

## Terms and Conditions Governing CIMB PayNow Service (Corporate)

### 1. These Terms

1.1 These Terms and Conditions Governing CIMB PayNow Service (Corporate) (“**Terms**”) apply to and regulate your use of the PayNow Service offered by CIMB Bank in accordance with these Terms. By registering for and/or utilizing CIMB PayNow Service, you confirm that you have read, understood and agree to be bound by these Terms. In the event you disagree with, or are unable to satisfy any of these Terms, you must terminate or cease the use of the CIMB PayNow Service. You further agree to comply with all guidelines, policies and procedures pertaining to use of the CIMB PayNow Service issued by or on behalf of CIMB Bank from time to time..

1.2 These Terms supplement, are in addition to and are to be read together with any other document or agreement you may have with CIMB Bank or any of its subsidiaries, affiliates and/or business partners, as well as the following terms and conditions (available on our website at <https://www.cimb.com.sg>):

- (a) our Terms and Conditions Governing the Operations of Deposits Accounts;
- (b) our Terms and Conditions for the Use of Electronic Banking Service;
- (c) our Terms and Conditions Governing Corporate E-Alerts;
- (d) our Terms and Conditions Governing E-statements,
- (e) our Terms and Conditions Governing Free FAST;
- (f) our Personal Data Protection Terms and Conditions (Corporate); and
- (g) our Terms and Conditions For Virtual Account Service.

1.3 Unless otherwise stated, if there is any conflict or inconsistency between these Terms and any terms and conditions stated above (collectively, the “**Other Terms**”), these Terms shall prevail only to the extent necessary to give effect to these Terms..

1.4 These Terms apply to corporate customers of CIMB Bank. For individual customers, please refer to the Terms and Conditions Governing CIMB PayNow Services (available at <https://www.cimb.com.sg>).

1.5 We reserve the right to add, alter, vary and modify any or all of the terms and conditions herein at any time at our discretion, as notified through any channel provided by us from time to time which may include our website at <https://www.cimb.com.sg>. If you continue to use the PayNow Service after the effective date of such change, you are deemed to have agreed to the same.

### 2. Definitions

“**ABS**” means the Association of Banks in Singapore.

“**Account**” means a current account, virtual account or any other account you now or hereafter have with CIMB Bank as governed by our Terms and Conditions Governing the Operations of Deposits Accounts and as may be accessed through Electronic Channels as determined by CIMB Bank from time to time or as agreed between CIMB Bank and you.

“**Account Information**” means the account name and account number of your PayNow Registered Account, and such other information required from time to time for the provision of PayNow.

“**Authorised Person**” means such person(s) authorised by you from time to time, by whatsoever name called or term defined under any form or means of corporate or other authorization(s), whether written, express, implied or implicit, to act in your name and on your behalf to give any instruction and/or execute or sign any document or instrument and/or operate your Account(s) and/or effect any transaction or

Thank you for banking with CIMB Bank.

CIMB Bank Berhad 197201001799 (13491-P)

utilize any PayNow Services or otherwise, including all person(s) so authorised to do and authorise to be done all acts, matters and things which may be done on your behalf in connection with your Account(s) and/or PayNow Services and for the avoidance of doubt shall include Authorized Parties (as defined in our Terms and Conditions for the Use of Electronic Banking Service).

**“Banking Act”** means the Banking Act (Cap. 19 of Singapore) and all subsidiary legislation, notices, circulars, directives, and guidelines issued pursuant thereto, as amended, varied or revoked from time to time.

**“CIMB”, “CIMB Bank”, “the Bank”, “we” or “us”** means CIMB Bank Berhad and includes its successors in title and assigns and where applicable any of them.

**“Electronic Channels”** has the meaning ascribed to it in our Terms and Conditions for the Use of Electronic Banking Service.

**“Existing PayNow Payee”** means a PayNow User named on the list created by you under the CIMB PayNow Service as your designated payee for PayNow Transfers.

**“FAST”** means a Fast And Secure Transfer governed by our Terms and Conditions Governing Free FAST.

**“Laws”** means the applicable laws and regulations of any relevant jurisdiction including without limitation any guidance, directions, codes of practice, official notices issued by any relevant governmental, regulatory or supervisory authority.

**“Operator”** means the operator of the PayNow System appointed by the ABS or such other entity, which may change from time to time.

**“Participating Institution”** means an entity which is designated by ABS as a provider of PayNow and which has signed a user agreement with the Operator giving the Participating Institution access to and use of the PayNow Registry in connection with PayNow, including us.

**“PayNow”** refers to the service designated and marketed as such by the ABS, which is an electronic funds transfer service that allows PayNow Registered Accounts to receive payments from PayNow Users who have access to a PayNow ID, and such other services or features available from time to time through PayNow.

**“PayNow Data”** means all information and any personal data required from you from time to time for the purposes of the provision of the PayNow Service, including but not limited to Account Information, details of your PayNow Registration(s), personal information of your Authorised Person, account contact and all information, QR Code(s) and data generated in connection with your use of PayNow and payments in relation to your PayNow Registered Account.

**“PayNow ID”** means a Unique Identifier which is registered for PayNow, which may consist of your UEN, your UEN combined with a 3 letter alpha numeric suffix or other combinations (whether assigned by you or by us) or such other Unique Identifiers which can be used as a PayNow ID from time to time and includes any QR Code(s) or other means of identifying customers of Participating Institutions.

**“PayNow Registered Account”** means the account of a customer of a Participating Institution which is linked to a PayNow ID.

**“PayNow Registration”** means a registration for PayNow, linking a PayNow ID to a PayNow Registered Account, thereby activating the PayNow Registered Account to receive payments from customers of Participating Institutions and authorizing all details of the PayNow Registration and Account Information to be maintained in the PayNow Registry, in accordance with these Terms.

**“PayNow Registry”** means the PayNow database, including the PayNow Registrations of customers of Participating Institutions, which are maintained in the PayNow System of the Operator.

**“PayNow Service”** means the services which we may provide to you as described in and governed by these Terms.

**“PayNow System”** means the system maintained and operated by the Operator for access and use by Participating Institutions.

**“PayNow Transfer”** means a transfer of funds from any of your Account(s) to a PayNow Registered Account via PayNow.

**“PayNow Users”** means persons who know your PayNow ID, whether through you, through use of PayNow or any other means.

**“PDPA”** means the Singapore Personal Data Protection Act 2012 (No. 26 of 2012) and all subsidiary legislation and guidelines issued pursuant thereto, as amended, varied or revoked from time to time.

**“Person”** includes any corporation, firm, partnership, limited liability partnership, society, association, trade union, institution and other business concern, statutory body and agency and government authority, whether local or foreign.

**“QR Code”** means a quick response code in the form of a two-dimensional barcode generated for the purposes of PayNow.

**“SMS”** means a Short Message Service that enables messages to be transmitted between mobile phones or such other telecommunication or electronic devices as the relevant service providers may make available.

**“Transfer Limit”** means the daily transfer limit set by the Bank for any PayNow Transfer to a PayNow Registered User (other than an Existing PayNow Payee) performed without a One-Time Password (“OTP”).

**“UEN”** means the unique entity number based on your entity’s registration number with the Accounting and Corporate Regulatory Authority of Singapore, if applicable, or as issued to your entity by the relevant issuance agency.

**“Unique Identifier”** means a mobile number, NRIC/FIN, VPA, UEN and/or other type of unique identifier, which can be registered as a PayNow ID.

**“VPA”** means a virtual payment address that individuals have linked to an e-wallet offered by non-bank financial institutions who are recognised as a Participating Institution.

**“you”** or **“your”** means the Person in whose name is maintained one or more Accounts with CIMB Bank who uses the PayNow Service to remit or receive funds, and includes the successors or personal representatives of such Person.

### **3. PayNow Registration**

3.1 You can register for PayNow through our Electronic Channels, including BizChannel, or such other channels provided by us from time to time, as long as you have a valid PayNow ID and you have updated your PayNow ID in your records with us.

3.2 By performing a PayNow Registration, you are linking a PayNow ID belonging to you to an Account which we accept for PayNow Registration.

3.3 You confirm to us that the information in your PayNow Registration is accurate, complete and up to date and you are the legal owner of your PayNow ID, in order to use and continue using PayNow and for so long as your PayNow Registration is not de-registered by you. You also confirm that your Authorised Person(s) has been duly authorised by you to register for and use PayNow and to do and authorise to be done all such other acts, matters or things which may be done on your behalf using, through and/or in connection with PayNow.

3.4 Once you use your PayNow ID to register for PayNow with us, you will not be able to use the same PayNow ID to register for PayNow with another Participating Institution where you have an account.

3.5 You can amend the details in your PayNow Registration through the channels provided by us from time to time.

3.6 (a) In the event that any 3 letter alpha numeric suffix or other combinations assigned by you to your UEN as part of your PayNow ID is for any reason unavailable or unsuitable for use, we reserve the right to assign another 3 letter alpha numeric suffix or other combinations to your UEN as part of your PayNow ID in order to complete a PayNow Registration for you; and

(b) If there are changes to your entity's company name registered with the Accounting and Corporate Regulatory Authority of Singapore, you must notify us as soon as possible or within such period as determined by us from time to time.

3.7 You shall provide us or ensure that we are provided with all contact details as required by us in order for us to send customer notifications (if any) to such account contact in connection with PayNow and shall ensure that all contact information is complete and accurate.

3.8 It is your responsibility to monitor all transactions and activities in connection with your PayNow Registered Account(s) and any customer notifications sent to any account contact. We may assume that you will do so without further reminders or repeat notifications from us.

3.9 You agree and acknowledge that the sending of funds through PayNow shall be subject to a transfer limit. For PayNow Transfers to your Existing PayNow Payees, the transfer limit will be the same as the limit set for your transfers using FAST. For PayNow Transfers to other PayNow payees who are not your Existing PayNow Payee, the Transfer Limit shall apply. In the event that Transfer Limit has been reached or the transaction amount exceeds the Transfer Limit, such transaction exceeding the Transfer Limit will require your OTP.

3.10 (a) If you elect to generate or scan any QR Code(s) in connection with PayNow, you agree to comply with our terms and conditions, guidelines, policies and procedures from time to time pertaining to the use of such QR Code(s).

(b) By generating any QR Code(s), whether through a generator provided by us or other means acceptable to us, or scanning any QR Code(s) on any device, whether belonging to you or otherwise, in connection with PayNow, it is your responsibility to ensure when generating any QR Code(s) that you input (where required) the correct and up-to-date information and you further agree that you shall not reverse engineer any QR Code(s) or misuse the QR Code(s) or any QR Code generator or scanner provided by us and you agree to release us from any liability whatsoever

including for third party claims, for any generation, non-generation, scanning function, non-functioning or malfunctioning QR Code, expiry of a QR Code, use or misuse of a QR Code by you or persons accessing such QR Code with or without your permission or knowledge.

(c) In using a QR Code in connection with PayNow to make a payment through PayNow, it is your responsibility to ensure that the intended payee receives the intended payment.

(d) If a QR Code does not work, it is your responsibility to make enquiries with us and/or to re-generate the QR Code if necessary.

(e) We are not responsible for any outdated, obsolete or superseded QR Code or for any unauthorized disclosure to third parties of any specifications of the QR Code(s) coming into your possession.

#### **4. Receiving Monies in PayNow Registered Account(s)**

4.1 Your PayNow Registered Account is enabled to receive electronic fund transfers from customers of Participating Institutions using PayNow.

4.2 Customers of Participating Institutions, who subscribe to the PayNow Registry and FAST, Inter-Bank Giro and/or other applicable payment systems, will be able to make electronic fund transfers to your PayNow Registered Account by using your PayNow ID.

4.3 Notwithstanding anything in these Terms, it is your responsibility to ensure that you give your correct details, including your applicable registered PayNow ID to any person from whom you wish to receive funds and you shall be solely responsible for any errors or damages incurred or suffered by you and/or any person arising from or in connection with any use or misuse of PayNow.

4.4 Should you wish to change a PayNow ID that is linked to a particular PayNow Registered Account, you will need to de-register such PayNow Registration in order to register a new PayNow ID to such PayNow Registered Account.

4.5 You agree to inform the Bank immediately of any transfers in respect of which you believe or have reason to suspect: (a) you are not the intended recipient; (b) the funds received in any of your PayNow Registered Accounts are from unverified sources, or (b) constitute, in whole or in part, directly or indirectly, benefits of criminal or illegal conduct. You understand that failure to do so, and the retention and/or appropriation of monies which do not belong to you, may result in the commission of a criminal offence..

4.6 It is your responsibility to monitor all transactions and activities in connection with your PayNow Registered Account. We may assume that you will do so without further reminders or repeat notifications from us.

4.7 We reserve the right at any time, as we deem fit in our sole and absolute discretion, without giving any reason therefor, to block any payment to and/or reject any payment from a person, entity or country deemed by us to be from sanctioned, illegal and/or unverified sources.

4.8 If we are informed by the sender of the funds (or an authorised representative) that a transfer was made to you erroneously, the Bank has the right to and may reverse such transaction or debit your Account pursuant to our Terms and Conditions Governing the Operations of Deposits Accounts without further reference to you.

#### **5. Using PayNow to make Electronic Fund Transfers**

5.1 If you are using PayNow to make an electronic fund transfer, it is your responsibility to verify the recipient's details. If you are in doubt as to whether a recipient's details are correct, it is your responsibility to verify further by making verification checks with the recipient. If you choose to continue with a transaction until completion, you must accept that such transaction has immediate effect and we shall not be liable whatsoever for funds transferred to a wrong recipient or the wrong account of a recipient.

5.2 If you are using PayNow to make bulk payments, you may elect to make such bulk payments through FAST, Inter-Bank Giro or such other payment systems as we may make available from time to time subject to prevailing terms and conditions governing such payment system(s) and Laws.

5.3 If you are using PayNow for future-dated or recurring electronic fund transfers, once instructions have been submitted to us, such instructions cannot be amended. If you wish to change the details of the future-dated or recurring electronic fund transfer, you will be required to cancel the existing instructions and re-submit fresh instructions to us.

5.4 You shall not misuse and shall ensure that all users of PayNow, your PayNow ID or your PayNow Registered Account do not misuse the same for any improper purpose or in an improper manner including but not limited to for purposes of any unauthorized or erroneous transaction or activity.

5.5 (a) As CIMB Bank is designated by ABS as a Participating Institution of PayNow for corporate and retail use, you can use PayNow to make and receive electronic fund transfers to and from customers of Participating Institutions who are individuals and non-individuals.

(b) In the event CIMB Bank is no longer designated by ABS as a Participating Institution of PayNow for corporate use, the PayNow Registration(s) of our non-individual customers will be deactivated from the PayNow Registry and the corresponding Account(s) will cease to be used for PayNow on the effective date of designation by ABS. Such customers will still be able to look-up a PayNow ID through us to facilitate an electronic fund transfer to a PayNow Registered Account.

(c) In the event CIMB Bank is no longer designated by ABS as a Participating Institution of PayNow for retail use, the PayNow Registrations of our individual customers will be deactivated from the PayNow Registry and the corresponding Account(s) will cease to be used for PayNow on the effective date of designation by ABS. Such customers will still be able to look-up a PayNow ID through us to facilitate an electronic fund transfer to a PayNow Registered Account.

(d) In the event CIMB Bank ceases to be a Participating Institution of PayNow for any reason whatsoever, all PayNow Registrations of our customers and the corresponding PayNow IDs will be deactivated from the PayNow Registry and the corresponding Accounts will cease to be used for PayNow on the effective date of CIMB Bank's cessation as a Participating Institution of PayNow. You will no longer be able to look-up any PayNow IDs through us to facilitate electronic fund transfers to PayNow Registered Accounts.

## **6. Consent to Disclosure of Information**

6.1 In connection with the provision of PayNow, the details of your PayNow Registration will be collected by and maintained in the PayNow Registry hosted in the PayNow System of the Operator.

6.2 You consent to us, the Operator, the Operator's agents and/or service providers, ABS, Participating Institution and their customers having access to your PayNow Data for purposes of and in connection with the provision of PayNow.

6.3 You hereby give us all consents and approvals required by Law (including but not limited to the Banking Act, and the PDPA) for the collection, use, disclosure (whether direct or indirect) and/or transfer (including cross-border transfer) of your PayNow Data by and to any person (whether in or outside of Singapore) for the purposes of and in connection with PayNow, including but not limited to:

(a) the Operator or the Operator's agents and/or service providers for its collection, use, processing, archival and disclosure to service providers, Participating Institutions and their affiliates and customers, for the purpose of providing, maintaining and enhancing PayNow and related services to Participating Institutions and their customers on and subject to any of their prevailing terms and conditions;

(b) Participating Institutions and their customers for their use and processing including (i) in determining whether you are a PayNow User, (ii) processing funds transfers via PayNow, and/or for any customer notifications;



(c) for any and all other purposes set out in the operating rules of the ABS for PayNow as may be varied or added to at the discretion of ABS;

(d) any third party we may consider necessary in order to give effect to any instruction given using PayNow or for the purpose of or in connection with us providing PayNow and related services, including but not limited to our affiliates, related corporations and subsidiaries, service providers, auditors and professional advisors, the ABS, the police and any public official conducting an investigation, the Monetary Authority of Singapore and any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies;

(e) any person for the purposes of and where required to comply with applicable Laws, rules or regulations, or orders or directions of any court of any jurisdiction or any regulatory authority and/or preventing, detecting and investigation fraud, misconduct, any unlawful action or omission relating to your Account(s);

(f) the receiver of any funds under the PayNow Service; and

(g) any financial institution (whether acting as our correspondent bank, agent bank or in relation to the provision of our products or service or otherwise).

6.4 Electronic fund transfers using PayNow may be made by way of FAST or Inter-Bank Giro or such other payment systems as we may make available to you from time to time, to customers of Participating Institutions or by way of intra-bank transfer between customers of our bank. The method of payment may be reflected accordingly in our bank statements. You consent to our bank statements being prepared in a form that may identify the payor and payee as customers of our bank.

6.5 You agree that any and all acts taken by us, the Operator, the Operator's agents and/or service providers, and/or providers of mobile phone services and/or other banks, financial institutions, government agencies or other competent agencies with respect to the provision of PayNow and the employees, representatives and/or customers of the foregoing persons or agencies, for the purpose of giving, receiving, using, sending, collecting, inspecting, reporting, copying, disclosing, or accessing your PayNow Data including any personal information, identification card information, mobile phone use data, record, status, or other electronic information relating to you whether present and/or in the future, under the laws, regulations, rules, agreements or contracts amongst any organizations in relation to the foregoing information are deemed to be taken for the purpose of and in the interest of PayNow and related services and/or for compliance with the Law on each and every occasion. You agree to give this consent so that each of the foregoing acts constitutes a legitimate act. This consent shall not be revoked so long as your PayNow Registration is not de-registered by you. You shall have no claim for damages against us or the foregoing persons or agencies for the foregoing acts or whatsoever.

6.6 You consent to the operation and processing of the PayNow Registry including the PayNow Data being conducted by the Operator and/or Participating Institutions at such place or places outside of Singapore whether now or in the future.

6.7 If we receive evidence and/or contact or enquiry from:

(a) any Participating Institution that the PayNow Registration of their customer; or

(b) another of our customer that his/her application for PayNow Registration,

is rejected because the PayNow ID is already registered in the PayNow Registry as your PayNow ID, including but not limited to in connection with any claims investigation, unauthorized and/or erroneous transactions or activities, you consent for us to answer such enquiry or give information regarding your PayNow Registration, including but not limited to details of your PayNow ID, phone number, etc., to such person, without having to obtain your consent, so that such person may make direct contact with you. The consent given by you herein for our foregoing acts is legal and valid and shall not be revoked so long as your PayNow Registration is not de-registered by you.

6.8 You agree to receive notifications (by or on behalf of the Bank or its service providers) in relation to the PayNow Service by SMS, email or any other means as the Bank may deem appropriate.

Thank you for banking with CIMB Bank.

CIMB Bank Berhad 197201001799 (13491-P)

6.8 You shall have no claim for damages against us or the foregoing persons or agencies for the foregoing acts or whatsoever.

6.9 You hereby agree that the above consents and approvals are in addition to those contained in the Other Terms and our Personal Data Protection Terms and Conditions (Corporate) and affirm your consent and that of your Authorised Person to the collection, use and disclosure of personal data (as defined in the PDPA) for the purposes described in our Personal Data Protection Terms and Conditions (Corporate) and in accordance with the terms stipulated therein. You confirm that you have read and agree to be bound by the terms stated therein, as may be amended, supplemented and/or substituted by CIMB Bank from time to time.

6.10 This Clause 6 shall survive the termination of any relationship between you and CIMB Bank for whatsoever reason.

## **7. De-Registration of PayNow Registration, Suspension and/or Cancellation of PayNow**

7.1 You may de-register your PayNow Registration at any time through the channels provided by us regardless of which channel you had utilized originally to register for PayNow with us.

7.2 You are responsible to de-register your PayNow Registration immediately in any of the following events:

(a) there is a change in your UEN, of which you are to notify us as soon as possible or within such other period determined by us from time to time;

(b) you close an Account which is a PayNow Registered Account; and

to inform all your PayNow Users to stop using your PayNow ID to send electronic fund transfers to you or to perform any other transactions with you. We are not liable for any damages incurred by you including funds transferred to a wrong account number and/or payee or any third party. We can also de-register your PayNow Registration on your behalf. We will update this deregistration in the PayNow Registry within such period determined by us from time to time.

7.3 We are entitled to suspend and/or cancel all or any part of PayNow at any time by notifying you in advance; however if we are unable to give an advance notice, we will notify you as soon as possible. Without prejudice to anything in these Terms and/or the Other Terms, we are entitled to suspend your use of PayNow and/or de-register your PayNow Registration immediately in any of the following events and you shall have no claims whatsoever for damages:

(a) your PayNow Registered Account is closed and/or its status is changed by you or us;

(b) we suspect or there has occurred events giving rise to suspicion that the use of PayNow, your PayNow ID and/or your PayNow Registered Account may be related to the commission of offences under the laws of any jurisdiction governing anti-money laundering or financial support of terrorism; or activities against the law or contrary to the public order or good morals; or transaction(s) which may be illegal or abnormal or considered to be fraudulent or corruption or in violation of the law; or involved with hacking or any other illegal act(s);

(c) we believe or have reason to suspect or have been notified by the Operator or such other third party that the PayNow Service linked to your PayNow Registered Account has been misused in any manner whatsoever or is otherwise not operated in a proper or regular manner;

(d) we are required to comply with the laws, rules, regulations or orders of any court of any jurisdiction or any competent agencies or officials;

(e) your PayNow Registered Account is subject to computer data theft or hacking;

(f) our relationship with the Operator or the provision of the PayNow Registry by the Operator is terminated or suspended for any reason;

Thank you for banking with CIMB Bank.

CIMB Bank Berhad 197201001799 (13491-P)



(g) in ABS' or our opinion, a PayNow Registered Account or PayNow is not operated in a proper or regular manner;

(h) in our opinion, a banking relationship is no longer appropriate;

(i) we are notified by any Participating Institution and/or other banks, financial institutions, government agencies or other competent agencies or officials with respect to the provision of PayNow, of the cancellation of the Unique Identifier registered as your PayNow ID;

(j) there has been a change in your business name registered for PayNow and/or your UEN ceases to be valid; or

(k) for any reason whatsoever, we are no longer providing PayNow.

## **8. Liability and Indemnity**

8.1 The PayNow Service is provided "as is" and "as available". The Bank expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the access to or use of, the PayNow Service. Further, the Bank does not represent or warrant that:

(a) the PayNow Service will meet your requirements; or

(b) the PayNow Service will be always be available, accessible, function or inter-operate with any network infrastructure, system or such other services as the Bank may offer from time to time. You acknowledge that at certain times some or all of the functions under the PayNow Service may not be accessible due to system maintenance, servicing or for any other reason. You also acknowledge that the operation of PayNow Service may be affected by weak network signals or restricted device functionality.

8.2 Without prejudice to anything in these Terms and/or the Other Terms, you agree that, unless expressly prohibited by Laws, under no circumstances shall the Bank or any of our affiliates, officers, employees, nominees or agents, be responsible or liable to you or any third party for any loss, liability, cost, expense, damage, claim, action or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) incurred in connection with the following:

(a) your use of (or inability to use) PayNow and/or QR Code(s);

(b) the unavailability or interruption of PayNow;

(c) any improper, illegal or unauthorized use of the PayNow Service and/or any QR Code(s) by you or any other person;

(d) any erroneous transfer of funds by you, including but not limited to any transfer of funds to the wrong recipient or wrong third party;

(e) any negligent act, default, misconduct or breach of these Terms and/or the Other Terms on your part;

(f) any incomplete, inaccurate and/or outdated information provided by you to us or any person in connection with the PayNow Service;

(g) any delay, fault or error in your computer system, hardware or devices or that of the Operator;

(h) longer service processing times or delays, corrupted or missing files or any other failures or interruptions to any PayNow Services when using PayNow for bulk payments;

Thank you for banking with CIMB Bank.

CIMB Bank Berhad 197201001799 (13491-P)

(i) delays or discrepancies in future-dated or recurring payments using PayNow;

(j) any failure, delay, error or non-transmission of funds (i) to you via PayNow or (ii) to a recipient of any PayNow Transfer that you may undertake, for any reason whatsoever, including but not limited to system maintenance, breakdown or unavailable network, software or hardware of CIMB or any third party through which a PayNow transaction is made, or your PayNow Registered Account being closed, frozen or inaccessible for any reason;

(k) any event of force majeure or events beyond our control including without limitation any events relating to power system, computer (hardware or software) system or service, internet system or internet service providers, telecommunication system, network and/or service applications, mobile service providers, connection network or system, malfunction, fault or interruption of any hardware and/or devices, attack by computer virus, computer breakdown or sabotage, earthquakes, fires, floods, acts of terrorism, war, civil war, labour disputes, insurrections, sabotage, riots, epidemics or pandemics, accidents, expropriations, freezes, moratoria or imposition of exchange controls, Laws, governmental actions or any other restrictions by governments or any other authorities or person having de facto control of the Bank;

(l) the Bank exercising any of its rights under these Terms or the Bank acting in accordance with the Laws in Singapore or any jurisdiction including such Laws which relate to the prevention of money laundering, terrorist financing or the provision of any services to any persons which may be subject to sanctions; and/or

(m) you fail to comply with any of these Terms and/or the Other Terms or ignore the security features of PayNow.

8.3 You shall indemnify the Bank and its affiliates, officers, directors, employees, nominees, representatives and agents promptly on a full indemnity basis from and against and in respect of any and all claims, demands, actions, suits, proceedings, orders, losses (direct, indirect or consequential), damages, costs and expenses (including all duties, taxes and other levies and legal fees on a full indemnity basis) and any and all other liabilities of whatsoever nature or description howsoever arising which the Bank or any third party may suffer, sustain or incur directly or indirectly in relation to or arising out of or in connection with your use of PayNow and the Bank's execution, performance or enforcement of these Terms and/or the Other Terms, including without limitation:

(a) any instruction given by you relating to PayNow, including but not limited to the processing of any PayNow Transfer, PayNow Registration, or Transaction Request;

(b) any erroneous transfer of funds by you, including but not limited to any transfer of funds to the wrong recipient or wrong third party;

(c) any unauthorised or improper or illegal use of the PayNow Service by you or any other person, including any unauthorised transactions made on your PayNow Registered Account(s), arising in any manner whatsoever, including any use of your PayNow Registered Account by third party;

(d) any negligent act, default, misconduct or breach of these Terms and/or the Other Terms on your part; and/or

(e) any incomplete, inaccurate and/or outdated information provided by you to us or any person in connection with the PayNow Service.

## 9. General

9.1 You agree that we shall be entitled to impose fees and charges for providing the PayNow Service to you and revise such fees and charges from time to time by giving you 30 days' prior notice, as notified at our website at <https://www.cimb.com.sg> or such other mode of notice as deemed acceptable by the Bank. Your utilisation of the PayNow Service will act as an acceptance of any fees and charges imposed or any such revision to the fees and charges. Any such fees and charges may be debited from your Account.

Thank you for banking with CIMB Bank.

CIMB Bank Berhad 197201001799 (13491-P)

9.2 We may assign any or all of our rights and obligations notifying you. You may not assign any of your rights and obligations hereunder without our prior written consent.

9.3 Any delay or failure by us to exercise our rights and/or remedies under these Terms does not represent a waiver of any of our rights.

9.4 Headings are for convenience only and shall not affect the interpretation hereof.

9.5 If any term of these Terms is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from these Terms and rendered ineffective where possible without modifying the other terms of these Terms.

9.6 Unless expressly provided to the contrary in these Terms, a person who is not a party to these Terms shall not be entitled to enforce any provision of these Terms under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore.

9.7 These Terms shall be governed by and construed in accordance with the laws of Singapore, and you irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Singapore.