

## **Terms and Conditions Governing eGIRO**

### 1. Introduction

1.1 In these terms and conditions (“Applicant User Agreement”), the terms “we” “us” or “our” refer to CIMB Bank Berhad, Singapore Branch, and the terms “you” or “your” refer to the customer in whose name(s) one or more account is opened and maintained with us as may be accessed through the e-Banking Services and Platforms (defined below), and the term “Parties” refers to you and us.

1.2 The eGIRO Scheme (defined below) enables you to perform and complete the following activities:

1.2.1 creating direct debit authorisations electronically via a Participating BO Landing Page (defined below) for the relevant Participating BO (defined below) to initiate direct debit collections via GIRO or FAST (defined below) directly from your designated bank account opened and maintained with us (“eGIRO Creation Request”); and

1.2.2 where enabled by the relevant Participating BO, cancelling any eGIRO Creation Request with respect to such Participating BO electronically via a Participating BO Landing Page (“eGIRO Cancellation Request”). Where such cancellation functionality is not enabled by the relevant Participating BO via a Participating BO Landing Page, you acknowledge that the cancellation of any eGIRO Creation Request with respect to such Participating BO will need to be submitted to us using the means permitted by us and in the form and manner prescribed by us.

1.3 By registering for and/or utilising the eGIRO Scheme, you agree to be bound by this Applicant User Agreement.

1.4 This Applicant User Agreement supplements, is additional to and are to be read together with the following (available on our website at <http://www.cimb.com.sg>) (the “Other Terms”):

1.4.1 Terms and Conditions Governing The Corporate Deposits Accounts and Services (including the General Terms and Conditions and the Terms and Conditions Governing the Operations of Deposits Accounts (Corporate) therein).

1.5 Unless otherwise stated herein, if there is any conflict or inconsistency between this Applicant User Agreement and the Other Terms in relation to the eGIRO Scheme, this Applicant User Agreement shall prevail over the Other Terms to the extent necessary to give effect to this Applicant User Agreement.

1.6 If you do not accept this Applicant User Agreement, please stop accessing and utilising the eGIRO Scheme immediately, and proceed to submit an eGIRO Cancellation Request or cancel the relevant eGIRO Creation Request using the means permitted by us and in the form and manner prescribed by us.

1.7 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 <http://www.cimb.com.sg>.

## 2. Definitions

2.1 “ABS” means the Association of Banks in Singapore (UEN No.: S73SS0047K), a society registered in Singapore and having its registered address at #12-08, MAS Building, 10 Shenton Way, Singapore 079117.

2.2 “Applicant User Agreement” is defined in Clause 1.1.

2.3 “Authorised Users” means, in the case where you are a corporate banking customer, any of your officers, directors, servants, agents, personnel or employees that have been issued any Security Credentials.

2.4 “e-Banking Services and Platforms” means any internet banking system or digital service from time to time made available by us, enabling you to communicate and/or perform transactions with us through any electronic or telecommunications equipment or medium (including the internet, mobile applications, any computer or other electronic or telecommunications equipment, terminal, system or otherwise).

2.5 “eGIRO Cancellation Request” is defined in Clause 1.2.2.

2.6 “eGIRO Creation Request” is defined in Clause 1.2.1.

2.7 “eGIRO Scheme” means the electronic direct debit authorisation scheme designated or known as “eGIRO” (or such other successor or replacement name as may be designated by ABS from time to time), including the services, content and functions made available in relation to such scheme.

2.8 “Electronic Instructions” means any instructions, directions, communications or requests sent electronically through the e-Banking Services and Platforms by you or any person purporting to be you or by any person acting on your behalf or purporting to be acting on your behalf, including eGIRO Creation Request(s) and eGIRO Cancellation Request(s).

2.9 “FAST” means “Fast and Secure Transfers”, a payment rail managed by the Singapore Clearing House Association.

2.10 “GIRO” means “General Interbank Recurring Order”, a payment rail managed by the Singapore Clearing House Association.

2.11 “Mobile App” means our mobile application installed on your mobile or communications device and through which you provide instructions to us and access mobile banking

2.12 “Operator” means a third party operator designated by ABS from time to time to operate the system underlying the eGIRO Scheme, for the purposes of facilitating the submission, transmission and validation of electronic direct debit authorisations under the eGIRO Scheme.

2.13 “Participating Bank” means an entity which is for the time being entitled to participate in the eGIRO Scheme as an applicant bank and/or a billing organisation bank. A current list of such entities is available at: <https://abs.org.sg/consumer-banking/eGIRO>.

2.14 “Participating BO” means an entity which is for the time being entitled to participate in the eGIRO Scheme as a billing organisation.

2.15 “Participating BO Landing Page” means, in respect of a Participating BO, the webpage(s) or landing page(s) on such part of the website or mobile application operated and/or owned by such Participating BO for use in connection with the eGIRO Scheme.

2.16 “Purpose” means: (i) to give effect to any Electronic Instruction; and (ii) for compliance with any order of any court or government or regulatory authority in any jurisdiction.

2.17 “Security Credentials” means the username, password, and any other unique login identification credentials issued or prescribed by us to allow you (and where applicable, the Authorised Users) to access and/or use the e-Banking Services and Platforms in connection with this Applicant User Agreement.

### 3. Use of the eGIRO Scheme

#### 3.1 General

3.1.1 You represent, warrant and undertake that all information provided in connection with an eGIRO Creation Request / a cancellation request in respect of an eGIRO Creation Request (including eGIRO Cancellation Request or a cancellation request submitted to us through any other permitted means) are complete, true and accurate in all respects and that we shall not be under any obligation to assess or verify the reasonableness, completeness, truth, accuracy, authenticity or contents of such information.

3.1.2 For the purpose of authorising the eGIRO Creation Request or submitting an eGIRO Cancellation Request, you will be redirected from the Participating BO Landing Page to the e-Banking Services and Platforms and accordingly these terms and conditions are in addition to and shall be read in conjunction with such other terms and conditions applicable to the access to and/or use of the e-Banking Services and Platforms.

3.1.3 Upon authorising the eGIRO Creation Request on the e-Banking Services and Platforms / submitting a cancellation request in respect of an eGIRO Creation Request (including eGIRO Cancellation Request or a cancellation request submitted to us through other permitted means) you agree that such direct debit authorisation / cancellation of such direct debit authorisation will take effect only after such request has been successfully processed and you shall ensure that: (i) in the case of an eGIRO Creation Request, you continue making the relevant payments directly to the relevant Participating BO using alternative payment methods until the direct debit authorisation becomes effective; or (ii) in the case of a cancellation request in respect of an eGIRO Creation Request, you continue ensuring that there are sufficient and immediately available funds in the relevant designated bank account at all times to enable us to act upon the relevant Participating BO’s debit request(s).

3.1.4 Notwithstanding the submission of the eGIRO Creation Request(s) and without prejudice to any other terms and conditions herein, you agree that you remain solely responsible for the full and timely payment of any amounts payable to the relevant Participating BO(s), and neither we nor ABS shall be liable for any failure thereof or any delay thereto.

3.1.5 We do not represent or warrant that any particular merchant will be a Participating BO.

### 3.2 eGIRO Creation Request: By submitting an eGIRO Creation Request:

3.2.1 you agree that the relevant Participating BO shall be entitled to initiate direct debit collections via GIRO or FAST directly from the designated bank account opened and maintained with us, and you hereby instruct us to process and act upon such Participating BO's request to debit such designated bank account, such amounts as may be specified by such Participating BO from time to time (subject to any payment limit as may be specified in such eGIRO Creation Request and/or as may be prescribed by us from time to time), each without further reference to you and without any further consent or confirmation from you or any further notice to you. We shall also be entitled to treat such instructions, and such designations, as being irrevocable and unconditional, conclusive and binding on you, and you agree that we shall further be entitled to ignore any conflicting instructions.

Notwithstanding the foregoing, you acknowledge that: (i) we are not obliged to effect payment if the relevant Participating BO does not initiate direct debit collections via GIRO or FAST in the manner required by us; and (ii) we do not have control over the date on, or the amount for, which the relevant Participating BO initiates direct debit collections via GIRO or FAST and we are under no obligation to verify any payment due date or payment amount;

3.2.2 you agree that the authorisation shall remain effective and in force until the earliest of the following:

(i) the expiry date as may be specified in the eGIRO Creation Request;

(ii) the effective date of the relevant cancellation request submitted to us in respect of an eGIRO Creation Request (including eGIRO Cancellation Request or a cancellation request submitted to us through any other permitted means), following our receipt and successful processing thereof; or

(iii) such date as we may notify you from time to time; and

3.2.3 you undertake to ensure that there are sufficient and immediately available funds in the relevant designated bank account at all times to enable us to act upon the relevant Participating BO's debit request(s), and we are entitled to reject any Participating BO's debit request(s) if the relevant designated bank account does not have sufficient funds and charge you a fee for such unsuccessful debiting. We may also at our discretion allow the debit even if this results in an overdraft on the account and impose charges accordingly.

3.3 Cancellation request: Notwithstanding the submission of a cancellation request in respect of an eGIRO Creation Request (including eGIRO Cancellation Request or a cancellation request submitted to us through any other permitted means) and Clause 3.1.3:

3.3.1 you acknowledge that we may have received, processed and/or acted upon the relevant Participating BO's debit request submitted on or before the effective date of Page 5 of 10 such cancellation request, and we shall not be obliged to reverse or cancel any such debiting; and

3.3.2 you shall ensure that there are sufficient and immediately available funds in the relevant designated bank account at all times to enable us to act upon the relevant Participating BO's debit request(s) referred to in Clause 3.3.1, and we are entitled to charge you a fee for any unsuccessful debiting and/or impose charges on you if we at our discretion allow the debit even if this results in an overdraft on the account.

#### 4. Collection, use, disclosure and processing of information

4.1 Information submitted by you: You hereby give your consent to us (whether by ourselves or through our service providers) to collect, use, disclose and/or process personal data such as your name, NRIC, passport number or other identification number on file with us and any other information in our records that relate to you or that you have provided in connection with the eGIRO Creation Requests, cancellation requests in respect of eGIRO Creation Requests (including eGIRO Cancellation Request or a cancellation request submitted to us through any other permitted means) or otherwise submitted to us in connection with the use of and/or access to the e-Banking Services and Platforms and/or eGIRO Scheme, including to disclose to:

4.1.1 any person purporting to be you (and/or where applicable, the Authorised Users) upon our verification of his/her identity to our satisfaction in accordance with our prevailing procedure, for the Purpose;

4.1.2 ABS and the Operator for the Purpose;

4.1.3 the relevant Participating BOs and the relevant Participating Banks which is the billing organisation bank for the relevant Participating BOs for the Purpose;

4.1.4 to anyone we consider necessary, desirable or expedient in connection with your use of and/or access to the e-Banking Services and Platforms and/or eGIRO Scheme, including any third party which you (or any person purporting to be you) may from time to time wish to transact with whether directly or indirectly, in connection with your use of and/or access to the e-Banking Services and Platforms and/or eGIRO Scheme, and vice versa, for the Purpose or otherwise.

4.2 In the course of your use of and/or access to the e-Banking Services and Platforms and/or eGIRO Scheme, you shall, prior to disclosing or making available to us any information (including personal data) relating to any other persons or entities:

4.2.1 notify these persons or entities: (a) that you will be providing their information to us; and (b) of the Purpose for which we will be collecting, using, disclosing and/or processing their information; and

4.2.2 obtain the consent from such persons or entities whose information are being disclosed, permitting: (a) you to disclose the information to us; and (b) us to collect, use, disclose and/or process their personal data, for the Purpose or otherwise.

4.3 You represent and warrant that information (whether relating to you or otherwise) that you will be providing us or have provided to us is complete, accurate and true in all respects.

4.4 You hereby agree that it shall comply with the Personal Data Protection Act 2012 of Singapore ("PDPA") and all subsidiary legislation related thereto (collectively, "Data Protection Legislation") with regard to any and all personal data (as defined in the PDPA) that it (i) receives from CIMB and (ii) discloses to CIMB.

#### 5. Compliance with guidelines and law

5.1 You agree to comply with any and all guidelines, notices, operating rules, policies and instructions pertaining to the use and/or access of the e-Banking Services and Platforms and/or eGIRO Scheme

(including any amendments to the aforementioned published from time to time), as well as any applicable laws or regulations. You hereby represent, undertake and warrant that you shall not use the eGIRO Scheme in connection with any transaction, operation or activity prohibited by applicable laws or regulations.

## 6. Use of eGIRO Security Credentials

6.1 You acknowledge and agree that participation in the eGIRO Scheme requires you to access and use the e-Banking Services and Platforms and that such e-Banking Services and Platforms may only be accessed and/or used with the relevant Security Credentials under the terms of access/services of ours for such services and platforms. You further acknowledge that we may at any time in our sole and absolute discretion forthwith change or invalidate any Security Credentials and we shall not be liable or responsible for any loss or damage suffered by or caused to you or arising out of or connected with or by reason of such change or invalidation.

6.2 You agree that you (and where applicable, Authorised Users) shall at all times keep the Security Credentials confidential. You are to notify us immediately if you have knowledge or have reason to suspect that the confidentiality of such Security Credentials has been compromised or if there has been any unauthorised use of such Security Credentials.

## 7. Authorised Users (where applicable)

7.1 This Clause 7 applies only where you are a corporate banking customer.

7.2 You acknowledge and confirm that the Authorised Users are severally empowered and authorised to give Electronic Instructions through the e-Banking Services and Platforms on your behalf and act as your agent when accessing and/or using the e-Banking Services and Platforms. We are entitled to rely on any use of any Security Credentials as conclusive evidence as against you and the Authorised Users that such use is by or with the authority of you and/or the Authorised User to whom the Security Credentials are assigned.

7.3 Whether actually authorised by, used and/or accessed by you or not, all use and/or access of the e-Banking Services and Platforms, and the issuance of any Electronic Instruction by the Authorised Users, shall be deemed your use and/or access and/or Electronic Instruction. All references to your use and/or access of the e-Banking Services and Platforms in this Applicant User Agreement shall be deemed to include the Authorised User's use and/or access and shall apply to the Authorised Users as well where applicable.

## 8. Actual or Purported Use or Access, Instructions or Communications

8.1 You agree and acknowledge that any: (i) use of or access to, or purported use of or access to, the e-Banking Services and Platforms; and/or (ii) information, data, instructions or communications, whether or not authorised by you, referable to the Security Credentials shall, as the case may be, be deemed to be: (a) use of or access to the e-Banking Services and Platforms by you; and/or (b) information, data, instructions or communications transmitted and validly issued by you. Without prejudice to Clause 3.2.1, you agree that we shall be entitled to act upon, rely on and/or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you, and we shall be under no obligation to assess or verify the reasonableness, completeness, truth, accuracy, authenticity or contents of such information, data, instructions or communications.

**CIMB Bank Berhad** (197201001799 (13491-P))

8.2 Without prejudice to Clause 3.2.1, you acknowledge that all Electronic Instructions (whether authorised by you or not) are irrevocable and unconditional, conclusive and binding on you, upon transmission through the e-Banking Services and Platforms unless we in our sole and absolute discretion determine otherwise, and we shall be entitled to effect, perform and/or process such Electronic Instructions without further reference to you and without any further consent or confirmation from you or any further notice to you. You agree that we shall further be entitled to ignore any conflicting instructions.

## 9. Evidence/Records

9.1 You acknowledge and agree that the records of or maintained by us of: (i) the Electronic Instructions (whether authorised by you or not); (ii) the authorisations or operations made or performed, processed or effected through the e-Banking Services and Platforms by you or any person purporting to be you, acting on your behalf or purportedly acting on your behalf, with or without your consent; and (iii) any communications, authorisations, instructions or operations relating to the operation of the e-Banking Services and Platforms and/or eGIRO Scheme, shall be binding on you for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations.

## 10. Limitation of Liability and Force Majeure

10.1 Notwithstanding any other provision in this Applicant User Agreement, we shall not be liable to you for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by you or any third party for any reason whatsoever, including in connection with your use of and/or access to the e-Banking Services and Platforms and/or eGIRO Scheme. For the purposes of this Applicant User Agreement, indirect or consequential loss or damage includes, without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.

10.2 We shall not be liable to you for any loss or damage caused by or those arising from:-

10.2.1 any third parties, including couriers, their agents and sub-contractors; or

10.2.2 our failure to perform any of our obligations under this Applicant User Agreement or in connection with your use of and/or access to the e-Banking Services and Platforms and/or eGIRO Scheme if such failure is the result of any event of force majeure or events beyond our control including any events relating to power system, computer Page 8 of 10 system, internet system or internet service providers, telecommunication system, network and/or service applications, connection system, malfunction, fault or interruption of any hardware and/or devices, or other communication networks, outbreak of war, any governmental act, act of war, explosion, accident, civil commotion, riot, industrial dispute, strike, lockout, stoppages or restraint of labour from whatever cause or any other events beyond our control or instruction or our inability to be aware of, any delay, fault or error, or attack by computer virus or illegitimate acts, or if your access to the e-Banking Services and Platforms and/or eGIRO Scheme is suspended or terminated for any reason.

10.3 The Bank shall not have any liability in relation to any conditions, warranties or representations (whether express or implied, pre-contractual or otherwise) other than those expressly set out in this Applicant User Agreement.

## 11. Indemnity

11.1 You shall indemnify us and hold us harmless from and against all actions, losses, claims, proceedings, demands, liability, costs (including legal costs on a full indemnity basis), or expenses, which we may sustain, suffer or incur as arising out of performing our obligations or carrying out your instructions (including any Electronic Instruction) pursuant to this Applicant User Agreement or in connection with your use of and/or access to the e-Banking Services and Platforms and/or eGIRO Scheme, or as a result of any negligent, willful act or omission by you, or any breach by you of any representation, warranty, covenant or undertaking made under this Applicant User Agreement or in connection with your use of and/or access to the e-Banking Services and Platforms and/or eGIRO Scheme.

## 12. Notices

12.1 Unless otherwise agreed by us, all demands, notices, statements, confirmations and correspondences to you shall be sent by ordinary post or courier service or left at the registered office or principal place of business or address in our records, or if sent by fax or other electronic transmission, to the numbers or other email address(es) in our records, and shall be deemed to have been received by you (as the case may be) on the day following such posting, the day following the day the relevant demand, notice, statement, confirmation or correspondence shall have been received by the relevant courier company, on the day which it was so left, or upon despatch of such fax or other electronic transmission (notwithstanding any death or bankruptcy of any person or the liquidation, winding up, dissolution or other insolvency event of any entity).

12.2 A written statement by our officer confirming the posting of any demand, notice, statement of account, confirmation, correspondence, communication, document and/or other instrument whatsoever by us shall be binding and conclusive of this fact as against you. Any communication from you shall be irrevocable and shall not be effective until received by us.

## 13. General

13.1 You acknowledge that:

13.1.1 this Applicant User Agreement is solely between you and us (and no other party). Accordingly, you shall have no right or claim against ABS in respect of this Applicant User Agreement;

13.1.2 we and ABS are not involved in, and are not responsible for, any instructions, transactions or communications made between you and any Participating BO involving the access to and/or use of the e-Banking Services and Platforms, eGIRO Scheme, FAST and/or GIRO. Under no circumstances shall it be construed that we or ABS endorse or sponsor or are responsible or involved in the provision of any products obtained and/or purchased from or services rendered by any Participating BO or any relevant third party which shall be your responsibility or that of such Participating BO or relevant third party, and you acknowledge that such products / services are procured / used at your own risk and we shall not be liable where there is any dispute or claim relating to such products / services (including Participating BO's fulfilment thereof);

**CIMB Bank Berhad** (197201001799 (13491-P))

13.1.3 we and ABS neither endorse nor assume any responsibility in respect of the Participating BO Landing Pages, and the Participating BO Landing Pages should only be accessed at your own risk. You acknowledge and agree that you shall be solely responsible for any access to or use of the Participating BO Landing Pages, including complying with the relevant terms and conditions for the access to or use of such Participating BO Landing Pages, and you acknowledge that such Participating BO Landing Pages are accessed / used at your own risk; and

13.1.4 the e-Banking Services and Platforms and eGIRO Scheme are provided on an “as is” and “as available” basis without warranty of any kind. The accessibility and operation of the e-Banking Services and Platforms, eGIRO Scheme, FAST and/or GIRO may rely on technologies outside our or ABS’ control.

### 13.2 Suspension / variation / termination of e-Banking Services and Platforms and eGIRO Scheme

13.2.1 You acknowledge and agree that ABS may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the eGIRO Scheme (including in connection with unplanned downtime or scheduled maintenance of the relevant systems) and shall not be liable if any such upgrade, modification, suspension or alteration to or discontinuation of the eGIRO Scheme prevents you from using or accessing the eGIRO Scheme and/or any part or feature thereof.

13.2.2 You acknowledge and agree that we may from time to time without giving any reason or prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the e-Banking Services and Platforms (including in connection with unplanned downtime or scheduled maintenance) and shall not be liable if any such upgrade, modification, suspension or alteration to or discontinuation of the e-Banking Services and Platforms prevents you from using or accessing the e-Banking Services and Platforms and/or eGIRO Scheme and/or any part or feature thereof.

13.3 eGIRO mark and name: The mark and name “eGIRO” is exclusively owned by ABS and such mark or name cannot be used save as expressly authorised by ABS and in accordance with any directions given by ABS from time to time. Nothing in the eGIRO Scheme, e-Banking Services and Platforms and/or this Applicant User Agreement shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag or as a “hot” link to any other website) the “eGIRO” mark and name, without the written permission of ABS. Without limiting the foregoing, you will not use in any way and will not reproduce any trademark, logo, trade name and/or similar mark that is associated with “eGIRO”, without ABS’ prior written consent.

13.4 Third party rights: The provisions of the Contracts (Rights of Third Parties) Act 2001 shall apply in respect of ABS which the Parties agree, has been conferred rights and benefits under the applicable terms and conditions of this Applicant User Agreement.

13.5 If any provision of this Applicant User Agreement is held to be invalid, unenforceable or illegal for any reason, the remaining unaffected provisions of this Applicant User Agreement shall nevertheless continue in full force and effect apart from such offending provision, which shall be deemed as deleted.



13.6 Governing law and jurisdiction: This Applicant User Agreement is subject to the laws of the Republic of Singapore. By accessing and/or using the e-Banking Services and Platforms and/or eGIRO Scheme, you submit to the exclusive jurisdiction of the Courts of Singapore.