TERMS AND CONDITIONS

THE GSAVE BY CIMB ACCOUNT

GENERAL PROVISION ON THE GSAVE ACCOUNT

ACCOUNT OPENING

1. The GSave by CIMB Account, herein after referred to as “GSave,” or “GSave Account,” or the” Account” is a savings account powered by CIMB Bank Philippines Inc. (“CIMB” or “Bank” or “CIMB Bank PH”) at the GCash Mobile Application (“GCash App”) and may be opened subject to the approval of CIMB, after taking into consideration the presentation of references acceptable to CIMB and after verification of applicant’s identity and/or authority to open the account. By opening the GSave Account, the Depositor confirms to have opted in and acknowledges to have issued a valid and enforceable consent for his personal and sensitive personal information to be shared to and processed by CIMB. The GSave Account features are found in the Product Disclosure Sheet posted on CIMB’s official website.
2. The Depositor warrants and represents that he is the sole and the Beneficial Owner of the Account. By ‘Beneficial Owner,’ the Depositor declares that he ultimately owns and controls the Account.
3. The Depositor warrants that he/she is not suffering from any legal disability upon opening of the Account.
4. The Depositor shall maintain the required Average Daily Balance (ADB) as the Depositor may be notified by CIMB from time to time. A service fee shall be charged if the account falls below the required ADB for two (2) consecutive months.

DOCUMENTATION

5. The Depositor agrees to provide CIMB all the required documents for opening GSave Account, either via the GCash App or direct upload to CIMB, as may be applicable.
6. The Depositor is authorizing CIMB to obtain and verify the information collected from the Depositor through government agencies or third-party including banks, financial institution, and credit bureaus.
7. The Depositor allows CIMB to conduct background check on the financial capability of the Depositor or for any other purposes CIMB may deem necessary.
8. The Depositor agrees and give his express consent to CIMB to share his GSave Account balance and transaction history to, and be available and viewed at, the GCash App.

DEPOSITS

9. The Depositor(s) agrees that any deposits to be made to the GSave Account shall also be via the channels provided by the Bank, e.g. Cash-In at CIMB’s designated partners. If the deposit is made via Cash-in through CIMB’s designated partners, all deposits must be made by the Depositor by accurately filling out the necessary information in the CIMB App and the procedures for Cash-In by the CIMB’s partners.
10. The initial deposits and the minimum subsequent deposits must be in such amount as may be reasonably determined by CIMB. In this regard, the Depositor agrees and acknowledges that his GSave Account has a validity period of twelve (12) months from account opening date, with maximum aggregate deposit limit of Php50,000.00. Should the GSave Account reach the maximum aggregate deposit limit of Php50,000.00 or the twelve (12) month validity period, whichever comes first, the Depositor agrees to undergo the CIMB Know Your Customer (KYC) process on the CIMB Mobile Application ("CIMB Mobile App' or “Mobile App”) and upgrade his GSave Account. In the event the Depositor fails to undergo the CIMB KYC process, his GSave Account shall be put on “Blocked” status. GSave Accounts placed on ‘Blocked” status shall allow withdrawal transactions but no further deposits shall be permitted. Expired or unverified Accounts will be exited.
11. CIMB may, at its reasonable discretion, refuse to accept deposits or at any time return all or part of a deposit together with the interest due.
12. CIMB reserves the right and is authorized, in its sole discretion and without need of your consent but with notice to you, at any time, to hold and/or initiate reversal of a transaction and debit and/or cause the debiting of your Accounts in case (i) a deposit, credit, remittance or any inward flow of funds appears to be due to an error or mistake; (ii) there is a written claim that said transaction is a result of a fraudulent act and there is reason to believe that such deposit, credit, remittance or any inward flow of funds to your Account is attended by error, mistake or is a result of a fraudulent act which you may or may not be a party of; (iii) when the purpose claimed by the party depositing, sending or crediting funds to your Account is contradictory to what you declare and/or have declared as purpose or reason for the deposit or funds transfer; or (iv) such other circumstances or cases analogous or similar to any of the foregoing. In any such event, you agree that CIMB shall not be liable to you or any party for any and all claims, liabilities, costs, payments, damages and expenses, arising from or in connection with CIMB’s hold and/or reversal of said deposit or funds transfer transaction. The above shall be without prejudice to CIMB’s right to avail of any or all of the remedies set out elsewhere in this Terms.
13. All endorsements and/or lack of endorsement on the items deposited are guaranteed by the Depositor. The Depositor assumes full responsibility for the correctness, due execution, genuineness and validity of all endorsements appearing on items deposited.
14. The Depositor shall be deemed to warrant each time any deposit or withdrawal is made on the account that the Depositor has full and absolute title and right of disposition over all monies, checks and funds in the Account.
15. In consideration of the Bank’s accepting deposits which are not counted in the Depositor presence, the Depositor hereby assumes sole responsibility for any shortages/overages which may be found when the deposit is counted, and the total thereof does not match with the initial indicated deposit amount. CIMB shall be free and harmless from any liability arising therefrom. However, should there be any shortage/overage found, CIMB shall inform the Depositor. The Bank is hereby authorized to alter the deposit amount to reconcile with the actual deposit received as verified by the Bank’s Authorized Personnel.
16. CIMB reserves the right to debit back any item previously credited to the Account which turns out to be an improper or erroneous credit. In such event, CIMB will have the right to debit the existing balance if the Account and/or any other fund of the Depositor in the custody of the Bank for the exact amount in question.

LEGAL COMPENSATION CLAUSE

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

WITHDRAWALS

19. The Depositor with fully upgraded GSave Account agrees that any withdrawals to be made from the GSave Account shall be via the channels provided by the Bank, e.g., Automated Teller Machine (ATM) or Cash-Out at CIMB’s designated partners or transfer to other banks or electronic money issuers (“fund transfer”). If the withdrawal is made via Cash-out through CIMB’s designated partners or electronic fund transfer, all withdrawals must be made by the Depositor by accurately filling out the necessary information in the CIMB Mobile App and the procedures for Cash-out by the CIMB’s partners.
20. GSave Accounts that are linked with the CIMB Mobile App can withdraw or cash out via the GCash App and the CIMB Mobile App.
21. The Depositor will not be permitted to withdraw from his/her Account any amount in excess of the outstanding available balance to his/her credit.

SERVICE AND OTHER BANK CHARGES

22. CIMB is authorized to collect from the Depositor all applicable service charges, penalty charge and other fees from the Account may incur.
23. CIMB, without need of prior notice, is authorized to deduct all such charges and fees from the Account without incurring any liability therefor.
24. Service Charges, fees and penalties include, but are not limited to, the following: Accounts falling below the required maintaining balance, dormant Accounts, and other fees and charges CIMB may impose from time to time.
25. An Account with zero balance due to service charge or other causes may be closed by the Bank.
26. It is the responsibility of the Depositor to ensure that there are sufficient funds available in his/her Account(s). Any charges or penalties as a result of unsuccessful transaction due to insufficiency of funds or dormancy of the Account will be charged against of the Depositor.
27. CIMB reserves the right to impose new service and maintenance charges and change existing charges within the limits allowed by law or pertinent regulations.

CHANGE OF PERSONAL INFORMATION OR CIRCUMSTANCES

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

ACCOUNT SECURITY

29. The Depositor accepts full responsibility for safeguarding the Depositor’s own Account and be held liable for any transactions on the CIMB Mobile App.

30. In the instance that the security of the Account is compromised, the Depositor must report the incident to the Bank within 24 hours. The Bank will have the right to deactivate the Depositor's Account for the specified incident report or request.
31. The Depositor must submit a detailed written report of the incident and must present proof of Account security. The Bank shall decide on Account reactivation based on the validity of the incident report.

SUSPENSION OR CLOSING OF ACCOUNTS

32. Depositor may close their Account at any time. The Depositor will pay a service charge in such amount as may be reasonably imposed by CIMB if the Account is closed within thirty (30) days from date the Account was opened.
33. CIMB may suspend/freeze or terminate the Account without any prior notice if the Depositor has breached these Terms and Conditions, or when CIMB has learned of the Depositor's death, bankruptcy, or if there are insufficient funds to cover payments and instructions, or if CIMB has deemed a reasonable ground to do so. CIMB's foregoing rights include actions authorized under the Anti-Financial Account Scamming Act (AFASA) and relevant BSP regulations thereon, including the temporary holding of funds subject of Disputed Transactions and immediate restriction or suspension of access to Accounts reasonably suspected to be involved in money muling, social engineering schemes, or other prohibited acts under the AFASA.
34. CIMB reserves the right to immediately suspend/freeze or close the Depositor's account at any time without prior notice in case of misrepresentation or falsity of information provided by the Depositor or if CIMB perceives, at any time and in its sole and reasonable discretion, that the Account may be or may have been used or is being used in connection with any fraudulent or illegal activities or transactions such as but not limited to the following (i) the use of the Account by another person other than the Depositor for any purpose, with or without the authority of the Depositor, (ii) the Account was opened under a fictitious name or a false identity, or using the identity or identification documents of another person other than the Depositor; (iii) the Account was sold, or is being sold, loaned or rented by the Depositor for use by other persons other than the Depositor; (iv) or any other similar and analogous activities and transactions; (v) the Account is identified as being used in any money muling activity, social engineering scheme or for economic sabotage regardless if the Depositor knows of the same or not; or if CIMB perceives, at any time and in its sole and reasonable discretion, that it may be exposed to any financial, operational, legal, reputational or other risk in maintaining the Account, or if the Depositor fails to abide by any provision of the terms and conditions for deposit accounts.
35. **Temporary Holding of Disputed Funds and Coordinated Verification under AFASA**

a **Authority to Temporarily Hold Funds.** Without prejudice to any other rights hereunder, CIMB may temporarily hold funds that are subject of a Disputed Transaction up to the period permitted under AFASA and relevant BSP regulations thereon to allow coordinated verification and any other legally required actions.

b **Coordinated Verification.** CIMB shall notify and coordinate with originating and receiving financial institutions, request and share information necessary to verify the Disputed Transaction, and implement measures as may be necessary to trace, hold, and recover funds, subject to applicable confidentiality and data privacy safeguards under AFASA and relevant BSP regulations thereon.

c **Customer Notification.** CIMB shall notify the Depositor of the temporary holding and provide general information on the verification process and expected timelines as permitted by law and regulation. CIMB may limit disclosure where doing so is required to preserve the integrity of an ongoing investigation or is otherwise restricted by law.

d **Results; Release or Recovery.** Upon completion of coordinated verification within the prescribed period, CIMB shall release the funds if the transaction is validated or take steps to return the funds to the rightful party or retain funds as may be required by law, lawful order, or regulatory directive.

e **No Waiver of Rights.** The foregoing is without prejudice to CIMB's right to freeze, suspend, restrict, or close any Account in accordance with these Terms and applicable laws and BSP regulations.

36. CIMB reserves the right to suspend/freeze or close the Account if the Depositor has handled his/her Account in a manner not satisfactory to CIMB. In such event, CIMB may remit to the Depositor the balance of his Account, if any or otherwise dispose of the same in accordance with these Terms and Conditions.
37. CIMB and its officers and employees shall be held free and harmless from any liabilities, claims and demands of whatever kind in connection with or arising from the suspension/freezing or closure of the Account(s).
38. CIMB may terminate the Depositor's Account at any time, upon giving written notice, except in instances provided herein where no notice is required.

INTEREST CREDITS

39. Interest bearing Accounts shall earn interest at a rate determined by CIMB on a per annum basis and in accordance with pertinent laws, rules and regulations.
40. Interest shall be computed based on daily available balance and credited to the Account at the end of the month, less of applicable withholding tax. However, no interest shall be paid on dormant Accounts or those closed prior to crediting of interest at the end of any month.
41. Interest rates may change when conditions warrant.
42. Dormant Accounts shall not earn any interest. Interest accrual shall start only when the Account is reactivated.

DORMANCY AND UNCLAIMED BALANCES

42. GSave Accounts which have no financial transaction for at least two (2) years (24 months) shall be classified DORMANT.
43. Depositor will be notified sixty (60) days prior to change of Account status from active to dormant. CIMB shall impose dormancy fee on a dormant deposit Account five (5) years after the last activity and when the account falls below the minimum monthly Average Daily Balance.
44. Dormancy fee shall be charged aside from the maintenance fee for falling below the required minimum monthly Average Daily Balance (ADB).
45. Pursuant to the provision of existing laws, all "unclaimed balances" which represent deposits of money and/or interest accrued thereon held by CIMB for any Depositor who has no further financial transactions for a period of ten (10) years or more shall be reported and, when so ordered, deposited by CIMB to the Treasury of the Philippines, to the credit of the Government of the Republic of the Philippines.

PHILIPPINE DEPOSIT INSURANCE CORPORATION (PDIC) RULES

46. Account/s shall be subject to applicable PDIC laws, rules and regulations including the deposit insurance coverage value per Depositor. PDIC shall assume that the name(s) appearing on the deposit instrument is/are the actual/beneficial owner(s) of the deposit, except as provided herein.

DATA PRIVACY

47. The "CIMB Group" consists of CIMB Group Holdings Berhad and all its related companies, including CIMB Bank PH.
48. The Depositor hereby confirm that he has read, understood and agreed to be bound by the CIMB Privacy Notice (which is available at the CIMB website and Mobile App) and the clauses herein, as may relate to the processing of his personal information and sensitive personal information. For the avoidance of doubt, Depositor agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
49. Under the AFASA and applicable BSP regulations, the BSP may investigate and inquire into the Account where authorized by law. In connection with any BSP inquiry or any coordinated verification process for disputed transactions permitted under applicable law and BSP regulations, CIMB may disclose, receive, share, and process relevant financial account information notwithstanding applicable bank secrecy and data privacy laws, but only to the extent allowed by law and subject to applicable safeguards, confidentiality restrictions, and documentation requirements.
50. The Depositor further confirms that he has provided his unconditional consent for G-Xchange, Inc. and/or Ryse, Inc., as applicable, its affiliates, successors, assigns, service providers and subcontractors, to share his personal information and sensitive personal information with CIMB, its affiliates, successors, assigns, service providers and subcontractors for the purpose of opening, maintaining, administering, servicing, operating, transferring, assigning, novating, migrating or otherwise managing a GSave Account (the "Account"), and accordingly, has allowed CIMB to verify such information and/or obtain such additional information as may be required by CIMB. The Depositor likewise agrees, and hereby gives his unconditional consent, for CIMB, its affiliates, successors and assigns, to disclose, share, transfer and make available any information relating to the Depositor and/or the Account to:
    (a) G-Xchange, Inc. and/or Ryse, Inc. as applicable, and its respective affiliates, successors, assigns, service providers, subcontractors, and agents;
    (b) any person to whom CIMB may sell, transfer, assign, novate, outsource, delegate, migrate or otherwise dispose of or transfer all or any part of the GSave business, product, platform, portfolio, Account, deposits, assets, rights and/or obligations relating to the Account; and
    (c) the respective affiliates, successors, assigns, service providers, subcontractors, agents, professional advisers and representatives of the persons described in paragraph (b),

    for purposes including account administration, customer servicing, account migration, business transfer, operational support, regulatory compliance, risk management, audit, reporting and such other purposes connected with the provision and operation of the Account.

Such information may include, without limitation, the Depositor's account number, customer identification information, account balance, transaction records, account history, account status and any other information pertaining to the Account.

For the avoidance of doubt, the authority of G-Xchange, Inc. to process, receive, and share data under this provision shall continue until the transition of GSave from G-Xchange, Inc. to Ryse, Inc. has been completed. Upon completion of such transition, such processing and data sharing shall be facilitated among CIMB, Ryse, Inc., and their respective authorized entities.

51. The Depositor has agreed that CIMB may further collect, hold, use, and share his/her personal or sensitive personal Information pursuant to the Data Privacy Act of 2012 (Republic Act No. 10173) and its Implementing Rules and Regulations to individual entities within the CIMB Group, merchants and strategic partners for as long as his/her records and personal or sensitive personal information are required and/or allowed by law to be retained and processed, whether for his/her protection or for the protection and pursuit of the legitimate interests and/or business purposes of CIMB.
52. In the event the Depositor provides personal, sensitive personal and financial information relating to third parties, including information relating to his next of-kin and dependents (where you are an individual) for the purpose of opening or operating his account(s)/facility(ies) with CIMB or otherwise subscribing to CIMB's products and services, the Depositor (a) confirms that he/she has obtained their consent or are otherwise entitled to provide this information to CIMB and for CIMB to use it in accordance with this agreement; (b) agrees to ensure that the personal, sensitive personal and financial information of the said third parties is accurate; (c) agrees to update CIMB in writing in the event of any material change to the said personal, sensitive personal, sensitive personal and financial information; and (d) agrees to CIMB's right to terminate Depositor's Account should such consent be withdrawn by any of the said third parties.
53. The Depositor hereby gives consent to CIMB to effect any sort of cross-border transaction (including to make or receive payments), where applicable and allowed, the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). The depositor agrees to the above said disclosures on behalf of the Depositor and others involved in the said cross-border transaction.
54. Even after Depositor had provided CIMB with any information, Depositor will have the option to withdraw the consent given earlier. In such instances, CIMB shall have the right to not provide or discontinue the provision of any product, service, Account(s) and/or facility(ies) that is/are linked with such information.

ASSIGNMENT CLAUSE

55. CIMB reserves the right to assign this Account and/or transfer the rights, interests and/or benefits or obligations under this Account to any of its subsidiaries, affiliates or to any bank and/or financial institutions pursuant to any banking merger, amalgamation, reorganization, asset sale, business or portfolio transfer, novation, business line divestment, or similar transaction involving CIMB.
56. Depositor shall be bound to fulfill and perform his/her obligations to the transferee or assignee in accordance with these terms and conditions.
57. The liabilities and obligations created by these terms and conditions or any documents pertaining to the Account shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction, or otherwise, which may be made in the corporate structure of CIMB.

GOVERNING LAW AND VENUE

58. These terms and conditions shall be subject to, governed by and construed in accordance with laws of the Philippines and the prevailing laws or regulatory requirements or any other provisions or restrictions that may be imposed upon the Bank from time to time by the Bangko Sentral ng Pilipinas (BSP) or such other authority having jurisdiction over CIMB.
59. The parties hereto agree to submit to exclusive jurisdiction of the Courts of Taguig City, Philippines. The foregoing, however, shall not limit or be construed to limit the right of CIMB to commence proceedings against the Depositor in any other venue where assets of the Depositor may be found.
60. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

MISCELLANEOUS

61. Pursuant to the Implementing Rules and Regulation (IRR) of R.A. 9160 (Anti Money Laundering Act of 2001), as amended, the Depositor(s) grants irrevocable and unconditional authority to the CIMB to report to the Anti Money Laundering Council (AMLC) covered and suspicious transactions involving the Depositor's Account. In situations where the Depositor's Account is identified as the beneficiary of funds from alleged suspicious, fraudulent, unauthorized, or illegal transactions, you hereby give your consent to the sharing of relevant information with the originating bank or regulatory bodies or law enforcement agencies, as the case maybe. This includes information such as transaction details, account information, and any other relevant data needed for fraud prevention or investigation. The Depositor(s) holds and sets free the CIMB, its Directors, Officers and Employees in the discharge of their duties in accordance with this law.
62. In compliance with the provisions of R.A 1405 (Law on Secrecy of Bank Deposits), CIMB shall not entertain inquiries or instructions over the telephone or by fax/telegram/cable message regarding any account nor through a representative unless authorized in writing by the Depositor(s)
63. CIMB shall not be held liable for any loss or damage that may be incurred by the Depositor(s) or third party due to or occasioned by imperfect computer programming procedures or by any defect in the material or workmanship of any computer equipment.
64. In case of extraordinary inflation or deflation of the currency stipulated herein, the provision of Article 1250 of the Civil Code shall not apply.
65. The Depositor agrees to be governed and bound by pertinent laws on the matter, such as but not limited to the rules of the Bank, the Bangko Sentral ng Pilipinas (BSP), the Bankers Association of the Philippines (BAP), the Bureau of Internal Revenue (BIR), as well as any subsequent amendments thereof and/or any new rules to the promulgated and applicable to the Account. CIMB reserves the right to delete, supplement or alter any of the herein terms and conditions.
66. Any term used under these terms and conditions that are defined under the Anti-Financial Account Scamming Act (AFASA) and its implementing regulations shall be construed in accordance with the definitions provided therein, as the same may be amended and/or supplemented from time to time.
67. Any change in these terms and conditions shall take effect on the effective date specified in the Bank's notice in accordance with applicable law or regulation thru any of the means set forth under the Section on Communication hereof.
68. Should the Depositor disagree with the changes in these terms and conditions, he/she may terminate this deposit agreement without the applicable penalty; provided that there is no legal or contractual impediment in the closure of the Account.

PROVISIONS ON MOBILE APP AND ELECTRONIC BANKING

68. The Depositor acknowledges that his transactions with CIMB, save for ATM transactions, are initiated and processed through the GCash App and/or CIMB Mobile App (once GSave Account is linked to the CIMB App) (collectively or individually as the context provides, the "Mobile App"). As such, the Depositor agrees to be governed by the processes for initiating and concluding transactions through the Mobile App. By downloading and using the Mobile App, the Depositor warrants that (i) he/she is familiar with mobile and how transactions are processed therein; (ii) the transactions he/she will initiated, processed and concluded using 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.
69. The Depositor(s) shall nominate a preferred Username, Password and MPIN upon enrollment to the Mobile App.
70. The Depositor shall not be allowed to use the Username, Password or PIN in whole or in part for any purpose, whether legal or illegal, other than as specifically intended to carry out your banking transactions via the Mobile App.
71. The Depositor authorizes CIMB to invalidate the Depositor's Username, Password or MPIN without prior notice. CIMB shall not be held liable for any loss or damage for the invalidation of the depositor's Username, Password or MPIN.
72. The Depositor is allowed to change the Password or MPIN anytime. The Depositor shall be responsible for keeping the Username, Password/PIN confidential. The Depositor shall ensure that he/she has exercised reasonable care as to prevent unauthorized access and or/use of the Username, Password or MPIN this includes, but not limited to, the following:
    a. Ensuring that the Depositor has not left the devices from which the depositor has logged-in unattended and ensure that the Depositor has logged-off the service after each session.
    b. Ensuring that the Username, Password or MPIN is not shared with anyone, including staff of the Bank.
    c. Changing the Password and MPIN regularly or when the Depositor deemed necessary.
73. CIMB shall have the absolute right to add, suspend, limit, withdraw or cancel any transactions, services and products offered in the Mobile App.
74. The Depositor agrees to undertake all the Bank's prescribed security measures in protecting the Depositor's Username, Password and MPIN. CIMB shall not be held liable against all claims, losses, damages or expenses including legal cost, that may arise from breach in confidentiality of the Depositor's Username, Password or MPIN.
75. 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.

76. The Depositor agrees that he/she shall nominate any of his/her Account as a nominated payment Account. CIMB, at its own option, may automatically enroll any other Accounts which may be linked with the Depositor's nominated payment Account without the need for any further authorization or consent of the Depositor.
77. The Depositor 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.
78. 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 Depositor a notice, introduce or change fees and charges for the use of the Mobile App.
79. When CIMB introduces new services under the Mobile App, CIMB shall notify the Depositor of the new or revised terms and conditions within the period stipulated herein.
80. The Depositor shall authorize CIMB to debit the Depositor's Account for the amount of CIMB's fees and charges payable on transactions made via the Mobile App.
81. In cases the funds are insufficient to cover the fees and charges, CIMB may (i) refuse to carry out a transaction without incurring any liability as a result of such refusal, (ii) overdraw the Account by debiting fees or charges, or (iii) debit any other Account the Depositor holds with CIMB.
82. By using the Username, Password and/or MPIN, the Depositor authorizes CIMB to carry out the transactions that the Depositor has initiated.
83. The Depositor agrees that the instructions which the Depositor has issued is at all times subject to limits and conditions set by CIMB, in compliance with local laws and regulations.
84. The Depositor assumes responsibility in checking the transaction record pertaining to any Mobile App transaction. Should the Depositor have any reason to believe that the records have not been accurately and completely captured by the Mobile App, the depositor should immediately notify CIMB through any of the channels indicated in the Customer Care Contact Details below.
85. The Depositor may cancel, revoke, reverse or amend an earlier instruction provided that the request is received before the transaction is executed.
86. CIMB reserves the right to refuse to carry out any of the Depositor's instructions that are not consistent with CIMB's rules and regulations.
87. In case where the instructions of the Depositor require third-party approval, CIMB's obligation to perform such transaction would be subject to the approval and consent of the third-party obtained by the Depositor.
88. CIMB shall not be liable for any delay or shortcomings of the third-party whom the Depositor has account when CIMB is executing the instruction to them.
89. 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.
90. CIMB shall not have any obligations to verify the authenticity of the instruction received from the Depositor through the Mobile App. CIMB shall give effect to any transactions received from the Depositor's electronic banking account.
91. The Depositor shall ensure that the information provided/supplied is accurate. CIMB shall not be responsible and liable for any inaccurate information that may lead to failure of transactions.
92. The Depositor is responsible for verifying and monitoring transaction history details and statements to ensure that there are no unauthorized transactions. Should there be any error in the transactions, the depositor may contact CIMB through any of the channels indicated in the Customer Care Contact Details below.
93. 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 Mobile App. Such instances include:
    a. Disruption, failure or delay in implementation transactions relating to and in connection with the CIMB Mobile App which are due to circumstances beyond the control of CIMB fortuitous events such as but not limited to prolonged power outages, breakdown in computers and communication facilities, typhoons, floods, public disturbances and calamities and other similar or related cases.
    b. Loss or damage a Depositor may suffer arising out of any improper, fraudulent access or utilization of the CIMB Mobile App due to theft or unauthorized disclosure of Usernames, Passwords and MPINs or violation of other security measures with or without your participation.
    c. Inaccurate, incomplete or delayed information which the depositor received due to disruption or failure of any communication facilities used for the Mobile App.
    d. Such other circumstances or reasons which effectively prevent CIMB from implementing the transaction.
94. 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 Depositors in advance of such unavailability, or if advance notification is not possible, at the earliest possible time.
95. CIMB shall not be liable for any indirect, incidental or consequential loss, loss of profit or damage a Depositor may suffer or have suffered by reason of the Depositor'(s) use or failure or inability to use the Mobile App.
96. The Depositor agrees to hold CIMB, its stockholders, directors, officers, employees and representatives free and harmless, as well as indemnify them, from any and all liabilities, claims, damages, suits of whatever nature, arising out of or in connection with the implementation of the CIMB Mobile App, including any and all errors inadvertently committed, any computer related errors resulting to CIMB's failure to effect any instruction via CIMB Mobile App, except to the extent that such loss, liability, claim or damages directly and solely arises from CIMB's own gross negligence or willful misconduct as duly proven in a tribunal of competent jurisdiction..
97. 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.
98. The Depositor's Mobile App shall be effective upon Bank's confirmation of the activation of the Depositor's Mobile App and shall remain active until such time that the depositor notifies the Bank, in writing, or any instructions received from the Depositor through any of the available channels under the Customer Care Contact Details below.
99. In case of any complaints and/or disputes arising from the Mobile App, Depositors may call CIMB through its Customer Care Contact Details found below.
100. The Depositor agrees to comply with measures required and/or recommended under laws, regulations, and under these Terms and Conditions to safeguard his/her personal and financial information, and ensure the security and integrity of his/her financial accounts, including his/her Accounts. In this regard, the Depositor shall:
    i. Take reasonable steps to protect his/her sensitive identifying information, including usernames, user IDs, passwords, personal identification numbers (PINs), including his/her MPIN, one-time passwords/PINs, and other account credentials or authentication factors. These include using strong and unique passwords, refraining from sharing credentials, using secure devices and secure connections, and exercising caution to avoid falling victim to social engineering schemes. The Depositor is strongly encouraged to regularly update his/her account credentials, including passwords and PINs, and to do so immediately if there is any suspicion of compromise of his/her Account/s;
    ii. Immediately report any disputed transaction to CIMB Bank PH to facilitate the investigation and perform necessary steps to protect his/her Accounts;
    iii. Cooperate with CIMB Bank PH in the investigation and verification of disputed transactions. This includes providing any requested information or documentation necessary to support the investigation and mitigate further risk;
    iv. Comply with the security practices recommended by CIMB Bank PH, including activating available features, such as transaction limits, real-time alerts, and multi-factor authentication, to enhance the security of his/her Account/s;
    v. Promptly notify CIMB Bank PH of any changes to his/her account information, such as contact details, security preferences, or other relevant details, to ensure that account records remain accurate and up to date; and
    vi. Regularly read and monitor notifications from CIMB Bank PH. This includes reviewing, in a reasonable and prudent manner, statements of account, CIMB alerts, transaction records, and any communication regarding account security to promptly identify potential issues or unauthorized activities.

101. Depositors are expected to comply with the following CIMB Electronic Banking Consumer Awareness Policies. The depositor shall be held responsible for the following:
    a. Securing Username, Password and MPIN
        i. Depositor shall not disclose his/her Username, Password and MPIN.
        ii. Depositor should not store Username, Password and MPIN on a computer.
        iii. Depositor should regularly change the Password and MPIN and avoid simple or easy-to-guess passwords that contain personal data (i.e. birthday, name, etc.)
        iv. Depositor should ensure compliance with the Bank's Privacy Notice and the Philippine Data Privacy Act of 2012. Ensure that personal information is private and undisclosed.

b. Awareness and supervision of transaction history
   i. Depositor must always check their transaction history details and statements to ensure that there are no unauthorized transactions.
   ii. Depositor should immediately notify CIMB for any discrepancies and unauthorized transactions.

c. App Use and Access
   i. Depositor should ensure that the he/she has downloaded, registered, or accessed the correct Mobile App before doing any online transactions.
   ii. Depositors should only use reputable online app stores to download the Mobile App. Beware of fake apps that are designed to deceive the general public. iii. When possible, depositors should use data encryption software when sending sensitive customer information.

d. Log-off or Log-out
   i. Depositor should ensure that he/she was able to log- off from the Mobile App before leaving their mobile phone unattended, even if it is a for a short period of time.
   ii. Depositor should always clear the internet/memory cache and transaction history after logging out from the Mobile App to remove saved account information.

e. Reviewing the Privacy Notice
   i. During onboarding, Depositors are asked to read the Privacy Notice found in the Mobile App and on the CIMB website and confirm their understanding prior to completion of the enrollment.
   ii. Depositor must regularly read the Privacy Notice to keep themselves informed and updated on how CIMB will process, protect and share their personal data.

f. Other security measures
   i. Depositor should refrain from sharing their Username, Password or MPIN to any person, third-party, or other entity regardless of the reason.
   ii. Depositor should avoid using public internet connections or unsecured network when conducting banking transactions through the Mobile App. iii. Depositor must not disclose their personal information or their Username, Password or MPIN in any public forum or social media site.
   iv. Depositor must remain vigilant while using the Mobile App to avoid third-parties from grabbing their mobile phones. Depositors are encouraged to use security screens on their mobile phones to prevent third parties from viewing their details.

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

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

b. The Depositor shall likewise immediately submit proof of loss (in a form acceptable to CIMB) via any of CIMB's Customer Contact channels. If the loss or theft of the mobile phone device occurred on a Saturday, Sunday, legal holiday or on a day or time when CIMB is otherwise closed for business, the report must be made within the next banking day. Prior to receipt by CIMB of Depositor's report of loss or theft, all transactions shall be deemed conclusively binding upon the Depositor and CIMB will not be held liable for any loss or damage incurred by the Depositor.

c. In case of a compromised Account, where CIMB receives information that the Depositor's account number, mobile number, email address and other Personal and Sensitive 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 will immediately notify Depositor of the situation.

COMMUNICATION

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

a. By dispatching the same to the Depositor by courier or email. The communication made by the Bank in accordance with this Clause 102 (a) shall be deemed to have been received by or communicated to the Depositor 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 102 (b) shall be deemed to have been received by or communicated to the Depositor on the date of posting of the notice in the Bank's premises; and/or

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

d. By posting a notice of such changes and its effective date of change to the Depositor by way of an ordinary or registered post to the last known address of the Depositor in the Bank's record. The communication made by the Bank in accordance with this Clause 102 (d) shall be deemed to have been received by or communicated to the Depositor ten (10) calendar days after the date of posting of the notice to the Depositor by ordinary or registered post; and/or

e. By sending notice of such changes and its effective date of change by short message service ("SMS") or electronic mail to the Depositor or by posting the notice of such changes and its effective date of change on the Bank's website, or its Mobile App, or its other official social media platforms. The communication made by the Bank in accordance with this Clause 102 (e) shall be deemed to have been received by or communicated to the Depositor on the date the notice of such changes are sent by SMS or electronic mail to the Depositor or the date such notice of changes are posted on the Bank's website, its Mobile App, or its social media platforms.

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

f. The Bank is irrevocably authorized (but not obliged) to contact and/or notify the Depositor by ordinary post, hand, courier service, facsimile, electronic mail, telephone or any other means of communication as determined by the Bank whereby mail, fax, SMS, voice recording, text or other electronic messages or information are sent to the Depositor's address, e-mail address or mobile phone number or other contact number or particulars on record with the Bank which the Bank deems appropriate. Notification and/or information sent by post, hand, courier service, facsimile, electronic mail, telephone or any other means of communication as determined by the Bank including by mail, fax, SMS, voice recording, text or other electronic message or information may consist of such information as the Bank deems appropriate and may include (but not be limited to) programs and promotions and or other information of general interest and/or specific to the Depositor. Such service and/or delivery shall be deemed effective:-

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

h. The Depositor shall be fully responsible for the security and safekeeping of the information he/she 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').

i. The Bank hereby disclaims all liability to the Depositor for any loss or damage (direct, indirect, special or consequential), loss of business or profits, embarrassments, losses or damages whatsoever arising from the disclosure to third parties or loss or damage of any nature suffered by the Depositor arising from or occasioned by any:
   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 CIMB's gross negligence or willful default. Such notification may be sent in English or other languages determined by the Depositor.

COMPLAINT

105. In the event of any complaint relating to this Terms and Conditions, and or making inquiry, the Depositor may contact CIMB using any of the following channels under the Customer Care Contact Details below.

106. The Depositor agrees to provide CIMB of the necessary information to be used for the investigation and resolution of the complaint and/or processing of any request.
107. CIMB shall acknowledge the receipt of the Depositor's compliant and/or request and notify him of the prescribed processing time to resolve the complaint and/or acting on the request, and if necessary and practicable, provide updates on a regular basis.

CUSTOMER CARE CONTACT DETAILS

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

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

For Globe and TM subscribers, you may call us on our landline: +632-89242462. Telco charges apply.

Website Help and Support: cimbbank.com.ph/gethelp

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

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

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