

# CIMB Third Party Digital Wallet Agreement ("Terms and Conditions")

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This CIMB Third Party Digital Wallet Agreement (hereinafter referred to as "Agreement") sets out the terms and conditions governing the addition and use of your CIMB Card(s) in a Digital Wallet. If you create, activate or use your Card within a Digital Wallet, you agree to be bound by these terms and conditions.

Unless otherwise expressly stated herein, your use of Digital Wallet is governed by the terms and conditions of this Agreement which are in addition to the prevailing terms and conditions applicable to any Card (hereinafter defined) you may have with CIMB Bank.

This Agreement is to be read in conjunction with CIMB Bank's Privacy Policy and any instructional material or user guide(s) which may be provided by CIMB Bank to you as well as any other terms, conditions and provisions which CIMB Bank may prescribe from time to time. Should there be any conflict between this Agreement and any other agreement you may have with CIMB Bank or any of its subsidiaries, affiliates and/or business partners, the terms and conditions of this Agreement shall prevail to the extent that it relates to your use of CIMB Card(s) in a Digital Wallet.

In addition, this Agreement is also subject to your acceptance of and is governed by the terms and conditions governing Digital Wallet determined by the Digital Wallet Provider. You are solely responsible for the compliance of these terms and conditions.

## DEFINITIONS

**"Agreement"** refers to the terms and conditions of the Digital Wallet Agreement herein, as may be varied by CIMB from time to time.

**"Card(s)"** refers to one or more of your CIMB Bank card(s) or any other cards as may be determined by CIMB from time to time which can be added into your Digital Wallet Account.

**"Cardmember(s)"** refers to the individual named on the Card.

**"CIMB" or "CIMB Bank"** refers to CIMB Bank Berhad (Company No: 197201001799 (13941-P)) and includes its subsidiaries and its successors in title and assigns and where applicable any of them.

**"Digital Wallet"** refers to a third party application and related services provided through the Digital Wallet Provider for the Devices which enables Cardmembers to store tokens that represent credit, debit or prepaid cards as authorised by CIMB in a Device and securely transmit such token to merchant to make payments or facilitate other transactions.

**"Digital Wallet Account(s)"** refers to account(s) created specifically for Digital Wallet. Each Digital Wallet Account may require, among others, a Digital Wallet Username and Digital Wallet Passcode for access as may be determined by the Digital Wallet Provider.

**"Digital Wallet Passcode"** refers to the passcode, password or personal identification number which is used to access a Cardmember's Digital Wallet Account as determined by the Digital Wallet Provider.

**"Digital Wallet Provider"** refers to a company, entity or organization that owns, provides and/or manages the Digital Wallet.

**"Digital Wallet Username"** refers to any unique identifier such as an email address as may be determined by the Digital Wallet Provider.

**"Device(s)"** refers to any device(s) as may be determined by CIMB and/or the Digital Wallet Provider from time to time at its absolute discretion including but not limited to personal computers, laptops, tablets, mobile telephone and/or other mobile devices that supports the Digital Wallet.

**"Fees and Charges and Taxes"** refers to applicable fees and charges and/or taxes in relation to your addition and/or usage of the Card in the Digital Wallet as may be determined by CIMB from time to time.

**"Fingerprint(s)"** refers to the fingerprint imprint(s) saved on a Cardmember's Device(s) which supports fingerprint authentication function as may be determined by the Digital Wallet Provider from time to time at its absolute discretion and may be used in place of your Digital Wallet Passcode and/or Digital Wallet Username as determined by the Digital Wallet Provider to access your Digital Wallet Account.

**"Instruction(s)"** refers to any request, application, authorisation or instructions in whatever form given or transmitted through Digital Wallet to the Digital Wallet Provider and/or CIMB by you or any other persons purporting to be you, whether authorised or unauthorised.

**"Jail-broken or Rooted"** refers to Device(s) that have been modified to gain access and/or alter to the operating system, system files or settings.

**"Loss(es)"** refers to any and all losses, damages (financial and otherwise), injuries, embarrassments, costs, charges, taxes, duties, levies, penalties and/or expenses of whatsoever nature, including legal fees on a full indemnity basis.

**"Network Service Provider"** refers to a business or organization that provides you with access to the internet.

**"Officers"** refers to any director, officer, employee or servant of CIMB.

**"One-Time Password" or "OTP"** refers to a security feature that has been implemented to provide second layer of protection when authorising certain actions on Digital Wallet. It is a code sent to the mobile number registered to your CIMB Card that needs to be entered to verify your ownership of the card or to authorise other specific actions.

**"Service(s)"** refers to any or all service(s) associated with Digital Wallet as may be offered by CIMB and/or the Digital Wallet Provider from time to time.

**"Supported Terminal(s)"** refers to terminals that support acceptance of contactless transactions or magnetic secure transmission transactions.

**"You", "Your" or "Yourself"** refers to Cardmembers who add or have added Card in the Digital Wallet.

## **1. ELIGIBILITY AND ADDITION OF CARD IN A DIGITAL WALLET**

1.1 Subject to the terms and conditions herein, addition and usage of a Card in a Digital Wallet is made available to CIMB Cardmembers who carry a Card and a Device. CIMB Bank may in its

sole discretion decide to change the eligibility criteria or restrict certain Cards from being added into your Digital Wallet Account. If your Card(s) and/or underlying account(s) are not in good standing, the Card(s) may not be eligible to be added and/or used for the Digital Wallet and its service(s) herein.

- 1.2 You may add and use a Card in a Digital Wallet by following the instructions of the Digital Wallet provider. You acknowledge that CIMB and/or the Digital Wallet Provider retains the right to decline the addition of a Card or to suspend, remove or reactivate the Card in the Digital Wallet at its discretion. CIMB shall not be responsible or liable if you are unable to add or use a Card in the Digital Wallet for any reason whatsoever.
- 1.3 For purposes of verifying ownership, CIMB may send you an OTP when you attempt to add your Card into the Digital Wallet. You acknowledge that this OTP shall be sent to your mobile number registered to the Card with CIMB Bank, as the case may be.
- 1.4 When you add your Card for use with the Digital Wallet, you acknowledge that certain Card and account information may be transmitted to and stored within your Device, with the Digital Wallet Provider and/or on the system of a third party working with the Digital Wallet Provider for purposes of the Digital Wallet, and the Card and account information may be used by abovementioned parties for the purpose for providing Digital Wallet services. CIMB shall not be responsible or liable to you or any third party for the use or misuse of any such information by the Digital Wallet provider and/or any third party.
- 1.5 The same Card can only be added once to one Device. If you add a Card that is already on one Device to a different Device, you are responsible to remove the Card from your first Device before adding it to the second Device, failing which CIMB reserves the right to remove any of your Card(s) if your Card(s) were found to be added on to multiple Device(s) and CIMB shall not be responsible or liable for any loss which you may suffer or suffered as a result of the removal.
- 1.6 CIMB is not the provider of and is not responsible for providing the Digital Wallet to you. CIMB shall only supply information to the Digital Wallet Provider to allow the addition and usage of the Card in the Digital Wallet. CIMB is not responsible for any failure of the Digital Wallet or the inability to use the Digital Wallet for any transaction. CIMB is not responsible for the performance or non-performance of the Digital Wallet and shall not be responsible or liable regarding any agreement which you enter into with the Digital Wallet Provider or any associated third-party that may impact your use of the Digital Wallet.

## **2. DIGITAL WALLET SERVICES**

- 2.1 You may make and authorise transactions with your Digital Wallet where Digital Wallet is accepted for payment. We will not responsible if any retailer refuses to accept your Mobile Card.
- 2.2 To make and authorise a transaction, you may place your Device near contactless readers or terminals (as may be determined by CIMB from time to time), and verify your identity as the Cardmember as determined by the Digital Wallet Provider.
- 2.3 You shall, at all times, be responsible for all Instructions transmitted to CIMB via your Digital Wallet Username, Digital Wallet Passcode, OTP and/or Fingerprint(s) saved on Device(s) regardless of whether they were made by you or someone purporting to be you and you hereby agree and acknowledge that CIMB would be entitled to rely on and treat any Instructions made, submitted or effected pursuant to the use and entry of your Digital Wallet Username, Digital Wallet Passcode, OTP and/or Fingerprint(s) as having been made, submitted and effected by you and accordingly, CIMB shall not be responsible or liable for any Losses which you may suffer, whether directly or indirectly, as a result of the same.

- 2.4 All Instructions transmitted to and/or received by CIMB through your Digital Wallet Username, Digital Wallet Passcode, OTP and/or Fingerprint(s) shall be deemed as regular and genuine Instructions made by you. For the avoidance of doubt, CIMB is under no obligation to verify the said Instructions with you to determine its authenticity but CIMB may, at its sole right and discretion, do so for its own purposes.
- 2.5 For Card(s) added to your Digital Wallet Account, you may be allowed to view the Card related information, such as transaction history, through the Digital Wallet. You acknowledge that some of the listed transactions may be authorising transactions, which are temporary and are subject to reversal (e.g. low value authorisation for Cardmember verification and pre-authorisation at petrol stations, restaurants and hotels).
- 2.6 You agree and acknowledge that any information pertaining to your Card(s) as displayed on the Digital Wallet may not necessarily reflect or indicate transactions that are yet to be processed and updated and therefore, should not be taken as conclusive.
- 2.7 Where a replacement Card is issued in the case of CIMB re-issue, renewal or lost Card, you can remove the previous Card and add the replacement Card in the Digital Wallet or you acknowledge that CIMB may update your replacement Card details in your Digital Wallet.
- 2.8 You agree and acknowledge that by adding Card(s) into your Digital Wallet Account and by using the Services, you are authorising payment for the merchant's product and/or services to be charged to your primary or selected Card whether or not the said transaction is authorised by you.
- 2.9 For transactions above the prevailing contactless transaction amount threshold(s) as prescribed by the CIMB, card network or Digital Wallet Provider from time to time, you may be required to present your physical Card or you may be subjected to additional verification such as your signature at the Supported Terminal depending on the acquirer, local regulations and/or industry regulations.
- 2.10 Completion of Digital Wallet transactions are also subjected to authorization and posting via existing transaction processing methods. In addition, you also acknowledge that receipts and records for Digital Wallet transactions may display the token card number instead of your physical Card number.
- 2.11 You acknowledge that CIMB reserves the rights to specify limits on the number of transactions, amount of transactions and the period which a Digital Wallet is allowed to be operated by giving you adequate prior notice.
- 2.12 When using a Digital Wallet to purchase any goods and/or services from a merchant, you acknowledge that there may arise situations due to merchant's system constraint or for any other reason, the merchant may not be able to accept this payment method and require you to complete the transaction with your physical Card or by cash. CIMB shall not be liable for any losses that you may suffer or have suffered as a result of the failure to complete or execute Instructions for transactions and the merchant's inability to accept this form of payments.

### **3. DISCLOSURE OF INFORMATION**

- 3.1 You hereby expressly authorise and permit CIMB to divulge, reveal and/or otherwise disclose any and all particulars and information relating to yourself or your Digital Wallet, Card(s), underlying account(s) or any transactions or dealings between you and CIMB via Digital Wallet and the Service(s) herein:-
  - i) To any of its subsidiaries, affiliates, business partners and/or any other persons to the extent necessary to complete, verify or restrict a transaction or Instruction;

- ii) To any of its subsidiaries, affiliates, business partners and/or other third party Digital Wallet Providers for support and product improvements.
- iii) To comply with laws, regulations, government agencies and authorities in Singapore and elsewhere including court orders and requests;
- iv) To verify the existence and condition of your Digital Wallet Account, Card(s), or underlying account(s) for a third party such as a credit bureau or merchant;
- v) To provide service(s) relating to your Digital Wallet Account, Card(s), or underlying account(s) or to offer other facilities, products and service(s) unless you duly inform us otherwise;
- vi) In connection with examination by banking authorities;
- vii) Where you request or authorise CIMB to do so, whether in writing or otherwise;
- viii) To protect and defend CIMB and its property; and
- ix) To protect the interest of the public including but not limited to the detection of crimes and the apprehension of criminals.
- x) Not in derogation of the provisions in Clause 3.1 above and subject to the provisions below which (i) prohibit disclosure of information to the Group Companies if objected to by you; and (ii) require your express consent for disclosure of information to third parties for the stated purposes, you hereby agree and authorise CIMB to disclose to any of its agents, service providers, auditors, legal counsel, professional advisors, security providers and guarantors in or outside Singapore and to companies within the group of CIMB as well as companies within the group of CIMB Group Holdings Berhad, CIMB's ultimate holding company ("the Group Companies") whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Singapore any information relating to you, your affairs and/or any accounts maintained by you with CIMB for facilitating the business, operations, facilities and service(s) of or granted or provided by CIMB and/ or the Group Companies to their customers.

Disclosure to the Group Companies shall be for facilitating the operations, businesses, cross-selling and other purposes of CIMB and/or the Group Companies provided always that disclosure for cross-selling purposes shall not be affected if such disclosure is objected by you by contacting CIMB at the following telephone number or address (which may be changed by CIMB from time to time by notice to you):

30 Raffles Place  
#04-01  
Singapore 048622  
Tel: +65 6333 6666

Further, where CIMB intends to share your information (excluding information relating to your affairs or account(s)) with third parties for strategic alliances, marketing and promotional purposes, CIMB shall ensure that your consent has been obtained.

- 3.2 You authorise CIMB to procure any information from any person, organization, authority, company, corporate or unincorporated body or any other entity as CIMB may in good faith deem fit in connection with your Digital Wallet Account, Card(s), underlying account(s) or the Service(s) herein and authorises the disclosure by such person of any information required by CIMB.
- 3.3 In submitting to CIMB any Instructions or in continuing with the Digital Wallet Account(s) or the use of the Service(s) herein, you shall be deemed to have conferred upon CIMB in such Instructions or by such conduct as the case maybe, your due authorisation and permission for such disclosure in accordance with the terms hereof.
- 3.4 Though CIMB shall endeavour to ensure the security of your information which is transmitted through Digital Wallet and the Service(s) herein, you agree and acknowledge that CIMB does not make any warranties in respect of the same and you hereby accept the risk associated with the use of the Internet medium including but not limited to the risk that all information transmitted through Digital Wallet may be accessed by unauthorised third parties and accordingly, you shall

not hold CIMB responsible or liable for any such unauthorised access, theft of information or any losses resulting therefrom.

## **4. YOUR RESPONSIBILITY AND UNDERTAKINGS**

- 4.1 You are advised to take necessary precautions to safeguard your Digital Wallet Username, Digital Wallet Passcode and/or OTP confidential and shall not share or disclose your Digital Wallet Username, Digital Wallet Passcode, Fingerprint(s) and/or OTP to any person whatsoever, including any Officers of CIMB. You are under a duty to exercise utmost care, diligence and precautions to safeguard your Device(s) from loss, theft or fraudulent use of your Device(s) to prevent any unauthorised use of your Cards in the Digital Wallet(s).
- 4.2 You agree that you shall, at all times, be solely responsible for all access and/or use of Digital Wallet made via your Digital Wallet Username, Digital Wallet Passcode, Fingerprint(s) and/or OTP, whether it was in fact made by you or by any other person(s) purporting to be you. You further consent and agree that your Digital Wallet Username, Digital Wallet Passcode, Fingerprint(s) and/or OTP will serve as a means of verifying your identity to CIMB for purposes of the Service(s) and/or transactions contemplated under Digital Wallet. In this regard you authorise CIMB to accept, follow and act upon your instructions when verifying your identity through your Digital Wallet Username, Digital Wallet Passcode, Fingerprint(s) and/or OTP and CIMB shall not be liable for action upon such instructions in good faith.
- 4.3 If you discover or have reasonable grounds to believe that your Digital Wallet Username, Digital Wallet Passcode, Fingerprint(s), OTP and/or Device(s) has been compromised in any way and/or you have received any statement, data or information which indicates that an unauthorised transaction has taken place or is otherwise not intended for you, you shall immediately notify CIMB or via telephone at its Consumer Contact Centre specified in Clause 5.1 and/or in accordance with such terms, conditions and/or procedures as may be stipulated by CIMB from time to time.
- 4.4 Subject to Clause 4.6 below, the liability of unauthorized transactions from Digital Wallet resulting from lost or stolen Device shall align with Clause 4.3 (Liability For Lost/Stolen Cards) of the Cardmember's Agreement.
- 4.5 Upon CIMB's receipt of your notification made pursuant to Clause 4.3 above, you agree and acknowledge that CIMB may, at its sole right and discretion, suspend your access to Digital Wallet until such reported/unreported discrepancies are resolved by CIMB.
- 4.6 Notwithstanding anything contained herein and for the avoidance of doubt, where the unauthorised use of your Digital Wallet Username, Digital Wallet Passcode, Fingerprint(s), OTP and/or Device(s) is due to your actions, negligence, fraud, disclosure, abuse or misuse, you shall be liable for such use even if notification is made pursuant to Clause 4.3 above.
- 4.7 Further and notwithstanding Clause 4.4 above, where you have contributed to a loss resulting from an unauthorised transaction by delaying notification under Clause 4.3 above, you shall, subject to Clause 4.6, be liable for the actual loss which occurred during the period of such delay.
- 4.8 In addition, you are solely responsible for your own Device(s) anti-virus and security measures to prevent unauthorized access to your Digital Wallet Account. You must follow any other security rules prescribed by CIMB whether under any other agreement with CIMB, or otherwise notified to you by CIMB in any way.
- 4.9 You agree and acknowledge that you are responsible for removing and disabling your Card(s) in a Digital Wallet if: (i) the Device is no longer in use and/or you are no longer the owner of your Device(s); and/or (ii) you terminate your Card(s).

- 4.10 You shall, at all times, be responsible for obtaining and using the necessary application version, Device(s), operating system, internet browser and/or any other hardware and/or software necessary including any new and recent versions thereof, which is necessary to obtain access to Digital Wallet at your own risk and expense.
- 4.11 You shall be responsible for the maintenance of any account that you may have with a Network Service Provider for your access to Digital Wallet and you hereby agree, acknowledge and understand that such access will, to that extent, be subject to the terms and conditions of your Network Service Provider.
- 4.12 You agree and acknowledge that CIMB will not be held liable for your inability to access / use Digital Wallet or any part thereof, the rejection of your transactions, the incorrect processing of your transactions as a result of your failure to maintain your account with the Digital Wallet Provider, Network Service Provider or your failure to obtain or use the necessary application version, Device(s), internet browser and/or other hardware and/or software including but not limited to any failure to upgrade the relevant operating system and/or software or to use the new and recent versions of the same as may be required by CIMB.
- 4.13 You agree to observe all security measures in relation to your Digital Wallet Account(s) and the access to and use of Digital Wallet as specified in this Agreement and any other rules and regulations, policies or guidelines as may be in force in relation thereto.
- 4.14 You shall furnish CIMB with complete, accurate and timely data, information and Instructions in relation or in connection with any transactions and performance of any transactions made through Digital Wallet and the Service(s) herein.
- 4.15 You shall not initiate any claims, actions or suits against CIMB, for any unauthorised use of Digital Wallet and the Service(s) herein whether as a result of your Digital Wallet Username, Digital Wallet Passcode, Fingerprint(s) and/or OTP being compromised or otherwise.
- 4.16 You shall not interfere with the access to and use of Digital Wallet and the Service(s) herein by other Digital Wallet users and you shall not use Digital Wallet for any purpose other than conducting authorised transactions pertaining to your Digital Wallet Account(s). You shall also not hack, attempt to hack or gain unauthorised access, whether directly or indirectly, into Digital Wallet, any other Digital Wallet users' account(s) and/or the Service(s), for any purpose whatsoever.
- 4.17 You shall observe all reasonable propriety and etiquette in your communications with CIMB and shall not communicate any obscene or defamatory information to or on CIMB whether through Digital Wallet or otherwise.
- 4.18 You shall keep yourself informed and updated of CIMB's relevant and applicable policies and practices and other terms applicable to Digital Wallet, Digital Wallet Account(s), Card(s), underlying account(s), the Service(s) herein as provided by CIMB to you.
- 4.19 You shall not install or use Digital Wallet on a jail-broken or rooted Device(s). Unauthorised modifications to any Device(s) operating systems ("jail-breaking or rooting") bypass security features and can cause numerous issues to the hacked devices. CIMB strongly cautions against installing Digital Wallet in any hacked Device(s) as such Device(s) are vulnerable to fraudulent attacks and may expose your Digital Wallet Account(s) to being used by unauthorised persons and or lead to unauthorised access and/or use of Digital Wallet and the Service(s) by any person, whether remotely performed or otherwise. You shall remain solely liable for any Loss and shall indemnify and hold CIMB harmless against any Loss arising from your use of a jail-broken or rooted Device(s) and you shall not hold CIMB responsible or liable for any such unauthorised access, theft of information or any Loss resulting therefrom. CIMB expressly disclaims liability for any Loss that you may incur or suffer (including losses due to unauthorised transactions) which

is due to, arising from or as a consequence of your use in such jail-broken or rooted device(s), hardware or software and CIMB shall not be liable for any Loss or any other consequences in relation to any Device(s), hardware or software in connection with Digital Wallet or the Service(s) which are damaged, corrupted or fail to work and by virtue of the same being offered by jail-breaking or rooting.

- 4.20 You agree to observe all reasonable measures to notify CIMB immediately of any lost or stolen Card(s) or Device(s) that have been setup for Digital Wallet in order to disable your Card in Digital Wallet and Device(s).
- 4.21 Where there is any loss and/or stolen Device(s), if requested by the Bank, you must also provide the Bank with:-  
i) a copy of the police report; and/or  
ii) a written confirmation  
made by you of the loss and/or theft of Device(s) within three (3) calendar days from the Bank's request, or such other time period stipulated herein.
- 4.22 You agree not to hack or attempt to perform unauthorised addition and/or usage of Card in the Digital Wallet, disrupt the security of the CIMB's systems, and provide information which is inaccurate or false.
- 4.23 You agree that your use of this application and use of the Service(s) shall at all times be in accordance with all legislation, laws and regulations governing the same and you shall not, at any time whatsoever, attempt or assist any other person to transmit any materials, data, communication and/or information ("Content"), through this application or service(s) herein, which is abusive, defamatory, infringes another person's rights, constitutes a criminal offence or gives rise to civil liability, encourages racism, promotes hatred, contains pornography or paedophilia, contains any viruses or deleterious files and/or is otherwise objectionable to public morals and decency. You agree that CIMB is not obliged to monitor or review your addition and/or usage of the Digital Wallet. However, CIMB may do so from time to time for CIMB's own purposes or where CIMB is compelled to do so under this Agreement. In doing so, CIMB reserves the right to edit or delete any Content which violates any of the provisions in this Terms of Access without notice and without any liability whatsoever to you for doing so.

## **5. ERROR REPORTING AND QUERIES**

- 5.1 Should you wish to report any error or to dispute a transaction performed using Digital Wallet, you may e-mail or call the CIMB Call Centre at the following address and contact number:-  
Tel: +65 6333 6666  
Email: [sg.cardcentre@cimb.com](mailto:sg.cardcentre@cimb.com)
- 5.2 For the avoidance of doubt, all telephone calls made to CIMB Call Centre shall be logged by CIMB.
- 5.3 Subject to Clause 5.4, you may be required to disclose to CIMB all relevant information relating to any report, query or complaint including but not limited to your name, the relevant Card(s) and/or account(s), a description of any such error, query or complaint, date of the disputed transaction or error, an explanation on why you believe it to be an error or why you require more information and the amount(s) involved in the suspected error disputed transaction, query or complaint, as maybe relevant. Notwithstanding this, you shall not, at any time and under any circumstances whatsoever, disclose your Digital Wallet Passcode, Fingerprint(s) and/or OTP to any CIMB staff or representative.
- 5.4 Where any communication involves your sensitive or confidential information whether in relation to your Digital Wallet Account(s), Card(s), underlying account(s) or any transactions made in



relation thereto or otherwise, CIMB does not encourage the communication of any such information via electronic-mail ("e-mail") and you agree and acknowledge that should you proceed with such mode of communication in relation to such information, you shall undertake all inherent risks associated with such mode of communication and shall not, at any time whatsoever, hold CIMB responsible or liable for the security of such information or any loss suffered in relation thereto.

- 5.5 In the event that CIMB requests you to make such report, complaint or query in writing to CIMB, you shall do so within three (3) calendar days thereafter, or such other time stipulated in the request from CIMB. If no such written report, complaint or query is received by CIMB within the said period, CIMB will not be under an obligation to conduct any investigation and answer any such query or complaint.
- 5.6 CIMB shall endeavour to investigate the complaint, answer the query or inform you of the results of its investigation within such reasonable period as it deems necessary to carry out the investigation in its sole discretion.
- 5.7 You shall as far as possible co-operate and assist CIMB in the conduct of its investigations, including allowing CIMB and its investigation team to access the Device(s) used for the error or disputed transaction.
- 5.8 Subject to the provisions of this Agreement, upon the completion of an investigation, CIMB shall make reasonable endeavours to correct any error promptly and to make the necessary adjustments to your Digital Wallet Account(s), Card(s) and underlying account(s) and notify you of the adjustments made pursuant thereto.

## **6. STATEMENTS, CONFIRMATION AND ADVICE**

- 6.1 Your physical card and in its digital version (i.e. Digital Wallet) constitute one and the same card and share the same card account.
- 6.2 All Digital Wallet Transactions will be billed to the same card statement of the physical card. There will not be a separate statement for your Digital Wallet.
- 6.3 Your physical card and Digital Wallet share the credit limit of the same card account. There will not be a separate credit limit for your Digital Wallet.
- 6.4 Where CIMB sends or delivers to you a statement, notification, confirmation or advice, you shall verify each and every such statement, notification, confirmation or advice and shall give CIMB written notice of any such error or omission in any such notification, confirmation or advice within fourteen (14) days from the date of the said statement, notification, confirmation or advice in accordance with Clause 5 above. Where no such notice is received by CIMB within the said fourteen (14) days, such statement, confirmation and advice shall as against you be deemed as true, correct and accurate as regards all transactions and amounts stated therein and shall be conclusive evidence of the transaction and your liability to CIMB.

## **7. UPDATING OF YOUR PARTICULARS AND CARD INFORMATION**

- 7.1 You shall promptly update within Digital Wallet and/or notify CIMB in writing or by such other means as CIMB deems acceptable of any changes or variations in your personal particulars, your mobile telephone number and/or Card information and CIMB shall be entitled to assume that there have been no changes or variations until you have performed the update within this application and/or CIMB has received notice thereof given by you. Provision of such particulars during the addition process in Digital Wallet does not deemed automated updating of your personal particulars, your mobile telephone number and/or Card information.

## 8. EXCLUSIONS OF LIABILITY

- 8.1 Disclaimer of Warranties. Your addition and usage of Card in the Digital Wallet is provided "as is", "where is" and "as available" and without warranties of any kind. CIMB makes no representations or warranties or guarantees of any kind or nature, whether express or implied, relating to the Digital Wallet, and specifically disclaims all such warranties including, without limitation, any implied warranty of merchantability, fitness for a particular purpose and non-infringement. Without limiting the previous disclaimer, CIMB does not represent, warrant or guarantee that the your addition and use of Card(s) in the Digital Wallet will (i) operate in an uninterrupted, timely, secure or error-free manner, (ii) always be available or free from all harmful components or errors or (iii) be secure against or immune from (including the content delivered to you or the information you provided) any unauthorized access.
- 8.2 Disclaimer of Certain Damages. In no event shall CIMB be liable to you for any lost profits, or indirect, incidental, consequential, special, exemplary or punitive damages, even if CIMB have been advised of the possibility of such damages. This limitation will apply regardless of the theory of liability, whether fraud, misrepresentation, breach of contract, negligence, personal injury, product liability, infringement or any other theories, regardless of whether or not CIMB have been advised of the possibility of such damages. This limitation and waiver also applies to any claims you may bring against any other party to the extent that CIMB would be required to indemnify that party for such claim. You are solely responsible for any damage or loss if you allow anyone (such as another user or a merchant) to use or handle your Card(s), Device(s), Digital Wallet Account(s) or Digital Wallet(s).
- 8.3 CIMB shall use all reasonable efforts to ensure the operation and provision of Digital Wallet and the service(s) herein. However, you agree and acknowledge that CIMB does not make any warranties or representations of any kind whatsoever with respect to Digital Wallet and the Service(s) herein, whether express or implied and subject to Clause 8.6, shall not be responsible or liable for any Loss whatsoever howsoever arising whether in tort, contract or indemnity, in relation to the provision of Digital Wallet and the service(s) herein whether suffered by you or any other person with the exception of Losses which are caused by the fraudulent or gross negligent conduct of CIMB's Officers.
- 8.4 Without limiting the generality of Clause 8.3 above, CIMB shall not be liable for any Loss caused by or arising from one or more of the following events or matters howsoever caused or incurring:-
- i) Any malfunction, defect in and/or any breakdown, disruption or failure of any telecommunications, Device(s), terminal, server or system whether or not owned, operated or maintained by you, CIMB or any other person, including but not limited to the failure of any such equipment or system to accept, recognise or process any Digital Wallet Username, Digital Wallet Passcode, Fingerprint(s) and/or OTP or Instruction;
  - ii) Any malfunction, breakdown, disruption and/or unavailability of Digital Wallet and the service(s) herein or any portion thereof, howsoever arising;
  - iii) Digital Wallet and any of service(s) herein not being accessible, available or functioning;
  - iv) Any failure or delay caused by your Internet browser or other software, computer virus or related problems;
  - v) The corruption, destruction, alteration, loss of or error in your Instructions or any data or information in the course of transmission through Digital Wallet;
  - vi) Any intrusion, interference or attack by any person, virus, Trojan Horse, worms, macros, malicious programs or other harmful components or deleterious programs or files;
  - vii) Any use of Digital Wallet on a jail- broken or rooted Device(s) as set out in Clause 4.19;
  - viii) Any loss, theft or unauthorised use of your Digital Wallet Username, Digital Wallet Passcode, Fingerprint(s) and/or OTP;
  - ix) Any remote interception as a result of a malicious program stored in any telecommunications, or Device(s) whether or not owned, operated or maintained by you.

- x) Any purported access to and use of Digital Wallet and the Service(s) herein, your Digital Wallet Username, Digital Wallet Passcode, Fingerprint(s) and/or OTP as well as any other software or hardware provided by CIMB to you, if any;
- xi) Any malfunction or breakdown in the software or hardware provided by CIMB to you, if any;
- xii) Any unauthorised access and/or use of Digital Wallet and the service(s) by any person, whether remotely performed or otherwise;
- xiii) Any prohibition, suspension, delay or restriction of your access to Digital Wallet and the service(s) herein by the laws and regulations of any country from which you access Digital Wallet;
- xiv) Any prohibition, suspension, delay or restriction of your access to Digital Wallet and the service(s) caused by, relating to or in connection with your Network Service Provider;
- xv) Any inaccuracy or incompleteness of information, data or Instructions given by you in relation to setup and/or any transactions or the performance of any transactions or otherwise in relation to the provision of any of the service(s);
- xvi) Your failure, neglect or omission to maintain sufficient funds in the relevant Card(s) and/or underlying account(s) to perform any of your Instructions;
- xvii) Your inability to perform any transactions due to limits set by CIMB from time to time;
- xviii) Your failure, neglect or omission to act in accordance with the terms and conditions of this Agreement and any other rules, regulations, policies and guidelines currently in force;
- xix) Any delay in the delivery or non-delivery or any documents or materials, whatsoever, under this Agreement;
- xx) Any event, the occurrence of which is beyond CIMB's reasonable control, including but not limited to fire, earthquake, flood, lightning, riots, strikes, lockouts, government action, war, disruption of electrical or power supply;
- xxi) Any delay and/or inability to notify CIMB to disable your Digital Wallet Account on a lost or stolen or compromised Device(s);
- xxii) Any delay and/or inability to notify CIMB to disable your lost or stolen or compromised Card on your Digital Wallet Account(s); or
- xxiii) Any Loss which is caused by third parties.

- 8.5 While CIMB shall make reasonable efforts to ensure that the information on their website is accurate and current, there may be instances where inaccurate or incomplete information is inadvertently displayed. In the event such information, pricing or rate is incorrect or incomplete, CIMB shall have the right at their sole and absolute discretion, to refuse, avoid, nullify and/or cancel any Instruction(s) and or any transaction effected under the Digital Wallet Account, Card(s), underlying account(s), service(s) and any other transactions effected due to, arising from or as a consequence of the inaccurate or incomplete information. CIMB assumes no responsibility for any error or omission in the content of the said website, and expressly disclaims liability for any losses incurred due to such errors, inaccuracy misstatements or omissions.
- 8.6 So long as CIMB acts in good faith in acting upon or carrying out any Instructions or actions, CIMB shall neither be responsible nor liable to you in any respect for any Loss caused by or arising from CIMB's execution or implementation of such Instructions or any matter arising therefrom.
- 8.7 Without prejudice to the generality of the foregoing and notwithstanding any provision to the contrary in this Agreement or in any other agreement between CIMB and you, CIMB shall not in any event be responsible or liable to you for any indirect or consequential Loss, or for punitive damages, whether arising from any breach of CIMB's obligations to you or otherwise.

## **9. VARIATION AND NOTICES**

- 9.1 CIMB reserves the right to change, modify, delete, amend, add or vary the terms and conditions of this Agreement from time to time without prior notice and without assigning any reason.

- 9.2 If you continue to use Digital Wallet after the effective date of any additional or amended terms and conditions, you shall be deemed to have accepted such additional or amended terms, conditions, and agreed to be bound by the same.
- 9.3 You agree and acknowledge that where the changes or amendments made are necessitated by an immediate need to restore or maintain the security of a transaction, your Digital Wallet Account(s), Card(s) and underlying account(s), CIMB may proceed with making such changes and amendments without notice to you.
- 9.4 Subject to anything herein to the contrary, all notice(s) from you to CIMB shall take effect only upon CIMB (as the case may be) duly recording the same in its records.

## **10. TERMINATION**

- 10.1 Subject to Clause 10.3, you agree and acknowledge that CIMB reserves the sole right and discretion to suspend, terminate or restrict your addition and/or usage of Card in the Digital Wallet or any part thereof for any reason, without any prior notice to you and without any liability whatsoever to you or any other third party for doing so.
- 10.2 Notwithstanding the generality of Clause 10.1, CIMB may terminate, suspend or restrict your access to Digital Wallet immediately, if:-
- i) You cease to maintain any Digital Wallet Account(s) and/or Card(s) with CIMB which can be accessed via Digital Wallet;
  - ii) You breach of any term, condition or provision of this Agreement or laid down by any legal, regulatory or other authority or body relevant hereto;
  - iii) If you fail to pay any Fees and Charges and Taxes when due;
  - iv) If you have provided CIMB with false or incomplete information for your access to or use of Digital Wallet;
  - v) If you become, threaten or resolve to become or is in jeopardy of becoming subject to any form of insolvency administration;
  - vi) If, in CIMB's opinion, it is in the public interest to do so;
  - vii) If, in CIMB's opinion, it is required to facilitate investigation on matters pertaining to suspected fraudulent or unauthorized usage; or
  - viii) If CIMB is notified and requested by any authority, including but not limited to any statutory or governmental authorities ("the relevant authorities") to terminate, suspend or restrict your access to Digital Wallet regardless of whether the relevant authorities have the legal or valid authority to so request CIMB.
- 10.3 You agree and acknowledge that termination does not affect your liability or obligations in respect of Instructions received by CIMB prior to such termination that have been processed or are being processed by CIMB.
- 10.4 You further agree and acknowledge that where an Instruction was received by CIMB prior to such termination herein but has not been processed, and your access to Digital Wallet is thereafter terminated, you shall neither hold CIMB responsible nor liable for any failure to process the said Instruction.
- 10.5 Any rights and obligations under this Agreement which by their term and sense would survive the termination of this Agreement in any way shall continue to be in full force and effect thereafter.

## **11. INDEMNITY**

- 11.1 In addition and without prejudice to any other right or remedy of CIMB, whether under this Agreement or otherwise, you shall indemnify and hold CIMB harmless from and against any and all Loss suffered or incurred by CIMB as a result of any of the following:-
- i) Any failure by you to comply with any of the terms and conditions of this Agreement; and/or
  - ii) CIMB acting in accordance with any Instructions or in any manner pursuant to this Agreement.
- 11.2 You agree and acknowledge that your obligation to indemnify CIMB herein shall survive the termination of this Agreement or Digital Wallet.
- 11.3 You shall indemnify and hold CIMB or harmless from and against any and all Fees and Charges and Taxes payable by you pursuant to this Agreement and you irrevocably authorise CIMB to charge any of your Card(s) or account(s) for the payment of such Fees and Charges and Taxes.

## **12. GENERAL LIEN**

- 12.1 In addition and without prejudice to any right which CIMB Bank may have under law or otherwise, all funds, instruments and other property belonging to you in the possession or control of CIMB Bank shall be subject to a general lien in favour of CIMB Bank in respect of all sums or other liabilities now or at any time hereafter due, owing or incurred by you to CIMB Bank on the Card(s) or account(s), Digital Wallet and/or the service(s), herein, or otherwise in any manner whatsoever, in any currency, whether actual or contingent, joint or several and CIMB Bank may apply the proceeds thereof in settlement of those sums and liabilities.

## **13. INTERNATIONAL USE**

- 13.1 You agree and acknowledge that your access and use of Digital Wallet from outside of Singapore may be subject to, including but not limited to:-
- i) Other fiscal or exchange control requirements of the country where the transaction is effected or requested;
  - ii) Other relevant laws and regulations of Singapore and the country where the transaction is effected or requested;
  - iii) The Bank's foreign exchange rate at the time of transaction; and
  - iv) Your respective Cards' terms and conditions in regards to international use.
- 13.2 Further, you agree and acknowledge that the laws and regulations of the country in which the transaction is effected or requested may limit or determine the maximum amount of a particular transaction and the purpose for which such transaction is affected.
- 13.3 You acknowledge and agree that transactions made with your Digital Wallet may be processed and transferred to countries outside the country in which personal data is collected by a card network. By enrolling your Card in a Digital Wallet and performing any transaction with your Digital Wallet, you consent to us disclosing any personal data (including data pertaining to your Digital Wallet, Card and/or underlying Card Account) to the card network (whether within or outside of Singapore) and for the card network's collection, use and/or disclosure thereof for processing your transaction and/or for purposes in relation to your Card/ Digital Wallet.

## **14. EVIDENCE**

- 14.1 You agree and acknowledge not to dispute the validity, accuracy or authenticity of any evidence of your Instructions and/or communications transmitted between CIMB and you, including but not limited to any evidence in the form of CIMB's computer records which may take the form of, among others, telephone logs, transaction logs, magnetic tapes, cartridges, computer printouts of any communication and any other form of information and data storage, all of which having been produced by CIMB's computers in the course of their ordinary use.

- 14.2 Pursuant to Clause 14.1, you further agree and acknowledge that it shall refer and at all times, treat all of the said computer records of CIMB therein as conclusive evidence of your Instructions and/or communications received or sent by CIMB.
- 14.3 Notwithstanding anything contained in this Agreement, you agree and acknowledge that all your said Instructions and/or communications which are sent to CIMB and which meet the operating standards and requirements of CIMB shall be deemed to be as good as, and given the same effect as, written and/or signed documentary communications.

## **15. GENERAL**

- 15.1 The failure or delay on the part of CIMB in exercising any right, power, privilege or remedy under this Agreement upon any default on your part shall not impair any such right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence in such default. No waiver shall be valid unless made in writing by CIMB. Any waiver by CIMB shall not operate as a waiver of any subsequent default by you.
- 15.2 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provision shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from.
- 15.3 Notwithstanding from where you access Digital Wallet, you agree and acknowledge that this Agreement shall be governed by and construed in accordance with the prevailing laws of Singapore and subject to Clause 15.4, the Singapore courts shall have exclusive jurisdiction to hear and determine all actions and proceedings arising out of this Agreement and accordingly, you also agree and acknowledge to be subject to the same.
- 15.4 Notwithstanding anything herein, you agree and acknowledge that you shall use all reasonable efforts to negotiate with CIMB in good faith and settle amicably any dispute that may arise out of or in relation to this Agreement.
- 15.5 These Terms of Use is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.
- 15.6 A person who is not a party to these Terms of Use may not enforce any of these Terms of Use under the Contracts (Rights of Third Parties) Act (Chapter 53B). Notwithstanding any term of these Terms of Use, the consent of any third party is not required to vary, release or compromise any liability, or terminate any of the terms in these Terms of Use.
- 15.7 All other terms and conditions applicable to and governing the use of CIMB Credit Cards ("Cardmember's Agreement") and Terms and Conditions Governing Personal Data Protection Act (PDPA) 2012 will continue to apply with full force and effect. For full details, please visit [www.cimbbank.com.sg](http://www.cimbbank.com.sg).
- 15.8 Save as otherwise provided herein, in the event of any inconsistency, these Terms and Conditions shall prevail insofar as they relate to the addition and use of you CIMB Card(s) in a Digital Wallet.

## **16. ACCEPTANCE OF TERMS AND CONDITIONS**

- 16.1 You acknowledge that from the first time you added any of your Card to the Digital Wallet, you shall be deemed to have read, understood and agreed to be bound by the terms and conditions of this Agreement and you further acknowledge and accept all inherent risks associated in adding your card and using the Service(s).

- 16.2 You agree to abide by the terms and conditions of this Agreement in your access and use of Digital Wallet.
- 16.3 You are solely responsible for ensuring your use of Digital Wallet complies with the terms and conditions that govern the Card(s) that you store in and use in your Digital Wallet Account. You also are responsible for all charges and/or debits to your Cards that result from transactions made using Digital Wallet and any fees that the issuers of your Cards may charge in connection with such transactions. You are solely responsible for reporting and paying any applicable taxes arising from transactions originated using your Digital Wallet Account and you shall comply with any and all applicable tax laws in connection therewith.
- 16.4 For CIMB Mastercard Terms and Conditions, please refer [here](#).

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