

## **CIMB SOLE PROPRIETOR & PARTNERSHIP TERMS & CONDITIONS**

### **1. Definitions**

- a. "CIMB Bank" means CIMB Bank Bank Berhad.
- b. "CIMB Islamic Bank" means CIMB Islamic Bank Berhad.
- c. "CIMB Sole Proprietor & Partnership Terms and Conditions" means the terms and conditions set out herein.
- d. "CIMB Sole Proprietor & Partnership Customer(s)" means an individual who has fulfilled the CIMB Sole Proprietor & Partnership eligibility requirements set out in Section 2.1 and who has been accepted by CIMB Bank/CIMB Islamic Bank as a CIMB Sole Proprietor & Partnership Customer.
- e. "CIMB Sole Proprietor & Partnership Features, Benefits & Rewards" means features, benefits and rewards on products and services offered by CIMB Bank/CIMB Islamic Bank and/or made available by CIMB Bank/CIMB Islamic Bank and/or their business partners for the benefit of a CIMB Sole Proprietor & Partnership Customer.
- f. "Business Current Account" means a Business Current Account of a CIMB Sole Proprietor or Partnership Customer(s) opened and maintained with CIMB Bank and/or CIMB Islamic Bank.
- g. "Eligible Customer(s)" means CIMB Sole Proprietor & Partnership Customer(s) who has a Business Current Account.
- h. "BizChannel@CIMB" means the online internet business banking service provided by the Bank.

### **2. CIMB Sole Proprietor & Partnership Eligibility**

- 2.1 To be eligible for consideration by CIMB Bank/CIMB Islamic Bank as a CIMB Sole Proprietor & Partnership Customer, the customer must fulfill the following criterias:
- (i) maintains or successfully opens a Business Current Account with CIMB Bank/CIMB Islamic Bank; and
  - (ii) subscribes to BizChannel@CIMB with CIMB Bank.
- 2.2 CIMB Bank/CIMB Islamic Bank's records of CIMB Sole Proprietor & Partnership Customer(s) shall be deemed final and conclusive unless there is manifest error. Acceptance as a CIMB Sole Proprietor & Partnership Customer will be entirely at the discretion of CIMB Bank/CIMB Islamic Bank.

### **3. CIMB Sole Proprietor & Partnership Features, Benefits & Rewards**

- 3.1 CIMB Bank/CIMB Islamic Bank may at any time and from time to time offer and/or make available CIMB Sole Proprietor & Partnership Features, Benefits & Rewards to CIMB Sole Proprietor & Partnership Customer(s). The full list of the features, benefits and rewards can be viewed at CIMB Bank/CIMB Islamic Bank website at [www.cimbbank.com.my/spp](http://www.cimbbank.com.my/spp) or [www.cimbislamic.com.my/spp](http://www.cimbislamic.com.my/spp)

- 3.2 The CIMB Sole Proprietor & Partnership Features, Benefits & Rewards are subject to further terms and conditions of CIMB Bank/ CIMB Islamic Bank and/or its business partners. The CIMB Sole Proprietor & Partnership Terms and Conditions shall be subject to the application of the additional terms and conditions governing the CIMB Sole Proprietor & Partnership Features, Benefits & Reward and of the terms and conditions of the relevant or respective products and/or services which are separate from the terms and conditions herein. All features, benefits and rewards on products and services offered or made available or allocated as part of the CIMB Sole Proprietor & Partnership Features, Benefits & Rewards must be read in conjunction with the specific terms and conditions governing the CIMB Sole Proprietor & Partnership Features, Benefits & Reward and the terms and conditions of CIMB Bank, CIMB Islamic Bank or their business partners, as the case may be, governing the relevant or respective products and/or services.
- 3.3 To the fullest extent permitted by law, CIMB Bank and CIMB Islamic Bank, expressly exclude and disclaim any representations, warranties, endorsements, express or implied, written or oral, including but not limited to any warranty of quality, merchantability or fitness for a particular purposes in respect of the products and/or services of its business partners.
- 3.4 CIMB Sole Proprietor & Partnership Customers hereby authorises CIMB Bank and CIMB Islamic Bank to disclose information relating to the CIMB Sole Proprietor & Partnership Customer's business registration name and business registration number (BRN) to CIMB Bank and CIMB Islamic Bank's business partners, where required, for purposes of fulfilment of the Sole Proprietor & Partnership Features, Benefits & Rewards.
- 3.5 The CIMB Sole Proprietor & Partnership Customer(s) must comply with the terms and conditions in relation to the CIMB Sole Proprietor & Partnership Features, Benefits & Rewards or any further terms and conditions which CIMB Bank/CIMB Islamic Bank may further from time to time set by giving prior notice of twenty one (21) calendar days, before the CIMB Sole Proprietor & Partnership Customer(s) are permitted to enjoy the relevant CIMB Sole Proprietor & Partnership Benefits, Privileges & Rewards.
- 3.6 CIMB Bank/CIMB Islamic Bank reserves the right to revise, modify, suspend, cancel, terminate or withdraw the CIMB Sole Proprietor & Partnership Features, Benefits & Rewards in whole or part, by giving the CIMB Sole Proprietor & Partnership Customer(s) prior notice of fourteen (14) calendar days. For the avoidance of doubt, any, cancellation, amendment, modification, revision, restriction or suspension of all or any of the CIMB Sole Proprietor & Partnership Features, Benefits & Rewards shall not entitle the CIMB Sole Proprietor & Partnership Customer and/or any person to any claim or compensation against CIMB Bank/CIMB Islamic Bank for any losses or damages suffered or incurred by the CIMB Sole Proprietor & Partnership Customer and/or any person 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 willful default of CIMB Bank/CIMB Islamic Bank.

#### **4. Termination**

- 4.1 The CIMB Sole Proprietor & Partnership Features, Benefits, & Rewards of a CIMB Sole Proprietor & Partnership Customer may be suspended or terminated by CIMB Bank/ CIMB Islamic Bank forthwith upon the occurrence of any of the following events:
- (i) the Business Current Account(s) and/or the BizChannel@CIMB subscribed by the CIMB Sole Proprietor & Partnership Customer has been suspended, terminated or frozen.
  - (ii) the CIMB Sole Proprietor & Partnership Customer has breached any terms and conditions of the Business Current Account(s) and/or BizChannel@CIMB for any reason whatsoever.
  - (iii) the CIMB Sole Proprietor & Partnership Customer has breached and/or tampered with any of the terms and conditions governing the CIMB Sole Proprietor & Partnership Features, Benefits & Rewards.

- 4.2 In addition to the rights under Clause 4.1, CIMB Bank/CIMB Islamic Bank reserves the right to suspend or terminate any CIMB Sole Proprietor & Partnership Customer's entitlement to enjoy or use the CIMB Sole Proprietor & Partnership Features, Benefits & Reward without cause and without giving any reasons upon giving prior notice of fourteen (14) calendar days to the CIMB Sole Proprietor & Partnership Customer.
- 4.3 Upon termination mentioned in Clause 4.1 and 4.2, the CIMB Sole Proprietor & Partnership Customer shall immediately cease to enjoy or use all features, benefits and rewards offered under the CIMB Sole Proprietor & Partnership Features, Benefits & Rewards; failing which CIMB Bank/CIMB Islamic Bank reserves the right to impose on the Eligible Customer such levies, charges or fees in respect of the continued usage of any of the CIMB Sole Proprietor & Partnership Features, Benefits & Rewards after the suspension or termination.
- 4.4 CIMB Bank/CIMB Islamic Bank shall not, under any circumstances, be held liable for any loss or damage suffered or incurred by the CIMB Sole Proprietor & Partnership Customer or any other party, in respect of (i) the CIMB Sole Proprietor & Partnership Customer's enjoyment and/or non-enjoyment and usage and/or non-usage of the CIMB Sole Proprietor & Partnership Features, Benefits & Rewards; (ii) CIMB Bank/CIMB Islamic Bank's action in terminating or suspending the CIMB Sole Proprietor & Partnership Customer's entitlement to enjoy or use the CIMB Sole Proprietor & Partnership Features, Benefits & Reward unless the same is caused by CIMB Bank/CIMB Islamic Bank's willful default or gross negligence.

## 5. Important Notices

- 5.1 The CIMB Sole Proprietor & Partnership Customer(s)' enjoyment and usage of the CIMB Sole Proprietor & Partnership Features, Benefits & Rewards shall be deemed as the CIMB Sole Proprietor & Partnership Customer's agreement to the CIMB Sole Proprietor & Partnership Terms & Conditions and the specific terms and conditions governing the CIMB Sole Proprietor & Partnership Features, Benefits & Reward and the terms and conditions governing the relevant or respective products and/or services offered and/or made available.
- 5.2 The CIMB Sole Proprietor & Partnership Customers hereby confirm that they have read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at [www.cimbbank.com.my](http://www.cimbbank.com.my) or [www.cimbislamic.com](http://www.cimbislamic.com)) and the clauses herein, as may relate to the processing and disclosure of the CIMB Sole Proprietor & Partnership Customer(s)' personal information or data. For the avoidance of doubt, the CIMB Sole Proprietor & Partnership Customer(s) agree that the said CIMB Group Privacy Notice shall be deemed to be incorporated by reference into the CIMB Sole Proprietor & Partnership Terms and Conditions herein.
- 5.3 The CIMB Sole Proprietor & Partnership Customer(s) agree that they shall not hold CIMB Bank/CIMB Islamic Bank liable and/or responsible for any loss or damage which they have incurred or may incur directly or indirectly arising out of or in connection with their enjoyment and usage of the CIMB Sole Proprietor & Partnership Features, Benefits & Rewards 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 CIMB Bank/CIMB Islamic Bank, attempted or actual acts of terrorism, outbreak of epidemics, war, riot, strike, lockout, industrial action, fire, flood, technical or system failures, any Act of God or any circumstances or event beyond CIMB Bank's and/or CIMB Islamic Bank's reasonable control.
- 5.4 CIMB Bank/CIMB Islamic Bank reserves the rights upon giving prior notice of twenty-one (21) calendar days to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("the Amendment") any of the CIMB Sole Proprietor & Partnership Terms & Conditions and/or the specific terms and conditions governing the CIMB Sole Proprietor & Partnership Features, Benefits & Reward. Notification to CIMB Sole Proprietor & Partnership Customer(s) in respect of the Amendment shall be effected at CIMB Bank/CIMB Islamic Bank's absolute discretion through any one of the following means of communication, namely, by ordinary mail to the CIMB Sole Proprietor & Partnership Customer(s) last known address or by posting a notice regarding the Amendment at each of CIMB Bank/CIMB Islamic Bank's branches or by effecting an advertisement regarding the Amendment in one newspaper of CIMB Bank/CIMB Islamic Bank's choice, or via CIMB Bank/CIMB Islamic Bank website or in any other mode as CIMB Bank/CIMB Islamic Bank deems fit and the Amendment shall be deemed as binding on the CIMB Sole Proprietor & Partnership Customer as from the date of notification of the Amendment or from such other date as may be specified by CIMB Bank/CIMB Islamic Bank in the notification.

- 5.5 The CIMB Sole Proprietor & Partnership Terms and Conditions and/or the specific terms and conditions governing the CIMB Sole Proprietor & Partnership Features, Benefits & Reward, as the same may be amended from time to time pursuant to Clause 5.4, shall prevail over any provisions or representations contained in an advertising or promotional materials pertaining to the CIMB Sole Proprietor & Partnership Features, Benefits & Rewards. Time shall be of the essence but CIMB Bank/CIMB Islamic Bank's failure in exercising or delay in exercising or enforcing its rights, powers, privileges or remedies against the CIMB Sole Proprietor & Partnership Customer shall not operate as a waiver thereof nor shall any partial exercise of any rights, powers, privileges or remedies prejudice or affect CIMB Bank/CIMB Islamic Bank's rights to subsequently act strictly in accordance therewith.
- 5.6 The illegality, invalidity or unenforceability of any CIMB Sole Proprietor & Partnership Terms and Conditions and the specific terms and conditions governing the CIMB Sole Proprietor & Partnership Features, Benefits & Reward shall not affect the legality, validity or enforceability of any other CIMB Sole Proprietor & Partnership Terms and Conditions herein and/or the specific terms and conditions governing the CIMB Sole Proprietor & Partnership Features, Benefits & Reward.
- 5.7 CIMB Sole Proprietor & Partnership Terms and Conditions herein and the specific terms and conditions governing the CIMB Sole Proprietor & Partnership Features, Benefits & Reward shall be subject to, governed by and construed in accordance with the laws of Malaysia and the rules, directives, regulations and guidelines of Bank Negara Malaysia, and other relevant regulatory bodies, in force from time to time. The CIMB Sole Proprietor & Partnership Customer agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.
- 5.8 Notwithstanding anything herein, CIMB Bank/CIMB Islamic Bank's rights and entitlement under this CIMB Sole Proprietor & Partnership Terms and Conditions and the specific terms and conditions governing the CIMB Sole Proprietor & Partnership Features, Benefits & Reward shall continue to remain in force and effect and shall survive any termination or suspension of the Sole Proprietor & Partnership's Features, Benefits & Rewards by CIMB Bank/CIMB Islamic Bank.
- 5.9 The CIMB Sole Proprietor & Partnership Terms and Conditions and the specific terms and conditions governing the CIMB Sole Proprietor & Partnership Features, Benefits & Reward shall continue to remain in force and effect and shall survive any termination or suspension of the CIMB Sole Proprietor & Partnership Features, Benefits & Rewards by CIMB Bank/CIMB Islamic Bank.
- 5.10 The CIMB Sole Proprietor & Partnership Terms and Conditions herein and the specific terms and conditions governing the CIMB Sole Proprietor & Partnership Features, Benefits & Reward shall continue to be valid and binding notwithstanding any merger, amalgamation, transfer or assignment of business, operations, assets or liabilities of CIMB Bank/CIMB Islamic Bank or any change in CIMB Bank/CIMB Islamic Bank or any company by which the business of CIMB Bank/CIMB Islamic Bank may for the time being be carried on.
- 5.11 The CIMB Sole Proprietor & Partnership Terms and Conditions herein and the specific terms and conditions governing the CIMB Sole Proprietor & Partnership Features, Benefits & Reward shall be in addition to and not in derogation of any specific arrangement with regards to the use or enjoyment of the CIMB Sole Proprietor & Partnership Features, Benefits & Rewards now or hereafter subsisting between CIMB Bank/CIMB Islamic Bank and the CIMB Sole Proprietor & Partnership Customer or any terms and conditions as may be specified in any letter or notice given by CIMB Bank/CIMB Islamic Bank to the CIMB Sole Proprietor & Partnership Customer from time to time.
- 5.12 The CIMB Sole Proprietor & Partnership Terms and Conditions herein and the specific terms and conditions governing the CIMB Sole Proprietor & Partnership Features, Benefits & Reward shall be binding upon the heirs, personal representatives and successors-in-title of CIMB Bank/CIMB Islamic Bank and the CIMB Sole Proprietor & Partnership Customer respectively and the rights and obligations of the CIMB Sole Proprietor & Partnership Customer herein cannot be assigned for any reasons whatsoever.

- 5.13 The CIMB Sole Proprietor & Partnership Terms and Conditions herein and the specific terms and conditions governing the CIMB Sole Proprietor & Partnership Features, Benefits & Reward 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 Business Current Account and/or BizChannel@CIMB of the CIMB Sole Proprietor & Partnership Customer maintained with CIMB Bank/CIMB Islamic Bank.
- 5.14 Unless otherwise specified herein to the contrary, all notices and communications by CIMB Bank/CIMB Islamic Bank in relation to CIMB Sole Proprietor & Partnership Privileges & Rewards may be given by CIMB Bank/CIMB Islamic Bank in any one of the following manners: -
- a. By A.R registered post to the CIMB Sole Proprietor & Partnership Customer's last address in CIMB Bank/CIMB Islamic Bank 's records;
  - b. By ordinary post to the CIMB Sole Proprietor & Partnership Customer's last address in CIMB Bank/CIMB Islamic Bank 's records;
  - c. By facsimile, e-mail or other forms of instantaneous communication to the CIMB Sole Proprietor & Partnership Customer's last known contact number, mobile number or e-mail address in CIMB Bank/CIMB Islamic Bank's records;
  - d. By display at CIMB Bank/CIMB Islamic Bank premises, including those of its branches;
  - e. By display on the screen upon access to CIMB Bank/CIMB Islamic Bank web site(s) at [www.cimbbank.com/spp](http://www.cimbbank.com/spp) or [www.cimbislamic.com/spp](http://www.cimbislamic.com/spp)
  - f. By any other manner as CIMB Bank/CIMB Islamic Bank deems fit. All notices and communications sent by CIMB Bank/CIMB Islamic Bank to Customers, shall, unless otherwise specified herein or in the said notice or communication, be deemed to have been received and effective, as follows: -
    - i. If by A.R registered post; upon receipt of a duly signed A.R card;
    - ii. If by ordinary post, two (2) days after posting for peninsular Malaysia and five (5) days after posting for Sabah & Sarawak and places outside of Malaysia;
    - iii. If by facsimile, e-mail or other instantaneous communication, when dispatched; and
    - iv. If by display (whether at CIMB Bank/CIMB Islamic Bank premises or on CIMB Bank/CIMB Islamic Bank website) upon such display being made.
- 5.15 No compensation in cash or any kind shall be given to the CIMB Sole Proprietor & Partnership Customer for any losses or damages suffered or incurred by the CIMB Sole Proprietor & Partnership Customer as a direct or an indirect result of such amendment, variation, deletion, addition or alteration of the CIMB Sole Proprietor & Partnership Terms and Conditions herein and/or the specific terms and conditions governing the CIMB Sole Proprietor & Partnership Features, Benefits & Reward.
- 5.16 If there is any inconsistency (ies), conflict(s), ambiguity (ies) or discrepancy (ies) between the Bahasa Malaysia and English version of these Terms and Conditions herein, the English version of these Terms and Conditions shall prevail. Notwithstanding the aforementioned, where request had been made by the Eligible Customer(s) and noted and acknowledged by CIMB Bank/CIMB Islamic Bank in its records that the Bahasa Malaysia version of the Business Current Account and/or BizChannel@CIMB terms and conditions has been selected by the Eligible Customer(s) to govern the operation of the Eligible Customer(s) use of the Business Current Account and/or BizChannel @CIMB, then the Bahasa Malaysia version of the CIMB Sole Proprietor & Partnership Terms and Conditions herein and the specific terms and conditions governing the CIMB Sole Proprietor & Partnership Features, Benefits & Reward shall prevail.

- 5.17 For feedbacks and/or complaints related to eligibility as a CIMB Sole Proprietor & Partnership Customer and/or any other matters relating to the CIMB Sole Proprietor & Partnership Features, Benefits & Rewards, CIMB Sole Proprietor & Partnership Customer may contact CIMB Bank/CIMB Islamic Bank Customer Resolution Department bearing the following address, telephone, email and facsimile numbers (or bearing such other address, telephone, email and facsimile numbers which CIMB Bank/CIMB Islamic Bank may change by notification to the CIMB Sole Proprietor & Partnership Customers):

Customer Resolution Unit,

Level 19, Menara Bumiputra-Commerce,

11, Jalan Raja Laut, 50350

Kuala Lumpur

Tel: 603 6204 7788/Fax: 603 2691 3248

- 5.18 Any query, feedback, concern, issue or complaint by a CIMB Sole Proprietor & Partnership Customer of CIMB Bank will be handled and resolved solely with CIMB Bank and any query, feedback, concern, issue or complaint by a CIMB Sole Proprietor & Partnership Customer of CIMB Islamic Bank will be handled and resolved solely with CIMB Islamic Bank.

- 5.19 In the event there are any enquiries, please visit any of CIMB Bank/CIMB Islamic Bank branches nationwide, or contact CIMB Bank/CIMB Islamic Bank Contact Centre: 03-62047788.