

**CIMB BANK PHILIPPINES ("CIMB" or "THE BANK") TERMS AND CONDITIONS ("TERMS") OF GCREDIT ("FACILITY")****CUSTOMER CONFIRMATION AND DECLARATION**

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

**A. ACCOUNT**

1. "Applicant's Account" shall mean the deposit account in which the Applicant has authorized the Bank, as the case may be, to debit or cause to be debited the monthly due amount and other charges related to the Facility.
2. Applicant warrants and represents that he/she is the sole and the Beneficial Owner of the Account. By 'Beneficial Owner,' the Applicant declares that he/she ultimately owns and controls the Account.

**B. APPLICATION AND INFORMATION**

3. All information provided in the application form and the supporting documents submitted through the GCash app and/or other accredited channels by Applicant must be accurate, true and correct.
4. Applicant authorizes and allows the Bank to validate the submitted information with available information on the Applicant's accounts, credit information, and credit status from applicable entities, banks and financial institutions, and credit bureaus such as but not limited to G-Xchange, Inc. and BAP Credit Bureau, Inc., and other institutions as may be indicated by the Applicant on the application form.
5. Applicant allows data holders, controllers, and processors of the information from the foregoing sources to confirm, release and verify the existence, truthfulness, and/or accuracy of such information to the Bank.
6. The Applicant agrees that the information he/she provides in the GCash app can be used by G-Xchange, Inc. to pre-fill any of the Applicant's future loan application in the GCash app with any of G-Xchange, Inc.'s partners.
7. Any incorrect information provided by the Applicant will result in the delay or disapproval of the application.
8. The Bank reserves the right to terminate the Facility and demand immediate payment of any outstanding amount, in accordance with law, if the Bank finds at any time that the Applicant submitted or provided any incorrect information, misrepresentation, or misleading information that if known to the Bank at the time of application would cause the Bank to reconsider or review the application further or outright disprove the application.

**C. GENERAL TERMS**

9. The Bank has the right to cancel or deny the application if Applicant fails to reply or submit their feedback within the specified period of time.
10. The Bank has the sole right to increase or decrease the Applicant's credit limit and interest rate.
11. The Bank also has the right to offer Applicant different product features/services and/or promos based on but not limited to Applicant's use of or transaction history with GCredit and GCash, GScore, market conditions, credit records from other financial institutions, and other partner data.
12. The Applicant hereby acknowledges and agrees that the loan proceeds shall be used strictly for education, hospitalization, emergency, travel, household and other personal consumption needs only. The Applicant further represents and warrants that the loan proceeds will not be utilized for any commercial, investment, or illegal activities and will not be used to finance any enterprise, trade,

or profit-generating venture. The Bank reserves the right to verify the use of proceeds and may require supporting documentation. In the event that the Bank determines, at its sole and reasonable determination, that the loan proceeds have been or are being used for purposes other than general-purpose consumption by the Applicant, the Bank reserves the right to:

- a immediately suspend or terminate the Applicant's credit facility;
  - b declare the entire outstanding obligation due and demandable; and/or
  - c take any other legal or remedial action available under applicable laws and regulations.
13. The Applicant hereby acknowledges and agrees that the loan proceeds shall be used strictly for education, hospitalization, emergency, travel, household and other personal consumption needs only. The Applicant further represents and warrants that the loan proceeds will not be utilized for any commercial, investment, or illegal activities and will not be used to finance any enterprise, trade, or profit-generating venture. The Bank reserves the right to verify the use of proceeds and may require supporting documentation. In the event that the Bank determines, at its sole and reasonable determination, that the loan proceeds have been or are being used for purposes other than general-purpose consumption by the Applicant, the Bank reserves the right to:
    - a immediately suspend or terminate the Applicant's credit facility;
    - b declare the entire outstanding obligation due and demandable; and/or
    - c take any other legal or remedial action available under applicable laws and regulations.
  14. The Bank retains the sole right to terminate Applicant's GCredit account as well as determine, modify, change, increase or decrease Applicant's GCredit limit without notice to the Applicant and without incurring any liability.

**D. AVAILMENT AND INTEREST**

13. After being approved, Applicant may use GCredit by (a) scanning the QR code of authorized merchants using the GCash mobile app to pay for goods or services, (b) paying authorized billers of GCash using the GCash mobile app, or (c) paying authorized online merchants for purchases of goods and services.
14. Applicant will receive an SMS notification for every successful transaction made.
15. Applicant warrants to transact only with reputable online merchants for purchases made through online platforms.
16. In using GCredit, Applicant agrees and acknowledges that he/she is solely and fully accountable for transactions that he/she makes using the Facility, whether in online platforms or in other platforms where Applicant is authorized to use GCredit as a payment option.
17. Applicant agrees to hold the Bank free and harmless from any and all claims for damages as a result of any unauthorized transaction in the Applicant's Account, and for claims or disputes that Applicant may have against a partner merchant.
18. Applicant agrees to pay interest on the Facility at the fixed interest rate agreed upon with the Bank and as stated in the Application form (as can be seen in the GCash App) of the Applicant. The interest will be calculated on a daily balance basis and capitalized at the end of each billing cycle (the "Statement of Account").
19. The Statement of Account is a computer-generated notice issued by the Bank and must be read together with and shall form part of these Terms governing the Facility.
20. All of Applicant's transactions are subject to interest charges, computed by multiplying the applicable interest rate by the end of day outstanding balance) of Applicant's transactions.

**E. REPAYMENT**

21. The Applicant shall repay the Facility, the interest and or the fees charged to the Facility, if any, as agreed upon with the Bank and as stated in the Statement of Account that will be sent to Applicant via email to the email the Applicant submitted during your application. Applicant, hereby acknowledge the integrity of the billing statement as an

electronic document pursuant to the provisions of the Electronic Commerce Act and agree to pay on due date any amount stated without need for presentation of signed documents. The billing statement generated by system on all your availment(s), outstanding balance and payment shall be conclusive upon the lapse of twenty (20) calendar days from your receipt via email if no error has been reported.

22. All payments must be made to the Bank without any set-off or any deduction of any taxes payable in connection with or arising out of this agreement or withholding of any description. If the law requires any deduction from the payment, the Applicant shall increase the payment to the Bank so that the net amount received by the Bank is equal to the full amount which the Bank would have had received if no such deductions have been made.
23. The billed amount shall be payable on the due date depending on customer's billing cycle of the Facility or on such other date as shall be fixed from time to time by the Bank.
24. The Applicant hereby irrevocably authorizes the Bank, as the case may be, to debit or cause to be debited from time to time the Applicant's Account with the Bank or GCash without further prior notice to the Applicant, for the billed amount and for any other charges related to the Facility. The said direct debit shall be subject to the following terms and conditions:-

- (i) The Applicant undertakes to ensure that sufficient funds are kept in the Applicant's Account to meet the instalment payment. The Applicant further acknowledges that the Bank will not be liable for any losses, damages, expenses, costs or charges whatsoever which may be claimed against the Bank arising from remarks placed on payment failure due to insufficient funds as a result of the Bank debiting or causing to be debited. the Applicant's Account pursuant to this authorization provided that said remarks are compliant with existing regulations. The Bank may levy a charge on all standing instructions on due dates, which may not be refunded even if the instruction is not effected due to insufficient funds.
- (ii) Although the Bank will endeavor to effect such payment immediately but not more than 120 days, the Bank shall not be held liable if the Bank is unable to effect such monthly payment or to follow such instruction due to any reasons whatsoever which are not attributable to the Bank or which are beyond the Bank's reasonable control or by virtue of any of the Bank's operational and/or system errors or malfunctioning unless they arise from and are caused directly by the Bank gross negligence or willful default.
- (iii) This authorization is subject to any arrangement now subsisting or which may hereafter subsist between the Applicant and the Bank in relation to the Applicant or any banking accommodation afforded to the Applicant. All alterations and modifications to the authorization given by the Applicant shall be by way of notice in writing and delivered two (2) weeks in advance.
- (iv) The Bank may, at its absolute discretion, conclusively determine the order of priority of payment by it of any money pursuant to this order or any order which has been or may be hereafter given by the Applicant to the Bank or drawn to the Applicant's Account.
- (v) In consideration of the Bank arranging for this authorization, the Applicant undertakes to indemnify the Bank against all or any claims, demands, losses, damages, costs, charges and/or expenses which the Bank may incur or sustain by carrying out the Applicant's instructions unless they arise from and are caused directly by the Bank's gross negligence or willful default.
- (vi) The Bank may, at its absolute discretion, terminate this authorization as to future payments at any time by giving twenty one (21) calendar days prior notice in electronic communication to the Applicant.
- (vii) This authorization will remain effective for the protection of the Bank in respect of payments made in good faith notwithstanding the Applicant's death or bankruptcy until notice of the Applicant's death or bankruptcy is received by the Bank.

25. The Bank will apply any payment received from the Applicant, firstly for settlement of any fees and charges payable before any billed amount (interest then principal) in arrears under this Facility. If any amount

recovered in enforcement is less than the amount then due, the Bank shall apply that amount in such proportions and order of priority and generally in such manner as it may determine subject to compliance with any rules and guidelines issued by Bangko Sentral ng Pilipinas (BSP) from time to time.

26. The Applicant shall make arrangements to make timely repayments of the Facility even if the Applicant is out of the Philippines.

#### F. LATE PAYMENT

27. In addition to the interest payable under Clause D, the Applicant hereby further agrees to pay to the Bank late payment fee at the rate of:

| No of day past due | Late Fees Amount   |
|--------------------|--------------------|
| 1 day              | PHP 200            |
| 31 days past due   | additional PHP 300 |
| 61 days past due   | additional PHP 400 |
| 91 days past due   | additional PHP 600 |

or such rate as the Bank may from time to time stipulate on overdue amount and any monies due and remaining unpaid to the Bank irrespective of whether a demand by the Bank has been made or not from and including the day immediately following the due date.

#### G. EVENTS OF DEFAULT

28. The Facility shall remain available to the Applicant except when any of the following circumstances or events occur:
  - (i) The Applicant fails or defaults in the payment of the Facility and/or any sum of money payable under these Terms, whether formally demanded or not;
  - (ii) The Applicant commits or threatens to commit a default or breach of any covenants, stipulations, terms or conditions contained in these Terms or the documents pertaining to the Facility;
  - (iii) Any representation or warranty of the Applicant, these Terms or any documents pertaining to the Facility is proved to be untrue or incorrect as of the date at which it was made or deemed to have been made;
  - (iv) If bankruptcy proceedings are instituted against the Applicant;
  - (v) If the Applicant enters into a voluntary arrangement with his/her creditor(s);
  - (vi) Any indebtedness of the Applicant to the Bank or any other third party from time to time or at any time, or if the Applicant may be or becomes liable to the Bank anywhere on any banking, financing, loan, any other credit facilities or any other account(s) current or otherwise ("the account(s)"), or in any other manner whatsoever including but not limited to liability of the Applicant incurred to the Bank as surety(ies) or guarantor(s) or if default is made in relation to any provisions governing the Account(s);
  - (vii) The Applicant has furnished false information to the Bank after availing the Facility;
  - (viii) In the sole opinion and discretion of the Bank, the Applicant's account with the Bank (including any other accounts the Applicant may have with the Bank) is or has not been operated satisfactorily;
  - (ix) The Applicant becomes insane or otherwise mentally-incapacitated;
  - (x) A distress or execution is levied or enforced upon any of the Applicant's properties or a trustee, or similar official is appointed over all or a substantial part of his assets;
  - (xi) the Applicant ceases or threatens to cease carrying on his/her business or transfers or disposes or intends to transfer or dispose of a substantial part of his assets; or
  - (xii) the Applicant alleges that all or a material part of these Terms ceases to be of full force or effect; or

- (xiii) if in the opinion of the Bank, the payment of his/her obligation becomes doubtful for whatever reason; or
  - (xiv) any similar or analogous event or circumstances.
29. If one or more Event of Default occurs, the Bank may declare that the Facility provided to the Applicant or any part thereof is withdrawn or terminated by giving seven (7) calendar days' notice, in writing or by other electronic means, to the Applicant. The outstanding Facility amount together with any interest thereon and all other monies payable to the Bank under the Facility shall be due and payable after seven (7) calendar days from receipt of the Bank's notice.
30. The Bank may, in its absolute discretion and without notice to Applicant, offset Applicant's obligations (including but not limited to payments due, fixed and determinable taxes or charges due from or assumed by Applicant on said interest or other income) against any of Applicant's deposits and other assets coming to the Bank's possession, or registered GCash Wallets/Accounts.
31. Applicant hereby consents, authorizes, and irrevocably vests upon the Bank full power and authority to exercise and put a general lien or legal claim on Applicant's deposits and/or other assets in the possession, custody or control of the Bank and its affiliates and to apply all or part of the deposit, and/or assets to offset Applicant's corresponding obligations. Pursuant to the authority granted to the Bank herein, Applicant expressly authorizes the disclosure by/of the Bank's affiliates of any information relative to Applicant's funds or properties in their custody in favor of the Bank.

#### **H. CROSS DEFAULT**

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

#### **I. INDEMNITY**

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

#### **J. DISCLOSURE OF INFORMATION**

35. All telephone conversations made between the Bank's personnel and the Applicant may be recorded and all electronic communications and electronic transmissions between the Bank and the Applicant may be retained and archived for evidentiary purposes. All transactions confirmed, validated and/or effected by the Applicant (whether verbally, electronically or otherwise) in relation to the Facility shall be deemed final, conclusive and binding on the Applicant.
36. The Applicant hereby agrees and authorizes the Bank to disclose any information relating to the Applicant, the application or these Terms, the security interest and/or the Applicant's affairs or accounts:
- (i) To any of the Bank's agents, service providers, auditors, legal counsel, other professional advisors, security providers, guarantors and to any person in or outside the country who provides any security to secure the Facility and/or is a party to any agreements which may constitute or form the basis of such security interest;

- (ii) to the Credit Bureau or other relevant authorities to whom such Bureau or authorities the Bank is required to make such disclosure and/or to any authorities having jurisdiction over the Bank;
  - (iii) to any financial institutions with which the Applicant has or propose to have dealings;
  - (iv) to Group Companies whether such Group Companies are residing, carrying on business, incorporated or constituted within or outside the country;
- for facilitating the business, operations, facilities and services of the Bank and/or the Group of Companies which are granted or provided to their customers as the Bank deems fit or appropriate or as required by law or pursuant to any subpoena or order of the court. For purposes of this Clause, "Group Companies" refer to companies which are or which in the future may be companies within the group of the Bank, as well as companies within the CIMB Group.
37. Further, the Bank has the right to share the Applicant's information (excluding information relating to the Applicant's affairs or account) with third parties for strategic alliances, marketing, and promotional purposes as well as for the continuous enhancement of the customer experience in the platform from which the Applicant is applying.
38. The Applicant hereby expressly confirms that the Bank, its officers and agents shall be under no liability in any circumstances whatsoever for furnishing such information whether by reason of any misstatement, error, omission, delay or any matter in connection thereto whatsoever and whether before on or after the date of these Terms unless the same is caused directly by the Bank's gross negligence or willful default.

#### **K. CERTIFICATE OF INDEBTEDNESS**

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

#### **L. CHANGES**

40. The Bank reserves the right to upon giving at least thirty (30) calendar days prior notice to the Applicant:
- (a) vary the interest rate and/or default interest rate or method of calculation of service fee, fees and other charges, minimum payment due, interest and any other applicable fees, charges, or levies provided for herein for any reason whatsoever (whether arising from the change in the Applicant's risk profile or otherwise) including the effective date of any such change; and
  - (b) vary (whether by addition, deletion, modification, amendment or otherwise howsoever) any of these Terms at any time and from time to time (collectively referred to as "Changes").
41. Notification to the Applicant in respect of the Changes shall be effected in the manner or methods of communication as stated in **Clause M (Communication)**. The Changes shall apply on the effective date specified by the Bank in the Bank's notice in accordance with applicable law or regulation.

#### **M. COMMUNICATION**

42. The Applicant hereby agrees that the Bank shall be entitled to adopt any one or more of the following manner or methods of communication concerning any changes in these Terms, including the effective date of any such change:
- (i) By dispatching the same to the Applicant by courier or email. The communication made by the Bank in accordance with this Clause 36 (i) shall be deemed to have been received by or communicated to the Applicant on the date of delivery; and/or
  - (ii) 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 36 (ii) shall be deemed to have been

- received by or communicated to the Applicant on the date of posting of the notice in the Bank's premises; and/or
- (iii) 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 36 (iii) shall be deemed to have been received by or communicated to the Applicant on the date of first publication (print or electronic) in any daily newspaper of the Bank's choice; and/or
- (iv) By posting a notice of such changes and its effective date of change to the Applicant by way of an ordinary or registered post to the last known address of the Applicant in the Bank's record. The communication made by the Bank in accordance with this Clause 36 (iv) shall be deemed to have been received by or communicated to the Applicant ten (10) calendar days after the date of posting of the notice to the Applicant by ordinary or registered post; and/or
- (v) By sending notice of such changes and its effective date of change by short message service ("SMS") or electronic mail to the Applicant or by posting the notice of such changes and its effective date of change on the Bank's website, or its Mobile App, or its other official social media platforms. The communication made by the Bank in accordance with this Clause 36 (v) shall be deemed to have been received by or communicated to the Applicant on the date the notice of such changes are sent by SMS or electronic mail to the Applicant or the date such notice of changes are posted to the Bank's website, its Mobile App, or its social media platforms.
43. All notices or communication given by the Applicant to the Bank shall be deemed to have been received by the Bank at the time of actual receipt by the Bank.
- (i) The Bank is irrevocably authorized (but not obliged) to contact and/or notify the Applicant by ordinary post, hand, courier service, facsimile, electronic mail, telephone or any other means of communication as determined by the Bank whereby mail, fax, SMS, voice recording, text or other electronic messages or information are sent to the Applicant's address, e-mail address or mobile phone number or other contact number or particulars on record with the Bank which the Bank deems appropriate.
- Notification and/or information sent by post, hand, courier service, facsimile, electronic mail, telephone or any other means of communication as determined by the Bank including by mail, fax, SMS, voice recording, text or other electronic message or information may consist of such information as the Bank deems appropriate and may include (but not be limited to) programs and promotions and or other information of general interest and/or specific to the Applicant. Such service and/or delivery shall be deemed effective: -
- (ii) At the time the notices are sent by facsimile, e-mail or other forms of instantaneous communication (including SMS and voice recording).
- (iii) The Applicant shall be fully responsible for the security and safekeeping of the information he receives and shall ensure that such notices sent by the Bank are not disclosed to or given access to any other parties ('disclosure to third parties').
- (iv) The Bank hereby disclaims all liability to the Applicant for any loss or damage (direct, indirect, special or consequential), loss of business or profits, embarrassments, losses or damages whatsoever arising from the disclosure to third parties or loss or damage of any nature suffered by the Applicant arising from or occasioned by any: -
- malfunction or defect in the transmission of information for whatever reason;
  - inaccuracy, incompleteness, delay or non-delivery of any information transmitted or wrongful transmission of any information to any third party;
  - wrongful, unauthorized or improper access to, use or interpretation of the information transmitted; and
  - claim for libel or slander arising from the transmission of any information unless they arise from and are caused directly by the Bank's gross negligence or willful default. Such notification may be sent in English or other languages determined by the Bank.

- Ensuring that the Username, Password or MPIN is not shared with anyone, including staff of the Bank.
  - Changing the Password and PIN regularly or when the Applicant deemed necessary.
55. CIMB shall have the absolute right to add, suspend, limit, withdraw or cancel any transactions, services and products offered in the CIMB mobile application ("CIMB Mobile App").
56. The Applicant agrees to undertake all the Bank's prescribed security

#### **N. ACCOUNT SECURITY**

44. The Applicant accepts full responsibility for safeguarding the Applicant's own account and be held liable for any transactions on the Facility.
45. In the instance that the security of the Account is compromised, the Applicant must report the incident to the Bank within 24 hours. The Bank will have the right to deactivate the Applicant's account for the specified incident report or request.
46. The Applicant must submit a detailed written report of the incident and must present proof thereof. The Bank shall decide on Account reactivation based on the validity of the incident report.

#### **O. LOST OR STOLEN MOBILE PHONE DEVICE**

47. In the event the Applicant's mobile phone device is lost or stolen, the Applicant agrees to immediately report the same by calling any of the available channels under Clause Z (Customer Care Contact Details).
48. The Applicant shall likewise immediately submit proof of loss (in a form acceptable to CIMB) via any of CIMB's customer contact channels. If the loss or theft of the mobile phone device occurred on a Saturday, Sunday, legal holiday or on a day or time when CIMB is otherwise closed for business, the report must be made within the next banking day. Prior to receipt by CIMB of Applicant's report of loss or theft, all transactions shall be deemed conclusively binding upon the Applicant and CIMB will not be held liable for any loss or damage incurred by the Applicant.
49. In case of a compromised Account, where CIMB receives information that the Applicant's account number, mobile number, email address and other Personal Identifiable Information have been obtained by an unauthorized source/party, CIMB shall, without prejudice to such other actions that it may take, freeze or block the Account to prevent its unauthorized use, and CIMB shall immediately notify Applicant of the situation.

#### **P. PROVISIONS ON MOBILE APP AND ELECTRONIC BANKING**

50. The Applicant acknowledges that his/her transactions with CIMB are initiated and processed through the CIMB Mobile App. As such, the Applicant agrees to be governed by the processes for initiating and concluding transactions through the CIMB Mobile App. By downloading and using the CIMB's Mobile App, the Applicant warrants that (i) he/she is familiar with mobile banking and how transactions are processed therein; (ii) the transactions he will initiated, processed and concluded using CIMB's Mobile App shall be for lawful and legitimate purposes only; and that (iii) he/she shall not utilize the CIMB Mobile App for any unlawful purpose/s.
51. The Applicant(s) shall nominate a preferred Username, Password and MPIN upon enrollment to the CIMB Mobile App.
52. The Applicant 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.
53. The Applicant authorizes CIMB to invalidate the Applicant's Username, Password and MPIN without prior notice. CIMB shall not be held liable for any loss or damage for the invalidation of the Applicant's Username, Password or MPIN.
54. The Applicant is allowed to change the Password or MPIN anytime. The Applicant shall be responsible for keeping the Username, Password/PIN confidential. The Applicant 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 Applicant has not left the devices from which the Applicant has logged-in unattended and ensure that the Applicant has logged-off the service after each session.
- measures in protecting the Applicant's Username, Password and MPIN. CIMB shall not be held liable against all claims, losses, damages or expenses including legal cost, that may arise from breach in confidentiality of the Applicant's Username, Password and MPIN.
57. 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.
58. The Applicant agrees that he/she shall nominate any of his/her Account as a nominated payment Account. CIMB, at its option, may automatically enroll any other Accounts which may be linked with the Applicant's nominated payment Accounts without the need for any further authorization or consent of the Applicant.
59. The Applicant agrees that by enrolling in the CIMB Mobile App, other products under his/her name such as, but not limited to, loans may automatically be viewable. CIMB, however, reserves the right, at its discretion, to require any enrollment in select products, services and facilities as it may deem fit and appropriate.
60. 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 Applicant a notice, introduce or change fees and charges for the use of the CIMB Mobile App.
61. When CIMB introduces new services under the CIMB Mobile App, CIMB shall notify the Applicant of the new or revised terms and conditions within the period stipulated herein.
62. The Applicant shall authorize CIMB to debit the Applicant's account for the amount of CIMB's fees and charges payable on transactions made via the CIMB Mobile App.
63. In cases where the funds are insufficient to cover the fees and charges, CIMB may (i) refuse to carry out the transaction without incurring any liability as a result of such refusal, (ii) overdraw the account by debiting fees or charges (iii) debit any other Account the Applicant holds with CIMB.
64. By using the Username, Password and/or MPIN, the Applicant authorizes CIMB to carry out the transactions that the Applicant has initiated.
65. The Applicant agrees that the instructions which the Applicant has issued is at all times subject to limits and conditions set by CIMB, in compliance with local laws and regulations.
66. The Applicant assumes responsibility in checking the transaction record pertaining to any CIMB Mobile App transaction. Should the Applicant have any reason to believe that the records have not been accurately and completely captured by the CIMB Mobile App, the Applicant should immediately notify CIMB through any of the available channels under Clause Z (Customer Care Contact Details).
67. The Applicant may cancel, revoke, reverse or amend an earlier instruction provided that the request is received before the transaction is executed.
68. CIMB reserves the right to refuse to carry out any of the Applicant's instructions that are not consistent with CIMB's rules and regulations.
69. In case where the instructions of the Applicant require third party approval, CIMB's obligation to perform such transaction would be subject to the approval and consent of the third party obtained by the Applicant.
70. CIMB shall not be liable for any delay or shortcomings of the third party whom the Applicant has account when CIMB is executing the instruction to them.
71. Any instruction transmitted after the relevant cut-off time shall be posted in the books and records of the Bank on the next business day following the date of the instruction.
72. CIMB shall not have any obligations to verify the authenticity of the instruction received from the Applicant through the CIMB Mobile App. CIMB shall give effect to any transactions received from the Applicant(s) electronic banking account.
73. The Applicant shall ensure that the information provided/supplied is accurate. CIMB shall not be responsible and liable for any inaccurate information that may lead to failure of transactions.
74. The Applicant is responsible for verifying and monitoring transaction history details and statements to ensure that there are no unauthorized transactions. Should there be unauthorized transactions or any error in the transactions, the Applicant may contact CIMB through any of the available channels under Clause Z (Customer Care Contact Details).
75. It is the responsibility of the Applicant to ensure that there are sufficient funds available in his accounts. Any charges or penalties as a result of unsuccessful transaction due to insufficiency of funds or dormancy of the account will be the sole responsibility of the Applicant.
76. CIMB shall not be liable for any loss or damage of whatever nature (including without limitation, charges and or penalties which may be imposed by third parties) in connection with the implementation of transactions via the CIMB Mobile App. Such instances include:
- (i) Disruption, failure or delay in implementation transactions relating to and in connection with the CIMB Mobile App which are due to circumstances beyond the control of CIMB fortuitous events such as but not limited to prolonged power outages, breakdown in computers and communication facilities, typhoons, floods, public disturbances and calamities and other similar or related cases.
  - (ii) Loss or damage Applicant may suffer arising out of any improper, fraudulent access or utilization of the CIMB Mobile App due to theft or unauthorized disclosure of Username, Password and MPIN or violation of other security measures with or without Applicant's participation.
  - (iii) Inaccurate, incomplete or delayed information which the Applicant received due to disruption or failure of any communication facilities used for the CIMB Mobile App.
  - (iv) Such other circumstances or reasons which effectively prevent CIMB from implementing the transaction.
77. 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 Applicants in advance of such unavailability, or if advance notification is not possible, at the earliest possible time.
78. CIMB shall not be liable for any indirect, incidental or consequential loss, loss of profit or damage Applicant may suffer or have suffered by reason of the Applicants use or failure or inability to use the CIMB Mobile App.
79. The Applicant agrees to hold CIMB, its stockholders, directors, officers, employees and representatives free and harmless, as well as indemnify them, from any and all liabilities, claims, damages, suits of whatever nature, arising out of or in connection with the implementation of the CIMB Mobile App, including any and all errors inadvertently committed, 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..
80. 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.
81. The Applicant's Mobile App shall be effective upon Bank's confirmation of the activation of the Applicant's Mobile App and shall remain active until such time that the Applicant notifies the Bank, in writing, or any instructions received from the Applicant through any of the available channels under the Customer Care Contact Details below
82. In case of any complaints and/or disputes arising from the Mobile App, the Applicant may reach CIMB through any of the available channels under the Clause Z (Customer Care Contact Details).
83. Applicants are expected to comply with the CIMB Electronic Banking Consumer Awareness Policies. The Applicant shall be held responsible for the following:
- (i) Securing Username, Password and MPIN
    - a. Applicant shall not disclose his/her Username, Password and MPIN.
    - b. Applicant should regularly change the Password and MPIN or easy-to-guess passwords that contain personal data (i.e. birthday, name, etc.)
    - c. Applicant 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.
  - (ii) Awareness and supervision of transaction history

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

**Q. PRIVACY**

- 84. The Applicant hereby confirm that he/she has read, understood, and agreed to be bound by the Bank Privacy Notice (which is available at the CIMB website, GCash Website and Mobile App) and the clauses herein, as may relate to the processing of the Applicant's personal information and sensitive personal information. For the avoidance of doubt, Applicant agrees that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms.
- 85. The Applicant unconditionally allowed the Bank to verify said information and/or secure other information as may be required by the Bank and to provide appropriate regulatory and administrative agencies and/or authorities and/or the CIMB Bank Berhad, its affiliates or branches, any information pertinent to the Applicant's account(s) and/or as may be stipulated under the applicable laws, rules, regulations, guidelines, directives or agreement.
- 86. The Applicant has agreed that the Bank, directly or through its partners, may collect, hold, use, and share his/her Personal Information and

Sensitive Personal Information pursuant to the Data Privacy Act of 2012 (Republic Act No. 10173), such as name, age, photographs, fingerprints, other biometric data (e.g., facial recognition and voice recognition), mobile number/s, mobile phone usage data, mobile device usage data, employment details, income, financial data, financial profile, credit standing, loan payment history, and other information required in the application form, to (i) individual entities within the CIMB Group; (ii) Bank's merchants; and (iii) Strategic Partners for as long as his/her records and Personal and Sensitive Personal Information are required and/or allowed by law to be retained and processed, whether for his/her protection or for the protection and pursuit of the legitimate interests and/or business purposes of the Bank, such as and for: processing for credit investigation, credit scoring, data analytics, collection, automated processing of the loan, collecting, data profiling, direct marketing of products and services of the Bank and its Partners.

- 87. By providing his/her information in the application, Applicant agrees to let the Bank and/or its affiliates and partners process the Applicant's personal profile, credit information, and other pertinent information as applicable to Banks and Financial Institutions, and Credit Bureaus such as but not limited to G-Xchange, Inc and BAP Credit Bureau, Inc, and other institutions as may be indicated by the Applicant on the application form.
- 88. In the event the Applicant provides personal, sensitive personal and financial information relating to third parties, including information relating to his/her next-of-kin and dependents, the Applicant (a) confirms that he/she has obtained their consent or are otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with this agreement, (b) agree to ensure that the personal, sensitive personal and financial information of the said third parties is accurate, (c) agree to update the Bank in writing in the event of any material change to the said personal, sensitive personal and financial information, and (d) agree to the right of the Bank to terminate this Facility should such consent be withdrawn by any of the said third parties.
- 89. The Bank may at any time and from time to time now and/or in the future carry out the necessary reference checks including but not limited to credit reporting/reference checks with credit reporting/reference agencies and/or from any financial institution to enable the Bank to ascertain the Applicant's status as may be required to help make decisions, for example when the Bank needs to (a) check details on applications for credit and credit-related or other facilities, (b) manage credit and credit-related accounts or facilities, including conducting reviews of the Applicant's portfolio(s), recover debts, and/or any purpose related to or in connection with the account/facility under these Terms.
- 90. The Applicant will be linked by credit reporting/reference agencies to any other names the Applicant uses or has used, and any joint and several applicants. The Bank may also share information about the Applicant and how the Applicant manages his/her account(s)/facility(ies) with relevant credit reporting/reference agencies.
- 91. The Applicant further agrees that the Bank shall not in any event be liable for any claim, loss, damage (financial and otherwise), injuries, embarrassments or liability howsoever arising whether in contract, tort, negligence, strict liability or any basis (including direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings) arising from any inaccuracy or loss, deletion or modification of data or for any other reasons whatsoever relating to any information forwarded by the Bank to such credit reporting/reference agencies and/or such other party, as the case may be, or in relation to any access or use, or the inability to access or use by such credit reporting/reference agencies and/or such other party or reliance on the information contained therein, whether caused by any technical, hardware or software failure of any kind, the interruption, error, omission, delay, viruses or otherwise howsoever unless the same is caused directly by the Bank's gross negligence or willful default.
- 92. The Applicant hereby understand and agree that the Bank shall have the right to retain all documents submitted in connection with your GCredit application for a period of time required to comply with applicable laws, rules and regulations, as well as to use the information contained in said documents for legitimate business purposes such as

processing any application or request for availment of any product and/or service which the Bank, or its subsidiaries and affiliates, may offer, improving existing products and services, credit investigation and scoring, advertising and promoting new products and services. The aforementioned consents and authorizations shall continue for as long as any outstanding balances covered in this GCredit Terms and Conditions remains unpaid. Moreover, the Bank can keep and use all records necessary for taxation, accounting, and/or any legitimate purpose for a period of time as may be allowed by applicable laws.

93. This clause shall be without prejudice to any other clause in these Terms which provides for the disclosure of information.

#### **R. SUCCESSORS BOND**

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

#### **S. ASSIGNMENT**

95. The Bank but not the Applicant shall have the right to assign its rights and liabilities under the Facility by notice to the Applicant. The liabilities and obligations created by these Terms or any documents pertaining to the Facility shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction, or otherwise, which may be made in the constitution of the Bank.

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

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

#### **U. WAIVERS**

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

#### **W. SEVERABILITY**

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

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

99. This Terms shall be subject to, governed by and construed in accordance with laws of the Philippines and the prevailing laws or regulatory

requirements or any other provisions or restrictions that may be imposed upon the Bank from time to time by the Bangko Sentral ng Pilipinas (BSP) or such other authority having jurisdiction over the Bank.

100. The parties hereto agree to submit to exclusive jurisdiction of the Courts of Taguig City, Philippines.
101. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

#### **Y. COMPLAINT**

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

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

##### **103. GCash**

Chatbot: you may chat with the GCash chatbot, Gigi, on the GCash Website to get instant information or connect with a support agent

Website: you may create a ticket through the GCash Help Center page on the GCash website: [help.gcash.com/hc/en-us](https://help.gcash.com/hc/en-us)

In-app: you may create a ticket through the GCash Help Center page on the GCash app

Hotline: For Globe and TM (toll-free) - Call 2882

For other networks\* - Call (02) 7213-9999

*\*Toll charges may apply*

##### **104. CIMB**

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: +632-8924-2462. Telco charges apply.

Website Help and Support: [cimbbank.com.ph/gethelp](https://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>.