

# CIMB BANK BERHAD / CIMB ISLAMIC BANK BERHAD

## CIMB PHONE BANKING SERVICE

### TERMS AND CONDITIONS

#### 1. DEFINITIONS

- 1.1 “**Account**” means any Account or Accounts maintained with the Bank to which the Terms and Conditions spelt out herein are applicable when using CIMB Phone Banking Services.
- 1.2 “**Bank**” means CIMB Bank Berhad and CIMB Islamic Bank Berhad (hereinafter referred to as the ‘Bank’), inclusive of their successors in title and assigns.
- 1.3 “**CIMB Phone Banking Service (hereinafter referred to as the ‘Service’)**” means services offered by the Bank that allows Customers, whether Call Agent assisted or unassisted, to conduct prescribed banking transactions using telephone or any telecommunication device..
- 1.4 “**Customer**” means any individual or a group of individuals or recognized entity or entities who maintain an Account with the Bank and subscribes for this Service.
- 1.5 “**Customer Reference ID**” means the Customer Reference Identification Number, which the Bank has assigned to the Customer for the purposes of identifying the Customer when the Customer accesses the Service.
- 1.6 “**Call Agent**” means an employee, or representative of the Bank who will assist the Customer who accesses the Service and issues instructions via telephone / telecommunication device to perform prescribed banking transactions.
- 1.7 “**Instructions**” means any request, authorization or application in whatever form, substance and manner acceptable to the Bank and which are made in accordance with the procedures and requirements pursuant to the Service, irregardless of whether the instruction(s) is given by the Customer or by the authorised representative or by any person using or providing to the Bank the Customer Reference ID and T-PIN regardless whether such person is authorized by the Customer .
- 1.8 “**Security Details**” include but not limited to Customer Reference ID, T-PIN and security questions. The Bank may request Customer to answer a set of security questions when calling in to access the Service. These security questions shall vary from time to time at the sole and absolute discretion of the Bank.
- 1.9 “**T-PIN**” means a unique random Telephone Personal Identification Number assigned to a Customer who subscribes for the Service. The unique T-PIN allows the Customer to call in and access unassisted prescribed banking transactions offered in the Service.
- 1.10 “**Transaction**” means banking transactions that is acceptable and allowed by the Bank and capable of being transacted on the phone and includes deposits, withdrawal, balance inquiry, fund transfer, bill payment, request for statements and cheque book and such other banking transactions as the Bank may from time to time introduce.

#### 2. USE OF THE SERVICE

##### 2.1. Use of the Service in general

- 2.1.1. When the Customer applies to subscribe to the Service to access the Customer’s Account, the Bank may at its sole discretion approve the application and assign a Customer Reference ID and T-PIN which the Bank shall thereafter notify the Customer.
- 2.1.2. The Customer agree and undertake to be bound by and to comply with any and all of the Bank’s procedures, requirements, restrictions, instructions or any condition the Bank may introduce from time to time with regards to the use of this Service.

##### 2.2. Use of Customer Reference ID and T-PIN

- 2.2.1. The Customer is required to key in the Customer Reference ID and T-PIN each time when accessing or using the Service.
- 2.2.2. When accessing or using the Service for the first time, Customer is required to change or select the T-PIN by following automated instructions over the telephone or telecommunication device.
- 2.2.3. The Customer may, at the Bank’s discretion be required to successfully answer certain security questions before being allowed to continue with the Transaction. .
- 2.2.4. The Bank shall be entitled at the Bank’s absolute discretion to cancel the use of the Customer’s Reference ID and/or T-PIN and/or withdraw, restrict, suspend, vary or modify Service (whether in whole or in part) at any time upon giving reasonable notice and the Bank shall not be liable to the Customer for any loss or damage as a result thereof and shall not be held liable or responsible for any loss or damage that the Customer may suffer as a result of such invalidation or cancellation.

##### 2.3. Effect of Instructions

- 2.3.1. The Customer authorizes the Bank to accept, follow and act upon all instructions upon the Customer being identified and/or verified through the Customer Reference ID and T-PIN including Instructions relating to additional products and services to be made available to the Customer or any other third party subject to terms and conditions relating to the products and the Bank shall not be liable for acting upon such instructions in good faith.
- 2.3.2. Any instruction issued using the T-PIN to access the Service shall be deemed binding on the Customer, irrespective whether such Instruction was issued by the customer personally or by any other person irregardless of whether such person was authorized by the Customer.
- 2.3.3. As part of the Bank's security measure, all conversations are recorded and Customer hereby gives his or her consent for the recording and further agrees that such recording are to be regarded as final, conclusive and binding on the Customer.
- 2.3.4. The Bank is entitled to commence processing and execute on the next business day any Instructions received by the Bank within or during non-banking hours.
- 2.3.5. The Bank shall neither be liable for acting upon such Instructions nor be obliged to investigate the authenticity of such Instructions or verify the accuracy and completeness of such Instructions. Such Instructions shall be deemed irrevocable and binding upon the Customer upon the Bank's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such Instructions. The Bank shall be entitled but shall not be obliged to verify any Instructions given via the Service by contacting the Customer by telephone or through any other means.

#### **2.4. Security of Customer Reference ID and T-PIN**

- 2.4.1. The Customer shall not reveal the Customer Reference ID and/or T-PIN to any other party and shall take all necessary steps to prevent disclosure of the Customer Reference ID and/or T-PIN to any other party.
- 2.4.2. In the event the Customer's Customer Reference ID and/or T-PIN is disclosed to any other person or compromised in any manner, the Customer shall immediately change the T-PIN. The Customer shall take all reasonable precautions to prevent the unauthorised and fraudulent use of the Customer Reference ID and/or T-PIN. These include:
  - (a) NEVER DISCLOSE, whether verbally, in writing or in any other form, the Customer Reference ID and/or T-PIN to any other person, including the Bank's staff; and
  - (b) Notify the Bank immediately in the event the Customer is aware or have reason to suspect that the Customer Reference ID and/or T-PIN may have been disclosed, compromised or misused;
- 2.4.3. In respect of any alleged unauthorized transaction being effected under the Customer's Account, the Customer shall be required to cooperate with the relevant authorities and/or the Bank in relation to the investigation and/or any proceedings relating thereto.

### **3. THE SERVICE AND THE BANKING SERVICES**

#### **3.1. Availability of the Service**

- 3.1.1. The Customer acknowledges that the Service is provided on "as is" and "as available" basis only and that time periods during which the Service may be available are subject to change.
- 3.1.2. The Bank does not warrant that the Service will be available on an uninterrupted basis.
- 3.1.3. The Bank shall be entitled to at any time, at the Bank's discretion and upon giving reasonable notice, to temporarily suspend the operations of the Service for routine updating, maintenance and upgrading purposes, and/or any other purposes the Bank deems fit. In such event, the Bank shall not be liable for any loss, liability or damage which may be incurred as a result thereto.

#### **3.2. Alteration and Limits to the Service/Banking Services**

- 3.2.1. The Bank shall be entitled to, at any time and from time to time upon giving reasonable notice to:
  - a) add to, alter, suspend, vary or remove any of the Service, in whole or in part without giving any reason and without incurring any liability, and/or
  - b) add to, alter, suspend, vary or remove any of the Service, including without limitation the right to set, vary or cancel limits for any transaction types, facilities, services and products that may be carried through the Service, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability period.

#### **3.3. Charges, Fees and Right of Debit**

- 3.3.1. The Bank reserves the right to impose, set and/or modify the fees and charges payable by the Customer for use of the Service upon giving reasonable notice. The Customer agrees to pay all fees and charges for the use of the Service imposed by the Bank from time to time.

- 3.3.2. The Customer acknowledges that the Bank reserves the right to vary the fees and charges from time to time by giving the Customers 30 days' prior notice. The Customer authorises the Bank to debit such fees and charges incurred by the Customer for the use of the Service from any Account (whether single or joint) which the Customer have with the Bank upon the Bank giving reasonable notice of its intention to debit to the Customer.
- 3.3.3. The Bank may upon giving reasonable notice combine or consolidate the Account with any other accounts maintained with the Bank to set off or transfer any sums standing to the credit of any such account on sums owing to the Bank towards the satisfaction of any or all liabilities to the Bank in respect of the Account or in respect of any other accounts, whether such liabilities be actual, contingent, primary, collateral, several or joint. The Bank's right hereunder shall not be affected by the bankruptcy, insanity or death of the Customer.
- 3.3.4. The Customer further agrees that:
- (a) all fees and charges etc payable shall be in Malaysian Ringgit; and
  - (b) the Customer shall pay any goods and services tax or any other taxes, levies or charges whatsoever (collectively "the Taxes") now or hereafter imposed by law or required to be paid in respect of any monies payable on or in respect to the Service or pertaining to the Customer's Instructions or any Transactions carried out pursuant to this Agreement and the Customer shall reimburse the Bank for any such payment by the Bank which reimbursement shall be made in the same manner and together with the fees or charges to which the Taxes relate.

#### **3.4. Joint Account(s)**

- 3.4.1. If the Customer is a joint Account holder and the Bank had extended the Service to such joint Account, it is hereby agreed that the the Customer and the Customers' other joint Account holder(s) shall be jointly and severally liable to the Bank for any Instructions given and for any Transactions effected or performed or processed through the Service whether such Instructions is given by the Customer or by any such person regardless of whether such person has been authorized by the Customer or the Customer's other joint Account holders.
- 3.4.2. In the event of death of the Customer or any one of the joint Account holders, the Bank is entitled to accept the Instructions and authority of the surviving Account holder(s) to continue to provide the Service. The Bank shall be entitled to terminate provision of the Service in the event of termination by operation of law or where termination notice is served on the Bank by the Customer or by any one or more of the Customer's other joint Account holder(s).
- 3.4.3. The Bank shall be entitled to act on any Instructions received from any joint Account holder singly or jointly. In the event of any conflicting, contradictory or inconsistent Instructions given by joint Account holders, the Bank may at its absolute discretion choose to act only on the Instructions of all the joint Account holders.
- 3.4.4. It is further agreed that the Transaction which may be performed by the Customer under the Service in relation to the joint Account may exclude one or more of the prescribed banking transactions as shall be notified by the Bank to the Customer.

#### **4. SUSPENSION OR TERMINATION OF CIMB PHONE BANKING SERVICES**

- 4.1. The Bank may at its sole discretion, at any time, upon giving reasonable notice to the Customer, immediately discontinue, suspend or terminate the Service (or any part thereof) or the Customer's right to access and use the Service.
- 4.2. The Bank may also, at the Bank's sole and absolute discretion, impose conditions on the suspension including the period of suspension and terms and conditions for reinstatement of the Service and the requirements before any reinstatement is made.
- 4.3. The Customer may by written notice request to terminate access to the Service.
- 4.4. Upon termination of the Service, the Bank shall not be obligated to act upon any of the Customer's Instructions, including Instructions that has yet to be implemented by the Bank, whether such Instructions were received before or after the date of receipt of the Customer's notice of termination. Termination or suspension by the Bank of the Service under the Terms and Conditions herein shall not entitle the Customer to any claims or compensation against the Bank for any and all loss or damage suffered or incurred by the Customer as a direct or indirect result of the act of termination or suspension by the Bank.

#### **5. INDEMNITY AND DISCLAIMER**

- 5.1. The Customer shall at all times and from time to time indemnify the Bank from and against all actions, proceedings, claims and demands which may be brought or made against the Bank and all losses, costs, charges, damages, and expenses which the Bank may incur or sustain or for which the Bank may become liable to any other person by reason of the Bank having accepted telephone instructions from the Customer or purportedly from the Customer and notwithstanding that any such instructions may not have been authorised by the Customer.
- 5.1.1. The Service is provided "as is" without any warranties, conditions, guarantees or representations. The Bank disclaims all warranties, conditions, guarantees and representations express or implied, with respect to the Service, including but not limited to any implied warranties for a particular purpose, warranties against latent defect and non-infringement and those warranties and conditions arising by statute or otherwise in law or from the course of dealing or usage of trade.
  - 5.1.2. The Customer assumes the entire risk as to the quality and performance of the Service. Without limiting the foregoing, the Customer assumes the entire risk of corruption of any software or malfunction of any equipment used in respect of the Service.

- 5.1.3. Neither the Bank nor its employees or agents represents or warrants that the Service will meet any of the Customer's particular requirements, or that they are or will operate error-free, without viruses, or uninterrupted or that defects in the Service will be corrected.

## **6. LIMITATION OF LIABILITY**

6.1. The Bank shall not be liable to the Customer for:

- 6.1.1. any claim attributable to negligence, errors, omissions, or other inaccuracies whatsoever in the CIMB Phone Banking Service
- 6.1.2. any incidental, consequential, or indirect damages (including but not limited to, damages for loss of profits, economic loss, business interruption, loss of programs or information, and the like), cost, claim, liability, expense, demand or damage (whether direct, indirect, special, punitive or consequential arising out of:-
- 6.1.2.1. the use of and/or inability to access the Service or inability to perform any one of the Transactions;
- 6.1.2.2. any disclosure (inadvertent or otherwise) of any information concerning the Customer or for any error, omission or inaccuracy with respect to any information so disclosed);
- 6.1.2.3. any loss of information howsoever caused whether as a result of any interruption, malfunction, suspension or termination of the Service or otherwise, or for the contents, security, accuracy or quality of information available, received, processed or transmitted through the Services.
- 6.1.3. any compliance or non-compliance of the Customer's Instructions; and
- 6.1.4. the provision of any value-added goods and/or services made available by of any third party in conjunction with the Service.

The above exclusion of liabilities stated at Clause 6.1 shall apply and remain even if the Bank or its authorised representatives have been advised of the possibility of such damages or for any claim by any other person whatsoever.

- 6.2. The Customer shall indemnify and hold harmless the Bank from any and all loss, damages, expenses and claims, including any indirect, consequential, accessory, special or punitive damages, resulting from the use of, or from the unavailability or malfunction of the Service, or from any use of or reliance on any information received or expected to be received through the use of the Service, or for any Transaction which cannot be completed or which is delayed or corrupted as a result of the unavailability or malfunction of the Service or for the actions or conduct of other users or third parties, including without limitation of the loss of profit, income, revenues, software, data or goodwill, even if advised of the possibility of such damages.
- 6.3. The Customer agrees that in no event or circumstances will the Bank or any directors, officer, employees or shareholders of the Bank or technology suppliers be liable for any damages whatsoever, including indirect, consequential, accessory, special or punitive damages, arising out of or related to the Service or these Terms and Conditions.
- 6.4. The Customer must ensure adequacy and sufficiency of funds to enable the Bank to carry out the telephone instructions and the Bank shall not be liable in failing to carry out the Customer's Instructions due to inadequacy of funds in the Account and the Bank shall under no obligation to inform the customer of inadequacy of funds in the accounts to carry out the Instructions.
- 6.5. The Customer shall ensure the correctness of the Account details and the Bank shall not be liable to carry out any Instructions arising from incorrect or inaccurate Account details.
- 6.6. The Customer acknowledges that the Instructions may not be processed on the same day or immediately by the Bank and will be effected within reasonable time and the Bank shall not be liable for any delay in processing the Instructions (if any).

## **7. SEVERABILITY**

- 7.1. If any provision herein is found to be invalid or unenforceable, such provision shall, to the extent of such invalidity or unenforceability, be severed from these Terms and Conditions and enforced only to the extent permitted by law. The other provisions of these Terms and Conditions shall remain in full force and effect.

## **8. GOVERNING LAW AND JURISDICTION**

- 8.1. The Terms and Conditions herein shall be subject to and be governed by and construed in accordance with the laws of Malaysia. The Customer submits to the exclusive jurisdiction of the Courts of Malaysia.

## **9. RULES AND REGULATIONS OF REGULATORY BODIES**

- 9.1. The availability of the Service now or hereafter from time to time offered by the herein, shall, where applicable, be subject to the rules, regulations and guidelines of Bank Negara Malaysia and other relevant bodies whether or not such rules, regulations or guidelines have the force of law. The Bank reserves the right to alter, delete, amend or vary the terms and conditions herein (without any liability to the Customer) upon giving reasonable notice in such manner as to be consistent with the rules, regulations and guidelines of Bank Negara Malaysia and other relevant bodies whether or not such rules, regulations or guidelines have the force of law and to effect such alteration, deletion, amendment or variation in accordance with clause 9 herein.

## 10. NO ASSIGNMENT BY CUSTOMER

10.1. The Bank may, upon giving reasonable notice, delegate or sub-contract any rights or obligations under this Agreement to any other third party.

## 11. TERMS OF BANKING SERVICES

11.1. In addition to these terms and conditions, the Customers agree that all other terms and conditions applicable to the Banking Services or other arrangements between the Bank and the Customers ("Terms of Banking Services") will continue to apply in full force and effect. In the event of any inconsistency between the terms and conditions hereunder and the Terms of Banking Services, the Terms of Banking Services shall prevail in so far as the inconsistency relates to the Banking Service in question

## 12. WAIVER

12.1. No forbearance, delay or indulgence by the Bank in enforcing the provisions of this Agreement shall prejudice or restrict the rights of the Bank nor shall any waiver of the Bank's rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for the Bank is exclusive of any other right, power or remedy available to the Bank and each such right, power or remedy shall be cumulative, unless where otherwise expressly stipulated in this Agreement.

## 13. NOTICE

13.1 Any notices given under these Terms and Conditions shall be in writing, via electronic means or by display at the Bank's business premises and websites.

## 14. COMPLAINTS AND ENQUIRES

14.1 Any complaints by the Customer relating to the Services shall be directed to the Bank's Customer Resolution Department bearing the following address, telephone, e-mail and facsimile number:

Contact No.	:	03-6204 7788
E-mail Address	:	<a href="mailto:cru@cimb.com">cru@cimb.com</a>
Address	:	CIMB Bank Berhad, Level 17, Menara Bumiputra-Commerce, 11, Jalan Raja Laut, 50350 Kuala Lumpur
Fax No.	:	03-2691 3248

14.2 In the event there are any enquiries, Customer may visit any of the Bank's branches.