

GENERAL PROVISIONS ON TIME DEPOSIT**ACCOUNT OPENING**

1. The Time Deposit Account, herein after referred to as the "Account" is a locked-in savings account powered by CIMB Bank Philippines Inc. ("CIMB" or "Bank" or "CIMB Bank PH") and may be opened subject to the approval of CIMB, after taking into consideration the presentation of references acceptable to CIMB and after verification of applicant's identity and/or authority to open the account. By opening the Account, the Depositor confirms to have opted in and acknowledges to have issued a valid and enforceable consent for his/her personal and sensitive personal information to be shared to and processed by CIMB. The Account features are found in the Product Disclosure Sheet (PDS) posted on CIMB's official website.
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 comply with the eligibility requirements to open an Account as set by the Bank and as may be notified by the Bank from time to time. If a Customer does not meet these eligibility requirements, the Customer will not be allowed to open a Time Deposit Account.
5. If there is a conflict or inconsistency among this Terms and Conditions, the PDS, or the Time Deposit Certificate to be issued to the Customer upon approval of their Account, the provisions of this Terms and Conditions will prevail.
6. Depositor will receive a Time Deposit Certificate upon approval and opening of their Account. The Time Deposit Certificate may be viewed at any time via the CIMB Mobile Application ("CIMB Mobile App").

DOCUMENTATION

7. The Depositor agrees to provide CIMB all the required documents for opening an Account via direct upload to CIMB Mobile App or through any other means as may be officially notified by CIMB.
8. The Depositor authorizes CIMB to obtain and verify the information collected from the Depositor through government agencies or third-party including banks, financial institutions, and credit bureaus.
9. 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

10. The Depositor may create multiple Accounts at the same time up to the maximum allowable Accounts as may be determined by the Bank.
11. The Account will only be accessible via the CIMB Mobile App. Depositors are required to open and maintain an active and unblocked CIMB Savings Account which shall be linked to the Time Deposit Account. Customers may fund their Time Deposit Account only through their nominated and linked Savings Account. The linked Savings Account shall also serve as the settlement account upon maturity date.
12. The Principal Amount initially deposited in the Account must be in such amount as may be determined by CIMB. In this regard, the Depositor agrees and acknowledges that the Account has a specific and determined Term.
13. The Principal Amount is locked in the Time Deposit Account for the agreed upon Term and can only be withdrawn upon maturity, unless otherwise set forth in this Terms and Conditions.
14. CIMB may, at its sole and reasonable discretion, refuse to accept deposits or at any time return all or part of a deposit together with the interest due.
15. 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.

16. The Depositor warrants that he/she has full and absolute title and right of disposition over all monies and funds in the Account.
17. 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.
18. CIMB reserves the right to debit 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 funds of the Depositor in the custody of the Bank for the exact amount in question.

COOLING OFF PERIOD

19. The Depositor may close a Time Deposit Account no later than two (2) calendar days from create date (the "Cooling-off Period").
20. If Depositor closes his/her Account during the Cooling-Off Period, the Bank will remit in full the principal amount deposited in the Account, without interest earnings, to the linked Savings Account.
21. The closure of the Account within the Cooling-Off Period will not incur any additional fees or taxes, unless otherwise notified in writing by CIMB.

CANCELLATION OR PRE-TERMINATION

22. The Depositor is entitled to close their Account any time prior to the end of the Term ("Pre-Termination"). However, the Depositor shall be liable to pay the corresponding Documentary Stamp Tax (DST), Pre-Termination Fee (PTF) and other penalty fees and charges as may be reasonably determined and notified by CIMB to the Depositor from time to time.
23. The full amount of the DST, PTF and other penalty fees and charges shall be deducted from the Principal Amount or Gross Interest Earned of the Account.
24. No partial cancellation of an Account is allowed.

LEGAL COMPENSATION CLAUSE

25. The Depositor shall be liable for the payment of any of his/her obligation to CIMB.
26. CIMB may, at its own discretion and without incurring any liability therefor, apply all or any part of the Account/s to the payment in whole or in part of any obligation that may be due to CIMB from the Depositor.

SERVICE AND OTHER BANK CHARGES

27. CIMB is authorized to collect from the Depositor all applicable service charges, penalty charge and other fees the Account may incur.
28. CIMB, without need of prior notice, is authorized to deduct all such charges and fees from the Account without incurring any liability therefor.
29. Service charges, fees and penalties include, but are not limited to, the following: DST and PTF, Processing Fee, and other fees and charges CIMB may impose from time to time.
30. The method of computing the DST, PTF, Processing Fee, and other fees and charges shall be disclosed but not limited to the following channels: CIMB Mobile App, Website/Product Page, and PDS.
31. CIMB reserves the right to impose new service and maintenance charges and change existing charges within the limits allowed by law or pertinent regulations.

AUTO RENEWAL

32. The Depositor may choose to enable or disable auto-renewal in the CIMB Mobile App until a day before the maturity date. If auto-renewal is not enabled, Account will be automatically closed upon maturity date and the funds shall thereafter be credited to the Depositor's nominated settlement Savings Account.
33. If the auto-renewal option is enabled, the Bank will automatically create a new Account number for the Account with the same Principal Amount and Term. The prevailing interest rate for the Term shall apply upon renewal.
34. The Principal Amount for the renewed Term shall apply based on the selected auto-renewal option such as but not limited to principal and interest, principal only or no auto renewal and subject to the maximum allowable amount prevailing at the time. Any excess shall be credited to the settlement Savings Account.
35. The renewed Account shall be treated as a newly opened Account. However, the services, fees and charges prevailing at the time the Account is renewed shall apply.

36. Certificate of Deposit for renewed Account will be made available upon onboarding or upon request by the Depositor via the CIMB Mobile App.

CHANGE OF PERSONAL INFORMATION OR CIRCUMSTANCES

37. CIMB should be properly notified in writing of any change in the personal information. (e.g., postal address, civil status, etc.). CIMB, its officers and employees shall be held free from any harm for damages, claims and demands from the failure of the Depositor to do so. All correspondence relative to the Account shall be sent to the Depositor's present postal and email addresses indicated in CIMB's record.

ACCOUNT SECURITY

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

SUSPENSION OR CLOSING OF ACCOUNTS

30. 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.
41. 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 muling 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 the Account.

42. **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.

43. 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.
44. In such events as described under Clause 41 to 43 above, CIMB may remit to the Depositor the balance of his Account, which shall first be subject to the deduction of the corresponding DST, PTF, and other penalty fees or charges as may have been incurred by the Depositor, or otherwise dispose of the same in accordance with these Terms and Conditions.
45. 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 the suspension/freezing or closure of the Account(s).
46. CIMB may terminate the Depositor's Account at any time, upon giving written notice, except in instances provided herein where no notice is required.
47. Releasing of the deposit proceeds of a Deceased Depositor shall be subject to Bank's policy.

INTEREST AND CREDITS

48. The Account/s shall earn a fixed interest rate per annum throughout the Term. The interest rate will depend on the Term chosen by the Depositor upon Account opening in accordance with pertinent laws, rules and regulations.
49. Interest shall be computed based on the Principal Amount and will be credited to the Depositor's nominated settlement Savings Account upon maturity date, less of applicable withholding tax, fees, and other charges.
50. Where applicable, effective interest rates may change when conditions warrant.
51. Prevailing interest for the relevant Term will apply on the Account opening date or renewal date, as the case may be.

UNCLAIMED BALANCES

52. Pursuant to the provision of existing laws, all unclaimed balances which represent deposits of money and/or interest accrued thereon held by CIMB for any Depositor who has no further financial transactions for a period of ten (10) years or more shall be reported and, when so ordered, deposited by CIMB to the Treasury of the Philippines, to the credit of the government of the Republic of the Philippines.

PHILIPPINE DEPOSIT INSURANCE CORPORATION (PDIC) RULES

53. Account/s shall be subject to applicable PDIC laws, rules and regulations including 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

54. The "CIMB Group" consists of CIMB Group Holdings Berhad and all its related companies, including CIMB Bank PH.
55. The Depositor hereby confirms that he/she has read, understood and agreed to be bound by the CIMB Privacy Notice (which is available at the CIMB website and CIMB 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.
56. 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.
57. The Depositor has agreed that CIMB may further collect, hold, use, and share his/her personal or sensitive 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, 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.

58. In the event the Depositor provides personal, sensitive personal and financial information relating to third parties, including information relating to his next-of-kin and dependents (where you are an individual) for the purpose of opening or operating his account(s)/facility(ies) with CIMB or otherwise subscribing to CIMB's products and services, the Depositor (a) confirms that he/she has obtained their consent or are otherwise entitled to provide this information to CIMB and for CIMB to use it in accordance with this agreement; (b) agrees to ensure that the personal, sensitive personal and financial information of the said third parties is accurate; (c) agrees to update CIMB in writing in the event of any material change to the said personal, sensitive personal, sensitive personal and financial information; and (d) agrees to CIMB's right to terminate Depositor's Account should such consent be withdrawn by any of the said third parties.
59. The Depositor hereby gives consent to CIMB to effect cross-border transactions (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.
60. Even after Depositor has provided CIMB with any information, Depositor will have the option to withdraw the consent given earlier. In such instances, CIMB shall have the right to discontinue the provision of any product, service, Account(s) and/or facility(ies) that is/are linked with such information.
61. This clause shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of information.

ASSIGNMENT CLAUSE

61. 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.
62. Depositor shall be bound to fulfill and perform his/her obligations to the transferee or assignee in accordance with this Terms and Conditions.
63. The liabilities and obligations created by this 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.

GOVERNING LAW AND VENUE

64. 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.
65. 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.
66. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

MISCELLANEOUS

67. Pursuant to the Implementing Rules and Regulation (IRR) of R.A. 9160 (AntiMoney Laundering Act of 2001), as amended, the Depositor(s) grants irrevocable and unconditional authority to the CIMB to report to the AntiMoney 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.
68. 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)
69. CIMB shall not be held liable for any loss or damage that may be incurred by the Depositor 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.

70. In case of extraordinary inflation or deflation of the currency stipulated herein, the provision of Article 1250 of the Civil Code shall not apply.
71. 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.
72. 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.
73. Any change in this 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.
74. 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.

PROVISIONS ON MOBILE APP AND ELECTRONIC BANKING

74. The Depositor acknowledges that his/her 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 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 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.
75. The Depositor(s) shall nominate a preferred Username, Password and MPIN upon enrollment to the CIMB Mobile App.
76. 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.
77. 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.
78. 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:
- Ensuring that the Depositor has not left the devices on which the Depositor has logged-in unattended and ensure that the Depositor has logged-off the service after each session.
 - Ensuring that the Username, Password or MPIN is not shared with anyone, including staff of the Bank.
 - Changing the Password and MPIN regularly or when the Depositor deems necessary.
79. CIMB shall have the absolute right to add, suspend, limit, withdraw or cancel any transactions, services and products offered in the CIMB Mobile App. 80. 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.
81. 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.
82. 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.
83. 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.

84. Transactions carried out via the 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.
85. When CIMB introduces new services under the CIMB Mobile App, CIMB shall notify the Depositor of the new or revised terms and conditions within the period stipulated herein.
86. 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.
87. 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.
88. By using the Username, Password and/or MPIN, the Depositor authorizes CIMB to carry out the transactions that the Depositor has initiated.
89. 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.
90. 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.
91. The Depositor may cancel, revoke, reverse or amend an earlier instruction provided that the request is received before the transaction is executed.
92. 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.
93. 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.
94. 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.
95. 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.
96. 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 CIMB electronic banking account.
97. 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.
98. 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.
99. 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:
 - 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.
100. 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 Depositor in advance of such unavailability, or if advance notification is not possible, at the earliest possible time.
101. 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) or failure or inability to use the CIMB Mobile App.
102. 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.
103. 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.
104. The Depositor's Mobile App shall be effective upon Bank's confirmation of the activation of the Depositor's CIMB 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.
105. 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.
106. 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.
107. 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

default. Such notification may be sent in English or other languages determined by the Depositor.

COMPLAINT

110. In the event of any complaint relating to this 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.
111. 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.
112. 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

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>.