

TERMS AND CONDITIONS OF ACCESS AND USE OF CORPORATE CARDS ONLINE PORTAL

Important Notice

Please read and understand the Terms which govern your access of the Corporate Cards Online Portal and the use and performance of functions therein. By accessing the Corporate Cards Online Portal and or using and performing functions therein, the Corporation, Signatory and Authorised Users agree to be bound by the Terms.

Please immediately discontinue access and or use of the Corporate Cards Online Portal if at any time you do not accept and or all of the Terms.

1. Definitions and Interpretation

1.1. Definitions:

“**Authorised Users**” means the person(s) authorised by the Corporation to access the Corporate Cards Online Portal.

“**Bank**” means CIMB Bank Berhad.

“**Business Day**” means a day (other than Saturday or Sunday) on which banks are open for business in Malaysia.

“**Card Transaction**” means any payment transaction effected or to be effected through the use of corporate charge cards issued to authorised nominee(s) of the Corporation pursuant to the Bank’s Corporate Card Solutions product.

“**Charges**” means all fees, commission, charges, costs and expenses required to be paid under the Terms by the Corporation to the Bank from time to time.

“**Corporation**” means a corporation or business entity whose application for access of the Corporate Cards Online Portal has been approved by the Bank which expression shall include the Authorised Users.

“**Instructions**” means any requests, authorisations, instructions, confirmations or communications in whatever form or manner given or transmitted to the Bank via the Corporate Cards Online Portal or otherwise.

“**Loss**” means all or any direct or indirect loss or damage (financial or otherwise) of whatever nature, type and extent (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss opportunity).

“**Corporate Cards Online Portal**” means the secured website specified by the Bank where the Corporation through its Authorised User accesses the services provided by the Bank from time to time through electronic means approved by the Bank.

“Property Rights” means any graphics, text, scripts, music, sound, photographs, images, art, video and other multimedia work or any combination thereof which is available on the Corporate Cards Online Portal and are at all times protected by copyright, trademarks, service marks, patents and any other applicable intellectual property or proprietary rights.

“Security Codes” means the user password, User ID and/or such other security codes or devices in relation to the access of the Corporate Cards Online Portal.

“Signatory” means a person authorised by the Corporation (whether alone or jointly with any other person) to give any Instructions and/or sign any document or agreement in respect of the Corporate Cards Online Portal.

“Terms” means the terms and conditions of access of the Corporate Cards Online Portal including any amendments, variations or modifications from time to time imposed by the Bank.

“User ID” means the unique identification code(s) assigned by the Bank for the respective Authorised Users of the Corporate Cards Online Portal.

1.2. **Interpretation**

In the interpretation of these Terms:

- (a) Words importing the singular shall include the plural and vice versa and words importing any gender shall include every gender.
- (b) The subtitle headings and the division of provisions into sections and clauses in these Terms are for ease of reference only and shall not be considered in the interpretation of the substantive provisions of these Terms.
- (c) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
- (d) Any reference to a party in these Terms shall include a reference to his successors in title and permitted assigns.

2. **Access**

- 2.1 The Corporation shall solely be responsible to ensure that only the Authorised Users access the Corporate Cards Online Portal and comply with the Terms.

3. **Property Rights**

- 3.1 The Corporation hereby agrees that all the Property Rights in respect of the Corporate Cards Online Portal shall at all times be owned exclusively by the Bank or the relevant third party vendors, advertisers, affiliates or any other third persons, where applicable.

- 3.2 The Corporation agrees that it shall not reproduce, copy, transmit, publish, perform, broadcast, adapt, store, distribute, disseminate, communicate, display, license, modify, edit, censor, alter, hyper link or use in whole or in part in any manner the Property Rights without the Bank's prior express written consent or that of the relevant third party vendors, advertisers, affiliates or other third persons, where applicable, to the same. Further thereto, the Corporation shall not insert a hyperlink on the Corporate Cards Online Portal.

4. Hyperlinks to Third Parties

- 4.1 The Corporation agrees that the Corporate Cards Online Portal may contain hyperlinks to third parties' websites, which are not under the Bank's control. These hyperlinks are provided for the Corporation's reference only and do not represent in any way the Bank's endorsement, recommendation or sanction of the same. Accordingly, the Bank shall not be responsible or liable for the Corporation's access of the same or any information or materials available therein. The Bank shall also not be responsible for any form of transmission or communication between the Corporation and the said third parties or the Corporation's participation or use of their information, materials, services or promotions. For this purpose, the Corporation agrees to be solely responsible for the same or any portion thereof. Accordingly, the Corporation is therefore advised to obtain independent professional advice at all times.

5. Disclaimer

- 5.1 All information provided on the Corporate Cards Online Portal are provided on a "best efforts", "as is" and "as available" basis. The Corporation should obtain independent verification of the information contained therein before making any decision based on any such information.
- 5.2 The Bank does not give any kind of warranty, whether express, implied or statutory, including but not limited to warranties of fitness for a particular purpose, non-infringement or freedom from viruses. The Bank also does not warrant that the Corporate Cards Online Portal will meet the Corporation's requirements, be uninterrupted, timely or secure. The Corporation agrees that the Corporation's access shall be at all times at the Corporation's sole risk.
- 5.3 The Bank shall not, at any time whatsoever, be liable to the Corporation or any other person for any loss or damage arising from any interruption or unavailability of the Corporate Cards Online Portal or the access of the Corporate Cards Online Portal for whatever reason (including negligence and gross negligence of the Bank) other than due to the Bank's own willful default.
- 5.4 While the Bank shall make reasonable efforts to ensure that the information is accurate and current, there may be instances where inaccurate or incomplete information, pricing or rate is inadvertently displayed. In the event such information, pricing or rate is incorrect or incomplete, the Bank shall have the right at their sole and absolute discretion, to refuse avoid nullify and/or cancel any orders placed,

services or any transaction effected under Corporate Cards Online Portal and any other transactions effected due to, arising from or as a consequence of the inaccurate or incomplete information. The Bank assumes no responsibility for any error or omission in the content of the said website, and expressly disclaims liability for any losses incurred due to such errors, inaccuracy misstatements or omissions.

6. Instructions

- 6.1 The Bank may treat and accept any or all Instructions received by the Bank as Instructions properly authorised by the Corporation. The Bank shall not be liable for any unauthorised or fraudulent Instructions received by the Bank. The Bank shall be under no obligation to check the authenticity of the Instructions or the authority of the person or persons giving them.
- 6.2 Where the Bank has reason to believe that an Instruction purporting to come from the Corporation has not been properly authorised by the Corporation or that a breach of security has occurred in relation to the Corporation's access of the Corporate Cards Online Portal, the Bank reserves the right not to act, or to delay acting on the Instructions without being liable to the Corporation for any Loss for so doing.
- 6.3 The Corporation is responsible for the accuracy, correctness, authenticity and completeness of the Instructions. The Bank is not liable for any Loss or delay resulting from any breach, non-compliance or non-observance of the foregoing.
- 6.4 Any Instructions given will be dealt with in the normal course of business. If Instructions are given at a time after the deadline set by the Bank for transactions for any particular day, the said Instructions may not be carried out until the next Business Day.

7. Cancellation or Change of Instructions

- 7.1 The Bank shall not be obliged to cancel or change any Instructions after the same have been transmitted to the Bank. The Bank shall use all reasonable efforts to act on such cancellation or change prior to the Bank's execution of such Instructions, but the Bank shall have no liability whatsoever if such cancellation, or change is not effected in time or could not be made. In the event that the Bank attempts to cancel or change any Instructions at the Corporation's request, the Corporation shall be liable to pay any and all costs and expenses which may be incurred by the Bank. For the avoidance of doubt, the Bank shall not be taken to have received or to have notice of any cancellation or change until the Bank actually receives the notice of cancellation or change.

8. Exclusion of Liability

- 8.1 The Bank shall not be liable for any Loss incurred or suffered by the Corporation or any third party by reason or arising from:-

- (a) the Corporation's inability to perform any of the transactions due to limits set by the Bank from time to time;
- (b) any error, alteration, destruction of the Instructions, data or information to or from the Bank through the Corporate Cards Online Portal;
- (c) any intrusion or attack by any person or party on any hardware, software or system used in relation to the Corporate Cards Online Portal, including but not limited to viruses, Trojan Horses, worms and/or macros or other harmful components or disabling devices that may suspend, disrupt or disable the Corporate Cards Online Portal or any part thereof; or
- (d) any restriction or prohibition on the access of the Corporate Cards Online Portal by any laws or regulations of any country from where the Corporation access the Corporate Cards Online Portal;
- (e) any default caused by internet browser providers or by internet service providers or their agents or sub-contractors;
- (f) any breakdown or malfunction of any equipment, system or software used in connection with the Corporate Cards Online Portal, whether belonging to the Bank or otherwise, including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, telecommunications or other communications network or system;
- (g) any use, misuse, purported use or misuse, loss, the theft or unauthorised use of any of the Security Codes and/or the purported use or misuse of the Corporate Cards Online Portal;
- (h) the Corporation's failure to comply with the latest instructions, procedures and directions for access of the Corporate Cards Online Portal;
- (i) the corruption or loss of any data or instruction or in the course of transmission thereof;
- (j) any fraud, criminal act, offence or violation of any law or regulation has been or will be committed; or
- (k) any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access in connection with the Corporation's accessing the Corporate Cards Online Portal even if the Bank had been advised as to the possibility.

9. General Indemnity

- 9.1 In addition and without prejudice to any of the other rights or remedies of the Bank, the Corporation undertakes to indemnify and hold the Bank harmless from and against any and all Loss suffered or incurred by the Bank, as a result of any of the following:-
- (a) any failure by the Corporation to comply with the Terms; and/or
 - (b) the Bank acting in accordance with any Instructions or in any manner permitted under the Terms.
- 9.2 The Corporation hereby agrees and acknowledges that the Corporation's undertaking to indemnify the Bank shall survive any termination hereof.

10. Notices

- 10.1 Unless otherwise specified, all notices and communications by the Bank in relation to the Corporate Cards Online Portal may be given in any one of the following ways:
- (a) by ordinary post to the Corporation's last address in our records and deemed received two (2) days after posting;
 - (b) by facsimile, email or other forms of instantaneous communication to the Corporation's and/or the Authorised User's last known contact number or email address in the Bank's records and deemed received twenty four (24) hours after sending;
 - (c) by display at the Bank's premises, including our branches and deemed effective upon the display being made; and/or
 - (d) by display on the screen upon the Corporation or its Authorised User's access to the Corporate Cards Online Portal and deemed effective upon the display being made.
- 10.2 Unless otherwise specified, all notices and communications to the Bank shall be in writing and signed by the Corporation and sent to the Bank's address as may be notified to the Corporation from time to time and all notices from the Corporation shall take effect only upon the Bank receiving the same.

11. Disclosure and Confidentiality

- 11.1 The Corporation agrees that the Bank may without further consent from the Corporation disclose any information in respect of the Corporation, the Instructions and the Corporation's use and access to the Corporate Cards Online Portal:-

- (a) to any of the Bank's related corporations, branches, affiliates, business partners and/or any of other persons where the Bank deems disclosure is necessary to give effect, and to complete, verify or restrict a transaction or Instruction;
 - (b) to Bank Negara Malaysia or other regulatory authorities in or outside Malaysia including court orders and requests;
 - (c) to protect and/or defend the Bank's rights and property; or
 - (d) to protect the interests of the public including but not limited to the detection of crimes and the apprehension of criminals; or
 - (e) where disclosure is required or permitted by law.
- 11.2 Due to the nature of access via internet, the Corporation agrees and acknowledges that the Bank does not guarantee or ensure and does not make any representations or warranties in respect of the confidentiality of the information and the Corporation hereby agrees to accept the risk associated with the use of the internet medium including but not limited to the risk that all information transmitted through the Corporate Cards Online Portal may be accessed by unauthorised third parties and accordingly, the Corporation agrees not to hold the Bank responsible or liable for any such unauthorised access.

12. Software and Hardware Upgrade

- 12.1 If new or enhanced versions of any of the Security Codes necessary for the operation of the Corporate Cards Online Portal are available or developed, the Bank reserves the right not to continue with the use of the previous Security Codes. In the event that the Corporation fails to upgrade or use the enhanced version of the Security Codes as required by the Bank, the Bank may, in its sole and absolute discretion, reject the Corporation's Instructions and forthwith terminate the Corporation's access to the Corporate Cards Online Portal without being liable to the Corporation.
- 12.2 The Bank hereby reserves the right to change the type or versions or specifications of any of the Security Codes, hardware or equipment that the Corporation may require to access the Corporate Cards Online Portal and in the event that the Corporation is not able to meet such requirements, the Bank may reject the Corporation's Instructions and forthwith terminate the Corporation's access to the Corporate Cards Online Portal without being liable to the Corporation.

13. Force Majeure

- 13.1 In the event that the Bank is unable to observe or perform the Terms, whether in whole or in part, by reason of causes beyond its control including (but not limited to) equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of God, acts of terrorism, war (declared or undeclared), accidents, epidemics, strikes, floods, sanctions, lockouts, power blackouts or failure, labour disputes, acts,

demands or requirements of the Malaysian Government or as a result of any international or supranational sanctions, or by any other causes which it cannot reasonably be expected to avoid, the performance of the Bank's obligations under the Terms as they are affected by such causes shall be excused for the duration of the abovementioned disabling events. Further, the Bank shall not be liable for any Loss or delay or inconvenience whatsoever and howsoever caused or arising from or in connection with any of the abovementioned disabling events.

14. Evidence

- 14.1 The Corporation agrees not to dispute the validity, accuracy or authenticity of any evidence of the Instructions and communications transmitted electronically between the parties, including such evidence in the form of the Bank's computer records or transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of information storage.
- 14.2 Except in the event of manifest error or fraud, the Corporation agrees to refer to and to treat all such records or transaction logs, magnetic tapes, cartridges, computer printouts, copies or other form of information storage as conclusive evidence of all of the Instructions and other communications received or sent by the Bank. The Corporation further agrees that all such records shall be binding upon the Corporation and that the Corporation will not be entitled to dispute the validity or authenticity of the same.
- 14.3 All such Instructions and communications that meet the operating standards and requirements of the Bank shall be deemed to be as good as, and given the same effect as, written and/or signed documentary communications.

15. Security Codes

- 15.1 The Bank hereby reserves the right to issue any combination of letters and/or numerals for any of the Security Codes as the Bank thinks fit. The Security Codes once issued shall not be subject to any change by the Corporation unless agreed to by the Bank.
- 15.2 The Corporation shall solely be responsible for keeping the confidentiality of all the Security Codes which have been issued to the Corporation in order to enable the Corporation to access the Corporate Cards Online Portal and the Corporation shall be solely responsible for all Instructions effected (whether authorised or otherwise) through the use of such Security Codes.
- 15.3 The Corporation shall ensure that the Signatory and the Authorised Users take all precautions necessary to safeguard the Security Codes and to prevent the loss, theft or unauthorised use of the Security Codes and not to disclose the same to third parties. The Corporation shall not disclose the aforesaid to any unauthorised person(s) or the staff of the Bank and shall keep it confidential at all times. The Corporation shall change the relevant Security Codes regularly and in particular, if the same has been disclosed to or discovered by any party. The Corporation shall ensure that the

Signatory and the Authorised Users memorize the Security Codes promptly upon receipt and thereafter destroy the document(s) containing the Security Codes. The Corporation shall inform the Bank immediately if there is any suspicion that any unauthorised person(s) has knowledge of the Security Codes, so as to prevent the fraudulent or unauthorised use of the Corporation's accounts and/or the Corporate Cards Online Portal.

- 15.4 The Bank shall be entitled at its sole and absolute discretion, to de-activate or revoke the Security Codes or deactivate the Corporate Cards Online Portal in relation to the Corporation, the Authorised Users and/or any Signatory at any time without assigning any reason and/or without prior notice to the Corporation. The Bank shall also be entitled to de-activate or revoke the Corporation's access of the Corporate Cards Online Portal if the Corporate Cards Online Portal cannot be lawfully accessed after a number of attempts have been made using the Security Codes.
- 15.5 The Corporation will continue to be liable for any and all unauthorised Instructions and shall not dispute them until the Bank has taken the necessary steps, in accordance with its prevailing practice to prevent any Instructions from being effected through the use of such Security Codes.
- 15.6 The Corporation shall be solely responsible for the maintenance and operation of the Security Codes as all other equipment or other software necessary for accessing the Corporate Cards Online Portal. The Bank makes no warranties, whether express or implied, that any or all of the Security Codes is suitable for the Corporation's computer system and/or software or is fit for any other purpose whatsoever or is free of errors.
- 15.7 The Bank may recall any of the Security Codes at any time and may (but shall not be obliged to) re-issue new Security Codes without assigning any reason and without any liability on the Bank for any loss whatsoever.
- 15.8 The Bank may send any of the Security Codes via ordinary post or such other means as the Bank may, in its sole and absolute discretion deem fit. For the avoidance of doubt, the Corporation shall not hold the Bank responsible or liable in the event that the Security Codes fails to reach the Corporation, the Authorised Users and/or the Signatory after despatch or if the same is lost, delayed or stolen whilst in transit.
- 15.9 The Bank reserves the right to impose a fee for any issuance and/or replacement of the Security Codes.
- 15.10 The Corporation hereby agrees to indemnify the Bank in full from and against any claims, demands, actions and proceedings which may be made against the Bank and any damage, liability, loss and expense including legal cost on a full indemnity basis which the Bank may incur or suffer directly or indirectly arising from or in connection with the use of the Security Codes with or without the Corporation's authority or as a result of negligence, misconduct or breach by the Corporation, the Authorised Users and/or the Signatory.
- 15.11 The Bank may issue to any Signatory one (1) or more Security Codes for the purposes of enabling the Corporation to utilize the Corporate Cards Online Portal. The Security

Codes shall remain the sole and exclusive property of the Bank and shall be returned to the Bank on demand.

15.12 The Security Codes may be used to access the Corporate Cards Online Portal as the Bank thinks fit to perform the following functions:-

- (a) generally managing, monitoring and reviewing Card Transactions;
- (b) giving of Instructions;
- (c) accessing and obtain information as may be permitted by the Bank; and
- (d) to effect any transaction with the Bank as the Bank may allow subject to the terms and conditions herein and to such other restrictions and limitations as the Bank, in its sole and absolute discretion, deem fit.

The Corporation shall procure that all Security Codes issued to the Signatory and/or the Authorised Users shall be returned immediately to the Bank upon the termination of the Corporation's Corporate Card Solutions account;

16. Rates

16.1 Foreign exchange rates and such other rates and information, including but not limited to news and reports on such rates or information made available under the Corporate Cards Online Portal are only indicative of the actual rates, quotes or information and are subject to change without prior notice.

16.2 The Corporation hereby agrees that the Corporation will bear sole responsibility for any and all loss and damage arising from or in relation to the Corporation's reliance on such news and reports in making decisions to undertake any transactions through the Corporate Cards Online Portal.

17. Charges

17.1 The Corporation agrees to pay the Bank all Charges at such rates and on such terms as the Bank may stipulate from time to time in respect of the access of the Corporate Cards Online Portal.

17.2 The Corporation agrees that such Charges may be deducted by the Bank from the Corporation's account nominated by the Corporation and in the event that there are insufficient moneys in such account, from any of the Corporation's accounts held with the Bank.

17.3 All payments payable to the Bank shall be made in the lawful currency of Malaysia

18. Variation

- 18.1 The Bank reserves the right to change, modify, delete, amend, add or vary the Terms by giving the Corporation at least twenty (21) days prior written notice which change, modification, deletion, amendment, addition and/or variation shall then be binding on the Corporation.

19. Termination

- 19.1 The Corporation agrees and acknowledges that the Bank reserves the sole right and discretion to suspend, terminate, withdraw or restrict, without any liability whatsoever, the access to all or any part of the Corporate Cards Online Portal without having to attribute any reasons by giving not less than fourteen (14) days prior notice to the Corporation.

- 19.2 Notwithstanding Clause 19.1, the Bank may immediately terminate, suspend or restrict the Corporation's access to the Corporate Cards Online Portal if:-

- (a) the Corporate Card Solutions account provided by the Bank to the Corporation is terminated for any reason whatsoever; or
- (b) the Corporation breaches or fails to observe any provision of the terms and conditions relating to the provision of the Corporate Card Solutions account or any services thereunder by the Bank; or
- (c) the Corporation breaches or fails to observe any provision of the Terms or where the provision of the Corporate Cards Online Portal shall be contrary or prohibited by law or regulatory authority or body; or
- (d) the Corporation fail to pay any Charges or fees when due; or
- (e) the Corporation has provided the Bank with false or incomplete information; or
- (f) the Corporation becomes or threatens to become or is in jeopardy of becoming subject to any form of insolvency administration; or
- (g) in our opinion, it is in the public interest to do so; or
- (h) there are any directions or instructions from Bank Negara Malaysia or any other relevant authorities to us to discontinue the Corporate Cards Online Portal or the Corporation's access to the Corporate Cards Online Portal.

- 19.3 The Corporation may terminate its access to the Corporate Cards Online Portal without assigning any reasons whatsoever by giving us at least fourteen (14) days prior written notice. The termination will not be effective until the Bank has received from the Signatory or the Corporation a notice of termination.

- 19.4 The Corporation agrees and acknowledges that the termination does not affect the Corporation's liability or obligation in respect of the Instructions received by the Bank prior to such termination that have been processed or are being processed by the Bank.
- 19.5 The Corporation further agrees and acknowledges that where an Instruction has been received by the Bank prior to such notice of termination but has not been processed, and the Corporation's access to the Corporate Cards Online Portal is thereafter terminated, the Bank shall not be responsible nor liable for any failure to process the said Instruction.
- 19.6 Any rights and obligations under the Terms, which by their terms would survive the termination, shall continue to be in full force and effect.
- 19.7 Upon termination of the Corporation's access to the Corporate Card Solution Portal, the Corporation undertakes to return to the Bank within fourteen (14) days of the effective termination date, all Security Codes that may have been issued to the Corporation in respect of the Corporate Cards Online Portal.

20. Miscellaneous

- 20.1 If any provision contained in the Terms is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Terms shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provision shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.
- 20.2 The Bank's rights under the Terms (a) may be exercised as often as necessary, (b) are cumulative and not exclusive of any other rights under any applicable law, and (c) may be waived only in writing and specifically. Any delay in the exercise or non-exercise of any such right is not a waiver of that right.
- 20.3 In the event that the Bank fails or neglects to enforce any provision or remedy under the Terms for whatever reason(s), the Bank shall neither be construed as having waived our rights to enforce the same nor as having waived our rights to any continuing, succeeding or subsequent breach of the same or any other provision in the Terms.
- 20.4 The Corporation may not assign any right or benefit under the Terms without the Bank's prior written consent.

21. Governing Law & Jurisdiction

- 21.1 The Corporation agrees that the Terms shall, at all times, be governed by and construed in accordance with the laws of Malaysia. Further, the Corporation agrees to submit and be bound by the non-exclusive jurisdiction of the Courts of Malaysia.