

CIMB@WORK TERMS AND CONDITIONS

1. Definitions

- a. "CIMB Bank" means CIMB Bank Berhad.
- b. "CIMB Islamic Bank" means CIMB Islamic Bank Berhad.
- c. "CIMB@Work Terms and Conditions" means the terms and conditions set out below.
- d. "CIMB@Work Customer" means an individual who has fulfilled the CIMB@Work eligibility requirements set by CIMB Bank and who has been accepted by CIMB Bank as a CIMB@Work Customer.
- e. "CIMB@Work Payroll and Banking Solutions Package" means a payroll and banking solutions package offered by CIMB Bank to companies to enable the crediting of the companies' staff salaries into the staff's salary accounts via CIMB Bank/CIMB Islamic Bank's BizChannel@CIMB or CIMB Autopay Diskette File Transfer platform.
- f. "CIMB@Work Features, Benefits & Rewards" means features, benefits and rewards on products and services offered by CIMB Bank herein or which may be offered by CIMB Bank from time to time exclusively to CIMB@Work Customer.
- g. "CIMB Rewards Programme" means a rewards programme designed by CIMB Bank/CIMB Islamic Bank for customers to enable customers redeem their bonus points.
- h. "Business Current Account" means a Current Account of a Sole Proprietor, Partnership, Private and Public Limited Companies, Clubs/Associations/Societies maintained with any banks.
- i. "Bonus Points" means points awarded to CIMB@Work Customers in relation to product enrolment, product usage as well as monthly product sign-up.
- j. "Payroll Account" means a savings or current account of CIMB@Work Customers maintained with CIMB Bank/ CIMB Islamic Bank.
- k. "POS enabled Debit Card" means a CIMB Bank/CIMB Islamic Bank Debit MasterCard that may be used to perform Point of Sale (POS) transactions via the MasterCard network.

2. CIMB@Work Eligibility

To be eligible for consideration by CIMB Bank as a CIMB@Work Customer, the customer must fulfill the following criteria:

- 2.1 If the customer is an employee of a company which has signed up for CIMB@Work Payroll and Banking Solutions Package, he/she must either:-
 - i. Have his/her monthly payroll crediting into a CIMB Bank or CIMB Islamic Bank Current or Savings Account; OR
 - ii. Have had a minimum of one (1) month payroll crediting into the Payroll Account.
- 2.2 If the customer is not an employee of a company which has signed up for CIMB@Work Payroll and Banking Solutions Package, he/she must:-
 - i. Have his/her monthly payroll crediting into a Payroll Account for six (6) consecutive months. Such payroll crediting must be transacted from a Business Current Account directly into the Payroll Account by means of intrabank or interbank payments. Payments via cash, cheques and manual payment methods are not eligible.

CIMB Bank's records of CIMB@Work Customer(s) shall be deemed final and conclusive and the acceptance and continuance as a CIMB@Work Customer will be entirely at the discretion of CIMB Bank.

3. CIMB@Work Features, Benefits & Rewards

3.1 CIMB Bank may at any time and from time to time offer features, benefits and rewards on products or services offered to CIMB@Work Customer(s). The full list of the features, benefits and rewards can be viewed at CIMB Bank/CIMB Islamic Bank's website at www.cimbbank.com.my or www.cimbislamic.com.my

3.2 CIMB Bank reserves the right upon giving prior notice of twenty one (21) calendar days set or imposes further terms and conditions in relation to the CIMB@Work Features, Benefits & Rewards. The CIMB@Work Terms and Conditions shall be subject to the application of the terms and conditions of the relevant or respective products or services which are separate from the terms and conditions herein. All product benefits allocated as part of the CIMB@Work Features, Benefits & Rewards must be read in conjunction with the terms and conditions governing the respective product or services.

3.3 The CIMB@Work Customer(s) must comply with the terms and conditions in relation to the CIMB@Work Features, Benefits & Rewards or any further terms and conditions which CIMB Bank/CIMB Islamic Bank may further from time to time set in accordance with Clause 3.2 before the CIMB@Work Customer(s) are permitted to enjoy the relevant CIMB@Work Benefits, Privileges & Rewards.

3.4 CIMB Bank reserves the right to revise, modify, suspend, cancel, terminate or withdraw the CIMB@Work Features, Benefits & Rewards in whole or part, by giving the CIMB@Work Customer(s) prior notice of twenty one (21) calendar days. For the avoidance of doubt, any termination, cancellation, amendment, modification, revision, restriction or suspension of all or any of the CIMB@Work Features, Benefits & Rewards shall not entitle the CIMB@Work 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@Work 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.

4. Bonus Points

4.1 All CIMB@Work Customers are eligible to redeem Bonus Points under the CIMB Member Rewards Programme, which can be accessed from CIMB Bank/CIMB Islamic Bank's website at www.cimbbank.com.my or www.cimbislamic.com.my

4.2 To be eligible to earn Bonus Points, the CIMB@Work Customer must comply with the following:-
(i) has a valid POS Enabled Debit Card; and
(ii) his/her entitlement to enjoy or use the CIMB@Work Features, Benefits & Rewards in accordance with the terms and conditions herein have not been terminated.

4.3 The CIMB@Work Customers shall be entitled to earn Bonus Points upon product sign-up and product usage in accordance with Section 3 of the Member Rewards Catalogue under the CIMB Member Rewards Programme, which can be accessed from CIMB Bank/CIMB Islamic Bank's website at www.cimbbank.com.my or www.cimbislamic.com.my

5. Termination

5.1 The CIMB@Work Features, Benefits, & Rewards of a CIMB@Work Customer shall be deemed terminated upon occurrence of any of the following events:

- a. Discontinuation of monthly payroll crediting into the CIMB@Work Customer's Payroll Account for four (4) consecutive months; or
- b. Resignation, termination, or cessation of employment of the CIMB@Work Customer resulting in the discontinuation of monthly payroll crediting as mentioned in Clause 5.1a; or
- c. Withdrawal by the CIMB@Work Customer's employer from payroll crediting via BizChannel@CIMB or CIMB Autopay Diskette File Transfer resulting in the discontinuation of monthly payroll crediting as mentioned in Clause 5.1a.

5.2 Notwithstanding Clause 5.1, CIMB Bank reserves the right to suspend or terminate the CIMB@Work Customer's entitlement to enjoy or use the CIMB@Work Features, Benefits & Reward upon giving prior notice of twenty one (21) calendar days to the CIMB@Work Customer.

5.3 Upon termination mentioned in Clause 5.1 and 5.2, the CIMB@Work Customer shall immediately cease to enjoy or use all features, benefits and rewards offered under the CIMB@Work Features, Benefits & Rewards.

5.4 CIMB Bank shall not, under any circumstances, be held liable for any loss or damage suffered or incurred by the CIMB@Work Customer or any other party, in respect of (i) the CIMB@Work Customer's enjoyment and/or non-enjoyment and usage and/or non-usage of the CIMB@Work Features, Benefits & Rewards; (ii) CIMB Bank's action in terminating or suspending the CIMB@Work Customer's entitlement to enjoy or use of the CIMB@Work Features, Benefits & Reward unless the same is caused by CIMB Bank's willful default or gross neglect.

6. Important Notices

6.1 The CIMB@Work Customer(s)' enjoyment and usage of the CIMB@Work Features, Benefits & Rewards shall be deemed as the CIMB@Work Customer's agreement to the CIMB@Work Terms & Conditions and the CIMB@Work Customer(s) agree that the decision of CIMB Bank in relation to every aspect of the CIMB@Work Features, Benefits & Rewards shall be final, binding and conclusive.

6.2 The CIMB@Work Customer(s) 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 or www.cimbislamic.com) and the clauses herein, as may relate to the processing of the CIMB@Work Customer(s)' personal information. For the avoidance of doubt, the CIMB@Work Customer(s) agree that the said Privacy Notice shall be deemed to be incorporated by reference into the Terms and Conditions herein.

6.3 The CIMB@Work Customer(s) agree that they shall not hold CIMB 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@Work 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, 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 reasonable control.

- 6.4 CIMB 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@Work Terms & Conditions. Notification to CIMB@Work Customer(s) in respect of the Amendment shall be effected at CIMB Bank’s absolute discretion through any one of the following means of communication, namely, by ordinary mail to the CIMB@Work Customer(s) last known address or by posting a notice regarding the Amendment at each of CIMB Bank’s branches or by effecting an advertisement regarding the Amendment in one newspaper of CIMB Bank’s choice, or via CIMB Bank/CIMB Islamic Bank’s website or in any other mode as CIMB Bank deems fit and the Amendment shall be deemed as binding on the CIMB@Work Customer as from the date of notification of the Amendment or from such other date as may be specified by CIMB Bank in the notification.
- 6.5 The CIMB@Work Terms And Conditions, as the same may be amended from time to time pursuant to Clause 6.4, shall prevail over any provisions or representations contained in any advertising or promotional materials pertaining to the CIMB@Work Features, Benefits & Rewards.
- 6.6 Time shall be of the essence but CIMB Bank 's failure in exercising or delay in exercising or enforcing its rights, powers, privileges or remedies against the CIMB@Work 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's rights to subsequently act strictly in accordance therewith.
- 6.7 The illegality, invalidity or unenforceability of any CIMB@Work Terms and Conditions shall not affect the legality, validity or enforceability of any other CIMB@Work Terms and Conditions herein.
- 6.8 CIMB@Work 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 CIMB@Work Customer agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.
- 6.9 Notwithstanding anything herein, CIMB Bank's rights and entitlement under this CIMB@Work Terms and Conditions shall continue to remain in force and effect and shall survive any termination or suspension of the CIMB@Work Features, Benefits & Rewards by CIMB Bank.
- 6.10 The CIMB@Work Terms and Conditions herein shall continue to be valid and binding notwithstanding any merger, amalgamation, transfer or assignment of business, operations, assets or liabilities of CIMB Bank or any change in CIMB Bank or any company by which the business of CIMB Bank may for the time being be carried on.
- 6.11 The CIMB@Work Terms and Conditions herein stated shall be in addition to and not in derogation of any specific arrangement with regards to the use or enjoyment of the CIMB@Work Features, Benefits & Rewards now or hereafter subsisting between CIMB Bank and the CIMB@Work Customer or any terms and conditions as may be specified in any letter or notice given by CIMB Bank to the CIMB@Work Customer from time to time.

- 6.12 The CIMB@Work Terms and Conditions herein shall be binding upon the heirs, personal representatives and successors-in-title of CIMB Bank and the CIMB@Work Customer respectively and the rights and obligations of the CIMB@Work Customer herein cannot be assigned for any reasons whatsoever.
- 6.13 The CIMB@Work Terms and Conditions herein 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 CIMB@Work Customer maintained with CIMB Bank/CIMB Islamic Bank.
- 6.14 Unless otherwise specified herein to the contrary, all notices and communications by CIMB Bank in relation to CIMB@Work Privileges & Rewards may be given by CIMB Bank in any one of the following manners:-
- a. By A.R registered post to the CIMB@Work Customer's last address in CIMB Bank/CIMB Islamic Bank 's records;
 - b. By ordinary post to the CIMB@Work 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@Work 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 's premises, including those of its branches;
 - e. By display on the screen upon access to CIMB Bank/CIMB Islamic Bank's web site(s) at www.cimbbank.com or www.cimbislamic.com
 - 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:-

- a. If by A.R registered post; upon receipt of a duly signed A.R card;
 - b. 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;
 - c. If by facsimile, e-mail or other instantaneous communication, when despatched; and
 - d. If by display (whether at CIMB Bank/CIMB Islamic Bank's premises or on CIMB Bank/CIMB Islamic Bank's website) upon such display being made.
- 6.15 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.
- 6.16 In the event of any inconsistency, conflict, ambiguity or discrepancy between the English version or any other versions of the CIMB@Work Terms and Conditions herein, the English version shall prevail. Notwithstanding the aforementioned, where request is made by CIMB@Work Customer for the Bahasa Malaysia version of the CIMB@Work Terms and Conditions and it is noted and acknowledged by CIMB Bank in its records that the Bahasa Malaysia version of the CIMB@Work Terms and Conditions shall govern the CIMB@Work Features, Benefits & Rewards, then the Bahasa Malaysia version of the CIMB@Work Terms and Conditions shall prevail.

6.17 In the event of any complaints relating to enrollment as a CIMB@Work Customer and/or any other matters relating to the CIMB@Work Features, Benefits & Rewards, CIMB@Work Customer may contact CIMB Bank/CIMB Islamic Bank's 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@Work Customers):

Contact No. : 03-6204 7788
Email Address : cru@cimb.com
Address : Customer Resolution Unit (CRU)
CIMB Bank Berhad, Level 19,
Menara Bumiputra-Commerce,
11 Jalan Raja Laut, 50350 Kuala Lumpur.
Fax No. : 03-2691 3248

6.18 In the event there are any enquiries, please visit any of CIMB Bank/CIMB Islamic Bank's branches nationwide, or contact CIMB Bank/CIMB Islamic Bank's Contact Centre: 03-6204 7788.