

## TERMS AND CONDITIONS GOVERNING CIMB MONEY LOCK SERVICE

- 1. CIMB Money Lock service ("Service") is a service that allows customers to earmark funds in their current, savings, foreign currency, and fixed deposit ("FD") accounts with CIMB Bank Berhad, Singapore Branch ("CIMB", "CIMB Bank" or the "Bank") that are denominated in Singapore Dollar and respective foreign currencies held in foreign currency accounts, and you may apply for the Service by logging on to CIMB Clicks, visiting the branch or contacting our CIMB At-Your-Service Call Centre. CIMB Preferred customers can also contact your Relationship Manager or Assistant Relationship Manager.
- 2. Funds earmarked under the CIMB Money Lock service may only be withdrawn in person by you and/or the joint account holder(s) in accordance with the account operating mandate at our branch in Singapore, subject to such regulations and requirements as we may impose. Funds earmarked under the CIMB Money Lock service cannot be withdrawn by any other means, including but not limited to online transactions, CIMB Clicks Online Banking, CIMB Clicks Mobile App, cheque, ATM withdrawals and debit instructions given through the CIMB At-Your-Service Call Centre.
- 3. For the avoidance of doubt, the joint account holder(s) must be appointed in accordance with the prevailing regulations and requirements of CIMB Bank.
- 4. If the Money Lock amount request is more than the available balance in the account, the Bank may elect to reject the request, but if the Bank allows the request, the Bank may elect to only earmark the available balance in the account.
- 5. The Bank will not be liable if there is any delay in reviewing the Money Lock request or if the Bank rejects Money Lock request. The Bank reserves the right in its absolute discretion to request for supporting documents relating to the request and/or to reject the Money Lock request.
- 6. The Bank reserves the right in its absolute discretion to release the earmarked funds without the consent or instructions of the account holder(s), including without limitation:
  - (i) In the event of account closure initiated by the Bank;
  - (ii) If we have received or we are obliged to comply with any regulations, judicial or statutory requirement of any relevant jurisdiction or request or we are served with a court order or other form of legal process requiring us to do so;
  - (iii) In the event of errors in the earmarked Money Lock amount;
  - (iv) In any scenario where we in good faith deem it reasonable to do so.
- 7. You acknowledge and accept when you apply for the CIMB Money Lock service that:
  - (i) funds held in CIMB Money Lock can only be withdrawn in person by you and/or the joint account holder(s) with original identification documents at our branch in Singapore, according to the signing mandate with the Bank. You may refer to CIMB website for the branch location and operating hours.
  - (ii) you will not have access to your funds held in the CIMB Money Lock if you and/or the joint account holder(s) are located overseas or are otherwise unable to visit our branch in Singapore in person to unlock the funds.
  - (iii) we can disregard any debit or withdrawal instruction given by you and/or the joint account holder(s) at our branch in Singapore if your identity and/or the joint account holder(s)' identity cannot be verified to our satisfaction.
  - (iv) locked funds cannot be used for GIRO or recurring payment.
  - (v) you should ensure you maintain sufficient available balance in the account to cover existing GIRO or recurring payment arrangements, to avoid late fees and charges.
  - (vi) Without limiting and in addition to the Bank's rights under the Deposits T&Cs, monies owing/payable to the Bank (including without limitation fees for unsuccessful GIRO deductions, charges and outstanding loan/financing amounts) may still be deducted by the Bank from the earmarked funds. For



avoidance of doubt, the Money Lock service shall not prevent or restrict us from exercising our rights under the Bank's Deposits T&Cs (including under Clause 20 (Combining of Accounts, Set-off and Security Rights)).

- 8. You can check your earmarked funds under the Money Lock service through CIMB Clicks Mobile App.
- 9. You will not be able to view your Money Lock amount on ATM.
- 10. Interest/Profit (based on the Bank's latest prevailing rates) is payable on CIMB Money Lock amount. We may from time to time at our absolute discretion, determine and vary the prevailing interest/profit rate. Prevailing rates may change depending on factors including but not limited to the interest rate environment. Please refer to our website for the up-to-date prevailing interest/profit rate on the accounts.
- 11. To receive any interest/profit, the CIMB account must be valid, subsisting and in good standing at all times as determined by us.
- 12. Without limiting any indemnity provided under any of the Bank's applicable terms and conditions, all account holders undertake to indemnify the Bank and to keep the Bank indemnified against all claims, costs, expenses, losses and damages, including those arising from: (a) the request made by any account holder for the Money Lock service (including to earmark or to release the Money Lock amount); and/or (b) breach of these Terms and Conditions.
- 13. During the period where the funds are held in CIMB Money Lock ("Locked Period"), foreign currency that is locked cannot be converted back to SGD or any other foreign currency, and SGD that is locked cannot be converted into foreign currency.
- 14. During the Locked Period, no administrative changes (maturity instruction, renewal, etc.) can be made to the locked fixed deposit placements without first unlocking them.
- 15. Money Lock service for fixed deposits can only be done by placements (i.e. based on the FD certificate number), and each placement has to be locked in full.
- 16. A locked FD placement (that is under auto-renewal) will continue to be locked upon auto-renewal.
- 17. For FD that is not under auto-renewal when the FD was locked, such FD placement that has been transferred to a CASA account upon maturity will no longer be locked once it has been transferred to the CASA account.

## **General Terms and Conditions**

- By applying for the CIMB Money Lock service, customers agree and consent that CIMB Bank may use, disclose and process personal data provided by them for one or more of the purposes stated in CIMB Bank's Terms and Conditions Governing Personal Data Protection Act (PDPA) 2012 (available on www.cimb.com.sg) and for the purposes stated below and all customers confirm that they have read and agree to be bound by the terms stated therein, as may be amended, supplemented and/or substituted by CIMB Bank from time to time:
  - (i) disclosing the personal data of the customers to any service providers in connection with the Service; and/or
  - (ii) providing the Service.



- 2. CIMB Bank assumes no responsibility for incomplete, lost, late, damaged, illegible, misdirected forms and/or other forms of communication which may result in the customer being ineligible to apply for the Service.
- 3. CIMB Bank reserves the right to amend, revoke, vary or add to the terms and conditions of the Service or suspend or terminate the Service and/or any of its governing terms in its absolute discretion at any time without any liability and such changes shall be binding on customers with effect from the earliest of the following:
  - (i) the date CIMB Bank places notice of such changes on its Singapore website;
  - (ii) the day after CIMB Bank sends notice of such changes to the customer's last known address in the records of CIMB Bank by ordinary post;
  - (iii) the day after CIMB Bank sends notice of such changes to the customer by short messaging system (SMS) or electronic mail; and/or
  - (iv) the date CIMB Bank places such notice at all of its branch(es) in Singapore.
- 4. The customers confirm that they have read and agree to be bound by the terms stated herein, as may be amended, supplemented and/or substituted by CIMB Bank from time to time.
- 5. Any termination, suspension, amendment or variation of these Terms and Conditions by CIMB Bank or the terms and conditions herein shall not entitle any customer to any claim or compensation from CIMB Bank for any and all losses or damages suffered or incurred by that customer, whether directly or indirectly caused.
- 6. In case of dispute (including any dispute as to CIMB Bank's determination of the eligibility of customers for the Service), CIMB Bank's decision on all matters relating to the Service is final and binding and no further correspondence or claims will be entertained.
- 7. CIMB Bank Terms and Conditions Governing the Operations of Deposits Account (available on www.cimb.com.sg) ("Deposits T&Cs") apply. In the event of any inconsistency between the terms and conditions of the Service and the terms and conditions stated above or any application form, brochure, marketing or promotional material relating to the Service, these terms and conditions shall prevail to the extent of matters relating to the Service.
- 8. These terms and conditions shall be governed by the laws of Singapore and the customers irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
- 9. A person who is not a party to any agreement governed by these terms and conditions shall not have any right under Contracts (Rights of Third Parties) Act 2001 to enforce any of these terms and conditions.

## **Deposit Insurance Scheme**

Singapore dollar deposits of non-bank depositors are insured by the Singapore Deposit Insurance Corporation, for up to S\$100,000 in aggregate per depositor per Scheme member by law. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured.