

**CIMB BANK PHILIPPINES (“CIMB” or “THE BANK”) TERMS AND CONDITIONS (“TERMS”) OF PERSONAL LOAN (“FACILITY”)**

Applicant to the Facility (“Applicant”) agrees that these Terms are binding and shall govern the use of the Facility granted by the Bank. Any difference between the Facility amount, interest rate or tenure applied for and the amount, interest rate or tenure, as the case may be finally approved by the Bank shall not affect the validity of these Terms. Reference to Facility herein shall be construed as referring to the Facility disbursed by the Bank to the Applicant.

**A. THE FACILITY AND APPLICANT’S ACCOUNT**

1. “Applicant’s Account” or “Account” shall mean the deposit account in which the Applicant has authorized the Bank, as the case may be, to debit or cause to be debited the monthly due amount and other charges related to the Facility.
2. The Applicant hereby warrants that the account number provided or to be provided by him/her to the Bank for the disbursement of the Facility is valid & his/her own personal account.
3. Applicant warrants and represents that he/she is the sole and the Beneficial Owner of the Account. By ‘Beneficial Owner,’ the Applicant declares that he/she ultimately owns and controls the Account.
4. The Bank reserves the right, by giving notice, in writing or electronic means, to the Applicant, to cancel and recall the Facility if the whole of the Facility amount cannot be fully disbursed within fourteen (14) days from the date the Bank sends the Applicant a SMS notification that the Facility (or any part thereof) has been disbursed or such other period as the Bank may in its absolute discretion decide due to incorrect Account number provided by the Applicant or the limit of the Account has been exceeded. Any amount already disbursed to the Applicant shall become immediately due and payable to the Bank together with interest and all other charges related to the Facility. For this purpose, the Applicant hereby authorizes the Bank to debit the Account for such amount owing to the Bank.

**B. COOLING-OFF PERIOD**

5. As may be appropriate, the Applicant is hereby given the right to cancel the Facility no later than two (2) banking days from his/her acceptance of the Terms or from the initial disbursement under the Facility, whichever occurs earlier (the “Cooling-off Period”).
6. The right to the Cooling-off Period can only be exercised once. The Applicant shall notify the Bank in writing of the exercise of such right through any of the available channels under Clause Z (Customer Care Contact Details).
7. Once the Applicant exercises his/her right to the Cooling-Off Period, the Facility is deemed cancelled and the Bank has no further obligation to disburse the loan. If the Applicant exercises such right after the loan proceeds have been disbursed, the Applicant hereby authorizes the Bank to debit the Account for such amount owing to the Bank, net of all taxes paid and reasonable expenses and fees that the Bank has incurred in the administration of the Facility.

**C. INTEREST**

8. The Applicant agrees to pay interest on the Facility at the fixed interest rate agreed upon with the Bank and as stated in the Bank’s Personal Loan contract with the Applicant which is calculated on a daily balance basis and capitalized at the end of each calendar month. The Disclosure Statement is a computer-generated notice issued by the Bank and is to be read together with and shall form part of the agreement governing the Facility.

**D. REPAYMENT**

9. The Facility shall first be used to fully settle any of the Applicant’s existing Personal Loan with the Bank before the balance of the Facility (if any) is disbursed to the Applicant.
10. The Applicant shall repay the Facility and the interest charged to the Facility in the monthly instalment amount and by the number of instalments and tenure agreed upon with the Bank and as stated in the Disbursement Notice.
11. All payments must be made to the Bank without any set-off or any deduction of any taxes payable in connection with or arising out of this

agreement or withholding of any description. If the law requires any deduction from the payment, the Applicant shall increase the payment to the Bank so that the net amount received by the Bank is equal to the full amount which the Bank would have had received if no such deductions have been made.

12. The first monthly instalment shall be payable on the first day of the calendar month following the date of full disbursement of the Facility or on such other date as shall be fixed from time to time by the Bank..
13. The Applicant hereby irrevocably authorizes the Bank, as the case may be, to debit or cause to be debited from time to time the Applicant’s Account with the Bank without further prior notice to the Applicant, for the monthly instalment and for any other charges related to the Facility. The said direct debit shall be subject to the following terms and conditions:-
14. The Applicant undertakes to ensure that sufficient funds are kept in the Applicant’s Account to meet the instalment payment. The Applicant further acknowledges that the Bank will not be liable for defamation and/or for breach of contract and/or for any losses, damages, expenses, costs or charges whatsoever which may be claimed against the Bank arising from remarks related to payment failure due to insufficient funds as a result of the Bank debiting or causing to be debited the Applicant’s Account pursuant to this authorization. The Bank may levy a charge on all standing instructions on due dates, which may not be refunded even if the instruction is not effected due to insufficient funds.
15. Although the Bank will endeavor to effect such monthly payment, the Bank shall not be held liable if the Bank is unable to effect such monthly payment or to follow such instruction due to any reasons whatsoever which are not attributable to the Bank or which are beyond the Bank’s reasonable control or by virtue of any of the Bank’s operational and/or system errors or malfunctioning unless they arise from and are caused directly by the Bank gross negligence or willful default.
16. This authorization is subject to any arrangement now subsisting or which may hereafter subsist between the Applicant and the Bank in relation to the Applicant or any banking accommodation afforded to the Applicant. All alterations and modifications to the authorization given by the Applicant shall be by way of notice in writing and delivered to the Bank two (2) weeks in advance.
17. The Bank may, at its absolute discretion, conclusively determine the order of priority of payment by it of any money pursuant to this order or any order which has been or may be hereafter given by the Applicant to the Bank or drawn to the Applicant’s Account.
18. In consideration of the Bank arranging for this authorization, the Applicant undertakes to indemnify the Bank against all or any claims, demands, losses, damages, costs, charges and/or expenses which the Bank may incur or sustain by carrying out the Applicant’s instructions unless they arise from and are caused directly by the Bank’s gross negligence or willful default.
19. The Bank may, at its absolute discretion, terminate this authorization as to future payments at any time by giving twenty-one (21) calendar days prior notice in electronic communication to the Applicant.
20. This authorization will remain effective for the protection of the Bank in respect of payments made in good faith notwithstanding the Applicant’s death or bankruptcy until notice of the Applicant’s death or bankruptcy is received by the Bank.
21. The Bank will apply any payment received from the Applicant, firstly for settlement of any fees and charges payable before any instalments in arrears under this Facility. In this regard, Applicant waives his/her rights under Article 1252 of the Civil Code of the Philippines to designate the application of his/her payment. If any amount recovered in enforcement is less than the amount then due, the Bank shall apply that amount in such proportions and order of priority and generally in such manner as it may determine subject to compliance with any rules and guidelines issued by Bangko Sentral ng Pilipinas (BSP) from time to time.
22. The Applicant shall make arrangements to make timely repayments of the Facility even if the Applicant is out of the Philippines.

**E. PREPAYMENT/EARLY SETTLEMENT**

23. Any amount settled shall not subsequently be available for re-drawing.
24. The Applicant may also early settle the full Facility before the end of the financing tenure. Early settlement may be subject to early settlement fee which the Bank may impose or change from time to time.

## F. LATE PAYMENT

25. In addition to the interest payable under the Clause D on Repayment, the Applicant hereby further agrees to pay to the Bank a Late Payment fee at the rate of five per centum (5%) or a minimum Three Hundred Pesos (PHP 300.00), whichever higher, or at such rate as the Bank may from time to time stipulate on overdue instalments and any monies due and remaining unpaid to the Bank, irrespective of whether a demand by the Bank has been made or not from and including the day immediately following the due date.

## G. EXCESS PAYMENT

26. The Bank may apply any excess payment received from the Applicant into the last month payment schedule. However, the excess payment received will not reduce the interest schedule of that month as agreed upon loan application and drawdown.

## H. EVENTS OF DEFAULT

27. The Facility shall remain available to the Applicant except when any of the following circumstances or events occur:
- (i) the Applicant fails or defaults in the payment of the Facility and/or any sum of money payable under these Terms or the Facility, whether formally demanded or not;
  - (ii) the Applicant commits or threaten to commit a default or breach of any covenants, stipulations, terms or conditions contained in these Terms or the documents pertaining to the Facility;
  - (iii) any representation or warranty of the Applicant, these Terms or any documents pertaining to the Facility proves to have been untrue or incorrect as of the date at which it was made or deemed to have been made;
  - (iv) if bankruptcy proceedings are instituted against the Applicant;
  - (v) if the Applicant enters into a voluntary arrangement with its creditor(s);
  - (vi) any indebtedness of the Applicant to the Bank or any other third party from time to time or at any time or if the Applicant may be or become liable to the Bank anywhere on any banking, financing, loan, any other credit facilities or any other account(s) current or otherwise or in any other manner whatsoever including but not limited to liability of the Applicant incurred to the Bank as surety(ies) or guarantor(s) or if default is made in relation to any provisions governing the account(s);
  - (vii) the Applicant has furnished false information or data to the Bank;
  - (viii) in the opinion of the Bank, the Applicant's account with the Bank (including any other accounts the Applicant may have with the Bank) is or has not been operated satisfactorily;
  - (ix) the Applicant becomes insane or mentally incapacitated;
  - (x) a distress or execution is levied or enforced upon any of the Applicant's properties or a trustee, or similar official is appointed over all or a substantial part of his assets;
  - (xi) the Applicant ceases or threatens to cease carrying on his business or transfers or disposes or intends to transfer or dispose of a substantial part of his assets; or
  - (xii) the Applicant alleges that all or a material part of these Terms cease to be of full force or effect; or
  - (xiii) in the reasonable opinion of the Bank, the payment of the Applicant's obligation becomes doubtful for whatever reason; or (xiv) any similar or analogous event or circumstances.
28. If one or more Event of Default occurs, then any time thereafter, if any such event shall then be continuing, the Bank, upon giving seven (7) calendar days' notice, may declare (i) declare the Facility suspended, cancelled or terminated whereupon the obligation of the Bank to make or maintain the Facility shall forthwith suspend, cancel, or terminate, and (ii) declare the entire unpaid principal loan amount then outstanding, all installment fees accrued and unpaid thereon and all other amounts payable under the Facility and related documents required to be executed and/or delivered hereunder to be forthwith due, payable, and defaulted without presentment, demand, protest, or further notice of any kind, all of which are expressly waived by the Applicant.
29. The Bank may in its absolute discretion without notice to Applicant, to offset his/her obligations (including but not limited to monthly payments due, fixed and determinable taxes or charges due from or assumed by Applicant on said interest or other income) against any of Applicant's deposits and other assets coming to the Bank's possession or control or its affiliates.
30. Applicant hereby consents, authorizes and irrevocably constitutes the Bank as his/her attorney-in-fact with full power and authority to inquire about and to immediately assert and exercise its general lien

or legal claim on Applicant's deposits and/or other assets in the possession, custody or control of the Bank and its affiliates and to apply all or part of the deposit, and/or assets to offset Applicant's corresponding obligations. Pursuant to the authority granted to the Bank herein,

Applicant expressly authorizes the disclosure by/of the Bank's affiliates of any information relative to Applicant's funds or properties in their custody in favor of the Bank.

## I. CROSS DEFAULT

31. In the event an Event of Default has occurred, the Bank has the right to recall and demand repayment of all sums owing by the Applicant to the Bank in respect of other facilities granted by the Bank.

## J. INDEMNITY

32. All fees and expenses, attorney's fee and costs (including stamp duty, if any) incurred or expanded by the Bank in relation to or incidental to the provisions and the documentary preparation of this Facility, these Terms and/or the Bank's enforcement of its rights under the Facility shall be payable by the Applicant. In addition to the provisions herein, the Applicant agrees to indemnify the Bank and hold the Bank harmless from and against any payments, losses, costs, charges or expenses whatsoever, legal or otherwise, which the Bank may sustain, suffer or incur as a consequence of the Bank granting and extending the Facility to the Applicant or as a consequence of any default thereunder unless they arise from and are caused directly by the Bank's gross negligence or willful default.
33. The Bank reserves the right to charge the Applicant, and the Applicant shall and hereby undertakes to bear all whatsoever fees and charges imposed by the Bank in any way connected with the Facility and any redemption statement(s) issued or to be issued thereunder.

## K. DISCLOSURE OF INFORMATION

34. All telephone conversations made between the Bank's personnel and the Applicant may be recorded and all electronic communications and electronic transmissions between the Bank and the Applicant may be retained and archived for evidentiary purposes. All transactions confirmed, validated and/or effected by the Applicant (whether verbally, electronically or otherwise) in relation to the Facility shall be deemed final, conclusive and binding on the Applicant.
35. The Applicant hereby agrees and authorizes the Bank to disclose any information relating to the Applicant, the application or these Terms, the security interest and/or the Applicant's affairs or accounts:
- (i) To any of the Bank's agents, service providers, auditors, legal counsel, other professional advisors, security providers, guarantors and to any person in or outside the country who provides any security to secure the Facility and/or is a party to any agreements which may constitute or form the basis of such security interest;
  - (ii) to the Credit Bureau or other relevant authorities to whom such Bureau or authorities the Bank is required to make such disclosure and/or to any authorities having jurisdiction over the Bank;
  - (iii) to any financial institutions with which the Applicant has or propose to have dealings;
  - (iv) to Group Companies whether such Group Companies are residing, carrying on business, incorporated or constituted within or outside the country;
- for facilitating the business, operations, facilities and services of the Bank and/or the Group of Companies which are granted or provided to their customers as the Bank deems fit or appropriate or as required by law or pursuant to any subpoena or order of the court. For purposes of this Clause, "Group Companies" refer to companies which are or which in the future may be companies within the group of the Bank, as well as companies within the CIMB Group.
36. Further, the Bank has the right to share the Applicant's information (excluding information relating to the Applicant's affairs or account) with third parties for strategic alliances, marketing, and promotional purposes as well as for the continuous enhancement of the customer experience in the platform from which the Applicant is applying.
37. The Applicant hereby expressly confirms that the Bank, its officers and agents shall be under no liability in any circumstances whatsoever for furnishing such information whether by reason of any misstatement, error, omission, delay or any matter in connection thereto whatsoever and whether before on or after the date of these Terms unless the same is caused directly by the Bank's gross negligence or willful default.

#### L. CERTIFICATE OF INDEBTEDNESS

38. Any certificate, notice or demand officially issued by the Bank and signed by its authorized and appointed representative or signatory shall be conclusive evidence against the Applicant for all purposes whatsoever including for purposes of legal proceedings in relation to all matters stated in this Terms including the amount due and owing to the Bank by the Applicant. The Bank shall not be questioned on any related account whatsoever, save and except where there is manifest error.

#### M. CHANGES

39. The Bank reserves the right to upon giving at least thirty (30) calendar days prior notice to the Applicant:

- vary the interest rate and/or default interest rate or method of calculation of service fee, fees and other charges, minimum payment due, interest and any other applicable fees, charges, or levies provided for herein for any reason whatsoever (whether arising from the change in the Applicant's risk profile or otherwise) including the effective date of any such change; and
- vary (whether by addition, deletion, modification, amendment or otherwise howsoever) any of these Terms at any time and from time to time (collectively referred to as "Changes").

40. Notification to the Applicant in respect of the Changes shall be effected in the manner or methods of communication as stated in **Clause N (Communication)**. The Changes shall apply on the effective date specified by the Bank in the Bank's notice in accordance with applicable law or regulation.

#### N. COMMUNICATION

41. The Applicant hereby agrees that the Bank shall be entitled to adopt any one or more of the following manner or methods of communication concerning any changes in these Terms, including the effective date of any such change:

- By dispatching the same to the Applicant by courier or email. The communication made by the Bank in accordance with this Clause 41 (i) shall be deemed to have been received by or communicated to the Applicant on the date of delivery; and/or
- By posting a notice in the Bank's premises stating such changes and its effective date of change. The communication made by the Bank in accordance with this Clause 41 (ii) shall be deemed to have been received by or communicated to the Applicant on the date of posting of the notice in the Bank's premises; and/or
- By way of a single publication (print or electronic) in one or more daily newspaper of the Bank's choice of such changes and its effective date of change. The communication made by the Bank in accordance with this Clause 41 (iii) shall be deemed to have been received by or communicated to the Applicant on the date of first publication (print or electronic) in any daily newspaper of the Bank's choice; and/or
- By posting a notice of such changes and its effective date of change to the Applicant by way of an ordinary or registered post to the last known address of the Applicant in the Bank's record. The communication made by the Bank in accordance with this Clause 41 (iv) shall be deemed to have been received by or communicated to the Applicant ten (10) calendar days after the date of posting of the notice to the Applicant by ordinary or registered post; and/or
- By sending notice of such changes and its effective date of change by short message service ("SMS") or electronic mail to the Applicant or by posting the notice of such changes and its effective date of change on the Bank's website, or its Mobile App, or its other official social media platforms. The communication made by the Bank in accordance with this Clause 41 (v) shall be deemed to have been received by or communicated to the Applicant on the date the notice of such changes are sent by SMS or electronic mail to the Applicant or the date such notice of changes are posted to the Bank's website, its Mobile App, or its social media platforms.

42. All notices or communication given by the Applicant to the Bank shall be deemed to have been received by the Bank at the time of actual receipt by the Bank.

- The Bank is irrevocably authorized (but not obliged) to contact and/or notify the Applicant by ordinary post, hand, courier service, facsimile, electronic mail, telephone or any other means of communication as determined by the Bank whereby mail, fax, SMS, voice recording, text or other electronic messages or information are sent to the Applicant's address, e-mail address or mobile phone number or other contact number or particulars on record with the Bank which the Bank deems appropriate.

Notification and/or information sent by post, hand, courier service, facsimile, electronic mail, telephone or any other means of communication as determined by the Bank including by mail, fax, SMS, voice recording, text or other electronic message or information may consist of such information as the Bank deems appropriate and may include (but not be limited to) programs and promotions and or other information of general interest and/or specific to the Applicant. Such service and/or delivery shall be deemed effective: -

- At the time the notices are sent by facsimile, e-mail or other forms of instantaneous communication (including SMS and voice recording).
- The Applicant shall be fully responsible for the security and safekeeping of the information he receives and shall ensure that such notices sent by the Bank are not disclosed to or given access to any other parties ('disclosure to third parties').
- The Bank hereby disclaims all liability to the Applicant for any loss or damage (direct, indirect, special or consequential), loss of business or profits, embarrassments, losses or damages whatsoever arising from the disclosure to third parties or loss or damage of any nature suffered by the Applicant arising from or occasioned by any: -
  - malfunction or defect in the transmission of information for whatever reason;
  - inaccuracy, incompleteness, delay or non-delivery of any information transmitted or wrongful transmission of any information to any third party;
  - wrongful, unauthorized or improper access to, use or interpretation of the information transmitted; and
  - claim for libel or slander arising from the transmission of any information unless they arise from and are caused directly by the Bank's gross negligence or willful default. Such notification may be sent in English or other languages determined by the Bank.

#### O. ACCOUNT SECURITY

43. The Applicant accepts full responsibility for safeguarding the Applicant's own account and be held liable for any transactions on the Facility.

44. In the instance that the security of the Account is compromised, the Applicant must report the incident to the Bank within 24 hours. The Bank will have the right to deactivate the Applicant's account for the specified incident report or request.

45. The Applicant must submit a detailed written report of the incident with supporting documents. The Bank shall decide on Account reactivation based on the validity of the incident report.

#### P. LOST OR STOLEN MOBILE PHONE DEVICE

46. In the event the Applicant's mobile phone device is lost or stolen, the Applicant agrees to immediately report the same by calling any of the available channels under Clause Z (Customer Care Contact Details).

47. The Applicant shall likewise immediately submit proof of loss (in a form acceptable to CIMB) via any of CIMB's customer contact channels. If the loss or theft of the mobile phone device 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 Applicant's report of loss or theft, all transactions shall be deemed conclusively binding upon the Applicant and CIMB will not be held liable for any loss or damage incurred by the Applicant.

48. In case of a compromised Account, where CIMB receives information that the Applicant's account number, mobile number, email address and other Personal Identifiable Information have been obtained by an unauthorized source/party, CIMB shall, without prejudice to such other actions that it may take, freeze or block the Account to prevent its unauthorized use, and CIMB shall immediately notify Applicant of the situation.

#### Q. PROVISIONS ON MOBILE APP AND ELECTRONIC BANKING

49. The Applicant acknowledges that his/her transactions with CIMB, save for ATM transactions, are initiated and processed through the CIMB mobile application ("CIMB Mobile App"). As such, the Applicant agrees to be governed by the processes for initiating and concluding transactions through the CIMB Mobile App. By enrolling at CIMB's Mobile App, the Applicant warrants that (i) he/she is familiar with mobile banking and how transactions are processed therein; (ii) the transactions he/she will initiated, processed and concluded using CIMB's Mobile App shall be for lawful and legitimate purposes only;

- and that (iii) he/she shall not utilize the CIMB Mobile App for any unlawful purpose/s.
50. The Applicant(s) shall nominate a preferred Username, Password and MPIN upon enrollment to the CIMB Mobile App.
  51. The Applicant shall not be allowed to use the Username, Password and MPIN in whole or in part for any purpose, whether legal or illegal, other than as specifically intended to carry out the Applicant's banking transactions via CIMB Mobile App.
  52. The Applicant authorizes CIMB to invalidate the Applicant's Username, Password and MPIN without prior notice. CIMB shall not be held liable for any loss or damage for the invalidation of the Applicant's Username, Password and MPIN
  53. The Applicant is allowed to change the Password and MPIN anytime. The Applicant shall be responsible for keeping the Username, Password and MPIN confidential. The Applicant shall ensure that he/she has exercised reasonable care as to prevent unauthorized access and or/use of the Username, Password and MPIN, this includes, but not limited to, the following:
    - (i) Ensuring that the Applicant has not left the devices from which the Applicant has logged-in unattended and ensure that the Applicant has logged-off the service after each session.
    - (ii) Ensuring that the Username, Password and MPIN is not shared with anyone, including staff of the Bank.
    - (iii) Changing the Password and MPIN regularly or when the Applicant deemed necessary.
  54. CIMB shall have the absolute right to add, suspend, limit, withdraw or cancel any transactions, services and products offered in the CIMB Mobile App.
  55. The Applicant agrees to undertake all the Bank's prescribed security measures in protecting the Applicant's Username, Password and MPIN. 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 Applicant's Username, Password and MPIN.
  56. CIMB shall ensure implementation of security measures to secure the CIMB Mobile App. 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.
  57. The Applicant 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 Applicant's nominated source Accounts without the need for any further authorization or consent of the Applicant.
  58. The Applicant agrees that by enrolling in the CIMB Mobile App, 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.
  59. Transactions carried out via CIMB Mobile App shall be subject to applicable fees and charges at the time of the transaction. CIMB may from time to time upon giving the Applicant a notice, introduce or change fees and charges for the use of the CIMB Mobile App.
  60. When CIMB introduces new services under the CIMB Mobile App, CIMB shall notify and provide the Applicant supplementary terms and conditions.
  61. The Applicant shall authorize CIMB to debit the Applicant's account for the amount of CIMB's fees and charges payable on transactions made via CIMB Mobile App.
  62. 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 Applicant holds with CIMB.
  63. By using the Username, Password and MPIN, the Applicant authorizes CIMB to carry out the transactions that the Applicant(s) has initiated.
  64. The Applicant agrees that the instructions which the Applicant has issued is at all times subject to limits and conditions set by CIMB, in compliance with local laws and regulations.
  65. The Applicant assumes responsibility in checking the transaction record pertaining to any CIMB Mobile App transaction. Should the Applicant have any reason to believe that the records have not been accurately and completely captured by the CIMB Mobile App, the Applicant should immediately notify CIMB through any of the available channels under Clause Z (Customer Care Contact Details).
  66. The Applicant may cancel, revoke, reverse or amend an earlier instruction provided that the request is received before the transaction is executed.
  67. CIMB reserves the right to refuse to carry out any of the Applicant's instructions that are not consistent with CIMB's rules and regulations.
  68. In case where the instructions of the Applicant 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 Applicant.
  69. CIMB shall not be liable for any delay or shortcomings of the third party whom the Applicant has account when CIMB is executing the instruction to them.
  70. 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.
  71. CIMB shall not have any obligations to verify the authenticity of the instruction received from the Applicant through the CIMB Mobile App. CIMB shall give effect to any transactions received from the Applicant(s) electronic banking account.
  72. The Applicant 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.
  73. The Applicant is responsible for verifying and monitoring transaction history details and statements to ensure that there are no unauthorized transactions. Should there be unauthorized transactions or any error in the transactions, the Applicant may contact CIMB through any of the available channels under Clause Z (Customer Care Contact Details).
  74. It is the responsibility of the Applicant 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 Applicant.
  75. 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 the CIMB Mobile App. Such instances include:
    - (i) Disruption, failure or delay in implementation transactions relating to and in connection with the CIMB Mobile App 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.
    - (ii) Loss or damage you may suffer arising out of any improper, fraudulent access or utilization of the CIMB Mobile App due to theft or unauthorized disclosure of Username, Password or MPIN or violation of other security measures with or without Applicant's participation.
    - (iii) Inaccurate, incomplete or delayed information which the Applicant received due to disruption or failure of any communication facilities used for the CIMB Mobile App.
    - (iv) Such other circumstances or reasons which effectively prevent CIMB from implementing the transaction.
  76. CIMB does not warrant the availability of the CIMB Mobile App twentyfour (24) hours a day, seven (7) days a week. In cases of preventive maintenance testing, planned downtime, or any downtime caused by fortuitous events, or analogous circumstances, CIMB shall notify the Depositors in advance of such unavailability, or if advance notification is not possible, at the earliest possible time.
  77. 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 Applicants use or failure or inability to use the CIMB Mobile App.
  78. The Applicant 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, including any and all errors inadvertently committed, resulting to the Bank's failure to effect any instruction via CIMB Mobile App, except to the extent that such loss, liability, claim or damages directly and solely arises from CIMB's own gross negligence or willful misconduct as duly proven in a tribunal of competent jurisdiction.
  79. 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 affected.
  80. The Depositor's Mobile App shall be effective upon Bank's confirmation of the activation of the Depositor's Mobile App and shall remain active until such time that the depositor notifies the Bank, in writing, or any instructions received from the Depositor through any of the available channels under the Customer Care Contact Details.
  81. In case of any complaints and/or disputes arising from the Mobile App, the Applicant may reach CIMB through any of the available channels under Clause Z (Customer Care Contact Details).
  82. Applicants are expected to comply with the CIMB Electronic Banking Consumer Awareness Policies below. The Applicant shall be held responsible for the following:
    - a. Securing Username, Password and MPIN
      - i. Applicant shall not disclose his/her Username, Password and MPIN.

- ii. Applicant should not store Username, Password and MPIN on a computer. iii. Applicant should regularly change the Password and MPIN and avoid easy-to-guess passwords (i.e. birthdate, name)
- a. Applicant should ensure that personal information is private and undisclosed.
- b. Awareness and supervision of transaction history
  - a. Applicant must always check their transaction history details and statements to ensure that there are no unauthorized transactions.
  - b. Applicant should immediately notify CIMB for any discrepancies and unauthorized transactions.
  - c. App Use and Access
    - a. Applicant should ensure that he/she has downloaded, registered, or accessed the correct CIMB Mobile App before doing any online transactions.
    - b. Applicant should only use reputable online app stores to download the CIMB Mobile App. Beware of fake apps that are designed to deceive the general public.
    - c. When possible, Applicant should use data encryption software when sending sensitive customer information.
    - d. Logging-off
  - i. Applicant should ensure that he/she was able to log-off from the CIMB Mobile App and to refrain from leaving their Mobile Phone unattended or unlocked, even if it is a for a short period of time.
  - ii. Applicant should always clear the internet/memory cache and transaction history after logging out from the Mobile App to remove saved account information.
- f. Reviewing Privacy Policies and Disclosure
  - i. During onboarding, Applicants are asked to read the Privacy Notice found in the CIMB Mobile App and on the CIMB website and confirm their understanding prior to completion of the enrollment.
  - ii. Applicants must regularly read the Privacy Notice to keep themselves informed and updated on how CIMB will process, protect and share their personal data.
- g. Other security measures
  - a. Applicant should refrain from sharing their Username, Password or MPIN to any person, third-party, or other entity regardless of the reason.
  - b. Applicant should avoid using public internet connections or unsecured network when conducting banking transactions through the CIMB Mobile App.
  - c. Applicant must not disclose their personal information or their Username, Password or MPIN in any public forum or social media site.
  - d. Applicant must remain vigilant while using their CIMB Mobile App to avoid third-parties from grabbing their mobile phones. Depositors are encouraged to use security screens on their mobile phones to prevent third-parties from viewing their details.

## R. DATA PRIVACY

- 83. The "CIMB Group" consists of CIMB Group Holdings Berhad and all its related companies, including CIMB Bank PH.
- 84. The Applicant hereby confirms that he/she has read, understood and agreed to be bound by the Bank's Privacy Notice (which is available at the CIMB website and Mobile App) and the clauses herein, as may relate to the processing of the Applicant's personal information and sensitive personal information. For the avoidance of doubt, Applicant agrees that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms.
- 85. The Applicant unconditionally allowed the Bank to verify said information and/or secure other information as may be required by the Bank 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.
- 86. The Applicant has agreed that the Bank, directly or through its partners, may collect, hold, use, and share his/her Personal and Sensitive Personal Information pursuant to the Data Privacy Act of 2012 (Republic Act No. 10173), such as name, age, photographs, fingerprints, other biometric data (e.g., facial recognition and voice recognition), mobile number/s, mobile phone usage data, mobile device usage data, employment details, income, financial data, financial profile, credit standing, loan payment history, and other information required in the application form, to (i) individual entities within the CIMB Group; (ii) Bank's merchants; and (iii) Strategic Partners for as long as his/her records and Personal and Sensitive 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 the Bank, such as and for: processing for credit investigation, credit scoring, data analytics, collection, automated processing of the loan, collecting, data profiling, direct marketing of products and services of the Bank and its Partners.

- 87. In the event the Applicant provides personal, sensitive personal and financial information relating to third parties, including information relating to his/her next-of-kin and dependents, the Applicant (a) confirms that he/she has obtained their consent or are otherwise entitled to provide this information to the Bank and for the Bank 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 the Bank in writing in the event of any material change to the said personal, sensitive personal and financial information; and (d) agree to the right of the Bank to terminate this Facility should such consent be withdrawn by any of the said third parties.
- 88. The Bank may at any time and from time to time now and/or in the future carry out the necessary reference checks including but not limited to credit reporting/reference checks with credit reporting/reference agencies and/or from any financial institution to enable the Bank to ascertain the Applicant's status as may be required to help make decisions, for example when the Bank needs to (a) check details on applications for credit and credit-related or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of the Applicant's portfolio(s); recover debts; and/or any purpose related to or in connection with the account/facility under these Terms. The Applicant will be linked by credit reporting/reference agencies to any other names the Applicant uses or has used, and any joint and several applicants. The Bank may also share information about the Applicant and how the Applicant manages his/her account(s)/facility(ies) with relevant credit reporting/reference agencies.
- 89. The Applicant further agrees that the Bank shall not in any event be liable for any claim, loss, damage (financial and otherwise), injuries, embarrassments or liability howsoever arising whether in contract, tort, negligence, strict liability or any basis (including direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings) arising from any inaccuracy or loss, deletion or modification of data or for any other reasons whatsoever relating to any information forwarded by the Bank to such credit reporting/reference agencies and/or such other party, as the case may be, or in relation to any access or use, or the inability to access or use by such credit reporting/reference agencies and/or such other party or reliance on the information contained therein, whether caused by any technical, hardware or software failure of any kind, the interruption, error, omission, delay, viruses or otherwise howsoever unless the same is caused directly by the Bank's gross negligence or willful default.
- 90. This Clause shall be without prejudice to any other clause in these Terms which provides for the disclosure of information.

## S. SUCCESSORS BOND

- 91. This Terms shall be binding upon and inure to the benefit of the Bank and the Applicant and their respective estate, heirs, personal representatives, assigns and/or successors-in-title and any other person for the time being deriving title under them. In the event of the Applicant's death, the Applicant's estate, heirs and personal representative are required to repay the outstanding obligations of the Applicant under the Facility from the assets of the estate of the deceased Applicant and no action will be taken against the heirs and personal representative of the deceased Applicant in their personal capacities.

## T. ASSIGNMENT

- 92. The Bank but not the Applicant shall have the right to assign its rights and liabilities under the Facility by notice to the Applicant. In the event that this Facility or the loans made thereunder are subsequently indorsed, assigned, transferred, or otherwise become subject of a similar transaction by the Bank with another institution including the Bangko Sentral ng Pilipinas (BSP), the Applicant gives his/her consent thereto and agrees that this Facility and collaterals (if any) shall serve as security for the obligation of the Bank with such institution. The endorsee, holder, transferee, or assignee shall be entitled to proceed directly against the Applicant.
- 93. Applicant shall be bound to fulfill and perform his/her obligations to the transferee or assignee, including payment of the loans under the Facility in accordance with these Terms. For this purpose, Applicant waives his/her rights under Article 1634 of the Civil Code of the Philippines

94. The liabilities and obligations created by these Terms or any documents pertaining to the Facility shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction, or otherwise, which may be made in the corporate of the Bank.

CIMB is regulated by the Bangko Sentral ng Pilipinas, <https://www.bsp.gov.ph>.

#### **U. RIGHT TO OUTSOURCE DEBT COLLECTION**

95. Subject to and not in derogation of its rights under this Terms, the Bank shall have the right, at its sole discretion, and when it deems necessary to appoint and authorize an agent of its choice and on its behalf to collect all and any sums due to the Bank from the Applicant under these Terms. Such appointment and authorization must be made known to the Applicant at least seven (7) calendar days in advance if the collection of sums due for the account is to be outsourced to a thirdparty debt collection agency. The Bank will inform the Applicant the impact on the Applicant's rights and obligations after the account has been transferred to a third-party debt collection agency or sold to a third party. Under specific circumstances where the Applicant is not contactable, the Bank is considered to have fulfilled the obligation if such notice has been sent to the last known address of the Applicant at least seven (7) calendar days in advance. The Bank shall provide the Applicant with the name and contact details of the appointed third-party debt collection agency or the third party to whom the Bank has outsourced the collection of all and any sums due to the Bank from the Applicant.

#### **V. WAIVERS**

96. No failure, omission or delay on the Bank in exercising any right, power, privilege or remedy accruing to the Bank under this Terms shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence in such default, nor shall any action by the Bank in respect of any default or any acquiescence in any default affect or impair any right, power, privilege or remedy of the Bank in respect of any other or subsequent default.

#### **W. SEVERABILITY**

97. If any of the provisions under this Terms shall become void, illegal or unenforceable in any respect under any law, the validity and enforcement of the remaining provisions shall not be affected or prejudiced in any manner whatsoever.

#### **X. GOVERNING LAW**

98. This Terms shall be subject to, governed by and construed in accordance with laws of the Philippines and the prevailing laws or regulatory requirements or any other provisions or restrictions that may be imposed upon the Bank from time to time by the Bangko Sentral ng Pilipinas (BSP) or such other authority having jurisdiction over the Bank.

99. The parties hereto agree to submit to exclusive jurisdiction of the Courts of Taguig City, Philippines.

100. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

#### **Y. COMPLAINT**

101. In the event of any complaint relating to these Terms and the Facility, and or making inquiry, the Applicant may use the following facilities and channels in Clause Z (Customer Care Contact Details) below.

#### **Z. CUSTOMER CARE CONTACT DETAILS**

102. Phone: For PLDT, Smart, and Talk n Text subscribers, you may call #2462 (#CIMB) or (+632) 8924-2462 on your phone

For Globe and TM subscribers, you may call us on our landline: +6328924-2462. Telco charges apply.

Website Help and Support: [cimbbank.com.ph/gethelp](http://cimbbank.com.ph/gethelp)

CIMB Bank Mobile App: Go to Menu > Help Center > Need Help

Or any other channels that may be provided by CIMB from time to time.