



Terms and Conditions Governing CIMB PayNow Service

EFFECTIVE AS OF 30 August 2021

These Terms and Conditions Governing CIMB PayNow Service (“**Terms**”) apply to and regulate your use of the PayNow Service offered by CIMB Bank in accordance with these Terms. By registering for and/or utilizing CIMB PayNow Service, you confirm that you have read, understood and agree to be bound by these Terms. In the event you disagree with, or are unable to satisfy any of these Terms, you must terminate or cease the use of the CIMB PayNow Service. You further agree to comply with all guidelines, policies and procedures pertaining to use of the CIMB PayNow Service issued by or on behalf of CIMB Bank from time to time.

These Terms supplement, are in addition to and are to be read together with any other document or agreement you may have with CIMB Bank or any of its subsidiaries, affiliates and/or business partners, as well as the following terms and conditions (available on our website at <https://www.cimb.com.sg>):

- a) our Terms and Conditions Governing the Operations of Deposits Accounts;
- b) our Terms and Conditions Governing Electronic Banking Services; and
- c) our Terms and Conditions Governing E-Alerts.

Unless otherwise stated, if there is any conflict or inconsistency between these Terms and any terms and conditions stated above (collectively, the “**Other Terms**”), these Terms shall prevail only to the extent necessary to give effect to these Terms.

These Terms apply to individual customers of CIMB Bank. For corporate customers, please refer to the CIMB PayNow Service (Corporate) (available at <https://www.cimb.com.sg>).

We reserve the right to add, alter, vary or modify any or all of the terms and conditions herein at any time at our discretion, as notified through any channel provided by us from time to time which may include our website at <https://www.cimb.com.sg>. If you continue to use the PayNow Service after the effective date of such change, you are deemed to have agreed to the same.

Definitions

“**ABS**” means the Association of Banks in Singapore.

“**Account**” means a savings or current account or any other account you now or hereafter have with CIMB Bank as governed by our Terms and Conditions Governing the Operations of Deposits Accounts and as may be accessed through Electronic Channels as determined by CIMB Bank from time to time or as agreed between CIMB Bank and you.

“**Banking Act**” means the Banking Act (Cap. 19 of Singapore) and all subsidiary legislation, notices, circulars, directives and guidelines issued pursuant thereto, as amended, varied or revoked from time to time.

“**CIMB**”, “**CIMB Bank**” or “**the Bank**” means CIMB Bank Berhad and includes its successors in title and assigns and where applicable any of them.

“**CIMB Clicks**” has the meaning ascribed to it in our Terms and Conditions Governing Electronic Banking Services.

“**Electronic Channels**” has the meaning ascribed to it in our Terms and Conditions Governing Electronic Banking Services.

“**Existing PayNow Payee**” means a PayNow Registered User named on the list created by you under the CIMB PayNow Service as your designated payee for PayNow Transfers.

“Customer”, **“you”**, **“your”** or **“yourself”** means any person in whose name is maintained one or more Accounts with CIMB Bank who uses the PayNow Service to remit or receive funds. In the case of joint accounts, this includes any and/or all joint holders of the Account.

“Government Entity” means any executive, administrative, legislative, regulatory, judicial or other division of any governmental body having jurisdiction or authority with respect to you or us or with respect to PayNow and/or the PayNow QR Code.

“Laws” means the applicable laws and regulations of any relevant jurisdiction including without limitation any guidance, directions, codes of practice, official notices issued by any relevant governmental, regulatory or supervisory authority.

“Linked Account” means an Account which we accept for PayNow Registration that has been successfully linked to your Proxy for the purpose of utilising the CIMB PayNow Service.

“Mobile Number” means a mobile phone number registered in your name which is on record with us.

“Nickname” means a nickname or alias which you provide to us upon registration of the PayNow Service in order to be identified to receive funds.

“Participating Institution” means a bank or financial institution that is offering the PayNow service to its customers, including CIMB Bank.

“PayNow” refers to the service designated and marketed as such by the ABS, which is an electronic funds transfer service that allows PayNow Registered Accounts to receive funds via PayNow, and such other services or features available from time to time through PayNow.

“PayNow Data” means all information and any personal information required from time to time for the purposes of the provision of the PayNow Service, including but not limited to details of your PayNow Registration, the account name and account number of your PayNow Registered Account, your Proxy and Nickname, any Personal Data, account contact and all information, QR Code(s) and the transactions and other data generated in connection with your use of PayNow and payments in relation to your PayNow Registered Account.

“PayNow Registered Account” means the account of a customer of a Participating Institution which is linked to a Proxy.

“PayNow Registered User” means any person in Singapore who has registered to receive funds via PayNow with any Participating Institution.

“PayNow Registration” means a registration for PayNow, linking a Proxy to a PayNow Registered Account, thereby activating the PayNow Registered Account to receive payments in accordance with these Terms.

“PayNow Registry” means the PayNow database, including the PayNow Registrations of customers of Participating Institutions, which are maintained in the PayNow System of the PayNow Service Provider.

“PayNow Service” means the services which we may provide to you as described in and governed by these Terms.

“PayNow Service Provider” refers to any third party that operate(s) and provide(s) PayNow, as may be appointed by the ABS, which may change from time to time.

“PayNow System” means the system maintained and operated by the PayNow Service Provider for access and use by Participating Institutions.

“PayNow Transfer” means a transfer of funds from any of your Account(s) to a PayNow Registered User via PayNow.

“**Personal Data**” has the same meaning as defined in the PDPA.

“**Personal Identity Number**” means a Singapore National Registration Identity Card number (“**NRIC**”) for a citizen or permanent resident of Singapore.

“**PDPA**” means the Singapore Personal Data Protection Act 2012 (No. 26 of 2012) and all subsidiary legislation and guidelines issued pursuant thereto, as amended, varied or revoked from time to time.

“**Proxy**” means a Unique Identifier which is registered for PayNow, which may consist of your Mobile Number or Personal Identity Number; or such other unique identifiers which can be used as a Proxy from time to time.

“**QR Code**” means a quick response code in the form of a two-dimensional barcode generated for the purposes of PayNow.

“**Service Providers**” means the PayNow Service Provider and any other service provider or operator providing services related to PayNow and/or PayNow QR Code.

“**SMS**” means a Short Message Service that enables messages to be transmitted between mobile phones or such other telecommunication or electronic devices as the relevant service providers may make available.

“**Transfer Limit**” means the daily transfer limit set by the Bank or the PayNow Service Provider for sending of funds through PayNow.

“**Transaction Request**” means a request made by you for the Bank to carry out a PayNow Transfer to a PayNow Registered User.

“**Unique Identifier**” means a mobile number or NRIC, which can be registered as a Proxy.

1. CIMB PayNow Service

- 1.1. The CIMB PayNow Service allows you to link your CIMB Account which you have with us to your Proxy in order to receive funds via PayNow to your Linked Account using your Proxy as reference.
- 1.2. You have the option to link either one or both of your NRIC or your Mobile Number to the same Account.
- 1.3. Once you use your NRIC or Mobile Number to register for PayNow with us, you will not be able to use the same Proxy to register for PayNow with another Participating Institution where you have an account. If you have already linked your Proxy to a CIMB Account and wish to register the same Proxy with another Participating Institution for PayNow Registration, you will be required to first de-register the Proxy from your CIMB Account before you can register it with another Participating Institution.
- 1.4. We may adapt the CIMB PayNow Service in the future, due to system enhancements or changes to the specifications of the CIMB PayNow Service. We may also change or expand the Proxies used for CIMB PayNow Service, from time to time without prior notice to you. Reference to the Proxies stated herein, will also include references to new proxies.
- 1.5. It is your responsibility to monitor all transactions and activities in connection with your Linked Account. We may assume that you will do so without further reminders or repeat notifications from us.
- 1.6. We reserve the right at any time, as we deem fit in our sole and absolute discretion, without giving any reason therefor, to block any payment to and/or reject any payment from a person, entity or country deemed by us to be from sanctioned, illegal and/or unverified sources.

2. Registration for the PayNow Service

- 2.1. In order to receive funds via PayNow, you must complete your PayNow Registration with the Bank through CIMB *Clicks* or such other channels provided by us from time to time.
- 2.2. During PayNow Registration, you will be required to select an Account which we accept for PayNow Registration to link to your Proxy. You will be required to create a Nickname for your PayNow Registration.
- 2.3. You confirm to us that the information in your PayNow Registration is accurate, complete and up to date and you are the legal owner of your Proxy, in order to use and continue using PayNow and for so long as your PayNow Registration is not de-registered by you. You are required to ensure that your Proxy is the same as the latest number that is on record with us. If the selected Proxy is already registered with any other Participating Institution, you are required to de-register from the respective Participating Institution before registration with CIMB.
- 2.4. For Singapore citizens or permanent residents, you may select your NRIC or Mobile Number, or both, for your PayNow Registration. For non-citizens/permanent residents of Singapore, you may only use your Mobile Number for the PayNow Registration.
- 2.5. If you are a joint account holder, you and your joint account holder(s) can all use the same Account to register for PayNow with us. Each of you can register your own Unique Identifier as your Proxy and link your own Proxy to the joint Account. However, joint-all Accounts will only be able to receive funds and cannot be used to send funds.
- 2.6. By registering for the CIMB PayNow Service, you undertake to inform any joint account holder of your Linked Account that you have registered for the CIMB PayNow Service and that funds may be debited from and credited to the Linked Account in accordance with these Terms.
- 2.7. Upon successful registration of CIMB PayNow Service, you will receive a notification to your registered Mobile Number or email address or such other appropriate means as may be determined by us.
- 2.8. You agree and acknowledge that you are directly responsible for updating any information you have provided to us in relation to the CIMB PayNow Service. In the event of a change or update of your information provided during PayNow Registration, you should inform us immediately through CIMB *Clicks* or such other channel made available by us from time to time.

3. De-registration of PayNow Registration, Suspension or Cancellation of PayNow Service

- 3.1. You may de-register your PayNow Registration at any time through CIMB *Clicks* or such other channel provided by us from time to time.
- 3.2. You are responsible to de-register your PayNow Registration immediately in any of the following events: (a) there is a change in your Unique Identifier that is registered as your Proxy or (b) you close an Account which is the Linked Account.
- 3.3. When you change your Mobile Number and/or NRIC in your records with us, your PayNow Registration will be de-registered by us.
- 3.4. You agree that we shall be entitled at any time, at our discretion and without prior notice, to temporarily suspend the operations of the CIMB PayNow Service for updating, maintenance and upgrading purposes, or for any other purpose whatsoever that we deem fit, or terminate the CIMB PayNow Service entirely at our discretion, and in such event, we shall not be liable for any loss, liability or damage which may be incurred as a result.

- 3.5. Without prejudice to the Bank's rights under these Terms and the Other Terms (including but not limited to Clause 12 (Termination, Suspension and Cancellation) of our Terms and Conditions Governing Electronic Banking Services), we are entitled to suspend, restrict or cancel your use of the PayNow Service or any part thereof and/or de-register your PayNow Registration immediately without prior notice and without any liability whatsoever to you or any third party for doing so, in the event of any of the following:
- i. we are notified or have reason to believe that the Mobile Number used as Proxy for the CIMB PayNow Service has been terminated or is being used by another person, or that there has been a change or cancellation of your Personal Identity Number registered as Proxy for the CIMB PayNow Service;
 - ii. the Linked Account is closed by you or us, or frozen or suspended;
 - iii. you are in breach of, or have failed to observe or comply, with any of these Terms;
 - iv. we are required to do so to comply with any applicable Laws, rules or regulations, or orders or directions of any court of any jurisdiction or any regulatory authority;
 - v. we believe or there has occurred events giving rise to suspicion that the use of PayNow, your Proxy and/or your Linked Account may be related to the commission of offences under the laws of any jurisdiction governing anti-money laundering or financial support of terrorism, or activities against the law or contrary to the public order or good morals, or transaction(s) which may be illegal or abnormal or considered to be fraudulent or corruption or in violation of the law, or involved with hacking or any other illegal act(s),
 - vi. we believe or have reason to suspect or have been notified by the PayNow Service Provider or such other third party that the CIMB PayNow Service linked to your Linked Account has been misused in any manner whatsoever or is otherwise not operated in a proper or regular manner;
 - vii. we believe or have reason to suspect that your Linked Account is subject to computer data theft or hacking; and/or
 - viii. for any reason whatsoever, we are no longer providing the PayNow Service or any part thereof.
- 3.6. Upon de-registration from CIMB PayNow Service, we will not automatically re-register you for the PayNow Service in relation to any other Account held with us. If you wish to re-register for PayNow Service, you will be required to go through the PayNow Registration process again.

4. PayNow Transfers

- 4.1. Once a PayNow Transaction Request has been submitted, it will be deemed irrevocable and you will not be able to withdraw, cancel or make any changes to such Transaction Request.
- 4.2. CIMB shall be entitled, at its absolute discretion, to reject, cancel or refuse to process any Transaction Request or PayNow Transfer without being obliged to give any reason.
- 4.3. You agree and acknowledge that the sending of funds through PayNow shall be subject to a Transfer Limit. In the event that Transfer Limit has been reached or the Transaction Request exceeds the Transfer Limit, such Transaction Request exceeding the Transfer Limit will require your One-Time Password ("OTP").
- 4.4. For PayNow Transfers done through mobile banking, you can permit CIMB *Clicks* to access the contact list in your mobile device in order for you to retrieve the recipient's mobile number directly.

- 4.5. For PayNow Transfers via scanning of QR Code(s) in connection with PayNow, you agree to comply with our terms and conditions, guidelines, policies and procedures from time to time relating to the use of such QR Code(s).
- 4.6. By scanning any QR Code(s) on any device, whether belonging to you or otherwise, in connection with PayNow, including when using the Scan and Pay feature, you agree that you shall not reverse engineer or misuse the QR Code(s) or any QR Code scanner provided by us and you agree to release us from any liability whatsoever including for third party claims, for any generation, non-generation, scanning function, non-functioning or malfunctioning QR Code, expiry of a QR Code, use or misuse of a QR Code by you or individuals accessing such QR Code with or without your permission or knowledge.
- 4.7. When making PayNow Transfer(s), you are responsible for, and shall ensure accuracy and completeness of the information provided and the recipient's details. The Bank will not or be responsible to validate the accuracy of any recipient's details and we shall not be liable for funds transferred to a wrong recipient or the wrong account of a recipient.

5. Receiving Funds via PayNow

- 5.1. Your Linked Account is enabled to receive electronic fund transfers from customers of Participating Institutions using PayNow.
- 5.2. It is your responsibility to ensure that you provide your correct details, including your applicable Proxy to any person from whom you wish to receive funds and you shall be solely responsible for any errors or damages incurred or suffered by you and/or any person arising from or in connection with any use or misuse of PayNow.
- 5.3. You agree to inform the Bank immediately of any transfers in respect of which you believe or have reason to suspect: (a) you are not the intended recipient; or (b) constitute, in whole or in part, directly or indirectly, benefits of criminal or illegal conduct. You understand that failure to do so may result in the commission of a criminal offence.
- 5.4. If we are informed by the sender of the funds (or an authorised representative) that a transfer was made to you erroneously, the Bank has the right to and may reverse such transaction or debit your Account pursuant to our Terms and Conditions Governing the Operations of Deposits Accounts without further reference to you.

6. Consent to Disclosure of Information and Personal Data

- 6.1. In connection with the provision of PayNow, you agree that:
 - i. the details of your PayNow Registration will be collected by and maintained in the PayNow Registry hosted in the PayNow System of the PayNow Service Provider; and
 - ii. any information relating to you, your PayNow Registration, your use of PayNow (including any PayNow QR Code), any transaction or operation made or performed, processed or effected in relation to your use of PayNow, and your PayNow Registered Account, including any communication, instruction, order, message, information or any Personal Data you provide to us or any other data generated by your use of PayNow (including PayNow QR Code), may be stored on our, any Government Entity's and/or the Service Provider's servers and network and will be subject to our, the Service Provider's and/or the Government Entity's (if any) data privacy or data handling policies.
- 6.2. You hereby give us all consents and approvals required by Laws (including but not limited to the Banking Act and the PDPA) for the collection, use, disclosure (whether direct or indirect) and/or transfer (including cross-border transfer) of your PayNow Data by and to any person (whether in or outside of Singapore) for the purposes of and in connection with PayNow, including but not limited to:

- i. any Service Provider, its employees, service providers and agents for its/their collection, use, processing, archival and disclosure to service providers, Participating Institutions and their representatives, affiliates and customers, for the purpose of providing, maintaining and enhancing PayNow and related services to Participating Institutions and their customers on and subject to any of their prevailing terms and conditions;
 - ii. Participating Institutions and their customers for their use and processing including in determining whether you are a PayNow Registered User and/or processing funds transfers via PayNow;
 - iii. for any and all other purposes set out in the operating rules of the ABS for PayNow as may be varied or added to at the discretion of ABS;
 - iv. any third party we may consider necessary in order to give effect to any instruction given using PayNow or for the purpose of or in connection with us providing PayNow and related services, including but not limited to our affiliates, related corporations and subsidiaries, service providers, auditors and professional advisors, the ABS, the police and any public official conducting an investigation, the Monetary Authority of Singapore and any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies;
 - v. any person for the purposes of and where required to comply with applicable Laws, rules or regulations, or orders or directions of any court of any jurisdiction or any regulatory authority and/or preventing, detecting and investigation fraud, misconduct, any unlawful action or omission relating to your Account(s);
 - vi. the receiver of any funds under the PayNow Service; and
 - vii. any financial institution (whether acting as our correspondent bank, agent bank or in relation to the provision of our products or service or otherwise).
- 6.3. You agree that we, any Service Provider and/or any Government Entity shall have the right to use, process and archive all information and data (including Personal Data) you provide or generate by your use of PayNow (including any QR Code) to provide, maintain and/or enhance PayNow, PayNow QR Code and/or their related services and to perform data analysis or analytics.
- 6.4. If we receive evidence and/or contact or enquiry from (a) any Participating Institution that the PayNow Registration of their customer; or (b) another of our customer that his/her application for PayNow Registration, is rejected because the Proxy is already registered in the PayNow Registry as your Proxy, including but not limited to in connection with any claims investigation, unauthorized or erroneous transactions or activities, you consent for us to answer such enquiry or give information regarding your PayNow Registration, including but not limited to details of your Proxy, phone number, etc., to such person, without having to obtain your consent, so that such person may make direct contact with you.
- 6.5. You agree to receive notifications (by or on behalf of the Bank or its service providers) in relation to the CIMB PayNow Service by SMS, email or any other means as the Bank may deem appropriate.
- 6.6. You hereby agree that the above consents and approvals are in addition to and shall not prejudice the consents, approvals and terms set out in the Other Terms and CIMB Bank's Terms and Conditions Governing Personal Data Protection Act (PDPA) 2012 (available on <https://www.cimb.com.sg>). You confirm that you 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.
- 6.7. This Clause 6 shall survive the termination of any relationship between you and CIMB Bank for whatsoever reason.

7. Liability and Indemnity

- 7.1. The CIMB PayNow Service is provided “as is” and “as available”. The Bank expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the access to or use of, the CIMB PayNow Service. Further, the Bank does not represent or warrant that:
- i. the CIMB PayNow Service will meet your requirements; or
 - ii. the CIMB PayNow Service will be always be available, accessible, function or inter-operate with any network infrastructure, system or such other services as the Bank may offer from time to time. You acknowledge that at certain times some or all of the functions under the PayNow Service may not be accessible due to system maintenance, servicing or for any other reason. You also acknowledge that the operation of PayNow Service may be affected by weak network signals or restricted device functionality.
- 7.2. Without prejudice to anything in these Terms and/or the Other Terms, you agree that, unless expressly prohibited by Laws, under no circumstances shall the Bank or any of our affiliates, officers, employees, nominees or agents, be responsible or liable to you or any third party for any loss, liability, cost, expense, damage, claim, action or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) incurred in connection with the following:
- i. your use of (or inability to use) PayNow and/or QR Code(s);
 - ii. the unavailability or interruption of PayNow;
 - iii. any improper, illegal or unauthorized use of the PayNow Service and/or any QR Code(s) by you or any other person;
 - iv. any erroneous transfer of funds by you, including but not limited to any transfer of funds to the wrong Proxy, wrong recipient or wrong third party;
 - v. any negligent act, default, misconduct or breach of these Terms and/or the Other Terms on your part;
 - vi. any incomplete, inaccurate and/or outdated information provided by you to us or any person in connection with the PayNow Service;
 - vii. any delay, fault or error in your computer system, hardware or devices or that of any Service Provider;
 - viii. any failure, delay, error or non-transmission of funds (a) to you via PayNow or (b) to a recipient of any PayNow Transfer that you may undertake, for any reason whatsoever, including but not limited to system maintenance, breakdown or unavailable network, software or hardware of CIMB or any third party through which a PayNow transaction is made, or your Linked Account being closed, frozen or inaccessible for any reason;
 - ix. any event of force majeure or events beyond our control including without limitation any events relating to power system, computer (hardware or software) system or service, internet system or internet service providers, telecommunication system, network and/or service applications, mobile service providers, connection network or system, malfunction, fault or interruption of any hardware and/or devices, attack by computer virus, computer breakdown or sabotage, earthquakes, fires, floods, acts of terrorism, war, civil war, labour disputes, insurrections, sabotage, riots, epidemics or pandemics, accidents, expropriations, freezes, moratoria or imposition of exchange controls, Laws, governmental actions or any other restrictions by governments or any other authorities or person having de facto control of the Bank; and/or

- x. the Bank exercising any of its rights under these Terms or the Bank acting in accordance with the Laws in Singapore or any jurisdiction including such Laws which relate to the prevention of money laundering, terrorist financing or the provision of any services to any persons which may be subject to sanctions.
- 7.3. You shall indemnify the Bank and its affiliates, officers, directors, employees, nominees, representatives and agents promptly on a full indemnity basis from and against and in respect of any and all claims, demands, actions, suits, proceedings, orders, losses (direct, indirect 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 or any third party may suffer, sustain or incur directly or indirectly in relation to or arising out of or in connection with your use of PayNow and the Bank's execution, performance or enforcement of these Terms and/or the Other Terms, including without limitation:
- i. any instruction given by you relating to PayNow, including but not limited to the processing of any PayNow Transfer, PayNow Registration, or Transaction Request;
 - ii. any erroneous transfer of funds by you, including but not limited to any transfer of funds to the wrong Proxy, wrong recipient or wrong third party;
 - iii. any unauthorised or improper or illegal use of the CIMB PayNow Service by you or any other person, including any use of your Linked Account by third party;
 - iv. any negligent act, default, misconduct or breach of these Terms and/or the Other Terms on your part; and/or
 - v. any incomplete, inaccurate and/or outdated information provided by you to us or any person in connection with the PayNow Service.

8. General

- 8.1. You agree that we shall be entitled to impose fees and charges for providing the CIMB PayNow Service to you and revise such fees and charges from time to time by giving you 30 days' prior notice. Your utilisation of the PayNow Service will act as an acceptance of any fees and charges imposed or any such revision to the fees and charges. Any such fees and charges may be debited from your Account.
- 8.2. We may assign any or all of our rights and obligations notifying you. You may not assign any of your rights and obligations hereunder without our prior written consent.
- 8.3. Any delay or failure by us to exercise our rights and/or remedies under these Terms does not represent a waiver of any of our rights.
- 8.4. Headings are for convenience only and shall not affect the interpretation hereof.
- 8.5. If any term of these Terms is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from these Terms and rendered ineffective where possible without modifying the other terms of these Terms.
- 8.6. Unless expressly provided to the contrary in these Terms, a person who is not a party to these Terms shall not be entitled to enforce any provision of these Terms under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore
- 8.7. These Terms shall be governed by and construed in accordance with the laws of Singapore, and you irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Singapore.