



DECLARATION BY APPLICANT / AUTHORISED SIGNATORY FOR THE APPLICANT VIA CIMB BUSINESS CALL CENTRE

By contacting the CIMB Business Call Centre to apply for the Static DuitNow QR (“the merchant services”), I confirm that:

1. The Applicant is an existing Biz Current Account customer with CIMB Bank Berhad or CIMB Islamic Bank Berhad. I am authorised to operate the Applicant’s Business Current Account and am authorised to apply for the merchant services and to agree to all related documents and to bind the Applicant to the Terms, as defined section 8 below.
2. All information given by me during the call to the CIMB Business Call Centre shall be true, accurate and complete and CIMB Bank Berhad (“Bank”) is authorised to rely on the details of my / our major shareholders, ultimate beneficial owner, directors, partners, sole proprietor, office bearers and/or authorised persons as provided in relation to the Business Current Account specified by me during my call to the CIMB Business Call Centre. Such Business Current Account specified by me during the call shall hereinafter be referred to as the “**Merchant’s Designated Account**” for purposes of the merchant services. I / We undertake to inform the Bank during my call to the Business Call Centre if there are any changes.
3. I / We will not facilitate funds from proceeds of any unlawful activities to be channelled through my / our account(s) with the Bank and undertake to provide the Bank with all relevant information and documents, as and when requested, for purpose of my / our identification and/or verification of the source of my / our funds under the “Know-Your-Customer” principle.
4. I / We confirm that the Bank is authorised to verify and/or conduct any checks and/or obtain any information and/or confirmation from CCRIS or any credit reference / reporting agencies registered under the Credit Reporting Agencies Act 2010, and for such party(s) to process and disclose my / our information to the Bank to consider this application. I / We am/are aware that such information may include information on my / our status and/or any of my / our directors, shareholders, officers, and/or any other person, individual and/or entity related to and/or associated with me / us. I / We also consent and authorise the Bank to disclose any of my / our credit information to any such credit reporting agencies and for them to further transmit such information to their subscribers for purposes of fraud detection and fraud prevention.
5. I / We hereby agree that during the call to the CIMB Business Call Centre, the information provided by me will be filled into an application form and this completed application form shall belong to and remain the property of the Bank regardless whether this application is approved and the Bank reserves the right to reject my / our application at its sole discretion without any reasons whatsoever. Any documents submitted by me / us to the Bank are non-returnable. I / We agree to provide any additional documents requested by the Bank for the processing of my / our application.
6. I / We authorise the Bank to deduct the merchant discount, fees and charges and other sums of money (if any) due to the Bank arising out of the merchant services (collectively “**Fees and Charges**”) from my / our sales proceeds and/or to debit or cause to be debited such Fees and Charges from the Merchant’s Designated Account without further reference to me / us.
7. I / We hereby undertake to maintain sufficient funds in the Merchant’s Designated Account at all times to pay the Fees and Charges and any other payments that I / we shall make from the Merchant’s Designated Account including cheques that are issued (if any). I / We agree that the Bank will not be held liable for defamation and/or for breach of contract and/or for any losses, damages, expenses, costs or charges which may be claimed arising from the Bank making deductions pursuant to my / our above authorisation and/or pursuant to any remarks placed on the returned cheque(s) by the Bank and/or if the cheque(s) issued was returned due to insufficient funds in the Merchant’s Designated Account.
8. I / We hereby agree that the merchant services if made available shall be subject to:
 - (i) the terms and conditions conveyed during the call to the CIMB Business Call Centre and confirmed subsequently by the Bank via email to the Applicant;
 - (ii) the Approval Notification Letter to be issued and sent by the Bank to the Applicant upon approval of my/our application made via the Business Call Centre;
 - (iii) the Merchant Services Terms and Conditions read together with Appendix H (Applicable to QR Code Transactions) and Appendix I (Applicable to CIMB Deals) which are published on the Bank’s website at www.cimb.com.my/merchantsolutions; and
 - (iv) the Operating Policies and Procedures of PayNet.

(collectively the terms and conditions stated in items (i) to (iv) above shall be referred to as the “**Terms**”).

My / Our use of the Bank’s merchant services signifies my / our unconditional acceptance of the Terms.

9. I / We agree to the routing of all my / our debit card transactions to the lowest cost debit card routing. I / we understand that if I / we decide to opt-out of the lowest cost option and agree to pay more to route all my/our debit card transaction to either the MyDebit network or Visa/Mastercard network, I / we will need to notify the Bank in writing via the Bank's standard form.
10. I / We also fully understand the following key terms which have been specifically pointed out to me / us: -
- (i) The Bank's Approval Notification Letter is a computer-generated letter setting out the Fees and Charges and other commercial terms, and is to be read together with and forms part of the Terms.
 - (ii) If any person disputes the validity of any transaction or if I / we breach any of my / our obligations, the Bank may chargeback transactions and debit or cause to be debited the same from my / our accounts and/or the Bank may refuse to pay me / us the amount of the transaction. The authorisation of any transaction is **not** a guarantee of payment by the Bank.
 - (iii) If I / we fail to provide to the Bank any requested information or documents reasonably required by the Bank within seven (7) business days from the Bank's request, or if the Bank has reasonable grounds to suspect that I / we have breached or intend to breach any of the Terms or suspicious or abnormal settlement transactions are detected or due to regulatory reasons, the Bank may suspend the operation of all or any of the merchant services by service of notice on me / us. If the suspension notice is not revoked by the Bank within seven (7) business days or such other extended period as stated in the suspension notice, the Bank may immediately terminate the merchant services which were suspended by giving me / us notice of the termination.
 - (iv) Either party may terminate any of the merchant services for convenience without cause by giving the other party thirty (30) days' prior written notice.
 - (v) I / We shall notify the Bank immediately of any change in my / our contact details.
 - (vi) If I / we do not agree to the Terms, I / we shall notify the Bank immediately and return all the Bank's materials to the Bank and I / we must not use the Bank's merchant services or submit charges to the Bank for processing. Usage of the Bank's merchant services or submission of charges to the Bank for processing signifies my/our unconditional agreement to the Terms.
 - (vii) The Bank may amend the Terms by giving me / us at least twenty-one (21) days prior notice by posting the notice of amendment on the CIMB Merchant Electronic Online Portal (e-Access) or the Bank's website or by any other means of notification as specified in the Merchant Services Terms and Conditions.
11. I / We hereby authorise the Bank to register me / us for the CIMB Merchant Electronic Online Portal (e-Access) service with the email address specified in this application form.
12. I / We shall not change or close the Merchant's Designated Account without the Bank's prior written consent. If the Merchant's Designated Account is changed or closed by me / us without the Bank's prior written consent or where the Merchant's Designated Account is closed for any reasons whatsoever in accordance with the terms and conditions governing the Merchant's Designated Account, the Bank may terminate the merchant services by giving me / us written notice.
13. **PRIVACY NOTICE ACKNOWLEDGEMENT**
I / We hereby acknowledge that I / we have accessed and/or read the Privacy Notice issued by CIMB Group (which is available at all CIMB branches as well as at the CIMB website at www.cimb.com.my or has otherwise been made available to me / us) and confirm my / our agreement to the same.