

Branch: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Name	CIF ID
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## ACCEPTANCE OF THE TERMS AND CONDITIONS

The Bank shall have the right to add, revise, amend or cancel/discontinue, in whole or in part, any of the products and services provided by the Bank and any of the Terms and Conditions and Bank fees/charges pertaining to any product or service and any such change will become binding on you subject to applicable regulations. These amendments or changes shall be communicated to you by the Bank by posting of a notice of such amendment or change in any conspicuous place at the office of the Bank and by giving due notice to you in accordance with the requirements set forth by BSP.

Where particular transactions, products, or services are subject to specific Terms and Conditions agreed upon between you and the Bank, or that are applicable thereto, such Terms and Conditions shall take precedence and these Terms and Conditions shall be of supplementary character to such transactions, products or services.

All accounts shall be governed by these Terms and Conditions of the Bank, the rules and regulations of BSP, AMLC, SEC, PDIC, PSE, BAP, PCHC and other government regulatory agencies and central monitoring bodies or entities, and applicable laws. In all cases not specifically provided for in the foregoing or otherwise by written agreement between the Bank and you, the usual customs and procedures common in banks in the Philippines and the circulars, rules and regulations now existing or which hereafter may be imposed by the Bank, the BSP, and the BAP, and other government regulatory agencies and central monitoring bodies or entities relative to the establishment and operation of accounts shall exclusively govern any transaction between the Bank and you regarding all accounts.

In the event of any amendment to, or additional regulation in the laws of the Republic of the Philippines, the BSP, or the BAP, or any major change in the features of the Bank's product offerings, we reserve the right to transfer your balance to a product with similar features and Terms and Conditions.

The Terms and Conditions herein shall be governed by and interpreted pursuant to the laws of the Republic of the Philippines without regard to conflict of law principles. Any legal action arising hereunder shall be filed in the proper court of Makati City, all other venues being expressly waived.

The Bank has the absolute right to take anytime any and all actions it may deem appropriate and necessary under the prevailing circumstances to adhere to and comply with the mandates of applicable laws, rules and regulations, its own policies, or with the directives of governmental, supervisory and regulatory authorities or entities, including on matters relating to or in connection with the detection, investigation, and prevention of money laundering, terrorist financing and financial crime activities. Such action may include but is not limited to the conduct by the Bank of an investigation of any transactions, payment messages and other information or communication sent to you or by you or on your behalf via the systems of the Bank; making further inquiry as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity; requiring additional information, documents and confirmation to support any transaction conducted through the Bank; delaying, suspending, blocking or refusing the processing of any transaction; and/or closure of the account. The Bank shall not be liable for any delay, loss or damage arising or resulting from exercising and/or executing such actions to you, your beneficiary or any third party.

Your acceptance of these Terms and Conditions signifies your consent that any accounts you open and services you avail of in the future shall also be governed by these Terms and Conditions.

### CUSTOMER'S CONSENT AND CONFORME

I, the undersigned, hereby affirm that I have read, understood, agreed to, and accepted these Terms and Conditions, Product Profiles and Service Fees/Charges, and hereby acknowledge receipt of a copy hereof.

Furthermore, I acknowledge that I have been properly informed and made fully aware by the Bank of my rights and obligations and the process and conditions regarding the product and services that I am availing including the current fees and charges being imposed and its amendments, which shall be binding upon me. The Bank has also properly disclosed to me the units and persons that I need to contact for any complaint that I may have regarding the usage of their products and/or services.



Customer's Signature Over Printed Name / Date

BNK-076 (11-24) P/N

## GENERAL PROVISIONS

**DEFINITION OF TERMS.** For clarity, the following terms shall be defined:

"Bank", "We", "Us", "Our", "Ours", and "Ourselves" shall refer to China Banking Corporation or China Bank.

"Accountholder", "Depositor", "You", "Your", and "Yourself" shall refer to you as the person(s) who open/enroll, avail or make use of any account/product/service of China Bank, whether individual, single or joint, juridical person such as corporation, partnership, association, etc., regardless of kind, number, or gender.

"Account(s)" shall refer to deposit(s), investment(s), or placement(s) in products of China Bank covered by this General Terms and Conditions, or the specific Terms and Conditions covering the products themselves.

"Average Daily Balance" or "ADB" shall refer to the sum of the daily end-of-day balances in the account for a month divided by the number of days in that month.

"Over-the-counter" or "OTC" shall refer to the Bank's service wherein the Depositor can make transactions at Bank's branch counters.

"Alternative Channels" shall refer to other authorized and recognized banking channels outside of OTC through our branches (i.e., Automated Teller Machines (ATMs), TellerPhone, China Bank Online, Mobile Banking, Point of Sale (POS), etc.).

"TellerCard/OKS ATM Card" shall refer to the card issued to you by the Bank to be used to access your account(s) through the Bank's or its affiliated ATMs or POS terminal networks and effect such permitted transactions in relation therewith, or the TellerCard/OKS ATM Card ATM service itself.

"TellerPhone" shall refer to the banking service provided to you by the Bank where you can make transactions by calling the designated number(s).

"China Bank Online" shall refer to banking services provided to you by the Bank to access your account(s) and perform transactions through the internet.

"China Bank Mobile Banking App" shall refer to banking services provided to you by the Bank to access your account(s) and perform transactions through the mobile phone.

"Electronic Payment" which is synonymous to electronic fund transfer shall refer to transfer of funds between two transactions accounts in the same or different BSP supervised financial institutions which are initiated and received using electronic devices and channels to transmit payment. This excludes domestic remittance transaction under existing BSP regulations.

The following government regulatory agencies and central monitoring bodies or entities shall or may likewise be referred to throughout these Terms and Conditions: Bangko Sentral ng Pilipinas (BSP), Anti-Money Laundering Council (AMLC), Securities and Exchange Commission (SEC), Philippine Deposit Insurance Corporation (PDIC), Philippine Stock Exchange (PSE), Bankers Association of the Philippines (BAP), Philippine Clearing House Corporation (PCHC).

Product Profiles and Service Fees/Charges shall form an integral part of this General Terms and Conditions and may be modified or amended from time to time at the Bank's discretion (notice of changes in said profiles/fees/charges shall be communicated to you in accordance with the policies set forth by the BSP). For the updated applicable fees, charges and rates, you may visit any China Bank branch or go to [www.chinabank.ph](http://www.chinabank.ph).

**GENERAL INFORMATION ABOUT THE PRODUCT OR SERVICE.** Other than those that may be provided herein, the general information about the features and terms of the products and/or services of the Bank that you shall avail may come in a separate form like flyer or handouts to be provided to you by our duly authorized representative.

**OPENING OF ACCOUNTS.** You may open and maintain accounts at our sole discretion, upon your compliance with all the account opening/maintenance requirements imposed by us from time to time such as, but not limited to, duly accomplished account opening forms, the presentation or submission of documents and references acceptable to the Bank, compliance with the minimum initial deposit requirement, if any, and proper verification of your identity and signatures.

**ACCOUNT MAINTENANCE.** For all accounts, you are required to maintain a minimum monthly average daily balance (ADB) and/or monthly average daily available balance (ADAB) as prescribed in the Product Profiles and Service Fees/Charges.

In the event that accounts denominated in Peso or other currencies shall be offered by the Bank in the future, you hereby agree to comply with any such minimum monthly ADB that may be required by the Bank.

A fee shall be charged if the account balance falls below the minimum monthly ADB for at least two (2) consecutive months for both active and dormant accounts. This fee shall be collected every month until the account meets the required minimum monthly ADB.

A Checking Account which remains inactive (no deposit or withdrawal) for a period of one (1) year will be considered dormant. Any checks drawn against a dormant checking account shall be returned and shall be tagged as "Drawn Against Dormant Account". Moreover, accounts inactive for ten (10) years or more shall be escheated in favor of the Treasurer of the Philippines.

A Peso Savings Account which remains inactive (no deposit or withdrawal) for a period of two (2) years will be considered dormant. Moreover, accounts inactive for ten (10) years or more shall be escheated in favor of the Treasurer of the Philippines.

A Foreign Currency Savings Account which remains inactive (no deposit or withdrawal) for a period of two (2) years will be considered dormant.

**DOCUMENTATION.** You shall complete and submit required forms and/or other forms of documentation in such number and frequency as the Bank, or other regulatory agencies or central monitoring bodies or entities require.

**DEPOSITS / ITEMS FOR COLLECTION.** In receiving items for deposit, the Bank obligates itself only as a collecting agent, assuming no responsibility beyond care in selecting correspondents. The Bank is not liable for default or negligence of its correspondents, losses in transit, and correspondent is not liable except for its own negligence.

The Bank may, at its discretion, refuse to accept deposits or may at any time charge back any amount previously credited including interest thereon if the deposit item is found to be fake, counterfeit, or spurious, or for any other reason as may be determined by the Bank. The Bank will retain possession of the said checks or other items.

All deposits whether made OTC or through ATMs, deposit pick-up service, night depository facility, or other means shall be subject to our authorized personnel's count and verification. Non-cash deposits received are subject to verification. Items credited are subject to collection and final payment in cash or solvent credit.

Foreign currency notes, checks/drafts, and appropriate telegraphic transfers shall be accepted as deposits for foreign currency accounts, investments, or placements, subject to conditions and requisites as may be imposed by the Bank, its correspondent banks, and other regulatory bodies. Coins denominated in foreign currencies shall not be accepted for deposit. Notes and checks/drafts shall be subject to a minimum holding/float period.

If check deposited is subsequently returned for whatever reason, whether the deposit is purely check or a combination of cash and check, the deposit account shall not earn interest and shall be pre-terminated subject to policies of the Bank on pre-termination.

In compliance with Memo Circular No. 2601, 2610, 2636 and 19-030 issued by PCHC, you allow electronic clearing of your checks and hereby waive the presentation of the original to Drawee Bank upon implementation of the Check Image Clearing Systems (CICS).

You are primarily responsible for the correctness, genuineness, due execution, and validity of all endorsements appearing on all checks or other items deposited. The Bank may refuse to accept for deposit/collection any check that:

- appears spurious in any way;
- is mutilated/torn/defaced/soiled/unreadable;
- is post- or stale-dated;
- does not indicate the date of check, payee, amount in words, amount in figures, drawer's signature(s),
- shows or indicates on its face any erasure or alteration of the date of check, name of the payee, amount in words, amount in figures, drawer's signature(s), account name, account number, check number, MICR characters, regardless of any signature or initials that appear to indicate authorization of the alteration or erasure, in compliance with CHOM No. 15-460.A issued by PCHC effective January 4, 2016.
- has been previously paid;
- has been previously deposited to and returned by another bank;
- does not otherwise comply with PCHC circulars on new Check Design Specifications and Standards for the CICS and other PCHC and regulatory agencies' regulations.

Checks deposited to your account and subsequently dishonored will be returned to the branch where you originally presented the check. Foreign currency checks deposited to your account and subsequently dishonored may be subject to additional fees and charges.

\* Checks that are post-dated may be accepted provided you have signed up with the Bank's Check Depot via China Bank Online - Check Management Module.

A check returned for any reason (except for those returned due to fraud) may be redeposited only once.

The Bank or its correspondents may send items to any bank including the payer and accept drafts or credits as conditional payment in lieu of cash. The Bank may charge back any item before final payment, whether returned or not, also any item drawn on the Bank "not good" at close of business hours on day of deposit. The Bank reserves the right to return checks presented, as well as any and all checks tendered for deposit/collection.

**ASSIGNMENT OF DEPOSITS.** Assignment or pledge of deposits shall not be allowed except in favor of the Bank.

**ARTICLE 1250.** You understand that the provisions of Article 1250 of the new Civil Code, which provides that "In case an extraordinary inflation or deflation of the currency stipulated should supervene, the value of the currency at the time of the establishment of the obligation shall be the basis of payment" shall not be made applicable to your deposit accounts and you are deemed to have waived any right or benefit thereunder.

**WITHDRAWALS.** Over-the-counter withdrawals should be made personally by you or through your representative by submitting to us a duly accomplished withdrawal slip or other appropriate form(s) or requirement specified and duly authenticated by us. Your signature on the said form(s) shall constitute a valid and unqualified authentication of your representative's signature appearing therein.

For ChinaCheck Plus accounts, over-the-counter withdrawals should be made through the issuance of a check.

If your account is linked to a TellerCard/OKS ATM Card, you may also withdraw through ATM.

Withdrawals made from accounts of corporations, partnerships, or associations shall be by such officer(s) as may be designated in the By-Laws and board/partnership/association resolution of the corporation, partnership, or association. You assume full responsibility for the accuracy, correctness, genuineness, and validity of all information filled out in the withdrawal slip/other form(s).

Until such time as actual payment comes into possession of the Bank, no drawing is allowed on uncollected funds unless with prior arrangement, and any such withdrawal shall not alter the character of the Bank as a mere collecting agent. The Bank has the right to charge back any amount previously credited, whether the deposited item is returned or not. Should the Bank allow such drawings against uncollected deposits upon prior arrangement with the Bank which is not in writing, this document shall be the basis for your liability to the Bank for such amount drawn should the deposited item be later returned, and such act of the Bank shall be considered as only by its tolerance and no contractual right whatsoever can be acquired by you thereby, so that said practice can be stopped by the Bank at any time without prior notice to you. This also applies to unpaid deposit items due to insufficiency of funds, forgery, stoppage of payment, or other reasons.

Withdrawals against cash deposits or deposits of US Dollar/Euro checks/drafts shall only be allowed after a specified number of banking days from the date of deposit as specified in the Product Profiles and Service Fees/Charges.

Other products have limited number of withdrawals to be entitled to a higher interest rate as prescribed in the Product Profiles and Service Fees/Charges.

**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 a loan payable within twenty-four (24) hours with interest at such rate as determined by the Bank, plus service and handling charges and penalty fees, without necessity of demand. You shall furnish security sufficient for the payment of the loan, including interest plus service and handling charges and penalty fees, in any amount sufficient at all times to cover the overdraft as determined by the Bank.

Furthermore, the Bank is authorized to withhold as security for your obligation all moneys, properties, securities or things of value which now or later may come into the possession or control of the Bank for safekeeping or otherwise or in any way sufficient to pay or reduce your obligations, with authority to apply, sell or dispose pursuant to law any such properties, securities, or things of value and to apply the proceeds to the payment of your obligation mentioned.

**INTERBRANCH TRANSACTIONS.** You may deposit or withdraw in other branches of the Bank, subject to verification and service charges as may be imposed by the Bank. The Bank reserves the right to require that prior notice be given to your main depository branch before withdrawing at other servicing branches.

**FUND TRANSFERS.** Fund Transfers should be made personally by you or through your representative by submitting to us a duly accomplished Fund Transfer Form or other appropriate form specified and duly authenticated by us. Fund Transfers may also be made through our alternative channels. You assume full responsibility for the accuracy, correctness, genuineness, and validity of all information filled out in the Fund Transfer Form or other form(s), and for the information that you or your representative provide to us based on your instructions or files uploaded using our alternative channels.

Your account(s) may be credited with payments and/or fund transfers.

In carrying out any domestic account-to-account electronic payments or electronic fund transfers, it will be sufficient for us to rely on account number matching, and you agree that we will not be liable for any loss or damage arising from our reliance on account number matching. In case you have erroneously transferred to a payee account other than the intended recipient account, you must immediately report the error to the Bank and provide the following details: (1) sender account details; (2) payee account details; (3) transaction amount(s); (4) transaction date/s and time/s; and (5) other relevant details. The Bank will exert reasonable efforts to recover the amount erroneously sent in accordance with existing regulations.

Conversely, in the event that you are not the intended recipient or payee of a domestic account-to-account electronic payment or electronic fund transfer, the amount transferred/credited to your account in error will be temporarily placed on hold. You will be notified by the Bank through a telephone call, email, or a Notification Letter within a reasonable timeframe. If you do not object to the sender's request for reversal within 15 calendar days from the date of our notification through telephone call, email timestamp, or receipt of the Notification Letter, whichever comes first, the Bank will deem the sender's request for reversal as valid. In such case, you will be deemed to have authorized the Bank to debit your account for the erroneously credited amount in order to rectify the error.

On the other hand, in the event where the amount credited to your account is the subject of an investigation due to an alleged disputed, fraudulent or unauthorized transaction, the Bank shall hold an amount equivalent to the disputed, fraudulent or unauthorized transaction pending such investigation. The Bank may also suspend your access to Alternative Channels linked to the account for the duration of the investigation. Thereafter, you will be notified of the results of the investigation. If warranted, the Bank shall debit your account the equivalent amount of the disputed, fraudulent or unauthorized transaction.

The Bank, in its sole discretion and pursuant to its risk management policies and processes and governmental, supervisory and regulatory requirements, can require additional information and/or conduct evaluation which may cause delay, suspension or rejection of your transfer transaction. To the extent allowed by law, the Bank shall not be held liable to you or any third party for any delay, loss or damage resulting therefrom.

**TRANSACTION CUT-OFF TIME.** Transactions or cancellations made (whether OTC or through the Bank's Alternative Channels) after any of our designated cut-off time(s) for various transactions or cancellations or on Saturdays, Sundays, and non-banking days shall either be considered for the following banking day or rejected as the case may be. Accordingly, the Bank may refuse to execute any of such instruction(s) without notice, reason and liability.

**INTEREST.** You will earn interest, computed based on the interest rate specified by the Bank, if you maintain the required balance to earn interest as prescribed in the Product Profiles and Service Fees/Charges. Interest shall be credited to your account as prescribed in the Product Profiles and Service Fees/Charges.

Except for Term Deposit accounts, accrued interest from the last credit date shall be forfeited if an account is closed before the interest crediting date.

Interest is subject to the twenty percent (20%) withholding tax imposed by law, for Peso denominated deposits, and the fifteen percent (15%) withholding tax imposed by law for Foreign Currency denominated deposits of residents, except in cases where the law provides that an account is tax exempt.

**ACCOUNT INQUIRIES AND INSTRUCTIONS.** For the Depositor's and the Bank's protection, the Bank will only entertain Depositor-issued written inquiries and instructions on his/her own deposit account.

**JOINT ACCOUNTS.** The funds deposited in the joint deposit account are governed by the rules on co-ownership between the joint accountholder. The share or portion belonging to the joint depositors in the joint deposit account shall be presumed equal, unless the contrary is proved by competent evidence, and the accruing benefits as well as the charges in the joint account shall be proportional to their respective shares. Joint Depositors are precluded from claiming that only one/some of the depositors contributed and own the funds in the joint account.

Deposit accounts under more than one name are allowed to receive items for deposits payable to any of the signatories indicated in the Signature Card.

In the event that the joint account is subject of a voluntary lien, such as an assignment or hold out, as security for obligation/s with the Bank, or garnished, the operation of the account including the withdrawal and transfer, shall be restricted up to the amount assigned/on hold/garnished until the assignment/hold out/garnishment has been cancelled/lifted.

**JOINT AND ACCOUNTS.** You authorize us to accept, pay, or act upon the order of all of the signatories submitted to the Bank.

**JOINT OR ACCOUNTS.** Each person shall be deemed an accountholder of such joint account. You authorize us to accept, pay, or act upon the order of any one or more of the signatories submitted to the Bank (in accordance with your written instructions), automatically vesting in any/some of the said Depositor(s)/signatory(ies) the authority to do whatever you or other Depositor(s)/signatory(ies) so desire with the funds, including pre-termination, termination or closure of the accounts, without the necessity of the signature of the other Depositor(s)/signatory(ies), provided that you make a written declaration under the penalties of perjury that your co-Depositor(s) is/are still living. Further, all Joint Depositors hereby agree and authorize the Bank to accept for deposit to the Joint Account any checks/drafts payable to any one or a combination of some or all of the Joint Depositors, subject to applicable payee's signature/endorsement(s) as may be required, and subject to other conditions which the Bank may reasonably impose. All moneys/checks which may hereafter be deposited for credit to their joint account will be owned by all the Joint Depositors without reference to the source of funds or payee(s) of the checks deposited into the account. The Bank however, may require approval from any or all of the Depositors, in some cases, as it may deem appropriate. To the extent allowed by law, all Joint Depositors hereby jointly and severally agree and undertake to indemnify and/or reimburse the Bank and save/hold it free and harmless from any and all claims, liabilities and damages, causes of action, losses, taxes, expenses, fees, penalties, including attorney's fees and the like of whatever nature and kind which the Bank, may at any time, sustain or incur or be made liable by reason thereof.

**ACCOUNTS OF CORPORATIONS, PARTNERSHIPS, AND ASSOCIATIONS.** Deposits made to a corporation, partnership, or association can be withdrawn by the officer(s) or authorized signatory(ies) as designated in the By-Laws or appropriate Board/Partnership/Association Resolution.

**TAXES, FEES, CHARGES, AND PENALTIES.** You shall be liable for applicable taxes, fees, charges, penalties, and the like due on any and all transactions which the Bank executes upon your instructions or those which arise in connection with your availment of the Bank's products or services, or the acceptance of the benefits thereof. Such common taxes, fees, charges, penalties, and others are detailed in the Product Profiles and Service Fees/Charges.

The Bank, at its sole and absolute discretion, after posting of the corresponding notice in the conspicuous places in the Bank's premises and after giving due notice to Depositors in accordance with the requirements set forth by BSP, may impose new fees, charges, and penalties, change fees, charges and penalties for its products and services for such amounts as may be imposed/fixd by the Bank, BSP, BAP, and other government regulatory agencies and central monitoring bodies or entities. You acknowledge and agree that the said new/reviised taxes, fees, charges and penalties are deemed effective, binding and payable by you in accordance with applicable regulations.

**OTHER EXPENSES.** You agree that expenses, including legal costs, associated with the Bank's rights hereunder or the enforcement of your obligations under these Terms and Conditions shall be for your account and shall be collected in cash or debited against any of your accounts.

**HOLDING OF ACCOUNTS.** The Bank reserves the right to put any account on hold, at its sole discretion and without prior notice, if: (a) it has sufficient reason to believe that the continued operation of the account may violate any law/court order, or adversely affect the Bank's credibility/security; (b) there is a claim, contradictory instructions or a dispute regarding the operation of the account; (c) it has identified, or received

an information or a complaint involving one or more disputed transaction/s in your account; or (d) there arises events or circumstances analogous or similar to any of the foregoing.

**STALE-DATED CHECKS / POST-DATED CHECKS / CHECKS WITH TECHNICALITIES.** Negotiation of stale-dated checks, post-dated checks, and checks with technicalities (e.g., signature differs from signature on file, amount in figures different from amount in words, etc.) for encashment or clearing purposes is not allowed.

**PASSBOOK / CERTIFICATE OF DEPOSIT.** Passbooks and Certificates of Time Deposit (CTDs) are non-negotiable and not transferable. Possession of a passbook or CTD shall raise the presumption of ownership and any payment made by the Bank upon producing said passbook or CTD shall have the same effect as if made to you personally.

Principal amounts reflected on the face of CTDs may be the initial deposit or the balance forwarded from the previous filled-up CTD. All subsequent Time Deposit transactions shall be recorded and posted on the ledger on the reverse side of the CTD. If the ledger has been filled up, a new CTD shall be issued to you under the same account number.

No entry/entries other than those made by the Bank shall be recorded in the passbook or CTD. The amount shown in the passbook or CTD shall not be determinative of the balance of the account unless verified by the Bank after comparison with the Bank's books and records. In the event of any discrepancy between the entries in the passbook or CTD and those in the records of the Bank, the latter will prevail. Any claim against the correctness of any entry in the passbook or CTD must be made by you before leaving the Bank on the occasion when the entry is made, otherwise the same shall be considered as correct and any claim whatsoever is forever waived or abandoned. The Bank reserves the right to reverse erroneous transactions without prior notice to you.

A duly notarized Affidavit of Loss should be given to the Bank at once if the passbook or CTD is lost, mislaid, or stolen. You agree to hold, render, and save the Bank free and harmless from any and all losses, liabilities, claims, damages, causes of action, taxes, expenses, attorney's fees and the like which you may sustain or suffer prior to the receipt of such Affidavit.

The Bank shall close the account and open a new one and issue you a new passbook or CTD upon the submission of said Affidavit and on such Terms and Conditions, or a bond of indemnity required as the Bank may deem proper and the original passbook or CTD is thereafter voided.

**STATEMENT OF ACCOUNT (SOA) / CONFIRMATION OR TRANSACTION ADVICE.** Except for passbook accounts, all statements of account and other account-related forms, such as confirmation or transaction advices, which may be either in printed or electronic formats (collectively "SOA"), will be dispatched to you on such periodic basis as we may determine. You authorize us to use third-party service providers to process your SOA, which includes, but not limited to, generation of the statement, lettershopping, and delivery or posting of the SOA to your mailing address on record.

- For Mailed SOAs: You agree that the Bank shall deliver the SOA to your designated delivery address. A SOA is deemed received on the date of actual receipt by you or by anyone at the delivery address (if sent via courier) or on the date five (5) banking days after posting (if sent by post). It is your responsibility to secure the SOA once it has been delivered by the Bank's authorized courier or by other means.

- For Electronic SOAs ("eSOA"): You acknowledge and agree that access to your eSOA will be exclusively through the Bank's digital platforms or via your registered email address. The eSOA is deemed received on the date it has been made available for viewing or sent to your registered email address. You further agree that by choosing to receive an eSOA, the Bank will no longer provide you with paper copies of the SOA. However, you may request for printed copies of any eSOA, subject to the payment of any applicable service fee and such other conditions as the Bank may from time to time impose.

You are required to immediately inform the Bank of any changes in your personal information, including your delivery and email addresses, and your contact number(s), and to report any non-receipt of the SOA. You agree to review each SOA and immediately notify us in writing for discrepancies within thirty (30) calendar days from the date the SOA is deemed received. You acknowledge and agree that the SOA is deemed accurate and complete if you fail to give the Bank any written notice of discrepancies within the said period.

If any SOA is returned undelivered, we may choose to stop sending your SOA until you update your address with us. You also authorize the Bank to dispose of the SOAs if left unclaimed after ninety (90) calendar days.

**CLOSING OF ACCOUNTS.** You may close the account anytime by completing the prescribed withdrawal form(s) and surrendering any relevant document(s) evidencing your account ownership.

The Bank reserves the right to close any or all of your accounts at its sole discretion, at any time, for any reason it deems appropriate such as, but not limited to, instances of inappropriate, offensive and/or abusive actions, behavior, or conduct, or when the Bank has reasonable grounds to believe that maintaining the account may expose it to financial, legal, reputational or other risk and damages. In the event of account closure by the Bank, we will notify you in writing, through email, or through other communication channels using your address or contact information on our records, within fifteen (15) days prior the account closure, and the Bank shall be entitled to hold any credit balance in the account in a non-interest-bearing suspense account pending your withdrawal.

The Bank is authorized to immediately close your account(s) without prior notice if: (a) the account is mishandled by the issuance of unfunded or insufficiently funded check(s); or (b) the account is involved in, or used for, or suspected to be used for any fraudulent, criminal, or unlawful activities; (c) handling/use of the account is not conducted in accordance with the account's terms and conditions or in a manner satisfactory to the Bank; (d) the deposit balance becomes zero (0) or negative, whether due to our collection of services charges/fees, your withdrawal(s), or any other reason, and no deposit or withdrawal is made for six(6) consecutive months (for OKS accounts only); (e) there was/were misrepresentation(s) made in the opening of accounts, or (f) if you are unable to provide the required due diligence documents or if the identity, business, information and/or documents provided by you is/are false, falsified, or unsatisfactory. If applicable, the Bank is also authorized to report such closure and the reason(s) for it therefore to the BAP, BSP, or to any central monitoring entity or body established by the BAP or BSP to keep record of and monitor mishandled deposit accounts. The Bank may send you notice after such closure.

The closure of the account by the Bank under the aforementioned circumstances shall not be considered a breach of these Terms and Conditions. To the maximum extent permitted by law, you hereby agree to hold the Bank free and harmless from any and all claims, liabilities, damages, causes of action, losses, taxes, expenses, fees, penalties, and any other similar consequences of any kind, in connection with or arising from the closing of the account, including the failure of scheduled transactions or other prior arrangements related to your account.

**SYSTEM AND CHANNEL AVAILABILITY / PERFORMANCE.** To the extent allowed by law, the Bank shall not be liable for service or system related failure/s to perform any obligation, or for any loss or damage that may be incurred by you or any third (3rd) party that are attributable to reasons beyond the Bank's control. Alternative Channels services are available for use seven (7) days a week, twenty-four (24) hours a day, except when the Bank is in off-line condition or when said services become unavailable during system downtime for maintenance, or computer, telecommunication, electrical, or network failure, or in cases of strikes, civil disturbances, natural disasters or calamities, fortuitous events, force majeure, and other unforeseen events or emergencies, and/or any other reasons beyond our control. In situations where any erroneous transaction occurs due to system-related errors as described above, the Bank reserves the right to reverse the effects of such transactions without prior notice to you.

**COMMUNICATION AND CHANGE IN CUSTOMER INFORMATION.** You are responsible for providing and maintaining an operational and available e-mail address, phone/mobile number, and/or mailing address and hereby authorize the Bank to send communications or notifications to you as necessary. The Bank will send such communications or notifications without contravening RA 1405, RA 6426, RA 8791, and RA 10173. You shall promptly notify the Bank in writing of any change in your contact or personal information by accomplishing the required Bank form(s).

The Bank shall not be liable to you for any undelivered communications or notifications, or any cost that you may incur due to your delayed receipt of, or inability to receive the Bank's communication or notification through these communication facilities.

**CUSTOMER COMPLAINT.** The Bank may receive customer complaint, inquiries or any concern about its products or services. Upon receipt, the Bank shall then conduct a comprehensive investigation in accordance with its established procedures on complaint handling and shall notify the customer of its findings or results of its investigation through its choice of communication. The findings of the Bank shall be final and conclusive. All complaint or concerns or inquiries will be evaluated or assessed thoroughly and resolution and feedback will be provided within the applicable timelines set by the Bank.

For inquiries and concerns, you may reach any of the following:

- Customer Contact Center 24/7 Hotline: (632) 888-55-888
- Lost ATM Card Hotline: (632) 8888-5559
- Domestic Toll Free: 1-800-1888-5888 (PLDT)
- Email: online@chinabank.ph
- Viber: +639178814263 (8:30AM – 5:30PM, Viber messages only)

The Bank is also regulated by the Bangko Sentral ng Pilipinas (BSP). Details of the BSP's Consumer Assistance Mechanism are provided in [www.bsp.gov.ph](http://www.bsp.gov.ph).

**POSTHUMOUS DISPOSITION.** In case of death of any Depositor, the co-Depositor(s) (if any) or legal heirs shall notify the Bank in writing of such fact and agree that the Bank shall not be bound by verbal or obituary notices. The credit balance on the deposit will be paid to the Depositor's co-Depositor/s and/or legal heirs or such persons legally entitled thereto upon compliance with the requirements of the Bank and the existing and applicable laws, rules and regulations, for purposes of, among others, ascertaining the identity and the right to claim of the heir(s) or its authorized representative. Should the co-Depositor/s and/or legal heirs fail to provide notice of death to the Bank, the Bank shall not be responsible or liable in any way for any claims, liabilities, and damages, causes of action, losses, taxes, expenses, fees, penalties, including attorney's fees and the like of whatever nature resulting or arising from such non-compliance.

**DEPOSIT INSURANCE.** You acknowledge that the following provisions pertaining to Deposit Insurance set forth in the PDIC Regulatory Issuance No. 2009-03 (Deposit Insurance Guidelines on Determination of Beneficial Ownership of Legitimate Deposits), other regulatory issuances of the PDIC, and The Charter of the PDIC, as amended, shall form part of the Terms and Conditions applicable to the Bank's deposit products and such other appropriate regulations issued by PDIC from time to time:

- Deposits are insured by PDIC up to Five Hundred Thousand Pesos (PHP 500,000.00) per Depositor.
- PDIC shall presume that the name(s) appearing on the deposit instrument is/are the actual/beneficial owner(s) of the deposit, except as provided herein. In case of transfers or break-up of deposits, PDIC shall recognize actual/beneficial ownership of transferees who are qualified relatives of the transferor. Qualified relatives are transferees within the second (2nd) degree of consanguinity or affinity of the transferor.
- In case of (a) deposits in the name of, or transfer or break-up of deposits in favor of, entities, either singly or jointly with individuals, and (b) transfers or break-up of deposits in favor of non-qualified relatives, whenever such transfers/break-up will result in increased deposit insurance coverage, PDIC shall recognize beneficial ownership of the entity or transferee provided that the deposit account records show the following: (i) details or information establishing the right and capacity or the relationship of the entity with the individual(s), or (ii) details or information establishing the validity or effectivity of the deposit transfer, or (iii) copy of Board Resolution, order of competent government body/agency, contract or similar document as required/provided by applicable laws. In the absence of any of the foregoing, PDIC shall deem the outstanding deposit as maintained for the benefit of the transferor although in the name of the transferee, subject to consolidation with the other deposits of the transferor.
- PDIC may require additional documents from the Depositor to ascertain the details of the deposit transfer or the right and capacity of the transferee or his relationship to the transferor.

**DISCLOSURE AND DATA PRIVACY CONSENT.** By signing herein, you consent/give consent to the collection, retention, processing, disclosure (as provided under applicable confidentiality and data privacy laws of the Philippines including all subsequent amendments or supplements thereto) of any personal, sensitive personal and privileged information relating to you, the Partnership/Corporation/Judicial Entity and its officers, directors and stockholders, whether provided by you or coming to our possession, and sharing of the said personal, sensitive personal and privileged information to us and our offices, branches, subsidiaries and affiliates (Chinabank Insurance Brokers, Inc., China Bank Securities Corporation, China Bank Capital Corporation, China Bank Savings, Inc., China Bank Properties and Computer Center, Inc., and Manulife-China Bank Life Assurance Corporation, among others), accredited third parties/vendors, or other persons or entities that we may reasonably select, personal information processors, credit reporting or credit reference agencies, credit protection provider, guarantee institutions, debt collection agencies, government agencies and private regulatory organizations and other financial institutions, and other outsourced service providers engaged by the Bank as allowed by law and internal Bank policies, for purposes reasonably required by the Bank such as, but not limited to, its conduct of everyday business (processing your transactions, maintenance of your account(s)), to enable you to avail of the Bank's products, provide our services to you, performance of daily technological and operational functions, communications technology services including updates and automation of the systems of CBC group and its affiliates, compliance with the law and regulatory organizations, research and statistics including conduct of surveys, marketing and cross-selling of products and services of the Bank, its subsidiaries and affiliates, client relationship management, sales lead generation, running credit and negative information checks, statistical and risk analysis, data analytics and client profiling and all other purposes as allowed in the banking industry practice, businesses of the Bank's subsidiaries and affiliates, and by law. You shall notify us in writing, which must be acknowledged by us, if you do not consent to the processing and disclosure of said information with our representative offices, subsidiaries, affiliates, agents and accredited third parties/vendors or other persons or entities that we may reasonably select. You further acknowledge your right to information, access, correction, rectification, erasure of your personal, sensitive personal and privileged information, data portability, objection to processing, file complaint and damages under the Data Privacy Act.

Relative to the above, you agree that the Bank may retain your personal, sensitive personal, privileged information and account information for as long as necessary for the fulfillment of the purpose for which it was collected and such other purposes that you may have consented to from time to time, or as required by pertinent laws and regulations, and provide information when required to do so in accordance with RA 1405, RA 6426, RA 8791, RA 9510, RA 9160, RA 10173, other applicable laws, by court order, and jurisprudence.

The Bank may outsource some of its processing activities and services to third party service providers and in doing so, your personal information may be shared with them. In such cases, the Bank conducts its due diligence in the selection of the third-party service providers, executes Data Sharing and Service Level Agreements, implements risk mitigation process, and periodically evaluates their performance.

You consent/give consent that some of the processing of services may be outsourced by the Bank to third party service providers and that your account information may be shared to them.

You agree that the Bank shall not be liable for any loss or damage arising from our disclosure of personal, sensitive personal, privileged information and account information for the above purposes.

You also confirm having read, understood and sought clarifications (if any), of which your queries have been satisfactorily responded to, on the Bank's Data Privacy Policy, which is available in the Bank's website at <https://www.chinabank.ph/china-bank-privacy-policy>.

Should you have any questions, complaints or concerns, you may reach the Bank's Data Protection Officer through [cbc.privacy@chinabank.ph](mailto:cbc.privacy@chinabank.ph)

**CUSTOMER'S RESPONSIBILITY AND BANK'S LIMIT ON LIABILITY.** You accept full responsibility for any and all transactions made whether OTC or through the use of the Bank's Alternative Channels and shall accept the Bank's record of transaction as conclusive and binding for all purposes. Instructions relating to your account with the Bank made through the use of your access information, which you are responsible for keeping secure, shall be deemed as valid, correct, complete, irrevocable, and binding on you, and as such the Bank may implement them at its absolute discretion.

You further agree that all transactions made whether OTC or through the Bank's Alternative Channels to operate joint accounts or corporate/partnership/association accounts shall be binding on the joint accountholders jointly and severally, or on the corporation/partnership/association, its board of directors/stockholders, partners, and authorized officers.

You accept full responsibility for the accuracy and completeness of the details of your instructions, such as, but not limited to, account information, amounts, check numbers, recipient or beneficiary account number, account numbers with third party payees, and any other information that you or your representative provide to us based on your instructions or files uploaded to the system.

The Bank shall not be responsible for checking the validity and correctness of the information included in your instructions. You shall communicate discrepancies noted by accomplishing the proper form or document as required by the Bank. In the event that you have provided any invalid or incorrect information or transaction details, including details with respect to accounts which you wish to be credited with payments and/or transfer funds to, you understand that the Bank shall bear no liability for any loss or damage which you may suffer as a result.

The Bank shall neither be liable for such instructions nor be obliged to investigate the authenticity or authority of the persons sending your instructions, nor verify the accuracy and completeness of your instructions. To the extent allowed by law, you further agree to waive any and all rights/remedies against the Bank in connection thereto.

You understand the corresponding risks entailed in using the Bank's Alternative Channels and you agree that your use of our alternative channels is at your own risk and you shall assume all risks, errors, omissions, and delays incidental to or arising out of their use.

To the extent allowed by law, you agree to hold the Bank, its subsidiaries and affiliates, as well as any of its directors, stockholders, employees, or representatives free and harmless from any and all actions, proceedings, claims, causes of action, liabilities, damages, losses, taxes, expenses, fees, penalties, attorney's fees, and the like, of whatever kind and nature which you may incur directly or indirectly for:

- the Bank's delay or failure in effecting or performing any of your instructions related to any and all transactions made, the Bank's delay or failure in performing its obligations under this arrangement, or your use of or inability to use the Bank's Alternative Channels, including its website, due to causes not attributable to it or beyond its control such as, but not limited to any mechanical defect or malfunction of computer hardware or software problems including bugs and viruses, disruption of communications or electrical facilities, equipment shutdown for repair or maintenance, or the occurrence of off-line conditions, or related incidental problems that may be attributed to a third party utility, telecommunications service, or information service provider, or in cases of riots, strikes, war, civil disturbances, natural disasters or calamities, fortuitous events, force majeure and other unforeseen events or emergencies;
- inaccurate or incorrect entries, omissions, discrepancies, and unauthorized transactions that you were unable to immediately report to the Bank;
- acting fraudulently or negligently, including failure to properly safeguard your access information and failure to report any unauthorized access, and consequently, for any unauthorized interception or use or misreading of data relating to you or to your account(s);
- the Bank's temporary holding of an amount equivalent to a disputed, fraudulent or unauthorized transaction and/or suspension of access to alternative channels associated to your account pending investigation; permanent debiting from your account if warranted by investigation;
- discontinuation or cancellation of your third-party accounts, subscriptions, or service coverage due to your fees remaining unpaid due to reasons beyond the Bank's control;
- your failure to verify or promptly report non-implementation of instructions submitted to the Bank;
- the Bank's compliance with a statute, order, judgment, or decree of a competent court, circulars and rules and regulations of the BSP, even if such statute, order, judgment, decree, circulars, and rules and regulations is subsequently reversed, modified, annulled, set aside, vacated, or declared unconstitutional;
- the Bank's reliance on account number matching to implement electronic payment transactions; or
- your violation of any provision hereof or any of its warranties herein.

You undertake and bind yourself to indemnify and/or reimburse the Bank, its subsidiaries and affiliates, as well as any of its directors, stockholders, employees, or representatives at all times for any and all claims, liabilities, causes of action, losses, taxes, fees, penalties, attorney's fees, payments, damages, expenses, and the like of whatever kind and nature which the Bank may at any time incur or be made liable for by

reason of the Bank's implementation of any of your transactions or instructions or your use of the Bank's Alternative Channels.

The Bank reserves the right to alter the scope and availability of its Alternative Channels and to modify, restrict, withdraw, cancel, disconnect, deactivate, suspend, refuse to execute any of your instructions, or discontinue any or all of these Alternative Channels or their services at any time without incurring any liability, without notice and without stating the reason therefor, to the maximum extent permitted by law.

**CANCELLATION, RETURN AND EXCHANGE POLICIES, AND ANY RELATED COST.** Your availment of the Bank's products and/or services is deemed effective upon our approval of your relationship with the Bank subject to the applicable Terms and Conditions. In case of cancellation of your relationship at any given time, you are required to execute a written notice of cancellation subject to proper receipt and execution of necessary actions on the part of the Bank.

However, the Bank may so decide to discontinue the said relationship with you, if the said relationship will be a threat to the Bank's security.

**COMPLIANCE WITH ANTI-MONEY LAUNDERING (AML), ANTI-FINANCIAL ACCOUNT SCAMMING (AFASA) AND OTHER LAWS.**

The Bank reserves the right to take any action in compliance with existing laws, regulations and directives/orders/decisions from regulatory agencies and the relevant courts in connection with the detection, investigation & prevention of money laundering, terrorist financing, proliferation of weapons of mass destructions and financial crimes such as acting as money mules, performing social engineering schemes and committing economic sabotage, which depending on the Bank's sole discretion is considered appropriate under the circumstances.

To this end, the Bank may require additional information and documents to ensure only legitimate transactions are coursed through the Bank and the person transacting is not included in the Bank's sanctions/watchlists. The Bank in its discretion and determination may delay, restrict or refuse the processing of any transaction, or hold/freeze the balance of the account and shall not be liable to you, your beneficiaries or third parties for any loss or damage resulting from such delay, restriction or account freeze until the Bank has been fully satisfied with its evaluation or investigation. Furthermore, the Bank reserves its right to close or freeze any account due to your misrepresentation, incomplete documents/information, mishandling, or if the handling of the account is conducted in a manner not satisfactory to the Bank or not compliant with existing laws, regulations and court orders.

If after it has identified, received information or complaint on a disputed transaction, and has reasonable grounds to believe that a transaction appears to be unusual, without clear economic purpose, is from unknown or illegal source, from an unlawful activity or is facilitated through social engineering, the Bank is authorized to hold the funds and report account details and other relevant information to the BSP, AMLC or any other entity established to monitor and investigate financial accounts that are disputed or involved in suspicious/prohibited acts.

**SEVERABILITY CLAUSE.** Should any of the Terms and Conditions herein be held invalid, the legality and enforceability of the remaining Terms and Conditions shall not in any way be affected or impaired.

**COST AND VENUE OF SUIT.** In case of litigation arising from your use/availment of our products, services, and Alternative Channels, wherein the court has rendered judgment in favor of the Bank, you shall pay the cost and expenses of litigation and attorney's fees equivalent to twenty-five percent (25%) of the amount involved which shall in no case be less than Ten Thousand Pesos (PHP 10,000.00).

Any legal action in connection herewith shall be filed in the proper court of Makati City, all other venues being expressly waived.

## SPECIFIC PROVISIONS FOR DEPOSIT PRODUCTS

The following provisions are specific to certain accounts and shall only be applicable to those accounts.

### A. CHINACHECK PLUS ACCOUNT

**WITHDRAWALS.** Withdrawals should be made through the issuance of a check or through ATM.

In compliance with BSP Circular Nos. 705 and 681, all inward checks with Stop Payment Order (SPO) or drawn against closed accounts or accounts without sufficient funds (DAIF – Drawn Against Insufficient Funds / DAUD – Drawn Against Uncollected Deposits) shall be returned in favor of the PCHC by 7:30 AM of the next day following the original date of presentation.

You must fund check(s) on the date of the check via either (1) over-the-counter deposit at China Bank Branches during banking hours or (2) electronic funds transfer before 7:00 PM.

A penalty, as mentioned in the Product Profiles and Service Fees/Charges, shall be charged to your account for each check drawn and returned due to insufficiency of funds or other similar reasons.

An additional penalty charge shall be assessed by the Bank for any returned check due to insufficiency of funds.

**CHECKS.** Checkbooks (containing Magnetic Ink Character Recognition (MICR) checks printed by entities accredited by the BAP Accreditation Board) are supplied by the Bank on request, subject to a fee.

All blank spaces on checks must be filled out to be eligible or acceptable. Checks with signatures not in accordance with specimen registered with the Bank shall be dishonored. Effective January 4, 2016, in compliance with CHOM No. 15-460.A, any erasure or alteration of the date of check, name of the payee, amount in words, amount in figures, drawer's signature(s) or drawer's signatory(ies), account name, account number, check number, MICR characters, regardless of any signature or initials that appear to indicate authorization of the alteration or erasure will not be honored; drawer must instead issue a new check.

Effective January 2015, in compliance with Memo Circular No. 2601, 2610 and 2636 issued by PCHC, checks must bear the drawer's account name. Account number printing on the name field in lieu of the account number is not allowed. However, checkbooks initially issued at account openings should bear the account number on the account name field.

**OVERDRAFTS AND OBLIGATIONS.** Overdrawing is not allowed. All checks you issue should be sufficiently funded prior to presentation by your payees. The Bank is not required to inform you should a check you issued be dishonored. An overdraft check drawn against your account shall be returned to the bank where your check was deposited, for pick-up by your payee. Aforementioned provisions on overdrafts and obligations in these Terms and Conditions shall still apply.

**STOP PAYMENT ORDERS (SPO).** No verbal request for SPO of checks shall be entertained by the Bank. The SPO becomes effective and valid only after we receive your duly accomplished SPO form (with correct information provided), and provided that the check has not been presented/negotiated. A service fee as determined by us shall be collected from you for the filing of the SPO request.

You must promptly report any pilferage by accomplishing the required Bank form, which must be duly acknowledged and confirmed by the Bank. Should any stolen check be negotiated prior to receipt and acknowledgment by the Bank of your stop payment order, despite our exercise of reasonable diligence in determining similarity of your signature(s) on the pilfered check as against the specimen on file, we shall be cleared from any claims resulting therefrom. The Bank's acceptance of a stop payment order does not constitute a representation by it that the item has not already been paid or that it has a reasonable opportunity to act on the request.

You shall notify us immediately in writing if checks covered by SPO are recovered or destroyed or if the said SPO should be cancelled. Such cancellation shall be effective from our receipt of your written request.

To the extent allowed by law, you shall hold the Bank free and harmless from any and all claims and liabilities and you undertake to reimburse/indemnify the Bank for all such costs, payments, damages and expenses which (1) the Bank may be made liable for or which it may incur or may have incurred by reason of its implementation of said SPO; (2) result on account of payment by the Bank before the date and time when the SPO was placed or if by reason of such payment, other checks drawn by you are returned due to insufficient funds; and (3) result from payment by the Bank effected over-the-counter under an offline environment even after the SPO was issued; and that you further undertake to notify the Bank promptly in writing of any change in the conditions which give rise to your request for SPO.

### B. TERM DEPOSIT ACCOUNTS

**WITHDRAWALS.** Withdrawals made must be accompanied by the passbook for Diamond Savings Accounts and by the CTD for Time Deposit products. Withdrawals made shall be subject to Bank charges governing Telegraphic Transfer, Demand Draft, Manager's Check, and such other charges/fees applicable at the time of withdrawal.

**MATURITY OF ACCOUNTS.** On maturity date, you shall have the following options: (a) rollover the principal and interest; (b) make an additional deposit; (c) withdraw the interest earned only, or a part of the principal only, or interest plus a part of the principal, provided the balance does not fall below the minimum balance requirement; (d) close the account or withdraw the deposit in full, inclusive of interest earned.

Any additional deposits or withdrawals must be accompanied by the passbook for Diamond Savings Accounts or the CTD for Time Deposit products. For Diamond Savings Accounts or Time Deposit Accounts with auto-rollover/auto-renewal arrangement, presentation of the passbook/CTD will not be necessary to effect rollover/renewal.

In case of non-withdrawal/non-rollover/non-renewal on the maturity date of the deposit (for accounts with no auto-rollover/auto-renewal arrangement), interest will be computed based on the prevailing interest rate for regular Peso or Foreign Currency Savings Accounts, unless otherwise stated in the specific product terms and conditions.

**PRE-TERMINATION.** Pre-termination of the account shall be defined as any change, withdrawal, or additional deposit made to the account prior to maturity date. In case of pre-termination, interest will be computed based on the prevailing interest rate for regular Peso or Foreign Currency Savings Accounts, unless otherwise stated in the specific product terms and conditions.

**For Peso Time Deposit Accounts and Diamond Savings Accounts,** interest and/or principal of matured/terminated/pre-terminated accounts shall be withdrawn in any of the following modes of payment:

1. Credit to customer's designated current account/savings account (CA/SA).
2. Manager's Checks (MC)

**DOCUMENTARY STAMPS TAX (DST).** DST, if applicable to these deposits, shall be charged to you. However, for Diamond Savings Accounts, the Bank will shoulder the DST provided that you do not pre-terminate the account. In such event, the entire cost of the DST shall be charged back to you. The Bank also shoulders the DST for Money LIFT provided that the account is maintained for more than a year. However, if the account is pre-terminated on or before its first (1<sup>st</sup>) year, the entire amount of DST paid by the Bank shall be collected from you.

### **C. YOUNG SAVERS ACCOUNTS**

**ACCOUNT CONVERSION.** Upon reaching the age of 18, the Young Savers Account will be converted to an ATM Savings Account ("Account"), and thereafter be subjected to all the terms and conditions governing such Account, including but not limited to the balance maintenance requirements, interest and fees or charges that are in effect upon conversion. The customer is required to visit his branch of account to apply for a new or replacement TellerCard.

Once the Young Savers Account is converted to an ATM Savings Account, the Bank reserves the right to close the converted Account for non-compliance by the customer of any and all terms and conditions governing the ATM Savings Account including but not limited to non-compliance to balance maintenance requirements, non-payment of fees or charges or non-submission of required customer and account related information and other documentary requirements.

For Young Savers Account under an In-Trust-For (ITF) arrangement, unless the parent or legal guardian closes the Young Savers Account under an ITF agreement and a new account is opened by the child who reached the age of 18, the Young Savers Account under an ITF arrangement will likewise be converted to an ATM Savings Account when the child reaches the age of 18. In which case, the account name under the ITF arrangement (i.e., the ITF primary account holder is the parent/legal guardian and the ITF beneficiary is the child) will remain unchanged, and all policies pertaining to the maintenance of ITF account will apply.

Young Savers Account is not allowed to be converted to an ATM Savings Account if the account is in dormant status even if the child reached the age of 18. The Customer is required to visit his branch of account to reactivate the dormant account.

## **ALTERNATIVE CHANNELS**

**ELIGIBILITY TO USE.** Your application or enrollment to use our Alternative Channels services (as well as any subsequent applications or enrollments), signifies your acceptance and agreement to be bound by the Terms and Conditions, their nature, present and future functionalities, operating features, and all the other services, facilities or benefits they offer now or in the future, and all existing or future laws, rules, regulations applicable to our Alternative Channels services, and to pay any applicable fees associated with their use.

Your enrollment may include your accounts, whether opened now or in the future, subject to our approval, and in case of joint accounts, your transactions involving such accounts shall be binding on all the joint accountholders, jointly and severally, and, in the case of accounts of corporations/partnerships/associations, shall be binding on the corporation/partnership/association, its board of directors, partners, authorized officers, stockholders, employees, agents or any person with related interests.

You understand that your submission of enrollment information to the Bank does not automatically qualify you to use the Alternative Channels.

The said enrollment is subject to your standing with us, your account status, your compliance to all Terms and Conditions governing China Bank's various products and accounts which remain in force, and our final approval which shall be effective upon your receipt of our confirmation. In case your application is declined for reasons including, but not limited to, inaccurate or incomplete enrollment information, wrong account number, inoperative e-mail address, unreadable preferred User ID, and other reasons, we are not obliged to inform or notify you about it. You understand that the Alternative Channels cannot be used for certain types of accounts; however, we will advise you from time to time as such accounts become eligible.

**PROPRIETARY INTEREST.** You recognize our ownership of the TellerCard/OKS ATM Card, TellerPhone, China Bank Online, and all the information, programs, applications (including any enhancements or modifications), collectively called "software", used in, or derived from our Alternative Channels services. For this reason, you agree not to decompile, disassemble, modify, copy, or reverse engineer the software or allow anyone else to do so, and you agree to use our alternative channels solely for their intended purpose and for your exclusive use.

TellerCard/OKS ATM Cards issued are liable to be cancelled and surrendered any time at the Bank's sole discretion without giving you prior notice or assigning any reason therefor. The TellerCard/OKS ATM Card is for your exclusive use and is not transferable.

You agree not to disclose to any other party any information relating to the use and operation of China Bank Online.

**ACCESS INFORMATION.** You acknowledge that you have sole access to your account(s) through the Bank's Alternative Channels. As such, you agree to prevent unauthorized access to your account(s) through the Bank's Alternative Channels by safeguarding your access information, which includes your TellerCard/OKS ATM Card Number, TellerCard/OKS ATM Card Personal Identification Number (PIN), TellerPhone Personal Identification Number (TPIN), User ID, Corporate ID, Corporate User IDs, designated passwords (login, secondary, transaction) and system generated one-time password (OTP) for your exclusive use by not letting anyone know of said access information, and by taking the necessary steps to prevent anyone from discovering them.

You agree to assume full responsibility for all transactions made in your account(s) through the use of your access information. You also agree that any instruction made in the Bank's Alternative Channels through the use of your access information shall be conclusively presumed to be done or authorized by you. Any such instruction shall be considered correct, complete, irrevocable, and binding upon you without need for the Bank to verify the authenticity of such instruction. You further agree and undertake to change your access information from time to time as you deem necessary. You agree to immediately change your access information by filling out the proper forms through your branch of account, performing online password resets, or calling Alternative Channels Division (ACD) or Customer Contact Center (CCC), should you feel that your access information have been compromised.

You agree that the Bank is entitled, at the Bank's sole discretion and without liability, to act in accordance with or based on the instructions and/or service requests received via the Bank's Alternative Channels that we reasonably believe to have emanated from you by the use of your access information. You agree that only the Bank's record of transactions maintained through its computer systems or otherwise shall be accepted by the Bank as conclusive and shall be binding on you and the Bank for all purposes.

**REQUEST FOR NEW ACCESS INFORMATION (PIN / TPIN / Password / User ID).** For requests made through the branch, ACD or CCC, the Bank reserves the right to verify your identity before approving your request for new access information, and to decline your request if you are unable to satisfactorily provide information that would properly identify you. You agree that in case your request for new access information in China Bank Online Personal has been approved by the Bank, you shall pick up your new access information at your branch of account. For new password requests made through China Bank Online, you shall receive your new password via registered e-mail upon entering the correct information that the system shall require. You are responsible for ensuring the security, accuracy and availability of your registered e-mail address. You shall hold the Bank free and harmless from any and all losses, claims, damages, liabilities, causes of actions and you undertake to reimburse/indemnify the Bank for all such costs, payments, damages and expenses which the Bank may be made liable for or which it may incur or may have incurred as a result of your non-receipt of your new password if your password mailer has been lost or misused or due to erroneous or invalid e-mail address you have provided the Bank.

**MONEY MULING ACTIVITIES AND SOCIAL ENGINEERING SCHEMES.** You understand that your account may be compromised through phishing/pharming that will enable unauthorized person(s) to withdraw money/transfer fund from your account using your unique ATM card number and unique ATM PIN which you will have provided through any of the following means:

- a. Response to an e-mail request for your account information via a spoof CBC or China Bank website.
- b. Use of e-mail or internet facility (other than the secured China Bank website) through which you provided your account information.
- c. Any other similar or analogous means.

You acknowledge that at account opening, you were informed about money muling activities and social engineering schemes by being advised to visit the China Bank Online website where security advisories about money muling activities and social engineering schemes are available.

You undertake to cooperate, through all reasonable means, with our efforts to prevent money muling activities and social engineering schemes, and accordingly, you shall exert all means to prevent the disclosure of your ATM Card information, Account information and unique ATM PIN to any other person. You agree to notify the Bank immediately of any unauthorized use of your applicable username, password or account, or any other breach of security, including suspected or actual account money muling activities and social engineering schemes incidents. However, you may be held liable for losses incurred by the Bank due to someone else using your applicable username, password or account. The Bank will not be liable for any loss or damage arising from your failure to comply with these obligations.

**INDEPENDENT INTERNET SERVICE PROVIDER / COMPUTER TERMINAL.** You understand that any access to China Bank Online will be effected through the relevant internet service provider or network provider in the country from where such service is accessed, and to this extent such access will also be

subject to and governed by the relevant laws and regulations of that country and any Terms and Conditions prescribed by such relevant internet service provider or network provider in separate agreements with you. You shall be responsible for all telephone charges and charges by any internet service provider incurred in connection with the use of China Bank Online. You represent to the best knowledge that the customer terminal and any other computer system through which access may be effected by any use of the Card Number and ATM PIN or Cash Advance PIN, or your China Bank Online Username, Password and Security Questions/Responses, or your One-Time Password (OTP) are free from any electronic, mechanical and data failure/corruption, computer viruses and bugs. You agree that neither we, nor any of our officers and employees or any branch, affiliate or subsidiary of the Bank is responsible for any electronic, mechanical and data failure/corruption, computer viruses and bugs or related problems that may be attributable to the services provided by any relevant internet service provider or network provider.

**SMS AND E-MAIL ALERTS.** You hereby agree that the Bank may send or communicate with you through text messages (SMS) through your SMS-enabled cellular phone and your e-mail address that are duly registered with the Bank for specific prompts, reminders and notices from time to time concerning matters relating to your accounts with the Bank. You hereby acknowledge and accept that each SMS and/or registered e-mail may be sent to you without being encrypted and may include your name and information pertaining to your account(s). It is your responsibility to ensure the security of your cellular phone as well as your personal e-mail address. You hereby hold the Bank, its subsidiaries and affiliates, as well as any of its officers, directors and employees free and harmless against any and all losses, claims, damages, penalties, liabilities, causes of actions and costs of any kind, including, but not limited to those relating to secrecy laws or regulations (if any), should any SMS and/or E-mail Alerts be viewed or accessed by persons other than you arising from your failure to comply with these obligations. You hereby agree that the Bank does not guarantee the delivery or accuracy of any SMS and/or E-mail Alert which are purely for convenience, information and notification purposes only. You shall be fully responsible to monitor the due performance and compliance of your obligations.

**ACCOUNT INQUIRY.** You may inquire your account balance through the use of Alternative Channels. For China Bank Online, the account balance information may indicate the balance as of the date indicated on screen or as of the last upload preceding the date indicated on screen, and the account statement shall reflect transactions posted as of last batch processing time as determined by the Bank.

**BILLS PAYMENTS.** Only cleared and withdrawable balances of your enrolled/nominated account(s) shall be considered and shall be available for payments subject to limits that may be set by the Bank. In case of insufficient funds in your account and/or violation of limits, the Bank will automatically cancel your payment request. For transactions involving crediting of a deposit account or paying a bill, the Bank shall determine the account to be credited based solely on the account number, or payee code you entered or selected.

In accepting and processing bills/merchandise/service payments, the Bank hereby acts as a conduit for you and the payee institution/merchant and shall, therefore, not be answerable for discrepancies committed by you or the payee, nor shall the Bank be held liable for any action which may arise between you and the payee. Any discrepancy between the billing amount and the paid amount shall not involve the Bank. Instead, the same shall be resolved between you and the payee-company(ies). The Bank is authorized to disclose to any of the payee-company(ies) any matter pertaining to your account(s) as may be necessary for the operation of any bills payment arrangement.

Payment procedures/stipulations imposed by your payee-company(ies) not inconsistent herewith or with any of the Terms and Conditions hereof or any related documents or instruments executed by you and the Bank shall be incorporated herein and made part of this Terms and Conditions by reference. The Bank shall not be liable for any adverse actions/consequences instituted by any of your payee-company(ies) for payments made on overdue or past due accounts and on erroneous amounts, account numbers or payee code including penalty charges, service disconnection, termination of contract, lapse of policy, and/or the like. You assume the risk that the bills payment arrangement between the Bank and its affiliated payee-company(ies) may be cancelled at any time by either party. As such, you obligate to update and inform yourself through your biller in case of cancellation of such arrangement. You hereby agree to bind yourself and undertake to indemnify and hold the Bank free and harmless from any and all losses, claims, damages, liabilities, causes of action, fees, expenses, and the like for adverse actions by any of your payee-company(ies) as a result of such cancellation.

- Alternative Channels. You hereby authorize the Bank to debit your account without prior notice for the amount of payment involving: (a) the use of the TellerCard/OKS ATM Card for merchandise purchased from/services rendered by BancNet accredited merchants or institutions, and (b) the use of the Alternative Channels system for payment of billings of accredited institutions.

- China Bank Online. Cancellation of the Scheduled Bills Payment should be done through China Bank Online at least one (1) banking day before the scheduled date taking into account the transaction cut-off time.

**LOAN INQUIRY AND PAYMENT.** You may inquire into and pay interest and/or principal applicable to your loan account(s) maintained with the Bank through the Bank's Alternative Channels upon approval by the Bank of the enrollment of your loan account(s).

Application for payments of loan accounts shall be accepted only for non-past due loans and shall be subject to Bank verification. Actual loan payments shall be subject to existing and future cut-off times set by the Bank for loan processing and inquiry.

You hereby authorize the Bank to debit your deposit account for the amount of the loan payment. This arrangement shall be automatically stopped upon termination of the Alternative Channels services. This arrangement shall be governed by all policies of the Bank relating to loans and all applicable policies of the Bank relating to Alternative Channels, checking and/or savings accounts, and all applicable regulations of the BSP/BAP.

The Bank and/or any of its directors, stockholders, employees, or representatives shall not be held liable for non-acceptance of payment for loans that are not current in status, and/or payment made after due dates. Your failure to effect payment under the arrangement for any reason shall not be an excuse or defense for non-payment of the amount due under the loan accounts on the due dates.

**BANK'S RECORD.** You understand and agree that in case if discrepancy between the information displayed and/or generated from Alternative Channels and the Bank's record, the latter shall prevail.

**CHECKBOOK REORDER.** You may request checkbook(s) for deposit accounts linked to your TellerCard or your China Bank Online Account through the use of Alternative Channels. You hereby authorize the Bank to debit your deposit account for the amount of the checkbook(s) requested. You understand that the checkbook(s) you order through use of Alternative Channels shall be for pick-up at your branch of account one (1) month from date of your order.

The Bank reserves the right to reject checkbook reorder(s) for deposit accounts whose status is disqualified for checkbook issuance, or for any other reason as may be determined by the Bank.

**PREPAID CARD PURCHASE.** Prepaid Card Purchase through the use of the Bank's Alternative Channels shall be limited to the purchase of a prepaid PIN via debit from your enrolled account and the onscreen presentation of such PIN, depending on availability of PIN stock, and shall not require the delivery to you of any physical prepaid card or document bearing the PIN, or the automatic crediting of prepaid load or credits to a mobile phone or internet account.

**TERMINATION.** Your use of the Alternative Channels, and their related services shall take effect upon our approval of your enrollment and shall be subject to their availability and your compliance to the Terms and Conditions, sufficient available funds, limits regardless of sufficiency of balance of your account(s), service charges or fees, turnaround time, and existing and future cut-off time(s) that may be set by the Bank on you as user, on your account(s) or its/their status and qualification(s) for such transactions, and/or on the specific channel you use and the availability of our partner companies' products and services, until we receive from you a written notice of its termination or cancellation or if we decide, without need of prior notice to you, to de-list you, terminate our services whether temporarily or permanently for any reason including your improper handling of your account(s)/TellerCard/OKS ATM Card/access information, or the balance of your linked account(s) drop(s) to zero or your linked account(s) is/are closed or become(s) dormant, garnished, escheated or whatever reason, or if you fail to comply with our policies and standard operating procedures relating to your account(s), if you fail to show activity in your account, or if we deem that your continued access of our alternative channels may adversely affect our system's credibility/security.

## **SPECIFIC PROVISIONS FOR ALTERNATIVE CHANNELS**

### **A. ATM/TELLERCARD/OKS ATM CARD/TELLERPHONE**

**DEPOSITS.** Cash and/or check(s) may be deposited with the Bank through the use of the TellerCard/OKS ATM Card only at certain ATMs installed by the Bank in accordance with the following conditions:

- a. Cash deposits shall be credited to your account only after verification by the Bank (such verification may not take place on the date of the deposit transaction). Before the deposit is credited to your account as aforementioned, you cannot withdraw or utilize the same. The amount verified by the Bank shall be conclusively and irrefutably deemed to be the correct amount deposited.
- b. Checks deposited are accepted for collection only and the proceeds thereof will not be available for drawing until after the checks have been duly cleared.
- c. Cash or check deposits made after cut-off or on Saturdays, Sundays, and non-banking days will be considered transactions of the following banking day.
- d. The transaction record electronically generated at the time the deposit transaction is made represents only what has been purportedly deposited by you, and the Bank shall not be responsible for the correctness thereof until after verification.
- e. The accountholder will be advised of any discrepancies noted on the deposit transactions.

**WITHDRAWALS.** The Bank shall impose a limit to the amount that can be withdrawn from the ATM regardless of sufficiency of balance of your account(s). You agree that while the checks deposited to your account(s) (inward clearing) are being posted by the Bank, the Bank may hold the total amount of the checks (inward clearing) against the current balance in your accounts. The Bank may withhold availability of deposit balances to the extent of the total amount of the checks (inward clearing) until all have been subject to final payment in cash or solvent credit.

**FUND TRANSFERS.** You may transfer funds from your deposit account(s) linked to your TellerCard/OKS ATM Card to another deposit account whether such deposit account is linked to the TellerCard/OKS ATM Card or not, or whether such deposit account is maintained with the Bank or other banks, through the use of the ATM. Fund Transfers made through the use of TellerPhone may only be made to accounts maintained with China Bank.

The Bank shall determine the deposit account where funds shall be transferred based solely on the account number entered by you.

Transfer of funds through the ATM/TellerPhone shall be made by you within the Bank's cut-off time. Transfer of funds after the Bank's cut-off time shall be considered a transaction of the next banking day. Any transfer of funds made through the ATM/TellerPhone shall be deemed final once the system has successfully executed the instruction/transaction. Fund transfers involving accounts with insufficient funds will be rejected by the system.

**PAYMENTS TO GOVERNMENT VIA BANCNET ONLINE.** You may perform online payments to selected government agencies via BancNet Tax Payment Gateway and/or eGov platform. By remitting payment due to selected government agencies, you confirm that you have read and fully understood, agreed to and accepted the Terms and Conditions of the Bank and BancNet and unconditionally bind yourself to these Terms and Conditions. In the event of any dispute or discrepancy between your records and the records of the Bank or BancNet, the records of BancNet shall prevail subject to concurrence by the Bank. The transaction shall be governed by the applicable Terms and Conditions of each government agency, provisions of Republic Act No. 8792 (E-commerce Act) and such regulation(s)/change(s)/amendment(s) of the Bank, BSP, BAP, and other government regulatory agencies and central monitoring bodies or entities, and applicable laws, and you hereby agree to be governed by these regulation(s)/change(s)/amendment(s).

**LOST / STOLEN CARDS LOST / STOLEN CARDS.** In the event of loss or theft of the TellerCard/OKS ATM Card, you must report the loss and request the suspension of the TellerCard/OKS ATM Card account by doing any of the following: (a) call the Bank's Hotline: (632) 888-55-888; (b) visit the branch; (c) use the TellerPhone (TPIN required); (d) use China Bank Mobile Banking Application.

You are also required to accomplish and submit the prescribed Bank form and an Affidavit of Loss to the Bank on the following banking day after reporting the loss of the TellerCard/OKS ATM Card. Prior to the receipt of the prescribed Bank form and Affidavit of Loss by the Bank, all transactions generated by the use of the TellerCard/OKS ATM Card shall be conclusively binding on you. A replacement TellerCard/OKS ATM Card may be issued for a fee charged by the Bank. When the TellerCard/OKS ATM Card is reported lost and no required forms/documents are submitted to the Bank, the ATM account/OKS TellerCard shall be closed by the Bank after ninety (90) days from the date the TellerCard/OKS ATM Card was tagged as lost.

**RETENTION OF CARD.** The Bank shall cause the retention of the TellerCard/OKS ATM Card by the machine for any of the following reasons: (a) When the Bank has terminated this ATM service agreement with you; (b) When the TellerCard/OKS ATM Card has been reported lost or stolen; (c) When the TellerCard/OKS ATM Card is damaged. Captured TellerCard/OKS ATM Cards shall no longer be returned to you for events (a) to (c), but may be returned to you in the event of ATM malfunction or system failure. Captured TellerCard/OKS ATM Cards may be claimed at your branch of account or the branch that maintains the ATM.

**REPLACEMENT OF CARD.** Replacement TellerCard/OKS ATM Cards may be issued subject to the request of the customer for any of the following reasons: (a) TellerCard/OKS ATM Card reported lost or stolen; (b) tampered/mutilated TellerCard/OKS ATM Card; (c) change of name (due to change in civil status or other reasons). The Bank reserves the right to initiate such replacement of TellerCard/OKS ATM Card if the same is found to be defective. You authorize the Bank to charge you the card processing fee for every replacement of the TellerCard/OKS ATM Card, whether or not initiated by the Bank.

## **B. CHINA BANK ONLINE**

**FINANCIAL TRANSACTIONS.** Only cleared and withdrawable balances of your enrolled/nominated accounts shall be considered for financial transactions subject to limits set by the Bank. In case of insufficient funds in your account and/or violation of limits, your transaction request will automatically be cancelled and the Bank will not be required to make any further attempt to perform the transaction. The Bank shall have no obligation or liability if the transaction is not completed due to insufficiency of funds in your account or violation of limits, or if the transaction is authorized by you beyond the cut-off time of the Bank or other banks, especially if the transaction is intended to fund a check and the check is subsequently returned as a result, or for other reasons. In all cases, the Bank shall not be responsible for making alternate arrangements for the funding.

In the case of multiple transactions coming from one (1) account and the account has only enough balance to make some but not all transactions, the Bank may determine, at its sole discretion, which of your transaction requests to complete. You hold the Bank free and harmless from any and all claims and liabilities arising from the exercise of this discretion. In case of fund transfers from foreign currency deposit account(s) to Peso deposit account(s) for sale of foreign currency, you hereby agree to the prevailing buying rate of the Bank at the time of the transaction. Provided further, that if any tax and/or other charges are assessed or levied on the transaction, the same shall be for your account.

Cancellation of scheduled transactions should be done through China Bank Online at least one (1) banking day before the scheduled date taking into account the transaction cut-off time.

**SETTING UP A REGISTER OF PAYEEES.** You can set up your own personal register, schedule, or list, of third party payees/billers unto whom you shall make payments and/or transfer funds to. Where applicable, you will also include the specific account held by the third party payee(s) whose account(s) you want credited. You understand that the Bank cannot verify or validate account information, account numbers, account names, reference numbers, and all other similar information with third party payees. In the event that any incorrect information is provided with respect to accounts which you wish to be credited with payments and/or transfer funds to, you understand that the Bank shall bear no liability for any loss or damage which you may suffer as a result.

**USE OF ELECTRONIC MAIL.** You agree that the Bank may opt to respond to you by your registered e-mail and/or send notification via SMS to a mobile number duly registered with the Bank, with regard to matters relating to your enrolled accounts, your China Bank Online account, the Bank's products and services, or the services covered herein. You agree not to use this e-mail facility for any other purpose.

You agree not to rely on electronic mail (or "e-mail") if you must report unauthorized transactions done using your enrolled accounts, or if you need to stop a scheduled funds transfer or issue a stop payment order for one or more checks, or if you need to notify the Bank immediately of any urgent concern needing/requiring immediate attention related to your enrolled accounts. Instead, you must promptly report any unauthorized transaction by calling the Bank's Customer Care Hotline or by visiting your branch of account and accomplishing the required Bank form.

## **B1. SPECIFIC FOR CHINA BANK ONLINE (RETAIL)**

**MOBILE BANKING.** Where available, enrollment to Mobile Banking requires you to enroll your mobile phone number and obtain a valid Mobile Banking PIN separate from the Internet Banking password, subject to the same conditions stated in this Terms and Conditions where applicable. The Mobile Banking PIN can only be used with the matching mobile phone number. Transactions performed in Mobile Banking through the use of your Mobile Banking PIN shall be presumed to be done or authorized by you. These transactions shall be presumed to be correct, complete, irrevocable, and binding upon you, without need for the Bank to verify the authenticity of such instruction.

You are agreeing to view electronically through the Chinabank Mobile Banking App all of the documents and disclosures that are displayed through the Chinabank Mobile Banking App. Use or access to the Chinabank Mobile Banking App is free of charge. However, you are solely responsible to your wireless service provider for any fees or charges for transmission/receipt of messages and other communications or data usage performed using your mobile device on the wireless service provider network.

You acknowledge that there are security, reliability, data corruption, transmission error, accessibility, availability and related risks associated with use of the mobile technology. To the extent allowed by law, you therefore agree that the Bank is not responsible for any unauthorized access, systems outages, delays, disruptions in telecommunications services and the internet, errors, data loss, data corruption, inability to use the Chinabank Mobile Banking App or other problems beyond the Bank's control that may arise in connection with Your use of the Mobile Banking Facility. The Bank makes no representation or warranty that you will be able to access your Account or the services through the Mobile Banking Facility when you want.

The Bank may, from time to time, introduce new features to the Chinabank Mobile Banking App or modify or delete existing features at its sole discretion. By using any new or modified features when they become available, you agree to be bound by the terms and conditions concerning these features. The Bank and its licensors reserve the right to change, supplement, suspend, limit, remove, disable features, as may be notified if required.

Your use of any Mobile Banking to access your account and the services available through the facility is subject to this General Terms and Conditions and the Mobile Terms as stated in Chinabank official website and Chinabank Mobile Banking App. In the event of a conflict between the General Terms and Conditions and the Mobile Terms, the Mobile Terms shall prevail.

The Bank's collection, use, processing and disclosure of information gathered in connection with your use of the Mobile Banking facility is subject to the Bank's Data Privacy Policy. Please see the Bank's Privacy Notices in its official website for a comprehensive explanation of how it collects, uses and shares personal, sensitive personal and privileged information and what you can do to limit the use and sharing of your information.

Every time the location services is enabled, You consent to the use by the Chinabank Mobile Banking App of location and mapping data reported by Your mobile device to provide You with location-based services. If you allow push notifications through your mobile device, you agree to receive information, including alerts, sounds and icon badges from the Chinabank Mobile Banking App to Your mobile device.

You consent to receiving autodialed and prerecorded calls and text messages from the Bank, or those acting on its behalf, at any mobile telephone number associated with the device that you use for the Chinabank Mobile Banking App.

The Bank may terminate or suspend your access to the Chinabank Mobile Banking App at any time in accordance with the Termination (Alternative Channels) clause. You may terminate your use of any Mobile Banking facility at any time by visiting any CBC branch where you maintain your account.

You must not copy, reproduce, alter, modify or adopt all or any part of the Chinabank Mobile Banking App or any Mobile Banking facility nor carry out reverse engineering and remove or tamper with any copyright notice attached to or contained within the said facilities. All ownership in the Chinabank Mobile Banking App and any Mobile Banking facility remain with the Bank.

## **B2. SPECIFIC FOR CHINA BANK ONLINE (CORPORATE)**

**UPLOAD.** You shall ensure that the data files you shall send to the Bank via China Bank Online Corporate Upload Module are correct and in the Bank's prescribed format and specification provided by the Bank for each product availed of. If the data files uploaded are in the incorrect format/specification or any account in a file is invalid as determined solely by the Bank, you understand that the Bank is not responsible for the consequences of not being able to upload or process such files. You may appoint as many authorized users as you wish to access the module on your behalf. Access of such module by these authorized users shall be determined by the access levels you assign for each authorized user. The data files shall be uploaded and duly authorized by you and each user who has been authorized to do so.

By submitting the data file to the Bank, you are authorizing us to make the transactions according to your instructions in the data file.

For the data files which shall require the debiting of your accounts, you shall ensure that you have cleared funds available in the Nominated Debit Account(s) to meet your instructions, or have an approved processing limit which will allow the Bank to debit your account(s).

All transactions in the data file will be made on the date you nominate provided the instructions shall meet the prescribed cut-off times. Instructions made after the prescribed cut-off times shall be processed on the next scheduled processing date and time. If you nominate a date in the future, the Bank will process the data file on that date or on the next banking day if that date is a non-banking day. If you upload a data file in error or there is an error in one or more instructions, values or parameters within the file, the Bank shall not be held liable for any losses you may incur as a result of these actions. All uploaded data files will be subject to transaction fees as mutually agreed upon in writing by you and the Bank.

**REQUEST FOR PASSWORD RESET / USER ID RECOVERY / PASSWORD UNLOCK.** Request for password reset, recovery of User ID and password unlock can be made through China Bank Online Corporate. You shall receive your primary password, secondary password or recovered User ID through your registered e-mail address, provided that the personal information you have entered/supplied matches the same information you have indicated on the Enrollment Form and/or on the online Registration Form. Unlocking of your password will be processed within twenty-four (24) hours from receipt of your request.

**ONLINE REQUEST FOR ENROLLMENT OF ADDITIONAL ACCOUNTS.** For any additional enrollment of account made through China Bank Online Corporate, you understand that your nominated China Bank checking and savings account (CASA) does not automatically qualify the enrollment of the accounts(s), and is subject to the eligibility of the account(s) and Bank's approval. You understand that your request for enrollment of additional accounts through China Bank Online Corporate is subject to the Bank's review and approval.

**TRANSACTION HISTORY.** You understand and accept that China Bank Online Corporate can only display transactions for the last ninety (90) days starting from the date of inquiry. Image of check you have issued against your enrolled account will be available for thirty (30) days from the date the check was presented for clearing. The Bank has the authority to change the retention period without the need for prior written advice or notification to you.

**SYSTEM ADMINISTRATOR.** You understand and agree that the Bank is not liable for any actions performed by your designated System Administrator via China Bank Online Corporate.

## **LIQUIDITY MANAGEMENT**

Sweeping

- You understand that the credits and debits pertaining to the rules shall be processed based on the existing and future cut-off times set by the Bank.
- You understand that the sweep set-up instruction(s) you have created will take effect after the Bank has reviewed and approved the sweeping instructions in the system.
- You understand that only cleared funds/balances from each of the source account or depository account shall be transferred to your receipt accounts based on the rules you have set up and approved by the Bank.

**BUY FOREIGN CURRENCY.** You understand and agree that in enrolling and using this facility:

- You are merely setting an appointment to the branch where your chosen debit account is maintained. Your Branch of Account will receive your request upon approval of your enrolled approver(s). The transaction will be processed once you have visited the branch on the schedule you have defined and present all the necessary documents required by BSP.
- The exchange rate and converted amount displayed in China Bank Online are indicative only and are subject to change without prior notice. The exchange rate to be applied will be the rate at the date and time of actual purchase.
- The Bank is entitled to refuse or reject your request/instruction at any time and for whatever reason without incurring any liability for any losses you may incur as a result of this action.
- You certify that no double purchase of foreign exchange has been made on spot basis and/or via derivatives contracts covering the same underlying transaction.
- You certify that the foreign currency purchased shall be used for the declared purpose and funds credited to the purchaser's FCDU account shall eventually be remitted to the intended beneficiary, on or before due date.
- You certify that as a foreign currency purchaser, you will disclose to the remitting bank the intended purpose of remittance.
- You certify that the foreign currency purchased shall not be made to circumvent regulations on foreign exchange transactions.
- You certify that all applicable laws, rules and regulations covering the declared foreign exchange transactions are complied with/shall be complied with.
- You certify that all pertinent documents shall be made available upon request by the BSP for post-verification.
- You certify that the foreign currency purchases for trade purposes have not exceeded the daily threshold limit set forth by BSP; otherwise, we shall ask for additional forms/supporting documents as may be required by the Bank or BSP. You acknowledge that failure to execute and submit such forms and documents may compel the Bank to refuse at its discretion any or all future transactions and/or close your account.
- You certify that the eventual remittance (to the intended non-resident beneficiary's account) of foreign currency purchases credited to the FCDU account should have the same remittance purpose as indicated in Corporate Online Banking.
- All Philippine taxes for the following have been or will be paid in accordance with the period described under tax rules and regulations and you shall, upon request of the Bank, provide proof of payment of these taxes:
  - Purchase of foreign currency;
  - Remittance of foreign currency, and
  - The underlying foreign exchange transaction.
- You hold yourself fully and unconditionally responsible and agree to reimburse the Bank on demand the proceeds of purchase of foreign currency notes in cases of error or irregularity.
- You will abide by the Terms and Conditions set forth by the Bank and declare in writing the source and purpose of the transport of foreign currency or monetary instrument in excess of USD 10,000 or its equivalent.
- The approval made on the buy foreign currency transaction you have initiated and approved serves as the Bank's authority to debit the selected deposit account number you have selected. In case of joint accounts, you declare under penalties of perjury that your co-Depositor(s) is/are still living.

**SELL FOREIGN CURRENCY.** You understand and agree that in enrolling and using this facility:

- The rate of exchange to be applied is the rate at the time the transaction has been fully approved by the Bank. In the event that any incorrect information is provided with respect to the Peso account which you wish to be credited with the converted amount, you understand that the Bank shall bear no liability for any loss or damage which you may suffer as a result thereof.
- You hold yourself fully and unconditionally responsible and agree to reimburse the Bank on demand the proceeds of sale of foreign currency notes in cases of error or irregularity.
- The Bank is entitled to refuse or reject any instruction at any time and for whatever reason without incurring any liability for any losses you may incur as a result of this action

**BANK CERTIFICATION REQUEST.** You understand and agree that in enrolling and using this facility:

- You are merely filing an online request for the Bank to issue a Bank Certificate.
- The Bank Certificate will be issued by your Branch of Account, and will be made available for your pick up two (2) banking days from the date the Bank received your request.
- The amount that will be indicated on the Bank Certificate will be the balance on your account one (1) banking day prior to receipt of your request.
- The Bank may automatically debit the corresponding service charge from your account once you have approved your request online.
- You acknowledge that the Bank shall require submission of your identification documents to verify your identity as the account holder upon pick-up of the Bank Certificate, and your representative should present a notarized Special Power of Attorney duly executed by you.