

**GENERAL PROVISIONS ON DEPOSITS****ACCOUNT OPENING**

1. Deposit accounts, herein after referred to as the "Account" may be opened subject to the approval of CIMB, after taking into consideration the presentation of references acceptable to CIMB and after verification of applicant's identity and/or authority to open the account.
2. The Depositor warrants that he is not suffering from any legal disability upon opening of the account.
3. The Depositor shall maintain the required Average Daily Balance (ADB) as the Depositor may be notified by CIMB from time to time. A service fee shall be charged if the account falls below the required ADB for two (2) consecutive months.

**DOCUMENTATION**

4. The Depositor agrees to provide CIMB all the required minimum documents for personal accounts, corporations, partnerships, associations or entities.
5. The Depositor is authorizing CIMB to obtain and verify the information collected from the Depositor through government agencies or third party including banks, financial institution, and credit bureaus.
6. The Depositor allows CIMB to conduct background check on the financial capability of the Depositor or for any other purposes CIMB may deem necessary.

**DEPOSITS**

7. The Depositor agrees that any deposits to be made to the account shall be via the channels provided by the Bank, e.g., Cash Deposit Machine (CDM) or Cash-In at CIMB's designated partners. If the deposit is made via Cash-in through CIMB's designated partners, all deposits must be made by the Depositor by accurately filling out the necessary information in the Mobile App and the procedures for Cash-In by the CIMB's partners.
8. The initial deposit and the minimum subsequent deposits must be in such amount as may be reasonably determined by CIMB.
9. Depositors of the UpSave account who maintain a minimum average daily balance of PHP100,000 for one month will be able to enjoy FREE life insurance on the following month. Coverage, with a maximum limit of PHP1million, will be based on either of the following:
  - a. 1x of Average daily balance of the past three calendar months prior to the Insured's demise; or
  - b. 1x of latest balance, last recorded balance of the month prior to the Insured's demise
10. CIMB may refuse certain items for deposits, such as second endorsed checks and checks presented after six (6) months from date of issue, otherwise considered as stale checks.
11. CIMB may, at its discretion, refuse to accept deposits or at any time return all or part of a deposit together with the interest due.
12. The Depositor obligates himself to reimburse CIMB any and all amounts credited by CIMB to his deposit accounts equivalent to the face value of the items, including bank charges and other expenses, if any, should any item be dishonored due to fraud, forgery, material alteration or for any other reasons whatsoever. In this connection, CIMB is hereby given full power and authority, at its sole option to debit said amount/s from any account of the Depositor with CIMB and / or set-off the same against any of the Depositor's funds/ property in the actual/ constructive possession and/ or control of CIMB. Furthermore, the client hereby knowingly, unconditionally and irrevocably releases and discharges CIMB, its owners, directors, officers and representatives from any right, claim, cause of actions that the client or any third party may now or in the future may claim against CIMB arising from or in connection with the transactions contemplated herewith.
13. All endorsements and/or lack of endorsement on the items deposited are guaranteed by the Depositor. The Depositor assumes full responsibility for the correctness, due execution, genuineness and validity of all endorsements appearing on all checks or other item deposited.
14. The Depositors shall be deemed to warrant each time any deposit or withdrawal is made on the account that the Depositors have full and absolute title and right of disposition over all monies, checks and funds in account.
15. In consideration of the Bank's accepting deposits which are not counted in the Depositor presence, The Depositor hereby assumes sole responsibility for any shortages/overages which may be found when the deposit is counted and the total thereof does not match with the initial indicated deposit amount. CIMB shall be free and harmless from any liability arising therefrom. However, should there be any shortage/overage found, CIMB shall inform the Depositor. The Bank is hereby authorized to alter the deposit amount to reconcile with the actual deposit received as verified by the Bank's Authorized Personnel.
16. CIMB reserves the right to debit back any item previously credited to the Account which turns out to be an improper or erroneous credit. In such event, CIMB will have the right to debit the existing balance if the Account and/or any other fund of the Accountholder in the custody of the Bank for the exact amount in question.

**LEGAL COMPENSATION CLAUSE**

17. The Depositor shall be jointly and severally as the case may be, liable for the payment of any obligation of Depositor to CIMB.
18. CIMB may at its own discretion apply all or any part of the Accounts (including Time Deposit Accounts) to the payment in whole or in part of any obligation that may be due to CIMB from the Depositor or any one, or all, of the Depositors in a joint account without incurring any liability therefor.

**WITHDRAWALS**

19. The Depositor(s) agrees that any withdrawals to be made from the account shall be via the channels provided by the Bank, e.g., Automated Teller Machine (ATM) or Cash-Out at CIMB's designated partners. If the withdrawal is made via Cash-out through CIMB's designated partners, all withdrawals must be made by the Depositor by accurately filling out the necessary information in the Mobile App and the procedures for Cash-out by the CIMB's partners.
20. The Depositor will not be permitted to withdraw from his account any amount in excess of the outstanding available balance to his credit.

**SERVICE AND OTHER BANK CHARGES**

21. CIMB is authorized to collect from the Depositor all applicable service charges, penalty charge and other fees the account may incur.
22. CIMB, without need of prior notice, is authorized to deduct all such charges and fees from the account without incurring any liability therefor not limited to any loss, damage, cost or expense arising from or in connection with the dishonor of checks, drafts, notes or other instruments because of insufficient funds as a result thereof.
23. Service Charges, fees and penalties include, but are not limited to, the following: accounts falling below the required maintaining balance, dormant accounts, and other fees and charges CIMB may impose from time to time depending on the policy it may adopt.
24. Account with zero balance due to service charge or other causes may be closed by the Bank.
25. CIMB reserves the right to impose new service and maintenance charges and change existing charges within the limits allowed by law or pertinent regulations.

**CHANGE OF PERSONAL INFORMATION OR CIRCUMSTANCES**

26. CIMB should be properly notified in writing of any change in the personal information. (e.g. Postal Address, Marital Status, etc.). CIMB, its officers and employees shall be held free from any harm for damages, claims and demands from the failure of the Depositor(s) to do so. All correspondences relative to the account shall be sent to the Depositor's present postal and email addresses indicated in CIMB's record.

**CLOSING OF ACCOUNTS**

27. Only the Depositor may close an account. The Depositor will pay a service charge in such amount as may be reasonably imposed by CIMB if the account is closed within thirty (30) days from date the account was opened.
28. CIMB reserves the right to immediately close the Depositor's account at any time without prior notice in case of misrepresentation or falsity of information provided by the Depositor or if CIMB perceives, at any time and in its sole discretion, that the account may be or may have been used or is being used in connection with any fraudulent or illegal activities or transactions; or if CIMB perceives, at any time and in its sole discretion, that it may be exposed to any financial, operational, legal, reputational or other risk in maintaining the account, or if the Depositor fails to abide by any provision of the terms and conditions for deposit accounts.
29. CIMB reserves the right to close the account if the Depositor has handled his account in a manner not satisfactory to CIMB and/or if the Depositor draws checks against insufficient funds and/or uncollected deposits and any two (2) of such checks are presented to CIMB within a 30-day period. In such event, CIMB shall pay the Depositor the balance of his account, if any, upon his return of unused checks to CIMB.
30. In the event the Account is closed on the ground that the same is improperly handled, the Depositor authorizes CIMB to report such closure and the reason(s) therefor with the BAP or any central monitoring entity established by BAP to keep record of mishandled deposit accounts.

31. CIMB and its officers and employees shall be held free and harmless from any liabilities, claims and demands of whatever kind in connection with or arising from (a) closure of the account(s) and/or (b) the dishonor of any check which may be presented to CIMB after the closure of the account(s) and/or (c) the reporting of CIMB of the account closure and the reason therefore to Banker's Association of the Philippines (BAP) or any monitoring entity or body established by BAP or law to keep record of and monitor mishandled deposit accounts.

#### **INTEREST CREDITS**

32. Interest bearing accounts shall earn interest at a rate determined by CIMB on a per annum basis and in accordance with pertinent laws, rules and regulations.
33. Interest shall be computed based on daily available balance and credited to the account at the start of the following month, less of applicable withholding tax. However, no interest shall be paid on dormant accounts or those closed prior to crediting of interest at the start of the month.
34. Interest rates may change when conditions warrant.
35. Dormant account shall not earn any interest while the account remains dormant. Interest accrual shall start only when the account is reactivated.

#### **DORMANCY AND UNCLAIMED BALANCES**

36. Accounts including those with Automatic Transfer Facility options which have no financial transaction for at least one (1) year (12 months) for Current Accounts and two (2) years (24 months) for Savings Accounts shall be classified DORMANT.
37. Depositor will be notified sixty (60) days prior to change of account status from active to dormant. CIMB shall impose dormancy fee on a dormant deposit account five (5) years after the last activity and when the account falls below the minimum monthly Average Daily Balance.
38. Dormancy fee shall be charged aside from the maintenance fee for falling below the required minimum monthly Average Daily Balance (ADB).
39. Pursuant to the provision of existing laws, all "unclaimed balances" which represent deposits of money and/or interest accrued thereon held by CIMB for any depositor who has no further financial transactions for a period of ten (10) years or more shall be reported and, when so ordered, deposited by CIMB to the Treasury of the Philippines, to the credit of the government of the Republic of the Philippines.

#### **PHILIPPINE DEPOSIT INSURANCE CORPORATION (PDIC) RULES**

40. Account/s shall be subject to applicable PDIC laws, rules and regulations including the insured value.
  - a. Deposits are insured by the PDIC up to a maximum amount of Five Hundred Thousand Pesos (P500,000.00) per depositor.
  - b. PDIC shall assume that the name(s) appearing on the deposit instrument is/are the actual/beneficial owner(s) of the deposit, except as provided herein.

#### **DATA PRIVACY**

41. The depositor hereby confirm that he/she has read, understood and agreed to be bound by the CIMB Bank PH Privacy Notice (which is available at the CIMB website and Mobile App) and the clauses herein, as may relate to the processing of your personal information and sensitive personal information. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
42. The depositor has unconditionally allowed CIMB Bank PH to verify said information and/or secure other information as may be required by CIMB and to provide appropriate regulatory and administrative agencies and/or authorities and/or the CIMB Bank Berhad, its affiliates or branches, any information pertinent to the customer's account(s) and/or as may be stipulated under the applicable laws, rules, regulations, guidelines, directives or agreement.
43. The depositor has agreed that CIMB Bank PH may collect, hold, use, and share your Personal Information pursuant to the Data Privacy Act of 2012 (Republic Act No. 10173) to individual entities within the CIMB Group, our merchants and strategic partners for as long as his/her records and Personal Information are required and/or allowed by law to be retained and processed, whether for his/her protection or for the protection and pursuit of the legitimate interests and/or business purposes of CIMB Bank PH.
44. In the event the depositor provides personal, sensitive personal and financial information relating to third parties, including information relating to his/her next-of-kin and dependents (where you are an individual) or information relating to your directors, shareholders,

officers, individual guarantors and security providers (where you are a corporation), for the purpose of opening or operating his/her account(s)/facility(ies) with us or otherwise subscribing to our products and services, the depositor (a) confirms that he/she have obtained their consent or are otherwise entitled to provide this information to us and for us to use it in accordance with this agreement; (b) agree to ensure that the personal, sensitive personal and financial information of the said third parties is accurate; (c) agree to update us in writing in the event of any material change to the said personal, sensitive personal and financial information; and

- (d) agree to our right to terminate this agreement should such consent be withdrawn by any of the said third parties.
45. Where the depositor instructs us 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 us and/or our agents to enter into any cross-border transaction on his/her behalf, the depositor agrees to the above said disclosures on behalf of the depositor and others involved in the said cross-border transaction.
46. Even after the depositor has provided CIMB with any information, the depositor has the option to withdraw the consent given earlier. In such instances, CIMB has the right to not provide or discontinue the provision of any product, service, account(s) and/or facility(ies) that is/are linked with such information.
47. CIMB reserves the right to amend this clause from time to time at our sole discretion and shall provide prior notification to you in writing and place any such amendments on our websites and/or by placing notices at the banking halls or at prominent locations within our branches
48. For the purposes of this Clause, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies, including CIMB Bank PH, and the use of the words "us", "we" and "our" are to be read as references to the CIMB Group.
49. This clause shall be without prejudice to any other clause in this Agreement which provides for the disclosure of information.

#### **MISCELLANEOUS**

50. Pursuant to the Implementing Rules and Regulation (IRR) of R.A. 9160 (Anti-Money Laundering Act of 2001), as amended, the Depositor(s) grants irrevocable and unconditional authority to CIMB to report to the Anti-Money Laundering Council (AMLC) covered and suspicious transactions involving the Depositor's Account. The Depositor(s) holds and sets free CIMB, its Directors, Officers and Employees in the discharge of their duties in accordance with this law.
51. In compliance with the provisions of R.A 1405 (Law on Secrecy of Bank Deposits), CIMB shall not entertain inquiries or instructions over the telephone or by fax/telegram/cable message regarding any account nor through a representative unless authorized in writing by the Depositor(s)
52. CIMB shall not be held liable for any loss or damage that may be incurred by the Depositor(s) or third party due to or occasioned by imperfect computer programming procedures or by any defect in the material or workmanship of any computer equipment.
53. In the event of emergencies which merit the issuance of a work suspension order by appropriate public official in any or all of the Philippine Clearing House Corporation (PCHC) covered clearing areas, by which PCHC shall, with the approval and concurrence of BAP, suspend the clearing in the affected areas or clearing exchanges shall be deemed automatically suspended, CIMB, without prior notice to anyone of the Depositors is authorized to extend automatically the number of clearing days of bank check deposits. However, should the announcement be made later in the day when items have already been received for deposit by CIMB, then such items shall be processed the next clearing day.
54. In case of extraordinary inflation or deflation of the currency stipulated herein, the provision of Article 1250 of the Civil Code shall not apply.
55. The Depositor agrees to be governed and bound by pertinent laws on the matter, such as but not limited to the rules of the Bank, the Bangko Sentral ng Pilipinas (BSP), the Bankers Association of the Philippines (BAP), the Bureau of Internal Revenue (BIR), Philippine Clearing House Corporation (PCHC), as well as any subsequent amendments thereof and/or any new rules to the promulgated and applicable to the Account. CIMB reserves the right to delete, supplement or alter any of the herein terms and conditions.

## PROVISIONS ON MOBILE APP AND ELECTRONIC BANKING

56. The depositor acknowledges that his transactions with CIMB, save for ATM and CMD transactions, are initiated and processed through the CIMB Mobile App and/or Internet Banking facility. As such, the Depositor agrees to be governed by the processes for initiating and concluding transactions through the CIMB Mobile App and/or Internet Banking service. By enrolling at CIMB's Mobile App and/or Internet Banking facility, the Depositor warrants that (i) he is familiar with mobile and internet banking and how transactions are processed therein; (ii) the transactions he will initiated, processed and concluded using CIMB's Mobile App and/or Internet Banking service shall be for lawful and legitimate purposes only; and that (iii) he shall not utilize the Mobile App and/or Internet Banking facility of CIMB for any unlawful purpose/s.
57. The Depositor(s) shall nominate a preferred User ID and Password upon enrollment to the CIMB Mobile App and/or Internet Banking service.
58. The Depositor shall not be allowed to use the User ID and password/PIN in whole or in part for any purpose, whether legal or illegal, other than as specifically intended to carry out your banking transactions via CIMB Mobile App and/or Internet Banking Service.
59. The Depositor authorizes CIMB to invalidate the depositor's Username and Password without prior notice. CIMB shall not be held liable for any loss or damage for the invalidation of the depositor's Username and Password.
60. The Depositor is allowed to change the Password anytime. The Depositor shall be responsible for keeping the User ID and Password/PIN confidential. The depositor shall ensure that he/she has exercised reasonable care as to prevent unauthorized access and or/use of the Password/PIN this includes, but not limited to, the following:
  - a. Deposits are insured by the PDIC up to a maximum amount of Five Hundred Thousand Pesos (P500,000.00) per depositor.
  - b. Ensuring that the Password/PIN is not shared with anyone, including staff of the Bank.
  - c. Changing the Password/PIN once every 2 years or when the depositor deemed necessary.
61. CIMB shall have the absolute right to add, suspend, limit, withdraw or cancel any transactions, services and products offered in the Mobile App and/or Internet Banking Service.
62. The depositor agrees to undertake all the Bank's prescribed security measures in protecting the depositor's Password/PIN. CIMB shall not be held liable against all claims, losses, damages or expenses including legal cost, that may arise from breach in confidentiality of the depositor's Password/ PIN.
63. CIMB shall ensure implementation of security measures to secure the Mobile App and/or Internet Banking Service. However, CIMB shall not assume warranty on the confidentiality, secrecy and security of any information sent through any internet service provider, network system or other similar system.
64. The depositor agrees that he/she shall nominate any of his/her account as a nominated payment account, CIMB, at its option, may automatically enroll any other accounts which may be linked with the depositor's nominated source accounts without the need for any further authorization or consent of the depositor.
65. The depositor agrees that by enrolling in Octo by CIMB Bank's Mobile Banking Service, other products under his/her name such as, but not limited to, loans may automatically be viewable. CIMB, however, reserves the right, at its discretion, to require any enrollment in select products, services and facilities as it may deem fit and appropriate.
66. Transactions carried out via CIMB Mobile App and/or Internet Banking Service shall be subject to applicable fees and charges at the time of the transaction. CIMB may from time to time upon giving the depositor a notice, introduce or change fees and charges for the use of the CIMB Mobile App and/or Internet Banking Service.
67. When CIMB introduces new services under the Mobile App and/or Internet Banking Service, CIMB shall notify and provide the depositor supplementary terms and conditions.
68. The depositor shall authorize CIMB to debit the depositor's account for the amount of CIMB's fees and charges payable on transactions made via CIMB Mobile App and/or Internet Banking Service.
69. In cases where there are any insufficient funds to cover the fees and charges, CIMB may refuse to carry out the transaction without incurring any liability as a result of such refusal or overdraw the account by debiting fees or charges or debit any other account the depositor holds with CIMB.
70. By using the User ID and Password/PIN, the depositor authorizes CIMB to carry out the transactions that the depositor(s) has initiated.
71. The depositor agrees that the instructions which the depositor has issued is at all times subject to limits and conditions set by CIMB, in compliance with local laws and regulations.
72. The depositor assumes responsibility in checking the transaction record pertaining to any Mobile App and/or Internet Banking Service transaction. Should the depositor have any reason to believe that the records have not been accurately and completely captured by the Mobile App and/or Internet Banking, the depositor should immediately notify CIMB through its Customer Care at #CIMB (#2462).
73. The depositor may cancel, revoke, reverse or amend an earlier instruction provided that the request is received before the transaction is executed
74. CIMB reserves the right to refuse to carry out any of the depositor's instructions that are not consistent with CIMB's rules and regulations.
75. In case where the instructions of the depositor require third party approval, CIMB's obligation to perform such transaction would be subject to the approval and consent of the third party obtained by the depositor.
76. CIMB shall not be liable for any delay or shortcomings of the third party whom the depositor has account when CIMB is executing the instruction to them.
77. Any instruction transmitted after the relevant cut-off time shall be posted in the books and records of the Bank on the next business day following the date of the instruction.
78. CIMB shall not have any obligations to verify the authenticity of the instruction received from the depositor through the CIMB Mobile App and/or Internet Banking Services. CIMB shall give effect to any transactions received from the depositor(s) electronic banking account.
79. The Depositor shall ensure that the information provided/supplied is accurate. CIMB shall not be responsible and liable for any inaccurate information that may lead to failure of transactions.
80. The Depositor is responsible for verifying and monitoring transaction history details and statements to ensure that there are no unauthorized transactions. Should there be any error in the transactions, the depositor may contact CIMB through its Customer Care at #CIMB (#2462).
81. It is the responsibility of the Depositor to ensure that there are sufficient funds available in his accounts. Any charges or penalties as a result of unsuccessful transaction due to insufficiency of funds or dormancy of the account will be the sole responsibility of the depositor.
82. CIMB shall not be liable for any loss or damage of whatever nature (including without limitation, charges and or penalties which may be imposed by third parties) in connection with the implementation of transactions via CIMB Mobile App and/or Internet Banking Service. Such instances include:
  - a. Disruption, failure or delay in implementation transactions relating to and in connection with the CIMB Mobile App and/or Internet Banking Service which are due to circumstances beyond the control of CIMB fortuitous events such as but not limited to prolonged power outages, breakdown in computers and communication facilities, typhoons, floods, public disturbances and calamities and other similar or related cases.
  - b. Loss or damage you may suffer arising out of any improper, fraudulent access or utilization of the CIMB Mobile App and/or Internet Banking Services due to theft or unauthorized disclosure of User IDs, passwords, ATM PINs/TPINs/MPINs or violation of other security measures with or without your participation.
  - c. Inaccurate, incomplete or delayed information which the depositor received due to disruption or failure of any communication facilities used for CIMB Electronic Banking Services
  - d. Such other circumstances or reasons which effectively prevent CIMB from implementing the transaction
83. The CIMB Mobile App and/or Internet Banking Service intends to be available 24 hours/ 7 days a week. However, there is no warranty that the same will be available at all times. In such cases, CIMB shall notify the depositors in advance or when possible.
84. CIMB shall not be liable for any indirect, incidental or consequential loss, loss of profit or damage you may suffer or have suffered by reason of the depositors use or failure or inability to use the CIMB Mobile App and/or Internet Banking Service.
85. The Depositor agrees to hold CIMB, its stockholders, directors, officers, employees and representatives free and harmless, as well as indemnify them, from any and all liabilities, claims, damages, suits of whatever nature, arising out of or in connection with the implementation of CIMB Mobile App and/or Internet Banking Service, including any and all errors inadvertently committed, any computer-related errors resulting to the Bank's failure to effect any instruction via CIMB Mobile App and/or Internet Banking Services.
86. Transactions outside the Philippines shall be subject to the applicable rules and regulations of the BSP and/or any fiscal or exchange control

requirements operating in the country where the transaction is effected.

87. CIMB may terminate the depositor's account at any time, upon giving notice.
88. CIMB may terminate the account without any prior notice if the depositor has breached the Terms and Conditions; When CIMB has learned of the depositor's death, bankruptcy; there are insufficient funds to cover payments and instructions; or CIMB has deemed a reasonable grounds to do so.
89. The depositor's Mobile App and/ or Internet Banking Service shall be effective upon receipt of the Bank's confirmation of the activation of the depositor's Mobile App and/or Internet Banking Service and shall remain active until such time that the depositor notifies the Bank, in writing, or any instructions received from the depositor through CIMB's Customer Care at #CIMB (#2462).
90. In case of any complaints and/or disputes arising from the Mobile App and/or Internet Banking Service, the depositor may call the CIMB through its Customer Care at #CIMB (#2462).
91. Depositors are expected to comply with the CIMB Electronic Banking Consumer Awareness Program. The depositor shall be held responsible for the following:
  - a. Securing Username and Password
    - i. Depositor shall not disclose his/her username and Password/PIN.
    - ii. Depositor should not store username and password/PIN on the computer.
    - iii. Depositor should regularly change the password/PIN and avoid easy to guess passwords (i.e birthdate, name)
    - iv. Depositor should ensure compliance with the Bank's confidentiality clause. Ensure that personal information is private and undisclosed.
  - b. Keeping of Records for online transactions
    - i. Depositor shall always check the transaction history details and statements to ensure that there are no unauthorized transactions.
    - ii. Depositor should Immediately notify the bank for any discrepancies and unauthorized transactions.
  - c. Checking the right and secure App and website
    - i. Depositor should ensure that the correct App or website has been accessed before doing any online transactions. Beware of fake Apps or websites that are designed to deceive consumers.
    - ii. Depositor should ensure that the websites are secure by checking the URLs which should begin with "https" and a close padlock icon on the status bar.
    - iii. Depositor should always enter the URL of the website directly in the web browser to avoid being re-directed to other website that may not be secured.
    - iv. When possible, depositors should use data encryption software when sending sensitive customer information.
  - d. Protecting personal computer from hackers, viruses and malicious programs
    - i. Depositor should install personal firewalls or anti-virus program on their personal computers
    - ii. Depositor should never download any file or software from unfamiliar sites and hyperlinks.
    - iii. Depositor should ensure that the anti-virus program is always working and updated.
  - e. Logging-off
    - i. Depositor should ensure that he/she was able to log-off from the Mobile App and/or Internet Banking Service before leaving the computer/Mobile Phone unattended, even if it is a for a short period of time.
    - ii. Depositor should always clear the internet/memory cache and transaction history after logging out from the Mobile App and/or Internet Banking Service to remove saved account information.
  - f. Reviewing Privacy Policies and Disclosure
    - i. Depositor should read and understand the Mobile App and website disclosures and privacy provisions to determine how their personal information will be processed and shared.
  - g. Other security measures
    - i. Depositor should not send any personal information/Password/PIN via ordinary mail.
    - ii. Depositor should refrain from opening other browser window while banking online

- iii. Depositor should avoid using public computers when conducting e-banking transactions.

#### **PROVISIONS ON CIMB ATM DEBIT CARD TERM AND CONDITIONS**

The following terms and conditions ("Terms & Conditions") shall govern the issuance and use of the Card. By applying for and using the Card, the cardholder hereby agrees as follows:

92. **Definitions.** As used herein, unless otherwise specified:

- a. **"Account/s"** shall mean current and/or savings deposit account/s (single or multiple) opened and maintained by the Cardholder with CIMB, and with respect to which, the Card is issued/linked.
- b. **"ATM Network Participant/s"** shall mean banks and other financial institutions who are, or in the future be, members or affiliates of Megalink, ExpressNet, BancNet, MasterCard/Visa affiliated banks or such other ATM networks or affiliations that will allow CIMB ATM Debit Cards in their ATM systems and facilities.
- c. **"Card"** shall mean CIMB ATM Debit Card, CIMB ATM Debit Card w/ Paypass, and such other ATM Debit Cards that may be issued or acquired by CIMB in the future.
- d. **"Cardholder"** shall mean the person who maintains current/savings deposit account/s with CIMB and in whose name, the Card is issued.
- e. **"Card Security Code"** shall mean the three (3) digit number at the back of a MasterCard or Visa issued Card and is used to make purchases online.
- f. **"PIN" /"Personal Identification Number"** shall mean a personalized digit code used to access the ATM and make ATM/POS transactions.

#### **93. Card Usage/ Ownership.**

- a. The Card is for the exclusive use of the Cardholder and is not transferable.
- b. The Card may be linked to single or multiple Accounts of the same currency and in case of the latter, subject to a maximum number of Accounts and a maximum number of Cards per Account as may be allowed by CIMB.
- c. The Card shall be used only for lawful banking and other transactions allowed by CIMB with respect to the Account (i.e. Automated Teller Machine ["ATM"] transactions, point of sale ["POS"] debit/purchase transactions, payments at Online/Web Merchants). It may be used on CIMB's and/or ATM Network Participants' ATMs, cash dispensers, POS terminal networks, payment page of Online/Web Merchants, PayPass and/or other electronic devices.
- d. The Cardholder agrees to sign the Card immediately upon receipt thereof and to keep the Card in a secure and safe place.
- e. The Card is the property of CIMB and CIMB may at any time, without prior notice and without the need to give any reason therefore, terminate the use of, cancel, repossess or decline to issue, renew or replace the Card.
- f. CIMB may cause the ATM to retain the Card automatically or suspend any services at any time without notice to the Cardholder
- g. The Cardholder agrees to return the Card to CIMB upon the latter's request.
- h. The Card is valid for five (5) years from card issuance and shall be subject to replacement initiated by the cardholder upon expiry.

#### **94. Card activation/ Authentication Process**

- a. To first activate the Card, the Cardholder is required to perform an online activation and verification digitally through CIMB application PIN number can be set through application. The Cardholder agrees and undertakes to comply with the following authentication procedures, as may be amended or supplemented by CIMB from time to time. For ATM transactions - Insert Card and Enter PIN for POS transactions - Swipe/Insert Card and Enter PIN or Sign transaction draft/invoice (depending on amount) For PayWave transactions - Tap only or Tap and Sign (depending on amount) For Internet/Online Payment transactions - Enter Card Number and provide required information
- b. The PIN is strictly confidential and should not be disclosed, given to, or made available for use by any other person under any circumstances, including CIMB. Withdrawal, transfer, deposit, payment of funds, and any other transactions entailing the use of the Card shall in all circumstances and at all times, whether with or without the Cardholder's authorization, be conclusively binding upon the Cardholder.

- c. CIMB shall have no liability whatsoever for any loss or damage incurred by the Cardholder arising from any breach of or non-compliance with the provisions of a and b above.

**95. Card Transactions**

- a. Deposits to the Account made through the use of the Card shall be credited to the Account only after verification by CIMB, the date of which may or may not be the same as the date when the deposit was actually made. The amount verified by CIMB shall be conclusively and irrefutably deemed to be the correct amount deposited by the Cardholder to his/her Account.
- b. The receipt which is electronically generated at the time the deposit is made prima facie represents the amount deposited to the Account and shall not bind CIMB until verified as true and correct by CIMB.
- c. In accepting transactions of Cardholders with third parties with the use of the Card through the ATM, such as bills payments, POS purchases, airtime reloads and the like, CIMB merely serves as a conduit between the Cardholder and the payee and CIMB shall not be held liable for any action or claim which may arise between the payee and the Cardholder, the latter hereby agreeing to hold CIMB free and harmless therefrom.
- d. The Cardholder accepts full responsibility for all transactions made with the use of the Card [with or without his/her knowledge or authority, with or without his/her signature or PIN]. All transactions using the Card shall be deemed by CIMB as having been made with the knowledge of or authorized by the Cardholder and shall be valid and binding upon the Cardholder. The Cardholder accepts CIMB's record of transactions as conclusive and binding for all purposes in the absence of manifest error. The Cardholder further agrees to waive any and all rights and remedies against CIMB in connection therewith.

**96. Cardholder's Responsibilities**

In order to help ensure security in Card transactions and personal information, the Cardholder agrees to strictly comply with the following security measures, as may be amended or supplemented by CIMB from time to time:

- a. Sign on the signature panel at the back of the Card.
- b. Nominate Personal Identification Number (PIN) as soon as Card received.
- c. Keep Card Number, PIN and Card Security Code confidential.
- d. Regularly change PIN especially when using the Card at other Bank's ATM, local or abroad.
- e. Transact only in well-lighted or safe areas ATM.
- f. Do not entertain strangers offering assistance while using an ATM.
- g. Keep eye on the Card when paying for purchases.
- h. Update contact information with the Branch of Account.

**97. Cardholder Information and Consent**

Cardholder authorizes CIMB, its subsidiaries and affiliates (Related Companies), and their respective officers and employees, to do any one or all of the following:

- a. Release, disclose, submit, share or exchange any Cardholder and/or Account Information and reports as they may deem fit or necessary and for lawful purposes, including but not limited to consumer reporting or reference agencies, government regulatory agencies, other banks, creditors, financial institutions, loyalty program partners, merchant partners or service providers;
- b. Release, disclose, submit, share or exchange any Cardholder information and/or Account Information to CIMB's Remittance Tie-ups, Partners, Agents, Subsidiaries (local and/or foreign) in connection with remittance transactions involving the Cardholder and/or his Account; and
- c. Use or share with third parties the information Cardholder has provided and/or information derived from external sources for conducting internal marketing studies, surveys, marketing activities or promotional offers of CIMB, its Related Companies, merchant partners and/or to develop and make offers which Cardholders may receive through email or thru other means of communication.

For the above purposes, Cardholder hereby waives his confidentiality rights under the relevant bank secrecy laws such as but not limited to Republic Act Nos. 1405, 6429, 8791 and 8484 (otherwise known as The Secrecy of Bank Deposits Law, Foreign Currency Deposit Act, The General Banking Law of 2000 and Access Device Regulations Act) and hereby agrees to indemnify and keep CIMB and Related Entities including their respective directors, officers and employees, free and harmless from and against any and all claims, suits, actions or

proceedings which may arise as a result of or in connection with the release and disclosure of the Cardholder information and/or Account information as set out above. The disclosure consent herein granted by Cardholder shall continue to be valid and effective unless and until a written notice of revocation by Cardholder is duly served upon CIMB and its Related Entities.

**98. Indemnification/Liability Limitation.**

In addition to other non-liability/indemnification provisions in favor of CIMB, the Cardholder hereby agrees to indemnify and render CIMB its directors, officers, employees and agents and assigns, free and harmless from and against any claim, cause of action, suit, liability, loss or damage of whatever nature which may arise as a result of or in connection with the use of the Card and the transactions made with the use of the Card, in the following instances:

- a. Disruption, failure or delay relating to or in connection with the use of the Card which is due to circumstances beyond the control of CIMB, fortuitous events such as but not limited to prolonged power outages, breakdown in computers and communication facilities, computer-related errors, typhoons, floods, public disturbances and calamities and other similar or related cases;
- b. Fraudulent or unauthorized utilization of the Card due to theft, unauthorized disclosure or breach of security or confidentiality of the Card Number, PIN and Card Security Code with or without the Cardholder's participation;
- c. Inaccurate, incomplete or delayed information received by CIMB due to disruption or failure of any communication facilities or electronic device used for the Card;
- d. Mechanical defect in or malfunction of the electronic device on which the Card is used (i.e. ATM, POS, etc.), the Card not being honored or being declined; any delay in the crediting of any deposit to or debiting of payment from the Account due to or by reason of failure and/or malfunction of any mechanical, electronic or other part, component, system or network upon which the ATM/branch computer is critically dependent on normal and efficient operations; and/or
- e. Improper, unauthorized use of the Card's facilities and electronic devices (i.e. ATM, POS, etc.); or recklessness or accident in connection with the use thereof.

The above provisions shall survive the termination or suspension of the right to use the Card.

**99. Liability Limitation**

- a. CIMB's entire liability for loss or damage (if any) in connection with Card use shall be limited to the amount of P25,000 or the actual damage or loss incurred, whichever is the lesser.
- b. CIMB shall not be liable for any special, consequential or indirect damage suffered by the Cardholder from the use of the Card even if CIMB has been advised of the possibility thereof. This provision shall survive the termination or suspension of the right to use the Card.

**100. Lost/Stolen/Compromised Cards**

- a. In the event the Card is lost or stolen, the Cardholder agrees to immediately report the same by calling CIMB Customer Care at #CIMB (#2462) or to block the card directly from the Mobile App.
- b. The Cardholder shall likewise immediately file an Affidavit of loss (in CIMB prescribed form) personally with the Branch of Account (where the account is maintained). If the loss or theft of the Card occurred on a Saturday, Sunday, legal holiday or on a day or time when CIMB is otherwise closed for business, the report must be made within the next banking day. Prior to receipt by CIMB of Cardholder's report of loss or theft, all transactions generated by the use of the Card shall be deemed conclusively binding upon the Cardholder and CIMB will not be held liable for any loss or damage incurred by the Cardholder.
- c. In case of a compromised Card, where CIMB receives information that the Card number, Card name, Card expiry date have been obtained by an unauthorized source/party, CIMB shall tag the Card as "hot" to prevent its unauthorized use, and CIMB shall immediately notify Cardholder of the situation and issue a new Card for the Cardholder

**101. Unclaimed/Captured Cards**

- a. Unclaimed Cards shall be cut vertically in half across the magnetic stripe after a period of sixty (60) calendar days or two (2) months from the date of receipt by the CIMB Branch where the Cards could have been claimed.

- b. Captured Cards retrieved from the ATM by CIMB shall be destroyed after three (3) days.
- 102. Reporting of ATM crimes**
- a. The Cardholder is encouraged to report occurrences of ATM crimes (e.g. robbery, vandalism) to CIMB by calling CIMB Customer Care at #CIMB (#2462). In case the Card and/or the Account is suspected by CIMB or government authorities to be involved in ATM crimes or fraud cases, the Cardholder expressly consents to and hereby authorizes the sharing or disclosure by CIMB to the public at large and/or to government authorities of information relative to such ATM crimes or fraud cases in order to deter and prevent proliferation thereof.
- 103. ATM/POS/Online/Web Merchants Network**
- a. The Cardholder understands that the Card may be used in ATMs/POS terminals of CIMB and the ATM Network Participants and Online/Web Merchants.
- b. The Cardholder agrees that CIMB does not have control over the ATM Network Participants through which the Cardholder may access the Account, their ATMs, their procedures or controls in regard to data/information processing. Hence, CIMB shall not be liable for any loss or damage of whatever kind or nature incurred by the Cardholder as a result of or in connection with (i) the use or delay in the use of his/her Card or inability to avail himself/herself of or delay in the availability of any ATM service due to disruption, breakdown or failure of the ATMs of ATM
- c. Network. Participants and Online/Web Merchants, communication facilities linking the same, or (ii) unauthorized or fraudulent access or utilization of the Card or any ATM service. The Cardholder understands and agrees that transactions coursed through any of these networks shall be subject to transaction fees as determined by CIMB and the ATM Network Participants and Online/Web Merchants through which the transactions are coursed.
- 104. Access to ATM/POS/Online/Web Merchants located outside the Philippines**
- a. CIMB cards bearing the MasterCard/Visa logo can be used to make withdrawals/payment transactions at MasterCard/Visa ATMs/POS/Online/ Web Merchants located at countries outside the Philippines, from/involving his/her Account in the Philippines. Any withdrawal/payment transaction made by the Cardholder outside the Philippines through the use of the Card against his/her Account in the Philippines constitutes a disbursement from said Account in the Philippines and a remittance to the country where the withdrawal/payment transaction was effected, and shall, therefore be subject to the applicable laws, government rules and regulations of both the Philippines and the country where the withdrawal/payment transaction is made.
- b. Cash withdrawals/payment transactions outside the Philippines using the Card shall be in the currency allowed by the institution which owns the ATM/POS and Online/Web Merchants from where the withdrawal/payment transaction was made and up to the maximum amount permitted by and subject to other limitations imposed by that institution. Cash withdrawals/payment transactions are also subject to any exchange controls, regulations or limitations in effect in the country where the ATM/POS/Online/Web Merchant is situated and will be converted at the exchange rate prevailing at the time of the transaction. Transactions shall be subject to transaction fees as determined by CIMB and the international network through which the transaction was coursed. Such transaction fees shall be subject to the exchange rate prevailing at the time of the transaction. Applicable foreign exchange mark-up rate is also applied to cover service fee and assessment fees charged by MasterCard/Visa
- 105. Accredited Establishments**
- a. CIMB has an agreement with MasterCard/VISA whereby the Card bearing the MasterCard/VISA label shall be honored at all MasterCard/VISA accredited establishments worldwide at all times. However, CIMB shall not be liable to the Cardholder if, for any reason, such MasterCard/VISA accredited establishment does not honor the Card. The Cardholder agrees to hold CIMB free and harmless from any and all claims or liabilities as a result of the refusal of any MasterCard/VISA accredited establishment to honor the Card.
- b. The Cardholder shall not hold CIMB responsible for any defective product or service purchased through the use of the Card or for any dispute between the Cardholder and the establishment.
- 106. Limitations**
- a. The Cardholder agrees not to use the Card for the purchase of items/goods, the importation of which into the Philippines is subject to the provisions of CB Circular 1384, as amended, and all other circulars, laws, rules and regulations pertaining to importation.
- b. The Cardholder agrees and warrants that the proceeds of Card withdrawals abroad shall not be used for foreign investments or for the payment of foreign loans or for any other purpose in violation of any existing foreign exchange rules and regulations.
- 107. Notices Change of Address and Other Data**
- a. Unless otherwise provided herein, any and all notices and communications required or allowed to be given under these Terms and Conditions shall be in writing and sent to the Cardholder at the address or any of the addresses indicated in this application form. Notices shall be deemed received by the Cardholder on the date of receipt, if delivered personally, after fifteen (15) days from posting, if sent by mail, or on the date of transmission, if by facsimile or electronic mail. The Cardholder shall immediately notify CIMB of any change in his address, as well as other data previously indicated in this application form. Until CIMB is notified of such change, it will continue to use the information and data on file with it.
- 108. Fees and Charges.**
- a. CIMB may, from time to time, upon giving notice, impose fees and charges for the use of the Card. The cardholder hereby authorizes CIMB to debit his/her Account or any other Account which the Cardholder maintains with CIMB for the amount of such fees and charges without need of further notice, demand, act or deed without incurring any liability therefor or as a result thereof. If at any time there are insufficient funds in the said Account/s to cover fees and charges, CIMB may suspend or terminate the use of the Card without CIMB incurring any liability as a result thereof.
- b. Any and all taxes arising from payment of fees and charges hereunder shall be for the account of the Cardholder without incurring any liability therefor or as a result thereof.
- 109. Termination/Suspension of Card Use**
- a. The Cardholder may either request CIMB to terminate or suspend its use of the Card by calling CIMB Customer Care, at #CIMB (#2462) or personally block/terminate the Card using the Mobile App. CIMB shall, on a best efforts basis and to the extent practicable, immediately effect the requested cancellation or termination. The Cardholder shall remain responsible for any transactions made on the Account/s until the time of termination or suspension of the use of the Card.
- b. CIMB may terminate or suspend the Cardholder's use of Card at any time, with or without notice it.
- i. The Cardholder has breached these Terms and Conditions;
  - ii. CIMB learns of the Cardholder's bankruptcy, insolvency, liquidation dissolution, death, incapacity, or other analogous circumstances, or that the Cardholder committed an act of bankruptcy, insolvency, liquidation, dissolution or other analogous acts, or that a bankruptcy or insolvency or other analogous petition has been filed against the Cardholder.
  - iii. If in CIMB's reasonable opinion, the Cardholder's Account/s is/are being mishandled as determined pursuant to CIMB/s existing policies and procedures, or if the Account/s or the Card is being used for any unlawful or illegal activity or transaction;
  - iv. In ease of closure, termination, suspension, garnishment, hold-out or other similar restrictions on the Account/s; or
  - v. CIMB considers that there exist other reasonable grounds to do so.
- c. Any and all accrued but unpaid obligations of the Cardholder to CIMB prior to termination, and terms and conditions hereof which by express terms, shall survive the termination of the Cardholder's right to use the Card.
- 110. Undertaking**
- a. In case of over credit, erroneous credit, failure to debit, erroneous debit, mis-posting, or any error in transaction involving any amount, (any and all of which shall be referred to as

"Amount/s Due to CIMB") to Cardholder's Account/s as appearing in the records/books of CIMB, and for whatever cause such as but not limited to systems error, error in communication facilities, Cardholder hereby agrees and undertakes to immediately return to CIMB the Amount/s Due to CIMB without need of notice or demand, plus any and all expenses, costs and damages which CIMB may have incurred, including penalty interest at CIMB's then prevailing loan rate based on the Amount's Due to CIMB, in connection with the enforcement of CIMB's right to recover and collect the Amount/s Due to CIMB.

For this purpose, Cardholder irrevocably authorizes CIMB/its representatives to effect the debiting of funds from Account/s to the extent of the Amount/s Due to CIMB, without need of further act and deed, and without CIMB/its representatives incurring any liability as a consequence thereof. This is without prejudice to the exercise by CIMB of its right to enforce full recovery and collection of the Amount/s Due to CIMB, in case the Cardholder's Account/s cannot be debited for any reason such as but not limited to insufficient balance, as well as the exercise by CIMB of the legal remedies to which CIMB may be entitled to under the law and this Agreement, including but not limited to immediate cancellation or suspension of the relevant Account/s, civil, criminal, and/or administrative remedies. Pending full recovery or collection by CIMB of the Amount/s Due to CIMB, the Cardholder shall hold the said amount in trust for CIMB. Failure of Cardholder to account for and return the Amount/s Due to CIMB shall give rise to a prima facie presumption of misappropriation or conversion with intent to defraud, on the part of Cardholder.

**111. Cardholder Complaint.**

- a. Any complaint regarding the Card, the Account, and/or transactions using the Card shall be communicated to CIMB Customer Care.

**112. Amendments/Revisions.**

- a. The Cardholder agrees that CIMB shall have the right to add, revise, or amend, in whole or in part, these Terms & Conditions, and the features and functionalities of the Card. Any such addition, revision, or amendment will take effect and become binding on the Cardholder from such time that the same is published, announced or displayed by means of posters duly displayed in a conspicuous place within the premises of CIMB or by any other means of publication or communication as determined by CIMB.

For concerns, call CIMB Customer Care at #CIMB (#2462).