

GENERAL PROVISIONS ON DEPOSITS AND OTHER PRODUCTS / SERVICES

DEFINITION OF TERMS

"Bank" shall refer to the Philippine Savings Bank.

"Depositor", "Cardholder", "Client", "Customer", or "Account Holder" shall refer to the client who opened, availed, and made use of the account/product/service of the Bank.

"Account" shall refer to the deposits and placements in the product of the Bank covered by this Agreement.

"Relevant agencies" shall refer to government regulatory agencies and/or central monitoring entities, including, but not limited to, the following: Bangko Sentral ng Pilipinas (BSP); Anti-Money Laundering Council (AMLC); Bankers Association of the Philippines (BAP); Bureau of Internal Revenue (BIR); Philippine Clearing House Corporation (PCHC); Philippine Deposit Insurance Corporation (PDIC); Securities and Exchange Commission (SEC).

"Agreement" shall refer to the terms and conditions provided herein, or appearing in the electronic/sales channels of the Bank, in the account opening or transaction documents of the Account, and in a separate agreement issued by the Bank to, or executed by, the Client, and in the features of the products and/or services of the Bank as appearing in the Bank's website and sales channels.

OPENING OF ACCOUNTS

An account may be opened at the Bank's sole discretion and upon satisfactory compliance by the Depositor of the requirements imposed from time to time under the policies/rules/regulations of the Bank, BSP, AMLC, and other applicable relevant agencies. All accounts opened with the Bank shall be covered by the Agreement

ACCEPTANCE / CHARGE BACK OF DEPOSIT AND OTHER ITEMS

In receiving items for deposit or remittance or fund transfer or otherwise for crediting, the Bank obligates itself only as Depositor's collecting agent, assuming no responsibility beyond due care. The Bank reserves the right to verify the actual deposit, remittance, and other items for crediting / transfer / payment to the Account.

Only the items, deposits, and/or funds actually received, verified, and system-validated by the Bank shall be credited to the Account, and shall be honored as valid by the Bank. The Bank shall not be liable for any discrepancy in the amount of items, deposit, or funds verified / system validated against the amount stated in the deposit or transaction slip. The crediting of the amount or item in the Account including the withdrawal thereof is conditioned on the clearing of the items (i.e. check, draft, bills, and other items) and actual receipt by the Bank of cleared funds or proceeds thereof, and subject to the Bank's compliance to the regulations that may be issued by relevant agencies.

The acceptance of check for deposit is subject to the rules and regulations of the PCHC. The Depositor allows the electronic clearing of check and hereby waives the presentation of the original thereof to the drawee bank based on the implementing guidelines of Check Image Clearing Systems CICS.

The Bank may refuse certain items for deposits, such as but not limited to provincial, foreign, second endorsed, post dated, stale (presented after six months from date of issue), spurious, paid, and previously dishonored checks, and other similar items which the Bank may deem appropriate.

The Depositor guarantees all endorsement appearing on the check/item or lack of endorsement thereof, and assumes full responsibility for the correctness, due execution, validity, and genuineness of the checks/items deposited/credited.

The Depositor authorizes the Bank to charge back or debit any item, deposit, or fund previously credited and/or hold funds in the Account if:

- (1) the Bank fails to receive the fund; or
- (2) the Bank subsequently receives notice and proof that: (a) any item is invalid by reason of forgery or otherwise; or (b) the Depositor is not entitled to the proceeds thereof; or (c) will subject the Bank to liability by reason of its guarantee of prior endorsement thereon; or
- (3) the Bank erroneously or mistakenly credited an item or funds to the Account, and there is a need for the Bank to rectify such error or mistake; or
- (4) for any other justifiable reasons as may be determined by the Bank.

and that upon its investigation, the Bank will be exposed to liabilities to third persons, or to violation of laws and regulation.

For this purpose, an affidavit or written complaint from the payee, drawer, endorser, or remitter, or fund transferor, or any other party to the instrument/transaction attesting to the forgery of any signature or endorsement thereon, or to the alteration of any material part thereof, or to any fact which puts in question the right of the Depositor to the proceeds, may be considered by the Bank as sufficient proof and notice. The foregoing is without prejudice to the right of the Bank to make its own assessment of the sufficiency of proof to deem the hold out and/or debit of the Account appropriate under the circumstances. If any deposit item is returned or dishonored, it may be claimed from the Bank by the Depositor or his duly authorized representative, or it may be transmitted by the Bank, by messenger or by mail to the Depositor, at his last known address as indicated in the Bank's records.

Article 1250 of the Civil Code of the Philippines shall not apply to all bank deposits and other items or currencies received by the Bank, and the value of currency shall be deemed to be at its value at the time when the deposit was made.

INTEREST

Savings and Time Deposit Accounts shall earn interest at such rates determined by the Bank, and such may be modified, amended, revised and/or supplemented at any time through announcement/advisories or similar means, in accordance with the pertinent regulations and guidelines issued by the BSP. To earn interest, the Depositor shall maintain in the Account a minimum balance as determined by the Bank from time to time. Such interest shall be computed on a per annum basis and based on the actual daily available balance. No interest shall be paid for accounts which are dormant or closed prior to interest posting. No transaction shall be allowed for a dormant account until the same is reactivated. Should a dormant account be reactivated, earning of interest shall commence immediately, on the same day when the account was reactivated. All returned checks shall be excluded from interest computation from date of deposit to date of return. The Depositor shall present the passbook to the Bank to have the interest entered thereon.

The foregoing shall be without prejudice to the right of the Bank to determine from time to time other types of accounts that may no longer bear interest as the Bank may deem appropriate owing to various market forces and regulatory requirements.

The interest is subject to applicable taxes as provided in the rules and regulations of the BIR.

SERVICE AND OTHER BANK CHARGES

Unless otherwise provided herein, the Depositor is required to maintain the prescribed minimum balance as defined by the Bank from time to time. A monthly service charge shall be collected on the account if the monthly average daily balance (ADB) falls below the required minimum ADB for at least two (2) consecutive months. Dormant account which balance is below the required minimum ADB will be subject to the appropriate charge for falling below the minimum ADB.

The Bank reserves the right to impose new maintaining balance as well as service and maintenance charges within the limits allowed by law or pertinent regulations. The Bank is authorized to automatically deduct such charges from the Account, and the Bank shall not be liable for the resulting of dishonor of checks and other instruments due to insufficient funds.

OVERDRAFTS AND OBLIGATIONS

Overdrawing is not allowed. If the Bank's service charge, penalty, or fee shall result in the account being overdrawn then the overdraft shall be treated as account payable to the Bank, and within twenty four (24) hours, the Depositor shall pay the same plus interest, service fee and other charges as determined by the Bank, without need of prior demand.

TRANSACTION CUT-OFF TIME

Transactions or cancellations made after the designated cut-off time or on Saturdays and Sundays, and non-banking days shall be considered for the following banking day. However, the Bank shall have the right to reject the transactions made after cut-off time when it deems necessary and without need of prior notice. The Depositor hereby hold the Bank harmless from any claims and liabilities as a result of the rejection of the transactions made after cut-off time.

AUTHORITY TO HOLD / DEBIT / SET OFF

The Bank is hereby authorized, without need of prior notice/demand to the Depositor, to hold as security for any and all obligations with the Bank, all monies, properties or securities of the Depositor currently now in, or which may hereafter come into the possession or under the control of the Bank in any way, for so much thereof as will be sufficient to pay any or all obligations incurred by the Depositor from the Bank, or by reason of any other transactions between the same parties now existing or hereafter contracted, to sell in any public or private sale any of such properties or securities of Depositor, and to apply the proceeds to the payment if any Depositor's obligations heretofore mentioned. The Bank is likewise fully authorized to charge to the Account any and all of his maturing obligations to the Bank, including loans, interest, penalty, charges and, other receivables or obligations herein whether or not covered by promissory notes or other credit agreements, without need of prior written notice or demand. For this purpose, the Depositor hereby assigns to the Bank the funds in the Account as security for the payment of any and all obligations which the Depositor may incur from the Bank.

The Bank is also authorized, without need of prior notice to and consent of the Depositor, to hold and/or debit the Account in case of erroneous credit, cancelled remittance, remittance subject of a stop payment request, or fraudulent acts of whatever kind and nature, including but not limited to, misrepresentation, the submission of false, forged, or misleading documents or information, and in cases where the bank is authorized to debit or charge back the item/funds/deposits previously credited as may be provided in this Agreement.

In case the Bank receives any information or notice and/or proof of any disagreement or conflict involving the Account and/or funds on deposit among co-depositors, or in case of intra-corporate/association dispute by and among the Depositor's authorized signatories, officers, directors, trustees, shareholders, and/or other persons claiming rights and interest over the same, the Bank is further authorized, without need or prior notice to the Depositor, to hold the Account and/or funds until it is satisfied that the conflict is resolved or is in receipt of a court order directing the Bank to release the funds in favor of the Depositor or to any person designated by the court.

In case the Bank receives any notice of garnishment/ attachment/levy or freeze order, or asset preservation order, or other similar order/notice from the court/quasi-judicial office/government agency directed against the Depositor's properties in the possession of the Bank, the Bank is authorized, without need or prior notice to the Depositor, to hold, freeze and/or deliver to the court/quasi-judicial office/government agency or authorized person the funds in the Account and/or property of the Depositor.

In case of death of the Depositor, the Bank is further authorized to hold and freeze the account until compliance with the documentary requirements as may be imposed by the Bank for deceased depositor's account, and subject to the terms and conditions that may be provided herein for Joint accounts.

The foregoing is without prejudice to the right of the Bank to make its own assessment of the sufficiency of proof to deem the hold out and/or debit of the Account appropriate under the circumstances. The Depositor hold the Bank free and harmless, and the Bank shall not be liable for the dishonor of checks, drafts, notes or other instruments because of the insufficiency of funds, or for other transactions on the Account that may be affected as a result of the Bank's exercise of the foregoing authorities.

DATA PRIVACY CONSENT AND AUTHORITY

The Depositor certifies that all personal, sensitive, privileged, financial, and other information (collectively referred to hereinafter as the "Information") and all related documents he provided in the course of establishing relationship and dealing with the Bank are true, correct, and voluntarily given.

In providing the personal and pertinent Information and related documents to, and in opening the Account with the Bank, the Depositor hereby authorizes the Bank, without need of prior notice, to receive, use, process, store, make profile, and/or share to any of its affiliates and/or subsidiaries within the Metrobank Group, or its agents or service providers, or third parties which provide related services or have contractual obligations with the Bank, or any government agency/regulatory body/branch, which in turn is/are authorized to receive, the personal and pertinent Information, relevant account information/data/opinion pertaining to the Depositor, including but not limited to personal circumstances, privileged information, sensitive personal information, account opening date, account balances and any and all other information pertaining to all Accounts now existing or which may hereafter be opened, whether or not assigned as collateral, for the following purposes: (a) in order to commence and facilitate the efficient delivery, administration, operation, and/or implementation of deposit and other products and services of the Bank; (b) for the protection of the Depositor or the Bank against fraudulent, unauthorized, or illegal transactions; (c) in the validation, verification, and/or updating of the said Information and related Documents; (d) in order for the Bank to enforce its rights or perform its obligations by reason of any law, rules and regulations, contract/agreement, or orders from any court or quasi-judicial and administrative offices with corresponding duty to keep such information confidential in accordance with the Bank's Data Privacy Policy; (e) in the prosecution or defense of the Bank or its directors/officers/employees with regards to disputes or claims pertaining to the products and services of the Bank; and (f) in order for the Bank, its affiliates and/or

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subsidiaries within the Metrobank Group to offer or provide other related products and services to the Client, including but not limited to cross-referencing, cross-selling, status inquiry, making credit opinion and evaluation. Such consent and authorization shall remain valid and subsisting unless otherwise revoked or cancelled in writing.

To support the Bank's reasonable efforts to protect the Information against unauthorized use or disclosure, and ensure that the above authorities given are carried out by the Bank without any conflict, the Depositor hereby dispense his/her rights to confidentiality and privacy of the Information and such other rights as may be provided under Republic Act (RA) No. 1405 (Law on the Secrecy of Bank Deposits), RA No. 6426 (The Foreign Currency Deposit Act), RA No. 8971 (General Banking Law of 2000), RA No. 10173 (Data Privacy Act of 2012), or all other applicable laws, **which are inconsistent with those authorities.**

AMLA COMPLIANCE

In relation to and/or to enable the Bank to comply with local and international anti-money laundering laws and regulations, the Depositor hereby authorizes the Bank to disclose to local and/or international government entities/authorities and/or regulatory bodies, bank's subsidiaries and affiliates, and/or its local and/or foreign correspondent banks, information relative to the Depositor and/or his accounts and transactions, which shall include, but not limited to the following information: birthdate, birthplace, employment, profession, business address, contact information, date when account was opened, transaction details, purpose of the transaction, etc. The foregoing includes the authority of the Bank to supply any supporting transactional documents, when required by any of those entities/bodies/authorities.

The Depositor releases and holds the Bank, its directors, officers, employees, representative and/or agent, free and harmless from any liability, suit, action, loss, and/or damage that may arise out of such disclosure.

If engaged in Money Services Business (MSB), the Depositor authorizes the Bank and/or its authorized representative to conduct audit/inspection/examination on the Depositor, at the Depositor's expense, including but not limited to the Depositor's business operations, types of customers and customer profile, distribution channel, jurisdictions which the Depositor is exposed to, the Depositor's Anti-Money Laundering and Combating the Financing of Terrorism (AML/CFT) program and measures, and compliance with all applicable AML/CFT laws, rules, and regulations, and to verify/check if all the information, data and documents, representations, certifications and declarations made and/or provided by the Depositor to the Bank are true, correct, and accurate. This authority applies as well to the audit/inspection/examination on the Depositor as may be required by any applicable AML/CFT laws, rules, and regulations and/or by the relevant agencies/bodies/authorities. The Depositor shall provide the Bank with, and allow the Bank to have access to any and all information, records, and documents, as may be necessary or required by the Bank and/or its authorized representatives in connection with the conduct of the said audit/inspection/examination.

CLOSING OF ACCOUNTS

The Depositor acknowledges the right of the Bank, which is hereby given the authority, to close the Account, without need of prior notice to the Depositor, in case: (a) the Account is mishandled; (b) the identity/business/pertinent information/documents provided by the Depositor is/are fictitious/false/forged; (c) the Account is used for illegal activities; (d) the account balance is zero for at least ninety (90) days; (e) when closure is required by law or regulation; or (f) for any reason when the continuation of the Account is not in the best interest of the Bank, at the sole determination of the Bank.

In the event the Account is closed, the Depositor authorizes the Bank, at its option, to report such closure and the reason(s) thereof to the BSP, AMLC, BAP, or any other relevant agency as required by law, or any central monitoring entity or body established by BAP to keep record of and monitor all mishandled Accounts.

Deposits which are inactive/dormant for more than ten (10) years shall be reported to the Treasurer of the Philippines for the necessary escheat proceedings provided by law.

In the event of such closure, and without prejudice to its authority to debit as may be provided in this Agreement, the Bank shall issue a Manager's Check for the remaining balance of the Account. The Bank shall send notice to the Depositor after such closure. The account holder agrees that upon the closure of the Account, he/she shall return/ surrender to the Bank the passbook, the ATM card, and/or all unused checks. The Bank also reserves the right not to release checkbooks, ATM cards, or other items paid in advance for accounts the Bank deemed proper to close. However, the Bank shall be entitled and is authorized to hold the release of the funds unless and until there is a court order for the release or the Depositor has submitted valid, legal, and acceptable documents proving that the Depositor is entitled to the funds, at the sole determination of the Bank.

The Depositor agrees to hold the Bank and its officers and employees free and harmless from any and all liabilities, claims and demands of whatever kind or nature in connection with or arising from (a) the closing of the Account and/or (b) if a current account, the dishonor of any check there under which may be presented to the Bank after the closing thereof, and/or (c) such reporting by the Bank of the closing of the Account and the reason(s) therefor.

LIMITATIONS ON LIABILITY

The Bank shall not be liable for any loss or damage that may be incurred by the Depositor or any third party for any failure to perform its obligations due to acts of God (i.e. flood, earthquake, fire, or other natural disasters), war, invasion, acts of foreign enemies, hostilities (whether or not war is declared), civil disturbance, rebellion, terrorist activities, government sanction, labor dispute, strike, lock out, electrical or telephone or utility service interruption or failure, or any event beyond the control of the Bank.

The Bank, without negligence on its part, shall not be liable for any failure to provide any service or perform its obligations due to technical error or system failure, or failure of any computer, machine, data processing system, computer program deficiencies, or other equipment defects. The Bank reserves the right to reverse the effects of any erroneous transactions brought about by any system-related errors herein, without need of prior notice.

The Bank shall not be liable for failure to notify the Depositor of freezing, garnishment, attachment, or levy of the Account.

The Depositor shall indemnify and hold harmless the Bank, its directors, officers, employees, and agents free and harmless from any claim, damage, liability, or suit which may be incurred or suffered in connection with the implementation of the transactions done pursuant to the terms of this Agreement, or instruction and/or authorities given by the Depositor on the Account, or the exercise by the Bank of its rights and remedies herein.

In case of computerized operation, the liability of the Bank shall be limited to the rectification of the error that may have occurred. In no case shall the Bank be made liable for any loss or damage that may be incurred by the Depositor or any third party due to or occasioned by imperfect electronic /computer programming procedures and operation or by any defect in the material or workmanship of any electronic /computer equipment.

In case of force majeure, the Depositor shall not be excused from complying with his/her obligations to the Bank under this Agreement.

UPDATING OF INFORMATION

It shall be the responsibility of the Depositor to update all information and records pertaining to him and his Account with the Bank and to submit documents in support thereof. The failure of the Depositor to update the information/records shall be deemed as the depositor's confirmation that all the information, documents, and records relative to him and the Account which the Bank maintains continues to be current, valid, and effective, and that the Bank has the right to rely thereon, until the Bank receives the required update and supporting documents to the satisfaction of the Bank.

For corporate accounts, the Depositor shall inform the Bank in writing of any changes in its authorized signatories. The Bank has the right to rely upon the authorization/board resolution/certification issued by the Depositor and indicated in the Bank's records, and any act/transaction made by the authorized signatories indicated in such authorization /board resolution/ certificate shall be valid, binding, and effective upon the Depositor, until the Bank has actually received the original printed and signed copy of the authorization/board resolution/certificate expressly superseding and cancelling the previous one.

When required by the Bank, the Depositor shall provide any and all information, records or certificates, referring to any matter that the Bank deems necessary for issuance of, renewal of or any other purposes related to the deposits, products and services offered by the Bank. The Depositor's refusal to provide updated information when required by the Bank shall be considered as mishandling the account.

The Depositor shall indemnify and hold harmless the Bank, its directors, officers, employees, and agents free and harmless from any claim, damage, liability, or suit which may be incurred or suffered as a result of the Bank's reliance on the Depositor's information and records.

CORRESPONDENCE

The notices and correspondences, including but not limited to demand letters, summons, subpoenas or notifications for any judicial or extra-judicial action, relative to any account of the Depositor, and when required under this Agreement, shall be sent to the Depositor in the last known address indicated in the Bank's records. The mere act of sending any correspondence, by personal delivery, by mail through a duly authorized private courier, or by email, or by other electronic means, to said last known address shall be valid and effective notice to Depositor for all legal purposes and the fact that any communication is not actually received or acknowledged by the Depositor or returned unclaimed to the Bank or that no person was found at the address given or the address cannot be located, or the receipt of electronic communication is not acknowledged by the Depositor, shall not relieve the Depositor from the effects of such notice.

AUDIT CONFIRMATION OF ACCOUNTS

At least once a year, the Bank, through its Internal Audit Group, without need of prior notice to or instruction from the Depositor, shall confirm by direct verification with the Depositor the latter's: (a) balance of loan and credit accommodation, if any; (b) deposit account balances; (c) balances of and/or liabilities arising from Treasury/Trust placements or investments; and/or (d) outstanding balances of receivables/payables. The Depositor hereby agrees to receive via mail or email or other electronic means, at the Bank's option, any confirmation letter that the Bank shall issue pursuant herein.

JOINT "AND" ACCOUNT

Any withdrawal transaction, voluntary lien / encumbrance / assignment (without prejudice to the Bank's right herein to hold/set-off), or client-initiated closure of the Account shall require the signatures of all co-depositors, without inquiry or regard by the Bank with respect to the use or disposition which may be made of the funds so withdrawn or otherwise disbursed.

Further, all the Depositors should endorse for deposit, payment or collection, any and all checks, drafts, notes or others instruments for the payment of money, payable or purporting to belong to all of the Depositors, and should such instruments be received by the Bank without being endorsed, the Bank is hereby authorized to endorse / deposit them on the Depositors' behalf and credit the same to the Joint AND Account

Any and all funds belonging or purporting to belong to all of the Depositors, including the proceeds of any and all loans and / or discounts which may be made by the Bank to or for the Depositors' Account, which may come into the Bank's possession at any time, may be deposited in the Bank's discretion and in the absence of contrary instructions, to the credit of the Joint AND account.

The Bank may, at any time in its discretion and without need of prior notice to all of the Depositors, assert a lien on any balance of the Account and apply all or any part thereof against any indebtedness, of whatever nature and kind, that may then be owing to the Bank and/or to any of its affiliates/subsidiaries, by any or all of the Depositors. It is understood that if said indebtedness only owes from one or some of the depositors, then this provision constitutes the consent by all the depositors to such debit and application.

Should any or all of the Depositors die during the effectivity of the Account, the Bank shall be promptly notified thereof in writing, and the funds in the Account shall be released and disposed of in accordance with the rules on co-ownership, and subject to compliance with the requirements under the policies, rules, and regulations of the Bank, BIR, BSP, and other regulatory agencies. Unless otherwise agreed upon in writing by all the Depositors, each of the Depositors is presumed to own an equal share of the amount credited to the Account, and in case of death of any of the depositors, the share of the deceased co-depositor shall be claimed by the latter's legal heirs. Should an administrator or executor of the estate or a legal representative of the deceased Depositor be appointed, the Bank shall be informed accordingly, and the Bank is authorized to release the balance in the Account upon the joint signatures of the surviving Depositor(s) and the administrator or executor or legal representative, and upon proof that the estate taxes on the share of the deceased Depositor have been paid with the BIR, and submission of other documents as the Bank's rules and regulations may require.

JOINT "OR" ACCOUNT

Any withdrawal transaction, voluntary lien/encumbrance/assignment (without prejudice to the Bank's right herein to hold/set-off), or client-initiated closure of the Account shall require the signature of either one of the co-depositors.

Any and all funds belonging or purporting to belong to any one or all of the Depositors, including the proceeds of any and all loans and/ or discounts which may be made by the Bank to or for the Depositor's account or that of any one of the Depositors, which may come into the Bank's possession at any time may be deposited in the Bank's discretion and in the absence of contrary instructions, to the credit of the Joint OR Account.

Each of the Depositors hereby authorizes and empowers any one of the Depositors to endorse for deposit and to deposit in the Account any and all checks, drafts, notes or other

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instruments for the payment of money, payable or purporting to belong to all of the Depositors jointly and severally and should any such instruments be received by the Bank without being so endorsed, the Bank is hereby authorized to endorse them on the Depositors' behalf and credit the same to the Account.

The available balance to the credit of the Account at any time may be subject to withdrawal or other disposal in whole or in part by the check, draft or other written order signed by any one of the Depositors, all without inquiry or regard by the Bank with respect to the use or disposition which may be made of the funds so withdrawn or otherwise disbursed.

The authority of any of the Depositors to withdraw the funds shall be recognized while the Account is existing. In case of conflict among the Depositors, the Bank is hereby authorized to hold / freeze the Account until the Bank receives a court order authorizing the Bank to release the funds to the Depositors or any one among the Depositors and the Depositors, jointly and severally, shall hold the Bank free and harmless from any and all damages, cost, expenses and attorney's fees that the Bank incur by virtue thereof.

Should any of the Depositors die during the effectivity of the Account, the Bank shall be promptly notified thereof in writing, and the funds in the Account shall belong to and can be withdrawn by, and the Bank is hereby authorized to release to the surviving co-depositor/s, WITHOUT the necessity of obtaining the consent of the heirs of the deceased Depositor. In case of death of all the Depositors, the funds in the Account shall be released and disposed of in accordance with the rules on co-ownership, and subject to compliance with the requirements under the policies, rules, and regulations of the Bank, BIR, BSP, and other regulatory agencies.

IN-TRUST FOR (ITF) ACCOUNTS

A deposit account opened by parent or court-appointed guardian in-trust for the benefit of his/her minor child/ward shall be considered as an In-Trust-For (ITF) account in the name of said minor child/ward. In such case, the transactions pertaining to said account shall be under the full control of the same parent or court-appointed guardian, who opened the account.

In case of an ITF account opened by the parent in-trust-for his/her minor child, it shall be presumed that an express trust is created by the parent, as trustee, for the benefit of his/her minor child. In case of an ITF account opened by the court-appointed guardian in the name of the minor ward, it shall be presumed that the deposit is made for the benefit of the minor ward. In case the minor child/ward reaches legal age, and wants to gain full control of the Account, the parent/court-appointed guardian must close the ITF account, and open a new one with the child/ward as the new signatory. In case of conflict in the control of the ITF account, the decision of the parent/court-appointed guardian shall prevail.

In case of death of the parent/court-appointed guardian, the Account shall be considered as not belonging to the estate of deceased parent/court-appointed guardian, but shall pass to the minor child/ward without the need of documents for the settlement of estate of deceased parent/court-appointed guardian. In such case, and to maintain the ITF Account, the deceased parent / court-appointed guardian shall be substituted by the surviving parent or new court-appointed guardian.

TELEGRAPHIC TRANSFER/ MAIL TRANSFER/ DRAFTS/ OTHER MONEY TRANSFERS

It is distinctly understood that the issuing, remitting Branch, Bank shall assume no responsibility whatsoever for delay in the execution of this payment resulting from errors and/or, delays in the transmission of the Bank's relative instruction to its paying branch, office or correspondent, or any other cause(s) beyond its control.

RIGHT TO OUTSOURCE AND ENGAGE THIRD PARTY

In order to efficient administer, operate, and/or provide its products, services, facilities, the Depositor recognizes the right of the Bank to engage the services of service providers and third parties as the Bank may deem necessary or appropriate in order to perform its rights and obligations herein.

DEPOSIT INSURANCE

Unless otherwise amended, the deposits are insured with the PDIC up to a maximum amount of PESOS: FIVE HUNDRED THOUSAND (P500,000.00) per depositor.

This deposit insurance coverage, payment of insured deposits, as well as any other matter relating to said deposit insurance are subject to Republic Act No. 3591, as amended and the implementing rules and regulations issued by PDIC.

CUSTOMER COMPLAINTS

The Depositor shall communicate with the Bank regarding any complaint/concern on his Account through the use of the following points of contact:

Email: customerexperience@psbank.com.ph
 Customer experience hotline (832) 8845-8888
 Live Chat through the Bank's website at psbank.com.ph, and official Facebook account

The Bank shall conduct an investigation in accordance with its established procedures and shall notify the Depositor if its findings, which shall be considered as final and conclusive.

ATTORNEY'S FEES

In the event the Bank is compelled to institute judicial or extra judicial action or proceeding to enforce collection of the indebtedness arising hereunder, the Depositor agrees and shall be bound to pay the Bank an additional sum equivalent to 10% of the total amount due, including accrued interests and penalties, as attorney's fees which in no case shall be less than P20,000.00 plus cost of suit. In the event, however, that the Bank's lawyer is able to collect the indebtedness arising hereunder short of litigation, the Depositor undertakes to reimburse the Bank for whatever expenses it may have incurred.

VENUE

The Depositor irrevocably consents that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted at the option of the Bank in any competent court in Metro Manila or where the Bank has a branch or office, to the exclusion of all other courts. The foregoing, however, shall not limit or be construed to limit the right of the Bank to commence proceedings against the Depositor in any other venue where assets of the Depositor may be found.

CONSENT TO THE TERMS AND CONDITIONS

By opening the Account, and in availing/using the product/s, facility/ies, and service/s, including but not limited to electronic/mobile/internet banking services and other related

channels, of the Bank, the Depositor agrees to be bound by the operational rules and regulations, policies, terms and conditions governing the said product/s, facility/ies, and service/s, including any amendment or supplement thereon, as well as the functionalities and features of the product/facility/ies and services and the required fees associated therewith. The Depositor further agrees and accepts to be bound by the data privacy and security policies of the Bank, and to pay any fees associated with the use of the said product/s, facility/ies, and service/s. The Depositor further affirms and accepts the features, requirements, risks, and benefits in availing the product/s, facility/ies, and service/s as fully disclosed and explained by the Bank.

The Depositor understands that any subsequent opening of Accounts shall be covered by the Agreement.

AMENDMENTS

The Bank reserves its right to change, amend, modify, or supplement from time to time, any of the terms and conditions herein provided, and such changes shall be effective immediately upon posting thereof. Said changes or supplements, if posted in the Bank's website (www.psbank.com.ph) or conspicuous place inside the premises or other sales channel of the Bank shall constitute sufficient notice to the Depositor.

The continued use of the Account, as well as the product, services and facilities of the Bank shall constitute the Depositor's consent to the amended/modified/supplemented terms. Should the Depositor not agree with the amendment/modification/supplement of the Agreement, he may terminate the Agreement and close the Account, provided prior notice is given to the Bank at least thirty (30) days prior to such termination/closure, otherwise, the amendment/modification/supplement shall be binding to him.

In all cases, not specifically provided in these Terms and Conditions, or otherwise by written agreement between the Bank and Depositor, or in case not covered by laws, the rules and regulations of BSP, AMLC, and other related regulatory agencies, the usual customs and procedures common to Philippine banks shall govern the transactions between the Bank and Depositor.

SPECIFIC PROVISIONS FOR DEPOSIT PRODUCTS

TIME DEPOSIT

The Depositor agrees with the placement of its funds to a Time Deposit with the terms and conditions indicated in the Time Deposit Confirmation Advice (TDCA), which shall contain, among others, the principal, term, settlement account, and interest rate.

The TDCA shall be issued under the name of the Depositor. It is not a negotiable instrument and may not be negotiated by endorsement and/or delivery, but may be assigned to the Bank with prior consent of Depositor in writing.

Only one (1) TDCA shall be issued to the Depositor upon placement in the Time Deposit (TD) account. On maturity date or every time there is change/movement in the TD Account, a TD Statement of Account or TD Transaction History may be issued to the Depositor upon his/her written request in the form prescribed by the Bank at the branch where the account was opened. The Time Deposit Account shall be redeemed at the branch of the Bank where the account was opened.

Pre-termination is defined as the partial or full withdrawal of the deposit amount before maturity date of the deposit. Pre-termination of a time deposit account is subject to the Bank's approval and is subject to documentary stamp taxes and pre-termination penalty, which shall be for the account of the Depositor.

A partial withdrawal before its maturity date will pre-terminate the account. The remaining balance, if re-deposited, will be considered as a new deposit under a new interest rate and account number.

Affiliate accounts, if any, should be under the same account name/ownership as the Time Deposit Account.

For PRIME Time Deposit, the interest rate payable on the deposit shall be fixed every month and shall be based on the quoted rate provided upon account opening. Its interest income earned from the account shall be exempt from withholding tax as specified by law on regulation for 5-year or more placement term, unless an amendatory laws provides otherwise.

KIDDIE SAVERS AND TEEN SAVERS ACCOUNTS

The Kiddie Savers Account (KSA) and Teen Savers Account (TSA) are offered to children ages 0- 12 and 13- 18, respectively. KSA and TSA opened singly or as Joint 'OR' or 'AND' are automatically offered as Cash Basis Only (CBO) Accounts, except for those opened as In-Trust-For (ITF) accounts.

KSA and TSA are not automatically converted to regular accounts when the Depositor goes beyond the allowed age limit. When the Account Holder reaches the age of eighteen (18), he/she has the option to maintain his/her KSA/TSA unless he/she decides to close the Account and open a new regular account. Furthermore, when the Account Holder turns eighteen (18), he/she will no longer be covered with insurance even if the KSA/TSA is maintained.

OVERSEAS FILIPINO SAVINGS ACCOUNT

The Depositor authorizes the Bank to reclassify his Overseas Filipino Savings Account to a regular savings deposit account if the Overseas Filipino Savings Account does not receive a foreign inward remittance for a period of one (1) year. The Depositor agrees that the reclassification of the Overseas Filipino Savings Account is governed by the terms and conditions of the Bank, and hereby hold harmless the Bank from any and all claims and liabilities by reason of the reclassification.

PAYROLL ACCOUNT

The Depositor authorizes the Bank to disclose to his employer the information (i.e. Payroll Account Name, payroll Account Number, etc.) pertaining to his Payroll Account, which was opened pursuant to the Payroll Agreement between the bank and his employer to allow his employer to disburse the salaries of the depositor to his Payroll Account.

The Depositor authorizes the Bank to reclassify his Payroll Account to a regular savings deposit account if the Payroll Account has no payroll credit for a period of ninety (90) days, or upon the termination of the Payroll Agreement of the bank with his employer. The Payroll Account shall be automatically closed if it is with zero balance and the Payroll Agreement is terminated.

The Depositor agrees that the reclassification/closure of the Payroll Account is governed by the terms and conditions of the Bank, and hereby hold harmless the Bank from any and all claims and liabilities by reason of the reclassification/closure herein.

GENERAL PROVISIONS ON DEPOSITS AND OTHER PRODUCTS / SERVICES

CURRENT ACCOUNT

Checks

To protect the interests of the Depositor and the Bank, all requests for printing of MICR checks shall be coured through the Bank. All blank spaces on checks drawn must be properly completed and without erasures and alterations.

The Bank may dishonor checks if signatures therein are not in accordance with specimen signatures of the Depositor as registered with the Bank.

Stop Payment Orders

No stop payment order, renewal or revocation thereof shall bind the Bank or be otherwise valid unless: (a) the check or checks to be effected are properly identified or described with particularity in all aspects; (b) made in writing; and (c) served and delivered directly to the authorized Branch Officer.

The service or delivery of a stop payment order, renewal or revocation thereof to the Head Office or to the branch of the Bank shall not constitute notice, actual or constructive, to any other office or branch. The Depositor agrees to hold the Bank free and harmless from all expenses and costs incurred in refusing payment of said items and further agrees not to hold the Bank liable on account of payment contrary to the order, or on account of non-payment contrary to the revocation of the order for stop payment if the same occurs through inadvertence, accident or oversight, or if by reason of the aforesaid payment other items drawn by the Depositor are returned for insufficiency of funds. Stop payment orders shall be effective for a period of six (6) months only from the date of service to and receipt by the Bank.

Statement of Account

An itemized statement of account shall be rendered to the Depositor monthly or at the Bank's option when ledger/ statement sheets are filed. Check images of cancelled/paid checks (except those which may result in overdrawings and which shall be returned only when such overdrawings shall have been paid) shall be returned to the Depositor when statements are dispatched or as soon as possible.

SPECIFIC PROVISIONS FOR OTHER PRODUCTS

ATM / Prepaid/ Debit Card Account

Common Provisions for ATM/Prepaid/Debit Card Account

The Depositor acknowledges that the card is not transferable and is the property of the Bank. The Depositor shall return the card upon demand to the Bank for cancellation in case the Depositor no longer maintains the deposit covered by the card or said Account has been closed or if the card is withdrawn by the Bank for any reason whatsoever. It is agreed and understood that the Bank has absolute discretion to withdraw the card and its services upon notice to the Depositor.

The Depositor also agrees that the Bank may cause the ATM to retain the card automatically at any time and without notice to the Depositor.

For his protection, the Depositor shall, never disclose to any person his Personal Identification Number (PIN). The Depositor shall in all circumstances assume full responsibility for all transactions processed by the use of the card whether or not processed with the Depositor's knowledge or by his authority. All deposits are subject to verification. Only the amount actually verified / counted will be credited to the Account.

The Bank shall inform the Depositor of any discrepancy noted during the verification and actual piece-count against the deposit slip) within seventy-two (72) hours from the date the deposit was made.

The Depositor agrees that the transaction record issued automatically by the ATM at the time the deposit transaction was made presents what the depositor purports to have deposited and shall not be binding on the Bank.

The Bank shall impose a limit to the amount that can be withdrawn notwithstanding the sufficiency of the balance of the Depositor. In case the card is lost or stolen, the Depositor shall notify the Bank immediately upon knowledge of such incident, and the bank shall confirm such notification, through any means available. The Bank shall not be responsible for any unauthorized transaction against an ATM account until after it has received the notice and has sent the notification

The Bank shall replace a card damaged for whatever reason, at no cost to the cardholder, provided that the damaged card has its full original value and has not been used by the cardholder for any transaction. In the event that the damaged card has less than its original value and/or has been used by the cardholder for any transaction, PSBank shall issue a replacement card with value equal to the remaining balance of the damaged card, subject to cardholder's payment of service fees.

The Bank shall not be liable for failure of the Depositor to transact or withdraw funds through the ATM when the Bank is under off-line conditions, during servicing time of the machine or when machine and communication line breakdown occurs or other conditions not within the control of the Bank.

The Bank shall not be liable to the cardholder for any loss suffered as a result of the Bank being prevented from or delayed in providing any banking or other services to the cardholder due to strikes, industrial action, power failure, systems or equipment or any other causes beyond the Bank's control.

The cardholder agrees to hold the Bank and its officers and employees free and harmless from any and all liabilities, claims and demands of whatever kind and nature in connection with or arising from a) use of card in Intra Bank Fund Transfer Facility (IBFT) b) closure / termination of the card c) the reporting by the Bank of the closing of the card and the reason/s thereof to the BAP or to any central monitoring entity or body established by the BAP to keep record of and monitor all mishandled cards.

The card belongs to the Bank and the Bank or any of its authorized officers, employees, associate or agent may retain the card, require the cardholder to return the card or suspend or cancel the use of the card at any time in its absolute discretion. The Bank shall not be held liable for any loss or damages suffered by the cardholder as a result thereof.

The card will not become valid or operational until the cardholder acknowledges receipt of the card and the related PIN and by signing the appropriate Bank documents. The card is only valid up to the last day of the month/year indicated on the face of the card. The card must not be used outside of that period or if the Bank has required by notice

in writing to the cardholder to the cardholder that it should be returned to the Bank. When the period of validity expires, the card must be destroyed immediately by the cardholder by cutting it in half through the magnetic strip.

The cardholder must take all reasonable precautions to prevent unauthorized use of the card.

Prepaid/Debit MasterCard Account

The Prepaid/Debit MasterCard Account is NOT a deposit account and the value stored is not insured in PDIC.

For Prepaid MasterCard Account, the Cardholder determines the value of the card by exchanging an amount of not more than Php100,000.00/month, with a maximum load of Php500,000.00. Only cash or its equivalent (e.g. fund transfer from a deposit account) shall be accepted. No checks shall be accepted. The card can be re-loaded with additional value, provided that it will not exceed Php100,000.00 per month and shall not exceed the maximum limit of Php500,000.00 at any given time. Re-loading of card can be done via: (a) Over-the Counter cash deposit at any PSBank Branches; (b) Fund Transfer using PSBank ONLINE Banking from an existing deposit account; or (c) Intra-bank Fund Transfer from any enrolled Bancnet members

The Bank will issue a card only when the cardholder has completed an application form and it has been accepted by the Bank. The cardholder is only authorized to enter into a transaction if the amount is less than or is equivalent to the balance of the card.

Generally, transactions cannot be cancelled by the Cardholder after it has been completed. If the Cardholder wishes to cancel the completed transaction, a request for a charge back shall be requested to the merchant. A credit to the client's prepaid account will be initiated by the bank upon the instruction of the merchant as long as the Bank will not be liable for any loss or damages resulting from such instruction for refund.

Transactions made in any of MasterCard's accredited merchants, in a currency other than the PHILIPPINE PESO, shall be converted to the amount equivalent to the local currency based on the prevailing exchange rate on the day the instruction to convert was received.

The card shall not be used as payment for any illegal purchases, or for any unlawful purposes. The Cardholder authorizes the bank to discontinue the card even without prior notice in any of the following cases: mishandling/misuse of card, fictitious identity, and illegal activities or in any other event when the continuation of the card is not in the best interest of the Bank, at the sole determination of the Bank.

The Cardholder shall sign the card immediately upon receipt thereof and agrees to safeguard the card as if it were cash. PSBank may, at its option, assign a system-generated personal identification number (PIN) to a card to enable the cardholder to withdraw cash or do balance inquiries via ATM. It is also advised that the cardholder immediately change this initial PIN and nominate his own set of numbers. It is also advised that the PIN be committed to memory and that the piece of paper containing the PIN be shredded for confidentiality purpose

Unless earlier terminated by the Bank, voluntarily cancelled or returned by the cardholder, the card shall be valid from the day of issuance or renewal, and expires on the last day of the month initiated on the face of the card. The cardholder may request the renewal of the card subject through (i) Customer Service, subject to Positive Identification (PID), (ii) Corporate Website, (iii) any PSBank Branch. Request for renewal shall be subject to PSBank's requirements at the time of filing of the request and approval thereof shall be the sole discretion of the Bank.

Issuance and Usage

a.) The issue and use of the Debit Card shall be subject to Bangko Sentral ng Pilipinas' regulations on debit card issuance and PSBank's Terms and Conditions, in force from time to time.

b.) The Debit Card and the related PIN will be issued in the name of the cardholder who will be responsible in keeping the card and the PIN under his/her custody.

c.) The cardholder shall be responsible for all transactions effected by the use of the Debit Card, whether or not the transaction were/are authorized by the cardholder, and shall indemnify the bank for the loss or damage caused by any and all unauthorized use of the Debit Card or related PIN including any penal action arising on account of violation of any BSP guidelines or the Anti Money Laundering Act or any other laws, rules and regulations for the time being in force.

d.) In case of Joint OR accounts, all account holders, jointly or severally, shall indemnify the Bank, as above, against all actions, losses, claims and consequences arising out of the usage of the Debit Card, the safety of the PIN and the transaction/s effecting using the Debit Card. In case such JOINT OR Accounts, all account holders shall be deemed to be jointly or severally responsible and liable for all duties and liabilities cast upon the cardholder. The account shall be debited, with the amount of any withdrawal, transfer, and/or any other transactions effected by the use of the Debit Card. The cardholder shall maintain sufficient funds in the account to meet any transactions. The cardholder shall not be entitled to over-withdraw from the account, with the Bank or withdraw funds by use of the card in excess of the overdraft limit, if any, agreed with the Bank.

SPECIFIC PROVISIONS FOR ELECTRONIC BANKING SERVICE

For the Terms and Conditions of Electronic Banking Services, please refer to links below:

PSBank Online Banking

<https://www.psbank.com.ph/other-products-and-services/e-banking/e-banking/psbank-online/>

PSBank Mobile Banking

<https://www.psbank.com.ph/other-products-and-services/e-banking/e-banking/psbank-mobile/>

The terms and conditions herein shall supplement and form an integral part of the terms and conditions of electronic banking services.

Supervised by the Bangko Sentral ng Pilipinas

BSP contact details: (632) 8708-7087

BSP Webchat: <http://www.bsp.gov.ph/>

SMS: 021582277 (for Globe subscribers only)

BSP Facebook: <https://www.facebook.com/BangkoSentralngPilipinas/>

BSP Consumer Affairs email address: / consumeraffairs@bsp.gov.ph