

CIMB PREFERRED TERMS AND CONDITIONS

1. EXTENSION OF SERVICES

- 1.1 Membership is by way of invitation by the Bank to individuals and / any entity based on the minimum balance or by any other eligibility criteria determined at the discretion of the Bank.
- 1.2 The acceptance and continuance of CIMB Preferred membership will be entirely at the discretion of the Bank.

2. MINIMUM BALANCE

- 2.1 Unless decided otherwise by the Bank, the Customer shall maintain at all times a 'Minimum Balance' defined as:
 - A. A minimum aggregated total Deposit of RM150,000.00 or such other amount as the Bank may determine from time to time maintained under the Customer's sole account or joint account where the Customer is the primary account holder in any one or more of the Customer's Savings, Current and Fixed Deposits accounts with the Bank, OR
 - B. A minimum aggregated total Investment and Deposit of RM150,000.00 or such other amount as the Bank may determine from time to time deposited in any investment and deposit account of the Bank or made with the Bank under the Customer's sole or joint account where the Customer is the primary account holder, OR
 - C. A minimum individual Mortgage (Housing Loan / Business Premise Loan) of RM1,000,000.00 or such other amount as the Bank may determine from time to time which is granted to the Customer.
(hereafter referred to as 'Minimum Balance')
- 2.2 Except for item "C", the Bank may impose a half-yearly service charge of **RM200** or such other amount as the Bank may determine from time to time without notice if the monthly average combined balance in the Customer's accounts fall below the Minimum Balance. (Customer's account referred to herein and used for determination of service charge where applicable shall mean the account of the principal account holder)
- 2.3 The Bank may in its absolute discretion extend the CIMB Preferred membership to the person nominated ("the Nominated Person") by the Customer. The Nominated Person must hold either a Deposit or Investment account jointly with the Customer and provided the Customer shall maintain at all times the minimum requirement as follows:
 - A. A minimum aggregated total Deposit of RM250,000.00 or such other amount as the Bank may determine from time to time maintained under the Customer's sole or joint account where the Customer is the primary account holder in any one or more of the Customer's Savings, Current and Fixed Deposits accounts with the Bank, OR
 - B. A minimum aggregated total Investment and Deposit of RM250,000.00 or such other amount as the Bank may determine from time to time deposited in any investment and deposit account of the Bank or made with the Bank under the Customer's sole or joint account where the Customer is the primary account holder.All terms and conditions stipulated hereinafter shall apply equally to the Nominated Person.
- 2.4 The Bank reserves the right to impose any other fees, charges or levies on any of the services offered without prior notice to the Customer. Fees, charges and levies paid by the Customer or deducted from the Customer's account are not refundable.
- 2.5 The Customer hereby authorizes the Bank to debit any of the Customer's account(s) designated for the payment of such fees, charges or levies from time to time and if no account has been designated for this purpose or if the account designated has insufficient funds, the Bank is hereby authorized by the Customer to debit any other account of the Customer for the aforesaid purpose without notice or concurrence of the Customer. The Customer acknowledges that the membership is personal and non-transferable.

3. COMMUNICATION OF INSTRUCTIONS

- 3.1 The Customer expressly consents and irrevocably authorizes the Bank to act on the instructions of the Customer given by telephone and/or post, 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) complying with the terms and conditions of the said indemnity.
- 3.2 The Customer shall take all reasonable precautions to prevent the unauthorized and fraudulent use of his pin, password and/or other security mechanism, access codes, features or device 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.

4. TERMINATION OF CIMB PREFERRED (CP) SERVICES

- 4.1 Failure to maintain the Minimum Balance specified above may lead to termination of usage of the CP services by the Customer at the Bank's sole discretion without any prior notice to the Customer and/or the Nominated Person.
- 4.2 Termination of usage of the CP services granted to the Customer may also be brought about by the following:
 - (a) By the Customer giving written notice to the Bank to terminate the same; or
 - (b) If the Customer defaults in any loans or facilities granted to the Customer by the Bank or by any other financial institutions; or
 - (c) Upon death or insanity of the Customer or if the Customer commits an act of bankruptcy
 - (d) if there is any change in law or regulation which makes it impossible or unlawful for the Bank to continue to make available the CP services.
- 4.3 The Bank reserves the right at its sole and absolute discretion at any time and from time to time to terminate, amend, modify, revise, restrict or suspend all or any of the CP services made available or to be made available to the Customer without having to give any notice or assign any reason therefore.
Without prejudice to the right of the Bank in Clause 4.1, the Bank may (but not under a legal obligation to do so) at any time with or without notice terminate, restrict or suspend the CP services if the Customer fails to maintain the Minimum Balance unless the Bank waives the requirement for the Customer to maintain a Minimum Balance.
- 4.4 Notwithstanding the above, the Bank reserves the right to suspend or terminate any or all of the CP services at any time without notice to the Customer and without assigning any reason therefore or incurring any liability to the Customer.
- 4.5 Immediately upon termination of the CP services whether by the Customer or the Bank, the Recognition Card, ATM Card and Cheque Book relating to and connected to provision of the CP services shall be returned by the Customer to the Bank.
- 4.6 Upon the termination of the CP services whether by the Customer or by the Bank and without prejudice and not in derogation to any rights or entitlements of the Bank provided in any letters of offer, loan agreements or terms and conditions governing any accounts of the Customer maintained with the Bank, any debit balance in the Customer's account(s) shall become immediately due and payable.
- 4.7 Upon the termination of the CP services, the Customer shall cease to use the same and hereby agreed that the Bank shall have the right to charge the Customer such levies or fees determined by the Bank at its sole discretion in respect of any CP services continued to be used by the Customer notwithstanding the said termination.
- 4.8 The Bank shall not in any circumstances be held liable for any damages suffered or loss incurred by the Customer in respect of any statement, representation, communication made in relation to or arising from the termination, amendment, modification, revision, restriction or suspension of all or any of the CP services made available by the Bank to the Customer.

- 4.9 The usage of the CP services by the Nominated Person will be automatically termination upon termination of the CP services granted to the Customer.

5. CIMB PREFERRED ATM CASH WITHDRAWAL

- 5.1 The Bank in conjunction with the provision of the CP services shall issue to the Customer a CIMB Preferred Automated Teller Machine Card (ATM Card).
- 5.2 The default cash withdrawal limit for CP ATM card is a maximum of RM5,000 per day.
- 5.3 The Customer has the option to increase the ATM withdrawal limit up to RM10,000 and this can be done manually at any CIMB Bank ATM.
- 5.4 With effect from the increased cash withdrawal limit, the total number of withdrawals allowed per day is up to 7 times (this includes Touch 'n' Go, MEPS Cash Reload, withdrawal and 3rd party transfer).
- 5.5 However, third party transfer for CP account cardholders will be capped at a maximum of RM5,000 per day.

6. CREDIT CARD

- 6.1 CP member may apply for a CIMB WORLD/ CIMB VISA Infinite/ CIMB Enrich Platinum Mastercard / CIMB Preferred Platinum credit card subject to the conditions / requirements set by Bank Negara Malaysia (BNM) and by CIMB Bank Berhad.
- 6.2 In case of joint accounts, the Customer as principal card holder will be entitled to receive a supplementary card to be issued to the supplementary holder as nominated by the principal card holder free of any card issuance fee. Additional credit cards requested by the Customer will be subject to the Bank's prevailing fees and charges. The existing and future terms governing the use of credit cards issued by the Bank shall apply to the principal/ supplementary card holder.

7. CONSOLIDATED STATEMENT

- 7.1 The consolidated statement will be sent to the mailing address either determined by CP's qualifying criteria or specified by the Customer in writing. The Bank will also send other notices and correspondence relating to a relevant account to the most current address in our records as specified by you.
- 7.2 If the Customer does not wish to receive the consolidated statement, the Customer is to inform the Bank accordingly. Respective statements relating to his individual accounts will be sent to the address specified by the Customer for each account.

8. SMS ALERT SERVICE

- 8.1 The Customer authorizes the Bank to send any account information, updates and reminders pertaining to the Customer's account with the bank via short messaging service ("SMS") or any other form sent to the mobile number advised by the Customer in the Bank's records including outstanding balance, available balance, overdraft limit, as the case may be, and any other updates that the Bank may make available from time to time.
- 8.2 The Bank provides this service as a convenience to Customer for information purpose only. It does not constitute a bank record for the account to which it pertains.
- 8.3 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 whatsoever including but not limited to 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 of any circumstances beyond the Bank's control.
- 8.4 For the Customer's own security, the Bank may suspend SMS Alerts with immediate effect without prior notice if the Bank has reason to suspect the Customer is not receiving the SMS or that someone else is receiving the SMS.
- 8.5 It will be the Customer's responsibility to notify the Bank if the Customer's mobile phone is lost or stolen. Upon such notification, the SMS Alert will be suspended until the Customer informs the Bank of his phone's return or replacement number.
- 8.6 SMS Alerts will continue to be transmitted to the Customer's mobile telephone via foreign telephone networks if the Customer takes his mobile phone abroad. However the Bank does not guarantee the security if the information transmitted via third network operators.
- 8.7 The Customer expressly consents for the Bank, the network operator and any third party to whom information about the Customer and his accounts has been passed for the provision of the SMS Alert, to transmit and store such information in countries or territories as necessary to send SMS to the Customer's mobile telephone.

9. CIMB PREFERRED CALL CENTRE & PHONE BANKING

- 9.1 To ensure that the Bank carries out instructions accurately, all telephone calls between the Bank the Customer are recorded. The Bank may also monitor calls with the objective of improving its service.
- 9.2 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 whatsoever including but not limited to 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 of any circumstances beyond the Bank's control.
- 9.3 Upon request by the Customer, the Bank is hereby authorized at its sole discretion to release information relating to the Customer's account, exchange rates or interest rates (which are subject to alteration without notice) via telephone, telex or facsimile. Such information / rates if given via telephone, shall not be binding on the Bank unless subsequently confirmed in writing by the Bank.
- 9.4 The Bank is authorized 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 ("collectively, telecommunication instructions") and the Customer agrees that the Bank is authorized 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 authorized by the Customer and to rely and act on it accordingly, and the Bank shall not liable to the Customer for any loss or damage arising in the event such telecommunication instructions in fact emanated from unauthorized individuals.
- 9.5 Notwithstanding anything herein, the Bank is not obligated to accept and act upon telecommunication instructions to:-
- change in account mandate
 - change of authorized signatories
 - grant of Power of Attorney to another person/entity
 - payment instructions
 - closure of account(s) and transfer of the remaining balance.

- 9.6 At the Bank's discretion, the Bank may introduce further security measures to ensure, as far as possible that the telecommunication instructions have been authorized by the Customer.

10. SECURITY DETAILS

- 10.1 At the Bank's discretion, the Bank may introduce further security measures to ensure, as far as possible that the telecommunication instructions have been authorized by the Customer.

11. JOINT ACCOUNTS AND THIRD PARTY

- 11.1 The joint account holders of any accounts within CIMB Bank is not authorized to perform any transactions/inquiries through CIMB Preferred phone banking. However, the Bank may allow joint accounts holder to execute any transactions/inquiries prior approval from primary account holder. Written approval must be made to the Bank to that effect.

12. IMPORTANT NOTICE

- 12.1 The Bank may at its sole and absolute discretion at any time and from time to time vary, add to or amend the Terms and Conditions herein.
- 12.2 Notification to the Customer in respect of any such variation, addition or amendment ('the Amendment') shall be effected at the Bank's absolute discretion through any one of the following means of communication, namely, by ordinary mail to the Customer's last known address or by posting a notice regarding the Amendment at each of the Bank's branches or by effecting an advertisement regarding the Amendment in one newspaper of the Bank's choice, or by any other means of notification which the Bank may select and the Amendment shall be deemed as 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.
- 12.3 All statements of account, notices or any other communication 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.
- 12.4 The Customer shall promptly notify the Bank in writing within 14 days from the date the Customer receives or is deemed to have received 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 binding on the Customer of his legal representative and successor. The Customer shall be precluded from making any claims against the Bank by alleging that the statements of account issued by the Bank contained omission, incorrect entries, debits wrongly made, error, discrepancy or inaccuracy.
- 12.5 Time shall be 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.
- 12.6 The illegality, invalidity or unenforceability of any Terms and Conditions shall not affect the legality, validity or enforceability of any other Terms and Conditions herein.
- 12.7 The Terms and Conditions herein shall be subject 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, in force from time to time. The Customer submits to the exclusive jurisdiction of the Courts of Malaysia.
- 12.8 The Customer expressly consents and authorizes the Bank and/or its officers to make use of, disclose or reveal any information relating to the Customer's affairs and/or banking account(s) with the Bank to any person in such manner and to such extent as the Bank shall from time to time consider necessary, including but not limited to any financial institution and/or any other party for the processing of any CP Services, any authority or body established by Bank Negara Malaysia or any other establishment or authority having jurisdiction over the Bank and/or any party who are privy to a claim or dispute arising from the use of the CP Services.
- 12.9 Notwithstanding anything herein, the Bank's rights and entitlement under this Terms and Conditions shall continue to remain in force and effective and shall survive any termination or suspension of the CP services by the Bank.
- 12.10 The Terms and Conditions herein shall continue to be valid and binding notwithstanding any transfer 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 and/or the Customer's death.
- 12.11 The Terms and Conditions herein stated shall be in addition to and not in derogation of any specific arrangement with regards to the use of the CP services now or hereafter subsisting between the Bank and the Customer or any terms and conditions as may be specified in any letter or notice given by the Bank to the Customer from time to time.
- 12.12 This Terms and Conditions 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.
- 12.13 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 CP services are hereby cancelled and superseded by this Terms and Conditions.
- 12.14 This Terms and Conditions are in addition and subject to the agreement and/or rules and regulations governing the operation, services, benefits and privileges in relation to and /or arising under the account(s) of the Customer maintained with the Bank. In the event of any discrepancy or inconsistency between the provisions contained in the agreement and/or rules and regulations governing the account(s) as aforesaid and the Terms and Conditions herein, the provision with the interpretation which is most favourable to the Bank shall prevail and apply.
- 12.15 Where the context so admits, word importing the singular number shall include the plural number and vice-versa, words importing the masculine gender shall include the feminine and neuter genders and vice-versa.
- 12.16 In the event there is a conflict between the English version and the Bahasa Malaysia version, the English version of the Terms and Conditions shall prevail.
- 12.17 The Bank reserves the right at its absolute discretion to review, suspend and terminate the provision of the CP Services or any part(s) of the CP Services to the Customer at any time without giving any prior notice to the Customer and without assigning any reasons whatsoever to the Customer. It is hereby agreed that the Customer shall not hold the Bank responsible or liable in relation to any the review, suspension or termination of the CP Services effected by the Bank.