

CIMB Bank Berhad Authentication Code Terms and Conditions

These Terms and Conditions ("Terms") explain your responsibilities and obligations relating to your use of the Bank's CIMB Bank Berhad, Singapore Branch's [dynamic authentication service] ("Service"). By registering for and/or using the Service you acknowledge that you have read and understood these Terms and you agree to be bound by them.

1. Definitions

In these Terms references to:

"3DS" means Three Domain Secure, which is the payment industry internet authentication standard that has been developed by the major card schemes.

"card" means any credit card issued by us to you including without limitation, (CIMB Classic MasterCard, CIMB Platinum MasterCard and CIMB World MasterCard) issued by us and used in connection with the Service.

"including" means including, without limitation to the generality of the surrounding words.

"our", "ours", "us", "we" and "Bank" refer to CIMB Bank Berhad, Singapore Branch.

"you", "your" and "yours" refer to you, our customer.

"MasterCard" means MasterCard International Incorporated, a company organised under the State of Delaware, having its office and principal place of business at 2000 Purchase Street, Purchase, New York, NY 10577-2509, United States of America of which the Bank is a member institution.

"Merchant" means any person or company who owns or manages or operates the merchant establishment through a physical establishment and/or a website that supports 3DS authentication protocols.

"Authentication Code" means any password(s) or other means of dynamic authentication as we may specify from time to time, which will facilitate your making credit card payments through the internet in a secured manner.

"SMS" refers to short message service which allows you to receive text messages sent through a mobile service network.

2. Applicable terms

- a. The Service applies to all online transactions through Merchant websites that support 3DS authentication protocols. When you use the Service, you must comply with these Terms and all other applicable terms, including the terms and conditions governing the use of your cards, the terms and conditions of governing the use of our website and any security measures provided by us from time to time for online transactions and/or the Service.

- b. If there are any inconsistencies between these Terms and any other applicable terms, these Terms will (in relation to your use of the Service) prevail over those other terms to the extent of such inconsistency.

3. **Changing these Terms, the Service, and fees**

We shall be entitled to amend these Terms and fees (including imposing new fees) relating to the Service, if any, at any time with or without notice. Such amendments shall become effective on such date as we may specify. At the discretion of the Bank, notice of such additions or modifications or amendments may be effected by posting a notice on our website, by advertisement or displaying it at any of our premises or any of our branches for a period of not less than seven (7) business days or by mailing the aforesaid notice to the Cardholder. You can access the current version of these Terms on our website at www.cimbbank.com.sg.

4. **Your Authentication Code [Your Security Duties]**

- a. When you register for the Service, you must designate your current mobile phone number which is able to receive the Authentication Code via SMS both in Singapore and overseas.
- b. We will identify you by your Authentication Code. Clause 10 sets out your liability for unauthorized transactions that is done with your Authentication Code.
- c. You must keep your Authentication Code secret and secure at all times and take steps to prevent unauthorised use of Authentication Code.
- d. You agree to follow the guidance and any security recommendation or procedures issued by us from time to time including those provided online. Your failure to do so will constitute a breach of these Terms and will be deemed as negligence on your part.

5. **Registration**

You are responsible for the accuracy of your personal details provided to the Bank, and must inform the Bank immediately of any change in your particulars. These details as updated by you from time to time, as applicable, shall automatically form your registration data for the service without further action on your part.

6. **Your information**

- a. You must provide information that we request to enable us to provide the Service. If you do not provide the information we request we reserve the right to refuse provision of the Service to you. You must ensure that information you provide to us in relation to the Service is true, complete and up-to-date at all times.

- b. Your registration data, your other personal information including your use of the Service may be used for record keeping and reporting purposes, as well as to help resolve transaction disputes. We shall also be entitled to disclose and use all data and information furnished to us in any manner we deem fit and all consent and approval for disclosure given to us by you under the Cardmember's Terms and Conditions shall be deemed to be incorporated herein and apply to all registration data and other personal information furnished by you hereunder.
- c. Notwithstanding clause 6(a) above, you should never disclose your Authentication Code to any third party and neither will we or any member of our staff ask you for your Authentication Code for authentication purposes.

7. Authorisation and Authentication

- a. By registering for, and using, the Service, you authorise the Bank to authenticate your identity, your cards and/or the use of your cards to make payment for the transactions concerned.
- b. When engaging in an online transaction or other transactions for which the Service is applicable, you are required to enter an Authentication Code sent to you via SMS before the Merchant accepts your Card to pay for the transactions. If you cannot provide the Authentication Code or the authentication through the Service fails, the Merchant may not accept your Card to pay for the transactions concerned. We will not be liable for any Merchant's refusal to accept your Card for the said payment for any reason whatsoever.

8. Accuracy of information

If there is any inconsistency between our internal records, and information relating to your cards and their related card accounts or your use of the Service, our internal records will prevail in the absence of evidence to the contrary.

9. Exclusion of warranties and limitation of our liability

Subject to Clause 10, and to the maximum extent permitted by applicable law:

- a. we give no warranties or conditions (whether express, implied, statutory or otherwise) in relation to the Service, and exclude all implied warranties and conditions including any warranties and conditions of merchantability, fitness for a particular purpose, good title and non-infringement;
- b. in no event will we be liable to you for any incidental, consequential, indirect damages (including loss of profits and business interruption), or special or exemplary damages;
- c. due to the nature of the Service, we will not be responsible for any loss of or damage to your data, software and computer, telecommunications or other equipment caused by you using the Service nor shall we be responsible or

liable in any way whatsoever for any loss, damage, injury, inconvenience or embarrassment howsoever caused to or incurred or suffered by you including but not limited to instances where transactions cannot be effected or are erroneously effected whether by reason of defect, breakdown, stoppage or closure, interruption or loss of power supply, hardware, software or communication lines or systems ("Technical Defects") or otherwise or where the card is not honoured or accepted for use by virtue of the Technical Defects or for whatsoever grounds or reasons as shall be determined solely by us without any prior notice;

- d. we cannot be held liable to you or any third party for any modification, enhancement, suspension, delay or discontinuance of the Service whether within or outside our control;
- e. we will not be liable for any or all losses, damage, expenses, fees costs, (including legal costs on a full indemnity basis), that may arise, directly or indirectly, in whole or in part, from (a) the non-delivery, the delayed delivery, or the misdirected delivery of an SMS; (b) the non-receipt of an SMS; (c) inaccurate or incomplete content in an SMS; (d) reliance on or use of the information provided in an SMS for any purpose; or (e) any third party, whether authorised or not, obtaining Cardmember account information contained in the SMS by accessing the Cardmember's mobile phone.
- f. we shall not be responsible for the refusal of any Merchant or member institution of MasterCard to honour or accept the Card or for any defect or deficiency in the goods or services supplied to you by any Merchant. Any complaint you may have must be resolved directly with the Merchant or the member institution of MasterCard concerned and no claim against the Merchant or such member institution may be set-off or counter-claimed against us.

10. **Your liability [for unauthorised transactions]**

- a. Subject to Clause 10(b), you are fully responsible and liable for all transactions made using the Authentication Code received by you.
- b. If you have promptly reported an actual or possible disclosure of your Authentication Code to us, you are not liable for loss occurring after we have received such actual notification unless you have acted fraudulently or negligently.

11. **Suspension and Termination**

- a. We reserve the right (but we are to obliged to do so) to at any time suspend the Service without notice where we consider necessary or advisable to do so, for example, to protect you when there is a suspected breach of security, or when we have reasonable grounds to suspect that your registration data is untrue, inaccurate, not current or incomplete or we need to suspend the Service for maintenance or other reasons.

- b. We may, without giving you notice or reason to terminate the Service or its use by you.
- c. You shall remain liable for all transactions incurred through the use of the Service prior to us terminating the Service, unless such transactions were incurred under situations as described in Clause 10 (b) above.

12. **General**

- a. **Communications:** Subject to Clause 12(d), communications from us are deemed to have been received by you (where delivered personally) at the time of personal delivery or on leaving it at the address last notified by you to us, (where sent by post) 2 days after posting or (where sent by facsimile or email) immediately after transmitting to the facsimile number or email address last notified in writing by you to us. Communications sent, by you to us are deemed to be delivered to us on the day of actual receipt.
- b. **Severability:** If any part of these Terms is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination will not impair the enforceability of the remaining parts of this agreement.
- c. **Waiver:**
 - i. A waiver by us of any provision of these Terms will not be effective unless given in writing, and then it will be effective only to the extent that it is expressly stated to be given.
 - ii. A failure, delay or indulgence by us in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right by us does not preclude further exercises of that power or right or the exercise of any other power or right.
 - iii. Our rights and remedies under these Terms are cumulative and do not exclude other rights and remedies provided by law.
- d. **Governing Law and Jurisdiction:** The Service and these Terms are governed by and must be construed in accordance with the laws of Singapore. The parties submit to the non-exclusive jurisdiction of the Courts of Singapore or the courts of such other competent jurisdiction as the Bank may in its sole discretion elect to submit and you further agree that service of any legal process may be effected in the manner set out herein or in the Cardmember's Agreement.
- e. In the event of any conflict in the interpretation of these Terms and any translation of it in any language, the English version of this Agreement shall prevail.
- f. The Bank makes no representation that the Service, the information, documents and/or materials contained or outlined in this web are appropriate,

or may be made available, for use in any location other than in Singapore by Singaporean residents. Non-Singaporean residents or users from any jurisdiction outside Singapore shall assume full responsibility for complying with the applicable laws and regulations relating to the applicable jurisdiction and shall ensure that access to this website and use of the Service is not unauthorized under such applicable laws.

13. **Third Party Rights**

This Agreement is not intended to create any right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore which is enforceable by any person who is not a party to this Agreement and the rights of any third party under the said act are hereby expressly excluded.