CIMB CLASSIC MASTERCARD
CARDMEMBER'S AGREEMENT

This Agreement contains the terms and conditions applicable to your Card(s) and your Card Account(s). Please read them carefully before you sign or use the Card(s).

When you read this Agreement, please note that the terms "**you**", "**your**" and "**Cardmember**" refer to the person named on the Card. The terms "**we**", "**our**" and "**us**" refer to CIMB BANK BERHAD and its successors and assigns.

1. DEFINITIONS

In this Agreement:-

Billing Statement

means statement(s) from us of the amount charged or debited and/or paid to the Card Account of the Card issued to the Cardmember stated therein. Each such statement may be on paper or may be constituted by data stored in any electronic medium or system, which may be transmitted through any computer system or facsimile machine.

Card

means any card bearing the name VISA or MasterCard and/or the service mark of VISA or MasterCard issued by us pursuant to this Agreement and any substitution, replacements or renewals thereof.

Card Account

in relation to any Card, means the account designated and maintained by us in relation to that Card.

Card Transaction

means any type of transaction effected by using the Card or any data contained on or relating to the Card.

Cash Advance

means an advance, quasi cash transaction or payment in any currency made through the use of the Card and/or the PIN, drawn against the Card Account but shall not include any withdrawals from any other account with us.

Specified Address

means any of the following:-

(i) any of your addresses stated in the application for the Card or any other address which you may notify us from time to time or any other address which we may obtain from reliable sources as determined by us; and

(ii) any address from which any of your facsimile transmission or electronic mail or purporting to be your facsimile transmission or an electronic mail had been despatched to us.

Quasi Cash Transaction

means a transaction involving the sale of item(s) that are directly convertible to cash including the purchase of chips, lottery tickets or other value usable for gambling or gambling-related activities, the placing of a wager, the purchase of traveller's cheques, foreign currency, money orders, the use of a Card to open or fund a deposit account, at a location other than a member financial institution or transaction(s) in which a merchant accepts a Card for payment of an existing debt, such as a private label card or vehicle loan.

Guardian

means a legal guardian [whether a parent or otherwise (as the case may be)] of a Cardmember who is below 21 years old.

2. USE OF CARD/PIN

2.1 RECEIPT OF CARD/PIN

Once your application for a Card is approved, we shall send you a Card and, upon your request, a Personal Identification Number (PIN), to be used in conjunction with your Card. Upon receipt of your Card, please sign on

the Card immediately. You shall not disclose the PIN to any other person and you should change the PIN from time to time for security reasons.

2.2 CARD AND PIN FACILITIES

You shall not permit any other person to use the Card and/or PIN to make any transactions. The services, functions and facilities available through the Card or the use of the PIN of any Card shall be determined by us from time to time. We may modify or vary any or all of such services, functions and facilities or suspend or terminate the availability of any or all of such services, functions and facilities without any prior notice.

2.3 CARD REMAINS OUR PROPERTY

The Card remains our property at all times. We may at our absolute discretion request for the Card to be returned at any time, whereupon you shall cut the card across its microchip and magnetic strip and return the Card, immediately to us.

2.4 CARD AND PIN TERMS OF USE

The use of any Card or PIN as well as services, functions, facilities and transactions available in connection with the Card shall be subject to these terms and conditions (as may be varied, modified or supplemented by us from time to time) and to the compliance with such requirements, limitations and procedures as may be imposed by VISA and/or MasterCard from time to time. Cash withdrawals from any account with us shall be subject to the terms and conditions as may be imposed by us with respect thereto.

2.5 LAWFUL USE OF THE CARD AND PIN

You shall not use the Card or PIN (whether to effect payment or otherwise) in relation to any transaction or activity which is illegal or prohibited under the law or constitutes a breach of public policy of the country in which such transaction or activity is effected or takes place, or which is illegal or prohibited under the law or constitutes a breach of public policy of your country of residence.

3. CREDIT LIMIT

3.1 CHARGES NOT TO EXCEED OVERALL CREDIT LIMIT

We may set an overall credit limit in respect of each Card Account. The total charges incurred under each Card Account by the Cardmember must not exceed the credit limit set for each Card Account. We may, where necessary, review and revise any of your credit limits without notice. We may also refuse to authorise or approve any Card Transaction even though the credit limit has not been and would not be exceeded if such Card Transaction had been effected.

3.2 WHERE CHARGES EXCEED CREDIT LIMIT

We may choose to approve certain Card Transactions that would result in the credit limit being exceeded. Notwithstanding any credit limit that may be set or imposed, we may in our absolute discretion authorise or allow any Card Transaction even though such transaction may exceed or would as a consequence exceed the credit limit.

3.3 CHARGES TO CARD ACCOUNT

We may charge and debit the relevant Card Account (whether before or after the termination of the use of Card) the amount of each and every Card Transaction made or effected, whether by you or any other person (whether with or without your knowledge or authority) and notwithstanding:

(a) that the balance due to us on the Card Account may as a consequence of any such charge or debit exceed the Credit Limit; or

(b) that the Card Transaction was effected by the use of any Card or the PIN of any Card after the loss or theft of that Card or disclosure of the PIN in respect of that Card provided that no amount shall be debited to the Card Account in respect of any Card Transaction effected without your knowledge or authority after our Customer Service Hotline has received your notice of the loss or theft of that Card or the disclosure of the PIN of that Card.

4. LOSS/THEFT OF CARD/DISCLOSURE OF PIN/ACCOUNT NUMBER

4.1 DUTY TO PREVENT LOSS/THEFT/FRAUD

You must keep your Card secure and ensure that your Card number and PIN are not disclosed to any other person.

4.2 DUTY TO NOTIFY US

Should you discover that your Card is lost, stolen or used in an unauthorised way, you shall notify us of the loss/theft or unauthorized use of such Card by calling our Customer Service Hotline or by notifying us in writing to CIMB Bank Credit Card Centre, 50 Raffles Place #01-02 Singapore Land Tower, Singapore 048623. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss/theft/misuse/disclosure and any other information that we may require.

4.3 LIABILITY FOR LOST/STOLEN CARDS

If a lost or stolen CIMB Credit Card is used for unauthorised transactions prior to the Cardmember notifying CIMB Bank Berhad of the loss, the Cardmember will only be subject to a maximum liability of S$100. This is provided the Cardmember has informed CIMB Bank Berhad of the loss immediately after being aware that his/her credit card has been lost or stolen and he/she has not acted fraudulently, or with gross negligence. In the case where a credit card is not lost or stolen, but the card details were used for unauthorized transactions, the Cardmember will not be held liable as long as the Cardmember has not acted fraudulently or with gross negligence.

4.4 CARD RETRIEVED

Once the Card has been reported as lost or stolen, it must not be used if subsequently retrieved. You shall cut such retrieved original Card into pieces and return the same to us. Any Card that is thrown away or surrendered or returned to us must be cut into pieces. You shall be liable for any loss or damage arising from any failure to do so.

4.5 REPLACEMENT CARD

We may at our discretion issue a replacement Card upon such terms and conditions as we may deem fit, and we reserve the right to charge a replacement fee as set out at Clause 19 of this agreement from time to time in respect of any lost or stolen Card. Such Card replacement fee shall be debited to the Card Account and shall not be refundable for any reason whatsoever.

4.6 3D Security Feature on Internet Activation

MasterCard® SecureCode and Verified by Visa Services for Internet Transactions

In the event a Cardmember wishes to use the Card for internet payment transactions, the Cardmember must first register for the MasterCard® SecureCode service or the Verified by Visa service ("Service") as the case may be at our website www.cimbsecuree-pay.com.sg (or such other website which we may notify you from time to time). By registering for the Service, the Cardmember shall be deemed to have agreed to be bound by the terms and conditions governing the Service as set out in the aforesaid website (which terms and conditions may be varied from time to time and at any time by the Bank at its sole and absolute discretion).

5. PAYMENT

5.1 LIABILITY FOR TRANSACTIONS

You are liable for all Card Transactions and Cash Advances. In addition, you shall be responsible for unauthorised transactions referred to in Clause 4.3 above. We shall send you a Billing Statement on a monthly basis or other periodic basis listing the transactions incurred.

5.2 PAYMENT OBLIGATIONS

(a) You shall pay us the entire outstanding balance or at least, the minimum payment (where applicable) specified in the Billing Statement by the payment due date. If your Card Transactions

exceed your credit limit in any given month, you shall also pay all amounts by which the credit limit has been exceeded.

(b) If payment of the outstanding balance is not made in full by the payment due date of any Billing Statement, an interest or finance charge calculated at such rate per annum as we may determine on a daily basis (subject to a minimum monthly charge of S$2.50 or such other sum as may be determined by us) shall be imposed on such amounts as are due and owing. The interest or finance charge shall apply from each transaction date until the date full payment is made. No interest or finance charge will be imposed if full payment of the outstanding balance is received by the payment due date and there is no balance carried forward from the previous Billing Statement.

(c) Interest accrued on the Card Account will be capitalised and debited from the Card Account at the end of each calendar month or on such other day or days that we may determine. All interest or finance charges due under the Card Account shall be payable as well after as before judgment at such rate(s) per annum as we may determine from the payment due date, up to and including the date of actual payment.

(d) If you fail to make full payment (in the case where the outstanding balance is S$50 and less) or at least the minimum payment (where the outstanding balance exceeds S$50) specified in your Billing Statement by the payment due date, you may also be liable for late payment charge at such rate as we may determine.

(e) Payment by cheque should reach us by the payment due date. Payment made through Internet Banking, GIRO, AXS or ATM services after 5pm will be deemed to have been received on our next business day.

5.3 OTHER CHARGES

In addition to the above, you shall also be responsible where applicable for the following charges (unless specifically waived by us) including but not limited to:

(a) a non-refundable annual service fee for the issue and renewal of each Card;

(b) a processing fee for any bill or cheque tendered in payment to us which is dishonoured for any reason whatsoever;

(c) an administrative fee for the production of documents relating to your Card;

(d) an administrative fee for any replacement Card;

(e) whereby any arrangement between you and any financial institution (including us), any payment is to be made to us for the credit of any Card Account, whether at regular intervals or otherwise, a fee of such amount as we may determine for each occasion when any payment to us is not effected (for any reason whatsoever, including the insufficiency of funds or balance on any account) at the time when such payment should have been effected in accordance with such arrangement;

(f) a charge for each reservation of goods, services or facilities made or paid through the use of the Card which is subsequently cancelled or not taken up. Such charge shall be at the rate prescribed by the merchant with or through whom the reservation was made or at such rate as we may determine; and

(g) a service charge or administrative fee for any service or facility provided by us or any action taken by us in carrying out any of your instructions and/or requests relating to your Card Account, whether such service or action is referred to or contemplated in this Agreement or otherwise.

(h) a service charge for foreign currency transactions when you use the Card to purchase goods, services or facilities in foreign currency. Foreign currency transactions will be billed in Singapore Dollars, the Card Account currency. In this regard, transactions other than in US Dollars will be converted into US Dollars first before conversion into Singapore Dollars. Each conversion will be based on such rate as determined by the respective card associations. The conversion rate is applied on the date of posting to the Card account and may be different from the rate in effect on the date of transaction. The foreign

currency transactions charged to your Credit Card will therefore reflect the cost incurred in Singapore Dollars as converted, together with an administrative fee of 1.5% of the transaction amount (or such other rate as we may determine from time to time) which will be debited to your Card Account.

5.4 CASH ADVANCE

In respect of each Cash Advance, we shall charge and debit the Card Account (unless specifically waived by us) a Cash Advance fee equal to or the greater of:

(i) the amount equal to 5% of the amount of the Cash Advance or such other rate as we may determine; or

(ii) the sum of S$15.00 or such other sum as we may determine. Each Cash Advance attracts an interest or finance charge calculated at such rate per annum as we may determine on a daily basis on the amount of the Cash Advance (subject to a minimum of S$2.50) as from the date of the Cash Advance until the date on which full payment thereof is made.

5.5 GOODS AND SERVICES TAX

You shall be responsible for all goods and services tax and all other taxes that may be imposed on or payable in respect of any amount required to be paid under this Agreement. We may debit the amount of such tax to your Card Account.

6. TERMINATION OF USE OF CARD AND CARD ACCOUNT

6.1 OUR RIGHT TO TERMINATE

We may suspend or terminate your Card and/or Card Account at any time without any prior notice for reasons we may deem fit at our absolute discretion.

6.2 YOUR RIGHT TO TERMINATE

The use of any or all Cards may be terminated by the Cardmember by giving written notice thereof to us at CIMB Bank Credit Card Centre, 50 Raffles Place #01-02 Singapore Land Tower, Singapore 048623.

6.3 OBLIGATIONS UPON TERMINATION

Upon the termination of your Card and/or your Card Account for whatever reason, you shall return the relevant Card to us cut in pieces. Notwithstanding such termination, any use of the Card or the PIN of the Card (whether or not by you) before it is returned to us shall be deemed to be use of the Card or the PIN by you.

7. LIABILITY OF CARDMEMBERS

You are liable for and must pay us on first demand all outstanding balances on your Card Account(s), including all sums and charges effected or debited to any and all Card Account(s) in accordance with this Agreement (whether before or after the termination of the use of any Card(s)). If any Card is cancelled within the first 12 months from the Card Account opening date, a charge of S$50 will be levied on such Card.

8. EXCLUSIONS AND EXCEPTIONS

8.1 CARD AND PIN

We are not liable in any way:

(a) should your Card or PIN be rejected by any merchant or any terminal used to process Card Transactions or Cash Advances or if we refuse for any reason to authorise any Card Transaction or Cash Advance;

(b) for any malfunction, defect or error in any terminal used to process Card Transactions or Cash Advances, or of other machines or system of authorisation whether belonging to or operated by us or other persons or the inability of any terminal, machine or system to accurately, properly or promptly transmit, process or store any data;

(c) for any delay or inability on our part to perform any of our obligations under this Agreement because of any electronic, mechanical

system, data processing or telecommunication defect or failure, Act of God, civil disturbance or any event outside our control or the control of any of our servants, agents, suppliers, service providers or contractors;

(d) for any damage to or loss or inability to retrieve any data or information that may be stored in your Card or any microchip or circuit or device in your Card or the corruption of any such data or information, howsoever caused;

(e) (i) for any loss, theft, use or misuse of the Card or disclosure of your PIN and/or any breach of this Agreement (ii) for any fraud and/ or forgery perpetrated on us or any merchant (iii) for any injury to your credit, character or reputation in relation to our repossession of the Card or our request for the return of the Card or your use of the Card;

(f) for the interception by or disclosure to any person (whether unlawful or otherwise) of any data or information relating to you, any Card Transaction or your Card Account transmitted through or stored in any electronic system or medium, howsoever caused; and/or

(g) for any delay, inability or failure by us to perform any of our obligations under or pursuant to this Agreement caused or contributed in any way by any one or more of the events or occurrences set out in this Clause.

8.2 PROBLEMS WITH GOODS AND SERVICES

We shall not be liable or responsible for the quantity, quality, merchantability, fitness for purpose or any other aspect of the goods or services supplied by a merchant to you or in respect of any contract or transaction entered into by such merchant with you connected with the use of the Card. Accordingly, we are not liable in any way should you encounter any problems with the goods and services that you obtain through the use of your Card. In spite of any non-delivery or non-performance or defects in any such goods and services, you shall pay us the full amount shown in the Billing Statement. If you have any complaint against or dispute with a merchant, you shall resolve such complaint or dispute with such merchant directly; we shall not be a party to such complaint or dispute.

8.3 DISCLOSURE OF INFORMATION

In the event that we and any of our officers, employees, agents, contractors or service providers provide any wrong, untrue, inaccurate or erroneous information to any person pursuant to clause 12 or otherwise, we and any of our officers, employees, agents, contractors or service providers shall not be liable in any way for such misinformation, whether in defamation or any other cause of action, or for any direct or consequential loss or damage resulting therefrom.

9. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES

9.1 CONCLUSIVE EVIDENCE

Our records (including electronic, computer and microfilm stored records) of all matters relating to the Card, the Card Account or any Card Transaction and/or of your details (subject to your updates according to our standard procedure) and any certificate from us stating your liability to us as at any specified date shall be conclusive as to their accuracy and authenticity and shall be binding on you for all purposes whatsoever.

9.2 SIGNATURE CONCLUSIVE

Without prejudice to clause 9.1, we shall be entitled to rely upon and to treat any document relating to any Card Transaction with your signature as conclusive evidence of the fact that the Card Transaction as therein stated or recorded was authorised and properly made or effected by you.

9.3 BILLING STATEMENTS

We will send a Billing Statement to you on a monthly or other periodic basis. The Billing Statement shall be conclusive evidence of the state of the Card Account unless you notify us in writing of any error or inaccuracy in such Billing Statement within 14 days from the date when such Billing Statement shall have been received or deemed received by you.

Each Billing Statement shall constitute conclusive evidence as against the Cardmember that every Card Transaction stated therein has been effected by the Cardmember and every charge stated and every amount debited therein has been validly and properly incurred or debited in the amount stated therein save for such error or inaccuracy which you have notified us in writing within the time prescribed herein.

10. APPROPRIATION OF PAYMENTS

Any and all payments made or sent by the Cardmember may be applied and appropriated by us in such manner and order and to such Card Account(s) (whether relating to the Card issued to that Cardmember or otherwise) and or with respect to such Card Transaction as we may select or determine notwithstanding any specific appropriation by that Cardmember.

11. AMENDMENTS

11.1 AMENDMENTS TO THE AGREEMENT

We may at any time at our absolute discretion and upon written notice to you, amend any one or more of the terms and conditions in this Agreement. Such amendment(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice. If you do not accept such amendment(s), you shall forthwith repay all monies owing under your Card Account, discontinue use of the Card and instruct us to terminate the Card. If you continue to use the Card or if any monies remain outstanding under your Card Account after such notification, you shall be deemed to have agreed with and accepted such amendment(s).

11.2 RIGHT TO VARY CHARGES AND FEES

We may at any time at our absolute discretion and upon written notice to you, vary the prevailing rate and/or amount of any charges or fees payable by you as stated in our pricing guide. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

11.3 NOTIFICATION OF CHANGES

We may notify you of any changes to the terms and conditions in this Agreement by:-

(a) publishing such changes in your Billing Statements; or

(b) displaying such changes at our branches; or

(c) posting such changes on our website; or

(d) electronic mail or letter; or

(e) publishing such changes in any newspapers; or

(f) such other means of communication as we may determine.

Any notice of any change to this Agreement given to or served on a Cardmember shall be deemed to have been given to and received by every joint Cardmember(s) (and as the case may be, the Guardian) at the time when the Cardmember shall have received or is deemed to have received the same.

12. USE AND DISCLOSURE OF INFORMATION

12.1 USE OF INFORMATION AND PARTIES TO WHOM DISCLOSURE MAY BE MADE

(a) You consent for us and any of our officers, employees, agents, contractors or service providers to, whether before or after termination of the Card or Card Account, use and disclose any information relating to you (including particulars of your accounts, details of the amounts owing and other credit background information, whether obtained from any credit bureau from time to time or otherwise) or your Card Transaction or Card Account ("Information") to

(i) any third party as we and any of our officers, employees, agents, contractors or service providers may deem fit in absolute discretion, including but not limited to our

head offices, related companies, branches, agents, correspondents, agencies or representative offices or such contractors or service providers who may from time to time be engaged to provide advice, administrative, computer, data processing, telecommunications, debt collection, credit reference, advertising, market research, payment, transfer or other services in connection with the management or operation of our business,

(ii) any person authorised by you to operate the Card Account or any security provider or guarantor,

(iii) any merchant, member of card association, credit reference agency, rating agency, business partner, insurer or insurance broker, direct or indirect provider of credit protection, bank or financial institution,

(iv) any credit bureau and/or its compliance committee and for such credit bureau and/or its compliance committee to disclose the Information to third party or parties, including but not limited to its member banks or financial institutions,

(v) any government agency, statutory board or authority in Singapore or elsewhere, and

(vi) any other person to whom we and any of our officers, employees, agents, contractors or service providers consider appropriate to make such disclosure.

(b) The purposes for which the Information may be used or disclosed shall be as we and any or our officers, employees, agents, contractors or service providers may deem fit, including:

(i) any operation and/or the outsourcing of such operation relating to the provision of services and products by us and any of our officers, employees, agents, contractors or service providers (without limitation, the printing of credit cards, the printing and/or mailing of statements of accounts and other mailers, as well as the verification of your identity),

(ii) the recovery of any amounts owed to us,

(iii) the credit card approving process, the conduct of credit checks and verification of ongoing credit worthiness,

(iv) compliance with disclosure requirements under applicable law,

(v) any marketing or cross-marketing of services or products (whether by us, our affiliates, business partners or related companies), and

(vi) any collaboration with merchants in respect of Card loyalty benefits and promotion programs as well as for any operation and/or outsourcing of any operation relating to merchant-acquiring business.

12.2 CREDIT BUREAU

You agree that we and any of our officers, employees, agents, contractors or service providers (being iCIMB (MSC) Sdn Bhd and such other contractors and service providers as we may notify you from time to time) may from time to time obtain and exchange information about you from any third party (whether a credit bureau or otherwise and wherever situated), verify and use the information obtained and to further disclose such obtained information to any third party for the purpose of assessing your creditworthiness and such other purposes set out in clause 12.1(b). You also agree that a credit bureau may use and further disclose to other third parties, information about you obtained from us and any of our officers, employees, agents, contractors or service providers (being iCIMB (MSC) Sdn Bhd and such other contractors and service providers as we may notify you from time to time). Without prejudice to the generality of the foregoing, you authorise:

(i) us and any of our officers, employees, agents, contractors or service providers (being iCIMB (MSC) Sdn Bhd and such other contractors and service providers as we may notify you from time to time) to carry out the credit card approving process, to perform credit checks with any party including any credit bureau from time to time, to obtain information relating to you (including particulars of your accounts, details of the amounts owing and other credit

background information) from any source including any credit bureau and consent to such source (including any credit bureau) disclosing information about you to us and any of our officers, employees, agents, contractors or service providers (being iCIMB (MSC) Sdn Bhd and such other contractors and service providers as we may notify you from time to time),

(ii) us and any of our officers, employees, agents, contractors or service providers (being iCIMB (MSC) Sdn Bhd and such other contractors and service providers as we may notify you from time to time) to use and disclose information about you (without limitation, to further disclose such information about you that we may obtain from a credit bureau) to any third party, including any credit bureau, its members or subscribers and/or compliance committees including its member banks or financial institutions, and

(iii) any credit bureau to disclose information about you obtained from us and any of our officers, employees, agents, contractors or service providers (being iCIMB (MSC) Sdn Bhd and such other contractors and service providers as we may notify you from time to time) to its members or subscribers and/or compliance committees including its member banks or financial institutions.

12.3 WRITTEN PERMISSION

You agree that where your written permission is required by law or otherwise for any disclosure by us and any of our officers, employees, agents, contractors or service providers, the signing of the Card application form and/or the signing of the Card and/or the usage of the Card shall constitute and be deemed to be sufficient written permission for such disclosure.

Our authority, the authority of our officers, employees, agents, contractors or service providers as well as the authority of any credit bureau, to disclose such information pursuant to clause 12 shall survive the termination to this Agreement.

12.4 ADDITIONAL RIGHTS

Our rights under this Clause shall be in additional and without prejudice to other rights of disclosures available pursuant to the Banking Act, Chapter 19 of Singapore (as may be amended or substituted 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.

13. SET OFF AND CONSOLIDATION

13.1 EXTENT OF OUR RIGHTS

We may at any time and without prior notice or demand combine or consolidate any and all account(s) maintained by you with us (whether matured or not) and regardless of where your accounts are located or whether your accounts are held in your sole name or jointly with others and/or set off or transfer any sum standing to the credit in any or all such account(s) in or towards the discharge or payment of any and all sums due to us from you under any Card Account or under this Agreement notwithstanding that:

(a) the use of the Card or the Card Account has not been terminated; and/or

(b) the balance then in our favour under the Card Account does not exceed the credit limit.

13.2 SET OFF AND CONSOLIDATION INVOLVING FOREIGN CURRENCIES

Where any set off or consolidation undertaken by us involves the conversion of one currency to another, we shall make the necessary conversion at our prevailing currency exchange rate.

14. COMMUNICATIONS AND SERVICE OF DOCUMENTS

14.1 COMMUNICATIONS AND SERVICE

Any Card (whether issued pursuant to an application or issued as renewal or replacement of any Card) and all Billing Statements,

notices (including notification of any PIN assigned to any Card or any Cardmember and of any amendments to this Agreement) or demands from us or any document relating to or by which any legal proceedings against any Cardmember is commenced by us may be sent to or served on any Cardmember by leaving it at or by posting it to or dispatching it by facsimile transmission, electronic mail or through the internet to the Specified Address of that Cardmember.

Any such Card, statement, notice, demand or document so left at or sent or despatched to any Cardmember shall be effective and deemed to have been received by that Cardmember:

(a) when it was left at the Specified Address, if left thereat;

(b) on the day immediately following the date of despatch, if posted; or

(c) immediately on despatch if sent by facsimile transmission, electronic mail or through the internet, notwithstanding that it is not received by that Cardmember or returned undelivered.

Any notice of any amendment to this Agreement that we send to the Cardmember shall be deemed to have been sent to and received by the Guardian (as the case may be) at the same time when the Cardmember shall have received or is deemed to have received the same.

14.2 COMMUNICATION VIA SMS

We may send the Cardmember any marketing or promotional materials or any other communication (including but not limited to information, cards, postcards, mailers, letters, any other documents or items) (i) by short message services (SMS) to the last known handphone number of the Cardmember as reflected in our records, (ii) by electronic mail to the last known email address of the Cardmember as reflected in our records, (iii) by facsimile transmission to the last known facsimile number of the Cardmember as reflected in our records, (iv) by ordinary pre-paid or personal delivery to the last known address of the Cardmember as reflected in our records.

The Cardmember agrees that we or any of our officers, employees, agents, contractors or service providers may also send the Cardmember by SMS or by electronic mail or any other form of electronic means to the last known handphone number or electronic mail address as reflected in our records, the Card Account details including personal particulars, the outstanding balances, the payment due dates, reminders on any missed payments, alerts on any suspicious Card Account activities, payment amounts and history, or any other information as we and any of our officers, employees, agents, contractors or service providers may in sole and absolute discretion think fit to disclose through such means. The Cardmember acknowledges, agrees and consents that Cardmember information or Card Account information may be disclosed, whether inadvertently or otherwise and whether authorized or otherwise, to any third party who may have, or gain access in any way whatsoever to such sms, email, facsimile or postal transmission sent by us and any of our officers, employees, agents, contractors or service providers to the Cardmember.

For your convenience, we have made SMS the mode of communication. Thus, for you to receive these alerts, it is important that you provide us with your updated contact information. In addition, for the security of your account, should there be a loss of your mobile phone, please update us accordingly so that we can temporarily suspend the Transaction Alert service.

15. PayPass

MasterCard with “PayPass” Feature

(a) Where any MasterCard that we issue incorporates the PayPass feature (“PayPass Card”), the Cardmember acknowledges that such PayPass Card may be utilised to pay for goods and services for amounts not exceeding SGD100 per transaction, or such other amount which we may specify from time to time by tapping or waving the PayPass Card at a “PayPass” contactless reader/ terminal (“Contactless Transactions”).

(b) Contactless Transactions may be processed and the Cardmember’s MasterCard Account debited with the Contactless Transaction amount without requiring the:

- PayPass Card to be swiped at a magnetic strip reader;
- PayPass Card's chip to be read by a chip terminal; or
- Cardmember's signature to authorise the transaction.

By accepting the PayPass Card and using it in any manner whatsoever (including using it in the conventional manner of swiping the same at a magnetic strip reader or at a chip reader or otherwise) the Cardmember undertakes to use the PayPass Card in accordance with and agrees to be bound by the terms and conditions herein contained.

(c) Without prejudice to the foregoing, the Cardmember undertakes to be liable for all Contactless Transactions incurred using the PayPass Card and posted to the Cardmember's MasterCard account regardless of whether or not the Contactless Transactions were properly authorised by the Cardmember. In this regard the Cardmember acknowledges the ease of which unauthorized Contactless Transactions may be carried out and accepts the risk of unauthorised Contactless Transactions.

16. MISCELLANEOUS

16.1 INDEMNITY

You shall indemnify and keep us fully indemnified against all claims, demands, action, proceedings, losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) incurred, suffered or sustained by us, directly or indirectly, by reason of or in connection with this Agreement, including but not limited to:-

(a) breach of any provision of this Agreement on your part; and/or

(b) the enforcement or protection of our rights and remedies against you under this Agreement, or in obtaining or seeking to obtain payment of all or any part of the monies hereby agreed to be paid by you; and/or

(c) any change in any law, regulation or official directive which may have an effect on this Agreement.

16.2 REFERENCES TO SINGAPORE DOLLARS

All references to dollars and "$" in this Agreement shall mean Singapore Dollars notwithstanding that the billing currency of the Card Account may be a currency other than Singapore Dollars in which event the equivalent in such other currency shall apply at such rate or rates of exchange as we may determine. We may charge all sums payable to us under this Agreement to the relevant Card Account in the applicable billing currency. Charges incurred in any currency other than the billing currency and any payment received by us in any currency other than the billing currency shall be converted by us at such rate or rates of exchange as we may determine from time to time.

16.3 INSTRUCTIONS FROM YOU

Any request of or instruction to us shall be in writing and shall be signed by the Cardmember provided that we may but shall not be obliged to accept and act on any instruction or request by telex, facsimile transmission or through the telephone which our officer or employee attending to such instruction or request believes to have been given or made or authorised by the Cardmember. Notwithstanding that such instruction or request may not have been given or made or authorized by the Cardmember and notwithstanding any fraud that may exist in relation thereto, we shall not be liable for any loss or damage suffered as a consequence of our acting on or acceding to any such instruction or request. Each Cardmember shall provide us with written notice of any change in that Cardmember's particulars to CIMB Bank Credit Card Centre, 50 Raffles Place #01-02 Singapore Land Tower, Singapore 048623.

16.4 OUR ACCEPTANCE OF INSTRUCTIONS FOR PERIODIC PAYMENTS

Neither our acceptance or approval of any instruction or arrangement for any monthly or periodic payment of any charge of any person by monthly or periodic deduction effected on any Card Account or in respect of any monthly or periodic Card Transaction nor our execution

of any such deduction in respect of any month or period shall impose upon us, any obligation to effect such deduction in respect of each and every month or period and we shall not be liable for any loss or damage suffered or incurred as a consequence of any failure by us to effect any deduction or Card Transaction in respect of any one or more month(s) or period(s).

16.5 DELAY OR FAILURE TO EXERCISE RIGHTS

No forbearance or failure or delay by us in exercising any right, power or remedy is to be deemed a waiver or partial waiver thereof on our part; and no waiver by us of any breach of this Agreement on your part is to be considered a waiver of any subsequent breach of the same or any provision of this Agreement. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

16.6 ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES

We may provide at our sole discretion, any programme, scheme or plan from time to time with respect to the use or the promotion of the use of Cards (the "Programme").

Such additional services where provided, do not form part of our legal relationship with you. Those additional services, benefits or programmes may be subject to their own terms and conditions. If you intend to derive any privilege or benefit conferred or offered under, you shall before ordering or making any purchase from any merchant involved or participating in the Programme, inform that merchant of your intention and present the Card to that merchant. We may at any time and from time to time without prior notice and without assigning any reason:

(a) amend, modify, vary or withdraw the terms and conditions of any Programme and or any privilege or benefits offered or conferred under any Programme;

(b) suspend or terminate any Programme;

(c) restrict or exclude any merchant from participation or continuing to participate in any Programme.

Any privilege or benefit to be obtained from or conferred by any merchant under any Programme may be unavailable, suspended or withdrawn by that merchant at any time for any reason and whether temporarily or otherwise. We shall not be liable for any refusal of any merchant to extend or confer any privilege or benefit under any Programme for any reason whatsoever.

16.7 ARRANGEMENTS WITH FINANCIAL INSTITUTIONS

Upon any arrangement made between any Cardmember and any financial institution, any payment may be made to us for the credit of any Card Account, whether at regular intervals or otherwise. If that Card Account is terminated and another Card Account is established in replacement thereof, the arrangement shall subsist and continue in relation to the Card Account that has replaced the original Card Account as from the date when the first Billing Statement with respect to the replaced Card Account is sent to the Cardmember.

16.8 GOVERNING LAW

This Agreement is subject to Singapore law and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) or otherwise to enforce any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any third party is not required to vary, release or compromise any liability or terminate any of the terms of this Agreement.

17. CARDMEMBER BELOW 21 YEARS OLD – GUARANTEE BY GUARDIAN

Unless waived by the Bank, it is a condition to the issuance of the Card and the opening of the Card Account that a valid guarantee has been obtained from the Guardian in the case where a Cardmember is below 21 years old on the date that the Bank notifies the Cardmember that his/her Card application has been approved. The following provisions of this Clause 17 will be applicable to the guarantee.

17.1 Guarantee and Indemnity by Guardian

(a) In consideration of our agreeing to issue the Card to the Cardmember as well as to open the Card Account, the Guardian unconditionally and irrevocably:

(i) guarantees the due and punctual payment by the Cardmember of all outstanding balances accruing to the Card Account and all other payment obligations in connection with this Agreement;

(ii) guarantees the performance by the Cardmember of all other liabilities or obligations arising from and/or in relation to the use of the Card and in connection with this Agreement;

(iii) undertakes that whenever the Cardmember does not pay any amount when due under or in connection with the Card Account or this Agreement, the Guardian shall immediately on our demand pay that amount as if the Guardian was the principal debtor;

(iv) undertakes to indemnify us immediately upon our demand against any cost, loss or liability that we suffer if any obligation guaranteed (or anything which would have been an obligation if not unenforceable, invalid or illegal) is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which we would otherwise have been entitled to recover.

(b) The Guardian waives any right that it may have of first requiring us to proceed or enforce any other rights or security or claim payment from any person before claiming from the Guardian. In this regard, the Guardian agrees that we shall be entitled to make demands under this clause from time to time irrespective of:

(i) whether any steps or proceedings are being or have been taken against the Cardmember; or

(ii) whether any steps or proceedings are being or have been taken to enforce any other security, guarantee or indemnity.

(c) The amount owing by the Guardian to us under this clause at any time shall be a separate and independent debt from the amount owing to any other party. We shall have the right to protect and enforce our rights arising out of this clause and it shall not be necessary for any other party to be joined as an additional party in any proceedings for this purpose.

17.2 Principal Debtor

(a) As between the Guardian and us but without affecting the Cardmember's obligations, the Guardian shall be liable for the outstanding balance accruing under the Card Account as if he/she were the sole principal debtor and not merely a surety.

(b) The Guardian's obligations under this clause shall not be discharged, nor shall his/her liability be affected, by an act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of his/her obligations under this clause including:

(i) any time, indulgence, concession, waiver, forbearance or consent at any time given to the Cardmember or any other person;

(ii) any amendment (however fundamental) or supplement to any other provision of this Agreement or any other agreement, security, guarantee, indemnity, right, remedy or lien;

(iii) the making or absence of any demand on the Cardmember or any other person for payment as well as the enforcement or absence of enforcement of this Agreement or any other agreement, security, guarantee, indemnity, right, remedy or lien;

(iv) the existence of, or the taking, variation, compromise, exchange, renewal or release of, or the refusal or neglect to perfect, execute, take up or enforce, any rights against, guarantee, indemnity, remedy, lien or security over assets of, the Cardmember, the Guardian or any other person;

(v) the insolvency or bankruptcy of the Cardmember or any other person (or the commencement of any of the foregoing); or

(vi) the illegality, invalidity or unenforceability of, or any defect in any provision of, this Agreement or any other agreement, security, guarantee, indemnity, right, remedy or lien or any of the obligations of the Cardmember or any other party thereunder;

(vii) the release of the Cardmember or any other person under the terms of any composition or arrangement with any creditor of the Cardmember or any such person;

(viii) any incapacity of the Cardmember, the Guardian or any other person; or

(ix) any increase, decrease, extension, renewal or re-structure in any manner whatsoever of the credit limit applicable to the Card or of this Agreement.

17.3 Obligations Continuing

(a) This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by the Cardmember in connection with the Card Account or in connection with this Agreement (even in respect of charges and liabilities incurred by the Cardmember after he/she has attained the age of 21) and/or by the Guardian under this clause, regardless of any intermediate payment or discharge in whole or in part.

(b) The obligations of the Guardian under this Agreement are and will remain in full force and effect by way of continuing security until we have irrevocably received or recovered all outstanding sums due and owing to us. Furthermore, the obligations of the Guardian are additional to, and not instead of, any other agreement, security, guarantee, indemnity, right, remedy or lien at anytime existing in favour of any person, whether from the Cardmember or otherwise, and may be enforced without first having recourse to the Cardmember, any other person or any other agreement, security, guarantee or indemnity.

17.4 Exercise of Guardian's Rights

The Guardian undertakes that until all amounts which may be or become payable in connection with the use of the Card, the Card Account or in connection with this Agreement have been irrevocably paid in full:

(a) any right of the Guardian (i) to be indemnified by the Cardmember or (ii) to claim any contribution from any other guarantor of or provider of security for the Cardmember's obligations or (iii) to take the benefit of (in whole or in part and whether by way of subrogation or otherwise) our rights under this Agreement or (iv) to enforce any security or other guarantee or indemnity, shall be exercised and enforced by the Guardian only in such manner and on such terms as we may require; and

(b) any amount received or recovered by the Guardian (i) as a result of any exercise of any such right or (ii) in the bankruptcy of the Cardmember shall be held in trust for us and immediately paid to us.

17.5 Reinstatement in the event of Avoidance of Payments

The Guardian shall on demand indemnify us immediately against our funding or other cost, loss, expense or liability sustained or incurred by us if any payment by the Cardmember and/or the Guardian or any discharge given by us (whether in respect of the obligations of the Cardmember and/or the Guardian or any security for those obligations or otherwise) is avoided or reduced for any reason including as a result of insolvency, breach of fiduciary or statutory duties. In this regard, the liability of the Guardian shall continue as if the payment, discharge, avoidance or reduction had not occurred; and we shall be entitled to recover the value or amount of that security or payment from the Guardian, as if the payment, discharge, avoidance or reduction had not occurred.

17.6 Indemnity

As separate, independent and alternative stipulations, the Guardian unconditionally and irrevocably agrees:

(a) that any part of the outstanding balance which, although expressed to be payable by the Cardmember to us under or in connection with

the use of the Card or this Agreement, is for any reason (whether or not now existing and whether or not now known or becoming known to any party to this agreement) not recoverable from the Guardian on the basis of a guarantee shall nevertheless be recoverable from the Guardian as if he/she were the sole principal debtor and shall be paid by the Guardian to us on demand;

(b) as a primary obligation to indemnify us against any loss suffered by us as a result of any sum expressed to be payable by the Cardmember under or in connection with the use of this Card or this Agreement not being paid by the time, on the date and otherwise in the manner specified in this Agreement or any payment obligation of the Cardmember under this Agreement being or becoming void, voidable or unenforceable for any reason (whether or not now existing and whether or not now known or becoming known to any party to this Agreement), the amount of that loss being the amount expressed to be payable by the Cardmember in respect of the relevant sum; and

(c) to indemnify and keep us fully indemnified against all claims, demands, action, proceedings, losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) incurred, suffered or sustained by us, directly or indirectly, by reason of or in connection with this Agreement, any indebtedness of the cardmember or any amounts due and/or owing from the cardmember to us or in our favour, or the guarantee, including but not limited to:-

(i) breach of any provision of this Agreement or the guarantee; and/or

(ii) the enforcement or protection of our rights and remedies under this Agreement or the guarantee, or in obtaining or seeking to obtain payment of all or any part of the monies agreed to be paid under this Agreement or the guarantee; and/or

(iii) any change in any law, regulation or official directive which may have an effect on this Agreement or the guarantee.

17.7 Conclusive Evidence, Amendments, Use and Disclosure of Information, Communications and Service of Documents

The provisions of clauses 8.3, 9, 11.3, 12 and 14 of this Agreement shall apply to the Guardian, where appropriate and with such modifications as necessary. In addition, we may at any time at our absolute discretion and upon written notice to you, amend any one or more of the terms and conditions in this Agreement. Such amendment(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

17.8 Interpretation

Terms defined in Clause 1 shall have the same meaning when used in connection with the guarantee by the Guardian.

17.9 Governing Law

The guarantee by the Guardian is subject to Singapore law and the Guardian hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore.

18. OTHER VERSIONS OF THIS AGREEMENT / THE CARD APPLICATION FORM

In the event of any inconsistency between different versions of this Agreement, the English version shall prevail. This Agreement will also prevail if there is any inconsistency with the terms of the Card application form.

19. GENERAL INFORMATION

Annual Fees	–	Nil
Minimum Payment (only applicable where the total outstanding balance exceeds S$50)	–	3% of the total outstanding balance or S$50, whichever is higher, plus any overdue amount and excess over credit limit.

Finance Charge for Retail Transaction	–	Finance Charge: 2.25% per month (effective interest rate 27% p.a. subject to compounding if the charges are not repaid in full) on the transaction amount, chargeable on a daily basis from the date of posting until receipt of full payment (Minimum charge: S$2.50)
	–	No finance charges will be levied if payment is received in full by the "Payment Due Date", and there is no balance carried forward from the previous statement.
Cash Advance Fee (not on CIMB ATM in Malaysia)	–	Fee: 5% of the amount withdrawn (minimum charge of S$15).
	–	Finance Charge: 2.25% per month (effective interest rate 27% p.a. subject to compounding on the amount withdrawn), chargeable on a daily basis from the date of withdrawal until receipt of full payment (minimum charge of S$2.50).
Cash Advance Fee (on CIMB ATM in Malaysia)	–	Fee: No Cash Advance fee is chargeable in the meantime.
	–	Finance Charge: 2.25% per month (effective interest rate 27% p.a. subject to compounding on the amount withdrawn), chargeable on a daily basis from the date of withdrawal until receipt of full payment (minimum charge of S$2.50).
Fee Charged for Accounts in Excess of Approved Limit	–	For each occasion that the credit limit is exceeded, S$50 or 5% of the excess amount, whichever is higher.
Late Payment Charge	–	S$50 if (i) full payment of the outstanding balance (where the outstanding balance is S$50 and less) is not received by the payment due date; or (ii) if the Minimum Payment (where the outstanding balance exceeds S$50) specified in the Statement is not received by the payment due date.
Replacement Card	–	S$20 per card.
Unsuccessful Payment Service Charge	–	S$40 for any returned cheque and S$10 for any rejected Interbank Giro payment.
Request for Card Statement	–	S$5 per monthly statement. For retrieval of statements that are more than 3 months old, a fee of S$10 per copy applies.
Request for Sales Draft	–	S$5 per copy.
Transactions in Foreign Currencies	–	A service charge (comprising the currency conversion cost and an administrative fee of 1.5% of the transaction amount) is incurred for foreign currency transactions when you use the Card to purchase goods, services or facilities in foreign currency. Note: Foreign currency transactions will be billed in Singapore Dollars, the Card Account currency. In this regard, transactions other than in US Dollars will be converted into US Dollars first before conversion into Singapore Dollars. Each conversion will be based on such rate as determined by the respective card associations. The conversion rate is applied on the date of posting to the Card account and may be different from the rate in effect on the date of transaction.
Closing of account	–	S$50 if the Cardmember cancels the Card within 12 months from Card Account opening date.

As of 21 May 2012

CIMB Bank Berhad (13491-P)
(Incorporated in Malaysia)

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