

**GENERAL PROVISIONS ON THE GSAVE ACCOUNT****ACCOUNT OPENING**

1. The GSave Account, herein after referred to as "GSave" or 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 a Filipino and a non-US person, at least nineteen years old, and not suffering from any legal disability upon opening the account.

**GSAVE ACCOUNT FEATURES**

3. The GSave Account will come with two variants, the GSave Lite Account and the GSave Full Account. However, the Depositor cannot open both the GSave Lite Account and the GSave Full Account.
4. The GSave Lite Account is the entrant account, which the Depositor can open through the GCash Platform. By opening the GSave Lite Account, the Depositor confirms to have opted in and acknowledges to have issued a valid and enforceable consent for his personal and sensitive personal information to be shared to and processed by CIMB. Gsave Lite Product Specifications
  - a. Interest rate: As may be determined by CIMB
  - b. Minimum initial deposit: Php 0.00
  - c. Minimum maintaining balance: Php 0.00
  - d. Minimum balance to earn interest: Php 0.01
  - e. Maximum amount per transaction: Php 10,000.00
  - f. Maximum transaction amount per day: Php 10,000.00
  - g. Maximum aggregated deposit amount for 12 months: Php 100,000.00
  - h. Maximum validity period of the account: 12 months
5. Movement of funds
  - a. Subject to the limits set above, the Depositor acknowledges and agrees that deposit to the GSave Lite Account shall be through the GCash Mobile Application via transfer of funds from his GCash wallet to his GSave Lite account.
  - b. Withdrawal transaction from the GSave Lite Account shall also be through the GCash Mobile Application via transfer of funds from his GSave Lite Account to his GCash Wallet
6. The Depositor agrees and give his express consent to CIMB to share his GSave Account balance and transaction history to, and be available and viewed at, the GCash Platform.
7. The Depositor agrees and acknowledges that his GSave Lite Account has a validity period of twelve (12) months from account opening date, with maximum aggregate deposit limit of Php100,000.00. Should the GSave Lite account reach the maximum aggregate deposit limit of Php100,000.00 or the twelve (12) month validity period, whichever comes first, the Depositor agrees to undergo the CIMB Know Your Customer (KYC) process on the CIMB OCTO Mobile Application and upgrade his GSave Lite Account to a GSave Full Account. In the event the Depositor fails to undergo the CIMB KYC process, his GSave Lite Account shall be put on "Blocked" status. GSave Lite Accounts placed on 'Blocked' status shall be allowed withdrawal transactions but no further deposits shall be permitted.
8. Upgrade of GSave Lite to GSave Full
  - a. At any time after opening the GSave Lite Account through the GCash Platform, the Depositor may upgrade his GSave Lite Account to GSave Full Account via the CIMB OCTO Mobile Application and undergoing the full KYC process of CIMB
  - b. Upon the upgrade of GSave Lite Account to a GSave Full Account, the Php100,000 aggregate deposit limit and the 12 months validity period for the GSave Lite Account will no longer apply.
9. Depositors of the GSave 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

**DOCUMENTATION**

10. The Depositor agrees to provide CIMB all the required minimum documents for opening the GSave Lite Account or the Upgraded GSave Full Account, either via the GCash Platform or direct upload to CIMB, as may be applicable.
11. 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.
12. 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**

13. Except for the GSave Lite Account which deposit or fund-in to the account can only be via the GCash Platform, the Depositor(s) agrees that any deposits to be made to GSave Full Account shall also 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 CIMB OCTO Mobile App and the procedures for Cash-In by the CIMB's partners.
14. The initial deposits and the minimum subsequent deposits must be in such amount as may be reasonably determined by CIMB.
15. 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.
16. 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.
17. The Depositor shall be deemed to warrant each time any deposit or withdrawal is made on the account that the Depositor has full and absolute title and right of disposition over all monies, checks and funds in account.
18. 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.

**WITHDRAWALS**

19. Except for the GSave Lite Account which withdrawal or cash-out from the account can only be via the GCash Platform, the Depositor agrees that any withdrawals to be made from the GSave Full account shall also 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.

**LEGAL COMPENSATION CLAUSE**

21. The Depositor shall be jointly and severally as the case may be, liable for the payment of any obligation of Depositor to CIMB.
22. 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.

**SERVICE AND OTHER BANK CHARGES**

23. CIMB is authorized to collect from the Depositor all applicable service charges, penalty charge and other fees the account may incur.
24. 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.
25. 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.
26. Account with zero balance due to service charge or other causes may be closed by the Bank.

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**

27. CIMB should be properly notified via the communication channels provided by the Bank, i.e., Contact Center, 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

28. 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.
29. 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.
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) therefore 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 end of the 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 end of any 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.
36. The interest on the account is calculated as:  
Sample computation:

Account Name	GSave Account
Interest Amount	Average Daily Balance : PHP100,000 No. of days in the month: 30 days Interest rate: 2.00% Withholding tax: 20% <b>Nominal Interest Amount:</b> $((\text{PHP } 100,000 \times 30) / 360) \times 2.00\% = \text{PHP } 166.67$ <b>Withholding Tax Amount:</b> $((\text{PHP } 100,000 \times 30) / 360) \times 2.00\% \times 20\% = \text{PHP } 33.33$ <b>Net Interest Amount:</b> $\text{PHP } 166.67 - \text{PHP } 33.33$ $= \text{PHP } 133.33$

#### DORMANCY AND UNCLAIMED BALANCES

37. GSave Full Accounts including those with Automatic Transfer Facility options which have no financial transaction for at least two (2) years (24 months) shall be classified DORMANT.
38. 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.
39. Dormancy fee shall be charged aside from the maintenance fee for falling below the required minimum monthly Average Daily Balance (ADB).
40. 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

41. 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

42. The depositor hereby confirm that he has read, understood and agreed to be bound by the CIMB Privacy Notice (which is available at the CIMB website and Mobile App) and the clauses herein, as may relate to the processing of his personal information and sensitive personal information.

For the avoidance of doubt, Depositor agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.

43. The Depositor further confirms that he has provided his unconditional consent for G-Xchange, Inc. (GXi) to share his personal and sensitive personal information to CIMB for the purpose of opening a GSave Account (the "Account") and accordingly, has allowed CIMB to verify said information and/or secure other information as may be required by CIMB. The Depositor likewise agreed, and hereby give his unconditional consent, for CIMB to share any information pertinent to his Account to GXi via the GXi's GCash platform, including but not limited to: account balance and transaction records.
44. The depositor has agreed that CIMB may further collect, hold, use, and share his Personal Information pursuant to the Data Privacy Act of 2012 (Republic Act No. 10173) to individual entities within the CIMB Group, 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.
45. In the event the Depositor provides personal, sensitive personal and financial information relating to third parties, including information relating to his next-of-kin and dependents (where you are an individual) or information relating to Depositor's directors, shareholders, officers, individual guarantors and security providers (where you are a corporation), for the purpose of opening or operating his account(s)/facility(ies) with CIMB or otherwise subscribing to CIMB's products and services, the depositor (a) confirms that he had obtained their consent or are otherwise entitled to provide this information to CIMB and for CIMB to use it in accordance with this agreement; (b) agrees to ensure that the personal, sensitive personal and financial information of the said third parties is accurate; (c) agrees to update CIMB in writing in the event of any material change to the said personal, sensitive personal and financial information; and (d) agrees to CIMB's right to terminate this agreement should such consent be withdrawn by any of the said third parties.
46. Where the Depositor instructs CIMB to effect any sort of cross-border transaction (including to make or receive payments), where applicable and allowed, 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 CIMB and/or its agents to enter into any cross-border transaction on his behalf, the depositor agrees to the above said disclosures on behalf of the Depositor and others involved in the said cross-border transaction.
47. Even after Depositor had provided CIMB with any information, Depositor will have the option to withdraw the consent given earlier. In such instances, CIMB shall have 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.
48. CIMB reserves the right to amend this clause from time to time at CIMB's sole discretion and shall provide prior notification to Depositor in writing and place any such amendments at CIMB's websites and/or by placing notices at the banking halls or at prominent locations within CIMB's branches/..
49. For the purposes of this Clause, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies, including CIMB Bank Philippines. The use of the words "us", "we" and "our" are to be read as references to the CIMB Group.
50. This clause shall be without prejudice to any other clause in this Agreement which provides for the disclosure of information.

#### MISCELLANEOUS

51. 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 the 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 the CIMB, its Directors, Officers and Employees in the discharge of their duties in accordance with this law.49. 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).50. 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.
52. In case of extraordinary inflation or deflation of the currency stipulated herein, the provision of Article 1250 of the Civil Code shall not apply. 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.

53. The Depositor may use the following facilities and channels in raising complaints and/or making requests:
  - a. CIMB's Contact Center (#CIMB or #2462)
  - b. Electronic Mail ([hello@cimb.com](mailto:hello@cimb.com))
  - c. Mobile Application
  - d. CIMB website
54. The Depositor agrees to provide CIMB of the necessary information to be used for the investigation and resolution of the complaint and/or processing his request.
55. CIMB shall acknowledge the receipt of the Depositor's complaint and/or request and notify him of the prescribed processing time to resolve the complaint and/or acting on the request, and if necessary and practicable, provide updates on a regular basis.



