data for any of the above Purposes, you may withdraw your consent at any time by written notice to the Bank, pursuant to the Personal Data Protection Act 2012, however, depending on the circumstances and the nature/extent of your withdrawal, your withdrawal of consent may result in the Bank's inability to provide you with the services and products and hence may result in the termination of your relationship and/or account(s) with the Bank or other consequences of a legal nature which may arise by virtue of your legal relationship with the Bank.

**24.5** To the extent that the applicable law allows, you may request access to, and correction of, your personal information. You acknowledge that some personal information may be exempt from such access and correction rights in accordance with local personal data protection laws. You may wish to contact the Bank at [dpo@cimb.com](mailto:dpo@cimb.com) should you wish to request such access to, and/or correction of, your personal information. Kindly note that we will also be charging you a reasonable fee for the handling and processing of your requests to access and/or correct your personal data.

**24.6** For the avoidance of doubt, in the event that Singapore personal data protection law permits an organization such as the Bank to collect, use or disclose your personal data without your consent, such permission granted by the law shall continue to apply.

**24.7** You agree that where your written permission is required by law or otherwise for any such disclosure by the Bank, the signing of the application form(s), account opening document(s), personal data consent form and/or other methods of consent notification, as well as in any other manner permitted by law shall constitute and be deemed to be sufficient written permission for such disclosure.

**24.8** The Bank's rights under this Clause shall be in addition to and without prejudice to the Bank's other rights of disclosures available pursuant to the Banking Act 1970 of Singapore (as may be amended or revised from time to time) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.

## **25 ELECTRONIC SIGNATURE INSTRUCTION SERVICE**

**25.1** You acknowledge that we may in our discretion agree to make available the Electronic Signature Instruction service to you when you give instructions to us in person.

**25.2** Where we, at your request, make available the Electronic Signature Instruction service to you, you will give instructions to us in electronic form in a manner which complies with our internal processes and requirements (each such instruction an "Electronic Instruction").

**25.3** You acknowledge and agree that we shall be entitled to require you to sign such Electronic Instruction, and in connection you authorise and

consent to us to collect and link your signature with the relevant Electronic Instruction in electronic form, using an electronic signature pad or other electronic device capable of collecting, recording and/ or storing information and signatures in electronic form in a manner which complies with our internal processes and requirements. The Electronic Instruction, together with your signature so collected and linked, are collectively the "Electronic Signature Instruction".

- 25.4** You agree that such signature of yours collected, received and/or stored in such electronic form shall be deemed to be equivalent to your signature in hard copy for all purposes provided each such signature is collected electronically from you in person by our officer or representative and such officer or representative verifies (whether before or after such signature is taken) your identity in a manner which complies with our internal requirements.
- 25.5** You agree that electronic data or images of any form, document, instruction or communication, other electronic documents, instruction or communication and all records in electronic form (collectively, "Electronic Records") maintained by us or on our behalf where any signature(s) in electronic form has/have been affixed or appended (including, but not limited to, each Electronic Signature Instruction), which fulfil our internal processes and requirements, shall be deemed to be valid, accurate and authentic, and given the same effect as if such Electronic Records in electronic form were written and signed between you and us in hard copy.
- 25.6** You acknowledge and agree that such Electronic Records can be used as evidence in any court proceedings as proof of their contents. You further agree that you shall not dispute the validity, accuracy or authenticity of the contents of any such Electronic Records (including any Electronic Signature Instruction), including evidence in the form of activity or transaction logs, computer or electronic records, magnetic tapes, cartridges, computer printouts, copies, or any other form of computer or electronic data or information storage or system, and that such Electronic Records shall be final and conclusive of the information and your instruction and agreement of any matter set out in the associated Electronic Signature Instruction, save in the case of our manifest or clerical error. You further agree that the security procedure applied or to be applied to verify that the Electronic Signature Instruction is commercially reasonable and secure, pursuant to the Electronic Transactions Act 2010.
- 25.7** You acknowledge and agree that Electronic Records shall be stored for as long as the law and the standards and practices of the banking industry say we must. After this time, we may destroy them.
- 25.8** You shall not hold us liable for acting in good faith or omitting in good faith to act on your instructions given to us in accordance with our prescribed verification procedure prevailing at the time via the Electronic Signature Instruction service or in any Electronic Instruction forwarded to us.