

CIMB Bank Berhad's Terms and Conditions of CIMB TravelCurrency

By purchasing foreign currency via the Channels, you acknowledge that you have read and understood these terms and conditions of CIMB Bank Berhad ("CIMB") relating to the purchase of foreign currency online from CIMB and agree to be bound by them. If you do not understand and/or agree to these terms and conditions do not place an Order (as hereinafter defined) with us as by placing an Order with us you are indicating your acceptance to these terms. These terms and conditions shall apply to all contracts formed between you and us to the exclusion of any other terms and conditions you may seek to impose or incorporate, or which are implied by law or otherwise unless CIMB agrees, in writing, to vary these terms and conditions and confirm in writing, the variation to you.

1. DEFINITIONS

"Business Days" means a day in which CIMB is open for business in Kuala Lumpur;

"Transaction" means the transaction by which CIMB sells and you purchase CIMB TravelCurrency;

"CIMB Clicks" means the banking facilities provided from time to time via the Internet or any other electronic medium approved by CIMB in accordance with the terms and conditions of CIMB Clicks Internet Banking Agreement;

"CIMB TravelCurrency" means the foreign currency purchased by you online from CIMB by placing an Order via any of the Channels;

"Channels" means the CIMB Clicks website and the CIMB Clicks TravelCurrency website (collectively, hereinafter referred to as the "CIMB Websites" which expression includes any other website owned or maintained by CIMB in relation to its business or products); and/or such other channels, websites and/or platforms as may be decided by CIMB from time to time;

"Collection Location" means the location selected by you for collection of the CIMB TravelCurrency purchased when placing the Order;

"Collection Date" means the date selected by you for collection of the CIMB TravelCurrency purchased when placing the Order;

"CIMB", "we", "us" or "our" means CIMB Bank Berhad [13491-P] having its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and place of business at Level 19, Menara Bumiputra-Commerce, 11 Jalan Raja Laut, 50350 Kuala Lumpur or at such other addresses or other locations as may be changed by CIMB from time to time and includes its successors-in-title and assigns;

"Order" means an order placed or to be placed by you via any of the Channels for purchase of CIMB TravelCurrency;

"MEPS FPX Online Transfer" means convenient and secure online payment solution that allows real-time debiting of customer's internet banking account of multiple banks which offered by Malaysian Electronic Clearing Corporation Sdn Bhd (MyClear).

“Losses” means any and all losses, damages (financial and otherwise), injuries, embarrassments, costs, charges, taxes, duties, levies, penalties and/or expenses of whatsoever nature, including legal fees on a full indemnity basis whatsoever howsoever arising whether in tort, contract or indemnity;

“You”, “your” or “yourself” means a person agreeing to these terms and conditions in order to purchase CIMB TravelCurrency

2. GENERAL

- 2.1. The sale of CIMB TravelCurrency is only available to individuals aged 18 or older, who are Malaysians, permanent residents in Malaysia or non-Malaysians, who hold a valid identification card or passport.
- 2.2. Unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided, words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.

3. PLACING AN ORDER

3.1. You can place an Order in one the following ways:

3.1.1 Online via the CIMB Clicks website after login to CIMB Clicks (for CIMB’s and CIMB Islamic Bank Berhad’s customers);

3.1.2 Online via the CIMB Clicks TravelCurrency website (for non-CIMB customers and non-CIMB Islamic Bank Berhad customers provided you are the primary account holder).

3.2. Your Order constitutes an offer to us to buy the CIMB TravelCurrency. All Orders are subject to our acceptance. Please read Clause 3.7. for details of how we may accept your Order.

3.3. Orders placed will be rounded up to the nearest foreign currency note. We are unable to supply foreign coins. Currency availability may be subject to monetary limits, currency exchange restrictions and to you complying with Anti-Money Laundering regulations. This means that we may require you to produce photographic evidence of your identity and/or such other documents as we may require for verification purposes before we release the CIMB TravelCurrency purchased to you.

3.4. When placing an Order, you warrant to us that the information that you provide to us is true and accurate in all respects, that you will not withhold any material information from us and you will provide us with any information that we may reasonably require. Providing incorrect and/or inaccurate information may lead to the Transaction being terminated or suspended and we shall not be held responsible for this.

3.5. The maximum Order value is RM5,000 equivalent or such other Order value as may be prescribed from time to time at our discretion, and a minimum Order value of RM100 equivalent.

- 3.6. You may place Orders up to 60 days in advance. (a) For Orders placed before 4.00PM (Mondays to Sundays), earliest Order collection date would be the next Business Day. (b) For Orders placed after 4.00PM (Mondays to Sundays), earliest Order collection date will be two (2) Business Days after the placement of the Order.
- 3.7. Once the Order is submitted, an automatic acknowledgment email will be sent to the email address provided by you, detailing the Order reference number. This confirms our acknowledgement of your Order but shall not constitute our acceptance of your Order. Acceptance of your Order shall be the earlier of:
 - 3.7.1. an email and/or SMS dispatch confirmation from us that the Transaction is to be confirmed, if one is sent; or
 - 3.7.2. the provision of the CIMB TravelCurrency purchased by you.
- 3.8. If at any time we suspect that an Order has been placed fraudulently, or is in the sole opinion of the Bank suspicious, we may cancel the Order at any time and without notice to you.
- 3.9. All Orders are to be collected by the account holder who placed the Order online. You are not allowed to appoint or send a third party person to collect the foreign currency at the Collection Location.

4. CANCELLATIONS (INCLUDING CANCELLATION ARISING FROM CANCELLATION OF YOUR HOLIDAY OR BUSINESS TRIP)

- 4.1. Without prejudice to Clause 17. hereof, you may cancel the Order at any time at least before two (2) Business Days prior to your Collection Date. If your Collection Date is less than two Business Days (2) away, you are not allowed to cancel the Order.
- 4.2. All refunds to be made to you arising from your cancellation of any Orders placed are subject to:-
 - a) Conversion of CIMB TravelCurrency purchased to Ringgit Malaysia at CIMB's online buying rate or original selling rate, which ever is lower;
 - b) RM25 administrative fee; and
 - c) taxes (including but not limited to goods and services tax and/or sales and services tax).
- 4.3. We may terminate, cancel or suspend an Order in accordance with Clause 17. hereof or if we are required to do so through instruction of any law enforcement agency or regulatory body or for the purpose of or in connection with the compliance of any laws and regulations including anti money laundering laws, rules and regulations. In this case we may retain all or any of your money and then deal with it as ordered by the law enforcement agency or regulatory authority or a court or other body of competent jurisdiction.
- 4.4. All refunds to be made to you arising from CIMB's termination or cancellation of any Orders placed by you are subject to:-

- a) Conversion of CIMB TravelCurrency purchased to Ringgit Malaysia at CIMB's currency exchange buying rate;
 - b) RM25.00 administrative fee;
 - c) taxes (including but not limited to goods and services tax and/or sales and services tax) to be imposed; and
 - d) any restrictions arising from any law, rule or regulation or any order from any court or other body of competent jurisdiction, regulatory authority or law enforcement agency.
- 4.5. All refunds to you arising from any cancellation of Orders (whether by CIMB or you) will be affected within 3 to 5 Business Days from the date of cancellation to the account provided by you whilst placing the Order.

5. CHARGES

- 5.1. You acknowledge and agree that the rate(s) at which CIMB TravelCurrency is sold or to be sold to you may differ depending on the Channels through which you place an Order for CIMB TravelCurrency and you further acknowledge and agree that you shall not raise any disputes in connection therewith.
- 5.2. An administrative fee of RM25.00 is charged should the Order be cancelled by you or CIMB at any time prior to collection date or upon non-collection in accordance with Clause 4.2. (b) and Clause 4.4. (b) herein.
- 5.3. When making payment for the CIMB TravelCurrency online, charges for InterBankGiro (IBG) transfer fees or such other fees may be imposed by your bank or financial service provider. It is your duty to check and ensure that you agree and accept the fees and charges payable in connection with your Order.
- 5.4. In addition to the fees as set out in Clause 5.3. (if applicable), you shall also pay to CIMB all fees and charges as CIMB may inform you from time to time in connection with the sale of the CIMB TravelCurrency ("Fees and Charges"). CIMB may inform you in writing or in any manner deemed applicable by CIMB of:-
- 5.4.1. the Fees and Charges;
 - 5.4.2. such applicable taxes (including but not limited to goods and services tax and/or sales and services tax).

In the event of any variation to the Fees and Charges, prior notification of at least twenty one (21) calendars days will be given.

Should you disagree with the imposition of such Fees and Charges or applicable taxes and/or variations thereof, you shall cancel or terminate your purchase of CIMB TravelCurrency. Your continued purchase of CIMB TravelCurrency shall be deemed as your agreement and binding acceptance of the same.

6. PAYMENT

- 6.1. When placing an Order and making payment for the same, you warrant that you are acting on your own behalf, for a genuine reason and that the funds are legally and beneficially yours, have not been obtained by illegal means nor in any way contrary to the rights of the legal owner and is not tainted in anyway by criminal activity.
- 6.2. You can pay for your Order in one of two ways set out below.
 - 6.2.1. By fund transfer via the Internet using either CIMB Clicks or MEPS FPX Online Transfer; or
 - 6.2.2. By such other means or methods which CIMB may permit, in its sole and absolute discretion from time to time.
- 6.3. You undertake that all details provided by you when placing and Order and during the collection of the CIMB TravelCurrency are correct and that the bank account used by you in making payment is your own and that the identification document of your bank account matches the identification document of your Order.

7. UNCOLLECTED ORDER / MONIES

- 7.1. All Orders which are unclaimed after their Collection Date will be classified as “Dormant Unclaimed” by us and shall be subject to an administrative fee of RM25.00.
- 7.2. Should your Order remain unclaimed after the Collection Date, CIMB may:-
 - 7.2.1. Make up to a maximum of three (3) attempts to contact you within seven (7) days from the Collection Date to arrange for alternative Collection Dates; and
 - 7.2.2. Should CIMB be unable to contact you after the third (3rd) attempt, CIMB shall be entitled to convert the CIMB TravelCurrency purchased to Ringgit Malaysia at CIMB’s “Buy Rate” on the eighth (8th) day from the Collection Date. The proceeds of such conversion shall be subject to an administrative fee of RM25.00. The balance of the proceeds will be credited into the account provided by you when placing your Order.
- 7.3. CIMB shall not be held liable in any manner whatsoever in the event that CIMB is unable to contact you arising from inaccuracy of any contact details provided by you to CIMB when placing an Order. You acknowledge that in the event you are unable to collect the CIMB TravelCurrency purchased on the Collection Date for any reason whatsoever, it is your duty to inform CIMB and to make alternative arrangements for collection.

8. INDEMNITY

- 8.1. You hereby irrevocably agree to indemnify and keep CIMB indemnified from all Losses that may be incurred by CIMB in connection with or arising from:

- a) Your misuse of the CIMB TravelCurrency purchased;
 - b) Your breach of these Terms and Conditions howsoever occasioned.
- 8.2. CIMB shall not be responsible for and you shall fully indemnify CIMB and hold CIMB harmless against all Losses which may be incurred by you or CIMB in connection with the Bank's execution of any Orders, notwithstanding such Order may be fraudulent or unauthorized unless caused directly by CIMB's gross negligence or willful default.
- 8.3. You agree and acknowledge that your obligation to indemnify CIMB herein shall survive the termination of this Agreement or the Transaction.

9. DISCLAIMER

- 9.1. CIMB assumes no liability or responsibility and makes no representation or warranty in respect of any Channels or services not owned or provided by CIMB which are accessed by you in the course of purchasing CIMB TravelCurrency. CIMB shall not in any event be liable for any Losses incurred by you in connection with your access or use or the inability to access or use any of the aforesaid Channels or services not owned or provided by CIMB.

10. INSTRUCTIONS AND AUTHORIZATIONS

- 10.1. You shall, at all times, be responsible for all instructions transmitted to CIMB when placing an Order or purchasing CIMB TravelCurrency ("Instructions").
- 10.2. If you discover or have reason to believe that the Instructions transmitted to or received by CIMB are neither accurate nor complete, you shall inform CIMB immediately via telephone to CIMB's Call Centre at 03-6204 7788 herein. For the avoidance of doubt, all telephone calls made to CIMB's Call Centre shall be logged and recorded by CIMB.
- 10.3. CIMB reserves the right to refuse to carry out any Instructions given by you for any reason, including without limitation, where such Instructions are in violation of any of these Terms and Conditions or are inconsistent with any of CIMB's policies and other rules and regulations as may be in effect from time to time.

11. UPDATING OF CUSTOMER'S PARTICULARS

- 11.1. You shall promptly notify CIMB in writing or by such other means as CIMB deems acceptable of any changes or variations in your personal particulars and CIMB shall be entitled to assume that there have been no changes or variations until CIMB has received notice thereof given by you. Provision of such particulars during the application process for the CIMB TravelCurrency would not be deemed an automated updating of your personal particulars with CIMB.

12. EXCLUSIONS OF LIABILITY

- 12.1. CIMB shall use all reasonable efforts to ensure the provision of the CIMB TravelCurrency. However, you agree and acknowledge that CIMB does not make any warranties or representations of any kind whatsoever with respect to the CIMB TravelCurrency, and neither CIMB nor its subsidiaries, affiliates and business partners whether express or implied and shall be responsible or liable for any and all Losses in relation to the purchase of CIMB TravelCurrency whether suffered by you or any other person with the exception of Losses which, subject to Clause 10.3., are caused directly by the willful default or gross negligence of CIMB.
- 12.2. Without limiting the generality of Clause 12.1. above, CIMB shall not be liable for any Losses caused by or arising from one or more of the following events or matters howsoever caused or incurring:-
- 12.2.1. Any malfunction, defect in and/or any breakdown, disruption or failure of any telecommunications, computer, terminal, server or other device or system whether or not owned, operated or maintained by you, CIMB or any other person, including but not limited to the failure of any such equipment or system to accept, recognize or process your access thereto ;
 - 12.2.2. Any malfunction, breakdown, disruption of any of the Channels and/or unavailability of CIMB TravelCurrency or any portion thereof, howsoever arising;
 - 12.2.3. CIMB TravelCurrency not being available or any of the Channels not being accessible, available or functioning;
 - 12.2.4. Any failure or delay caused by your Internet browser or other software, computer virus or related problems;
 - 12.2.5. The corruption, destruction, alteration, loss of or error in your Instructions or any data or information in the course of transmission via any of the Channels or otherwise
 - 12.2.6. Any intrusion, interference or attack by any person, virus, Trojan Horse, worms, macros or other harmful components or deleterious programs or files;
 - 12.2.7. Any loss, theft or unauthorized use of any of your Security Passwords (as defined hereunder);
 - 12.2.8. Any unauthorized access and/or use of the Channels by any person on your behalf or otherwise;
 - 12.2.9. Any prohibition, suspension, delay or restriction of your access to the Channels by the laws and regulations of any country from which you access the Channels;
 - 12.2.10. Any prohibition, suspension, delay or restriction of your access to the Channels caused by, relating to or in connection with your network service provider;

- 12.2.11. Any inaccuracy or incompleteness of information, data or Instructions given by you in relation to any transactions or the performance of any transactions or otherwise in relation to the Transaction or sale of CIMB TravelCurrency or any other services or products offered by CIMB;
- 12.2.12. Your inability to perform any transactions due to limits set by CIMB from time to time;
- 12.2.13. Your failure, neglect or omission to act in accordance with the terms and conditions of this Agreement and any other rules, regulations, policies and guidelines currently in force;
- 12.2.14. Any delay in the delivery or non-delivery of any documents or materials, whatsoever, under this Agreement;
- 12.2.15. Any event, the occurrence of which is beyond CIMB's reasonable control, including but not limited to fire, earthquake, flood, lightning, riots, strikes, lockouts, government action, war, disruption of electrical or power supply; or
- 12.2.16. Any Losses which is caused by third parties.
- 12.3. While CIMB shall make reasonable efforts to ensure that any product information, pricing and rates on their websites or the Channels are accurate and current, there may be instances where inaccurate or incomplete information, pricing or rate is inadvertently displayed. In the event such information, pricing or rate is incorrect or incomplete, CIMB shall have the right at their sole and absolute discretion, to refuse, avoid, nullify and/or cancel any orders placed and or any transaction effected in connection with the Transaction and any other transactions effected due to, arising from or as a consequence of the inaccurate or incomplete information. CIMB assumes no responsibility for any error or omission in the content of the said websites or Channels, and expressly disclaims liability for any Losses incurred due to such errors, inaccuracy misstatements or omissions.
- 12.4. So long as CIMB acts in good faith in acting upon or carrying out any Instructions, CIMB shall neither be responsible nor liable to you in any respect for any Losses caused by or arising from CIMB's execution or implementation of such Instructions or any matter arising there from.
- 12.5. Without prejudice to the generality of the foregoing and notwithstanding any provision to the contrary in this Agreement or in any other agreement between CIMB and you, CIMB shall not in any event be responsible or liable to you for any indirect or consequential Losses, or for punitive damages, whether arising from any breach of CIMB's obligations to you or otherwise.

13. DISCLOSURE OF INFORMATION

- 13.1. You hereby expressly authorize and permit CIMB to divulge, reveal and/or otherwise disclose any and all particulars and information relating to yourself or your Order or any transactions or dealings between you and CIMB:

- 13.1.1. To any of its subsidiaries, affiliates, business partners and/or any other persons to the extent necessary to complete, verify or restrict a transaction or Instruction;
 - 13.1.2. To comply with laws, regulations, government agencies and authorities in Malaysia and elsewhere including court orders and requests;
 - 13.1.3. To verify the existence and condition of your account(s) or transactions for a third party such as a credit bureau or merchant;
 - 13.1.4. To provide services to you or to offer other facilities, products and services unless you duly inform us otherwise;
 - 13.1.5. In connection with examination by banking authorities;
 - 13.1.6. Where you request or authorize CIMB to do so, whether in writing or otherwise;
 - 13.1.7. To protect and defend CIMB and its property; and
 - 13.1.8. To protect the interest of the public including but not limited to the detection of crimes and the apprehension of criminals.
- 13.2. Not in derogation of the provisions in Clause 13.1. above and subject to the provisions below which (i) prohibit disclosure of information to Group Companies if objected to by you; and (ii) require your express consent for disclosure of information to third parties for the stated purposes, you hereby agree and authorize CIMB to disclose to any of its agents, service providers, auditors, legal counsel, professional advisors, security providers and guarantors in or outside Malaysia and to companies within the group of CIMB as well as companies within the group of CIMB Group Holdings Berhad, CIMB's ultimate holding company ("the Group Companies") whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia any information relating to you, your affairs and/or any accounts maintained by you with CIMB for facilitating the business, operations, facilities and services of or granted or provided by CIMB and/ or the Group Companies to their customers.

Disclosure to Group Companies shall be for facilitating the operations, businesses, cross-selling and other purposes of CIMB and/ or the Group Companies provided always that disclosure for cross selling purposes shall not be effected if such disclosure is objected by you by contacting CIMB at the following telephone number or address (which may be changed by CIMB from time to time by notice to you): 19th Floor, Menara Bumiputra Commerce, 11 Jalan Raja Laut, 50350 Kuala Lumpur, Tel No.: 1300-880-900.

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

- 13.3. You authorize CIMB to procure any information from any person, organization, authority, company, corporate or unincorporated body or any other entity as CIMB may in good faith deem fit in connection with CIMB TravelCurrency and/or the Transaction and authorizes the disclosure by such person of any information required by CIMB.

13.4. In submitting to CIMB any application, Instructions or in placing or continuing with the Order, shall be deemed to have conferred upon CIMB in such application or by such conduct as the case maybe, your due authorization and permission for such disclosure in accordance with the terms hereof.

13.5. Though CIMB shall endeavor to ensure the security of your information which is transmitted through CIMB's systems you agree and acknowledge that CIMB does not make any warranties in respect of the same and you hereby accept the risk associated with the use of the internet medium including but not limited to the risk that all information transmitted through any of the Channels may be accessed by unauthorized third parties and accordingly, you shall not hold CIMB responsible or liable for any such unauthorized access, theft of information or any Losses resulting therefrom.

14. YOUR RESPONSIBILITY AND UNDERTAKINGS

14.1. You shall, at all times, be responsible for obtaining and using the necessary Internet service or browser and/or any other hardware and/or software necessary including any new and recent versions thereof, which is necessary for purchase of CIMB TravelCurrency at your own risk and expense.

14.2. You shall be responsible for the maintenance of any account that you may have with a network service provider for your access to the purchase of CIMB TravelCurrency and you hereby agree, acknowledge and understand that such access will, to that extent, be subject to the terms and conditions of your network service provider.

14.3. You agree and acknowledge that CIMB will not be held liable for your inability to purchase CIMB TravelCurrency or any termination or rejection of the Transaction, the incorrect processing of the Transactions as a result of your failure to maintain your account with your network service provider or your failure to obtain or use the necessary Internet browser and/or other hardware and/or software including but not limited to any failure to upgrade the relevant Internet browser and/or software or to use the new and recent versions of the same as may be required by CIMB.

14.4. You agree to observe all security measures in relation to the access to the purchase of CIMB TravelCurrency as specified in these Terms & Conditions and any other rules and regulations, policies or guidelines as may be in force in relation thereto.

14.5. You shall furnish CIMB with complete, accurate and timely data, information and Instructions in relation or in connection with any transactions and performance of any transactions.

14.6. You shall not initiate any claims, actions or suits against CIMB, for any unauthorized use of CIMB TravelCurrency or the Channels whether as a result of any of your internet or mobile or web based applications being compromised or otherwise including any of your internet user IDs or passwords or passcodes, or PIN numbers or codes or the like (“collectively, **Security Passwords**”) being compromised or otherwise.

14.7. You shall not interfere with the access to and use of Channels by other customers and you shall not use the Channels for any purpose other than conducting authorized

transactions pertaining to your own accounts. You shall also not hack, attempt to hack or gain unauthorized access, whether directly or indirectly, into the Channels, any other customer's account(s), for any purpose whatsoever.

14.8. You shall observe all reasonable propriety and etiquette in your communications with CIMB and shall not communicate any obscene or defamatory information to CIMB whether via the Channels or otherwise.

14.9. You shall keep yourself informed and updated of CIMB's relevant and applicable policies and practices and other terms applicable to CIMB TravelCurrency and/or the Channels.

15. VARIATION

15.1. CIMB reserves the right to change, modify, delete, amend, add or vary the terms and conditions of this Agreement from time to time but CIMB will, subject to Clause 15.4., give at least twenty one (21) calendar day's prior notice of any such additional or amended terms and conditions.

15.2. Such notice may be provided to you either in writing addressed to the last address given by you to CIMB or in the form of a notice displayed at CIMB's branches or in the form of a notice displayed on the screen on the Channels when or in such other manner as may be prescribed by CIMB from time to time.

15.3. If you choose to proceed with the Transaction after the effective date of any additional or amended terms and conditions, or where no effective date is specified, after a period of twenty one (21) calendar days upon your receipt of such notice, whether actual or deemed in accordance with Clause 16.2., then you shall be deemed to have accepted such additional or amended terms and conditions and agreed to be bound by the same.

15.4. You agree and acknowledge that where the changes or amendments made are necessitated by an immediate need to restore or maintain the security of the Channels or CIMB TravelCurrency CIMB may proceed with making such changes and amendments without notice to you.

16. NOTICES

16.1. Unless otherwise specified herein to the contrary, all notices and communications by CIMB in relation to CIMB TravelCurrency may be given by CIMB in any one of the following manners:-

16.1.1. By registered post to your last address in CIMB's records;

16.1.2. By ordinary post to your last address in CIMB's records;

16.1.3. By facsimile, e-mail or other forms of instantaneous communication to your last known contact number or e-mail address in CIMB's records;

16.1.4. By display at CIMB's premises, including those of its branches;

16.1.5. By display on the screen upon access to any of the CIMB Websites;

16.1.6. By any other manner as CIMB deems fit.

16.2. All notices and communications sent by CIMB to you, shall, unless otherwise specified herein or in the said notice or communication, be deemed to have been received and effective, as follows:-

16.2.1. If by registered post, upon acknowledgement of receipt;

16.2.2. 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;

16.2.3. If by facsimile, e-mail or other instantaneous communication, when despatched; and

16.2.4. If by display (whether at CIMB's premises or on the CIMB website) upon such display being made.

16.3. All notices and communications to CIMB shall unless specified herein, be in writing, signed by you and sent to CIMB, at CIMB's address as specified in Clause 19.6. or any other address as may be notified to you from time to time.

16.4. Subject to anything herein to the contrary, all notice(s) from you to CIMB shall take effect only upon CIMB (as the case may be) duly recording the same in its records.

17. TERMINATION

17.1. Subject to Clause 17.3., you agree and acknowledge that CIMB reserves the sole right and discretion to suspend, terminate or restrict your access to Service or any part thereof for any reason, by giving seven (7) days prior notice to you and without any liability whatsoever to you or any other third party for doing so.

17.2. Notwithstanding the generality of Clause 17.1., CIMB may terminate, suspend or restrict the Transaction or your access to the Channels immediately upon giving you notice, if:-

17.2.1. You breach any term, condition or provision of this Agreement or lay down by any legal, regulatory or other authority or body relevant hereto;

17.2.2. If you fail to pay any charges fees or charges or taxes when due;

17.2.3. If you have provided CIMB with false or incomplete information in connection with your purchase of CIMB TravelCurrency

17.2.4. If, in CIMB's opinion, it is in the public interest to do so;

17.2.5. If, in CIMB's opinion, it is required to facilitate investigation on matters pertaining to suspected fraudulent or unauthorized usage; or

17.2.6. If CIMB is notified and requested by any authority, including but not limited to Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities ("the relevant authorities") to

terminate, suspend or restrict your purchase of CIMB TravelCurrency regardless of whether the relevant authorities have the legal or valid authority to so request CIMB.

17.3. You further agree and acknowledge that where an Instruction and or Order was received by CIMB prior to such termination herein but has not been processed, and your purchase of CIMB TravelCurrency or the Transaction is thereafter terminated, you shall not hold CIMB responsible nor liable for any failure to process the said Instruction and or Order.

17.4. Any rights and obligations under this Agreement which by their term and sense would survive the termination of this Agreement in any way, shall continue to be in full force and effect thereafter. Any refunds of payments made after Termination shall be subject to the provisions of Clause 4. hereof.

18. CONFIRMATION AND ADVICE

18.1. Where CIMB sends or delivers to you any confirmation or advice in relation to the Transaction, you shall verify each and every such confirmation or advice and shall notify CIMB in writing or such other means as CIMB deems acceptable, of any error or omission in any such statement, confirmation or advice within fourteen (14) days from the date of the said statement, confirmation or advice. Where no such notice is received by CIMB within the said fourteen (14) days, all amounts and particulars contained in such statement, confirmation and advice shall as against you be deemed as true, correct and accurate and shall be conclusive evidence of the Transaction and your liability to CIMB.

19. GENERAL

19.1. The failure or delay on the part of CIMB in exercising any right, power, privilege or remedy under this Agreement upon any default on your part shall not impair any such right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence in such default. No waiver shall be valid unless made in writing by CIMB. Any waiver by CIMB shall not operate as a waiver of any subsequent default by you.

19.2. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provision shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

19.3. Notwithstanding from where you access the Channels or conduct your purchase of CIMB TravelCurrency, you agree and acknowledge that this Agreement shall be governed by and construed in accordance with the prevailing laws of Malaysia and subject to Clause 19.4., the Malaysian courts shall have exclusive jurisdiction to hear and determine all actions and proceedings arising out of this Agreement and accordingly, you also agree and acknowledge to be subject to the same.

- 19.4. Notwithstanding anything herein, you agree and acknowledge that you shall use all reasonable efforts to negotiate with CIMB in good faith and settle amicably any dispute that may arise out of or in relation to this Agreement. Where any such dispute cannot be resolved or settled amicably, you may refer such dispute to the Banking Mediation Bureau. If such mediation also fails to result in a settlement, the matter, at the election of either you or CIMB, may be submitted to a court of competent jurisdiction in Malaysia.
- 19.5. In the event of 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 herein shall prevail. Notwithstanding the aforementioned where request has been made by you and noted and acknowledged by CIMB in its records that the Bahasa Malaysia version of the Terms and Conditions herein shall govern the Service, then the Bahasa Malaysia version of these Terms and Conditions herein shall prevail.
- 19.6. All feedback and/or complaints related to this Service may be made to CIMB Bank's Customer Resolution Unit bearing the following address, telephone, facsimile numbers and email address (or bearing such other address, telephone, facsimile numbers and e-mail address which CIMB may change by notification to you): Customer Resolution Unit, Level 19, Menara Bumiputra-Commerce, 11 Jalan Raja Laut, 50350 Kuala Lumpur
Tel: 1-300-880-900 / Fax: 603-2691 3248 / CRU@cimb.com.