



## Terms and Conditions Governing Corporate E-Alerts

1. By completing and submitting Corporate E-Alerts Application Form or such other form of application acceptable to CIMB Bank Berhad, Singapore Branch (the "Bank") from time to time, a customer ("Customer") requests and authorises the Bank to send specified information by e-mail and/or SMS to the designated persons at the e-mail address and/or phone number indicated in the application form.
2. The scope and features of Corporate E-Alerts service shall be as determined or specified by the Bank from time to time. The Bank shall be entitled to modify, expand or reduce Corporate E-Alerts service at any time and from time to time without notice as the Bank may deem fit without assigning any reason therefore.
3. Any notification provided by the Bank under Corporate E-Alerts service shall be transmitted or otherwise made available to the Customer at such times as the Bank may reasonably deem fit.
4. The Bank may contract with one or more third parties to provide, maintain or host Corporate E-Alerts service. The Customer acknowledges that, in providing Corporate E-Alerts service, the Bank will have to release and transmit the Customer's information (including information relating to the Customer's account(s) with the Bank) to such third parties. The Customer hereby agrees and consents to such release and transmission of its information to such third parties. The Customer further acknowledges that its information may be placed and stored in servers outside the Bank's control and agrees that the Bank shall have no liability or responsibility for such storage. The Bank is not responsible for any applicable charges and fees imposed by the third parties. Without prejudice to the generality of the Customer's consent to disclose the Customer's information to third parties to provide, maintain or host Corporate E-Alerts service as contemplated herein, the Customer also consents to the Bank disclosing all the information in the e-mail and/or SMS and pursuant to lawful requests or in compliance with applicable laws or when the Bank believes it is necessary to comply with law to protect its interests or property to prevent fraud or other illegal activity perpetrated through the e-mail and/or SMS.
5. A notification under Corporate E-Alerts service shall be considered to be sent by the Bank upon the broadcast of the notification by the third party to the contact particulars designated by the Customer for the purposes of Corporate E-Alerts service, regardless of whether such notification is actually received by the Customer. The Bank does not guarantee receipt of any notification under Corporate E-Alerts service by the Customer and the Customer understands and agrees that the Customer's use of the Corporate E-Alerts service is at the Customer's own risk.
6. The Customer acknowledges and agrees that the sending of any notification and/or the Customer's receipt of any notification may be delayed or prevented by factor(s) beyond the Bank's control.
7. The Bank is not liable for any loss, damage, expenses or fees that may arise, directly or indirectly, from (a) the non-delivery of a notification; (b) delayed delivery of a notification; (c) misdirected delivery of a notification; (d) non-receipt of a notification; (e) receipt of a notification by any unauthorised third party; and/or (f) incomplete or inaccurate content in a notification.
8. Each notification sent to a Customer is not encrypted and may include details pertaining to the Customer's transaction(s). The Customer will be responsible for the security of the device to which the notification is sent. The Bank will not be liable in any way to any party should any notification be viewed or accessed by persons other than the relevant Customer.
9. In the event that the Customer receives an e-mail and/or SMS which is not intended for the Customer, the Customer shall immediately notify the Bank, and shall upon notification to the Bank, delete, destroy and expunge from the Customer's records such e-mail and/or SMS. In addition, the Customer shall not use the information contained in the e-mail and/or SMS for any purpose.
10. The use of the Corporate E-Alerts service does not:
  - (a) free the Customer from responsibility in safeguarding the security and authorised use of his accounts with the Bank;
  - (b) entail that the Bank will automatically be liable for any unauthorised transaction on an account; and
  - (c) (if applicable) automatically entitle the Customer to the lost/stolen card liability. Customer is still required to comply with the lost/stolen card liability terms and conditions in accordance with the operation of the account.
11. The Customer shall notify the Bank immediately of any change in its contact particulars designated by the Customer for the purposes of Corporate E-Alerts service. Where the Customer fails to inform the Bank of such change, the Bank shall not be responsible for any loss, damage or other consequence which the Customer may suffer as a result of any notification being sent to the Customer's latest designated contact particulars in the Bank's records.
12. All references to a time of day in any notification sent by the Bank under Corporate E-Alerts service are to Singapore time (unless otherwise specified by the Bank).
13. All notifications under Corporate E-Alerts service shall be from the Bank to the Customer only and the Customer should never attempt to communicate with the Bank by directing any communication to the sender's contact number, address or other particulars which may be indicated on the notification.
14. The Customer agrees that the Bank, its directors, officers, employees and agents are not responsible for any losses or damages, including legal fees, that may arise, directly or indirectly, in whole or in part, from: (a) the non-delivery, delayed delivery, or the misdirected delivery of a notification under Corporate E-Alerts service; (b) any inaccurate or incomplete content in a notification under Corporate E-Alerts service; or (c) the reliance by the Customer on or use of the information provided in a notification under Corporate E-Alerts service for any purpose.

15. The Bank shall cease to provide Corporate E-Alerts service (a) if these terms and conditions are not complied with; (b) if the bank account is closed; (c) upon written request of the Customer; (d) in the event of improper operation by the Customer; or (e) at its own discretion.
16. The Bank reserves the right to amend, revoke, vary or add to the terms and conditions of Corporate E-Alerts service or terminate this Corporate E-Alerts service in its absolute discretion at any time without any liability and such changes shall be binding on Customers with effect from the earliest of the following, (a) the date the Bank places notice of such changes on its Singapore website; (b) the day after the Bank sends notice of such changes to the Customer's last known address in the records of the Bank by ordinary post; or (c) the date the Bank places such notice at all of its branch(es) in Singapore.
17. The Customer shall pay all fees and costs at such rates and in such manner as may be determined by the Bank from time to time for the Corporate E-Alerts service. The fees and costs imposed by the Bank shall be exclusive of any applicable taxes if any imposed on the Corporate E-Alerts service which shall be payable by the Customer. The Bank shall be entitled to debit any fees and costs due and payable by the Customer to the Bank from any account(s) maintained by the Customer with the Bank.