

Terms and Conditions

Tagline

Pay less EARN More with CGS-CIMB

About

The CGS-CIMB Securities Sdn. Bhd. (formerly known as Jupiter Securities Sdn. Bhd.) (“**CGS-CIMB**”) Share Margin Financing (SMF) – Pay less EARN More promotion (the “**Promotion**”) offers share margin financing at a lower interest rate (Base Rate + 0.1% per annum) for eligible clients from 19th June 2020 until 31st December 2020, both dates inclusive (“**Promotion Period**”).

The terms and conditions of the Promotion is as set out below.

Eligibility

1. Subject to the terms and conditions contained herein, the Promotion is open to:
 - i. All Malaysian and non-Malaysian individuals at age between 21 to 70; and
 - ii. Applies for new Share Margin Financing Account (“**Account**”) with a minimum loan size of Ringgit Malaysia Fifty Thousand (RM50,000) (“**Facility**”) during the Promotion Period;
(each an “**Eligible Client**” and together, the “**Eligible Clients**”).
2. This Promotion is not applicable to the following applications for Facility (“**Application**”):
 - i. Applications for financing of Employee Share Option Scheme, Initial Public Offering, Single Counter and Private Placement;
 - ii. Applications which have been submitted to CGS-CIMB prior to Promotion Period; or
 - iii. New Applications from existing clients who have closed their previous facility within the Promotion Period (19th June 2020 to 31st December 2020).

Promotion Mechanics

1. All Eligible Clients with successful Applications shall be offered:
 - i. Facility with interest rate at Base Rate (“**BR**”) + 0.1% per annum for the first 6 months from the Account opening date. Thereafter, from 7th month onwards, the interest will be charged at the rate of BR + 1.1% per annum;
*(*Base Rate is the benchmark cost of funds of the CGS-CIMB and currently is at 3.45% per annum with effect from 13 July 2020)*
 - ii. Waiver of 1 years’ rollover fees (0.5% per quarter) from the Account opening date;
 - iii. Waiver of the documentation fee and CDS account opening fee; and
 - iv. For Eligible Clients with refinancing from other financial institution are entitled for reimbursement of Central Depository System Transfer fee up to 20 stocks traded on Bursa Malaysia Securities Berhad.
2. In order to participate in this Promotion, the Eligible Clients are required to perform and to fulfil the following requirements/criteria as set out below:
 - i. Eligible Clients have made the Application and such Application has been approved within the Promotion Period must accept the Facility latest by 31st January 2021 in order to be entitled for the Promotion. This grace period of one (1) month is given from the expiry of the Promotion Period is strictly only for the purpose of enabling the Eligible Clients who submitted and had their Applications approved during the Promotion Period to accept the said Facility.
 - ii. CGS-CIMB shall not be held liable and responsible in the event the Eligible Clients are not eligible to participate in the Promotion for failing to perform and to fulfil the said requirement, for any reason whatsoever.
 - iii. The Eligible Client agrees to settle all relevant charges incurred in relation to the Facility and for the opening of Account (including but not limited to the stamp duty and legal fees for the Facility Agreement and other relevant documents) promptly.

General Terms & Conditions

1. All Eligible Clients will be automatically enrolled in the Promotion during the Promotion Period. By participating in the Promotion, all Eligible Clients are deemed to have read, understood and agreed to be bound by these Terms & Conditions and agreed that any decisions of CGS-CIMB in relation to every aspect of the Promotion and the determination of the eligible client, is final, binding and conclusive. No correspondence, queries, appeals or protests will be entertained.
2. The Eligible Client(s) are liable and shall personally bear all applicable taxes, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to their participation in the Promotion.
3. By participating in the Promotion, the Eligible Clients agree to be bound by the Terms and Conditions herein and also the Terms and Conditions governing the respective Account.
4. To the fullest extent permitted by law, CGS-CIMB expressly exclude and disclaim any representations, warranties, or endorsements, express or implied, written or oral. Further, no responsibilities are accepted for any additional expenses, omissions, delays, re-routing, or acts of any government or authority.
5. In no event will CGS-CIMB be liable for any loss or damages (including without limitations, loss of income, profits or goodwill, direct or indirect, incidental consequential, exemplary, punitive or special damages or any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Promotion, even if CGS-CIMB has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
6. CGS-CIMB reserves the right to:
 - i. extend, modify, shorten, discontinue, cancel, terminate or suspend the Promotion with or without any prior notice. For avoidance of doubt, any extension, modification, discontinuation, cancellation, termination or suspension of the Promotion shall not entitle any of the Eligible Clients to any claim for compensation against CGS-CIMB or any losses or damages suffered or incurred by the Eligible Clients as a direct or indirect result of the act of extension, modification, discontinuation, cancellation, termination or suspension.
 - ii. vary (whether by addition, deletion, modification, amendment or otherwise howsoever) (the “**Amendment**”) any of the terms and conditions herein at any time. The Amendment shall be effected at CGS-CIMB’s absolute discretion through any one of the following means of communication, namely, by ordinary mail to the Eligible Clients’ last known address or via CGS-CIMB’s website and the Amendment shall be deemed as binding on the Eligible Clients as from the date of notification of the Amendment or from such other date as may be specified by CGS-CIMB. These Terms & Conditions, as may be varied or amended from time to time pursuant to this Clause, shall prevail over any provisions or representations contained in any other promotional materials advertising the Promotion.
7. None of the Promotion is nor shall any of them be construed as an offer, recommendation or solicitation to buy or sell any securities. All clients are advised to make their own independent evaluation and to consult their professional advisers before undertaking any transaction.
8. All other terms and conditions applicable to general trading for the Account and/or the respective other account(s) terms and conditions shall continue to apply. Nothing herein shall affect CGS-CIMB’s general terms and conditions and/or the other respective account(s)’ terms and conditions to which the Eligible Clients have agreed to.
9. CGS-CIMB will notify all Eligible Clients based on the information supplied by the Eligible Clients and maintained in CGS-CIMB’s records. Pursuant to the requirements the Personal Data Protection Act 2010, CGS-CIMB is required to obtain Client’s consent for the processing of Client’s personal data. Therefore, the Client hereby consents to CGS-CIMB’s processing of the Client’s personal data which the Client may provide to CGS-CIMB now and from time to time in connection with their applications or participation in the Promotion. The Client hereby confirms that the Client has read, understood and agrees to be bound by the CGS-CIMB Group Privacy Notice (which is available at www.cgs-cimb.com.my/www.itradecimb.com.my) (“**Privacy Notice**”) and the clauses herein, as may relate to the processing of his or her personal information. For the avoidance of doubt, the Client agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
10. The Terms and Conditions as set out above shall be governed by the laws of Malaysia. The Eligible Client agrees to submit to the exclusive jurisdiction of the Courts of Malaysia, but CGS-CIMB will be at liberty to proceed against the Eligible Client in any court in any jurisdiction.