

## **PBCOM ONLINE PLATFORM TERMS AND CONDITIONS**

1. Enrolment of accounts with Philippine Bank of Communication's (hereinafter referred to as "PBCOM" or the "Bank") Internet Banking services (hereinafter referred to as "Facility") is limited to: (a) individuals who currently have an existing deposit account (savings or current) with PBCOM; and, (b) on of the JOINT-OR PBCOM account holders. Joint-AND account enrollments will not be accepted. For this purpose, successful enrollees to PBCOM's Internet Banking services shall be called Clients. The Client shall provide such information as PBCOM may from time to time reasonably request. The Client is presumed to provide all accurate, complete and up-to-date information to PBCOM through the Internet Banking System. Furthermore, the Bank is not responsible or liable for the failure of the Client to provide such information.
2. Enrolment in the Facility shall be effective upon verification of enrollment details from the Client and shall remain in full force and effect until a written notice of its termination is received from the Client. PBCOM may, however, at any time, terminate this arrangement without prior written notice of termination.
3. All information submitted through the Facility will be used as additional reference in revising and updating all existing information previously submitted by the Client to PBCOM. PBCOM may conduct phone verifications on customer information update requests received through the Facility.
4. The Facility will only transact for the Client's selected account after the system has verified the Client's registered username, password and One-Time Personal Identification Number (hereinafter referred to as "log-in information"). The Client agrees not to disclose his/her log-in information to anyone, and assumes full responsibility in safeguarding his/her log-in information. The Client further agrees not to allow any other person to use his/her log-in information to access the Facility for or in connection with any illegal purpose, transaction or activity. The Client shall notify PBCOM, through the **Customer Contact Center** Hotline or through the Business Centers' relationship managers, should he/she become aware of such use by another person as soon as practicable. The Client accepts full responsibility for the security of his/her User IDs and passwords, as well as for all transactions made on his/her enrolled accounts through the use of these User IDs and passwords. Records of these transactions shall be deemed conclusive and binding upon the Client in all respects. PBCOM 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 the Client's accounts via the Facility. Likewise, the Client will not hold PBCOM liable for the inability to use the Facility, for unauthorized actions or transactions using his/her Account and Log-in Information or for any other cause beyond PBCOM's control, such as but not limited to:
  - a. problems due to his/her 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 his/her mobile device and/or computer.

5. The One-Time Personal Identification Number (hereinafter referred to as “OTP”) is a validation facility that is sent via SMS to the Client’s mobile number as reflected in PBCOM’s records. The Client understands that the OTP is necessary for him/her to continue transacting via the Facility. The Client shall ensure that his/her mobile phone service provider supports SMS and that his/her mobile phone is capable of receiving SMS. PBCOM will not be liable if the Client does not receive SMS due to the failure of his/her mobile phone service provider and/or mobile phone. In the event that the Client’s mobile number changes, the Client must immediately notify PBCOM and request to update his/her records in order to continue receiving the OTP.
6. As an added security feature of the Facility, the Client may be automatically locked out from the Facility should the Client enter invalid log-in information.
7. By using the Facility, the Client undertakes to read the disclosures and disclaimers prior to confirming a transaction.
8. 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.
9. PBCOM 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. PBCOM 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 the Client. 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 PBCOM 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 the Client’s 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 the Client.

10. PBCOM may send SMS and/or email notifications regarding transactions or other updates with respect to the Client’s use of the Facility. The Client understands 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 provided by the Client as reflected in PBCOM’s records. The Client shall provide PBCOM with the correct e-mail address and mobile number. PBCOM shall not be liable for any undelivered e-mail communication or any cost that the Client

may incur for maintaining an internet access and telecommunications service. The Client shall promptly notify PBCOM of any change in his/her email address, contact numbers, home or business address or any other information which may affect communication between the parties. PBCOM shall not be liable for any loss or damage in connection with any unauthorized interception or use of data relating to the Client or to his/her account(s), including missending thereof. Some information can be updated via the Facility or by calling PBCOM [Customer Care](#).

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

Except for verification of the Account Login Information and other Account Authentication codes set in the Facility, PBCOM 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 the Client upon PBCOM's receipt thereof. The Client accepts full responsibility for all transactions executed through the Facility and in particular, in ensuring the accuracy and completeness of his/her instructions.

12. PBCOM shall be entitled but not obliged to verify any instructions given through the use of the Client's Account Information by e-mail, telephone or any other means.
13. The Client agrees that PBCOM may, without notice and without stating the reason therefor, cancel or refuse to execute any of the Client's instructions at any time without incurring any liability.
14. PBCOM 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 the Client his/her 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). The Client agrees to bring up any such omission(s)/error(s) with PBCOM.

The Client shall be solely liable for any losses or damages that he/she may incur:

- a. for any discrepancies, omissions, inaccuracies or incorrect entries in his/her statement that he/she did not immediately report to PBCOM, as applicable;
- b. if he/she acted fraudulently or negligently, including his/her failure to properly safeguard his/her Account Code and Log-in Information;
- c. if he/she failed to immediately report any unauthorized transaction(s);
- d. if for some reason and without willful misconduct or gross negligence on PBCOM's part, his/her bills remain unpaid and the biller discontinues/cancels his/her coverage; or

- e. if his/her instruction is not implemented and he/she fails to promptly report it to PBCOM.

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

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

15. The Bank may share information on the account holder 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, the cardholder hereby expressly waives his/her right to confidentiality of information or secrecy of bank deposit under the General Banking Law, the Bank Secrecy Law and other pertinent laws.
16. All other terms and conditions governing the relevant savings or current 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.
17. PBCOM shall use reasonable effort to ensure that use of the Facility is secure. However, PBCOM 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.
18. The Client undertakes to report to PBCOM any suspected breach of security related to the use of the Facility. PBCOM shall use such information received to conduct the necessary investigation and required actions to ensure security of the Facility. Notwithstanding this, the Client shall hold PBCOM free and harmless from any incident related to the reported breach.
19. The Client accepts full responsibility in reporting to PBCOM any unauthorized transaction or any transaction that has an error to PBCOM Customer Care at (02) 8777-2266 or Domestic Toll-Free number at 1-800-1077-72266 for immediate action.
20. The Client may call PBCOM Customer Care 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.
21. The Client agrees to use PBCOM's recommended browser software to ensure that the security protocols of the Facility are in effect at time of use.

22. By using the Facility, the Client accepts and agrees 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.  
The Client understands that any subsequent enrolment in the Facility shall be covered by the same terms and conditions.  
The Client likewise agrees 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 PBCOM may make available to the Client in connection with the Facility.
23. The CLIENT agrees to receive PBCOM marketing and service messages through the enrolled email address and/or the mobile phone number. The Client further allows PBCOM to share his/her personal information with relevant external parties for the purpose of sending marketing, services and promotional messages.
24. All terms and conditions in the Terms, Conditions and Agreements for Account Opening / Placement / Investment that are not incompatible herewith shall be applicable.