

CIMB BANK PHILIPPINES (“CIMB” or “THE BANK”) TERMS AND CONDITIONS (“TERMS”) OF LAZPAYLATER POWERED BY CIMB (“FACILITY”)**CUSTOMER CONFIRMATION AND DECLARATION**

Applicant to the Facility (“Applicant” or “Customer”) 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. The Product Disclosure Sheet on the Facility published by the Bank, the Credit Agreement with Disclosure Statement, which is a computer-generated notice issued by the Bank, must be read together with, and shall form integral parts of these Terms.

Reference to “Facility” or “LazPayLater” herein shall be construed as referring to the loan disbursed by the Bank to the Applicant.

1. THE FACILITY

- 1.1. The Facility is a Buy-Now-Pay-Later (BNPL) product funded by CIMB and used solely for purchases of goods and services in the mobile application of Lazada E-Commerce Philippines, Inc. (“Lazada App”) under a Deferred Payment Program. LazPayLater is a credit payment method found in the Lazada digital platforms such as the Lazada App that allows qualified users to shop now and up to 45 days later with interest or avail of an installment plan of up to 12 months.
- 1.2. Applicant acknowledges and agrees that Lazada acts as an intermediary to bring together the Bank and the Applicant for the provision of the Facility.
- 1.3. The Applicant may draw from the Facility once CIMB approves the application.
- 1.4. Applicant acknowledges and agrees that the use of the Facility will incur interest and any other fees and charges that will be charged to the Applicant’s Account.
- 1.5. The Bank has the sole and absolute discretion to determine, assign, and modify the credit limit under the Facility to the Applicant. The Applicant agrees and acknowledges that determination of this limit is absolute, final, and binding.
- 1.6. The Bank also has the right to block certain transaction type that will prevent Applicant from utilizing the credit limit under the Facility.
- 1.7. The Facility shall continue to exist until all outstanding amount/s owed by the Applicant to the Bank is fully paid or unless otherwise terminated or cancelled by the Bank in accordance with these Terms.

2. THE ACCOUNT

- 2.1. “LazPayLater Account” or “Account” refers to the account applied for by the Applicant in the Lazada App to avail of the Facility.
- 2.2. Applicant warrants and represents that he/she is the sole and the Beneficial Owner of the LazPayLater Account. By ‘Beneficial Owner,’ the Customer declares that he/she ultimately owns and controls the LazPayLater Account.

3. ACCOUNT SECURITY

- 3.1. Applicant accepts full responsibility for safeguarding his/her own Account and shall be held liable for any transactions on the Facility.
- 3.2. If the security of the Account is compromised or believed to be in danger of being compromised, the Applicant must submit a detailed written report of the related incident and must present proof thereof to the Bank within twenty-four (24) hours from knowledge of the related incident.
- 3.3. The Bank will have the right to deactivate the Applicant’s Account if, through the Bank’s sole and reasonable discretion, it is deemed necessary. The Bank shall decide on Account reactivation based on the validity of the incident report.

4. APPLICANT INFORMATION AND APPLICATION

- 4.1. To use the Facility, Applicant must first register as a user on the Lazada App by filling out the application form. Applicant must provide all requested information on the application form and submit all requested supporting documents, as may be necessary.
- 4.2. The Applicant declares and affirms that all information provided in the application form and the supporting documents submitted through the Lazada App or directly to the Bank are true, correct, and updated and the said documents are genuine, accurate, complete, and duly executed.
- 4.3. Any incorrect information provided will result in delay or disapproval of the Application. If the Applicant provides any incorrect information, misrepresentation, or misleading information that, if known to the Bank at the time of application, would cause the Bank to disapprove or reject the application, the Bank may demand immediate payment of any outstanding amount in accordance with the law.
- 4.4. The Bank, its subsidiaries, its affiliates, and third-party vendors may send short messaging services (SMS), mobile and/or email alerts/messages to the Applicant for the purpose of confirming Applicant’s application, as well as any/all information submitted.
- 4.5. The Bank determines the Applicant’s qualification for the Facility by credit investigation, credit scoring, credit check with credit bureaus, and other means. By proceeding and submitting the application, the Applicant consents to the processing of the following information by the Bank:
 - i. Personal data and profile, including personal and sensitive personal information as defined under the Philippine Data Privacy Act of 2012 and its implementing rules and regulations;
 - ii. Credit information;
 - iii. Data usage records;
 - iv. Voice calling data records;
 - v. SMS sending and receiving records;
 - vi. CIMB bank balance and transactional records;
 - vii. Borrower status; or
 - viii. Other similar and analogous information as may be required and allowed under law.from CIMB PH, third-party service providers and partners, applicable banks, credit bureaus, and other financial institutions that may have been indicated on the application form by the Applicant.
- 4.6. Applicant explicitly authorizes and allows the Bank to validate the submitted information with available information from Applicant’s other accounts, credit information, or credit status with applicable entities, banks and financial institutions, and credit bureaus such as but not limited to Lazada, BAP Credit Bureau, Inc., Credit Information Corporation (CIC), and other institutions as may be indicated by the Applicant on their application form. Pursuant to this, Applicant explicitly allows and gives consent to 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 CIMB.
- 4.7. Upon successful application, the Bank shall inform the Applicant via electronic communication of the approved credit limit, interest rate, and details of the Facility.
- 4.8. In the case that the application is not approved, the Bank is not obligated to disclose the reason for the disapproval.
- 4.9. The Applicant agrees that the information he/she provides in its application can be used by the Bank to pre-fill any of the Applicant’s future applications in the CIMB Mobile Application (“CIMB Mobile App” or “Mobile App”).
- 4.10. The Bank has the right to cancel or deny the application if Applicant fails to reply or submit his/her feedback within the specified period.

5. AVAILMENT, INTERESTS AND OTHER CHARGES

- 5.1. The Facility can only be used in the Lazada App in accordance with these Terms and the Terms of Use of LazPayLater issued by Lazada. Applicant agrees to use the Facility for the sole

purpose of purchasing goods and services available in the Lazada App.

1. 5. 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:
 - (i) immediately suspend or terminate the Applicant's credit facility;
 - (ii) declare the entire outstanding obligation due and demandable; and/or
 - (iii) take any other legal or remedial action available under applicable laws and regulations.
- 5.3. Applicant agrees that CIMB and/or Lazada may contact him/her in relation to his/her use of the Facility, including but not limited to any the application, order checkout, disbursement, billing, repayment, collection of overdue Account and other matters related to the Facility.
- 5.4. Applicant undertakes to transact only with reputable online merchants for purchases made through the Lazada App.
- 5.5. Applicant agrees and acknowledges that he/she is solely and fully accountable for transactions that he/she makes using the Facility.
- 5.65. 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 or Lazada, as the case may be.
- 5.76. CIMB shall advise Applicant of the payment due date, maturity date, applicable interest rate, and other charges and fees in relation to and upon availing the Facility.
- 5.87. The loan tenor under the Facility shall be the period the Applicant chooses upon purchase of the goods or service and subsequently approved by the Bank, which shall start on the Utilization Date.

"Utilization Date" means the date when the Bank disbursed the loan amount to the merchant registered in the Lazada App ("Merchant") as payment of the goods or services purchased, regardless of whether the Merchant receives such amount.
- 5.98. The duration or tenure of the Facility cannot be revised, changed, or extended by the Applicant without prior written consent of the Bank.
- 5.109. Applicant shall pay the Bank the monthly installments consisting of principal, interest, and other charges on or before the monthly due date as further set forth in Clause 6 hereof.
- 5.110. The interest will be calculated based on diminishing balance method and equally amortized, together with the principal, throughout the duration or tenure of the Facility.
- 5.121. The Applicant acknowledges and agrees that if the calculation of the fees will result in decimal values, the Bank will round up such fees.

6. REPAYMENT

- 6.1. The Applicant shall repay the Facility, the installment fees, taxes, and other charges imposed on the Facility as set forth in the Statement of Account (SOA) that will be sent to Applicant via the Lazada App, or any other mode of communication as indicated in Clause 15 hereof. Applicant acknowledges the integrity of the billing statement as an electronic document pursuant to the provisions of the Electronic Commerce Act (Republic Act No. 8792), its implementing rules and regulations and applicable jurisprudence thereon and agree to pay on due date any amount stated without need of notice or demand or presentation of signed documents.

- 6.2. All payments must be made to the Bank via repayment channels in the Lazada App or any other mode of payment as determined by the Bank. All payments shall be without any set-off or any deduction of any taxes payable in connection with or arising out of the Facility or withholding of any description. If the law or regulations require 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.
- 6.3. The billed amount shall be payable on the due date depending on Applicant's billing cycle of the Facility or on such other date fixed from time to time by the Bank.
- 6.4. The Applicant irrevocably authorizes the Bank to debit or cause to be debited from time to time his/her deposit accounts with the Bank or with Lazada e-wallet account/s (if available), without further prior notice or demand to the Applicant, corresponding to 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 defamation and/or for breach of contract and/or for any losses, damages, expenses, costs, or charges whatsoever which may be claimed against the Bank arising from remarks related to payment failure due to insufficient funds because of the Bank debiting or causing to be debited the Applicant's Account pursuant to this authorization. The Bank may levy a charge on all standing instructions on due dates, which will not be refunded even if the instruction is not affected due to insufficient funds.
 - ii. Although the Bank will endeavor to effect such payment, the Bank shall not be held liable if the Bank is unable to effect such installment 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 remains effective until all loans under the Facility have been duly paid.
 - iv. The Bank may, at its absolute discretion, conclusively determine the order of priority of payment by it of any money pursuant to this authorization or any order which has been or may be hereafter given by the Applicant to the Bank.
 - 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. This authorization may, in its absolute discretion, termination this authorization as to future payments at any time by giving prior notice to the Applicant thru any mode of communication set forth in Clause 15 hereof.
 - vii. This authorization will remain effective in respect of payments made in good faith notwithstanding the Applicant's death or bankruptcy until the Bank receives a notice of the Applicant's death or bankruptcy.
- 6.5. In the event of an overpayment, the excess amount will be applied to the payment of the succeeding monthly installments.
- 6.6. If there is any payment obligation that has reached maturity or fallen due, the Bank and Lazada have the right at any time to limit, freeze transactions, accounts and/or funds available in the Balance feature in the Lazada App.

6.7. The Bank will apply any payment received from the Applicant, firstly for settlement of any costs, expenses, taxes, and indemnities, then against penalties or default interest, payable before any billed amount (installment fee then principal) in arrears under this Facility. In this regard, Applicant waives his/her rights under Article 1252 of the Civil Code of the Philippines to designate the application of his/her payment. If any amount recovered in enforcement is less than the amount then due, the Bank shall apply that amount in such proportions and order of priority and generally in such manner as it may determine subject to compliance with any rules and guidelines issued by Bangko Sentral ng Pilipinas (BSP) from time to time.

7. LATE PAYMENT

7.1. In addition to the installment fee payable under Clause 6, the Applicant further agrees to pay the Bank late payment fee at the rate of five (5%) per month or such rate as the Bank may from time-to-time charge on any overdue amount regardless of whether the Bank sent a notice or demand to pay to the Applicant.

8. EVENTS OF DEFAULT

8.1. Any of the following is considered an Event of Default:

- (a) the Applicant fails or defaults in the payment of the Facility and/or any sum of money payable under these Terms or the Facility, whether formally demanded or not;
- (b) 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;
- (c) any representation or warranty of the Applicant, these Terms or any documents pertaining to the Facility proves to have been untrue or incorrect as of the date at which it was made or deemed to have been made;
- (d) if bankruptcy, rehabilitation, suspension of payments, or other similar proceedings are instituted by or against the Applicant;
- (e) if the Applicant enters into a voluntary arrangement with any of its creditor(s);
- (f) any indebtedness of the Applicant to the Bank or any other third party from time to time or at any time or if the Applicant may be or become liable to the Bank anywhere on any banking, financing, loan, any other credit facilities or any other account(s) current or otherwise or in any other manner whatsoever including but not limited to liability of the Applicant incurred to the Bank as surety(ies) or guarantor(s) or if default is made in relation to any provisions governing the account(s);
- (g) the Applicant has furnished false information or data to the Bank;
- (h) in the opinion of the Bank, the Applicant's account with the Bank (including any other accounts the Applicant may have with the Bank) is or has not been operated satisfactorily;
- (i) the Applicant dies, becomes insane or mentally or physically incapacitated;
- (j) a distress, attachment, 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;
- (k) the Applicant ceases or threatens to cease carrying on his business or transfers or disposes or intends to transfer or dispose of a substantial part of his/her assets;
- (l) the Applicant alleges that all or a material part of these Terms cease to be of full force or effect; or
- (m) or if in the opinion of the Bank, the payment of his/her obligation becomes doubtful for whatever reason; or
- (n) any similar or analogous event or circumstances.

8.2. In an Event of Default shall have occurred, then any time thereafter, if any such event shall then be continuing, the Bank may (i) declare the Facility suspended, cancelled or terminated whereupon the obligation of the Bank to make or maintain the Facility shall forthwith suspend, cancel, or terminate, and (ii)

declare the entire unpaid principal loan amount then outstanding, all installment fees accrued and unpaid thereon and all other amounts payable under the Facility and related documents required to be executed and/or delivered hereunder to be forthwith due, payable, and defaulted without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Applicant.

8.3. The Bank may, in its absolute discretion and without notice to Applicant, offset his/her obligations (including but not limited to payments due, fixed, and determinable taxes or charges due from or assumed by Applicant on said installment fee or other income) against any of Applicant's deposits, Lazada e-wallet account/s (if available), and other assets coming to the possession of the Bank, Lazada or any of their respective affiliates. Applicant consents, authorizes, and irrevocably constitutes the Bank as his/her attorney-in-fact with full power and authority to inquire about and to immediately assert and exercise its general lien or legal claim on Applicant's deposits and/or other assets in the possession, custody, or control of the Bank, Lazada and their respective 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 and Lazada's affiliates of any information relative to Applicant's funds or properties in their custody in favor of the Bank.

9. CROSS DEFAULT

9.1. 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.

10. TELEPHONE CONVERSATIONS / ELECTRONIC COMMUNICATIONS/TRANSMISSIONS

10.1. 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.

11. DISCLOSURE OF INFORMATION

11.1. 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.

11.2. 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:

- (a) 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;
- (b) 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;
- (c) to any financial institutions with which the Applicant has or propose to have dealings;
- (d) 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 or granted or provided by the Bank and/or the Group Companies 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.

11.3. 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.

11.4. 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.

12. INDEMNITY

12.1. The Applicant agrees to pay all taxes, fees, and expenses, legal fees, and costs (including stamp duty, if any) in connection with the preparation, execution and delivery of this Facility, these Terms, and other related documents required to be executed in relation or incidental hereto. 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, which the Bank may sustain, suffer or incur as a consequence the occurrence any default or Event of Default by the Applicant including but not limited to: (i) any loss of installment fee incurred on account of such default or Event of Default from the date of such default or Event of Default until the same is paid, and (ii) any interest or fees paid or payable on account of funds borrowed in order to cover the unpaid amount.

13. CERTIFICATE OF INDEBTEDNESS

13.1. Any certificate, notice or demand signed on behalf of the Bank by any officer of the Bank or any lawyer or firm lawyer acting on behalf of the Bank shall be conclusive evidence against the Applicant for all purposes whatsoever including for purposes of legal proceedings in relation to all matters stated therein including the amount due and owing to the Bank by the Applicant and shall not be questioned on any account whatsoever, save and except where there is manifest error.

14. CHANGES

14.1. 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, 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").

14.2. Notification to the Applicant in respect of the Changes shall be effected in the manner or methods of communication as stated in **Clause 15 (Communication)**.

14.3. The Changes shall apply on the effective date specified by the Bank in the Bank's notice in accordance with applicable law or regulation.

15. COMMUNICATION

15.1. 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:

- (a) By dispatching the same to the Applicant by courier or email. The communication made by the Bank in accordance with this Clause 15.1 (a) shall be deemed to have been received by or communicated to the Applicant on the date of delivery; and/or

- (b) 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 15.1 (b) 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

- (c) 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 15.1 (c) shall be deemed to have been received by or communicated to the Applicant on the date of first publication in any daily newspaper of the Bank's choice; and/or

- (d) 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 15.1 (d) 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

- (e) 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 15.1 (d) shall be deemed to have been received by or communicated to the Applicant on the date the notice of such changes is sent by SMS or electronic mail to the Applicant or the date such notice of changes is posted to the Bank's website, its Mobile App, or its social media platforms.

15.2. 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.

- (a) 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: -

- (b) At the time the notices are sent by facsimile, e-mail, or other forms of instantaneous communication (including SMS and voice recording).

- (c) 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').

- (d) 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:

- i. Malfunction or defect in the transmission of information for whatever reason;
- ii. Inaccuracy, incompleteness, delay, or non-delivery of any information transmitted or wrongful transmission of any information to any third party;
- iii. Wrongful, unauthorized, or improper access to, use or interpretation of the information transmitted; and
- iv. 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.

16. LOST OR STOLEN MOBILE PHONE DEVICE

- 16.1. In the event the Applicant's mobile phone device is lost or stolen, the Applicant agrees to immediately report through any of the channels indicated in the Customer Care Contact Details below.
- 16.2. 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.
- 16.3. 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.

17. PROVISIONS ON MOBILE APP AND ELECTRONIC BANKING

- 17.1. The Applicant(s) shall nominate a preferred Username, Password and The Applicant acknowledges that his/her transactions with CIMB, save for ATM transactions, are initiated, and processed through the CIMB Mobile App and Lazada App, as applicable (either referred to as the "Mobile App" under this Clause 17. As such, the Applicant agrees to be governed by the processes for initiating and concluding transactions through the Mobile App. By downloading and using the Mobile App, the Applicant 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 the Mobile App shall be for lawful and legitimate purposes only; and that (iii) he/she shall not utilize the Mobile App for any unlawful purpose/s.
- 17.2. The Applicant(s) shall nominate a preferred Username, Password and MPIN upon enrollment to the Mobile App.
- 17.3. 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 Mobile App.
- 17.4. The Applicant authorizes CIMB to invalidate the Applicant's Username, Password or 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.
- 17.5. 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.

- (b) Ensuring that the Username, Password or MPIN is not shared with anyone, including staff of the Bank.
- (c) Changing the Password and MPIN regularly or when the Applicant deemed necessary.
- 17.6. CIMB shall have the absolute right to add, suspend, limit, withdraw or cancel any transactions, services and products offered in the Mobile App.
- 17.7. The Applicant agrees to undertake all the Bank's and Lazada's prescribed security measures in protecting the Applicant's Username, Password and MPIN. CIMB shall not be held liable against all claims, losses, damages, or expenses including legal cost, that may arise from breach in confidentiality of the Applicant's Username, Password or MPIN.
- 17.8. CIMB shall ensure implementation of security measures to secure the Mobile App. However, CIMB shall not assume warranty on the confidentiality, secrecy and security of any information sent through any internet service provider, network system or other similar system.
- 17.9. The Applicant 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 Applicant's nominated payment Account without the need for any further authorization or consent of the Applicant.
- 17.10. The Applicant agrees that by enrolling in the 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.
- 17.11. Transactions carried out via the 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 Mobile App.
- 17.12. When CIMB introduces new services under the Mobile App, CIMB shall notify the Applicant of the new or revised terms and conditions within the period stipulated herein.
- 17.13. The Applicant shall authorize CIMB to debit the Applicant's accounts for the amount of CIMB's fees and charges payable on transactions made via the Mobile App.
- 17.14. 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 Applicant holds with CIMB.
- 17.15. By using the Username, Password and/or MPIN, the Applicant authorizes CIMB to carry out the transactions that the Applicant has initiated.
- 17.16. 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.
- 17.17. The Applicant assumes responsibility in checking the transaction record pertaining to any 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 channels indicated in the Customer Care Contact Details below.
- 17.18. The Applicant assumes responsibility in checking the transaction record pertaining to any Mobile App transaction. Should the Applicant have any reason to believe that the records have not been accurately

and completely captured by the Mobile App, the Applicant should immediately notify CIMB through any of the available channels under Clause 28 (Customer Care Contact Details).

- 17.19. The Applicant may cancel, revoke, reverse or amend an earlier instruction provided that the request is received before the transaction is executed.
- 17.20. 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.
- 17.21. 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.
- 17.22. 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.
- 17.23. 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.
- 17.24. CIMB shall not have any obligations to verify the authenticity of the instruction received from the Applicant through the B Mobile App. CIMB shall give effect to any transactions received from the Applicant's electronic banking account.
- 17.25. 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.
- 17.26. The Applicant 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 Applicant may contact CIMB through any of the available channels under Clause 28 (Customer Care Contact Details).
- 17.27. CIMB shall not be liable for any loss or damage of whatever nature (including without limitation, charges and or penalties which may be imposed by third parties) in connection with the implementation of transactions via CIMB Mobile App. Such instances include:
 - (a) Disruption, failure, or delay in implementation transactions relating to and in connection with the 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 an Applicant may suffer arising out of any improper, fraudulent access or utilization of the 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 Applicant 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.
- 17.28. CIMB does not warrant the availability of the 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.
- 17.29. CIMB shall not be liable for any indirect, incidental, or consequential loss, loss of profit or damage an Applicant may suffer or have suffered by reason of the Applicant's use or failure or inability to use the Mobile App.
- 17.30. 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 Mobile App, including any and all errors inadvertently committed, any computer related errors resulting to CIMB's failure to effect any instruction via the 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..
- 17.31. 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.
- 17.32. 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.
- 17.33. In case of any complaints and/or disputes arising from the Mobile App, Applicants may call CIMB through any of the available channels under Clause 29 (Customer Care Contact Details).
- 17.34. Applicants are expected to comply with the following CIMB Electronic Banking Consumer Awareness Policies. The Applicant shall be held responsible for the following:
 - (a) Securing Username, Password and MPIN
 - i. Applicant shall not disclose his/her Username, Password and MPIN.
 - ii. Applicant should not store Username, Password and MPIN on a computer.
 - iii. Applicant should regularly change the Password and MPIN and avoid simple or easy-to-guess passwords that contain personal data (i.e. birthday, name, etc.)
 - iv. 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.
 - (b) Awareness and Supervision of Transaction History
 - i. Applicant must always check their transaction history details and statements to ensure that there are no unauthorized transactions.
 - ii. Applicant should immediately notify CIMB for any discrepancies and unauthorized transactions.
 - (c) App Use and Access
 - i. Applicant should ensure that he/she has downloaded, registered, or accessed the correct CIMB Mobile App before doing any online transactions.
 - ii. Applicants should only use reputable online app stores to download the CIMB Mobile App. Beware of fake apps that are designed to deceive the general public.
 - iii. When possible, Applicants should use data encryption software when sending sensitive customer information.
 - (d) Log-Off or Log-Out
 - i. Applicant should ensure that he/she was able to log- off from the CIMB Mobile App before

leaving their mobile phone unattended, even if it is for a short period of time.

- ii. Applicant should always clear the internet/memory cache and transaction history after logging out from the Mobile App to remove saved account information.
- (e) Reviewing the Privacy Notice
 - i. During onboarding, Applicants are asked to read the Privacy Notice found in the CIMB Mobile App and on the CIMB website and confirm their understanding prior to completion of the enrollment.
 - ii. Applicant must regularly read the Privacy Notice to keep themselves informed and updated on how CIMB will process, protect, and share their personal data.
- (f) Other Security Measures
 - iii. Applicant should refrain from sharing their Username, Password or MPIN to any person, third-party, or other entity regardless of the reason.
 - iv. Applicant should avoid using public internet connections or unsecured network when conducting banking transactions through the CIMB Mobile App.
 - v. Applicant must not disclose their personal information or their Username, Password or MPIN in any public forum or social media site.
 - vi. 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.

18. PRIVACY

18.1. The Applicant hereby confirm that he/she has read, understood, and agreed to be bound by the Bank's Privacy Notice (which is available at the CIMB website and Mobile App) and the clauses herein, as may relate to the processing of the Applicant's personal information and sensitive personal information. For the avoidance of doubt, Applicant agrees that the said Privacy Notice shall be deemed to be incorporated by reference into these Terms.

- (a) The Applicant unconditionally allowed the Bank to verify said information and/or secure other information as may be required by the Bank and to provide appropriate regulatory and administrative agencies and/or authorities and/or the CIMB Bank Berhad, its affiliates or branches, any information pertinent to the customer's account(s) and/or as may be stipulated under the applicable laws, rules, regulations, guidelines, directives, or agreement.
- (b) The Applicant has agreed that the Bank, directly or through its partners, may collect, hold, use, and share his/her 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 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 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.

18.2. 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.

18.3. The Bank may at any time and from time to time now and/or in the future carry out the necessary reference checks including but not limited to credit reporting/reference checks with credit reporting/reference agencies and/or from any financial institution to enable the Bank to ascertain the Applicant's status as may be required to help make decisions, for example when the Bank needs to (a) check details on applications for credit and credit-related or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of the Applicant's portfolio(s); recover debts; and/or any purpose related to or in connection with the account/facility under these Terms. The Applicant will be linked by credit reporting/reference agencies to any other names the Applicant uses or has used, and any joint and several applicants. The Bank may also share information about the Applicant and how the Applicant manages his/her account(s)/facility(ies) with relevant credit reporting/reference agencies.

18.4. 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.

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

19. SUCCESSORS BOND

19.1. These Terms shall be binding upon and endure 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 capacity

20. ASSIGNMENT

20.1. 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.

21. RIGHT TO OUTSOURCE DEBT COLLECTION

21.1. Subject to and not in derogation of its rights under these 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.

22. TIME

22.1. Time wherever mentioned herein for the Applicant's performance of these Terms shall be of the essence. Time provided for at law for recovery of all sums due herein to the Bank shall not run as against the Bank until a demand in writing for payment of the same has been made against the Applicant.

23. WAIVERS

23.1. No failure, omission or delay on the Bank in exercising any right, power, privilege or remedy accruing to the Bank under these 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.

24. SEVERABILITY

24.1. If any of the provisions under these 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.

25. GOVERNING LAW

25.1. These 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.

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

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

26. COMPLAINT

26.1 In the event of any complaint relating to these Terms and the Facility, and /or making inquiry, the Applicant may use any of the available channels under Clause 28 (Customer Care Contact Details).

27. DIRECT MARKETING

27.1. The Bank 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 the Facility, market conditions, credit records from other financial institutions, and other partner data unless the Applicant opts out from receiving these marketing advisories, promotions, and the like.

28. CUSTOMER CARE CONTACT DETAILS

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

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>.