

ACCOUNT TERMS AND CONDITIONS

PART I. General Terms and Conditions

1. Account Holder/s shall be bound by the terms and conditions governing any account or placement opened or may hereafter open via mobile application of the Philippine Bank of Communications (PBCOM), hereinafter referred to as the "Bank".
2. Account Holder/s hereby represent and warrant that they are free from any legal impediment in opening an Account and have a right of ownership to whatever funds placed in the account.
3. The words "I", "Me", and "My" used herein shall refer to the person who opened the Account. The words "You" and "Your" shall refer to PBCOM. Where the Account is opened by more than one person, "I", "Me" and "My" shall read as "We", "Us" and "Our", respectively, and unless the context otherwise requires, our obligations and liabilities hereunder shall be joint and several or solidary.
4. Prevailing interest rates and balance requirements for Savings account can be viewed at <http://www.pbcom.com.ph/> then go to *Personal Banking / Deposits / Rates*.
5. Updated Schedule of Fees and Charges can be viewed at <http://www.pbcom.com.ph/> then go to *Personal Banking / Deposits / Fees & Charges*
6. The Bank shall have the right to amend or supplement these terms and conditions from time to time. However, any such change may be effected by posting notice thereof in a conspicuous place in the Bank's premises and/or website prior to its implementation.
7. I agree to receive PBCOM marketing and service messages through my email address and/or the mobile phone number recorded in the customer information file of the Bank.
8. All terms and conditions in the specific Terms, Conditions and Agreements for Account Opening / Placement that are not incompatible herein shall be applicable.

Onboarding and Account Opening

9. I shall assume full responsibility for the correctness, genuineness and validity of all information required for the onboarding and account opening.
10. I confirm that at the time of account opening, I am at least 13 years of age, Filipino residing in the Philippines. If I am below 18 years old, I agree that I need to submit the following documents (digitized copies) to the Bank before my account will be fully verified: (1) signed Parental Consent Form, (2) my birth certificate, (3) my ID and (4) ID of my parent/guardian.
11. Opening an account and use of PBCOMobile application will be subject to compliance with PBCOM's know-your-customer (KYC) procedures. An account opened based on the simplified KYC procedure for low-risk customers shall be given the status of a STARTER ACCOUNT and subject to the conditions stated in Section 68 hereof. Provided that, once the accountholder submits the additional requirements for security and identity verification under the comprehensive KYC procedure, the account shall then be converted to a regular savings account.
12. Enrollment into PBCOMobile shall be done via the PBCOMobile application. Upon registration, you must provide the necessary and accurate information needed such as but not limited to your personal and contact information. The Bank, at its sole discretion, reserves the right to validate the information provided by you through the mobile application or customer service. Once your

information has been validated, you will receive a confirmation from the Bank through short message sending (SMS) and/or electronic mail (e-mail). All information obtained from the customer shall be kept in the custody of the Bank for its reasonable use, subject to existing confidentiality and privacy laws.

13. Your use of PBCOMobile Services are permitted only after validation of the information you provided us and authentication of your identity through various authentication methods. Your instructions made after such validation and authentication shall be the authority of the Bank to carry out the banking transactions performed by you through the facility. The Bank shall have no obligation to verify the authenticity of any transaction received from you through or purporting to have been by you via the PBCOMobile application other than by means of verification of your mobile number through the One-Time PIN (OTP) sent, your user ID and password/passcode, or through biometric authentication methods such as but not limited to fingerprint scanning, facial recognition or retina scan.

Acceptance of Deposit and Maintenance of Account

14. The Bank shall accept deposits in either cash or check, except when duly authorized to decline any transaction as provided elsewhere in this Terms and Conditions. In receiving items for deposit, the Bank will act as a collecting agent and will exercise extraordinary diligence in handling their client's accounts. I understand that I will not be credited for nor will I be allowed to withdraw the amount corresponding to the items until cleared funds have actually been received by the Bank. Proceeds of deposit or collection items will be credited to my account, net of service charges that may be collected by the Bank or by drawee/collecting Bank.
15. I shall assume full responsibility for the correctness, genuineness and validity of all items deposited as well as of all endorsements thereon.
16. In making a deposit, I agree to assume full responsibility for the accuracy and correctness of the information filled out in the deposit slip
17. In case the deposit/s is/are in the forms of check/s, and the same is/are returned for any reason whatsoever, the deposit/s will be automatically cancelled and without force and effect.
18. The Bank shall not be responsible or liable for any diminution due to taxes or imposts or depreciation in the value of funds credited to the Account (which funds may be deposited by me in my name and subject to the Bank's control with such depository/ies as it may select) or for the unavailability of such funds due to restrictions on convertibility, moratoriums, requisitions, involuntary transfers, distraints of any character, exercise of military or usurped power, acts of war or civil strife or other cases beyond the Bank's control.

In case of foreign currency account, I hereby warrant that the same; (a) shall not be funded by foreign currency which is required to be sold/surrendered under existing *Bangko Sentral ng Pilipinas* (BSP) rules and regulations to the banking system; and (b) shall be funded purely by foreign currency receipts eligible for deposit under MORBFX Manual of Regulations on Foreign Exchange Transactions Sec. 2 and Sec. 3.1. I agree to make no deposit that would violate Republic Act. No. 6426 and its implementing rules and circulars including MORBFX Manual of Regulations on Foreign Exchange Transactions Sec. 2 and Sec. 3.1 and undertake to hold the Bank free and harmless from liability for deposits made in violation of said law, rules, and circulars.

Deposits in foreign currency shall be subject to the rules and regulations of the Manual of Regulations on Foreign Exchange Transactions (MORBFX) and all other circulars, rules and regulations that may thereafter be promulgated by BSP.

19. I shall immediately block my card via PBCOM mobile application or call PBCOM Contact Center to notify the Bank in case of loss, and I shall be liable to indemnify the Bank for any damage caused by such loss.
20. I shall promptly update my account information in case of changes via mobile application or notify the Bank by calling PBCOM Contact Center and submit necessary documents, if any. Correspondence sent to my last address given to the Bank shall be deemed to have been received by me.

Withdrawals

21. Withdrawals are all debit transactions from my account initiated by me or my duly authorized representative or agent as herein allowed.
22. I may withdraw from my savings account through Automated Teller Machine (ATM), Point of Sale (POS) terminals, eCommerce purchase, debit cards or PBCOM mobile application.
23. For withdrawals via Manager's Check (MC), telegraphic transfers, Debit Card, I shall immediately pay any documentary stamp tax, transmission or other charges related to withdrawals from the account upon demand.
24. The Bank's liability for any and all damages arising from oversight, operating errors, non-return of items, payment on stop payment items and similar acts of inadvertence shall be limited to the actual damages proven.
25. I agree that payment for any transmission and other charges related to my withdrawals from my account will be debited from said account.
26. For my dollar account, withdrawals may be made in the form of dollar cash (subject to availability and my prior notice to the Bank), telegraphic transfers, or demand drafts. These may also be in the form of peso currency based on prevailing rate of exchange.
27. The Bank may, at any time at its discretion and without notice to me, set off or apply to the payment of any obligation that may be owing to the Bank by any one of us (the Depositors), any and all monies which may be in the Bank's hands or otherwise belonging to me/us. I/We shall remain liable for any deficiency.
28. I shall maintain the minimum balance that the Bank shall require for the Account, which minimum balance the Bank may change from time to time without need of my prior consent. Service charge, which may change after due disclosure/ notification as required by Bangko Sentral ng Pilipinas (BSP), shall be imposed if account balance falls below the required minimum maintaining balance.
29. The Bank shall have the right to deduct service charges/fees against my account/s and such right shall have preference over the payment of any checks/drafts which may have been drawn from my account/s.

Closing

30. The Bank may, at any time and at its sole discretion, discharge its entire liability with respect to the Account by mailing to me, at my address on record, the Bank's draft in currency set forth in the Account, without recourse to the Bank as drawer, payable to my order, in the amount of the credit balance in the Account, together with such other documents, if any, which in the Bank's sole discretion may be necessary to transfer such funds to me.

31. My account is subject to and shall be governed by all pertinent laws, the rules, regulations, and policies of PBCOM, the Bankers Association of the Philippines (BAP), Philippine Deposit Insurance Corporation (PDIC) and BSP. In the event that my Account is closed by the Bank, I authorize the Bank to volunteer, provide and disclose information related to my Account to the BSP or any central monitoring body created to monitor and keep record of undesirable bank accounts/holders. This constitutes as a waiver of my rights under the Bank Secrecy Law & Sec. 55.1 (b) of the General Banking Law
32. In the event that there is a new law, regulation, policy, circular, etc. which may be in conflict to any existing deposit, investment, placement, service or other product of the Bank, I shall hold the Bank free and harmless from any and all damages, suits, claims, etc. which may arise or relative to such non-conformity to the newly declared law, regulation, policy, circular, etc.
33. I recognize the Bank's right to unilaterally close my Account without prior notice to me, in the event that it is improperly handled, e.g. (i) drawing, issuing or endorsing checks to said Account without funds to support the checks, or against insufficient funds, (ii) kiting; (iii) previous involvement in fraud or an attempt to defraud as indicated by reports received; (iv) other similar or analogous infractions which the Bank may deem unsatisfactory or in your opinion that I may be engaged in illegal or unlawful activities.

In case the Account is mishandled by me, or where a check is drawn against insufficient funds or uncollected deposits, or has technical defects, or when a stop payment order (unless for reason of stolen/lost check) has been requested or for other grounds prescribed by law, clearing house regulation, or regulation of the government agency concerned, the Bank shall have the right to impose or deduct therefrom an amount to cover penalties, fines and charges in accordance with the Bank's rules and regulations. The Bank may also impose and deduct in other instances such other fees in accordance with such rules and regulations.

Improper handling of account e.g. drawing, issuing or endorsing checks to said Account without funds to support the checks, or against insufficient funds resulting to negative balance on the account for three (3) consecutive calendar days shall give the Bank the right to automatically close my account thereafter.

34. In instances where temporary overdrawings or drawing against uncollected funds are allowed under express agreement or prior arrangement, interest and penalties shall be collected on the amount withdrawn plus the actual amount withdrawn.
35. In the event of my death or the death of my co-depositor/s, the Bank may freeze the account and the pertinent laws, banking rules and regulations and Section 97 of RA 8424 Tax Reform Act of 1997 shall govern the withdrawal of any balance left in the account.
36. In case the Bank is compelled to take judicial or extrajudicial action to enforce collection of any amount or debt arising out of the Account, I shall indemnify the Bank for attorney's fees in the amount of at least 10% of the total amount due, including accrued interest. Venue of such action or any action hereunder shall be at the City of Makati or any other courts with the same jurisdiction at Bank's sole discretion.

Interest Rate

37. Where the account type requires the payment of interest, the Bank shall compute interest based on the average daily balance for savings accounts at the prevailing rates prescribed by the Bank. Interest earned shall be credited at the end of the agreed payment period.

The Bank reserves the right to change the interest rate and the basis of computation and mode of payment as needed. The prevailing interest rate basis of computation and mode of payment and any amendments thereto shall always be posted in a conspicuous place at the Bank's premises and/or website prior to its implementation.

Prevailing interest rates for all deposit accounts (savings, checking and time deposits) can be seen in the Deposit Rate Sheet posted inside the Bank's premises.

No interest will be paid on a savings account closed prior to the interest payment dates set by the Bank or on any deposit balance or part thereof to which I have given prior instruction to the Bank that said balance or part thereof shall be withdrawn.

Transaction History

37. A Transaction History bearing all of the transactions for savings accounts shall be made available by the Bank every month. I agree to have the Transaction History be available via mobile application. I may, however, request for an on-demand statement bearing transactions from any type of account subject to certain fees.

I shall carefully check all entries in the Transaction History and shall report to the Bank any exception to any entry therein within ten (10) days from the availability of Transaction History. If the Bank does not receive any communication regarding the transaction within the said period, said Transaction History shall be considered complete and correct.

Dormant Account

38. A Savings Account showing no deposit, withdrawal or fund transfer for a period of two (2) years shall be classified as dormant. The Bank shall notify me prior to the re-classification of my savings account from active to dormant status.
39. A monthly service dormancy fee shall be charged beginning at the sixty-first (61st) month after a Savings remains inactive (no deposit/withdrawal/encashment/fund transfer) for five (5) years and the account has fallen below the required minimum monthly ADB for at least two (2) consecutive months. The Bank shall notify me prior to the start of collection of dormancy fee from my account.
40. Dormant accounts may be reactivated upon my personal instructions up to the tenth (10th) year following my last initiated transaction thereon. I shall update my specimen signature card with the Bank and the Bank shall fully establish my identity by requiring me to present valid IDs and supporting documents before processing reactivation and posting any transaction therein or closure of my dormant account, except in the case where I/we issued a check and said check has been presented through inward clearing, the Bank, at its sole discretion, may honor the check upon verification of the signature and provided the check has no technical defect/s
41. Savings Accounts that remain dormant for ten (10) years will be escheated in favor of the government under the Unclaimed Balance Law (Act No. 3936). Upon the surrender of the balance of my account to the National Treasury, it ceases to be the liability of the Bank. The Bank shall notify me prior to the inclusion of my dormant account in the list of unclaimed balances to be submitted to the Treasurer of the Philippines.

Specific Conditions for PBCOM Debit Cards

42. Issuance: The Customer may purchase a PBCOM Debit Card (hereinafter referred to as the "Debit Card") at the cardholder's sole discretion. The purchase and use of the Debit Card shall be subject

to existing laws, rules and regulations, as may be in force from time to time. The cardholder shall be deemed to have unconditionally agreed to and accepted these Terms and Conditions by linking the Debit Card to the account, , by signing on the reverse of the Debit/Cash Card, or performing a transaction with the Debit Card. The cardholder will also continue to remain bound by the General Terms and Conditions of the Bank.

43. Card Ownership: When purchased, the Debit Card must be signed immediately upon receipt. It is non-transferable and is for the cardholder's exclusive use. It is acknowledged that the Debit Card shall remain the Bank's property and may be cancelled or retained by the Bank at its sole discretion without prior notice.
44. Personal Identification Number (PIN): It is acknowledged that the PIN is strictly confidential and the cardholder should not under any circumstance disclose the PIN to any other person. All transactions entailing the use of the PIN shall, at all times, and in all circumstances, be conclusively binding
45. Transactions: The Debit Card is for electronic use only. Any usage other than through an electronic terminal will be deemed unauthorized and the cardholder shall be held responsible for such transactions.

The cardholder must not permit any other person to use the Debit Card and should safeguard it from misuse. The cardholder accepts full responsibility for all transactions made by the use of the Debit/Cash Card, at all times and in all circumstances, with or without his/her knowledge or authority. The cardholder accepts the Bank's record of these transactions as conclusive and binding in all respects.

The Bank reserves the right to impose and change the maximum limit per day for all types of transactions regardless of the sufficiency of the balance in the deposit accounts.

Debit cards may be transacted internationally through the Mastercard network. These transactions are also subject to the rules, regulations and laws of the country where the transactions were made.

Withdrawals within and outside the Philippines are subject to charges and will be debited from the Account at point of withdrawals. All international ATM withdrawals shall be in the currency permitted by the institution which owns the ATM.

For all international transactions, the amount will be converted to its Peso equivalent based on the exchange rate set by the Bank. The Bank may also impose a fee for international transactions.

The Account shall be debited with the amount of transactions effected by the use of the Debit Card. Hence, the cardholder authorizes the Bank and any of its employees, representatives and authorized third parties to effect any adjustment, correction or reversal on pre-authorized, misposted or erroneous transactions without the Bank incurring any liability.

The Bank will not be held responsible should a merchant establishment refuse to accept the Debit Card. If the cardholder is entitled to a refund or rebate for a purchase in part or in whole with the Debit Card, the cardholder agrees to seek a refund or rebate only from the merchant establishment.

46. Disputes: For disputes arising out of erroneous transactions or if the cash dispensed by the ATM is incorrect, the cardholder shall report the same immediately to the nearest PBCOM Branch or the Bank's Customer Care by calling (632) 8777-2266 or Domestic Toll Free at 1-800-1077-7226 or via email at customercare@pbcom.com.ph.

Mastercard related disputes where the supporting documents are provided by the cardholder beyond sixty (60) calendar days from transaction date shall not be entertained due to strict implementation of Mastercard timeframe and international rules.

47. Earmarking/Holding of funds:

47.1 The Bank may earmark and hold the available balance of the deposit accounts for inward clearing checks received prior to their posting/recording in the accounts. The Bank may return unpaid any clearing check to the presenting bank in the event that the account balance will not be sufficient at the time of posting.

47.2 The Bank may hold the available balance of deposit accounts for Mastercard related transactions upon authorization of the transaction. The cardholder authorizes the Bank and any of its employees, representatives and authorized third parties to effect any adjustment, correction or reversal on these Mastercard transactions without the Bank incurring any liability.

47.3 The Bank may hold funds on accounts provisionally opened as STARTER accounts, which are classified as restricted accounts, until the conduct of full KYC has been completed and client has submitted complete documents.

48. Fund transfer: Any transfer of funds using the Debit Card shall be considered final and binding on the accountholder once the system has successfully executed the instruction/transaction. PBCOM may withdraw temporarily or terminate all funds transfer facilities for all types of transactions at its sole discretion.

49. Bills payment: When accepting bills payments, the Bank merely acts as a conduit between the Payee of the bill and the cardholder. As such, the Bank shall not be answerable for errors made by the cardholder.

50. eRegalo: This functionality will allow someone to send a monetary gift to a recipient via PBCOMobile. It is the responsibility of the sender to ensure the correctness of the recipient's mobile phone number before sending the eRegalo. The recipient needs to have a PBCOMobile account with the correct mobile phone number used by the sender in order to receive the eRegalo. If the recipient has no existing PBCOMobile account, the recipient shall have 21 days from the date the eRegalo was created to open a PBCOMobile account with the correct mobile phone number, upon the expiry of which, the eRegalo shall be automatically cancelled and the funds shall be returned to the sender's source account. The sender may request for a cancellation of the eRegalo within 21 days from the date of creation provided that the funds have not yet been credited to the recipient's account, and such request may be accommodated by the Bank on a best efforts basis.

51. ATM Service Availability: The ATM shall be open 24 hours daily, except during service time. The Bank, however, may restrict the use of the ATM when the Bank is off-line and /or for such other unforeseen events and emergencies, which render the ATM inoperative.

52. Disclosure of Information: The cardholder consents to the collection, storage and communications of all data relating to the Debit Card and authorizes the Bank to assign or outsource certain aspects of its operations to third party service providers at its sole discretion and to disclose details of the Accounts and the accountholder(s) to such third party providers. The Bank also reserves the

right to report to Bangko Sentral ng Pilipinas any withdrawals or payments effected using the Debit Card.

53. Fees: The Bank may impose fees and charges for issuance and usage of the Debit Card. These fees and charges may be changed from time to time at the Bank's sole discretion. Any and all fees and charges incurred by the Debit/Cash Card shall be debited immediately from the cardholder's account. The cardholder will refer to the Bank's website for the complete list of fees and charges. *(Please refer to Annex A for the fees and limits on /Debit/Cash cards)*
54. Card expiration and renewal: PBCOM Debit Cards are valid up to ten (10) years from the date of issuance or up to the last day of the validity month indicated on the face of the Card.
55. Lost/Stolen Cards: If my debit card is lost, stolen or destroyed, I shall immediately block my debit card via PBCOM mobile application. To get a replacement card, I agree to purchase a new card at any PBCOM branch or accredited partner. A minimal fee for the replacement of said instruments may be charged by the Bank
56. Retention of Card: The Bank will retain the Debit Card for any of the following reasons: a) when the Bank has terminated the arrangement; b) when the Debit Card has been reported lost or stolen; and c) when there is failure to retrieve the Debit Card at the end of the transaction within the allotted time set in the ATM machine. Except for reason a), the Bank may reissue the same Debit Card if requested but subject to the conditions the Bank may impose, if any.
57. Replacement of Card: The customer may purchase and link the replacement of the Debit Card subject to the Bank's prior approval and the payment of related charges.
58. Termination: The cardholder should return the Debit Card immediately and unconditionally to the Bank for cancellation in the event that he/she decides to terminate the use of the Debit/Cash Card or if the Bank at its discretion, decides to withdraw the Debit/Cash Card for any reason whatsoever.
59. Suspension of privileges: The Bank reserves the right to cancel or withdraw at any time, without any prior notice or to renew at its discretion, the Debit Card or any of the other services offered at any time.
60. Indemnification: It is further agreed that the cardholder undertakes to indemnify and free the Bank from any losses, claims, damages, liabilities, fees, expenses, and such other analogous charges arising from disclosing the PIN to others, mechanical defect or malfunction of ATMs or other channels, the Debit Card not being honored, bills payments/disagreement between the Payee and the cardholder, disputes arising from erroneous transactions or incorrect cash dispense, disclosure of information to third party service providers or BSP, lost or stolen cards, cancellation of the card and other such activities.

Specific Conditions for Savings Account

61. Upon opening a Savings Account, I may purchase a Debit Card and link to my account via PBCOM mobile application.
62. If my debit card is lost, stolen or destroyed, I shall immediately block my debit card via PBCOM mobile application. To get a replacement card, I agree to purchase a new card at any PBCOM branch or accredited partner. A minimal fee for the replacement of said instruments may be charged by the Bank.

63. Initial deposit to open a Savings Account is subject to the minimum amount required by the Bank depending on the type of savings account opened.

I shall maintain the required minimum average daily balance (ADB) on my account as prescribed by the Bank. A monthly service charge shall be collected on my account if the ADB falls below the minimum requirement for at least two (2) consecutive months. Bank shall notify me of changes in the ADB requirements and fees prior to its effectivity via a letter and branch / website / ATM screen advisories.

64. Savings account will only earn interest if it meets the minimum required ADB to earn interest.
65. Interest will be computed based on the ADB from start of calendar quarter or account opening (for newly opened accounts within the quarter) up to end of quarter using the prevailing interest rate (*please refer to Annex B*).
66. Interest on Savings Accounts is subject to the applicable withholding taxes for Peso and Dollar deposits as specified by law (*please refer to Annex B*).
67. Savings Accounts with zero balance for a period of ninety (90) days shall automatically be closed by the Bank. Accounts closed by the client within thirty (30) days from opening shall be charged a minimum fee. Such amount shall not form part of the withdrawable balance for the first thirty (30) days from date of opening.
68. All deposit/s to my account over-the-counter (OTC) shall be evidenced by deposit slips or Payment Application Forms (PAFs) or any form as may be required by the Bank.

69. **“STARTER ACCOUNT”**

69.1 The opening of the account shall follow a simplified Know Your Customer (KYC) procedure for low-risk customers wherein identifying the customer and verifying their true identity may be based on any document or information reduced in writing, which the Bank deems sufficient to establish the customer's identity.

69.2 The account shall be classified as provisionally opened but the account shall be restricted until the conduct of full KYC has been completed and client has submitted complete documents.

69.3 The account does not have any minimum maintaining balance and dormancy charges.

69.4 The account has a maximum daily balance of Fifty Thousand Pesos (P50,000.00).

69.5 The Bank may require the accountholder to convert the STARTER ACCOUNT to a regular savings account and to comply with the Bank policy on full KYC and submission of additional identification documents, under any of the following circumstances:

69.5.1 If the account has no posted transactions within six (6) months from account opening;

69.5.2 If the maximum daily balance is exceeded; or

69.5.3 When required by the Bank in order to comply with regulatory compliance requirements.

The conversion of the account will be subject to the specific terms and conditions for Savings Account under the Account Terms and Condition. Upon account conversion, the account shall then be subject to imposition of dormancy fees and minimum maintaining balance fees.

69.6 In case of failure or refusal of the accountholder to comply with the requirement of the Bank to convert the STARTER ACCOUNT to a regular savings account, the accountholder hereby authorizes the Bank to perform any or all of the following actions:

69.6.1 Freeze the account and no debit or credit will be allowed to the account;
or

69.6.2 Close the action in accordance with Section 69.1.

70. Without need of prior written notice to the depositor, the Bank may close the account in the following instances:

70.1 Failure or refusal of the depositor to comply with full KYC policy of the Bank and submission of complete documents, including the additional requirements of the Bank for conversion of the STARTER ACCOUNT to a regular savings account, despite due notice from the Bank. Upon closure of the account, the proceeds thereof shall be remitted to the depositor.

70.2 The Starter account posts a negative balance for ninety (90) days

70.3 The account has zero balance and has been inactive for two (2) years

Check Deposit

71. I shall assume full responsibility for the correctness, genuineness and validity of all information required for check deposit.

72. The Bank may, at any time and at its sole discretion, without notice to me, change the maximum check deposit amount it will accept per single check.

73. The Bank shall only act as my collecting agent in receiving my checks through the PBCOM Mobile Application. For collection and clearing purposes. If the check deposit is returned for any reason whatsoever, the amount deposited is automatically cancelled and without force and effect.

74. Check deposited may only be used / drawn until the Bank has collected the full net proceeds from the correspondent bank, in accordance with the existing rules and regulations of Philippine Clearing House Corporation (PCHC).

75. I shall indicate my PBCOM account number where the check shall be deposited, date when the check will be deposited and my signature at the back of the check when depositing the same.

76. I am responsible in safekeeping the checks I deposited for a period of not less than one hundred eighty days (180 days) as mandated by the Bank. Whenever required, the physical checks deposited will be submitted to PBCOM or any government authority and/or regulator. I will not hold the Bank liable for any erroneous, fraudulent check deposit or my failure to comply in safekeeping these checks.

77. The Bank has the right to refuse to accept any check deposit if issued to a third party other than the undersigned for any reason including, but not limited to, alteration or erasure on the check, checks presented after six (6) months from issuance, second endorsed (and subsequently endorsed) checks, and checks presented for deposit before date thereof.

Deposit Insurance (Refer to Annex A of RI 2009-03)

Pursuant to its authority to prescribe and issue rules and regulations under Section 2 (d) (1) of Republic Act No. 3591, as amended by (PDIC Charter), the PDIC Board of Directors, by virtue of Resolution No. 2009-08-138, dated August 26, 2009, as amended by Resolution No. 2009-09-159, dated September 30, 2009, approved the promulgation of the following rules and regulations implementing Section 4 (g), in relation to Section 21 (f), of the PDIC Charter.

78. Deposits are insured by the Philippine Deposit Insurance Corporation (PDIC) up to a maximum amount of Five Hundred Thousand Pesos (500,000.00) per depositor.
79. PDIC shall recognize the registered owner/holder of a Legitimate Deposit in the books of the Bank as the depositor entitled to deposit insurance, except where the records of the Bank show that the Legitimate Deposit is maintained in the same right and capacity of the benefit of another depositor, in which case, PDIC shall recognize the latter as the beneficial owner of the Account entitled to deposit insurance.
80. In cases (a) where a deposit account/s with an outstanding balance of more than the statutory maximum amount of insured deposit is/are broken up and transferred into one or more Account/s; or (b) for deposit accounts and deposit transferee/s made in favour of individuals or of entities, either singly or jointly with individuals, from an Account in the name of a corporation, partnership, association, or unincorporated entity, the PDIC shall recognize the transferee/s as the beneficial owner/s of the Accounts when:
- I. The transfer was made with the following conditions present:
 - a. The break-up and transfer of deposit to the transferee is for a Valid Consideration;
 - b. The details or information for the transfer, which establish the validity of the transfer from the transferor to the transferee, are contained in any of the Deposit Account Records of the Bank; and
 - c. Copies of documents, which show the details or information for the transfer, such as but not limited to contracts, agreements, board resolutions, audited financial statements, orders of the courts or of competent government body/agency, are in the custody or possession of the Bank upon takeover by PDIC.
 - II. The transferee/s is/are the Qualified Relative/s of the transferor. Qualified Relatives are transfers within the second degree of consanguinity or affinity of the transferor. Relationship shall be proven by relevant documents such as, but not limited to, birth certificates and marriage certificates.
81. Deposit Splitting occurs whenever a deposit account/s with an outstanding balance of more than the statutory maximum amount of insured deposit maintained under the name of natural or juridical persons is/are broken down and transferred into two or more accounts in the name/s of natural or juridical persons or entities who have no Beneficial Ownership on transferred deposits in their name

within one hundred twenty (120) days immediately preceding or during a bank-declared bank holiday, or immediately preceding a closure order issued by the Monetary Board of the Bangko Sentral ng Pilipinas for the purpose of availing the maximum deposit insurance coverage.

Upon the determination by the PDIC of Beneficial Ownership or Deposit Splitting, the outstanding Legitimate Deposit/s in the closed bank maintained for the benefit of the beneficial owner/transferor, although in the name of another person/s or entity/ies, shall be subject to consolidation with the other Legitimate Deposits of the beneficial owner/transferor in said closed bank for deposit insurance purposes.

Interpretation

82. In all cases not specifically provided for in the foregoing, and in the absence of a specific agreement between the Bank and the Depositor regarding a specific product or service of the Bank, the usual customs and procedures of banks in the Philippines shall exclusively govern all transactions between the Bank and the Depositor.
83. Where particular transactions, products or services are subject to specific terms and conditions as those incorporated on the covering passbook/certificate/ product service guide/agreement, such specific terms and conditions shall, in case of conflict with these terms and conditions, be controlling in respect of the particular product or service subject thereof.
84. The clause headings in this terms and conditions are only for convenience and do not affect the meaning of the relative clause.

Updating of Specimen Signatures/ Customer Information/ Changes in Specimen Signatures and Signatories

85. The Depositor shall be required to update specimen signatures and customer information regularly and frequently or sooner at the discretion of the Bank or as required by the BSP.

Customer Information and Bank Communications

86. The Depositor shall ensure that the Bank is provided with his latest contact information and thereby gives consent to the Bank and its authorized representatives to contact the Depositor through mail, e-mail, SMS or by telephone/mobile phone regarding promotional offers and/or notices or alerts with respect to his/her account/s and/or the Bank's products and services.
87. The Depositor acknowledges and accepts that for electronic communications sent via SMS or email, on promotional / service advisories and feedback solicitation, it is his/her responsibility to ensure that his mobile phone and/or email account/s are secure and therefore holds the Bank free and harmless should an unauthorized person view the messages/notices/alerts sent by the Bank.
88. The Depositor also acknowledges and accepts that the Bank does not guarantee the timely delivery of notices or alerts sent via SMS or email and shall hold the Bank free and harmless from any and all liability regarding the delayed or non-receipt of such messages.
89. The Depositor undertakes to immediately inform the Bank of any change in his contact information and agrees to verification procedures before such changes take effect. The Depositor holds the Bank free and harmless against any and all liability from his/her failure to inform the Bank regarding such changes.

90. The Depositor also agrees to be contacted by the Bank even after closure /termination of his/her accounts with the Bank.

General Provisions

91. COMPLIANCE WITH EXISTING LAWS.

I hereby warrant that the use of the Bank products and services does not and will not violate any applicable provision of the Anti-Money Laundering Law, as amended and other applicable pertinent laws, government rules and regulations. By using Bank products and services, I hereby agree to render the Bank, its officers, employees and representatives free and harmless and shall indemnify the Bank from any liability, damages, or cause of action, whatsoever that may arise from my violation of any of these terms and conditions, laws, rules or regulations. Further, the Bank, upon reasonable suspicion or existence of fraud or irregularity involving any Bank products and services may automatically block the use thereof, with or without notice, and proceed to initiate an investigation.

92. AMENDMENTS.

The Bank reserves the right to amend or modify these Terms and Conditions, at any time and for whatever reasons it may deem proper. I hereby agree to be bound by such amendment.

93. LIMITATION OF LIABILITY.

I shall hold the Bank free and harmless from any liability, loss, damage or claim arising from or caused by any mechanical effect, or as consequence of use or misuse or improper, fraudulent or illegal use of the Bank products and services.

94. GOVERNING LAW and OTHER TERMS.

These terms and conditions shall be governed by and construed pursuant to the laws and regulations of the Republic of the Philippines, Banko Sentral ng Pilipinas; Anti-Money Laundering Council; Philippine Deposit Insurance Corporation; Philippine Clearing House, etc. If any terms and conditions of this Agreement is declared invalid, all other provisions, terms or conditions shall not be affected and continue to be in full force and effect.

95. VENUE.

Any legal action or proceeding arising out of or connected with this Agreement shall be brought in the proper courts of Makati City, to the exclusion of all other courts.

PART II. Services/channels:

96. Talking to a Customer Care Officer

When talking to a Customer Care Officer/Bank Representative, I agree that my call may be recorded and such recordings may be submitted as evidence in any court or other proceedings as deemed necessary.

I allow the Customer Care Officer to validate my identity by asking security questions in accordance with procedures laid down by the Bank to ensure legitimacy of transactions requested over the phone.

97. COMPLAINTS

Should I have any complaint, I can visit my servicing branch or report this through any of the following channels:

Mail: PBCOM Customer Care 3rd Floor GF & Partners
139 H.V. dela Costa St., Makati City

Telephone: +632 -8777-2266

Toll Free: 1-800-1077-72266

Email: customercare@pbcom.com.ph

I will provide all the necessary details that will facilitate the investigation of my concern and fulfillment of my inquiry and/or request.

I trust that the Bank Representative will inform me of the results of the investigation and act based on the findings obtained therein.

The Bank shall not be obligated to take any action on any instructions which do not properly comply with the Procedures and the Bank may reject such non-compliant instructions.

A. Mobile Banking

98. Enrolment of accounts with the Bank's Internet Banking services (hereinafter referred to as "**Facility**") is limited to individuals who are at least 18 years old, Filipino residing in the Philippines. Should I be one of the successful enrollees to the Bank's Mobile Banking services, I shall provide such information as the Bank may from time to time reasonably request. I am presumed to provide all accurate, complete and up-to-date information to the Bank through the Mobile Banking Application. Furthermore, the Bank is not responsible or liable for my failure to provide such information.
99. Enrolment in the Facility shall be effective upon verification of my enrollment details and shall remain in full force and effect until I receive a written notice of its termination. The Bank may, however, at any time, terminate this arrangement without prior written notice of termination.
100. All information submitted through the Facility will be used as additional reference in revising and updating all existing information I previously submitted to the Bank. The Bank may conduct phone verifications on customer information update requests received through the Facility.
101. The Facility will only transact for my selected account after the system has verified my registered username, password, and One-Time Personal Identification Number, or fingerprint, or any other means as may be implemented by the Bank (hereinafter referred to as "**log-in information**"). I agree not to disclose my log-in information to anyone, and assume full responsibility in safeguarding my log-in information. I further agree not to allow any other person to use my log-in information to access the Facility for or in connection with any illegal purpose, transaction or activity. I shall notify the Bank, through the Customer Contact Center Hotline, should I become aware of such use by another person as soon as practicable. I accept full responsibility for the security of my User IDs and passwords/passcode, as well as for all transactions made on my enrolled accounts through the use of these User IDs and passwords/passcode. Records of these transactions shall be deemed conclusive and binding upon me in all respects. The Bank will not

be held liable for any erroneous or fraudulent transfers, payments or online transactions that resulted from unauthorized access by a third-party of my accounts via the Facility.

Likewise, I will not hold the Bank liable for the inability to use the Facility, for unauthorized actions or transactions using my Account and Log-in Information or for any other cause beyond the Bank's control, such as but not limited to:

- a. problems due to my wireless service provider or telecommunications network;
- b. jailbreaking, rooting or any other modifications, alterations, conversions and/or changes made in the mobile device; and/or
- c. the installation and/or the presence of malicious software (including malware, viruses and/or bugs) on my mobile device and/or computer.

102. The One-Time Personal Identification Number (hereinafter referred to as “OTP”) is a validation facility that is sent via SMS to my mobile number as reflected in the Bank's records. I understand that the OTP is necessary for me to continue transacting via the Facility. I shall ensure that my mobile phone service provider supports SMS and that my mobile phone is capable of receiving SMS. The Bank will not be liable if I do not receive SMS due to the failure of my mobile phone service provider and/or mobile phone. In the event that my mobile number changes, I shall update my record via mobile application to continue receiving the OTP.
103. As an added security feature of the Facility, I may be automatically locked out from the Facility should I enter invalid log-in information.
104. By using the Facility, I undertake to read the disclosures and disclaimers prior to confirming a transaction.
105. Financial transactions may be denied by the system if the designated account is insufficiently funded, put on hold or closed, frozen, or garnished by order of court or other qualified authority, or for reasons of security.
106. The Bank has the right to determine, vary or revise from time to time, the scope of the Facility and the associated fees and charges for the use of the available services. The Bank also reserves the right to set or change the cut-off time, and to modify, restrict, withdraw, cancel, disconnect, deactivate, suspend or discontinue any or all services without prior notice to me. Variations/revisions on the services and associated fees, as mentioned herein, include, but are not limited to:
- a. expanding, modifying or reducing the services offered at any time;
 - b. updating, changing the services fees and charges associated with the use of the Facility;
 - c. imposing and varying any restrictions on the use of the services such as minimum and maximum daily limits with respect to the value of any transaction.

The implementation of any variations/revisions to any of the services provided by the Bank shall be effected upon providing notice through Website publication, mail, e-mail or delivery of notice for the variations/revisions to the terms and conditions at the address provided in my registered account details. Continued use of the Online Banking services, including Bills Payment service thereafter will constitute acceptance of the variations/revisions. The Bank reserves the right to terminate this Agreement and the use of the Services in whole or in part at any time without prior notice to me.

107. The Bank may send SMS and/or email notifications regarding transactions or other updates with respect to my use of the Facility. I understand that the SMS and/or email notification service is advisory in nature and should not be deemed as a confirmation of the transactions done through the Facility. The Bank does not warrant the accuracy or completeness of the information received through these channels and expressly disclaims liability for errors or omissions.

The SMS and/or email notifications shall be sent using the mobile number and/or email address I provided as reflected in the Bank's records. I shall provide the Bank with the correct mobile number and e-mail address. The Bank shall not be liable for any undelivered e-mail communication or any cost that I may incur for maintaining an internet access and telecommunications service. I shall promptly notify the Bank of any change in my email address, contact numbers, home or business address or any other information which may affect my communication with the Bank. The Bank shall not be liable for any loss or damage in connection with any unauthorized interception or use of data relating to me or to my account(s), including missending thereof. Some information can be updated via the Facility or by calling PBCOM Customer Care Hotline.

108. I authorize the Bank to act upon any instruction(s) authorized in the Facility. The Bank shall act only on the instructions sent through the Facility, which are actually received and I agree that the Bank does not assume any responsibility for malfunctions in the communication facilities not under its control that may affect the timeliness or accuracy of the instructions sent. Upon the Bank's receipt of my instruction(s), the Bank may implement it at its absolute discretion. The Bank shall treat and consider as valid and binding on me any instruction given by or agreement made through the Facility by any person using my Account and Log-in Information, including without limitation, any transfer to a third party account maintained with the Bank.

Except for verification of the Account Login Information and other Account Authentication codes set in the Facility, the Bank shall not be obliged to further investigate the authority of the person sending the instructions nor verify the authenticity, accuracy or completeness of such instructions. Such instructions shall be deemed correct, complete, irrevocable and binding upon me upon the Bank's receipt thereof. I accept full responsibility for all transactions executed through the Facility and in particular, in ensuring the accuracy and completeness of my instructions.

Inquiries / requests / complaints received by the Bank through any of its system on weekends and/or holidays shall be acknowledged on the next banking day, and appropriate action shall commence thereupon.

109. The Bank shall be entitled but not obliged to verify any instructions given through the use of my Account Information by e-mail, telephone, mobile app inbox or any other means.
110. I agree that the Bank may, without notice and without stating the reason therefor, cancel or refuse to execute any of my instructions at any time without incurring any liability.
111. The Bank shall not be liable for any and all liabilities, claims, suits, damages, expenses and/or any other costs that may arise by making available to me, my statement(s) of account, such as but not limited to erroneous statement(s) of account and access to a statement(s) of account intended for a different person(s). I agree to bring up any such omission(s)/error(s) with the Bank.

I shall be solely liable for any losses or damages that I may incur:

- a. for any discrepancies, omissions, inaccuracies or incorrect entries in my statement that I did not immediately report to the Bank, as applicable;
- b. if I acted fraudulently or negligently, including my failure to properly safeguard my Account Code and Log-in Information;
- c. if I fail to immediately report any unauthorized transaction(s);
- d. if for some reason and without willful misconduct or gross negligence on the Bank's part, my bills remain unpaid and the biller discontinues/cancels my coverage; or
- e. if my instruction is not implemented and I fail to promptly report it to the Bank.

The Bank reserves the right to suspend my access to the Facility without prior notice due to mishandling of accounts as defined by the Bank's standard operating procedures or, if in the Bank's judgment, my continued access to the Facility may adversely affect the credibility/security of the system. While such suspension may be temporary, the Bank reserves the right to permanently terminate my access to the Facility.

In case of future-dated transactions, I shall verify if the transaction(s) have been processed by the Facility. If not, I shall notify the Bank immediately.

- 112. The Bank may share my information with (a) third parties, agents or service providers contracted to provide a variety of valuable services on behalf of the Bank; (b) other financial institutions and merchants in accordance with the standard banking industry practice; (c) government regulators, agencies, bodies or entities permitted by law or regulation; or (d) other persons or entities that the Bank may deem as having authority to disclose such information, as and when required by the circumstances, as in the case of the Bank's participation in any internet banking network, or resulting from the Bank's outsourcing of its function as allowed by the BSP. As such, I hereby expressly waive my right to confidentiality of information or secrecy of bank deposit under the General Banking Law, the Bank Secrecy Law and other pertinent laws.
- 113. All other terms and conditions governing the relevant savings accounts, transactions, dealings, other services, products, information, benefits or privileges shall continue to apply insofar as they are not inconsistent herewith, and shall remain in full force and effect.
- 114. The Bank shall use reasonable effort to ensure that use of the Facility is secure. However, the Bank does not guarantee the security, secrecy or confidentiality of any information transmitted through any internet service provider, network system, or other equivalent system in any jurisdiction, by way of the Facility.
- 115. I undertake to report to the Bank any suspected breach of security related to the use of the Facility. The Bank shall use such information received to conduct the necessary investigation and required actions to ensure security of the Facility. Notwithstanding this, I shall hold the Bank free and harmless from any incident related to the reported breach.
- 116. I accept full responsibility in reporting to the Bank any unauthorized transaction or any transaction that has an error to PBCOM Customer Contact Center at (02) 8777-2266 or Domestic Toll-Free number at 1-800-1077-72266 for immediate action.

117. I may call PBCOM Customer Contact Center at (02) 8777-2266 or Domestic Toll-Free number at 1-800-1077-72266 for queries, questions or complaints regarding online transactions and/or services.
118. I agree to use the Bank's recommended mobile software to ensure that the security protocols of the Facility are in effect at time of use.
119. By using the Facility, I accept and agree to be bound by the terms and conditions governing the Facility, including any amendment/supplement thereto, its nature, functionalities and operating features and to pay any applicable fees associated with the use of the same.
- I understand that any subsequent enrolment in the Facility shall be covered by the same terms and conditions.
- I likewise agree to be bound by any and all laws, rules, regulations and official issuances applicable to the Facility now existing or which may hereinafter be issued, as well as such other terms and conditions governing the use of other facilities, benefits or services, which the Bank may make available to me in connection with the Facility.
120. I agree to receive PBCOM marketing and service messages through my enrolled email address and/or the mobile phone number. I further allow the Bank to share my personal information with relevant external parties for the purpose of sending marketing, services and promotional messages.
121. All terms and conditions in the Terms, Conditions and Agreements for Account Opening / Placement / Investment that are not incompatible herewith shall be applicable.

Annex A

FEES AND LIMITS FOR PBCOM DEBIT CARDS

ATM FEES	Inquiry	Withdrawal
PBCOM ATMs	Free	Free
Bancnet/Megalink ATMs	Php 1.00	Php 10.00
Mastercard ATMs abroad	US\$ 1.00	US\$ 3.50

OTHER FEES	
Request for new PIN	Php 100.00 per issuance
Sales Slip Retrieval Fee	Php 400.00
Dispute Handling Fee	Php 1,000.00
International Transaction Fee	3% of the total transaction amount

DAILY TRANSACTION LIMITS	
ATM Withdrawal	Php 10,000 per ATM withdrawal transaction Php 50,000 total ATM withdrawal per day (or equivalent in foreign currency)
POS Purchase	Php 50,000 (or equivalent in foreign currency)
E-commerce Purchase	Php 1,000 (or equivalent in foreign currency)

Annex B

Sample Interest and Withholding Tax Computation for Savings Account

$$\text{Quarterly Interest} = \frac{\text{ADB for the quarter} \times \text{Prevailing interest rate} \times \text{No. of days the funds stayed with the Bank in the quarter}}{360 \text{ days}}$$

Posting of interest is at the end of each calendar quarter.

To illustrate:

Given:

- ADB July 1 to Sept 30: PHP 250,000
- Interest rate: 0.100% gross per annum
- No. of days July 1 to Sept 30: 92 days

$$\text{Quarterly Interest} = \frac{250,000 \times 0.100\% \times 92 \text{ days}}{360 \text{ days}}$$

$$\text{Quarterly Interest (gross)} = \mathbf{63.89}$$

Withholding tax (WHT) rate for Peso deposit: 20%

WHT = Quarterly interest x WHT rate

WHT = 63.89 x 20%

WHT = 12.78