

# CIMB Preferred Terms and Conditions

## Governing the use of CIMB Preferred Services

### 1. EXTENSION OF SERVICES

- 1.1 Membership is by way of invitation by the Bank to individuals and/or any entity based on the minimum balance or by any other criteria determined at the discretion of the Bank.
- 1.2 The acceptance and continuance of CIMB Preferred membership will be entirely at the discretion of the Bank.

### 2. MINIMUM BALANCE

- 2.1 Unless decided otherwise by the Bank, the Customer shall maintain at all times a 'Minimum Balance' defined as:
  - (a) A minimum aggregated deposit of SGD 250,000.00 maintained under any one or more of the Customer's Savings, Current and Fixed Deposits and Asset Accounts with the Bank including account(s) held jointly in the name of the Customer and others deemed acceptable to the Bank, OR
  - (b) Investment of SGD 250,000.00 or such other amount as the Bank may determine from time to time deposited in any investment account of the Bank or made with the Bank.
- 2.2 The Bank reserves the right to impose any other fees, charges or levies on any of the services offered without prior notice to the Customer. Fees, charges and levies paid by the Customer or deducted from the Customer's account are not refundable.
- 2.3 The Customer hereby authorises the Bank to debit any of the Customer's account(s) designated for the payment of such fees, charges or levies from time to time and if no account has been designated for this purpose or if the account designated has insufficient funds, the Bank is hereby authorised by the Customer to debit any other account of the customer for the aforesaid purpose without notice or concurrence of the Customer.

### 3. COMMUNICATION OF INSTRUCTIONS

- 3.1 The Customer expressly consents and irrevocably authorises the Bank to act on the instructions of the Customer given by telephone, post and/or facsimile, which the Bank in its sole and absolute discretion believes emanate 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 with the terms and conditions of the said indemnity.
- 3.2 The Customer shall take all reasonable precautions to prevent the unauthorised and fraudulent use of his PIN, password and/or other security mechanism, access codes, features or devices related to any of his accounts maintained with the Bank (hereafter referred to as 'security access codes'). The Customer shall ensure that the security access codes are not revealed or disclosed to any other persons.

### 4. TERMINATION OF CIMB PREFERRED (CP) SERVICES

- 4.1 Failure to maintain the Minimum Balance specified in point 2 may lead to termination of usage of the CP services by the Customer at the Bank's sole discretion without any prior notice to the Customer.
- 4.2 Termination of usage of the CP services may also be brought about by the following:
  - (a) By the Customer giving written notice to the Bank to terminate the same; or
  - (b) Upon death or insanity of the Customer or if the Customer commits an act of bankruptcy; or
  - (c) If there is any change in law or regulation which makes it impossible or unlawful for the Bank to continue to make available the CP services.
- 4.3 The Bank reserves the right at its sole and absolute discretion at any time and from time to time to terminate, amend, modify, revise, restrict or suspend all or any of the CP services made available or to be made available to the Customer without having to give any notice or assign any reason therefore. Without prejudice to the right of the Bank in Clause 4.1, the Bank may (but not under a legal obligation to do so) at any time with or without notice terminate, restrict or suspend the CP services if the Customer fails to maintain the Minimum Balance unless the Bank waives the requirement for the Customer to maintain a Minimum Balance.
- 4.4 Notwithstanding the above, the Bank reserves the right to suspend or terminate any or all of the CP services at any time without notice to the Customer and without assigning any reason therefore or incurring any liability to the Customer.
- 4.5 Immediately upon termination of the CP services whether by the Customer or the Bank, the Recognition Card and Cheque Book relating to and connected to provision of the CP services shall be returned by the Customer to the Bank.
- 4.6 Upon the termination of the CP services whether by the Customer or by the Bank and without prejudice and not in derogation to any rights or entitlements of the Bank provided in any letters of offer, loan agreements or terms and conditions governing any accounts of the Customer maintained with the Bank, any debit balance in the

Customer's account(s) shall become immediately due and payable.

- 4.7 Upon the termination of the CP services, the Customer shall cease to use the same and hereby agreed that the Bank shall have the right to charge the Customer such levies or fees determined by the Bank at its sole discretion in respect of any CP services continued to be used by the Customer notwithstanding the said termination.
- 4.8 The bank shall not in any circumstances be held liable for any damages suffered or loss incurred by the Customer in respect of any statement, representation, communication made in relation to or arising from the termination, amendment, modification, revision, restriction or suspension of all or any of the CP services made available by the Bank to the Customer.

## **5. CIMB PREFERRED CALL CENTRE, PHONE BANKING & FAX INDEMNITY SERVICE**

- 5.1 To ensure that the Bank carries out instructions accurately, all telephone calls between the Bank and the Customer are recorded. The Bank may also monitor calls with the objective of improving its service.
- 5.2 The Customer consents to the Bank recording or memorialising telephone and oral conversations with the Customer by audio recording devices, in writing or electronically to provide evidence of instructions and other verbal communications, and the Customer agrees that any such notes and records of the Bank will constitute conclusive evidence as against the Customer of the fact and content of the instructions and verbal communications, and the Customer consents to the production of such written, audio or electronic recordings (and transcripts of such recordings) as evidence in any legal or other proceedings. Subject to applicable Laws, the Bank may dispose of any such written or other records and erase such tapes after the expiration of such period as the Bank may determine.
- 5.3 The Customer shall not hold the Bank responsible for any loss or damage which the Customer may incur directly or indirectly arising out of or in connection with any service due to any reason whatsoever including but not limited to breakdown or malfunction of the computer, its terminal connection lines, data processing system or transmission line or any other equipment whether or not belonging to the Bank, attempted or actual acts of terrorism, outbreak of epidemics, an act of God or any circumstances beyond the Bank's control.
- 5.4 Upon request by the Customer, the Bank is hereby authorised at its sole discretion to release information relating to the Customer's account, exchange rates or interest rates (which are subject to alteration without notice) via telephone, telex or facsimile. Such information/rates if given via telephone, shall not be binding on the Bank unless subsequently confirmed in writing by the Bank.
- 5.5 The Bank is authorised to rely and act on the instructions received by the Bank from the Customer via telephone, mobile phone (including SMS or MMS sent from the mobile phone advised by the Customer in the Bank's records), telex, facsimile or other means of telecommunication ("collectively, telecommunication instructions") and the Customer agrees that the Bank is authorised to treat any telecommunication instructions which the Bank in its sole discretion believes emanated from the Customer (after taking reasonable steps to verify the identity of the person giving or the source of, the telecommunication instructions) as fully authorised by the Customer and to rely and act on it accordingly, and the Bank shall not be liable to the Customer for any loss or damage arising in the event such telecommunication instructions in fact emanated from unauthorised individuals.
- 5.6 Notwithstanding anything herein, the Bank is not obligated to accept and act upon telecommunication instructions to
- (a) change in account mandate
  - (b) change of authorised signatories
  - (c) grant of Power of Attorney to another person/entity
  - (d) closure of account(s) and transfer of the remaining balance.

## **6. SECURITY DETAILS**

- 6.1 At the Bank's discretion, the Bank may introduce further security measures to ensure, as far as possible that the telecommunication instructions have been authorised by the Customer.

## **7. JOINT ACCOUNTS AND THIRD PARTY**

- 7.1 The joint account holders of any accounts within CIMB Bank are not authorised to perform any transactions/inquiries through CP phone banking. However, the Bank may allow joint account holders to execute any transactions/inquiries with prior approval from the primary account holder. Written approval must be made to the Bank to that effect.

If more than one person is a party to a joint account, the Bank may accept instructions in relation to the account on the instructions of that party subject to the specific instructions (and/or signing condition) for the operation of the account. However, where there are no such specific instructions, any party to the joint account may operate the account. The Bank may, in its sole discretion, insist that it will act only on the instructions of all the account holders to operate the accounts.

## **8. IMPORTANT NOTICE**

- 8.1 The Bank may at its sole and absolute discretion at any time and from time to time vary, add to or amend the Terms and Conditions herein.
- 8.2 Notification to the Customer in respect of any such variation, addition or amendment ('the Amendment') shall be

effected at the Bank's absolute discretion through any one of the following means of communication, namely, by ordinary mail to the Customer's last known address or by posting a notice regarding the Amendment at each of the Bank's branches or by effecting an advertisement regarding the Amendment in one newspaper of the Bank's choice, or by any other means of notification which the Bank may select and the Amendment shall be deemed as binding on the Customer as from the date of notification of the Amendment or from such other date as may be specified by the Bank in the notification.

- 8.3 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 three (3) days of posting.
- 8.4 The Customer shall promptly notify the Bank in writing within 14 days from the date the Customer receives or is deemed to have received the statements of account from the Bank of any omission, incorrect entries, debits wrongly made, error, discrepancy or inaccuracy of any kind whatsoever in the statements of account. Failing which, the Customer shall be deemed to have accepted the entries contained therein made up to date of the last entry in the statements of account as correct, final, conclusive and binding on the Customer of his legal representative and successor. The Customer shall be precluded from making any claims against the Bank by alleging that the statements of account issued by the Bank contained omission, incorrect entries, debits wrongly made, error, discrepancy or inaccuracy.
- 8.5 Time shall be the essence herein but the Bank's failure in exercising or delay in exercising or enforcing its rights, powers, privileges or remedies against the Customer shall not operate as a waiver thereof nor shall any partial exercise of any rights, powers, privileges or remedies prejudice or affect the Bank's rights to subsequently act strictly in accordance therewith.
- 8.6 The illegality, invalidity or unenforceability of any Terms and Conditions shall not affect the legality, validity or enforceability of any other Terms and Conditions herein.
- 8.7 The Terms and Conditions herein shall be subject to, governed by and construed in accordance with the laws of Singapore and the rules, regulations and guidelines of Monetary Authority of Singapore, Bank Negara Malaysia and other relevant bodies, in force from time to time. The Customer submits to the exclusive jurisdiction of the Courts of Singapore.
- 8.8 The Customer expressly consents and authorises the Bank and/or its officers to make use of, disclose or reveal any information relating to the Customer's affairs and/or banking account(s) with the Bank to any person in such manner and to such extent as the Bank shall from time to time consider necessary, including but not limited to any financial institution and/or any other party for the processing of any CP services, any authority or body established by Monetary Authority of Singapore, Bank Negara Malaysia, or any other establishment or authority having jurisdiction over the Bank and/or any party who are privy to a claim or dispute arising from the use of the CP Services.
- 8.9 The Terms and Conditions herein shall continue to be valid and binding notwithstanding any transfer or assignment of business, operations, assets or liabilities of the Bank or any change in the Bank or any company by which the business of the Bank may for the time being is carried on and/or the Customer's death.
- 8.10 The Terms and Conditions herein stated shall be in addition to and not in derogation of any specific arrangement with regards to the use of the CP services 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.
- 8.11 This Terms and Conditions shall be binding upon the heirs, personal representatives and successors-in-title of the Bank and the Customer respectively and the rights and obligations of the Customer herein cannot be assigned for any reasons whatsoever.
- 8.12 All previous terms and conditions, rules and regulations, agreements or arrangements if any, made between the Bank and the Customer, either in writing or verbal in respect of the CP services are hereby cancelled and superseded by this Terms and Conditions.
- 8.13 This Terms and Conditions are in addition and subject to the agreement and/or rules and regulations governing the operation, services, benefits and privileges in relation to and/or arising under the account(s) of the Customer maintained with the Bank. In the event of any discrepancy or inconsistency between the provisions contained in the agreement and/or rules and regulations governing the account(s) as aforesaid and the Terms and Conditions herein, the provision with the interpretation which is most favourable to the Bank shall prevail and apply.
- 8.14 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.
- 8.15 In the event there is a conflict between the English version and any other language version, the English version of the Terms and Conditions shall prevail.
- 8.16 The Bank reserves the right at its absolute discretion to review, suspend and terminate the provision of the CP services or any part(s) of the CP services to the Customer at any time without giving any prior notice to the Customer and without assigning any reasons whatsoever to the Customer. It is hereby agreed that the Customer shall not hold the Bank responsible or liable in relation to any the review, suspension or termination of the CP services effected by the Bank.
- 8.17 A person who is not a party to any agreement governed by these Terms and Conditions shall have no recourse to the Contracts (Rights of Third Parties) Act (Cap 53B) of Singapore (as may be amended and substituted from time to

time) to enforce or enjoy the benefits of any terms in these Terms and Conditions. Notwithstanding any term in these Terms and Conditions, the consent of any third party is not required to vary (including to release or compromise any liability) or terminate any of these Terms and Conditions.

## **9. RECOGNITION CARD**

- 9.1 The Recognition Card is provided for the Customer to operate the Preferred account for Customer's sole use. Failure to maintain the Minimum Balance specified above may lead to cancellation of the Recognition Card.
- 9.2 The Customer must exercise all due care and attention to prevent loss of this Recognition Card used for operating Preferred Account, all of which should be kept in a place of safety. Notice in writing should be given to the Bank at once if the Recognition Card is lost, mislaid or stolen.
- 9.3 In the event of the Recognition Card used for operating an Account being lost, mislaid, stolen or spoiled, the Customer shall pay the Bank a report loss charge and the Bank may, on receiving a satisfactory explanation and indemnity and payment of a replacement fee prescribed by the Bank for the time being, issue a new Recognition Card, as the case may be.