

General Provisions for Deposits Account

- 1. Documents and Information for Opening of Accounts:** The CLIENT represents and warrants that all documents, including identification papers/ cards, presented or to be presented, and all information provided or to be provided by the CLIENT to CUB in connection with the client's application for the opening of, or for any transaction under, any and all present and future accounts (the "Account/s") with it are all genuine, true, complete and valid and the said documents have not been cancelled or revoked and the information correct and subsisting as of the date they were provided to CUB. The CLIENT also warrants that he will submit the documents and information required by CUB in relation to such account opening within the required period as may be imposed by CUB. Failure to submit the documents and information within a specified time period shall result in the closure of the Account/s. The CLIENT also warrants that, in case of any change in the submitted documents and information, the CLIENT will immediately inform CUB in writing and submit all relevant documents and information in relation to such change; otherwise, communication sent to the last correspondence details given shall be deemed to have been received by the CLIENT.

Only individual CLIENT(S) have the right to terminate within two (2) days from the starting day of a specified amount of deposit with a contractual maturity date or specific term period of at least one calendar year. The individual client should notify within two (2) banking days from said starting day about his intention or option to terminate the term or time deposit agreement, in which the withdrawal of the deposit should be not later than two banking days after the starting date of making the deposit. This right to terminate shall also be known as the Cooling-Off period as described in BSP Circular 857 on consumer protection. The client shall not receive interest income from the start of his deposit and shall be charged a reasonable amount of Cooling-Off fee to be determined by CUB in its schedule of fees which is displayed at the branch's tellering area.

- 2. No involvement in terrorism and/or money laundering activities.** The CLIENT represents and warrants that he/it is not engaged in or otherwise involved, directly or indirectly, for its own account or on behalf of other entity/ies, in (a) any money laundering activity, terrorist or terrorist financing, or similar or comparable criminal activity, whether within or outside the Philippines, and/or (b) any transactions denominated in or reliant upon virtual currency of any kind or nature. In the event CUB, acting in good faith and on the basis of credible evidence (regardless of whether an investigation has been initiated by competent government authority against the CLIENT), determines that there is reasonable basis to believe that the CLIENT has breached its representations and warranties hereunder, then CUB shall have the right to close the Account/s without prior notice to or consent of the CLIENT, and/or to make appropriate reports to government authorities as may be required or as CUB may deem necessary under the circumstances, and the CLIENT expressly waives all of its rights under applicable bank secrecy laws and regulations for the purpose of authorizing CUB to exercise any or all of its rights hereunder. CUB's exercise of its rights granted under this paragraph shall not give rise to liability of any kind or nature to the CLIENT and/or its related parties, and shall be without prejudice to all other remedies available to CUB as against the CLIENT under applicable law and regulations.
- 3. Deposits/ Payments:** CUB shall accept deposits and payments either in cash, check or debit the CLIENT's Account's. All deposits/ payments must be made by the CLIENT or his representative by filling out the prescribed form. The CLIENT shall be responsible for the correctness, genuineness and validity of all items deposited and endorsements, signatures and information found therein. CUB shall not be liable for losses caused by any inaccuracies in filling-out the form.
- 4. Receipt of Check Deposits:** A check or any other item not payable by CUB (collection item) shall be accepted by CUB for transmission only to the payor institution. CUB will not be responsible for any losses or delays occurring in the course of transmission when caused by the act, neglect, default, failure, or insolvency of any correspondent or transmitting entity or of the payor institution. No drawing shall be allowed against uncollected deposits. Proceeds from clearing of any collection item deposited shall be posted to the relevant Account, net of charges.
- 5. Post-dated Checks:** The CLIENT agrees that any checks that are dated beyond the date of its deposit with or representation to CUB ("Post-dated Check") shall not be accepted, whether for clearing or other purposes. The CLIENT therefore agrees to refrain from issuing Post-dated Checks or from depositing to or negotiating through his Account/s such check/s. If through inadvertence, CUB: (i) honors or pays out post-dated check issued by the CLIENT, or dishonors a check issued by the CLIENT for any reason other than its being post-dated, or (ii) negotiates a Post-dated Check issued by the CLIENT, the CLIENT absolves CUB from claims resulting therefrom and the CLIENT shall answer for all charges or liabilities that CUB may incur arising from any post-dated Check of the CLIENT.
- 6. Second-endorsed Checks:** The CLIENT agrees that any checks deposited with or presented to CUB by a party other than its issuer or its payee. ("Second-endorsed Check") may not be accepted by CUB for deposit. In exceptional cases where CUB accepts a second-endorsed check from the CLIENT, the CLIENT assumes full responsibility for the correctness, genuineness and validity of endorsements appearing on the Second-endorsed Check. The CLIENT warrants that he has the right and authority to endorse any Second-endorsed Check deposited in his account, whether or not the check bears his endorsements. The CLIENT shall indemnify CUB and hold CUB free and harmless from any and all claims, suits, actions, charges, losses, damages or other liabilities and obligations arising from or in connection with said acceptance. Furthermore, the CLIENT hereby authorizes CUB, upon its receipt of Affidavit of the payee of Second-endorsed Check affirming the forgery of the payee's endorsement or lack of payee's authorization for another party to negotiate the check, to debit from the Account/s such amount/s as shall be sufficient to answer for all sums that may be claimed against CUB arising from its acceptance of Second-endorsed Check/s from the CLIENT.
- 7. Stale Checks:** Any check that is deposited with or presented to CUB for payment six (6) months from the date ("Stale Check") shall not be accepted.
- 8. Returned Checks:** CUB is under no obligation to notify the CLIENT, before returning to the collecting or negotiating bank (thru PCHC/ BSP clearing House), checks drawn on it and which cannot be accepted because of insufficiency of funds or technical defects, e.g. post-dated, amount in words and figures differ, etc. or any other justifiable reason. Neither has CUB any obligation to inform the CLIENT about the return or dishonor by the payor CUB shall not be held liable for not informing the CLIENT of any check returned by or returned to CUB for whatever reason.
- 9. Withdrawal/ Fund Transfers:** All withdrawals/ fund transfers at any CUB Business Center must be made by the CLIENT by filling out the prescribed form and shall only be allowed against cleared balances. Withdrawal/ fund transfer through client's representative shall be allowed by CUB upon presentation of an authorization letter from the CLIENT and valid identification documents of both the CLIENT and his authorized representative, which shall be verified and validated by CUB, CUB reserves the right to refuse any withdrawal/ fund transfer request if the results of document and signature verification are unsatisfactory.
- 10. Improperly Handled Accounts:** An Account will be automatically closed by CUB without need of prior notification to the CLIENT in case the Account is mishandled by:
 - a. The issuance of unfunded or insufficiently funded check/s without prior arrangement with CUB; and/or
 - b. If any document or information are not submitted within the required/ regulatory periods. In such event, notice by registered mail shall be forwarded to the CLIENT at its address indicated in CUB's records. A CUB Manager's Check for the balance of its Account shall be issued and must be claimed by the CLIENT upon notification by CUB of the availability of the said Manager's Check. In case of checking accounts, the CLIENT agrees to return to CUB any unused checks he may have in his possession prior to the release of the Manager's Check.
- 11. Closure of Account:** CUB reserves the right to close Account without prior notice to the CLIENT in cases where there is no deposit balance therein at any time, or when it is conducted in any manner not satisfactory to it (including mishandling of the account), or if the CLIENT is found to be involved in fraud or an attempt to defraud, or the Account is being used as a tool for the commission of a crime, money laundering or terrorist financing, or is a defendant in court cases involving sums of money, or when the continued existence of the Account will prejudice CUB's interest in any way. In the event an Account is closed (for any reason), CUB is further authorized to report, as required, such closure and the reason/s therefore to the Bankers Association of the Philippines (BAP) Credit Bureau, Bangko Sentral ng Pilipinas (BSP), Anti- Money Laundering Council (AMLC), Credit Information Corporation (CIC), U.S. Internal Revenue Service (IRS) and/or other appropriate government agency, office or body. CUB shall not be liable for damages, claims, demands of whatever kind or nature, in connection with or arising from: (a) the closing of an Account; and/or (b) the dishonor of any check there under which may be presented to CUB after closure of the Account; and/or (c) the reporting by CUB of the Account closure and the reason/s therefore to the BAP, BSP, AMLC, CIC, US IRS and/or other appropriate government agency, office or body.

12. **Return of Checks Drawn Against U.S Banks:** Check drawn against banks in the United States of America are subject to U.S. Check 21 regulations. In case of dishonor of any such checks, the CLIENT may be provided a substitute check or an electronic image of the deposited/ returned check, in lieu of the original thereof.
13. **Checkbooks:** CUB furnishes Checkbooks within a reasonable time after a request and payment therefore is made by the CLIENT. Charges for checkbook requisition can be collected by Cash or debit to Current/Savings account. The CLIENT shall exercise care in requisitioning for additional checkbooks. The CLIENT agrees that, provided CUB exercise reasonable diligence in determining the genuineness of the CLIENT's signature on the requisition for the checkbook, CUB may assume that the bearer of the requisition for checkbook form is authorized representative of the CLIENT. It is incumbent upon the CLIENT to check the correctness and completeness of the checkbook before acknowledging receipt thereof. The CLIENT shall likewise safeguard all unutilized checks with utmost care to preclude any possible loss and/ or pilferage. Any lost unissued check or booklet shall be reported immediately to CUB using the Stop Payment Form. The use of MICR checks printed or secured from entities other than those accredited by the BAP Accreditation Board shall constitute a waiver on the part of the CLIENT of his rights to claim for reimbursement/ refund or damage of any kind arising there from. All blank spaces on checks drawn must be completed and there should be no alterations made on checks issued. CUB may dishonor checks if signatures are not in accordance with specimen registered with CUB or if there are any alterations.
14. **Stop Payment:** Should the CLIENT desire to stop payment any check Issued against his Account, complete instructions fully identifying the check should be communicated to CUB in writing using CUB's form. The CLIENT shall furnish CUB with any further documents necessary for the purpose of effecting the CLIENT's instruction. The Stop Payment Order shall be effective for six (6) months only from the date of receipt of the order, renewable upon execution of another Stop Payment Order. Therefore, the CLIENT must, at all times, exercise care in handling and issuing checks to preclude possible losses.
15. **Statement of Account:** The Statement of Account (SOA) is the official record of the transactions and balances of the account. It shall be provided to the depositors with current accounts, time deposit and savings account periodically or upon request either through pick-up, by mail or electronic mail/e-mail to the address provided by the Depositor. In opting to receive the SOA via e-mail, the Depositor assumes the risks involved in e-mail transmission, such as but not limited to the risk that the information may not be delivered, the account information becomes exposed to unknown third parties and loses its confidential nature. As such, the depositor agrees to hold the Bank free and harmless from liability of any damages that may arise as a result thereof.
16. **Passbook/ Time Deposit (TD) Placement Confirmation:** The passbook/ TD placement confirmation is non-negotiable, non- transferrable and non- assignable. No entries other than those affected by the bank itself shall be recorded in the passbook/ TD placement confirmation. In the event of any discrepancy between the entries in the passbook and those appearing in the records of CUB, the latter shall prevail. The CLIENT agrees to give extra care to the passbooks/ TD placement confirmation issued by CUB for the account/s. Lost, stolen or destroyed passbooks shall be immediately reported by the CLIENT to CUB Business Center where his account is maintained. A new passbook shall be issued provided the requirements of CUB are complied with. CUB shall not be liable and obliged to replace lost or stolen TD placement confirmation of the CLIENT regardless if such is reported by the CLIENT to the bank. Any claim of erroneous entry on the passbook/TD placement confirmation must be made by the CLIENT before leaving the CUB premises or on the occasion when the entry was made. All erroneous entries posted on the passbook/ TD placement confirmation should be immediately reported; otherwise, CUB shall be relieved from any responsibility in connection therewith.
17. **Interest:** Savings Account, whether in local or in foreign currency, will earn interest at a rate determined by CUB, computed on the basis of its average daily balance and compounded monthly , provided the required minimum daily balance is maintained. Any savings Account will be credited monthly on the next banking day for the interest earned. However, no interest will be paid on any Saving Account whenever for ten (10) years there shall have been no deposit, withdrawal or presentation of passbook or any transaction on the Account. Interest on time deposits and the terms of payment thereof shall be as indicated in the respective TD placement confirmation covering the time deposits. Initial interest on the time deposit shall be at the rate indicated on the face of the TD placement confirmation. Any changes in the interest rate of the placement upon rollover shall be indicated in the monthly Statement of Account/ Rollover Advice to be provided to the depositor. No consent or confirmation, with respect to the change in the interest rate, shall be required from the depositor.
18. **Dormant Accounts:** A Savings Account without any activity (deposit/withdrawal/encashment) for two (2) years and a Current Account without any activity for one (1) year shall be classified as dormant. The Bank may impose dormancy fee on a dormant deposit account with a balance that fall below the minimum monthly ADB five (5) years after the last activity therein. The Depositor hereby authorizes the Bank to automatically debit from its deposit account the total amount PHP30.00 per month for PESO Account and USD1.00 for USD Account. A CLIENT with a dormant account shall not be allowed to transact until this is reactivated. The CLIENT may reactivate a dormant account through any CUB Business Center upon submitting the documents required by CUB and accomplishing an Account Maintenance Form. Accounts remaining dormant for more than ten (10) years may be escheated in favor of the Philippine government as provided by law.
19. **Minimum Balance:** A minimum monthly average daily balance (ADB) as set by CUB, must be maintained by the CLIENT, PHP500,000 for Peso Account and USD11,500 for Dollar Account Accounts falling below the required minimum monthly ADB shall be subject to service charge/s. CUB reserves the right to change the minimum monthly ADB or service charges. Notice of such change may be posted at CUB website or by posting at CUB Business Center or Branch.
The depositor should maintain account balances at the agreed / required monthly average daily balance (ADB) computed as follows:

$$\text{ADB} = \frac{\text{Day 1 ending balance} + \text{Day 2 ending balance} \dots + \text{day 30/31 ending balance}}{\text{Divided by (No. of days in the month i.e. 30/31 days)}}$$

Divided by (No. of days in the month i.e. 30/31 days)

The Bank may waive the maintenance of the monthly ADB. The Bank, however, reserves the right, in its sole discretion and at any time, to lift or cancel such waiver for whatever reason.

20. **Service/ Maintenance Charges:** The Account/s, whether active or dormant, shall be subject to service and maintenance charges that fall below the required minimum monthly average daily balance (ADB) - MORB Sec. X263. A monthly service fee as posted in the bank premises shall be charge to the account whenever its balance falls the minimum daily balance requirement for two (2) consecutive months for a total of PHP500.00 for PESO Account and USD10.00 for USD Account. CUB reserves the right to impose new charges and change existing charges within the limits allowed by the law or pertinent regulations. Such charges shall be deducted from the Account/s and CUB shall not be liable for the dishonor, as a result thereof, of checks, drafts, notes or other instruments because of insufficient funds. Accounts with Zero Balance due to service charges or other causes may be closed by the Bank without prior notice to the Depositor.
21. **Early Closure:** If the CLIENT applies for termination or closure of its Account within one (1) month from its opening, the CLIENT shall pay an Early Closure Fee (ECF), at the rate prevailing at the time of application, before CUB effects the Account termination or closure, CUB reserves the right to automatically deduct from the Account the amount for the payment of the ECF.
22. **Counterfeit Note:** The amount of any deposited note found to be spurious or counterfeit by CUB or its depository bank or any government authority shall be immediately debited or deducted from any or all accounts of CLIENT, whether in Philippine Pesos or in foreign currency, without need or prior notice to the CLIENT, whether or not the counterfeit note is returned to CUB by its depository bank or government authority. In case any counterfeit note is not returned to CUB by its depository bank, CLIENT shall not require CUB to return the same to CLIENT and shall not hold CUB liable for not returning the counterfeit note. CLIENT hereby acknowledges that CUB's verification of any note and its acceptance thereof for deposit/ placement/ mode of payment for remittance or for any other transaction with it is not considered by CLIENT as CUB's attestation to or confirmation of the authenticity of such note.
23. **Joint Account:** (Applicable only to Retail Accounts): All money deposited or to be deposited under a Joint Account by either both or all of the joint depositors for credit to their account shall be received and held by CUB on the understanding and upon the condition that said money so deposited is without reference to previous ownership, and all interests, dividends and credit thereon, shall be owned by the joint depositors equally or jointly. This joint ownership shall be binding on the joint depositors, their heirs, executors, administrators, as assigns.

24. In the case of joint "AND" Accounts, withdrawal will need the signatures of all the joint depositors or their respective duly appointed attorneys-in-fact authorized by their joint consent in writing. In the case of joint "OR" Accounts, withdrawals may be made by any or all of them, or of any or all of their respective duly appointed attorneys-in-fact as authorized by their joint consent in writing. Any payments made from these accounts under any of the foregoing circumstances shall be valid and shall completely release and discharge CUB of any liability. No instruction for change or modification of this joint ownership or closure of the Joint Account/s shall be effected unless reduced in writing and signed by ALL Joint depositors, whether in the case of joint "and" accounts or in case of joint "and/or" accounts. Provided, however, that an instruction from at least one of the "and/or" joint depositors shall automatically convert the "and/or" account to an "and" account and subject to withdrawal upon the signatures of all the joint depositors, and provided further that CUB may, as its option, close an Account any time if it has no outstanding balance.
25. **Payroll Accounts:** (Applicable only to Retail Accounts): If CLIENT has a Payroll Account, the said Account shall be converted into a regular Savings/Current Account, without need of prior notice to or prior consent from the CLIENT, after the occurrence of either or both of the following events:
- CLIENT's employment with the company which has a payroll arrangement with CUB (Employer) ends or is terminated by the CLIENT or by the Employer for any reasons; and/or
 - The arrangement between the Employer and CUB for a payroll arrangement ends or is terminated, whether by CUB or by the Employer or by both of them, likewise for any reason.
- After the conversion of the Payroll Account into a regular savings/current, the CLIENT shall become bound by the terms and conditions governing the opening of a regular account including, but not limited to, the maintenance of a minimum balance and the payment of all applicable fees and charges.
26. **Signature Update:** The CLIENT hereby agrees to update its/his signature every three (3) years or sooner when required by CUB. Any changes in specimen signatures or authorized signatories shall only be accepted upon receipt by CUB of a written request from the CLIENT in the prescribed form. For joint accounts, written requests must be signed by ALL depositors. For juridical entities, the written request must be supported by a board/partners resolution, whichever is applicable.
27. **Authority to Disclose:** The CLIENT hereby authorizes CUB or its duly authorized personnel to disclose to any of the offices, branches, subsidiaries, agents and representatives of CUB and third parties selected by any of them, wherever situated, for use in connection with the provision of any service or product relating to the CLIENT's account(s) (including data processing and storage, anti-money laundering monitoring, reviewing and reporting, statistical and risk analysis purposes). In addition to the foregoing, the CLIENT hereby authorizes CUB and any branch, subsidiary, affiliate, agent, representative, third party or its duly authorized personnel to transfer or disclose to the Bangko Sentral ng Pilipinas, Anti-Money Laundering Council, BAP Credit Bureau, Bureau of Internal Revenue, Credit Information Corporation, the U.S. IRS, or such other relevant regulatory agency and their duly authorized representatives, any information in relation to the Account/s with CUB as may be required by law, regulation, or agreement. Likewise, the CLIENT hereby authorizes CUB or its duly authorized personnel to disclose to its foreign and local correspondent banks the information specified herein (and such other additional information provided to CUB by the CLIENT) for purposes of satisfying the requirements of the latter in relation to the processing, anti-money-laundering monitoring review, investigation, and audit of the transactions on the CLIENT's present and future Accounts. Likewise, the CLIENT hereby authorizes CUB or its duly authorized personnel to disclose to third party tie-ups and other institutions of the client avails of CUB Remittance Channels. The CLIENT agrees to indemnify and hold CUB free and harmless, including its officers, directors, employees and representatives, against any and all disputes, claims demands, losses, penalties, liabilities, costs and expenses of any kind whatsoever, imposed on, incurred by or assessed against the CLIENT in respect of or in connection with the information provided in relation to the Accounts, the disclosure of such documents and information on the Accounts, and the consent herein granted.
28. **U.S. Person Declaration:** If the CLIENT is a U.S. person (i.e., a citizen or lawful resident [green card holder] of the United States of America, or juridical entity organized under the laws of the United States of America), the CLIENT shall identify himself/itself as one, provide CUB with his/its U.S. taxpayer identification number, and comply with all information and documentary requirements under U.S. regulations/agreements. The CLIENT hereby declares under penalty of perjury that:
- (a) The U.S. taxpayer identification number provided is true and correct; and
 - (b) It/He agrees to waive any bank secrecy, privacy or data protection rights related to the CLIENT's Account/s
29. **Withholding:** The CLIENT hereby authorizes CUB to withhold any and all taxes/amounts in accordance with applicable local and foreign laws or regulations, or as may be required by or pursuant to agreements with local or foreign regulators, authorities or bodies. CUB shall notify the CLIENT thereof via mail to the CLIENT's last known address on file or via electronic mail to the CLIENT's designated email address if enrolled in CUB's electronic channels.
30. **Request for Copies of Documents:** CUB reserves the right to deny any request of the CLIENT for a copy of any document or record kept or to be kept by CUB on any transaction on the Account/s. The CLIENT agrees that he shall not compel CUB to produce any document or its copy and that he shall not hold CUB liable for any damages or costs for not producing any requested document or copy thereof.
31. **Security for Obligations:** CUB is hereby authorized to apply, at its option, to the payment of any or all obligations of the CLIENT under or arising from the Account/s or the items placed in deposit therein, or any other transaction with CUB now existing or hereafter contracted by the CLIENT including loans, interest penalties, charges, and other receivables from him, whether or not covered by promissory notes or other credit agreements, all moneys under the Account/s from proceeds from the sale of securities and things of value which may be in its hand on deposit or otherwise, belonging to the CLIENT which sale, whether public or private, CUB is also hereby authorized to undertake, likewise at its option, for and in the name of the owner/s thereof. CUB shall not thereafter be liable for withholding or applying to the payment of said obligations any or all amounts under the Account/s for the dishonor of checks, notes, drafts or other instruments for insufficiency of funds or other consequences of the foregoing. CUB is hereby authorized to debit the Account/s any time such amount/s as shall be established by CUB as improper or excessive or erroneous credit/s thereto.
32. **Insufficient Balance:** In the event there is no outstanding or no sufficient balance under any or all Accounts of CLIENT to answer for any questioned Second-endorse check, or of a counterfeit note, or of any other obligation of the CLIENT arising from any transaction under his Account/s, the CLIENT shall immediately pay CUB said full amount or the deficiency, as the case may be, upon CUB's demand, without prejudice to CUB's right to seek other legal remedies.
33. **Excess or Erroneous Credit:** Any excess or erroneous credit posted to the CLIENT's Account/s shall be debited against this Account and/or the other Accounts of the Accountholder of any currency. The CLIENT hereby authorizes CUB to automatically debit any over credit, erroneous credit or misposted amounts from the Account/s without need of notice or demand.
34. **Conflicting Authorized Signatories:** (Applicable only to Corporate Accounts): In the event CUB is presented conflicting claims, documents or certifications on the authorized signatory/ies or representative/s of the CLIENT, CUB is hereby authorized to refuse to act on any instruction, or to allow any withdrawal or to honor any check, signed by any officer/s claiming to be authorized signatory/ies of the CLIENT until CUB is presented a final and executor order or judgment by competent authority naming the authorized signatory/ies of the CLIENT or until a satisfactory arrangement is worked out, at the sole determination of CUB. In case of conflicting claims by the representatives of the CLIENT, CUB may, at its sole discretion, close the account and a Manager's Check for the outstanding balance shall be delivered to the office of the CLIENT at the address indicated herein or in the notice of a new address subsequently provided to CUB, if any.
35. **Indemnity:** The CLIENT shall hold CUB, and/or its directors, officers and personnel free and harmless from any and all claims, suits, actions, charges, other liabilities and obligations, and indemnify CUB, and/or its directors, officers and personnel upon demand, for all losses, damages and expenses it or any of them may suffer or incur, arising from or in connection with the acceptance of deposits to the Account/s or the processing of any transaction applied for or requested by the CLIENT, or for not honoring any instruction or check issued by the CLIENT or for closing any Account/s under the circumstances provided herein.

36. **Attorney's Fees and Costs/Venue:** In the event CUB is compelled to institute judicial or extra-judicial action or proceedings to enforce collection of any indebtedness arising out of this Agreement, the CLIENT agrees and shall be bound to pay CUB an additional amount equivalent to twenty percent (20%) of the total amount due, but in no case less than Five Thousand Pesos (P5, 000.00) including accrued interest, as attorney's fees, in addition to cost of suit. In case a litigation arises herefrom, venue shall be exclusively in Makati City or in the place where the relevant Business Center or Branch of CUB (or where the Account/s involved in the judicial action is maintained) is located, at the option of CUB.
37. **Applicable Rules and Regulations:** In all cases not specifically provided for in the foregoing or otherwise by written agreement between CUB and the CLIENT, the usual customs and procedure common in banks in the Philippines shall exclusively govern all transactions between CUB and the CLIENT, with regard to the Account/s. The Account/s are also subject to such regulations, terms and/or conditions as may be imposed by BSP, BAP, U.S. IRS, and other regulatory agencies relative to the establishment and operation of the Account/s.
38. **Amendment:** CUB reserves the right to amend these Terms and Conditions at any time and without need of prior or subsequent notice of changes to the CLIENT. Any amendments or changes may be posted at any conspicuous place at the CUB Business Center or Branch or through the Bank's website, or by publication or other means of communication, electronic or otherwise.
39. **Separability Clause:** If any or some of the terms and conditions herein is declared invalid or unenforceable, the rest of the provisions will not be affected thereby.
40. **Interpretation:** As used herein, the word "CLIENT" applies to any depositor, whether under an individual of a joint account shall include its plural form and masculine pronoun used herein shall include the feminine and neuter form, whenever appropriate.
41. **Communication:** The CLIENT hereby agrees that CUB and its offices, branches, subsidiaries, affiliates, agents, representatives and authorizes third parties may send or communicate with the CLIENT via SMS, email and/or other means available in the future for reminders, notices, promotional advertisements/campaigns, from time to time concerning the Account/s of the CLIENT and other CUB products and services. Any inquiries, complaints or requests of the CLIENT shall be communicated to CUB Customer Contact Center via phone at +632-751-1161 or by visiting the CUB Business Center where his Account/s is maintained.
42. **PDIC Provisions:** Deposit accounts are insured by the Philippine Deposit Insurance Corporation (PDIC) up to the maximum amount of Five Hundred Thousand Pesos (Php500,000.00) per depositor. All PDIC laws, rules and regulations on deposit insurance shall apply.
43. **Coverage of Terms and Conditions:** All the terms and conditions above apply to all deposit Account/s whether existing now and/or to be opened hereafter.
44. **Governing Law:** These terms and conditions are governed by the laws of the Republic of the Philippines.