



CIMB Bank Berhad [197201001799 (13491-P)]

CIMB PRIME SOLUTIONS TERMS AND CONDITIONS (formerly Prime Banking)

1. EXTENSION OF SERVICES AND PRIVILEGES

- 1.1. CIMB Prime Solutions membership (“Prime”) is by way of invitation by CIMB Bank Berhad (“the Bank”) to customer of the Bank and CIMB Islamic Bank Berhad (“CIMB Islamic”). Invitation is based on qualifying criteria set out under Clause 2.1 or other eligibility criteria to be determined by the Bank by giving twenty-one (21) calendar days’ notice to Customers.

2. QUALIFYING CRITERIA

- 2.1. The Customer shall maintain a minimum aggregated total of RM50,000.00 at all times deposited in any deposit account(s) of the Bank and/or CIMB Islamic and/or invested in any investment product(s) [excluding Amanah Saham Nasional Berhad (ASNB) Variable Priced Fund(s)] of the Bank and/or CIMB Islamic under the Customer’s sole or joint account where the Customer is the primary account holder.
- 2.2. The Bank may decide from time to time to change the ‘Minimum Balance’ requirement of amounts deposited or invested by the Customer as set out in Clause 2.1 and will give prior notice of twenty one (21) calendar days to the Customer. Failure to maintain the ‘Minimum Balance’ requirement in Clause 2.1 may result in termination or suspension of the services and privileges under Prime upon the Bank giving prior notification of fourteen (14) calendar days.

3. TERMINATION OF PRIME SERVICES, BENEFITS AND/OR PRIVILEGES

- 3.1. The Bank reserves the right upon giving fourteen (14) calendar days prior notice to the Customer to terminate, restrict or suspend Prime services, benefits and/or privileges in the event the Customer fails to maintain the Minimum Balance qualifying criteria set out in Clause 2.1.
- 3.2. The termination of Prime services, benefits and/or privileges may also be brought about by the following:
 - a) Customer giving written notice to the Bank to terminate Prime; or
 - b) Customer breaches any of these terms and conditions; or
 - c) upon death or insanity of the Customer or if Customer commits an act of bankruptcy; or

if there are any changes in law or regulation which makes it impossible or unlawful for the Bank to continue to make available the Prime services, benefits and/or privileges.

- 3.3. The Bank reserves the right at any time to terminate, cancel, amend, modify, revise, restrict or suspend the Customer’s use of the Prime benefits, services and/or privileges made available upon by giving prior notice of fourteen (14) calendar days.

- 3.4. The Bank will not be liable for any claim or compensation for any damages or losses suffered by the Customer as a direct or indirect result of the act of termination, cancellation, amendment, modification, revision, restriction or suspension of Prime and/or all or any of the Prime services, benefits and/or privileges unless the same is due to the Bank's wilful default or gross neglect. Further under no circumstances will the Bank be liable for any exemplary or punitive damages, indirect, incidental, consequential and/or secondary loss or damage, including but not limited to any loss of profit or income or savings, expectation loss, reliance loss, pure economic loss or similar loss or damage that the Customer may suffer by reason of any act or omission of the Bank, even if the Bank had been advised of the possibility of such loss or damage in advance.
- 3.5. Upon termination of the Prime services, benefits and/or privileges of the Customer, the Bank shall have the right to impose on the Customer such levies, charges or fees for failure to discontinue usage of the Prime services, benefits and/or privileges.

4. BONUS POINTS

- 4.1. Subject to these Terms and Conditions, the Customer is entitled to earn bonus points ("**Bonus Points**") for the purchase of pre-determined or selected transaction and activities ("**Participating goods, products and/or services**") as determined by the Bank from time to time. Such Participating goods, products and/or services and the Bonus Points to be earned may be viewed at the Bank's website at www.cimb.com.my/prime.
- 4.2. The Bank may upon giving adequate prior notice to the Customer:
 - a) determine, vary, amend, suspend and/or withdraw any of the Participating goods, products and/or services or any part thereof;
 - b) determine, vary, suspend and/or amend the Bonus Points to be awarded in relation to any of the Participating goods, products and/or services purchased by the Customer.
- 4.3. Bonus Points shall only be calculated and awarded if the Customer is the primary account holder/main applicant of the Participating goods, products and/or services purchased under joint names.
- 4.4. Bonus Points shall be rounded down to the whole number. For example, if the Bonus Points to be awarded is between 1.0 to 1.9, only 1 Bonus Point shall be awarded.
- 4.5. Bonus Points shall be awarded on a monthly basis to the Customer, provided always that on the date of the award, the Customer has not breached any of these terms and conditions.
- 4.6. The customer's entitlement to use or enjoy the Bonus Points awarded shall be subject to the Member Rewards Catalogue Terms and Conditions which can be viewed at the Bank's website at <https://rewards.cimbbank.com.my> and on condition that the Bonus Points are valid, have not expired or been forfeited by the Bank.

- 4.7. Unless otherwise specified or agreed by the Bank, Bonus Points awarded by the Bank shall not be transferable to any other party, redeemed or exchanged with the Bank for cash or for any other goods, product or services.
- 4.8. Details of the Bonus Points earned can be viewed by the Customer via CIMB Clicks, the Bank's monthly statement and/or Consolidated Statement.
- 4.9. The Customer is required to review the Bonus Points transactions and notify the Bank of any dispute relating to errors, discrepancy, incorrect computation, incorrect record, incorrect entry or any other disputes whatsoever relating to the Bonus Points within fourteen (14) calendar days from the date of posting of the statement online via CIMB Clicks and/or the date of receipt of the Bank's monthly statement and/or the Bank's monthly Consolidated statement failing which the Customer will be deemed to have conclusively accepted the Bonus Points entries in the statement made available online via CIMB Clicks and/or as contained in the Bank's monthly statement and/or the Bank's monthly Prime Consolidated statement as true and correct and may not be entitled to have any errors or inaccuracies corrected.

5. PRIME SERVICES, BENEFITS AND/OR PRIVILEGES

The Customer's usage of the Prime Services, Benefits and/or Privileges offered shall be deemed as the Customer's agreement to these Terms and Condition. The Customer is able to view the full and exhaustive list of the services, benefits and/or privileges of Prime and the prevailing CIMB Prime Terms and Conditions at the Bank's website at <http://www.cimb.com.my/prime>.

6. CONSOLIDATED STATEMENT

- 6.1. If the Customer has multiple accounts with the same mailing address, all those accounts will be consolidated into one statement ("**Consolidated Statement**").
- 6.2. All sole accounts and joint accounts where Customer is the primary account holder will be consolidated into the Consolidated Statement.
- 6.3. The Consolidated Statement will be sent via post monthly to the Customer's address maintained in the Bank's records. If the Customer does not wish to receive the hard copy Consolidated Statement and wishes to receive the same via email instead, the Customer must inform the Bank by calling CIMB Prime Call Centre at 1300 889 800 or writing in to CIMB Bank Berhad [197201001799 (13491-P)] at P.O. Box 10063, 50704 Kuala Lumpur, Malaysia or by visiting any branch of the Bank.

7. COMMUNICATION OF INSTRUCTIONS

- 7.1. The Customer expressly consents and authorises the Bank to act on the Customer's instructions given via e-mail or telephone and/or post, which the Bank believes emanated from the Customer subject to the Customer:

- a) giving an indemnity to the Bank in such form and contents as shall be determined by the Bank; and
 - b) complying strictly to the terms and conditions of the said indemnity.
- 7.2. The Customer shall take all reasonable precautions to prevent the unauthorised and fraudulent use of the Customer's PIN, password and/or other security mechanism, access codes, features or device related to any accounts maintained with the Bank ("Security Access Codes"). The Customer shall ensure that the Security Access Codes are not revealed or disclosed to any other persons and the Customer shall be fully responsible for the usage of the Security Access Codes.

8. PRIVACY CLAUSE

- 8.1. The Customer hereby confirms that the Customer has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at www.cimb.com.my) and these Terms and Conditions, as may relate to the processing of the Customer's personal information. For the avoidance of doubt, the Customer agrees that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms and Conditions.
- 8.2. In the event the Customer provides personal and financial information relating to third parties, including information relating to the Customer's next-of-kin and dependents ("**the third parties**"), for the purpose of opening or operating the Customer's account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, the Customer hereby (a) confirms that the Customer has obtained the consent from the third parties and is entitled to provide the personal and financial information of the third parties to the Bank and that the Bank may use it in accordance with these Terms and Conditions; (b) agrees to ensure that the personal and financial information of the third parties are accurate; (c) agrees to update the Bank in writing if there is any material change to the personal and financial information of the third parties; and (d) agrees to the Bank's right to terminate these Terms and Conditions herein and/or the Prime Services, Benefits and/or Privileges upon prior notification to the Customer if consent is withdrawn by any of the third parties.
- 8.3. Where the Customer instructs the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or the Bank's agents to enter into any cross-border transaction on the Customer's behalf, the Customer agrees to the above said disclosures on behalf of the Customer and others involved in the said cross-border transaction.
- 8.4. The Bank may any time and from time to time now and/or in the future carry out the necessary reference checks including but not limited to credit reporting/reference checks with registered credit reporting/reference agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution to enable the Bank to

ascertain the Customer's status as may be required to help with making decisions for example when the Bank needs to (a) check details on applications for credit and credit-related or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of the Customer's portfolio(s); (c) recover debts; and/or any purpose related to or in connection with the account/facility under the Terms and Conditions. The Customer will be linked by the credit reporting/reference agencies to any other names the Customer uses or have used and any joint and several applicants. The Bank may also share information about the Customer and how the Customer manages the Customer's account(s)/facility(ies) with relevant credit reporting/reference agencies and for any of these credit reporting/ reference agencies to disclose your credit information to its subscribers for purposes of fraud detection and fraud prevention.

- 8.5. Even after the Customer has provided the Bank with any information, the Customer will have the option to withdraw the consent given earlier, except where such disclosure of the Customer's information is necessary for the provision of Prime services, benefits and/or privileges and/or related services or the performance of the contract with the Customer to comply with contractual requirements or to comply with any legal requirements.
- 8.6. For the purposes of this Clause, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 7 of the Companies Act 2016 and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the words "the Bank" and "the Bank's" are to be read as references to the CIMB Group.
- 8.7. This clause shall be without prejudice to any other clause in the terms and conditions of the customer's relevant deposit account(s) and/or investment account product(s) and/or other agreement of the Customer with the Bank and/or CIMB Islamic which provides for the disclosure of information.

9. IMPORTANT NOTICE

- 9.1. The Bank shall be entitled at any time to modify, vary, add, delete or amend any of these Terms and Conditions including but not limited to add, modify or vary terms and conditions in relation to the Prime services, benefits and/or privileges offered to Customer ("**Amendment**") by giving twenty-one (21) calendar days' prior notice to the Customers.
- 9.2. Notification to Customer in respect of any Amendment may be through any one of the following means of communications:
 - a) announcement at the Bank's website; and/or
 - b) notice at the Bank's branches; and/or
 - c) advertisement in one newspaper of the Bank's choice; and/or
 - d) notice to the Customer's last known address; and/or
 - e) electronic mail to the Customer's email address or by any other mode of instantaneous communication which the Bank may select, for example: short message service ("SMS"), Whatsapp and voice mail.

The Amendment shall be considered as binding on the Customers from such date as may be specified by the Bank in the notification. Customers agree to access the Bank's website at <http://www.cimb.com.my/prime> at regular intervals to view the CIMB Prime Terms and Conditions and to ensure that they are kept up-to date with any variation to these Terms and Conditions.

- 9.3. The Customer acknowledges that the Prime services, benefits and/or privileges is personal and non-transferable.
- 9.4. All statements of account, notices or any other communication sent by post to the Customer at the Customer's last known address stated in the Bank's records shall be deemed to have been duly received by the Customer within seven (7) days of posting.
- 9.5. The Customer shall promptly notify the Bank within fourteen (14) days from the date of receipt by the Customer of the statements of account from the Bank of any omission, incorrect entries, debits wrongly made, error, discrepancies or inaccuracies of any kind whatsoever in the statements of account failing which, the Customer shall be deemed to have conclusively accepted the entries and the up to date of the last entry in the statements of account as true and correct and may not be entitled to have any errors, discrepancies or inaccuracies corrected.
- 9.6. Time shall be of the essence but the Bank's failure in exercising or delay in exercising or enforcing its rights or remedies against the Customer shall not operate as a waiver nor shall any partial exercise of any rights or remedies prejudice or affect the Bank's rights to subsequently act strictly in accordance with its rights or remedies.
- 9.7. The Bank shall not be responsible for any loss, damage, injury, inconvenience or embarrassment suffered by the Customer by reason of delay in performance or non-performance of the Bank's obligation due to any cause beyond the Bank's reasonable control, including but not limited to computer, electronic, electrical, system failure, malfunction, interruption or break down for any length of time.
- 9.8. The illegality, invalidity or unenforceability of any of these Terms and Conditions shall not affect the legality, validity or enforceability of any other Terms and Conditions.
- 9.9. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia and other relevant regulatory bodies. The Customer submits to the exclusive jurisdiction of the Courts of Malaysia.
- 9.10. The Bank's rights and entitlement under these Terms and Conditions shall continue to remain in force and effect and shall survive any termination or suspension of the Prime services, benefits and/or privileges by the Bank.
- 9.11. These Terms and Conditions shall continue to be valid and binding notwithstanding any transfer or assignment of business, operations, assets or liabilities of the Bank or any

changes in the Bank or any company to which the business of the Bank may for the time being is carried on.

- 9.12. These Terms and Conditions shall be in addition to and not in derogation of any specific arrangement with regard to the usage of the Prime services, benefits and/or privileges now or hereafter subsisting between the Bank and the Customer or any terms and conditions as may be specified in any letter or notice given by the Bank to the Customer from time to time.
- 9.13. These Terms and Conditions shall continue to be valid and binding notwithstanding the Customer's death and shall be binding on the heirs, personal representatives and successors-in-title of the Bank and the Customer respectively. The rights and obligations of the Customer under Prime and/or these Terms and Conditions cannot be assigned for any reasons whatsoever.
- 9.14. These Terms and Conditions shall supersede all previous terms and conditions, agreements or arrangements, if any, made between the Bank and the Customer, either in writing or verbal in respect of Prime and/or the Prime services, benefits and/or privileges.
- 9.15. These Terms and Conditions are in addition and subject to the agreement and/or terms and conditions governing the operation, services, benefits and privileges in relation to and/or arising under the relevant deposit and/or investment account(s) of the Customer maintained with the Bank.
- 9.16. Where the context so admits, word importing the singular number shall include the plural number and vice-versa, words importing the masculine gender shall include the feminine and neuter genders and vice-versa.
- 9.17. For feedback and/or complaints related to Prime, the Customer may contact the Bank's Customer Resolution Unit at the following address, telephone and email (or such other address, telephone and email which the Bank may change by notification to the Customer):

Customer Resolution Unit
P.O. Box 10338, GPO Kuala Lumpur
50710 Wilayah Persekutuan
Tel: +603 6204 7788
E-mail address: cru@cimb.com