

Terms and Conditions Governing Personal Data Protection Act (PDPA) 2012

1. To process, administer and/or manage your relationship and/or account with CIMB Bank Berhad (the “**Bank**”), and to provide you with the services and products of the Bank, the Bank will necessarily need to collect, use, disclose and/or process your personal data or personal information about you, including your transactions, your financial conditions, and your account/facilities information.
2. Your personal information will be collected, used, disclosed and/or processed by the Bank for one or more of the following purposes:
 - (a) processing your enquiries and application for account opening, credit, services and products by the Bank, as well as services and products by other external providers provided through the Bank;
 - (b) providing you with the services and products of the Bank, as well as services and products by other external providers provided through the Bank;
 - (c) administering and/or managing your relationship and/or account(s) with the Bank;
 - (d) carrying out your instructions or responding to any enquiries by you;
 - (e) carrying out due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or risk management procedures (including but not limited to those designed to combat financial crime, “know-your customer”, anti-money laundering, counter-terrorist financing or anti-bribery), that may be required by law or that may have been put in place by the Bank;
 - (f) dealing in any matters relating to the services and/or products which you are entitled to under this Agreement (including the printing of credit cards and the printing and mailing of correspondence, statements, invoices, confirmations, advices, information, reports or notices to you, which could involve disclosure of certain personal data about you to bring about delivery of the same as well as on the external cover of envelopes/mail packages);
 - (g) the recovery of any and all amounts owed to the Bank;
 - (h) the process of reviewing and approving credit and approving the account(s), and the conduct of initial and anticipatory credit checks and assessments, relevant checks, ongoing assessment and verification of ongoing credit worthiness and standing;
 - (i) preventing, detecting and investigating fraud, misconduct, any unlawful action or omission, whether relating to your application or any other matter relating to your account(s), and whether or not there is any suspicion of the aforementioned;
 - (j) managing the Bank’s infrastructure and business operations, and complying with policies and procedures that may be required by law or that may have been put in place by the Bank, including those relating to auditing, finance and accounting, billing and collections IT systems, data and website hosting, training, testing, business continuity, and records, document and print management;
 - (k) security and/or verification and in this regard, the Bank may put in place measures to achieve the aforesaid such as closed-circuit television (CCTV) systems on the Bank premises, which would/may capture your image and speech when you are on the Bank premises; audio recordings of your instructions or conversations over the telephone or during face to face communications with the Bank’s staff;
 - (l) if consented by you via your registration or participation in any contest, lucky draw, campaign, promotion, event, survey or questionnaire, to administer and provide you with such activities. Some of these activities have additional terms and conditions, which could contain additional information about how we use and disclose your personal data, so we suggest that you read these carefully;
 - (m) complying with applicable law in administering and managing your relationship with the Bank; and/or
 - (n) if consented by you in the application form(s), account opening document(s) and/or other methods of consent notification, provide for the dispatch of marketing information relating to banking, financial or investment services or products offered by the Bank and the Bank’s affiliates, business partners and related companies (whether by the Bank, the Bank’s affiliates, business partners or related companies) which the Bank thinks is of benefit or interest to you via your consented method(s) of communication.(collectively, the “**Purposes**”)
3. In carrying out one or more of the above Purposes, the Bank may need to disclose your personal data to certain third parties, whether located within or outside Singapore, as such third parties would then be processing your personal data for one or more of the above Purposes. You hereby acknowledge and agree that your personal data will/may be disclosed by the Bank to the following third parties (whether located within or outside Singapore) for one or more of the above Purposes and for the said third parties to subsequently process your personal data for or more of the above Purposes:
 - (a) the Bank’s Group Companies (including CIMB Bank Berhad and all other related corporations and subsidiaries of CIMB Group Holdings Bhd) and between each of them;
 - (b) to the Bank’s (or the Bank’s Group Companies’) third party service providers or agents including but not limited to those who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business, mailing houses, telecommunication companies, marketing agents, call centres, data processing companies and information technology companies;

- (c) any valuer, credit reference agency, rating agency, business partner, insurer/takaful provider or insurance/takaful broker, direct or indirect provider of credit protection, card association, bank or financial institution, and, in the event of default, to debt collection agencies;
 - (d) any fund management companies, private equity companies and managers, other financial companies (e.g. for structuring / provision of services), external asset managers, service providers (e.g. alternative investment service providers) and financial service providers;
 - (e) any external services or products provider that is providing services or products through the Bank;
 - (f) any credit bureau and/or its compliance committee and for such credit bureau and/or its compliance committee to disclose the personal information to third party or parties, including but not limited to its member banks or financial institutions;
 - (g) to the Bank's auditors and professional advisors including its solicitors;
 - (h) any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of the Bank's branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of the Bank's branches are expected to comply with;
 - (i) any person to whom disclosure is permitted or required by any statutory provision or law;
 - (j) any permitted assigns;
 - (k) the Bank's successors in title;
 - (l) to any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials.
4. If you do not wish for the Bank to use your personal data or disclose your personal data for any of the above Purposes, you may withdraw your consent at any time by written notice to the Bank, pursuant to the Personal Data Protection Act 2012, however, depending on the circumstances and the nature/extent of your withdrawal, your withdrawal of consent may result in the Bank's inability to provide you with the services and products and hence may result in the termination of your relationship and/or account(s) with the Bank or other consequences of a legal nature which may arise by virtue of your legal relationship with the Bank.
5. To the extent that the applicable law allows, you may request access to, and correction of, your personal information. You acknowledge that some personal information may be exempt from such access and correction rights in accordance with local personal data protection laws. You may wish to contact the Bank at dpo@cimb.com should you wish to request such access to, and/or correction of, your personal information. Kindly note that we will also be charging you a reasonable fee for the handling and processing of your requests to access your personal data.
6. For the avoidance of doubt, in the event that Singapore personal data protection law permits an organization such as the Bank to collect, use or disclose your personal data without your consent, such permission granted by the law shall continue to apply.
7. You agree that where your written permission is required by law or otherwise for any such disclosure by the Bank, the signing of the application form(s), account opening document(s), personal data consent form and/or other methods of consent notification, as well as in any other manner permitted by law shall constitute and be deemed to be sufficient written permission for such disclosure.
8. The Bank's rights under this clause shall be in addition to and without prejudice to the Bank's other rights of disclosures available pursuant to the Banking Act, Chapter 19 of Singapore (as may be amended or revised from time to time) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.