

General Terms and Conditions Governing Personal Loans

1. Definitions

1.1 When you read these Terms and Conditions, please note that the terms “you”, “your”, “Customer” means the person(s) named in the Approval Letter who has been granted the Loan and includes the successors(s) and the personal representative(s) of such person(s). The terms “CIMB”, “we”, “our”, “us” and the “Bank” refers to CIMB Bank Berhad, Singapore Branch and includes its successors and assigns.

1.2 In these Terms and Conditions, unless the context otherwise requires, the following terms shall have the following meanings respectively:

“**Approval Letter**” means, in respect of a Loan, the Bank’s letter(s) to the Customer approving the Customer’s application for a Loan and such other letter(s), notice(s) or agreement(s) between the Bank and the Customer from time to time in relation to the Loan, as may be revised, supplemented, varied or superseded by the Bank at its absolute discretion.

“**Banking Act**” means the Banking Act 1970.

“**Business Day**” means any day on which banks in Singapore and the Bank are open for banking business.

“**Loan**” means a loan which the Bank agrees to grant to the Customer under the terms of the Approval Letter, these Terms and Conditions and any applicable Product Terms.

“**Product Terms**” means any additional terms and conditions relating to specific loan products as may be specified in the Approval Letter.

“**Regulation**” means any regulation, rule, official directive, government request, code of practice or guideline (in each case whether or not having the force of law) of any government organisation, agency, department, taxing authority or other authority or organisation in any jurisdiction and/or any other persons or body having jurisdiction over the Bank that may be issued from time to time (including without limitation, any anti money laundering and anti-financing-terrorism requirements, government requirements, sanctions or foreign exchange controls).

“**Specified Address**” means any of the following:

- (i) any of your addresses stated in the application for the Loan and any other address which you may notify us from time to time or last known to the Bank and any other address which we may obtain from reliable sources as determined by us; and
- (ii) any address from which any of your facsimile transmission or electronic mail or purporting to be your facsimile transmission or an electronic mail had been despatched to us.

1.3 Unless the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting the whole include any part thereof, words denoting any gender include all genders, words denoting a collection or group consisting of two or more constituents thereof include any one or more of such constituents, references to a document include the same as from time to time varied and any document from time to time issued or executed supplemental, in addition or in substitution to or for it.

1.4 Headings and sub-headings are inserted for convenience only and have no legal effect.

2. Representations and Warranties

2.1 The Customer represents and warrants that:

- (a) there are no legal proceedings pending or threatened before any court or tribunal or any forum whatsoever against the Customer;
- (b) the Customer is not unable to pay its debts or insolvent within the meaning of the Insolvency, Restructuring and Dissolution Act 2018;
- (c) the Customer has not entered into any statutory or other arrangement (voluntary or otherwise) or composition for the benefit of creditors generally;

- (d) no bankruptcy petitions/proceedings or statutory demands or orders have been made against the Customer;
- (e) none of the proceeds of the Loan will be used or applied, whether directly or indirectly, in breach of or contrary to any Regulatory Requirements of any applicable jurisdiction, including those that relate to bribery, corruption, money laundering, terrorism financing and sanctions.

2.2 The above representations and warranties are deemed to be made by reference to the facts and circumstances then existing at all times while a Loan is outstanding.

3. Events of Default

3.1 Each of the following events shall constitute an event of default:

- (a) the Customer defaults in the payment of any sum due or payable to us (including any instalment of the Loan or interest thereon) in connection with the Loan on its due date or on demand;
- (b) the Customer fails to perform or commits or threatens to commit a breach of any of the provisions of the Approval Letter, the Product Terms and/or these Terms and Conditions;
- (c) any present or future indebtedness of the Customer is not paid when due (or within any applicable grace period) or becomes (or becomes capable of being declared) due and payable prior to its stated maturity;
- (d) the Customer:
 - (i) dies or becomes mentally unsound; or
 - (ii) enters into any statutory or other arrangement (voluntary or otherwise) or composition for the benefit of creditors generally; or
 - (iii) have a statutory demand served against him or her; or
 - (iv) leaves Singapore permanently for any reason whatsoever; or
 - (v) has a petition presented for an order of bankruptcy or sequestration of his or her estate; or
 - (vi) has a bankruptcy order made against him or her or have a receiver or a trustee in bankruptcy appointed over his or her estate or property or any part thereof;
- (e) any legal proceedings, suits or action of any kind whatsoever (whether criminal or civil) shall be instituted against the Customer;
- (f) any information, statements, declarations, representation and warranties provided by the Customer or deemed to be provided by the Customer to the Bank is found to be incorrect or false in any respect or ceases to be correct or true in any respect;
- (g) if it becomes impossible or unlawful for us to make available or continue to make available for Loan to the Customer;
- (h) there shall occur any circumstances of any nature which in the Bank's opinion may prejudice the ability of the Customer's ability to repay the Loan or cause the Bank to be unable to make available or continue to make available the Loan to the Customer.

3.2 Without prejudice to the generality of Clause 4.1, upon the occurrence of such event of default, all outstanding Loans together with all interest thereon and all other sums of money due and owing to the Bank shall immediately become due and payable by the Customer.

4. Right of Review and Amendments

- 4.1 The Loan is uncommitted and the Bank may, from time to time at its absolute discretion, and without furnishing any reasons:
- (a) cancel or terminate the Loan;

- (b) vary the prevailing rates, charges or fees applicable to the Loan as set out on the official CIMB website or otherwise notified to the Customer in such manner as the Bank determines appropriate;
 - (c) amend any one or more of the terms and conditions in the Approval Letter, the Product Terms and/or these Terms and Conditions; and/or
 - (d) demand immediate payment of all or any part of the monies outstanding under or in connection of the Loan.
- 4.2 Any amendment(s) or variation(s) shall take effect from the date stated in the notice, which, in the case of variations which relate to fees and charges, shall in most instances be no less than 30 days from the date of the notice. Notwithstanding Clause 14 (*Communications and Instructions*), the Bank may notify the Customer of any such amendment(s) or variation(s) by:
- (a) publishing such amendment(s) or variation(s) in the statement of account sent to the Customer;
 - (b) displaying such amendment(s) or variation(s) at our branches or automated teller machines;
 - (c) posting such amendment(s) or variation(s) on our website;
 - (d) electronic mail or letter;
 - (e) publishing such amendment(s) or variation(s) in any newspaper(s); and/or
 - (f) such other means of communication as the Bank may determine at its absolute discretion.
- 4.3 If the Customer does not accept the amendment(s) or variation(s), the Customer shall forthwith repay all monies owing under or in connection with the Loan. Where the Customer continues to use the Loan or if any monies remain outstanding under or in connection with the Loan after the date stated in such notification, the Customer shall be deemed to have agreed with and accepted the amendment(s) or variation(s).

5. Payments and Taxes

- 5.1 Any payment by the Customer to the Bank shall be made free and clear of and without deduction in respect of any tax or similar levies. If any deduction is required, the Customer will pay an additional amount necessary to ensure that the Bank receives an amount that would otherwise be received had no such deduction been required.
- 5.2 The Customer shall be responsible for all goods and services tax and all other taxes or levies that may be imposed on or be payable in respect of any amount payable to the Bank or any other matters under or in connection with the Loan, the Approval Letter, the Product Terms and/or these Terms and Conditions. The Customer shall pay such taxes or levies in addition to all other sums payable and the Customer agrees to indemnify the Bank if the Bank is required by law to collect and/or make payment in respect of such tax or levies.
- 5.3 If at any time, any payment by the Customer or for the Customer's account or any discharge given by the Bank may be void, voidable or set aside, or is avoided or reduced as a result of insolvency or any similar event, the Customer's liability shall continue as if the payment, discharge, avoidance or reduction has not occurred. No release, settlement or discharge which may have been given or made on the faith of any such payment or transaction shall prejudice or affect the Bank's right to recover from the Customer or any third party the full extent of the Customer's liability as if such release, settlement or discharge has never been given or made.
- 5.4 If any payment falls due on a day which is not a Business Day, then payment shall be made on the preceding Business Day.
- 5.5 If any payment falls due on a day where there is no numerically corresponding day in the calendar month in which that payment is to be made, then payment shall be made on the last Business Day in that calendar month.

6. Appropriation of Payments

- 6.1 The Bank may apply any payment made or sent by the Customer to interest, fees, principal or any amount due in such proportion and order and generally in such manner as we may deem fit.

7. Set Off

- 7.1 The Bank may at any time and without prior notice or demand combine or consolidate any and all account(s) maintained by the Customer with the Bank (whether matured or not) and regardless of where the accounts are located or whether the accounts are held in the Customer's sole name or jointly with others and/or set off or transfer any sum standing to the credit in any or all such account(s) in or towards the discharge or payment of any and all sums, obligations or liabilities due to the Bank from the Customer whether such liabilities are present, future, actual, contingent, primary, collateral, several or joint.
- 7.2 Where the balances and liabilities are not expressed in the same currency, the Bank is authorised to effect any necessary conversions at its own rate of exchange then prevailing.
- 7.3 Where any set off or consolidation undertaken by the Bank involves the conversion of one currency to another, the Bank shall make the necessary conversion at the Bank's prevailing currency exchange rate.

8. Right to Debit

- 8.1 The Customer authorises the Bank at any time without notice to debit any of the Customer's account(s) (whether in the Customer's sole name or jointly with any other person) with the Bank to perform any or all of the following:
- (a) to pay all amounts payable by the Customer under or in connection with the Loan, the Approval Letter, the Product Terms and/or these Terms and Conditions;
 - (b) to debit any sum from any of the Customer's accounts where the Bank is notified of or reasonably determines that such sum has been credited into the Customer's accounts due to a mistake, error or omission; and/or
 - (c) where the Bank has reasonable grounds to do so for any other reason.

9. Indemnities

- 9.1 The Customer shall indemnify and keep the Bank fully indemnified against all claims, demands, actions, suits, proceedings, orders, losses (direct or consequential), damages, costs and expenses (including all duties, taxes and other levies and legal fees on a full indemnity basis) and any and all other liabilities of whatsoever nature or description howsoever arising which the Bank may sustain or incur directly or indirectly in connection with the Loan, the Approval Letter, the Product Terms and/or these Terms and Conditions, including without limitation:
- (a) failure by the Customer to pay or repay to the Bank any sum due to the Bank on its due date on or demand (including all interest accrued thereon);
 - (b) the Customer's breach of any one or more provisions of the Approval Letter, the Product Terms and/or these Terms and Conditions;
 - (c) the enforcement or protection of by the Bank of its rights and remedies against the Customer, or in obtaining or seeking to obtain payment of all or any part of the monies dues and owing to the Bank under or in connection with the Loan, the Approval Letter, the Product Terms and/or these Terms and Conditions;
 - (d) any change in the existing laws, Regulations or governmental directives relating to the provision of the Loan and/or which may have an effect on the Approval Letter, Product Terms and/or these Terms and Conditions;
 - (e) any actions or decisions taken by the Bank for the purpose of compliance with, or which the Bank deems necessary or desirable in connection with any sanctions, government requirements, order of court of a relevant jurisdiction, foreign exchange controls, anti-money laundering or anti-financing-terrorism requirements and any other laws and Regulations; and
 - (f) the Bank relying on any declarations and/or representations made by the Customer in any account opening form, applications, these Terms and Conditions and/or all other information and/or materials submitted or provided by the Customer to the Bank.

10. No Liability

- 10.1 Notwithstanding any other provision in the Approval Letter, the Product Terms and/or these Terms and Conditions, the Bank shall not be responsible or held liable for any expense, loss, damage, liability or other consequences suffered or incurred by the Customer or by any other person:

- (a) in connection with the Loan, the Approval Letter, the Product Terms and/or these Terms and Conditions;
- (b) if the Bank is unable to perform its obligations under the Approval Letter, the Product Terms and/or these Terms and Conditions for any reason whatsoever;
- (c) for acting in good faith on the Customer's instructions or instructions purporting to be given by the Customer;
- (d) for any loss or damage caused by any delay or failure in any transmission or communication facilities;
- (e) arising from the fraud, forgery, negligence or lack of authority of any person whatsoever except the Bank and the Bank's employees;
- (f) arising from the Customer's negligence, default or misconduct;
- (g) for any act or omission (including any negligence or wilful misconduct) or bankruptcy or insolvency of any agent, nominee, correspondent or counterparty used by the Bank;
- (h) arising from the Bank exercising any of its rights under the Approval Letter, the Product Terms and/or these Terms and Conditions; and
- (i) arising out of any delays in connection with any security processes performed by the Bank for fraud detection, anti-money laundering, anti-financing-terrorism purposes, or to comply with any sanctions, law or Regulations.

11. Authorisation of Consent for Credit Checking

The Customer confirms that the Bank is authorised to verify and/or make any checks and/or obtain any information and/or confirmation, with or from any credit reference agencies and/or any other agencies and/or from any financial institution, on the Customer and/or any other person, individual and/or entity as the Bank may deem fit, for any purposes which the Bank deems fit.

12. Disclosure

- 12.1 The Customer irrevocably and unconditionally authorises and consents to the disclosure of any customer information (as defined in the Banking Act) or any information whatsoever relating to the Customer by the Bank to any person, at any time and for any purpose, including without limitation disclosures to:
- (a) the Bank's parent or ultimate holding company, any of the Bank's affiliates (including branches or head office) whether in or outside Singapore;
 - (b) the Monetary Authority of Singapore and any statutory and revenue authorities in any relevant jurisdiction;
 - (c) the police, any public officer in connection with any investigation of offence, or any person to the extent required for the purpose of any litigation, arbitration, investigative or regulatory proceedings or procedure;
 - (d) any of the Bank's auditors and professional advisers and any other persons providing services to the Bank, whether in Singapore or elsewhere (including any rating agency, insurer or insurance broker, director or indirect provider of credit protection, debt collection agency, credit reference agency or contractor);
 - (e) any person or organisation whether in Singapore or elsewhere, engaged by the Bank for the purpose of performing or in connection with the performance of services or operational functions of the Bank where such services or operational functions have been out-sourced;
 - (f) the Bank's agents, correspondents, intermediaries, beneficiary banks and counterparties (or proposed counterparties);
 - (g) any person or such class of persons as specified in the Third Schedule of the Banking Act 1970 or to whom disclosure is permitted or required by the Banking Act or to any other

person or entity in connection with any statutory provision, law or Regulations, including where required by any domestic or overseas regulators or tax authorities to establish your tax liability in any/or the relevant jurisdiction;

- (h) any regulatory authorities having jurisdiction over the Bank or the related corporations of the Bank at their request;
- (i) any credit bureau or any other organisation or corporation or to any member thereof, for the purposes of, without limitation, assessing the Customer's credit worthiness;
- (j) any person in connection with any assignment, transfer or novation (or potential assignment, transfer or novation) by the Bank;
- (k) credit or charge card companies in relation to credit or charge card enquiries;
- (l) the Bank's stationery printer, external printer, agent or storage or archival service provider (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storage, microfilming and/or filing personalised cheques, statements of accounts, cards, labels, mailers or any other documents or items on which the Customer's name and/or other particulars appear, or any data or records or any documents whatsoever;
- (m) any information gathering or processing organisation or department conducting surveys on the Bank's behalf whether in Singapore or elsewhere;
- (n) any person in compliance with, or whom the Bank in good faith believes is entitled to such relief pursuant to, the order, notice or request of any government agency or authority or courts in Singapore or of a jurisdiction where any of the Bank's overseas branches or offices are situated or where the Bank has assets;
- (o) any person or organisation for the purpose of collecting and recovering for and on the Bank's behalf, or securing for your benefit or repaying on your behalf, any sums of money owing to the Bank from you;
- (p) any receiver appointed by the Bank;
- (q) any person who is a recipient of a transaction initiated by you (but only to the extent required to identify you as the originator of the transaction) or to any person who is a potential sender of a transaction to you (but only to the extent required to confirm your identity as the intended beneficiary of the transaction) or to any person who has successfully sent a transaction to you (but only to the extent required to confirm your identity as the recipient of the transaction);
- (r) any person which we believe in good faith to be you or your authorised signatory;
- (s) your solicitors or legal representatives. For this purpose, you agree that we may reasonably rely on any correspondence from such persons or entities stating to be your solicitors or legal representatives;
- (t) any person or organisation to clarify or correct any wrongful or erroneous belief, representation or allegation to any third party, whether made by you or on your behalf, both in public and in private, regarding any of the Bank's dealings with you or otherwise in relation to the Bank's products, processes or policies, regardless of the form of media or platform which may include but is not limited to, published articles, posts, complaints or petitions;
- (u) any persons who are being assessed by the Bank as potential service providers and who have signed a non-disclosure agreement with the Bank; and/or
- (v) any person, corporation, firm, partnership, limited partnership, limited liability partnership, society, association, trade union, institution and other business concern, whether local or foreign, where we in good faith deem it reasonable to make such disclosure.

12.2 The Customer further agrees that the persons specified in this Clause and any service provider selected by them may further disclose such information as required by any applicable law,

regulation, judgment or order of court or of any tribunal or otherwise, in Singapore or any other jurisdiction (including without limitation any governmental authority, regulator including any central bank or other fiscal or monetary authority in any jurisdiction).

- 12.3 This Clause is not, and shall not be deemed to constitute, an express or implied agreement by the Bank with any Customer for a higher degree of confidentiality than that described in Section 47 of the Banking Act and in the Third Schedule to the Banking Act. Further, this provision shall be in addition to, and not in substitution for, (a) any other agreement/provision agreed to between the parties (whether before or after the date hereof) which gives broader rights of disclosure to either party than contained herein or (b) the Bank's other rights of disclosure under and pursuant to any applicable law, including without limitation the Banking Act or the Personal Data Protection Act and nothing herein is to be construed as limiting any of those other rights. The Bank's right to disclose information as set out in this Clause shall survive the termination of the Loan and/or the termination of any relationship between the Customer and the Bank for any reason whatsoever. It is hereby agreed that the Bank and any officer or the Bank may disclose the foregoing information to the fullest extent permitted by the Banking Act or any other statutory provision or law.
- 12.4 The Bank's rights under this Clause shall be in addition to and without prejudice to the Bank's other rights of disclosures available pursuant to the Banking Act (as may be amended or revised from time to time) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.
- 12.5 The consent under this Clause shall survive the Customer's death, incapacity or dissolution and/or the termination of any relationship between the Customer and the Bank for any reason whatsoever.

13. Personal Data Protection

- 13.1 The Bank's Personal Data Protection Terms and Conditions (the "**CIMB Personal Data Terms**", available at <https://www.cimb.com.sg/content/dam/cimbsg/personal/document/tnc/regulations-policies/pdpa.pdf> or on request, and as may be amended and/or substituted from time to time) is incorporated by reference into and forms part of these Terms and Conditions and shall apply to all personal data that the Customer provides to the Bank or that the Bank obtains from any other sources or that arises from the Customer's relationship with the Bank or any of the Bank's affiliates.
- 13.2 The Customer agrees and consents to the Bank's collection, use, disclosure and processing of personal data in accordance with the CIMB Personal Data Terms and these Terms and Conditions. The Customer's consent given in this Clause is also given to the Bank's collection, use or disclosure of the personal data for the purposes mentioned in Clause 12 (*Disclosure*) in accordance with the CIMB Personal Data Terms and these Terms and Conditions.
- 13.3 Where the Customer provides the Bank with the personal data of an individual (other than the Customer itself), the Customer represents, undertakes and warrants that the Customer has obtained that individual's prior agreement and consent to the collection, use, disclosure and processing of that individual's personal data by the Bank in accordance with the CIMB Personal Data Terms and these Terms and Conditions and that the personal data provided by the Customer to the Bank is true, accurate and complete.
- 13.4 In the event of any conflict or inconsistency between these Terms and Conditions and the CIMB Personal Data Terms, the provisions of these Terms and Conditions shall prevail.
- 13.5 Any consent given by the Customer in relation to the collection, use, processing and disclosure of personal data shall continue notwithstanding the Customer's death, incapacity and/or the termination of any relationship between the Customer and the Bank for any reason whatsoever.

14. Communications and Instructions

- 14.1 Any certificate, statement, notice, demand and all other correspondence by the Bank to the Customer or any document relating to or by which any legal proceedings against any Customer is commenced by the Bank ("**Correspondence**") may be served on the Customer:
- (a) personally;
 - (b) by leaving it at or by post to the Customer's Specified Address; or
 - (c) by telex, facsimile, email or other means of communication (including without limitation any other form of electronic media) to the Customer's Specified Address.
- 14.2 The Correspondence shall be deemed to have been delivered on the day it was delivered personally or transmitted by telex, facsimile, email or other means of communication, or if sent

by post on the day following posting. Correspondence will be considered duly delivered in accordance with the foregoing even if it is returned undelivered.

- 14.3 If the Customer has died and at the material time there has not been issued, or the Bank has not received, a copy of a grant of probate of the deceased's will or letter of administration in respect of the deceased's estate in either case, with notification in writing of an address for communication with the deceased's representatives, any notice to the Customer may be served in a manner as if the deceased were still living and as if the deceased's address was the address was last known to the Bank prior to the deceased's death.
- 14.4 The Customer shall notify the Bank in writing immediately of any change(s) in the Customer's mailing address, registered address, place or residence, email address, telex or facsimile number or other number/address used for other means of communications.
- 14.5 Any notice or other communication to be given or made by the Customer to the Bank may be made by letter addressed to the Bank at 30 Raffles Place, #04-01, Singapore 048622, and will only be effective when actually received by the Bank.
- 14.6 Without prejudice to the foregoing, the Bank shall be entitled (but not bound) to accept any notice or instructions signed or sent or given or purporting to be signed or sent or given by the Customer through email, facsimile, telex, telephone or other written or oral mode of communication provided the Bank will not be liable for so acting in good faith upon any such notice or instructions notwithstanding that it shall subsequently be shown that the same was not given or signed or sent by the Customer, and where the Bank relies and acts in accordance with any oral instructions communicated over the telephone or in person from time to time given or purporting to be given by the Customer, whether or not written confirmation of such oral instructions is subsequently sent by the Customer and irrespective of the contents of such written confirmation if so sent, and whether or not such oral instructions are in fact genuine. Any such notice or instruction shall be deemed to have been given, sent, served or received at the time of acknowledgement of receipt by the Bank's duly authorised officer. All instructions once received by the Bank shall not be cancelled, withdrawn or amended unless the Bank at its absolute discretion agrees otherwise.
- 14.7 Where the Customer gives the Bank instructions by telephone or by accessing the Bank's website, the Customer shall authenticate the transaction by the security procedures which the Bank notifies the Customer of from time to time.
- 14.8 The Customer irrevocably consents to the Bank recording any telephone conversation with the Customer whether with or without the use of a tone warning device and such recordings or transcripts thereof may be used as evidence in any disputes.
- 14.9 If there is any ambiguity or inconsistency or conflict in the Customer's instructions, the Bank may choose not to act upon them unless and until the ambiguity or conflict has been resolved to the Bank's satisfaction.
- 14.10 The Customer agrees that communications which involve the use of facsimile, telex, telephone, email or other electronic means are not secure or virus or error free and could be intercepted, corrupted, lost, destroyed or arrive late, and neither the Bank nor any of its affiliates will be liable to the Customer for any of these occurrences. The Customer shall bear all risks of communications made by the Customer to the Bank and by the Bank to the Customer. The Bank shall not be liable in the event that any communication is delayed, intercepted, lost and/or fails to reach the Customer during delivery, transmission or dispatch or if the content of such communication is disclosed to any third party during transit except where such delay, interception, loss and/or delivery failure or disclosure to any third party was due solely to the Bank's gross negligence or wilful default.

15. Electronic Signature, Records And Documents

- 15.1 Where the Bank in its absolute discretion agrees to accept any notice or instruction from the Customer through facsimile, telex, telephone, email or other electronic means (each such instruction an "**Electronic Instruction**"), the Bank shall be entitled to require the Customer to sign such Electronic Instruction, and in this connection the Customer authorises and consents to the Bank collecting and linking his/her signature with the relevant Electronic Instruction in electronic form, upon the submission of the Customer's electronic signature or electronic image of the Customer's signature, in a manner which complies with our internal processes and requirements.
- 15.2 The Customer agrees that such signature collected, received and/or stored in such electronic form shall be deemed to be equivalent to the Customer's signature in hard copy for all purposes provided such signature is collected in a manner which complies with the Bank's internal requirements and any requirement under all applicable laws and regulations.

- 15.3 The electronic data or images of any form, document, instruction or communication, other electronic documents, instruction or communication and all records in electronic form (collectively, “**Electronic Records**”) maintained by the Bank or on the Customer’s behalf where any signature(s) in electronic form has/have been affixed or appended, which fulfil the Bank’s internal processes and requirements and any requirement under all applicable laws and regulations, shall be deemed to be valid, accurate and authentic, and given the same effect as if such Electronic Records in electronic form were written and signed between the Customer and the Bank in hard copy.
- 15.4 The Electronic Records can be used as evidence in any court proceedings as proof of their contents. The Customer shall not dispute the validity, accuracy or authenticity of the contents of any such Electronic Records, including evidence in the form of activity or transaction logs, computer or electronic records, magnetic tapes, cartridges, computer printouts, copies, or any other form of computer or electronic data or information storage or system, and that such Electronic Records shall be final and conclusive of the information and the Customer’s instruction and agreement of any matter set out in the associated Electronic Instruction, save in the case of our manifest or clerical error. The Customer further agrees that the security procedure applied or to be applied to verify any signature(s) in electronic form that has/have been affixed or appended to any Electronic Instruction is commercially reasonable and secure, pursuant to the Electronic Transactions Act 2010.

16. Malware, Phishing and other Risks

- 16.1 The Customer acknowledges and agrees that transactions carried out over the internet or other communications networks may be subject to security risks which may include but not be limited to:
- (a) monitoring and recording of your personal data, transactions, usage patterns;
 - (b) use of your personal data, transactions, usage patterns to perform unauthorised transactions or to commit or facilitate crime;
 - (c) installation of malware, viruses, monitoring or malicious code on your computer systems and/or other devices which may then collect and communicate to third parties information or other data about you;
 - (d) malfunctioning network connections or hardware failure;
 - (e) “phishing” or other websites or emails which mimic the appearance of our websites or official communications, but do not in fact originate from us, and which may be used to collect information about you or deceive you into entering into transactions or providing information; and
 - (f) “man-in-the-middle” or other interception of your communications with us or our service providers.
- 16.2 Transactions carried out over the internet or other communications networks is entirely at the Customer’s own risk. The Customer shall be solely liable for any transactions and any loss, damage or claim arising in connection with any such use.

17. Conclusive Evidence

- 17.1 Any statement or certificate issued by the Bank as to any amount due to the Bank shall, in the absence of manifest error, be binding on and conclusive evidence against the Customer that such amount is in fact due and payable.

18. Further Information

- 18.1 The Customer agrees to provide the Bank with such information and documents as the Bank may from time to time require in connection with the Loan, the Approval Letter, the Product Terms and/or these Terms and Conditions (including without limitation any information or document required for the Bank’s compliance with applicable anti-money laundering laws or regulations).

19. Statement of Integrity

- 19.1 The Customer acknowledges that the Bank is required to comply with the Bank’s Anti-Bribery and Corruption Policy Statement which can be obtained at: <https://www.cimb.com/en/sustainability/governance-and-risk.html>.

19.2 In the event that the Customer has any suspicions or concerns regarding any attempt by the Bank or any of its affiliates to solicit any bribe or advantage (whether financial or otherwise) from any person, or conduct which conflicts with the Bank's Anti-Bribery and Corruption Policy Statement, the Customer may report those concerns by following the procedure set out in the Bank's Whistle Blowing Policy which can be obtained at: <https://www.cimb.com/en/who-we-are/overview/corporate-governance/code-of-conduct/whistle-blowing.html>.

19.3 The Customer warrants and undertakes that he/she has and will comply with all applicable anti-bribery and anti-corruption laws. The Customer acknowledges and agrees that a breach of this warranty and undertaking may be considered by the Bank to be a material breach of these Terms and Conditions and the Bank may, at its discretion, without prejudice to the generality of Clause 4.1, cancel and/or demand immediate payment of all or any part of the monies outstanding under or in connection of the Loan.

20. Assignment/Transfer

20.1 The Customer shall not assign any of its rights, remedies or obligations under the Approval Letter, Product Terms and/or these Terms and Conditions

20.2 The Customer agrees to any assignment, transfer or novation by the Bank of any of its rights, interests, benefits, obligations and liabilities under the Approval Letter, the Product Terms and/or these Terms and Conditions without the consent of the Customer.

21. Waiver

21.1 No forbearance, failure or delay by the Bank in exercising any right, power or remedy is to be deemed a waiver or partial waiver thereof nor shall any single or partial exercise by the Bank of any right, power or remedy prevent any further or other exercise of any other right, power or remedy.

21.2 No waiver by the Bank of any breach of the Approval Letter, Product Terms and/or these Terms and Conditions by the Customer is to be considered a waiver of any subsequent breach of the same or other provision of the Approval Letter, Product Terms and/or these Terms and Conditions. The Bank shall be considered to have waived its rights only if the Bank specifically notifies the Customer of such a waiver in writing.

21.3 The rights and remedies herein provided are cumulative and not exclusive of any other right or remedies provided by law.

22. Severability

22.1 If any one or more of the provisions in the Approval Letter, Product Terms or these Terms and Conditions are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of the Approval Letter, Product Terms or these Terms and Conditions shall not in any way be affected or impaired.

23. Third Party Rights

23.1 A person who is not a party to the Approval Letter, Product Terms and/or these Terms and Conditions shall have right under the Contracts (Rights of Third Parties) Act 2001 to enforce or enjoy the benefits of any term in the Approval Letter, Product Terms and/or these Terms and Conditions. Notwithstanding any term in the Approval Letter, Product Terms and/or these Terms and Conditions, the consent of any third party is not required to vary (including to release or compromise any liability) or terminate any of the Approval Letter, Product Terms and/or these Terms and Conditions.

24. Governing Law and Jurisdiction

24.1 The Approval Letter, Product Terms and these Terms and Conditions are governed by the laws of Singapore and Customer irrevocably submits to the exclusive jurisdiction of the courts of Singapore. The Customer agrees that the courts of Singapore are the most appropriate and convenient courts to settle disputes and will not argue to the contrary.

24.2 This Clause is for the benefit of the Bank only. As a result, the Bank shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

Thank you for banking with CIMB Bank.