

## APPENDIX D

### (To Merchant Services Terms and Conditions)

#### Cards Transactions processed through the Bank's "CIMB Clicks" internet banking service

#### **1. DEFINITION AND INTERPRETATION**

1.1 Words and expressions used in this Appendix have the following meanings:-

"Card Transaction via Clicks" means any payment transaction effected or to be effected to the Merchant through the use of a Card issued by the Bank through the Bank's "CIMB Clicks" internet banking service.

#### **2. ESTABLISHMENT OF MERCHANT'S SYSTEM**

2.1 The Merchant hereby agrees to:-

- (a) set-up, maintain, upgrade, ensure the security and integrity of the Merchant's computer system, software necessary to carry out Card Transactions via Clicks at its own cost and expenses;
- (b) inform the Bank before it upgrades or changes the version or type of its software and/or hardware or any other part of its system used to carry out Card Transactions via Clicks and if required by the Bank, to conduct testing with the Bank to ensure compatibility with the Bank's system before actual implementation. If Card Transactions via Clicks cannot be carried out or if there are errors in the transaction arising from upgrades or changes made by the Merchant, any resulting loss and damage suffered shall be borne solely by the Merchant. The Bank will not be responsible for such loss and/or damage;
- (c) accept sole responsibility for all claims, liabilities, loss or damage suffered by any party due to or any breach or compromise of the security or integrity, or malfunction, of any encryption and identification software, any electronic code keys, any equipment or the Merchant's system, unless it is caused by the Bank;
- (d) allow the Bank to enter any of the Merchant's premises with prior written notice to the Merchant to inspect the Merchant's software, hardware and/or any other part of its system to check whether the setting-up, operation, maintenance, security and integrity thereof complies with PCI-DSS;
- (e) once the Merchant becomes aware of any attempted or actual security breach, the Merchant shall immediately notify the Bank of this in writing;
- (f) provide a full description of the Merchant's goods and/or services available on the Merchant's Website including a description of any guarantee and/or warranties granted by the supplier and/or manufacturer for such goods and/or services;
- (g) ensure that all representations and advertisements published on the Merchant's Website and any advertisement or printed material given to the Bank for publication are accurate and truthful and to be solely responsible for them;
- (h) list accurately on the Merchant's Website the cost of the goods and/or services and the delivery and shipping charges in Malaysian Ringgit and the equivalent in such other foreign currency or currencies;

- (i) not use unethical sales tactics or sharp practices such as advertising goods and/or services for sale at prices which it does not intend to honour; and
- (j) only advertise goods and/or services where the Merchant is lawfully allowed to sell the same.

### **3. CARD TRANSACTIONS VIA CLICKS**

- 3.1 The Bank agrees to allow Cardholders to make a Card Transaction via Clicks to pay for goods and / or services purchased from the Merchant. However, the Bank's prior approval has to be obtained before each and every Card Transaction via Clicks is completed.
- 3.2 The Merchant must comply with the Bank's instructions in response to the Merchant's request for payment in connection with any Card Transaction via Clicks.
- 3.3 All Card Transactions via Clicks shall be in Malaysian Ringgit (RM).

### **4. COMPLETION OF CARD TRANSACTION VIA CLICKS**

- 4.1 Upon completion of a Card Transaction via Clicks, the Merchant must provide the Cardholder with a transaction receipt either through a separate email message or send a physical receipt by post.

### **5. SETTLEMENT OF PAYMENT**

- 5.1 The daily cut-off time for a Card Transaction via Clicks is Malaysian time 23:00 or such other time notified to the Merchant. Any Card Transaction via Clicks carried out before that time shall on a daily basis be included by the Bank in a settlement batch to be settled by the Bank.
- 5.2 The Bank will pay the Merchant the monies due for the properly authorised Card Transaction via Clicks after deducting the Merchant Discount and all other fees and charges, unless:-
  - (a) the Bank has received notice to withhold payment or exercised its discretion or right to withhold payment; or
  - (b) the Merchant has breached any of its obligations.
- 5.3 If payment is not received by the Merchant within seven (7) Calendar Days from date of the relevant Card Transaction via Clicks, the Merchant must immediately notify the Bank in writing. If the Merchant does not notify the Bank that it has not received payment within fourteen (14) Calendar Days from date of the relevant Card Transaction via Clicks, the Bank will not have to pay the monies claimed by the Merchant under such Card Transaction via Clicks.
- 5.4 Any discrepancies or errors arising from the settlement process must be notified to the Bank in writing within seven (7) Calendar Days from the date of the Bank's payment, failing which the Merchant shall be deemed to have waived its right to make any claim against the Bank in respect of such discrepancies or errors.
- 5.5 If the Bank has reasonable grounds to believe any Card Transaction via Clicks is irregular (*whether by fraud or otherwise or the transaction violate laws or rules of any governmental agency, or if the Bank receives a written statement from the Cardholder denying the transaction*) ("**Irregular Card Transaction**"), such Irregular Card Transaction shall be invalid.
- 5.6 Without prejudice to Clause 5.5 above, the Bank may withhold payment up to six (6) months from the date of the Irregular Card Transaction ("**Initial Withholding Period**") for investigation.

If the Bank finds out that the Irregular Card Transaction is actually legitimate, the Bank shall make payment for it free of interest. If the Bank cannot complete its investigations during the Initial Withholding Period, the Bank may lodge a police report against the Merchant and continue to withhold payment until the Bank receives the complete police investigation report. If based on the findings of the police, the Bank is satisfied that the Irregular Card Transaction is legitimate, the Bank shall make payment for it free of interest.

**6. STATEMENTS**

6.1 The Bank shall provide the statement of account for Card Transactions via Clicks to the Merchant in such format as may be agreed upon by the Parties from time to time.

6.2 The Merchant shall upon receipt of the statement of account, update their respective customers accounts for payments effected by the Bank. If the Merchant is unable to update their respective customers' accounts, the Merchant shall forthwith inform the Bank of the same.

**7. APPENDIX D TO BE READ WITH MERCHANT SERVICES TERMS AND CONDITIONS**

7.1 This Appendix D is to be read together with the Bank's Merchant Services Terms and Conditions. Where there is inconsistency, Appendix D shall override the Merchant Services Terms and Conditions, in so far as it relates to the Card Transaction via Clicks.

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