

**GENERAL PROVISION ON DEPOSITS****ACCOUNT OPENING**

1. Fast Plus Account, herein after referred to as the "Account" may be opened subject to the approval of CIMB Bank Philippines Inc. ("CIMB" or "Bank" or "CIMB Bank PH"), 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 and represents that he is the sole and the Beneficial Owner of the Account. By 'Beneficial Owner,' the Depositor declares that he ultimately owns and controls the Account.
3. The Depositor warrants that he/she is not suffering from any legal disability upon opening of the Account.
4. 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**

5. The Depositor agrees to provide CIMB all the required documents for personal accounts, corporations, partnerships, associations or entities.
6. 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.
7. 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**

8. The Depositor agrees that any deposits to be made to the account shall be via the channels provided by the Bank, e.g., 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 mobile application ("CIMB Mobile App") and the procedures for Cash-In by the CIMB's partners.
9. The initial deposit and the minimum subsequent deposits must be in such amount as may be reasonably determined by CIMB.
10. CIMB may, at its reasonable discretion, refuse to accept deposits or at any time return all or part of a deposit together with the interest due.
11. CIMB reserves the right and is authorized, in its sole discretion and without need of your consent but with notice to you, at any time, to hold and/or initiate reversal of a transaction and debit and/or cause the debiting of your Accounts in case (i) a deposit, credit, remittance or any inward flow of funds appears to be due to an error or mistake; (ii) there is a written claim that said transaction is a result of a fraudulent act and there is reason to believe that such deposit, credit, remittance or any inward flow of funds to your Account is attended by error, mistake or is a result of a fraudulent act which you may or may not be a party of; (iii) when the purpose claimed by the party depositing, sending or crediting funds to your Account is contradictory to what you declare and/or have declared as purpose or reason for the deposit or funds transfer; or (iv) such other circumstances or cases analogous or similar to any of the foregoing. In any such event, you agree that CIMB shall not be liable to you or any party for any and all claims, liabilities, costs, payments, damages and expenses, arising from or in connection with CIMB's hold and/or reversal of said deposit or funds transfer transaction. The above shall be without prejudice to CIMB's right to avail of any or all of the remedies set out elsewhere in this Terms.
12. 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 items deposited.
13. 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 the Account.
14. 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.
15. 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 Depositor in the custody of the Bank for the exact amount in question.

**LEGAL COMPENSATION CLAUSE**

16. The Depositor shall be jointly and severally as the case may be, liable for the payment of any obligation of the Depositor to CIMB.
17. CIMB may at its own discretion apply all or any part of the Accounts to the payment in whole or in part of any obligation that may be due to CIMB from the Depositor, without need of notice or demand to the Depositor.

**WITHDRAWALS**

18. 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 or transfer to other banks or electronic money issuers ("fund transfer"). If the withdrawal is made via Cash-out through CIMB's designated partners or electronic fund transfer, 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.
19. 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**

20. CIMB is authorized to collect from the Depositor all applicable service charges, penalty charge and other fees from the Account may incur.
21. CIMB, without need of prior notice, is authorized to deduct all such charges and fees from the account without incurring any liability therefor.
22. 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.
23. An Account with zero balance due to service charges or other causes may be closed by the Bank.
24. It is the responsibility of the Depositor to ensure that there are sufficient funds available in his/her Account(s). Any charges or penalties as a result of unsuccessful transaction due to insufficiency of funds or dormancy of the Account will be charged against the Depositor.
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 personal information (e.g. address, civil status, etc.). CIMB, its officers and employees shall be held free from any harm for any loss, liability, damages, claims and demands arising 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 and registered with CIMB's record.

**ACCOUNT SECURITY**

27. The Depositor accepts full responsibility for safeguarding the Depositor's own Account and be held liable for any transactions on the CIMB Mobile App.
28. In the instance that the security of the Account is compromised, the Depositor must report the incident to the Bank within 24 hours. The Bank will have the right to deactivate the Depositor's Account for the specified incident report or request.
29. The Depositor must submit a detailed written report of the incident and must present proof of Account security. The Bank shall decide on Account reactivation based on the validity of the incident report.

**SUSPENSION OR CLOSURE OF ACCOUNTS**

30. Depositor may close their Account at any time. 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.
31. CIMB may suspend/freeze or terminate the Account without any prior notice if the Depositor has breached these Terms and Conditions, or when CIMB has learned of the Depositor's death, bankruptcy, or if there are insufficient funds to cover payments and instructions, or if CIMB has deemed a reasonable ground to do so. CIMB's foregoing rights include actions authorized under the Anti-Financial Account Scamming Act (AFASA) and relevant BSP regulations thereon, including the temporary holding of funds subject of Disputed Transactions and immediate restriction or suspension of access to Accounts reasonably suspected to be involved in money muling, social engineering schemes, or other prohibited acts under the AFASA.
32. CIMB reserves the right to immediately suspend/freeze or 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 and reasonable 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 such as but not limited to the following (i) the use of the Account by another person other than the Depositor for any purpose, with or without the authority of the Depositor; (ii) the Account was opened under a fictitious name or a false identity, or using the identity or identification documents of another person other than the Depositor; (iii) the Account was sold, or is being sold, loaned or rented by the Depositor for use by other persons other than the Depositor; (iv) or any other similar and analogous activities and transactions; (v) the Account is identified as being used in any money mulling activity, social engineering scheme or for economic sabotage regardless if the Depositor knows of the same or not; or if CIMB perceives, at any time and in its sole and reasonable 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.

**33. Temporary Holding of Disputed Funds and Coordinated Verification under AFASA.**

- a **Authority to Temporarily Hold Funds.** Without prejudice to any other rights hereunder, CIMB may temporarily hold funds that are subject of a Disputed Transaction for up to the period permitted under AFASA and relevant BSP regulations thereon to allow coordinated verification and any other legally required actions.
- b **Coordinated Verification.** CIMB may notify and coordinate with originating and receiving financial institutions, request and share information necessary to verify the Disputed Transaction, and implement measures as may be necessary to trace, hold, and recover funds, subject to applicable confidentiality and data privacy safeguards under AFASA and relevant BSP regulations thereon.
- c **Customer Notification.** CIMB shall notify the Depositor of the temporary holding and provide general information on the verification process and expected timelines as permitted by law and regulation. CIMB may limit disclosure where doing so is required to preserve the integrity of an ongoing investigation or is otherwise restricted by law.
- d **Results; Release or Recovery.** Upon completion of coordinated verification within the prescribed period, CIMB shall release the funds if the transaction is validated or take steps to return the funds to the rightful party or retain funds as may be required by law, lawful order, or regulatory directive.
- e **No Waiver of Rights.** The foregoing is without prejudice to CIMB's right to freeze, suspend, restrict, or close any Account in accordance with these Terms and applicable laws and BSP regulations.

34. CIMB reserves the right to suspend/freeze or close the Account if the Depositor has handled his/her Account in a manner not satisfactory to CIMB. In such event, CIMB may remit to the Depositor the balance of his Account, if any, or otherwise dispose of the same in accordance with these Terms and Conditions.
35. 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 suspension/freezing or closure of the Account(s).
36. CIMB may terminate the Depositor's Account at any time, upon giving written notice, except in instances provided herein where no notice is required.

**INTEREST CREDITS**

37. 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.
38. 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.
39. Interest rates may change when conditions warrant.
40. Dormant Accounts shall not earn any interest while the Account remains dormant. Interest accrual shall start only when the Account is reactivated.

**DORMANCY AND UNCLAIMED BALANCES**

40. Fast Plus Accounts which have no financial transaction for at least two (2) years for Savings Accounts shall be classified DORMANT.
41. 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 (ADB).
42. Dormancy fee shall be charged aside from the maintenance fee for falling below the required minimum monthly Average Daily Balance.
43. 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.

**PROVISIONS ON MOBILE APP AND ELECTRONIC BANKING**

44. The Depositor acknowledges that his transactions with CIMB, save for ATM transactions, are initiated and processed through the CIMB Mobile App. As such, the Depositor agrees to be governed by the processes for initiating and concluding transactions through the CIMB Mobile App. By downloading and using the CIMB's Mobile App, the Depositor warrants that (i) he/she is familiar with mobile 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 Mobile App of CIMB for any unlawful purpose/s.
45. The Depositor(s) shall nominate a preferred Username, Password and MPIN upon enrollment to the CIMB Mobile App.
46. The Depositor shall not be allowed to use the Username, Password or 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 the CIMB Mobile App.
47. The Depositor authorizes CIMB to invalidate the Depositor's Username, Password or MPIN without prior notice. CIMB shall not be held liable for any loss or damage for the invalidation of the depositor's Username, Password or MPIN.
48. The Depositor is allowed to change the Password or MPIN anytime. The Depositor shall be responsible for keeping the Username, Password/PIN confidential. The Depositor shall ensure that he/she has exercised reasonable care as to prevent unauthorized access and or/use of the Username, Password or MPIN this includes, but not limited to, the following:
  - a. Ensuring that the Depositor has not left the devices from which the depositor has logged-in unattended and ensure that the Depositor has logged-off the service after each session.
  - b. Ensuring that the Username, Password or MPIN is not shared with anyone, including staff of the Bank.
  - c. Changing the Password and MPIN regularly or when the Depositor deemed necessary.
49. CIMB shall have the absolute right to add, suspend, limit, withdraw or cancel any transactions, services and products offered in the CIMB Mobile App.
50. The Depositor agrees to undertake all the Bank's prescribed security measures in protecting the Depositor'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 Depositor's Username, Password or MPIN.
51. CIMB shall ensure implementation of security measures to secure the 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.
52. The Depositor agrees that he/she shall nominate any of his/her Account as a nominated payment Account. CIMB, at its own option, may automatically enroll any other Accounts which may be linked with the Depositor's nominated payment Account without the need for any further authorization or consent of the Depositor.
53. The Depositor 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.
54. 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 Depositor a notice, introduce or change fees and charges for the use of the CIMB Mobile App.
55. When CIMB introduces new services under the Mobile App, CIMB shall notify the Depositor of the new or revised terms and conditions within the period stipulated herein.
56. 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 the CIMB Mobile App.
57. In cases the funds are insufficient to cover the fees and charges, CIMB may (i) refuse to carry out a transaction without incurring any liability as a result of such refusal, (ii) overdraw the Account by debiting fees or charges, or (iii) debit any other Account the Depositor holds with CIMB.
58. By using the Username, Password and/or MPIN, the Depositor authorizes CIMB to carry out the transactions that the Depositor has initiated.
59. 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.
60. The Depositor assumes responsibility in checking the transaction record pertaining to any CIMB Mobile App transaction. Should the Depositor have any reason to believe that the records have not been accurately and

- completely captured by the CIMB Mobile App, the depositor should immediately notify CIMB through any of the channels indicated in the Customer Care Contact Details below.
61. The Depositor may cancel, revoke, reverse or amend an earlier instruction provided that the request is received before the transaction is executed.
  62. 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.
  63. 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.
  64. 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.
  65. Any instruction transmitted after the relevant cut-off time shall be posted in the books and records of CIMB on the next business day following the date of the instruction.
  66. CIMB shall not have any obligations to verify the authenticity of the instruction received from the Depositor through the CIMB Mobile App. CIMB shall give effect to any transactions received from the Depositor's electronic banking account.
  67. 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.
  68. 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 any of the channels indicated in the Customer Care Contact Details below.
  69. 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. Such instances include:
    - a. 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.
    - b. Loss or damage a Depositor may suffer arising out of any improper, fraudulent access or utilization of the CIMB Mobile App due to theft or unauthorized disclosure of Usernames, Passwords and 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 the CIMB Mobile App.
    - d. Such other circumstances or reasons which effectively prevent CIMB from implementing the transaction.
  70. CIMB does not warrant the availability of the CIMB Mobile App twenty-four (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.
  71. CIMB shall not be liable for any indirect, incidental or consequential loss, loss of profit or damage a Depositor may suffer or have suffered by reason of the Depositor(s) use or failure or inability to use the CIMB Mobile App.
  72. 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 the CIMB Mobile App, including any and all errors inadvertently committed, any computer related errors resulting to CIMB'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..
  73. 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.
  74. 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 below.
  75. In case of any complaints and/or disputes arising from the CIMB Mobile App, Depositors may call CIMB through its Customer Care Contact Details found below.
  76. The Depositor agrees to comply with measures required and/or recommended under laws, regulations, and under these Terms and Conditions to safeguard his/her personal and financial information, and ensure the security and integrity of his/her financial accounts, including his/her Accounts. In this regard, the Depositor shall:
    - i. Take reasonable steps to protect his/her sensitive identifying information, including usernames, user IDs, passwords, personal identification numbers (PINs), including his/her MPIN, one-time passwords/PINs, and other account credentials or authentication factors. These include using strong and unique passwords, refraining from sharing credentials, using secure devices and secure connections, and exercising caution to avoid falling victim to social engineering schemes. The Depositor is strongly encouraged to regularly update his/her account credentials, including passwords and PINs, and to do so immediately if there is any suspicion of compromise of his/her Account/s;
    - ii. Immediately report any disputed transaction to CIMB Bank PH to facilitate the investigation and perform necessary steps to protect his/her Accounts;
    - iii. Cooperate with CIMB Bank PH in the investigation and verification of disputed transactions. This includes providing any requested information or documentation necessary to support the investigation and mitigate further risk;
    - iv. Comply with the security practices recommended by CIMB Bank PH, including activating available features, such as transaction limits, real-time alerts, and multi-factor authentication, to enhance the security of his/her Account/s;
    - v. Promptly notify CIMB Bank PH of any changes to his/her account information, such as contact details, security preferences, or other relevant details, to ensure that account records remain accurate and up to date; and
    - vi. Regularly read and monitor notifications from CIMB Bank PH. This includes reviewing, in a reasonable and prudent manner, statements of account, CIMB alerts, transaction records, and any communication regarding account security to promptly identify potential issues or unauthorized activities.
  77. Depositors are expected to comply with the following CIMB Electronic Banking Consumer Awareness Policies. The depositor shall be held responsible for the following:
    - a. Securing Username, Password and MPIN
      - i. Depositor shall not disclose his/her Username, Password and MPIN.
      - ii. Depositor should not store Username, Password and MPIN on a computer.
      - iii. Depositor should regularly change the Password and MPIN and avoid simple or easy-to-guess passwords that contain personal data (i.e. birthday, name, etc.)
      - iv. Depositor should ensure compliance with the Bank's Privacy Notice and the Philippine Data Privacy Act of 2012. Ensure that personal information is private and undisclosed.
    - b. Awareness and supervision of transaction history
      - i. Depositor must always check their transaction history details and statements to ensure that there are no unauthorized transactions.
      - ii. Depositor should immediately notify CIMB for any discrepancies and unauthorized transactions.
    - c. App Use and Access
      - i. Depositor should ensure that the he/she has downloaded, registered, or accessed the correct CIMB Mobile App before doing any online transactions.
      - ii. Depositors 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.
      - iii. When possible, depositors should use data encryption software when sending sensitive customer information.
    - d. Log-off or Log-out
      - i. Depositor should ensure that he/she was able to log-off from the CIMB Mobile App before leaving their mobile phone unattended, even if it is 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 to remove saved account information.
    - e. Reviewing the Privacy Notice

- i. During onboarding, Depositors 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. Depositor must regularly read the Privacy Notice to keep themselves informed and updated on how CIMB will process, protect and share their personal data.
- f. Other security measures
  - i. Depositor should refrain from sharing their Username, Password or MPIN to any person, third-party, or other entity regardless of the reason.
  - ii. Depositor should avoid using public internet connections or unsecured network when conducting banking transactions through the CIMB Mobile App. iii. Depositor must not disclose their personal information or their Username, Password or MPIN in any public forum or social media site.
  - iv. Depositor 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.
- 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.

**80. Card activation/ Authentication Process**

**77. Lost or Stolen Mobile Phone Device**

- a. In the event the Depositor's mobile phone device is lost or stolen, the Depositor agrees to immediately report through any of the channels indicated in the Customer Care Contact Details below.
- b. The Depositor 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 Depositor's report of loss or theft, all transactions shall be deemed conclusively binding upon the Depositor and CIMB will not be held liable for any loss or damage incurred by the Depositor.
- c. In case of a compromised Account, where CIMB receives information that the Depositor'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 Depositor of the situation.

- a. To activate the Card, the Cardholder is required to perform the activation and verification digitally through the CIMB Mobile App. After the activation and verification process, the Cardholder will be required to nominate his/her 6-digit transaction Card PIN.
- b. The Cardholder agrees and undertakes to comply with the following authentication procedures, as may be amended or supplemented by CIMB from time to time. (i) ATM transactions: Insert Card and Enter Card PIN (ii) POS transactions - Swipe/Insert Card and enter Card PIN or sign transaction draft/invoice (depending on amount) (iii) Internet/Online Payment transactions - Enter Card Number and provide required information.
- c. The Card 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.
- d. CIMB shall have no liability whatsoever for any loss or damage incurred by the Cardholder arising from any breach of or noncompliance with the provisions of a, b and c above.

**81. Card Transactions**

- a. 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.
- b. 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.

**82. 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 ATMs, 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.

**PROVISIONS ON CIMB ATM DEBIT CARD**

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:

**78. 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 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 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.

**79. 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.

h. Update contact information with CIMB.

**83. Cardholder Information and Consent**

Cardholder authorizes CIMB, its subsidiaries and Affiliates (Related Entities), 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.

**84. 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 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.

**85. 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, as awarded under a final and executory judgment rendered by a court or tribunal of competent jurisdiction.
- 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.

**86. Lost/Stolen/Compromised Cards**

- a. In the event the Card is lost or stolen, the Cardholder agrees to immediately report the same by using any of the available channels found in the Customer Care Contact Details section below or to block the card directly from the CIMB Mobile App.
- b. 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 to prevent its unauthorized use, and CIMB shall immediately notify Cardholder of the situation and issue a new Card for the Cardholder.

**87. 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.

**88. Reporting of ATM crimes**

The Cardholder is encouraged to report occurrences of ATM crimes (e.g. robbery, vandalism) to CIMB through any of the available channels found in the Customer Care Contact Details section below. 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.

**89. ATM/POS/Online/Web Merchants Network**

- a. The Cardholder understands that the Card may be used in 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 their 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 the (i) 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 the ATM 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.

**90. 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

**91. 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.

**92. Limitations**

- a. The Cardholder agrees not to use the Card for the purchase of any prohibited items/goods including those the importation of which is forbidden or restrained in accordance with relevant 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.

**93. Notices Change of Address and Other Data**

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/her address, as well as other data previously submitted. Until CIMB is notified of such change, it will continue to use the information and data on file with it.

**94. 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.

**95. Termination/Suspension of Card Use**

- a. The Cardholder may either request CIMB to terminate or suspend its use of the Card by contacting CIMB through any of the available channels provided in the Customer Care Contact Details section below, or personally block/terminate the Card using the CIMB Mobile App. CIMB shall, on a best effort's 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 this 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.

**96. Undertaking**

In case of over credit, erroneous credit, failure to debit, erroneous debit, misposting, 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.

**97. Cardholder Complaint**

Any complaint regarding the Card, the Account, and/or transactions using the Card shall be communicated to CIMB through any of the channels provided under the Customer Care Contact Details section below.

**98. Amendments/Revisions**

The Cardholder agrees that CIMB shall have the right to add, revise, or amend, in whole or in part, 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 postings duly displayed on the CIMB website or by any other means of publication or communication as determined by CIMB.

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

99. Account/s shall be subject to applicable PDIC laws, rules and regulations including the deposit insurance coverage value per Depositor. 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**

100. The "CIMB Group" consists of CIMB Group Holdings Berhad and all its related companies, including CIMB Bank PH.
101. The Depositor hereby confirm that he/she has read, understood and agreed to be bound by the CIMB's Privacy Notice (which is available at the CIMB website and Mobile App) and the clauses herein, as may relate to the processing of his/her 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 Terms and Conditions.
102. The Depositor acknowledges that under AFASA and relevant BSP regulations thereon, the BSP may inquire into the Account and CIMB may share financial account information with BSP and other authorized agencies notwithstanding the Law on Secrecy of Bank Deposits, the Data Privacy Act of 2012 and its implementing rules and regulations, and related laws when there is a well-founded belief of AFASA violations or as otherwise permitted by law. CIMB may disclose, receive, and process relevant data for such purposes subject to applicable safeguards and documentation requirements.
103. The Depositor has unconditionally allowed CIMB 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 Depositor's Account(s) and/or as may be stipulated under the applicable laws, rules, regulations, guidelines, directives or agreements.
104. The Depositor has agreed that CIMB may collect, hold, use, and share his/her Personal Information pursuant to the Data Privacy Act of 2012 (Republic Act No. 10173) and its Implementing Rules and Regulations to individual entities within the CIMB Group, its merchants and strategic partners for as long as his/her records and personal or 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 CIMB.

105. 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, for the purpose of opening or operating his/her Account(s)/facility(ies) with CIMB or otherwise subscribing to CIMB products and services, the Depositor (a) confirms that he/she have obtained their consent or are otherwise entitled to provide this information to CIMB and for CIMB to use it in accordance with the Privacy Notice and these Terms and Conditions; (b) agree to ensure that the personal, sensitive personal and financial information of the said third parties is accurate; (c) agree to update CIMB in writing in the event of any material change to the said personal, sensitive personal and financial information; and (d) agree to CIMB's right to terminate Depositor's Account should such consent be withdrawn by any of the said third parties.
106. The Depositor hereby grants consent to CIMB to effect any sort of crossborder 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). The Depositor agrees to the above said disclosures on behalf of the Depositor and others involved in the said cross-border transaction.
107. 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 Account or the provision of any product, service, and/or facility(ies) that is/are linked with such information.
108. This clause shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of information.

#### ASSIGNMENT CLAUSE

108. CIMB reserves the right to assign this Account and/or transfer the rights, interests and/or benefits or obligations under this Account to any of its subsidiaries, affiliates or to any bank and/or financial institutions pursuant to any banking merger, amalgamation or reorganization involving CIMB.
109. Depositor shall be bound to fulfill and perform his/her obligations to the transferee or assignee in accordance with these terms and conditions.
110. The liabilities and obligations created by these terms and conditions or any documents pertaining to the Account 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 structure of CIMB.

#### COMMUNICATION

111. The Depositor 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 Depositor by courier or email. The communication made by the Bank in accordance with this Clause 111 (a) shall be deemed to have been received by or communicated to the Depositor 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 111 (b) shall be deemed to have been received by or communicated to the Depositor 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 111 (c) shall be deemed to have been received by or communicated to the Bank 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 Depositor by way of an ordinary or registered post to the last known address of the Depositor in the Bank's record. The communication made by the Bank in accordance with this Clause 111 (d) shall be deemed to have been received by or communicated to the Depositor ten (10) calendar days after the date of posting of the notice to the Depositor 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 Depositor or by posting the notice of such changes and its effective date of change on the Bank's website, or the CIMB Mobile App, or its other

official social media platforms. The communication made by the Bank in accordance with this Clause 111 (e) shall be deemed to have been received by or communicated to the Depositor on the date the notice of such changes are sent by SMS or electronic mail to the Depositor or the date such notice of changes are posted on the Bank's website, its Mobile App, or its social media platforms.

112. All notices or communication given by the Depositor 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 Depositor 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 Depositor'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 Depositor. 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 Depositor 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 Depositor 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 Depositor 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 CIMB's gross negligence or willful default. Such notification may be sent in English or other languages determined by the Depositor.

#### GOVERNING LAW AND VENUE

113. These terms and conditions 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 CIMB.
114. The parties hereto agree to submit to exclusive jurisdiction of the Courts of Taguig City, Philippines. The foregoing, however, shall not limit or be construed to limit the right of CIMB to commence proceedings against the Depositor in any other venue where assets of the Depositor may be found.
115. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

#### MISCELLANEOUS

116. 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. In situations where the Depositor's Account is identified as the beneficiary of funds from alleged suspicious, fraudulent, unauthorized, or illegal transactions, you hereby give your consent to the sharing of relevant information with the originating bank or regulatory bodies or law enforcement agencies, as the case maybe. This includes information such as transaction details, account information, and any other relevant data needed for fraud prevention or investigation. 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.

117. 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).
118. 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.
119. In case of extraordinary inflation or deflation of the currency stipulated herein, the provision of Article 1250 of the Civil Code shall not apply.
120. 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), 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.
121. Any term used under these terms and conditions that are defined under the Anti-Financial Account Scamming Act (AFASA) and its implementing regulations shall be construed in accordance with the definitions provided therein, as the same may be amended and/or supplemented from time to time.
122. Any change in these terms and conditions shall take effect on the effective date specified in the Bank's notice in accordance with applicable law or regulation thru any of the means set forth under the Section on Communication hereof.
123. Should the Depositor disagree with the changes in these terms and conditions, he/she may terminate this deposit agreement without the applicable penalty; provided that there is no legal or contractual impediment in the closure of the Account.

#### COMPLAINT

124. In the event of any complaint relating to these Terms and Conditions, and or making inquiry, the Depositor may contact CIMB using any of the following channels under the Customer Care Contact Details below.
125. The Depositor agrees to provide CIMB of the necessary information to be used for the investigation and resolution of the complaint and/or processing of any request.
126. CIMB shall acknowledge the receipt of the Depositor's complaint and/or request and notify him/her 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.

#### CUSTOMER CARE CONTACT DETAILS

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

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: +632-89242462. 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.

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