

## **CIMB BIZ TERMS AND CONDITIONS**

### **1. INCORPORATION OF THE GENERAL DEPOSIT TERMS AND CONDITIONS FOR UPSAVE OR GSAVE (AS APPLICABLE)**

- (a) The General Terms and Conditions (as may be amended from time to time) of the UpSave and GSave deposit accounts (as applicable) ("General Deposit Terms and Conditions") found here form an integral part of and have suppletory application to these CIMB BIZ Terms and Conditions.
- (b) Should there be any irreconcilable conflict on a specific subject matter between the General Deposit Terms and Conditions and these CIMB BIZ Terms and Conditions, the latter shall prevail.

### **2. ELIGIBILITY CRITERIA**

- (a) Participation in CIMB BIZ is extended by way of invitation by the Bank to select Depositors based on the eligibility criteria below:
  - 2.a.1. The Depositor uses his/her CIMB deposit account for business transactions as validated and determined by the Bank
  - 2.a.2. The Depositor has declared that he/she is engaged in business as validated and determined by the Bank.
- (b) Once classified as a CIMB Biz Depositor, a depositor shall no longer be eligible under any other segment of the Bank, such as CIMB Prime.
- (c) The Bank reserves the right to change the eligibility criteria, including the minimum ADB. Any change shall take effect on the effective date specified in the Bank's notice in accordance with applicable law or regulation through any of the means set forth under the Section on Communications in the General Terms and Conditions on Deposit.
- (d) Acceptance of the Depositor as a CIMB BIZ Depositor is a privilege and not a right and is subject to the sole discretion of the Bank.
- (e) The status of the eligible Depositor as a CIMB BIZ Depositor is subject to the periodic review and assessment by the Bank. Without limiting the list below, the following instances may lead to the disqualification or ineligibility of the Depositor as a CIMB BIZ Depositor:
  - 2.e.1. The Depositor's account/s (deposits and loans) with the Bank:
    - 2.e.1.1. is/are not in good standing; or
    - 2.e.1.2. is/are used for illegal or fraudulent activities as determined by the Bank; or
    - 2.e.1.3. is/are unsatisfactorily handled and maintained as determined by the Bank; or
  - 2.e.2. The Depositor is in breach of any of these CIMB BIZ Terms and Conditions; or
  - 2.e.3. The Depositor is in breach of any terms and conditions governing any other product of the Bank; or
  - 2.e.4. If there is any change in law or regulation which makes it impossible or unlawful for the Bank to continue with CIMB BIZ; or
  - 2.e.5. The Depositor fails to perform one (1) cash-in transaction every three (3) months starting from the time that he/she became a CIMB Biz Depositor; or
  - 2.e.6. The Depositor has voluntarily opted out of CIMB BIZ participation.

- (f) Notwithstanding sub-clause (d) above, the Bank reserves the right to discontinue, suspend, or terminate the status of the Depositor as a CIMB BIZ Depositor by giving at least thirty (30) calendar days prior notice to said Depositor.
- (g) The Bank shall not be liable for any claim or compensation for any losses or damages suffered by the Depositor as a direct or indirect result of the act of termination, cancellation, amendment, modification, revision, restriction or suspension of his/her eligibility as CIMB BIZ Depositor and/or all or any of CIMB BIZ's benefits and privileges, except to the extent that such loss, liability, claim or damages directly and solely arises from the Bank's own gross negligence or willful misconduct as duly proven in a tribunal of competent jurisdiction. Further under no circumstances shall the Bank be liable for any exemplary or punitive damages, indirect, incidental, consequential and/or secondary loss or damage, including but not limited to any loss of profit or income or savings, expectation loss, reliance loss, pure economic loss or similar loss or damage that the Depositor may suffer by reason of any act or omission of the Bank, even if the Bank had been advised of the possibility of such loss or damage in advance.

### **3. CIMB BIZ BENEFITS AND PRIVILEGES**

- (a) A CIMB BIZ Depositor may refer to this link: [Segment Disclosure](#) for the full list of CIMB Biz benefits and privileges.
- (b) To continue enjoying CIMB Biz benefits and privileges, you need to:
  - 3.b.1 Maintain a total minimum Average Daily Balance (ADB) of Php 5,000 every month ("Minimum ADB") in your accounts at all times.
  - 3.b.2 Perform at least one (1) cash-in transaction every three (3) months.
- (c) The Bank may decide from time to time change the Minimum ADB requirement. The CIMB BIZ Depositor shall be notified accordingly and will be given prior notice pursuant to the Section on Communications in the General Deposit Terms and Conditions. Failure to still meet the said Minimum ADB requirement, the Bank may suspend the Depositor's entitlement to CIMB BIZ benefits and privileges or terminate the Depositor's status as a CIMB BIZ Depositor.
- (d) The Bank will notify you if you have failed to maintain the eligibility criteria of CIMB Biz, and you will have thirty (30) calendar days from such notification to comply. Failure to do so shall entitle the Bank may revert or remove some or all of the benefits and privileges under CIMB BIZ, while maintaining the Depositor's status as a CIMB BIZ Depositor.
- (e) The Bank reserves the right to terminate, cancel, amend, modify, revise, restrict or suspend all or any of the CIMB BIZ benefits and privileges. Any change shall take effect on the effective date specified in the Bank's notice in accordance with applicable law or regulation through any of the means set forth under the Section on Communications in the General Deposit Terms and Conditions on Deposit.

#### **4. TERMINATION OF CIMB BIZ BENEFITS AND PRIVILEGES**

- (a) Upon termination of CIMB BIZ benefits and privileges due to instances set forth in these Terms and Conditions, the Bank shall have the right to revert to the deposit interest rates and impose charges or fees applicable to non-CIMB Biz savings account.

#### **5. SERVICE AND OTHER BANK CHARGES**

- (a) The CIMB BIZ Depositor shall be notified of any fee or charge to be imposed by the Bank in connection with qualification to CIMB BIZ or with the benefits and privileges associated with CIMB BIZ, and such fee or charge shall take within the period as may be provided by the Bank.
- (b) Charges, fees, and penalties include, but are not limited to, the following: fees for failing to meet the required minimum ADB or other fees and charges that the Bank may impose from time to time.