

Terms & Conditions Governing E-Statements

1. Upon our enrollment to the E-Statements facility, the Bank will generate on statement date an electronic form of the Statement which shall be deemed the date of delivery of the month statement(s) to us, and we agree to access and view in a timely manner, the electronic form of the Statement(s). No paper form of our monthly Statement(s) will be generated on the next statement date or such other subsequent statement date as may be decided by the Bank in the Bank's absolute discretion.
2. We agree that the Bank shall not be liable if we are unable to gain access to the E-Statements facility. We understand that while the E-Statements facility is available to us once effected, 24 hours a day, some or all of the services thereon may not be available at certain times due to maintenance and/or computer, telecommunication, electrical or network failure or other causes beyond the Bank's control.
3. We agree that the Bank shall use reasonable efforts to ensure that the E-Statements facility is secure and cannot be accessed by unauthorized third parties. However, we acknowledge that the Bank does not warrant the timeliness, security, secrecy or confidentiality of any information transmitted through any applicable internet service provider, network system or such other equivalent system in any jurisdiction via the E-Statements facility and will not hold the Bank responsible for any losses suffered by us as a result thereof.
4. The E-Statements facility uses proprietary software of the Bank's, any affiliate or subsidiary of CIMB Bank Berhad and/or other software suppliers. We agree that the Bank has granted us a non-exclusive license to use this software in connection with the E-Statements facility, which allows us to use such software only for its intended and lawful purposes. We agree that we shall not disassemble, decompile, copy, modify or reverse engineer any such software or allow or assist anyone else to do so whether directly or indirectly.
5. We agree to examine and view online the Statement(s) in a timely and prompt manner. If there is delay or failure in the delivery of the electronic form of the Statement, we agree to contact CIMB At-Your-Service at (65) 6333 7777, for deposits customers, or (65) 6333 6666 for cards only customers.
6. We agree that in the event of any error appearing in the Statement(s), we shall notify the Bank immediately of said error by calling CIMB At-Your-Service at (65) 6333 7777, for deposits customers, or (65) 6333 6666 for cards only customers. If no error is reported to the Bank by the aforesaid means within the time period as stipulated in the Statement or in the terms and conditions governing the relevant Account, we agree that such Statement shall be deemed to be true and correct.
7. We agree that all our online communications will be sent online to the Bank and all such communications shall contain the following information: (a) name and account number; and (b) details of the error (if any). However, we shall not hold the Bank responsible if any of our online communications is not received by the Bank, or is not in a form readily understood by the Bank such that the Bank is unable to act on it.
8. The Bank reserves the right to reject, modify, restrict, suspend or cancel our enrollment in the E-Statements facility without giving any reason. The Bank shall, prior to cancelling our enrollment in the E-Statements facility, give notice of such cancellation through electronic or paper document, sent to us at our email address or mailing address as set out in the Bank's records, notwithstanding that such notice is returned to the Bank as undeliverable. We acknowledge and agree that by using the E-Statements facility after any modification or change has been effected, we are deemed to have agreed to such change or modification.
9. We may request to revert back to the paper form of our Statement(s) and to cancel the use of the E-Statements facility. Such request is subject to the Bank's approval and the Bank reserves the right to reject, modify, restrict, suspend or cancel our request for reverting back to the paper form of our Statement(s) without giving any reason. We agree that the Bank reserves the right to impose fee(s) for reverting back to the paper form of our Statement(s).
10. Upon cancellation of the E-Statements facility, the Bank shall automatically generate the paper form of our Statement and send the same to our mailing address as set out in the Bank's records on the next statement date.

For the avoidance of doubt, if our enrolment in the E-Statements facility is cancelled pursuant to Clause 12 above, the Bank shall use reasonable endeavours to generate and send the paper form of our Statement to our mailing address as set out in the Bank's records only after receipt of our request and the Bank's approval of such request, on the next statement date.

11. The Bank may at any time at its absolute discretion and upon notice to us, change any one or more of these Terms and Conditions. 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. Where we continue to utilize the E-Statements facility after such notification, we shall be deemed to have agreed with and accepted the amendments. If we do not accept such amendments, we shall forthwith discontinue utilizing the E-Statements facility and instruct the Bank accordingly.
12. The Bank may notify us of any changes of these Terms and Conditions by placing prominent notices at the branches of the Bank or by displaying a notification to us via the Bank's website.
13. Notwithstanding anything to the contrary, the Bank shall not be liable for any loss, claim, damage, liability or expense whatsoever or howsoever caused that may arise or be suffered or incurred (whether directly or indirectly) by us in relation to or ancillary to the use by us of the E-Statements facility.
14. We shall indemnify the Bank and at all times keep the Bank fully and completely indemnified against all claims, demands, actions, proceedings, losses and expenses including legal costs as between solicitors and client on a full indemnity basis and all other liabilities of whatsoever nature or description and howsoever arising which may be made, taken, incurred or suffered by the Bank in connection with or in any manner arising out of the E-Statements facility and these Terms and Conditions.
15. A person who is not a party to any agreement governed by these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act, Cap 53B to enforce any provision of these Terms and Conditions.
16. These Terms and Conditions and any agreement governed by these Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore and we irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Singapore.