

CIMB BANK BERHAD'S TERMS AND CONDITIONS GOVERNING CIMB PRIME SOLUTIONS (formerly Prime Banking)

1. DEFINITIONS

- 1.1. "Bank" means CIMB Bank Berhad.
- 1.2. "Prime" means CIMB Prime solutions.
- 1.3. "Bonus Points" means the bonus points that are awarded to the Customer in relation to pre-determined or selected transactions and activities determined by the Bank.
- 1.4. "Prime Services, Benefits and/or Privileges" means services, benefits privileges, preferential banking account interest rates, specially structured products offered by the Bank herein or which may be offered by the Bank at any time from time to time for the benefit of the Customer under Prime. The full and exhaustive list of Prime Services, Benefits and/or Privileges is available on <http://prime.cimbbank.com.my>
- 1.5. "Prime Terms and Conditions" means the terms and conditions set out below.
- 1.6. "Customer" means an eligible person who has been accepted by the Bank as a Prime Customer.
- 1.7. "CIMB Prime Call Centre" means the Bank's dedicated CIMB Prime call centre bearing the phone number **1 300 889 800** (or such other phone number that the Bank may assign by notification to the Customer) for the purpose of communication between the Customer and the Bank in relation to the services provided by the Bank herein.

2. ELIGIBILITY CRITERIA

- 2.1. Prime is by way of invitation by the Bank to the Customer, based on the minimum balance qualifying criteria set out under Clause 3.1 or by any other eligibility criteria to be determined at the discretion of the Bank at any time and from time to time provided always that the Bank will give adequate notice of fourteen (14) calendar days notice to the Customer in relation to any changes.
- 2.2. Prime eligibility criteria will be reviewed at any time and from time to time by the Bank and the acceptance and continuance as a Customer will be entirely at the discretion of the Bank provided always that the Bank will give adequate notice of fourteen (14) calendar days to the Customer in relation to any changes.

3. MINIMUM BALANCE

- 3.1. Unless otherwise decided by the Bank, the Customer shall maintain a 'Minimum Balance' defined as a minimum aggregated total Investment and/or Deposit of **RM50,000.00** at all times or such other amount as the Bank may determine from time to time deposited in any deposit account of the Bank and/or CIMB Islamic Bank Berhad and/or invested in any investment product(s) of the Bank and/or CIMB Islamic Bank Berhad under the Customer's sole or joint account where the Customer is the primary account holder.

4. TERMINATION OF PRIME SERVICES AND/OR PRIVILEGES

- 4.1. Failure to maintain the Minimum Balance specified in Clause 3.1 may lead to termination, restriction or suspension of usage of the Prime Services, Benefits and/or Privileges by the Customer at the Bank's sole discretion upon giving adequate notice of fourteen (14) calendar days to the Customer.
- 4.2. Termination of usage and/or enjoyment of Prime Services, Benefits and/or Privileges granted to the Customer may also be brought about by the following:
 - i. if the Customer breaches any of the terms and conditions herein;
 - ii. upon death or insanity of the Customer or if the Customer commits an act of bankruptcy;
 - iii. if there is any changes in law or regulation which makes it impossible or unlawful for the Bank to continue to make available the Prime Services, Benefits and/or Privileges;
 - iv. by the Customer giving one (1) month written notice to the Bank to terminate the membership Prime.

- 4.3. Notwithstanding the above or any other terms and conditions herein, the Bank reserves the right to terminate, cancel, amend, modify, revise, restrict or suspend the Customer's Prime Benefits, Services and/or Privileges upon giving adequate notice of fourteen (14) calendar days to the Customer. For the avoidance of doubt, any termination, cancellation, amendment, modification, revision, restriction or suspension of all or any of the Prime Benefits, Services and/or Privileges shall not entitle the Customer to any claim or compensation against the Bank for any losses or damages suffered or incurred by the Customer as a direct or indirect result of the act of termination, cancellation, amendment, modification, revision, restriction or suspension unless the same is due to the gross negligence or wilful default of the Bank.

Upon termination of the Prime Services, Benefits and/or Privileges, the Customer shall not be entitled to continue using the Prime Services, Benefits and/or Privileges failing which the Bank shall have the right to impose on the Customer such levies, charges or fees in respect of the Customer's continued usage of any of the Prime Services, Benefits and/or Privileges after the said termination.

- 4.4. The Bank shall not, under any circumstances, be held liable for any damages or losses suffered or incurred by the Customer or any third party, in respect of (i) the Customer's usage of any of the Prime Services, Benefits and/or Privileges and/or (ii) the Bank's action in terminating, cancelling, amending, modifying, revising, restricting or suspending the Prime Services, Benefits and/or Privileges unless the same is due to the gross negligence or wilful default of the Bank.

5. BONUS POINTS

- 5.1. Subject to the terms and conditions herein, the Customer shall be entitled to earn bonus points in relation to the Customer's purchase of pre-determined or selected transaction and activities ("participating goods, products and/or services") as determined by the Bank from time to time ("Bonus Points"). Such participating goods, products and/or services and Bonus Points to be earned may be viewed at <http://prime.cimbbank.com.my>.
- 5.2. The Bank may, upon giving adequate notice of fourteen (14) calendar days:-
- determine, vary, amend, suspend and/or withdraw the list of participating goods, products and/or services or any part(s) thereof;
 - determine, vary and/or amend the Bonus Points to be awarded in relation to any participating goods, products and/or services purchased by the Customer.
- 5.3. Bonus Points shall only be calculated and awarded to the Customer if the Customer is the primary joint account holder/main applicant of the participating products if the products are under joint names.
- 5.4. Bonus Points shall be calculated and rounded down to the nearest point. For example, for a transaction qualified to be awarded Bonus Points of between 1.0 to 1.9, one (1) Bonus Point shall be awarded.
- 5.5. The Bonus Points, computed in the Customer's favour, shall be awarded on a monthly basis to the Customer provided always that on the date of the awarding of the Bonus Points, the Customer has not breached any of the terms and conditions herein.
- 5.6. The Customer's entitlement to use or enjoy the Bonus Points awarded shall be subject to all the terms and conditions of the Member Rewards Catalogue which can be viewed at provided always that the Bonus Points are valid and that the same has not expired or been terminated by the Bank.
- 5.7. Unless otherwise specified by the Bank, Bonus Points awarded by the Bank shall not be transferable to any other party, redeemed or exchanged with the Bank for cash or for any other goods, products or services.
- 5.8. Details of the Bonus Points computed and awarded shall be displayed in the Customer's account via CIMB Clicks and printed in the Bank's monthly statement and/or monthly consolidated statement issued to the Customer.
- 5.9. The Bonus Points awarded under Prime shall be aggregated with the bonus points recorded in relation to the transactions effected under the Customer's CIMB Bank Debit MasterCard and the total aggregated bonus points can be viewed via CIMB Clicks or via the Bank's monthly statement/ Consolidated Statement. For avoidance of doubt, bonus points earned from transactions using credit

card issued by CIMB Bank is NOT aggregated with the bonus points awarded under Prime. The bonus points earned from credit card transactions can be viewed separately in the monthly credit card statement sent to Customer.

- 5.10. The Customer is required to review the transactions recorded in the monthly statement and/or the monthly consolidated statement sent by post to the Customer and/or made available online via CIMB Clicks and shall notify the Bank in writing within fourteen (14) days from the date of posting of the statement online and/or the date of issuance of the Bank's monthly statement and/or the Bank's monthly consolidated statement regarding any dispute relating to errors, discrepancy, incorrect computation, incorrect record or incorrect entry or any other disputes whatsoever relating to the Bonus Points computed and/or awarded by the Bank, failing which the entries contained in the Bank's monthly statement and/or the Bank's monthly consolidated statement shall be deemed as final, conclusive and binding on the Customer.

6. BONUS POINTS REDEMPTION

- 6.1. Bonus Points can only be redeemed by the Customer for the Bank's prescribed goods, products or services listed in the Member Rewards Catalogue after the Bonus Points have been awarded by the Bank.

7. PRIME SERVICES, BENEFITS AND/OR PRIVILEGES

- 7.1. The Bank may from time to time offer other Prime Services, Benefits and Privileges. The Customer's usage of the Prime Services, Benefits and/or Privileges offered under Prime shall be deemed as the Customer's agreement to Prime Terms and Conditions. In respect of Prime Terms and Conditions, the same would have been made available to the Customer and can be accessed online at the Bank's website at <http://prime.cimbbank.com.my>.
- 7.2. The Bank reserves the right upon giving adequate notice of fourteen (14) calendar days be at liberty to set, impose, add, vary, terminate, amend, modify, revise, restrict or suspend all or any of the Prime Services and Privileges made available or to be made available to the Customer.
- 7.3. The Bank reserves the right, upon adequate notice of fourteen (14) calendar days notice, to set further terms and conditions before the Customer is permitted to enjoy or appropriate the relevant Prime Services, Benefits and/or Privileges designated by the Bank from time to time.
- 7.4. The Customer is bound by the respective banking product, services, investments, privileges and programmes' prevailing terms and conditions in addition to the terms and conditions herein.

8. CONSOLIDATED STATEMENT

- 8.1. If the Customer has multiple accounts bearing the same mailing address, the said accounts will be consolidated into one statement ("the Consolidated Statement").
- 8.2. Only participating accounts where the customer is the sole or joint account where the Customer is the primary account holder will be consolidated into the Consolidated Statement.
- 8.3. The consolidated statement will be sent via post to the Customer's mailing address on a monthly basis. If the Customer does not wish to receive the Consolidated Statement, the Customer shall inform the Bank by calling CIMB Prime Call Centre at 1300 889 800 or writing in to CIMB Bank Berhad (13491-P) at Menara Bumiputera Commerce, 11 Jalan Raja Laut, 50350 Kuala Lumpur, Malaysia.

9. COMMUNICATION OF INSTRUCTIONS

- 9.1. The Customer expressly consents and irrevocably authorises the Bank to act on the instructions of the Customer given by telephone, post and/or facsimile, which the Bank in its sole and absolute discretion believes emanate from the Customer subject to the Customer:
- i. giving an indemnity to the Bank in such form and contents as shall be determined by the Bank; and
 - ii. upon strict compliance to the terms and conditions of the said indemnity.

- 9.2. To ensure that the Bank carries out instructions accurately, all telephone calls between the Bank and the Customer are recorded. The Bank may also monitor calls with the objective of improving its services.
- 9.3. The Customer shall not hold the Bank responsible for any loss or damage which the Customer may incur directly or indirectly arising out of or in connection with any service due to any reason not attributable to the Bank including but not limited to the breakdown or malfunction of the computer, its terminal connection lines, data processing system or transmission line or any other equipment whether or not belonging to the Bank, attempted or actual acts of terrorism, outbreak of epidemics, an act of God or any circumstances beyond the Bank's control.
- 9.4. Upon request by the Customer to release information relating to the Customer's account, exchange rates or interest rates via telephone, telex or facsimile, the Bank may at its sole discretion release such information. Such information/rates if given via telephone, shall not be binding on the Bank unless subsequently confirmed in writing by the Bank.
- 9.5. The Bank is authorised to rely and act on the instructions received by the Bank from the Customer via telephone, mobile phone (including SMS or MMS sent from the mobile phone advised by the Customer in the Bank's records), telex, facsimile or other means of telecommunication ("Telecommunication Instructions") and the Customer agrees that the Bank is authorised to treat any Telecommunication Instructions which the Bank in its sole discretion believes emanated from the Customer (after taking reasonable steps to verify the identity of the person giving, or the source of the Telecommunication Instructions) as fully authorised by the Customer and to rely and act on it accordingly, and the Bank shall not be liable to the Customer for any loss or damage arising in the event such Telecommunication Instructions in fact emanated from unauthorised individuals unless the same is due to the Bank's gross negligence or wilful default.
- 9.6. The Customer undertakes to keep the Bank and its directors, officers, employees, agents and correspondents ("the Bank's Representatives") indemnified against all claims, demands, actions, proceedings, damages, (whether direct or indirect), losses (including consequential losses), costs and expenses incurred by the Bank and/or the Bank's Representatives arising out of anything done or omitted to be done pursuant to any instruction given by the Customer unless the same is due to the Bank's gross negligence or willful default.
- 9.7. Notwithstanding anything herein, the Bank is not obligated to accept and act upon Telecommunication Instructions to:
 - change account mandate;
 - change authorised signatories;
 - grant Power of Attorney to another person/entity;
 - change payment instructions; or
 - close account(s) and transfer the remaining balance from the Customer's account.
- 9.8. At the Bank's discretion, the Bank may introduce further security measures to ensure, as far as possible that the Telecommunication Instructions are authorised by the Customer.
- 9.9. The joint account holders of any accounts with the Bank (who are not the Customer) are not authorised to perform any transactions/inquiries through Prime Call Centre phone banking. However, the Bank may allow the joint account holder to execute any transactions/inquiries with the prior written approval by the primary account holder.
- 9.10. The Customer shall take all reasonable precautions to prevent the unauthorised and fraudulent use of his PIN, password and/or other security mechanism, access codes, features or devices related to any of his accounts maintained with the Bank (hereafter referred to as 'Security Access Codes'). The Customer shall ensure that the Security Access Codes are not revealed or disclosed to any other persons.

10. **PRIVACY CLAUSE**

- 10.1 The Customer hereby confirms that the Customer has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at www.cimbbank.com.my or www.cimbislamic.com) and the clauses herein, as may relate to the processing of the Customer's personal information. For the avoidance of doubt, the Customer agrees that the said Privacy Notice shall be deemed to be incorporated by reference into the Terms and Conditions herein.

- 10.2 In the event the Customer provides personal and financial information relating to third parties, including information relating to the Customer's next-of-kin and dependents ("the third parties"), for the purpose of opening or operating the Customer's account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, the Customer hereby (a) confirms that the Customer has obtained the consent from the third parties or are otherwise entitled to provide the personal and financial information of the third parties to the Bank and for the Bank to use it in accordance with the Terms and Conditions herein; (b) agrees to ensure that the personal and financial information of the third parties are accurate; (c) agrees to update the Bank in writing in the event of any material change to the personal and financial information of the third parties; and (d) agrees to the Bank's right to terminate the Terms and Conditions herein and/or the CP services, benefits and/or privileges upon prior notification to the Customer should such consent be withdrawn by any of the third parties.
- 10.3 Where the Customer instructs the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or the Bank's agents to enter into any cross-border transaction on the Customer's behalf, the Customer agrees to the above said disclosures on behalf of the Customer and others involved in the said cross-border transaction.
- 10.4 The Bank may any time and from time to time now and/or in the future carry out the necessary reference checks including but not limited to credit reporting/reference checks with credit reporting/reference agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution to enable the Bank to ascertain the Customer's status as may be required to help making decisions for example when the Bank needs to (a) check details on applications for credit and credit-related or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of the Customer's portfolio(s); recover debts; and/or any purpose related to or in connection with the account/facility under the terms and conditions herein. The Customer will be linked by the credit reporting/reference agencies to any other names the Customer uses or have used and any joint and several applicants. The Bank may also share information about the Customer and how the Customer manages the Customer's account(s)/facility(ies) with relevant credit reporting/reference agencies.
- 10.5 The customer further agrees that the Bank shall not in any event be liable for any claim, loss, damage (financial and otherwise), injuries, embarrassments or liability howsoever arising whether in contract, tort, negligence, strict liability or any basis (including direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings) arising from any inaccuracy or loss, deletion or modification of data or for any other reasons whatsoever relating to any information forwarded by the Bank to such credit reference/reporting agencies and/or such other party, as the case may be, or in relation to any access or use, or the inability to access or use by such credit reference/reporting agencies and/or such other party or reliance on the information contained therein, whether caused by any technical, hardware or software failure of any kind, the interruption, error, omission, delay, viruses or otherwise howsoever.
- 10.6 Even after the Customer has provided the Bank with any information, the Customer will have the option to withdraw the consent given earlier. In such instances, the Bank will have the right to not provide or discontinue the provision of any product(s), service(s), account(s) and/or facility(ies) that is/are linked with such information.
- 10.7 For the purposes of this Clause, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 7 of the Companies Act 2016 and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the words "the Bank" and "the Bank's" are to be read as references to the CIMB Group.
- 10.8 This clause shall be without prejudice to any other clause in the terms and conditions of the Customer's relevant deposit account(s) of the Bank and/or CIMB Islamic and/or investment product(s) made with the Bank and/or CIMB Islamic which provides for the disclosure of information.

11 IMPORTANT NOTICE

- 11.1 The Bank reserves the right upon giving prior twenty one (21) calendar day notice to vary, add, delete or amend any of the Terms and Conditions herein from time to time. Notification to the Customer in respect of any such variation, addition, deletion or amendment ('the Amendment') shall be effected at the Bank's absolute discretion through any one of the following means of communication namely via: (i) its display at the Bank's premises and website regarding the Amendment where detailed provisions regarding the Amendment may be provided in the notice itself or may be provided to the Customer upon request; or (ii) by a notice being sent by the Bank to the Customer's last known address; or (iii) advertised in one newspaper of the Bank's choice; or (iv) via electronic mail or short message service or by any other means of notification which the Bank may select and the Amendment shall be deemed binding on the Customer as from the date of notification of the Amendment or from such other date as may be specified by the Bank in the notification.
- 11.2 The Customer acknowledges that the Prime Services, Benefits and/or Privileges is personal and non-transferable.
- 11.3 All statements of account sent by post to the Customer at the Customer's last known address stated in the Bank's records, shall be deemed to have been duly received by the Customer within three (3) days of posting.
- 11.4 The Customer shall promptly notify the Bank in writing within fourteen (14) days from the date of receipt by the Customer of the statements of account from the Bank, of any omission, incorrect entries, debits wrongly made, error, discrepancy or inaccuracy of any kind whatsoever in the statements of account failing which, the Customer shall be deemed to have accepted the entries contained therein made up to date of the last entry in the statements of account as correct, final, conclusive, and the same shall be binding on the Customer and the Customer shall be precluded from making any claims against the Bank by alleging that the statements of account issued by the Bank contain any omission, incorrect entries, debits wrongly made, error, discrepancy or inaccurate entry.
- 11.5 Time shall be of the essence herein but the Bank's failure in exercising or delay in exercising or enforcing its rights, powers, privileges or remedies against the Customer shall not operate as a waiver thereof nor shall any partial exercise of any rights, powers, privileges or remedies prejudice or affect the Bank's rights to subsequently act strictly in accordance therewith.
- 11.6 The illegality, invalidity or unenforceability of any of the Terms and Conditions herein shall not affect the legality, validity or enforceability of any other Terms and Conditions herein.
- 11.7 The Terms and Conditions herein shall from time to time be subjected to, governed by and construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia, the Association of Banks in Malaysia and other relevant bodies. The Customer submits to the exclusive jurisdiction of the Courts of Malaysia.
- 11.8 Notwithstanding anything herein, the Bank's rights and entitlement under the Terms and Conditions herein shall continue to remain in force and effect and shall survive any termination or suspension of the Prime Services, Benefits and/or Privileges by the Bank.
- 11.9 The Terms and Conditions herein shall continue to be valid and binding notwithstanding any transfer, merger, amalgamation or assignment of business, operations, assets or liabilities of the Bank or any change in the Bank or any company by which the business of the Bank may for the time being is carried on.
- 11.10 The Terms and Conditions herein stated shall be in addition to, and not in derogation of, any specific arrangement with regard to the usage of the Prime Services, Benefits and/or Privileges now or hereafter subsisting between the Bank and the Customer, or any terms and conditions as may be specified in any letter given by the Bank to the Customer from time to time.
- 11.11 The Terms and Conditions herein shall be binding upon the heirs, personal representatives and successors-in-title of the Bank and the Customer respectively and the rights and obligations of the Customer herein cannot be assigned for any reasons whatsoever.
- 11.12 The terms and conditions herein shall supersede all previous terms and conditions, rules and regulations, agreements or arrangements, if any, made between the Bank and the Customer, either in writing or verbal, in respect of the Prime Services and/or Privileges.
- 11.13 In the event of any inconsistency, conflict, ambiguity or discrepancy between the English version or any other language versions of this Terms and Conditions, the English version shall prevail.

Notwithstanding the aforementioned where request is made by the Customer for the Bahasa Malaysia version of the Terms and Conditions herein, the Bank shall provide the same and allow the Customer to complete the relevant forms and sign the agreement in Bahasa Malaysia, and such form and agreement completed and signed in Bahasa Malaysia shall form the basis of the contract between the Bank and the Customer.

- 11.14 The Terms and Conditions herein are in addition and subject to the agreement and/or the terms and conditions governing the operation, services, benefits and privileges in relation to and/or arising under the relevant deposit and/or investment account(s) of the Customer maintained with the Bank.

12 COMPLAINTS HANDLING

- 12.1. In the event of any complaint, the Customer may contact the Bank's Customer Resolution Unit (CRU) bearing the following address, telephone and facsimile numbers (or bearing such other address, telephone and facsimile numbers which the Bank may change by notification to the Customer):

CIMB Bank Bhd, Customer Resolution Unit,
19th Floor, Menara Bumiputra Commerce,
11, Jalan Raja Laut,
50350 Kuala Lumpur.
Tel : +603 6204 7788
Fax : +603 2691 3248
Email : cru@cimb.com

- 12.2 For any other enquiries, please visit any of the Bank's branches nationwide or contact us at 1300 889 800.