



THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND CIMB BANK BERHAD, SINGAPORE BRANCH ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH THIS WEB SITE MAY BE USED. USE OF THE SERVICES (AS HEREINAFTER DEFINED) AND THE ELECTRONIC BANKING (AS HEREINAFTER DEFINED) IMPLIES THAT YOU ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICES OR THE ELECTRONIC BANKING. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THESE TERMS AND CONDITIONS SHALL NOT AFFECT OR DIMINISH IN ANY WAY THE RIGHTS OF CIMB BANK BERHAD, SINGAPORE BRANCH REFERRED TO OR SET OUT IN ITS WEBSITE (INCLUDING WITHOUT LIMITATION ANY EXCLUSIONS, DISCLAIMERS AND LIMITATIONS OF ANY LIABILITIES OF THE BANK).

Terms and Conditions for the Use of Electronic Banking Service

By signing the application form provided by CIMB Bank Berhad, Singapore Branch (hereinafter referred to as the “**Bank**”) in relation to the use of the Services (as defined below) and any amendments thereto, including but not limited to the application form for the use of BizChannel@CIMB service (hereinafter referred to as the “**Application Form for the Use of Services**”), we (hereinafter referred to as “**Customer**”) agree to be subject to and bound by all provisions of these terms and conditions for the use of the Services (hereinafter referred to as “**Terms and Conditions**”).

These Terms and Conditions shall apply in relation to the electronic banking service made available by the Bank enabling the Customer to communicate with the Bank via computer or other electronic media, either by using internet communication media or other communication media (the “**Electronic Banking**”), to any banking or other facility product or service provided to the Customer by the Bank using the Electronic Banking (the “**Services**”) (including such Services which have been or would be provided to the Customer from time to time) and to the accounts (which includes Islamic accounts) that have been opened and designated by the Customer in the Application Form for the Use of Services to be able to be used in transactions (the “**Accounts**”) (including any Accounts which may be subsequently opened). The terms and conditions in relation to the provision of the BizChannel@CIMB service may be defined in more detail in the BizChannel@CIMB Terms and Conditions (as hereinafter set out). For the avoidance of doubt, the Accounts include any BizChannel Accounts (as defined below). All capitalized terms in the BizChannel@CIMB Terms and Conditions and their respective attachments as well as any other materials, including user guides, manuals, data, processes and other documents provided by the Bank (hereinafter referred to as “**Materials**”) shall have the same meaning as defined herein, all of which shall be subject to amendment from time to time, unless otherwise defined therein. In the event of inconsistency between the provisions of these Terms and Conditions and those of the BizChannel@CIMB Terms and Conditions, the provisions of the BizChannel@CIMB Terms and Conditions shall prevail.

I. POWER AND AUTHORITY

- a. **Representations and Warranties.** The Customer hereby represents and warrants to the Bank that (i) the Customer is duly registered and validly existing under the laws of its jurisdiction of incorporation; (ii) the Customer has the power and authority to sign the Application Form for the Use of Services and to enter into and perform and comply with its obligations under these Terms and Conditions; (iii) all actions, conditions and obligations required to be taken, fulfilled and done (including without limitation the obtaining of any licenses, consents, applications or registrations and a copy of which to be provided to the Bank where required by the Bank) in order to enable it to enter into and perform and comply with its obligations under these Terms and Conditions have been taken, fulfilled and done and that those obligations are legally binding and enforceable, (iv) all data, information and documents submitted for the purposes of the registration and implementation of any of the Services are accurate and valid and that the Customer shall satisfy the due completion and fulfillment thereof and take any measures as may be required by the Bank, and (v) the enforcement of these Terms and Conditions and the use of the Services shall not violate any law, regulation or authorization. The Customer shall immediately notify the Bank in the event that it suspects or identifies any circumstances that may or will cause a violation of any of its representations or warranties under these Terms and Conditions.
- b. **Authorized Parties.** The Customer may from time to time or when signing the Application Form for the Use of Services appoint a party or parties to represent the Customer in carrying out the access or transactions related to the Services including but not limited to (i) signing the relevant documents in relation to the provision of the Services, and (ii) receiving the user IDs, Corporate IDs, passwords or other security codes or keys for the purposes of accessing the data or giving instructions in connection with the Services (such parties given the authority by the Customer to represent the Customer shall hereinafter be referred to as the “**Authorized Parties**” and includes any User of the BizChannel@CIMB service, and any instructions given for and on behalf of the Customer in connection with the Services including those in relation to the Account shall be referred to as the “**Instruction**” and includes any Special Instruction (as defined below)), provided that the documents evidencing the grant of authority to the Authorized Parties and its limitations, if any, and the validity of their signatures and such other documents and approvals as may be required by the Bank shall be provided to the Bank. The Customer shall be responsible for all the actions of the Authorized Parties and shall procure that the Authorized Parties are aware of and in compliance with these Terms and Conditions. In the event that the Customer does not appoint any Authorized Parties, all signatories of the Application Form for the Use of Services shall be deemed as the Authorized Parties and shall be allowed to act on behalf of the Customer with no restrictions. The Customer hereby grants power and authority to the Bank to act on and to accept all Instructions apparently given by any Authorized Parties in respect of any Service. The Customer shall notify the Bank of any changes in relation to the Authorized Parties no later than 15 days prior to implementing such change. The Bank shall not have any obligations whatsoever to act upon and implement any change of Authorized Parties unless notice has been given to the Bank in a form prescribed by or acceptable to the Bank or in accordance with the Bank’s operational procedures and unless and until the Bank is satisfied that such change has been duly authorized by the Customer.



II. ACCESS TO SERVICES

The Customer agrees to use the Materials and the Services solely for the purposes allowed by and in accordance with these Terms and Conditions and (if applicable) the Materials. The Bank shall only accept an Instruction if it has been effected through the Electronic Banking (using the appropriate Security Instruments (as defined below) in accordance with these Terms and Conditions) and shall not be obliged to carry out any Instruction that is delivered through a different procedure or that is not in accordance with procedures as stipulated in these Terms and Conditions and (if applicable) the Materials or that have not been agreed in writing. However, notwithstanding the absence of a written agreement, the Customer hereby agrees that in the event that the Bank receives a request from the Authorized Parties to implement any Instruction given without following a written procedure (hereinafter referred to as “**Special Instruction**”) for any reason whatsoever, the Customer shall be bound by the aforementioned Special Instruction if so carried out by the Bank and will indemnify and release the Bank from any loss, responsibility, claim, damage, proceeding or expenses (including legal fees, costs and expenses on a full indemnity basis) in connection with the implementation of the Special Instruction. The Bank may at its absolute discretion implement any Instruction by applying a payment system or via an intermediary or agent of the Bank.

The Bank shall provide the Authorized Parties with the procedures and security instruments including but not limited to passwords, codes and the other methods of access (the “**Security Instruments**”) to enable the Customer to use the Services. The Security Instruments shall be confidential in nature and the Customer shall agree to procure that no person shall be permitted to have or shall have access to or knowledge of any Security Instrument except the Authorized Parties. Further, the Customer shall procure that each Authorized Party shall not disclose the Security Instruments to, or allow the use of or access to the Services by, any person except the Authorized Parties and shall take all steps necessary to safeguard the Security Instruments at all times, including without limitation changing all passwords regularly and as and when the Services require so and not choosing the same password as used before, taking care not to choose a password which is likely to be guessed by anyone trying to access or use the Services by pretending to be one of the Authorized Parties and not recording the Security Instruments in a way that could make them recognizable by someone else as the Security Instruments. The Customer shall procure that each Authorized Party shall immediately after such Authorized Party discovers or suspects that any unauthorized person may have acquired access to or knowledge of the Security Instrument or that there is any unauthorized access to the Electronic Banking and the Services, unauthorized transaction or unauthorized Instruction, inform the Bank and the Bank may thereafter in its absolute discretion suspend the provision of the Services to the Customer until further notice. For this purpose, the Customer shall, inter alia, check the bank statements for all Accounts for any unauthorized transactions. The Customer agrees to comply immediately with all reasonable requests for assistance from the Bank and the relevant authorities in trying to recover any losses or to identify actual or potential breaches of security.

The Customer shall acknowledge that the Security Instruments provided by the Bank are intended to verify the apparent source of a communication rather than to detect errors in the transmission or the contents of the Instruction. The Bank shall not be obliged to detect errors in the contents of the Instructions and shall not be liable for any loss or damage to the Customer as a result of any duplication, incompleteness, ambiguity, inadequacy or inaccuracy of the Instructions. The Customer shall agree to be bound by all Instructions, including without limitation payment orders executed on its behalf. The Bank shall be entitled to rely on and treat any Instruction made, submitted or effected by use of any Security Instrument as having been made, submitted or effected by the Authorized Parties for and on behalf of the Customer unless notice of the loss of such Security Instrument has been given in such form and by such means as the Bank may deem satisfactory and has been received by the Bank within such amount of time in advance of such Instruction as the Bank would reasonably require (having regard to all the circumstances then prevailing) to enable it to take appropriate action to prevent such Instruction from being received, acted upon and implemented, and the Bank is satisfied that all security procedures described in these Terms and Conditions and (if applicable) the Materials have been faithfully observed by the Customer. Notwithstanding the foregoing, the Customer shall be held liable for all losses due to unauthorized use if the Customer or any of the Authorized Parties has acted fraudulently or with gross negligence or if any of them are in willful default of any of the security obligations described in these Terms and Conditions and (if applicable) the Materials. The Bank shall not be liable at any time for any direct, incidental, consequential or special losses even if it has been notified of the possibility of such damages.

The Bank reserves the right to terminate, suspend, cancel, decline to renew or replace any Security Instrument with or without prior notice to the Customer or the Authorized Parties and without giving any reason therefor. The Customer shall procure that the Authorized Parties shall not after the termination of any Service or Account use the Security Instrument in relation to such Service or Account. The Bank shall have no liability for breach of any implied term as to the satisfactory quality, merchantability or fitness for purpose of any Security Instrument.

The Bank shall have the right to deactivate, suspend or terminate the access or use of the Electronic Banking at any time either with respect to any Service or generally, without any prior notice being given to the Customer. The Electronic Banking with respect to any Service or generally may be varied by the Bank at any time by giving notice thereof to the Customer.

The Customer shall ensure that any computer or other device used to access the Services is free of any computer virus or similar device or software including without limitation dangerous files, software bombs, Trojan horses and worms (the “**Unauthorized Content**”), is adequately protected against acquiring any Unauthorized Content and adequately maintained in every way. In the event that the Customer is aware of the existence or occurrence of any Unauthorized Content, the Customer shall be obliged to immediately inform the Bank. The Bank shall not have any obligation to monitor, supervise or review the use of and access to the Services by the Customer. However, the Bank shall have the right to make changes to or delete the Unauthorized Contents without any prior notice being given to the Customer and to monitor all internet communications including web and email traffic into and out of its domains in order to, inter alia, maintain the security of the Electronic Banking, the Services and such other systems, protect the Bank’s staff, record transactions and where necessary, prevent and detect crime or unauthorized activities.

III. ACCOUNT

In the event of inconsistency between the provisions of these Terms and Conditions and those of the terms and conditions that apply to the Accounts, the provisions of these Terms and Conditions shall prevail, subject to the laws and regulations applicable from time to time in the jurisdiction of the location of the Account, including but not limited to any currency controls.

In the event that the Services are used to execute any transaction with respect to third party accounts (the “**Third Party Account**”) including but not limited to the debiting of any Third Party Account with the Bank, the Customer hereby agrees to provide to the Bank the documents evidencing the grant of authority to the Customer and its limitations, if any, and such other documents and approvals as may be required by the Bank to the satisfaction of the Bank failing which the Bank shall have no obligation to provide the Services for such transactions relating to Third Party Accounts. **The Customer will indemnify and release the Bank from any loss, responsibility, claim, damage, proceeding or expenses (including legal fees, costs and expenses on a full indemnity basis) in connection with the execution of all transactions with respect to the Third Party Accounts.** By signing any forms or applications in connection with the execution of transactions with respect to the Third Party Accounts, the party in whose name the Third Party Accounts are held (the “**Third Party**”) agrees to be bound by these Terms and Conditions insofar as these Terms and Conditions are applicable to them, including where they allow the Bank to disclose the details of the Third Party Account to the Customer.

IV. COST

The Customer shall agree to 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 Services rendered, the execution of any Instruction, the provision of any Security Instrument and such other matters as the Bank may determine from time to time. The fees and costs imposed by the Bank shall be exclusive of any applicable taxes, if any, imposed on the Services, 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 at any time without prior notice.

V. OVERDRAFT/EXCESS

The Customer shall not use the Services or give any Instruction which may create an unauthorized overdraft/excess on any of the Accounts and the Bank is entitled to refuse any Instruction that would do so.

VI. PROCEDURE

The Customer and the Bank agree that the Services shall be provided by means of delivery, communications and security as contained in the Materials which shall be subject to change from time to time by the Bank and in accordance with the procedures in these Terms and Conditions and (if applicable) the Materials (the procedures set forth in these Terms and Conditions and (if applicable) the Material shall collectively be referred to as the “**Procedures**”). The Customer shall comply with the Procedures when accessing or using the Services and shall grant the authority to the Bank to act in accordance with the Procedures where applicable and as appropriate, to debit the Accounts. The Bank shall reserve the right to change the Procedures at its sole discretion without any prior warning or notice being given to the Customer.

VII. CANCELLATION OR CHANGE OF INSTRUCTIONS

The Customer shall not be entitled to nullify or change any Instruction after such Instruction has been submitted to the Bank. The Bank shall not be liable for any losses suffered or costs incurred by the Customer or any other third party as a result of the implementation of any Instruction which the Customer subsequently wishes to nullify or change.

VIII. MATERIALS

The Materials shall be the personal and confidential property of the Bank. The Customer shall agree to maintain the confidentiality of the Materials and limit access to the Materials only to the Authorized Parties and its employees (who shall be subject to the confidentiality obligations in these Terms and Conditions) who require access for the purpose of the use of the Services.

IX. INSTRUCTIONS

The Customer agrees that the Bank is not obliged to obtain any further written or other confirmation from the Customer upon the receipt of the Instruction even if such Instruction is not actually given by the Authorized Parties or authorized by the Customer. The Bank shall be entitled (but not obliged) to verify and be satisfied with respect to the identity of the person purporting to give any Instruction or the representation of authority of any Authorized Party and the Bank may defer relying or acting upon or carrying out any Instruction unless and until it is satisfied as to the matters on which it had sought verification regardless of whether it is under any obligation to the Customer to act upon or carry out that Instruction. The Customer shall be responsible for the accuracy, adequacy, completeness, clarity, consistency and validity of the Instruction and shall be obliged to make sure that the Instructions are delivered appropriately in accordance

with the mechanism as set forth in these Terms and Conditions and (if applicable) the Materials or the other relevant media provided by the Bank. Where any Instruction is ambiguous or inconsistent with any other Instruction, the Bank shall be entitled to rely, act on or carry out any Instruction in accordance with any reasonable interpretation or refuse to act on or carry out the Instruction until it receives a fresh Instruction in such form and manner required by or acceptable to it. The Bank shall not be liable for the losses or damages to the Customer or any other party due to the delay, refusal, error or failure to implement the Instruction due to the mistake or negligence of the Customer, the inaccuracy, inadequacy, incompleteness, ambiguity, inconsistency or invalidity of any Instruction or the performance of transaction not desired by the Customer. The Bank may, in its absolute discretion and without liability, refuse to act on or delay acting on any Instruction if it knows of or suspects a breach of security in respect of or in connection with the operation of one or more of the Accounts or the Services generally or if it has terminated the agreement for the Bank to provide Services to the Customer. All Instructions given to the Bank and transactions effected or made by the Customer on any day after the time stipulated by the Bank as the latest time by which the Instructions or transactions on that day should be effected or made may at the Bank's discretion be treated as given or effected on the next Business Day.

X. SOFTWARE LICENSE

- a. **License.** The Bank hereby grants to the Customer a non-exclusive, non transferable, temporary license (hereinafter referred to as "**License**") to use the software, device and/or program, if any, (i) related to the Services provided to the Customer by the Bank (hereinafter referred to as the "**Licensed Program**") according to these Terms and Conditions and (if applicable) the Materials and for the purposes of accessing the Service, (ii) which allows the implementation of certain banking functions or access to certain financial services of the Bank, and (iii) which allows communication with the Bank through the telecommunication network of the Bank or, at the sole discretion of the Bank, through recommended public telecommunication networks (each of the networks shall hereinafter be referred to as "**Network**") and the use of data and processes, archives and other Materials, which may be changed from time to time by the Bank, given to the Customer in connection with the License (hereinafter collectively with the Licensed Program shall be referred to as "**Licensed Objects**").
- b. **Copyright.** If deemed necessary by the Bank, the Bank will provide a copy of the Licensed Program and the user's guide and manuals related to the License granted to the Customer under these Terms and Conditions for any Service provided to the Customer and allow the Customer to use the Licensed Program for the execution of transactions in accordance with these Terms and Conditions. The Customer may not reproduce any part of the Licensed Program or relevant Licensed Objects, except two copies for the purpose of archives provided that notifications concerning copyright and other property of the Bank must be included in all copies. The Bank shall retain all intellectual property rights to the Licensed Program and the Licensed Objects and shall not be deemed to transfer or have transferred such intellectual property rights to the Customer under any circumstances.
- c. **Confidentiality.** Save as otherwise provided in these Terms and Conditions, the Customer shall agree not to alter, modify, duplicate or imitate the Licensed Objects and shall maintain the confidentiality of and restrict the access to the Licensed Objects only to its employees (who shall be subject to the confidentiality obligations in these Terms and Conditions) who require access to the use of the Licensed Objects in relation to the Services, except to the extent such Licensed Objects have become public property or where the Customer is required to do otherwise by law or court proceedings.
- d. **Other Restrictions.** The Customers shall not dispose of, transfer, re-license, commercially rent or otherwise assign the License without prior written permission of the Bank, or dispose of, sell, transfer or otherwise assign the Licensed Program or Licensed Objects to other third parties. The Bank shall be entitled to assign or transfer the License to a Subsidiary or Affiliate of the Bank. The Customer shall not reverse, manipulate, modify, decompile, reverse engineer or divide the Licensed Program. If the Customer accesses the Services from outside Singapore, the Customer is responsible for complying with the local laws of that country, including but not limited to obtaining any license needed for the import or export of the Licensed Objects to that country.
- e. **Acceptance.** The Customer shall understand and agree that after the installation of the Licensed Program on the Customer's equipment (the "**Equipment**"), if any, or after the performance of particular process by the Bank which allows the Customer to be able to access the Licensed Program, the use of the Licensed Program by the Customer for the purpose of production or for any purpose shall mean the receipt of the Licensed Program by the Customer. The Customer agrees that the use of the Licensed Program shall mean the commencement of the relevant Service through the Licensed Program by the Customer. The Customer shall use the Licensed Objects only in connection with accessing the Services. The Customer is responsible for ensuring that the Licensed Program is compatible with the Equipment and if it is not, the Customer shall compensate the Bank for any losses suffered as a result. The Bank shall not be liable for any losses suffered or costs incurred by the Customer as a result of any incompatibility between the Licensed Program and the Equipment.
- f. **Changes and Cancellation by the Customer.** The Customer may terminate the License, if any, by giving to the Bank 30 (thirty) days' prior written notice. The Bank shall reserve the right to terminate the License at any time, including where the Licensed Program does not function and cannot be repaired within a reasonable period of time. The termination of the use of the Services shall automatically nullify the License in connection with the provision of the relevant Services. The termination of the License shall not affect the provisions governing the provision of the relevant Services. Following the termination of the License, either partially or entirely, all relevant Licensed Objects, if any, shall be returned to the Bank within a period of **5 (five) days** without demand and all rights granted under the License shall immediately cease. All restrictive provisions relating to the License shall remain in effect after the termination of the License and the applicable provisions governing the provision of the relevant Services.
- g. **Further Obligations.** (1) In the event that the Customer or the Bank is prohibited from using the Licensed Program by any applicable law, the Bank at its option shall obtain the right for the continuous use of the Licensed Program by the Customer or modify the Licensed Program. If, in the opinion of the Bank, the Bank is unable to obtain the aforementioned right or modify the Licensed Program, the Bank may

terminate the applicable License with written notification and return the License fee (if any) on a pro-rata basis for the unused period and the Customer shall not have any claims against the Bank in this regard. (2) The Customer shall at its own expense maintain the Equipment in accordance with the installation manual and the applicable operation and building and electricity regulation requirements (if any).

- h. **No Warranty.** (1) The Licensed Program is provided to the Customer on an “as is” basis. The Bank makes no warranties that the Licensed Program or the Network is error free. (2) The Bank does not guarantee the suitability and compatibility of the Licensed Program with the Equipment. (3) The Bank makes no representations or warranties, expressed or implied, including but not limited to the warranty of merchantability and appropriateness for any purpose, in relation to the Licensed Program or the Network.
- i. **Up Grade.** The Bank shall reserve the right to change at any time and at its sole discretion the specifications of any required device, hardware or equipment in relation to the Services, if any. In the event that the Customer fails to meet the demand of the Bank in association with the changes of the specification, the Bank shall have the right to refuse to execute the Instructions and shall have the right to terminate the License as well as the use of and access to the relevant Services by the Customer.
- j. **Non-Liability.** The Bank shall not be liable for any loss or damage to the Customer as a result of making the Licensed Program available to the Customer, including any direct, incidental, consequential, special or punitive damages, losses or claims arising by any means whatsoever, even if the Bank has been advised of the same.
- k. **Compliance with Laws.** The Customer shall comply with all laws and regulations applicable to it in its use of the Services and the License. The Customer shall, at its own cost and expense, obtain and ensure the validity of all permits, licenses and other important matters required to perform its activities under the terms of this License.

XI. ADDITIONAL REPRESENTATIONS AND WARRANTIES

- a. **Exclusions.** The Bank shall not be responsible for any losses or harm (whether foreseeable or not) including without limitation loss of profits or contracts and special economic losses incurred or suffered by the Customer arising from, including but not limited to:
 - i. Failure or refusal by the Bank to carry out transactions using the Services due to the limitation of the transaction limits determined by the Bank from time to time;
 - ii. Any cessation, interruption or disruption to the Services or the Electronic Banking and change, delay, error or failure of delivery or transmission of the Instructions from and to the Bank in relation to the use of the Services that ought to be transmitted through the Electronic Banking;
 - iii. Any viruses, Trojan horses, worms, defaults, defects, deficiencies and other dangerous or harmful components or malfunctions in and/or any breakdown, disruption or failure of any software or any telecommunications, computer, electronic terminal, server, system, communication network or other electronic equipment or system (whether or not owned, operated or maintained by the Bank, the Customer, the Authorized Parties or any other party and whether or not used in the provision or operation of any Account or Service), including but not limited to (a) the delay or failure of any such software, equipment of system to accept, recognize or process any Security Instrument, to implement any Instruction or to provide any Service, and (b) the transmission of any virus to any such software, equipment or system;
 - iv. Any incompatibility between the Equipment and the Licensed Program or such other software provided by the Bank in respect of any Service, including but not limited to any adverse outcome, damage, loss, disruption, violation, irregularity or failure arising from the use of or reliance on computer hardware software, electronic devices, online networks and Internet browsers;
 - v. Any form of restriction or prohibition of the use of the Services or any failure, delay or refusal by the Bank to effect any Instruction due to the applicable provisions or regulations, including but not limited to the non-transferability of funds to embargoed countries or such other locations outside the Republic of Singapore from time to time, the impositions by the Office of Foreign Assets Control, capital controls and foreign exchange controls;
 - vi. Any form of failure or delay in the implementation of the Instruction or any transaction via the Services, including any failure or delay by the internet browser providers, internet service providers or relevant agents;
 - vii. Any improper, illegal or unauthorized use of or access to the Account, Security Instrument or the Customer’s Corporate ID, password or security code or other validating media in relation to the Services;
 - viii. Any unauthorized or negligent use of or access to information relating to the Account, Instructions and Special Instructions as a result of the Customer’s use of the Services and the Electronic Banking (except where such access is obtained as a result of the Bank’s gross negligence or willful default);
 - ix. Any failure of the Customer to follow the latest instructions, procedures, directions or recommendation for using the Services and the Electronic Banking as determined by the Bank from time to time associated with the use of the Services;
 - x. Any corruption or loss of any data or Instruction or in the course of transmission thereof through the internet or any computer or any electronic or telecommunications equipment, terminal, system used or operated by the Bank or any other person whether or not in connection with any Account or the provision or operation of any Service or Electronic Banking, including any errors generated in the transmission of any data or Instruction;
 - xi. Any cessation, interruption or delay in transmission or any wrongful interception of any Instruction through any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by the Bank or any other person and whether or not used in the provision or operation of any Account, Service or Electronic Banking);

- xii. Any inaccurate, garbled, incomplete, ambiguous, inconsistent or duplicate Instruction or such other transaction that might be transmitted through the Electronic Banking by the Authorized Parties to the Bank;
- xiii. Any inaccuracy or incompleteness in any information obtained from the use of any facility or service comprising the Services;
- xiv. Unavailability of the funds in the Account to implement the Instructions or such other transaction due to any reason including without limitation the Account not having sufficient funds, the Account being closed, frozen or inaccessible for any reason, the prohibition of withdrawals as a result of an order of court, any blockade or confiscation or the funds in the Account being security in favor of the Bank;
- xv. Fraud, criminal acts or violations of provisions of the applicable laws and regulations and any failure or refusal by the Bank to effect any Instructions or such other transaction due to any order of court, notice, director, statute, regulation or by-law;
- xvi. Unavailability of funds due to, inter alia, foreign exchange controls, capital controls and any currency being unavailable for any reason whatsoever from time to time;
- xvii. Changes in the provisions of the applicable laws and regulations in relation to the implementation of the Services which is detrimental to the interest of the Customer;
- xviii. The use of the Services or the Electronic Banking;
- xix. The Customer's reliance on any news, reports or any other information that may be provided as part of or by means of the Services or the Electronic Banking;
- xx. Any disclosure of any information to third parties arising as a result of the Customer's negligence or failure to keep the Security Instrument;
- xxi. Any failure or refusal of the Bank or any other person to accept or honor any Instruction;
- xxii. Any failure, refusal, delay or error by any third party through whom any funds transfer is to be made, to transfer the funds to or to credit the account of the intended payee;
- xxiii. Any deactivation, suspension or termination of the use of the Electronic Banking at any time either with respect of any Service or any service or facility provided through the Electronic Banking or generally;
- xxiv. Termination of the agreement for the Bank to provide Services to the Customer provided that such notices are given in accordance herewith; or
- xxv. Any breach of the Bank's obligations or duties to the Customer caused by or arising from any or more the events or matters set out in any one or more of the foregoing sub-paragraphs.

The Bank makes no representation or warranty of any kind, express or implied, regarding the Bank's website or the materials and information contained or referred to on each page associated with the Bank's website. The material and information contained on the Bank's website is provided for general information only and should not be used as a basis for making business decisions.

The Bank will not, in any other circumstance, be liable for any loss, damage or expense incurred by the Customer arising directly or indirectly from the Customer's use of the Bank's website. While the Electronic Banking is available to the Customer once effected, some or all of the Services may not be available at certain times due to maintenance and/or computer, telecommunication, electrical or network failure or causes beyond the Bank's control.

Any software downloaded from the Bank's website is at the Customer's own risk and the Bank neither assumes nor accepts liability for any loss or damage (whether direct or indirect), however caused, as a result of any computer viruses, dangerous files, Trojan horses and worms or similar devices or software arising from the Customer's use of the Bank's website.

Any hyperlinks from the Bank's website exist for information purposes and are for the Customer's convenience only and the Bank accepts no liability for any loss or damage arising directly or indirectly (including consequential loss) from the accuracy or otherwise of materials and information contained on the pages of such sites or loss arising directly or indirectly from defects with such sites. The Bank's inclusion of hyperlinks does not imply any endorsement of the materials on such sites.

The Bank does not guarantee that any emails from the Bank's website will be sent to the Customer or that emails from the Customer will be received by the Bank nor does the Bank warrant the privacy and security of emails during internet transmission.

- b. **General Indemnity.** The Customer shall indemnify, release and hold harmless the Bank from any action, liability, cost, claim, damage, loss, proceeding or expense (including legal fees, duties and other costs and expenses on a full indemnity basis) suffered or incurred by the Bank arising from or which is directly or indirectly related to (i) any breach or non-observance of these Terms and Conditions and the BizChannel@CIMB Terms and Conditions by the Customer, (ii) any act or default of the Authorized Parties in the use of the Services or Licensed Programs, (iii) the Customer's access and/or use of the Bank's website, (iii) the Bank relying or acting on or carrying out any Instruction or transaction in relation to the any Service, (iv) any change in the laws to which the Bank or the Customer is subject, (v) any act, omission or thing done or caused to be done by the Bank in connection with these Terms and Conditions or any Account, BizChannel Account (as defined below), Third Party Account or Service through no willful default of the Bank, or (vi) any virus, default, defect, deficiency or malfunction in and or any breakdown, disruption, failure or malfunction of the Security Instrument, Licensed Program or any telecommunications, computer or other electronic equipment or system owned, operated or maintained by or on behalf of the Bank, due to or caused by the Customer or any of the Authorized Parties or Users (as defined below) accessing or using the Services.
- c. **Disclosure and Confidentiality.** The Customer irrevocably authorizes the Bank to store, disclose or send any and all of the particulars and information relating to the Customer, the Instruction, the Account, the BizChannel Account and the Third Party Account, to any of the following persons at any time and from time to time (as may be permitted by the applicable laws and legislation):

- i. a Subsidiary, Affiliate or other Related Corporations considered appropriate by the Bank in the provision of the relevant Services;
- ii. all courts, governmental agencies and lawful authorities in Singapore and elsewhere where the disclosure is required by law;
- iii. any person the Bank in good faith considers to be appropriate in the provision of the relevant Services, including any agents, contractors or third party service providers;
- iv. any person in connection with the use or maintenance of any Account or Service;
- v. any guarantor or surety of any indebtedness, liability or obligation of the Customer, including any person who provides any security to the Bank for such indebtedness, liability or obligation;
- vi. where the data or information that is commonly given by the Customer to the Bank in the use of the Bank's products (hereinafter referred to as "**Customer Personal Data**"), any party for the commercial purposes of the Bank and the Customer has understood the explanation given by the Bank with regard to the objectives and consequences of the delivery or dissemination of the Customer Personal Data; or
- vii. any other person at any time where the particulars of any Account were inadvertently divulged, revealed or disclosed to or accessed by such person through no willful default or gross negligence of the Bank and its officers. The Customer shall not use or disclose, and procure that the Authorized Parties shall not use or disclose, any material and/or information on the Bank's website pertaining to the Electronic Banking and/or the Services other than to access and use the Electronic Banking and/or the Services. In the event that the Customer or the Authorized Parties receives or retrieves any information from the Electronic Banking and/or the Services that is not intended for the Customer, the Customer shall immediately inform the Bank.

XII. OTHER PROVISIONS

- a. **Definitions.** Unless otherwise specified, "day" in these Terms and Conditions shall mean calendar days and "Business Day" shall mean a day on which the Bank operates in the location where the Services are rendered. "Related Corporations" shall have the meaning set out in Section 6 of the Companies Act (Cap. 50) of Singapore. "Subsidiary" shall have the meaning set out in Section 5 of the Companies Act (Cap. 50) of Singapore. "Affiliate" shall mean with respect to any person any other person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with.
- b. **Notification.** Except for situations where these Terms and Conditions refer to the Customer's giving of notice by telephone, the Customer shall give any other formal notice in connection with the Service in writing (in hard copy form) to any of the branches of the Bank in Singapore where the Account is maintained (or such other address as may be notified to the Customer from time to time). Unless otherwise agreed, the Bank may give any notification or other communications delivered in person, by courier or via post with prepaid post stamp or electronic mail or facsimile transmission or by the ways considered appropriate by the Bank, to the parties at the addresses and/or numbers listed in Application Form for the Use of Services or last recorded by the Bank or through the Electronic Banking or by online messages posted on the Bank's website. If by post the notice will be taken to have been received 48 hours after posting by the Bank and if by personal delivery, facsimile transmission, electronic mail, through Electronic Banking or by online messages posted on the Bank's website, immediately on despatch.
- c. **Termination and Transfer of Rights.** The Customer may terminate the agreement for the Bank to provide Services to the Customer under these Terms and Conditions with 30 days' prior written notice to the Bank, such notice to be provided by the Authorized Parties, and the Customer shall take any post-termination measures as may be required by the Bank. The Bank may terminate the agreement for the Bank to provide Services to the Customer with 14 day's prior notice to the Customer. Notwithstanding the foregoing, the Bank may terminate such agreement with immediate effect without any obligation for the Bank to prove the occurrence of the relevant conditions or reasons, in the event that:
 - i. the Customer violates or fails or is negligent to comply with these Terms and Conditions or the provisions related to the Services or is not in compliance with the applicable laws and regulations;
 - ii. the Customer fails to pay some or all costs determined by the Bank in connection with the use of the Services;
 - iii. the Customer provides inaccurate information or data associated in connection with the use of or access to Services;
 - iv. the Bank identified or has the reason to suspect that a fraud or criminal act has been or will be committed;
 - v. the Customer becomes insolvent under the laws of any applicable jurisdiction; or
 - vi. there are regulations imposed by the Monetary Authority of Singapore or any other relevant authorities prohibiting the continuance of the provision of Services.

The Customer shall not transfer the right for the use of any of the Services provided under these Terms and Conditions to another party, either partially or entirely, without prior written permission of the Bank. The Bank shall have the right to assign its rights and obligations under these Terms and Conditions, either partially or entirely, to Affiliates of the Bank.
- d. **No Waiver of Rights.** Failure or delay of a party in requiring the compliance with a requirement or in executing a right or taking an act according to these Terms and Conditions shall not constitute a waiver of rights of the requirement, right or action. The waiver of rights by any party of a requirement, right or action shall only be limited to a particular matter.
- e. **Bank's Right to Amend.** Except as otherwise provided in these Terms and Conditions, these Terms and Conditions may be modified by written agreement agreed and signed by the Customer and the Bank. **However, the Bank shall reserve the right to amend these Terms and Conditions and the contents of the Materials at any time by giving the Customer notice either in writing, by placing**

prominent notices at the branches of the Bank or by displaying a notification to the Customer via the Bank's website or the Services. The Customer's rights to use the Services will not be affected by the change until such notification has been made by the Bank. Once the Bank has made notification of any amendment to the terms of these Terms and Conditions, the Bank shall be entitled to treat the Customer's subsequent use of the Services as the Customer's acceptance of the change, provided that the Customer may terminate the use of the Services at any time in accordance with these Terms and Conditions.

- f. **Entire Agreement.** These Terms and Conditions and the BizChannel@CIMB Terms and Conditions (as may be amended from time to time) shall constitute the entire agreement and understanding of the Customer and the Bank in relation to the Services (including without limitation the BizChannel@CIMB service) and the Electronic Banking and shall supersede all terms and conditions, agreements and understanding to such subject matter that have been made before or at the same time, whether made verbally or in writing. Where the Bank introduces new services as part of the Services, the Bank may provide them on supplementary terms which will be notified to the Customer.
- g. **Force Majeure.** In the event of matters or conditions beyond the control of the Bank including but not limited to communication failure, failure of use of equipment, failure of electrical or network system or transmission link, online hacking, power outage or any other form of failure, fires, floods, other natural disasters, acts of elements, acts of God, acts of terrorism, war, accidents, epidemics, strikes, lockouts, labor disputes, demands or requirements by the government or any other matters or circumstances that the Bank cannot be reasonably expected to avoid (hereinafter referred to as "**Force Majeure**"), which, at the Bank's determination, results in the inability of the Bank to fulfill the partial or entire obligations as set forth in these Terms and Conditions or the BizChannel@CIMB Terms and Conditions, the Bank shall be entitled to terminate, suspend or vary the whole or any part of the Services without prior notice and the Bank shall not be obliged to meet its obligations. The performance of the Bank's obligations shall be excused for the duration of the Force Majeure event and a reasonable period of time thereafter and the Bank shall not be liable for any delay, loss, damage, claim or inconvenience whatsoever and howsoever caused by or arising from or in connection with any of the Force Majeure events.
- h. **Evidence.** The Customer shall agree not to question or dispute the validity, accuracy or authentication of any evidence in connection with the Instructions received by the Bank and electronic transmission of communications by the Bank and the Customer, including but not limited to the evidence in the form of the Bank's computer record or transaction logs, magnetic tapes, cartridges, computer printouts, copies of any form of communication or other forms of information storage (hereinafter referred to as "Evidence Received / Delivered by the Bank") and the Customer shall agree that the Evidence Received / Delivered by the Bank is accurate and valid evidence and the Customer shall therefore be bound and not dispute the validity and authentication of the Evidence Received / Delivered by the Bank.
- i. **Dispute Settlement.** In relation to any legal action or proceedings arising out of or in connection with these Terms and Conditions, the Customer shall hereby absolutely submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore and irrevocably waives any objection on the grounds of forum non conveniens.
- j. **Submission to the regulations of the Bank.** The Customer hereby declares that it understands and agrees, and therefore submits itself, to all operational provisions and conditions prevailing in the Bank in relation to the implementation of all banking transactions (either electronically or by other means) including all regulations as may be notified by the Bank from time to time.
- k. **Applicable Law.** These Terms and Conditions shall be governed by and construed in accordance with the Laws of the Republic of Singapore. In the event that the Customer has or acquires immunity against the jurisdiction of a court or legal proceedings for itself or its property, the Customer shall hereby absolutely waive the right to immunity in relation to its obligations under these Terms and Conditions and shall subsequently waive the right to self-defense in connection with the immunity it possesses or obtains with regard to a court decision in connection with these Terms and Conditions. Where the Customer is a corporation incorporated outside Singapore, the Customer shall at all times maintain an agent for service of process in Singapore and any writ, judgment or other notice of legal process shall be sufficiently served on the Customer if delivered to such respective agent at its address for the time being notified to the Bank. The Customer undertakes not to revoke the authority of such agent and if, for any reason, any agent no longer serves as its agent to receive service of process, another agent will be immediately appointed and the Bank advised accordingly.
- l. **Severance.** If any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof, as long as the remaining provisions, taken together, are sufficient to carry out the overall intentions of the Bank and the Customer as evidenced hereby.
- m. **Headings.** The headings in these Terms and Conditions are for convenience only and shall not affect the interpretation hereof.
- n. **Exclusion of Third Party Rights.** Unless expressly provided otherwise, the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore shall not under any circumstances apply to these Terms and Conditions and any person not a party to these Terms and Conditions shall have no right to enforce these Terms and Conditions.
- o. **Money laundering.** The Bank is required to act in accordance with the laws and regulations operating in Singapore and various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions (the "**Money Laundering Regulations**"). Any Bank may take any action which it, in its sole discretion, considers appropriate or necessary to take in accordance with the Money Laundering Regulations. The Bank shall not be liable for loss (whether direct or consequential and including but not limited to loss of profit or interest) or damage suffered by any party arising out of (i) any delay or failure of the Bank in performing any of its duties under these Terms and Conditions or other obligations caused in whole or in part by any steps which the Bank, in its sole discretion, considers appropriate or necessary to take in accordance with the Money Laundering Regulations; or (ii) the exercise of any of the Bank's rights under these Terms and Conditions.

BizChannel@CIMB Terms and Conditions

These Terms and Conditions shall apply to the Islamic Accounts only when the context requires and subject to the prevailing Terms and Conditions governing these accounts.

In relation to the application for the use of BizChannel@CIMB (hereinafter referred to as "**BizChannel@CIMB**"), by signing the application for the registration of the use of BizChannel@CIMB service provided by the Bank (the application for the registration of the use of BizChannel@CIMB service and amendments thereto shall hereinafter be referred to as "**BizChannel@CIMB Application**"), the Customer shall be subject to and bound by all the terms and conditions for the use of BizChannel@CIMB service as stated in, inter alia, the Terms and Conditions for the Use of Electronic Banking Services as amended from time to time and the BizChannel@CIMB Terms and Conditions as amended from time to time. All capitalized terms in the BizChannel@CIMB Terms and Conditions and their respective attachments shall have the same meaning as defined in the Terms and Conditions for the Use of Electronic Banking Services, unless otherwise defined herein. For the avoidance of doubt, the BizChannel@CIMB service shall form part of the meaning of "Services" as defined in the Terms and Conditions for the Use of Electronic Banking Services.

1. BizChannel@CIMB shall be an internet-based electronic banking service provided to the Customer with which the Customer may perform financial and non-financial transactions and conduct various transactions in order to manage its financial affairs.
2. In order to be able to use the BizChannel@CIMB service, the Customer must at its own costs maintain an internet connection deemed adequate by the Bank to be used to access BizChannel@CIMB.
3. Before registering the use of BizChannel@CIMB service, the Customer shall be informed of its features and benefits as well as the risks that may arise from its use and the Bank shall not be obliged to provide further explanations without demand. By signing BizChannel@CIMB Application, the Customer shall be deemed as having understood all features and characteristics of BizChannel@CIMB service and having understood all consequences and risks associated with the use of BizChannel@CIMB, including but not limited to the benefits, risks and costs attached to BizChannel@CIMB service.
4. In order to be able to use BizChannel@CIMB service, the Customer shall fill out the BizChannel@CIMB Application and produce and submit all relevant documents required by the Bank. The BizChannel@CIMB Application shall be filled out completely and accurately and signed by the Authorized Parties. In the event of incompleteness or inaccuracy of the supporting documents, the Bank shall not be obliged to register the use of BizChannel@CIMB service for such Customer.
5. The Customer shall register the account that will or can be accessed via BizChannel@CIMB in the BizChannel@CIMB Application, such account to be the Customer's accounts opened with the Bank with active status (the "**BizChannel Account**") or Third Party Accounts (such third parties including but not limited to accounts of the Customer's parent or Subsidiaries). By signing the Third Party Application in relation to the BizChannel@CIMB service, the Third Party agrees to be bound by the BizChannel@CIMB Terms and Conditions insofar as the BizChannel@CIMB Terms and Conditions are applicable to them, including where they allow the Bank to disclose the details of the Third Party Account to the Customer.
6. In the event that the Customer is intended to be able to access the Third Party Account through BizChannel@CIMB, the appointment of such Third Party Account shall be made through the BizChannel@CIMB Third Party Application form and the Customer shall provide to the Bank the documents evidencing the grant of authority to the Customer and the limits of such authority, if any, in the form and content specified or approved by the Bank and such other documents and approvals as may be required by the Bank. Further, the Customer shall state the types of access or transactions that can be performed by the Customer for such Third Party Account in the BizChannel@CIMB Third Party Application form. In the event that the BizChannel@CIMB Third Party Application form does not clarify the types of access or transactions that can be performed or accessed by the Customer for the Third Party Account, the Bank shall be entitled to assume that the Customer may fully access or perform any transactions over the Third Party Account and the Bank shall not be liable for any losses arising as a result.
7. In addition, the Customer may also state certain conditions related to the execution of the transactions through BizChannel@CIMB in the BizChannel@CIMB Application and other supporting documents, including but not limited to the accounts that can be accessed via BizChannel@CIMB. The limit for each transaction permitted to be performed (the "**Transaction Limits**") may be specified by the Customer, provided that this is subject to the limits as imposed by the Bank or the relevant regulatory authority, as the case may be. The Customer shall receive the Corporate ID, user ID and Corporate Administrator 1 and 2 passwords.

The Customer shall procure that the Authorized Parties conduct the series of processes and actions in accordance with the Materials and such other user manual and usage instructions given by the Bank to the Customer which are required in order to be able to perform transactions through BizChannel@CIMB.

8. The Customer may give authority to some users to use the BizChannel@CIMB service for and on behalf of the Customer (the "**User**") and the Customer shall be fully responsible for any risks or losses arising from acts or transactions conducted by the User. Where no such users are identified, the Authorized Parties signing off on the BizChannel@CIMB Application shall be the Users and shall be allowed to act for and on behalf of the Customer in relation to BizChannel@CIMB service. Any and all authorizations granted in relation to the use of BizChannel@CIMB service shall continue as long as the Customer uses the BizChannel@CIMB service.
9. Where the Bank accepts the BizChannel@CIMB Application, the Bank will register the Corporate ID in the BizChannel@CIMB system. The Corporate ID shall be the identity code of the Customer to be used anytime when accessing or performing transactions through BizChannel@CIMB. In addition to the Corporate ID, the Bank shall also deliver to the Customer 2 Administrator User IDs (referred to as the Corporate Administrator 1 and 2), password and tokens that must be used when accessing BizChannel@CIMB. For any transaction performed through BizChannel@CIMB, the User shall be given authorization instruments in the form of an authentication token (the "**Authentication Token**"). Neither the Customer nor the User will acquire any rights whatsoever to the Authentication Tokens and the Authentication Tokens shall at all times remain the property of the Bank and shall be returned to the Bank on demand. The Authentication Token shall be used to verify or validate the electronic data or access or transaction sent by the User.

In the event that an access or transaction has been successfully verified by the BizChannel@CIMB system as an access or transaction that originates from the Customer registered with BizChannel@CIMB, the Bank shall be entitled to assume the accuracy and validity of such access or transaction and to treat such access or transaction as having been made for and on behalf of the Customer and where applicable act on the Instruction. The Bank reserves the right to replace any Authentication Token with or without prior notice to the Customer or the User to whom the Authentication Token has been issued or provided and without giving any reason therefor. The Customer shall procure that the User shall not after the termination of the BizChannel@CIMB service or BizChannel Account use the Authentication Token in relation to the BizChannel@CIMB service or BizChannel Account that has been terminated. The Customer shall procure that the User to whom any Authentication Token is issued or provided shall retain the Authentication Token at all times and shall not permit any other person to have access to or to use the Authentication Token. The Bank shall have no liability for the breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Authentication Token.

10. At the request of the Bank, the Customer shall permit the Bank or other parties appointed or authorized by the Bank to enter the premises of the Customer to perform installation, inspection or reclaiming of the required programs and applications related to the use of BizChannel@CIMB service required (if any).
11. In the event that the Customer wishes to update any information provided to the Bank, the Customer may do so by informing the Bank via the BizChannel@CIMB Maintenance Form (duly completed and signed to the satisfaction of the Bank) or such other manner acceptable to the Bank.

The Customer shall continuously perform and shall procure that the Users perform the actions as necessary or as determined by the Bank for the interest of security of any and all devices, equipment, networks, connections and other matters related to BizChannel@CIMB, including but not limited to providing security for (i) any equipment used for BizChannel@CIMB service; and (ii) any connection used for BizChannel@CIMB service, including but not limited to preventing any internet connection sharing from the server of applications connected to BizChannel@CIMB.

12. In the event that the Customer intends to perform transactions that exceed the Transaction Limit, the Bank reserves the right to refuse to perform such transactions. The Customer agrees that certain transactions (such as but not limited to remittance transactions, SWIFT, Fund Transfer, Payroll, Bulk Payment) can only be performed if done before the cut-off time of the transaction, as may be determined by the Bank and notified to the Customer.
13. The Customer shall not request the Bank to nullify or change the transaction which has been performed by the Customer through BizChannel@CIMB, either partially or entirely. The Bank shall not be liable for any losses suffered or costs incurred by the Customer or any other third party as a result of the implementation of such a transaction.
14. For use of the BizChannel@CIMB and/or any transaction carried out through BizChannel@CIMB, the Customer shall pay to the Bank any fees and costs set by the Bank, either determined at the time of registration to be payable on a monthly or yearly basis, or as determined from time to time and based on the type of transaction carried out, including the calculation method which shall be notified to the Customer by the Bank at any time. In the event of late payment of costs, the Bank shall reserve the right to impose an interest or penalty and wherever appropriate compensation or gharamah (the amount of which as may be determined by the Bank from time to time). The Bank shall be entitled to debit any fees and costs due and payable by the Customer to the Bank from any BizChannel Account at any time without prior notice.

Further to the BizChannel@CIMB Terms and Conditions, the Customer hereby agrees to be bound by: (i) all operational provisions and procedures applicable to the relevant transactions or services conducted through BizChannel@CIMB as may be determined by the Bank; (ii) all provisions applicable to the execution of certain transactions or services if done through a branch or counter of the Bank, insofar as they are applicable in the event that such transactions or services are performed through BizChannel@CIMB; (iii) all provisions applicable to certain transactions or services when performed conventionally or manually (not via electronic service), insofar as they are applicable in the event that the transactions or services are performed through BizChannel@CIMB, implemented from time to time. **In this regard, the Bank shall reserve the right to amend the BizChannel@CIMB Terms and Conditions and the contents of the Materials at any time by giving the Customer notice either in writing, by placing prominent notices at the branches of the Bank or by displaying a notification to the Customer via the Bank's website or BizChannel@CIMB service. The Customer's rights to use the BizChannel@CIMB service will not be affected by the change until such notification has been made by the Bank. Once the Bank has made notification of any amendment to the terms of the BizChannel@CIMB Terms and Conditions, the Bank shall be entitled to treat the Customer's subsequent use of the BizChannel@CIMB services as the Customer's acceptance of the change, provided that the Customer may terminate the use of the BizChannel@CIMB services at any time in accordance with these Terms and Conditions.**

15. In the event that the transactions performed through BizChannel@CIMB service use or involve different currencies ("**Foreign Exchange Transaction**"), the Customer agrees that the exchange rate, values and method of calculation applied shall be determined by the Bank, notwithstanding that they are different from those set forth in the BizChannel@CIMB system.

Prior to making the Foreign Exchange Transaction through BizChannel@CIMB service, the Customer may request for a special exchange rate by verbal or written request to the Bank. Once the Bank accepts such Instruction, the Bank may enter into a deal to meet the Customer's aforementioned request. The Customer shall indemnify the Bank for any losses suffered or costs incurred by the Bank due to the non-performance of the transaction requested by the Customer, including, for the avoidance of doubt, where such non-performance is later requested by the Customer or any Authorized Party or is otherwise due to the Customer's own error, act and/or failure to act. The Bank shall be entitled to debit any fees and costs due and payable by the Customer to the Bank from any BizChannel Account at any time without prior notice.

Notwithstanding the above, the Bank has the right to close out the foreign exchange position and cancel the Foreign Exchange Transaction, for any of the following reasons:

- i. Unavailability of the funds in the BizChannel Account designated by the Customer or any Authorized Party to be debited for the Foreign Exchange Transaction due to any reason including without limitation the BizChannel Account not having sufficient funds, the BizChannel Account being closed, frozen or inaccessible for any reason, the prohibition of withdrawals as a result of an order of court, any blockade or confiscation or the funds in the BizChannel Account being security in favor of the Bank;
- ii. Fraud, criminal acts or violations of provisions of the applicable laws and regulations and any failure or refusal by the Bank to effect the Foreign Exchange Transaction due to any order of court, notice, director, statute, regulation or by-law;
- iii. Unavailability of funds due to, inter alia, foreign exchange controls, capital controls and any currency being unavailable for any reason whatsoever from time to time, or
- iv. Non-performance of the Foreign Exchange Transaction, including, for the avoidance of doubt, where such non-performance is later requested by the Customer or any Authorized Party or is otherwise due to the Customer's own error, act and/or failure to act, and the Customer shall be liable for all losses (including foreign exchange losses), damages, costs (including replacement and/or unwinding costs) and fees incurred in connection therewith. The Bank shall be entitled to debit any such fees and costs due and payable by the Customer to the Bank from any BizChannel Account at any time without prior notice.

In the event that the Foreign Exchange Transaction is made after the business hours of the Bank's counter or on Saturday, Sunday or holiday on which the Bank does not operate, the Bank shall have the right not to carry out or even nullify the performance of the transaction. The Customer hereby indemnifies and releases the Bank from any risk or compensation claims which may arise from the non-performance or inability to execute the Foreign Exchange Transactions through BizChannel@CIMB service in such an event.

16. In the event of disruption of communication or transmission systems or the occurrence of other conditions that led to the failure or inability to implement the access or transaction through BizChannel@CIMB service in a satisfactory manner, the Customer may (subject to approval by the Bank) continue the implementation of the transaction through the branches or counters of the Bank, by confirming to the Bank the status, condition or process of the transactions that have been previously implemented using BizChannel@CIMB service.
17. BizChannel@CIMB will create a log and audit trail for any transaction performed and send the result of the transaction processing to the Customer. The Customer acknowledges that the log and audit trail or any form of information, data or records contained therein or generated by BizChannel@CIMB system related to the access or transactions conducted through BizChannel@CIMB service shall be the only valid and binding evidence for the Customer even though it is not made in writing or signed by the Customer. In this regard, the Customer warrants that it will not file an objection or denial of the validity and accuracy of the proof of access, instruction or communication produced by BizChannel@CIMB system.
18. Notwithstanding the provisions of the Terms and Conditions for the Use of Electronic Banking Service, the Customer may terminate the agreement for the Bank to provide the BizChannel@CIMB service to the Customer by submitting to the Bank a BizChannel@ CIMB Maintenance Form stating the same (duly completed and signed) and the termination shall be effective from the acceptance of such form by the Bank.
19. The Customer warrants that it shall not interfere with, modify, adapt, damage or misuse by any means the BizChannel@CIMB service or BizChannel@CIMB website.
20. Access to and use of BizChannel@CIMB service by the Customer may contain hyperlinks to third party websites or system which is not under the control of the Bank. These hyperlinks are provided only as references to the Customer and shall not be the responsibility of the Bank. The Bank's inclusion of such hyperlinks does not imply any endorsement of the material on such sites and the Bank shall not be responsible for any transmission or communication between the Customer and such third party or the Customer's use of the information, materials, services or promotions from the third party. The Customer shall agree to be fully responsible for all risks that may arise in the future due to the access to third party websites or system through these hyperlinks. **The Bank accepts no liability for any loss or damage arising directly or indirectly (including consequential loss) from the accuracy or otherwise of materials or information contained on the pages of such sites or loss arising directly or indirectly from defects with such sites.**

Unless required by law, the Customer shall maintain confidential all communications, information and data about the Bank and shall be liable for any negligence or default in maintaining such confidentiality. The foregoing obligation shall be a continuous obligation and shall survive after the termination of the BizChannel@CIMB service.