



GENERAL TERMS AND CONDITIONS - DEPOSITS

- A. **OPENING OF ACCOUNT.** Any person at least seven (7) years of age and not suffering from any legal impediment other than minority may open a personal savings account with the Bank. Parents and guardians may open an account for their children or ward, as the case may be, subject to the conditions set forth in the Terms and Conditions Governing Deposit Accounts signed by them during account opening. A Deposit account may be opened by an individual, singly or by two (2) or more persons jointly, who is /are free from any legal impediment subject to the Bank's account requirements. The account may also be opened by a juridical entity in the name of a corporation, partnership, associations and other juridical entities provided all documents/requirements are submitted and complied with. The initial deposit, minimum balance requirement to operate the account and to earn interest shall be set by the Bank.
- B. **DEPOSIT PASSBOOK/CERTIFICATE.** Upon opening of a deposit account, the Bank will furnish the Depositor a deposit passbook/certificate in which all deposits and withdrawals made by the Depositor will be entered by the Bank. A Depositor must, under no circumstances, write anything on the passbook/certificate as the Bank will not be responsible for any sum not properly recorded and acknowledged thereon. No entries other than those effected by the Bank itself shall be recorded in the passbook/certificate. In the event of any discrepancy between the entries in the passbook/certificate and those appearing in the records of the Bank, the latter shall prevail. Any payment(s) made in good faith by the Bank upon presentation of the said passbook/certificate together with the authorization letter and after verification shall be deemed valid. The Depositor shall promptly notify the bank by submitting a notarized Affidavit of Loss immediately upon knowledge that the passbook/certificate has been lost, stolen or otherwise wrongfully comes unto the hands of a third person who is not legally authorized to possess the same. This shall be valid ground for the Bank to refuse payment despite presentation of the passbook/certificate and shall discharge the Bank from any liability for refusing to pay the same. In case of change in the marital status, postal address etc. the depositor should properly notify the Bank in writing of such change and shall take effect only upon submission of necessary requirements for the update or rectification. Further, in any such cases, the Bank may, at its discretion, cause a new passbook/certificate to be issued to such depositor under such circumstances as the Bank may deem necessary.
- C. **DEPOSIT TRANSACTIONS.** All deposits must be made by the Depositor personally or by his representative by accurately filling out a deposit slip and presenting it, together with the passbook/certificate to the Bank. If the Depositor is unable to write for some reason, he must have the form filled-out by any person other than an employee of the Bank. The Bank shall not be liable for losses caused by any and all inaccuracies in filling out the deposit slip. Deposits may be made in the form of cash or check. Check deposits received after the clearing cut-off time are considered transactions of the following banking day. Second endorsed checks, post-dated, stale checks and checks with erasures/alterations are not acceptable for deposit. There is an exception, however, for second endorsed checks, which can be accepted as long as they are accompanied by an approved second-endorsed check deposit facility agreement. For this purpose, the Bank will limit the acceptance of second-endorsed check only from properly identified customers and only after establishing that the nature of the business of the customer, or at least makes practical, the deposit of second-endorsed check. As the owner of the account, the client shall ensure the validity, correctness and genuineness of all endorsements appearing on all checks or items to be deposited to his account. In receiving checks and other items for deposit, the Bank obligates itself only as the depositor's collecting agent, assuming no responsibility beyond carefulness in selecting correspondents, and is liable only when actual payment shall have come into its possession. The Bank reserves the right to debit the depositor's account for any amount previously credited if uncollected. The Bank reserves the right to refuse acceptance of deposit if it resolves that acceptance of deposits would expose itself into any risks. The Bank shall not be responsible for resulting entries based on erroneous or illegible account numbers on the deposit slip/envelope. All deposits shall be governed by the Present and future rules and regulations of the Bangko Sentral ng Pilipinas (BSP), Philippine Clearing House Corporation (PCHC), Philippine Deposit Insurance Corporation (PDIC), the Anti-Money Laundering Act (AMLA) the Bureau of Internal Revenue (BIR) and the applicable laws of the Philippines, as may be amended from time to time.
- D. **WITHDRAWAL TRANSACTIONS.** All withdrawals must be made by the Depositor personally by properly filling out a withdrawal slip and presenting it together with the passbook to the Bank. Withdrawals by a person other than the Depositor himself may be allowed only upon the Depositor's written authorization, accompanied by at least one (1) valid identification card of the person authorized which shall be verified by the Bank. The Bank will only recognize signatures present on the signature cards that are on record. However, specific circumstances may allow for withdrawal transactions even if the account holder's signature is unavailable. Such instances encompass situations where the account holder is incapable of signing due to factors like incapacitation (including, but not confined to, individuals receiving SSS pensions or those under legal restraint). In such cases, the transactions necessitate a properly endorsed and legally attested Special Power of Attorney (SPA). No withdrawal of any amount in excess of the cleared outstanding balances of an account as shown in the bank records shall be allowed. No withdrawal is permitted without the presentation of the passbook. The Bank reserves the right to require advance notice before any considerable amount of withdrawal is made.
- E. **AVERAGE DAILY BALANCE REQUIREMENT.** The Depositor agrees that the Deposit Account shall maintain an Average Daily Balance (ADB) set by the Bank which may vary depending on the types of products/services availed. A maintenance fee will be charged should the account fail to meet the average daily balance requirements set by the Bank for two (2) consecutive months. If not maintained and becomes zero, the bank will close the account even without prior notice. The Bank reserves the right to change the average daily balance requirement and the corresponding charge therein. In case of change in the required minimum monthly ADB, the bank shall notify the depositor at least sixty (60) calendar days prior to implementation.
- F. **INTEREST.** The account shall earn interest at the rate prescribed by the Bank in accordance with existing laws and regulations of the Bangko Sentral ng Pilipinas provided that the minimum average daily cleared balance requirements is met. Interest shall be computed based on month-to-date average daily cleared balance and credited to the account at quarter end. The Bank may modify at any time the rate of interest applicable to any type of account or service and communicate such changes to the depositor through announcements in the branch premises.

Gross interest computation shall be the product of the principal amount, the interest rate of the product, and the number of days accrued divided by the applicable day-count convention. Net interest computation shall be the gross interest deducted by the withholding tax which is governed by the rates prescribed by law.

- G. **FEES and CHARGES.** The Bank is authorized to collect from the account all applicable service charges and fees allowed by Philippine laws and regulations. The Bank reserves the right to impose new service and maintenance charges within the limits prescribed by law. Such changes shall be communicated to the depositor through announcements in the bank premises and shall take effect after the lapse of sixty (60) calendar days from notice to the depositor. Deposit accounts that fall below the minimum monthly ADB for two (2) consecutive months shall be imposed a maintenance fee based on prevailing fees of the bank. Such charges shall be deducted from the account and the Bank shall not be liable therefore. However, if the depositor was able to keep the balance above the maintaining balance, no fees shall be collected from the account.
- H. **COOLING-OFF PERIOD.** (a) Accountholders shall be provided two (2) banking days cooling off period, immediately following the signing of any agreement or contract, particularly for financial products or services with a long-term savings component (more than one (1) year or those subject to high pressure sales contracts).
- (b). Accountholders shall be permitted to cancel or treat the agreement as null and void, without penalty, subject to written notice of cancellation, within the cooling off period. The Bank however shall collect processing and administrative fees to cover expenses incurred, including documentary stamp taxes, if any. The Bank shall not be liable for any loss arising from the depositor's exercise of the cooling off rights.

- I. **WITHHOLDING TAX.** The Bank shall impose a final withholding tax per existing Bureau of Internal Revenue Regulation on interest derived from deposits maintained by depositors. Tax exempted accounts shall not be levied withholding tax, provided the tax exemption certificates issued to these clients by BIR have been submitted to the Bank and validated by the Legal Division. A revalidation of the certificates filed with the Bank shall be made at least once every three (3) years to ensure the status of the effectivity of the exemption.
- J. **DEPOSIT INSURANCE.** Deposits are insured by the Philippine Deposit Insurance Corporation (PDIC) up to the maximum of 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 third degree of consanguinity or affinity of the transferor. In case of (a.) deposits in the name of, or transfers 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:
- details or information establishing the right and capacity or the relationship of the entity with the individual/s, or
 - details or information establishing the validity or effectivity of the deposit transfer, or
 - copy of Board Resolution, order of the 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.

- K. **DORMANT ACCOUNT.** A savings account is considered dormant if no deposit or withdrawal has been made for the last two (2) years excluding earned interest and withholding tax, likewise, a current account becomes dormant after it becomes inactive for one (1) year. The Bank shall inform the clients through registered mail on his/her last known address at least sixty (60) calendar days prior to its dormancy. Pursuant to the provision of existing laws, all "unclaimed balances" which represent deposits of money and/or interest accrued thereon held by Bangko Kabayan for any depositor who has no further financial transactions for a period of ten (10) years or more shall be reported and, when so ordered, deposited by Bangko Kabayan to the Treasury of the Philippines, to the credit of the government of the Republic of the Philippines. The Depositor of such account shall be notified at least sixty (60) calendar days prior to the filing by the bank of the sworn statement to the Treasurer.
- L. **CLOSING OF ACCOUNTS.** When a Depositor wishes to close his account, he should fill out the withdrawal slip which must be made out from the entire amount of the balance outstanding to the depositor's credit shown in the records of the Bank. No person other than the Depositor shall be allowed to close the Deposit Account. Moreover, the depositor shall not be permitted to close the Deposit Account without the presentation of his evidence of deposit. If the passbook/certificate is lost, mislaid or stolen, the Depositor shall execute an affidavit of loss duly notarized and submitted to the Bank. The Depositor will pay the Bank a service charge in such amount as may be reasonably imposed by the Bank for client-initiated closure.

In addition, the Bank may close an account without prior notice to the Depositor in the following instances:

- In case the deposit balance becomes zero;
- if the account(s) are mishandled by the Depositor in any way, or handled unsatisfactory including but not limited to issuance of unfunded or insufficiently unfunded check(s) or insufficient balance;
- continuously dormant account with balance of Fifty Pesos (Php50.00) and below;
- if the account(s) are involved in or used for any fraudulent, criminal or unlawful activities or transactions under the Anti-Money Laundering Act of 2001 and Anti-Terrorism Act of 2020;
- if there are document deficiencies or was/were misrepresentation(s) or falsity/ies in the opening of the said accounts,
- if, in the perception of the Bank, the maintenance of the account exposes the Bank to any kind of risk.

The Depositor agrees that all unused checks shall immediately be surrendered to the Bank upon closure of a checking account. Evidence of deposit shall likewise be surrendered to the Bank upon closure of the fixed deposit account.

Account closure that is due to the death of a Depositor, applicable to all kinds of deposits and account types, the release of the proceeds of the closed account to the deceased Depositor(s) legal heirs, or to the named beneficiary(ies), shall be subject to the Bank's policy on Deceased Depositor. Moreover, as mandated by the Tax Code and BIR Regulations, all kinds of deposits maintained at the Bank are subject to payment of estate tax before the heirs shall be allowed to make withdrawals on the deposit account of the deceased Depositor.

- M. **JOINT ACCOUNT.** This agreement shall be binding upon Joint Account depositors and their heirs, executors, administrators and assigns and terms thereof shall not be waived, amended, or modified, except with the written conformity of the Bank.

Joint "AND" Account. The depositors agree and declare that the account is their joint account belonging to and payable to both the depositors. The Bank requires the signature of all depositors in withdrawal transactions or payment of funds.

Joint "OR" Account. The depositors agree and declare that the account is their joint account belonging to both of the depositors and payable to either one of them. In case one of the co-depositors predeceases the other, the equal share of the decedent to the funds in the Deposit Account shall be payable to and collectible jointly by any of the surviving heirs, executors, administrators and assigns, unless the law provides otherwise and upon compliance with the Bank's requirements and taxation law. The depositors authorize the Bank to recognize either of the signatures of the depositors in withdrawal transactions or fund transfers. Payments to or withdrawal made by either of the depositors shall completely discharge the Bank from any liability.

In-Trust-For (ITF) Account. The parent(s) or guardian(s) declare(s) that the fund for the ITF Account is being provided for the sole benefit of the minor(s) or beneficiary(ies). The SPO shall be entitled to disclose any information regarding the ITF account to the beneficiary(ies), if required. The parent(s) or guardian(s) reserves the right at any time to close or terminate the account or withdraw from the account in accordance with these T&Cs. In case of death of the parent(s) or guardian(s), the ITF account shall be beneficially owned by the beneficiary(ies) and shall be released by the bank to the said beneficiary(ies) or to the latter's legal guardian(s) or legal representative(s) upon presentation of the required identification and documents, as well as payment of applicable taxes.

- N. **STATEMENT OF ACCOUNT.** Unless otherwise stated, a Statement of Account (SOA) is issued on demand for a fee. For passbook-based Savings Accounts, the passbook is used to monitor transactions. For Checking accounts, a SOA is issued on a monthly basis. Any errors on the SOA or on the passbook must be reported by the client to the Bank within three (3) calendar days from the date of receipt or its last update, otherwise the contents thereof shall be binding and conclusive to the client.

- O. **CURRENT ACCOUNTS.** A current account may be opened subject to the presentation of documents and references acceptable to the Bank and after verification of the applicant's identity and or authority to open an account.

Stop Payment Order. A depositor may stop the payment of any check issued against his account by advising the Bank hereof in the form prescribed by the Bank for the purpose. SPO may be lifted if the check has not been presented to the bank or the check has been considered stale or 6 months passed after the date of the SPO provided there is a written request from the client. Lifting of the SPO after a duly signed client's request to lift the same shall release the Bank from any liability in case the check subject of SPO was presented and paid by the Bank after such request has been made by the client. However, it shall automatically be lifted after six (6) months even without the depositor's written request.

Checkbooks. A request for a new checkbook shall be made using the checkbook reorder slip attached in the checkbook duly signed by the depositor/account holder himself or his duly authorized representative. The depositor must keep his checkbook in a safe place, preferably under lock and key. In case of loss of a checkbook, the depositor shall immediately notify the Bank of said loss. The depositor further agrees to pay the Bank an equivalent amount of the checkbook.

Service Charges and Penalties for Dishonor/Return of Check. Where a check is drawn against insufficient funds or uncollected deposits, or has technical defect or a stop payment order (e.g. stolen or lost check), or other grounds prescribed by law or regulation, the depositor shall pay such service charges and penalties as may be imposed by law, clearing house regulation or regulation of the government agency concerned. As often as the rates of such charges and penalties are changed, or other grounds therefore as prescribed, notice thereof shall be given to the depositor. Should the Account balance be insufficient to allow debit of such amount in order to correct the said error or mistake, you hereby authorize the Bank to debit the said amount plus interest and charges, if any, from the time the amount becomes due to the Bank, from any other Account in your name, whether

singly or jointly with others, or whether maintained with the Bank. The Bank is further authorized to collect from the depositor all applicable service charges, penalties, and other fees the account may incur.

Responsibility of the Bank for Deposits. In receiving items for deposit, the Bank shall be deemed to act as the collecting agent of the depositor and shall assume no responsibility beyond the exercise of due care in selecting correspondents. Until such time as the Bank is actually paid, the Bank reserves the right to charge back to the depositor's account any amount previously credited whether or not the deposited item is returned. The Bank shall not be liable for items lost in transit including but not limited to checks drawn on the Bank which are not paid because of insufficiency of funds, forgery, unauthorized overdrafts, and stoppage of payment or for any other reason. Full responsibility for the correctness, genuineness and validity of all items deposited as well as of all its endorsements thereon shall be borne by the depositor.

Overdraft/DAUD. The depositor hereby agrees that temporary overdrawing against his/her account will not be allowed unless caused by normal banking charges and other fees incidental to handling such account. The Depositor also further agrees that drawing against uncollected deposits in his/her current account will not be allowed.

- P. **FREEZING OF ACCOUNT.** The Bank, may, at its option, put the account on "total freeze" status without incurring any liability to the account holder for any of the following instances:
- If the account is subject of a pending investigation for suspicious transactions until required supporting documents have been submitted to the satisfaction of the Bank.
 - If the account is subject of a pending investigation for cybercrime, identity theft, estafa, fraud, and financial crimes such as but not limited to money laundering, terrorism financing, and tax fraud.
 - If the account holder fails to update his or her personal information for mandatory KYC requirements until required supporting documents have been submitted to the satisfaction of the Bank and in accordance with BSP rules and regulations.
 - Upon the Bank's knowledge of the death of an account holder until claimants have complied with the Bank's policy on deceased depositors and other legal requirements.
 - Upon receipt of a court order ordering the Bank to freeze the account.
 - Upon receipt of written instruction from Anti Money Laundering Council (AMLC) or other government or regulatory body.
- Q. **U. S. PERSON DECLARATION & ACCOUNT HANDLING.** If the Depositor is a U.S. person, he will identify himself as one, provide the correct U.S. taxpayer identification number, and comply with documentation requirements per U.S. regulations. The Depositor declares under penalties of perjury that:
1. The U.S. tax identification number given is true and correct; and
 2. The Depositor agrees to waive any bank secrecy, data privacy or data protection rights related to his Accounts.

Further, the depositor hereby acknowledges that the Bank shall operate the Account on the basis of such declaration. In the event that the Bank discovers that the depositor is a U.S. Person, then the Bank, its subsidiaries and affiliates, are hereby absolutely and unconditionally authorized to report and disclose to the U.S. IRS the Required Information. The Depositor further undertakes to provide the Bank with such Required Information as may be requested by the Bank. Should the Depositor fail to identify himself as one and either fails to provide his US taxpayer identification number, or to comply with documentation requirements per U.S. regulations, the Bank shall, without need of any notice or demand to the depositor and without prejudice to the imposition of the applicable backup withholding tax, as may be prescribed under US and Philippine tax laws and regulations, undertake the following actions on the depositor's accounts:

For Savings Accounts, the Bank shall convert the depositor's Savings Accounts to be non- interest bearing and where deemed necessary by the Bank, put the same under no credit status (i.e. no deposits, credits, payments, remittances) effective immediately without need of any notice or demand. The Bank shall give the depositor fifteen (15) calendar days from transmittal of a notice to the depositor's address of record within which to submit the documentation requirements such as W9, waiver of bank secrecy. Should the Bank fail to receive the documentation requirements, regardless of any return-to-sender or whereabouts unknown status, the Bank shall, without need of additional notice or demand subsequently process closure of the Savings Account after the lapse of the said fifteen (15) calendar days by issuing a Manager's Check / Demand Draft of the depositor's remaining balance, less any outstanding fees and charges owing to the Bank and delivering this to be the depositor's address of record.

For Time Deposit Accounts, the Bank shall automatically pre-terminate/terminate these and where the proceeds are available, credit the principal proceeds to the depositor's Savings Account which are maintained at non-interest bearing and as necessary, under post no credit status. The Savings Accounts to which the proceeds are credited will abide by the above prescribed process. In the event that the depositor does not maintain any Savings Account, the Bank shall, without need of additional notice or demand subsequently process closure of his Time Deposit Accounts after the lapse of the said fifteen (15) calendar days by issuing a Manager's Check / Demand Draft of the remaining balance, less any outstanding fees and charges owing to the Bank and delivering this to the Depositor's address of record.

Should the Accounts be under return-to-sender or whereabouts unknown or blocked status, any undelivered or unclaimed or uncleared Manager's Check / Demand Draft or the funds shall be kept with the Bank (with no interest payment) while awaiting for the depositor's disposition or until it is remitted to the Bureau of Treasury pursuant to the Unclaimed Balances Law, whichever is earlier.

- R. **CONFIDENTIALITY OF DEPOSITOR INFORMATION AND CONSENT TO PROCESS.** Bangko Kabayan shall retain information relating or pertaining to the Account holder including, but not limited to, any information on their respective accounts and transactions (the "Information") confidential, except that for the purposes of these Terms and Conditions in connection with the Bangko Kabayan, Inc. its, directors, officers, employees, advisers, consultants, auditors, agents and representatives' (collectively, the "Bank") and City Savings Bank, Inc., Union Bank of the Philippines, Aboitiz Construction Inc, Aboitiz Equity Ventures, Inc. Group, respective subsidiaries and affiliates' (collectively, the "Group of Companies") for purposes of (i) implementation, administration, facilitation and enhancements of its products, services, facilities and channels of any or all of the Group of Companies (ii) pursuit of their marketing, promotional, communication, commercial and research objectives, (iii) regular conduct of business, and/or (iv) compliance with the requirements of the Data Privacy Act of 2012, its implementing Rules and Regulations and other issuance as mandated by the National Privacy Commission and/or government regulators or supervisory bodies, the Account holder gives his consent to the Bank and to the Group of Companies:
- a. Collection, use, storage, consolidation, retrieval and processing (collectively, "process or processing") of personal and/or sensitive personal information;
 - b. Outsourcing of the processing of personal and/or sensitive personal information to service providers, whether within or outside the Philippines.
 - c. Retention of personal and/or sensitive personal information of data subject for a period of 5 years after account closure or termination of relationship - All records of all transactions of covered institutions shall be maintained and safely stored for five (5) years from the date of transaction, except where specific laws and/or regulations require a different retention period, in which case, the longer retention period is observed.
 - d. Verification or validation of information from any and all sources and in any reasonable manner, including but not limited to: i. the Bureau of Internal Revenue (BIR) to establish the authenticity of Depositor's income tax return (ITR) and the accompanying financial statements which Depositor (may have) submitted to the Bank; and ii. Courts or government or administrative agencies or arbitral tribunals on the status of any case or proceeding to which the Depositor is a party.
 - e. Disclosure and sharing the personal and or sensitive personal information:
 - (i) among the Bank and other members of the Group of Companies;
 - (ii) to credit information or investigation companies, credit bureaus (including, but not limited to, the Credit Information Corporation (CIC) pursuant to Republic Act No. 9510 and its implementing rules and regulations), financial institutions, consumer reporting or reference agencies, credit, protection provider or guarantee institutions, brokers, insurers, underwriters;
 - (iii) to any judicial, governmental, supervisory, regulatory or equivalent body of the Philippines or other jurisdictions; such person or entity as required by laws or regulations of any country with jurisdiction over the affairs or business of the Bank, or any member of the Group of Companies; stock exchange on which the shares or other securities of or any member of the Group of Companies are listed pursuant to its rules;
 - (iv) to any potential transferee or assignee of the Bank's rights and/or obligations under the relevant contract or agreements;
 - (v) to service providers engaged by the Bank, or any member of the Group of Companies, or to participating merchants, payments technology company(ies), marketing, promotional, network, loyalty program and joint venture partners and other relevant external parties, whether based within or outside the Philippines (collectively, the "Relevant Parties"); and,
 - (vi) to such other persons or entities that the Bank, or any member of the Group of Companies, may deem necessary or appropriate to facilitate the above-stated purposes or those that may relate to or arise there from, as and when required by the circumstances.

The foregoing constitutes the express consent of the Account holder under the applicable confidentiality and Data Privacy Act of 2012, its Implementing Rules and Regulations and other issuances mandated by the National Privacy Commission of the Philippines and other jurisdiction and agree to hold the Bank, each member of the Group of Companies and the Relevant Parties, free and harmless from any and all liabilities, claims, damages and suits of whatever kind and nature, that may arise in connection with the implementation and compliance with the authorization conferred by the Account holder. The Account holder agrees that his authorization and consent as provided herein has been executed freely, voluntarily and with full knowledge of its consequences. It is intended to be the consent and/or permission required under the DPA IRR, and all other relevant laws for the purposes specified above. It is valid as an agreement signed by him and shall have continued effect throughout the duration of his relationship with the Bank and/or existence of his account(s), and/or until the expiration of the retention limit set by laws and regulations, and/or the period set until the destruction or disposal of records as mandated by relevant laws, unless he withdraws such authorization and consent in writing. The customer hereby renders Bangko Kabayan Inc., its officers, employees and representatives free and harmless from any and all liabilities arising from the above use and disclosure of his information.

The Account holder shall inform the Bank in writing of any change in his/her Personal Data (including but not limited to civil status, residence, office and/or residence address and/or telephone number/s and all related information) and change of his/her financial status which may affect his capacity to satisfy his/her obligations.

- S. **RIGHTS OF DATA SUBJECT.** Under the Data Privacy Act 2012, you as the Account holder has the following rights:

Right to be informed – you may demand the details as to how your Personal Data is being processed or have been processed by the Bank, including the existence of automated decision-making and profiling systems.

Right to access – upon written request, you may demand reasonable access to your Personal Information, which may include the contents of your processed personal information, the manner of processing, sources where they were obtained, recipients and reason of disclosure.

Right to dispute – you may dispute inaccuracy or error in your Personal Information in the Bank systems through our contact center representatives.

Right to object – you may suspend, withdraw, and remove your Personal Information in certain further processing, upon demand, which include your right to opt-out to any commercial communication or advertising purposes from the Bank.

Right to data erasure – based on reasonable grounds, you have the right to suspend, withdraw or order blocking, removal or destruction of your personal data from the Bank's filing system, without prejudice to the Bank continuous processing for commercial, operational, legal, and regulatory purposes.

Right to data portability – you have the right to obtain from the Bank your Personal Information in an electronic or structured format that is commonly used and allows for further use.

Right to be indemnified for damages – as data subject, you have every right to be indemnified for any damages sustained due to such violation of your right to privacy through inaccurate, false, unlawfully obtained or unauthorized use of your information.

Right to file a complaint – you may file your complaint or any concerns with our Data Protection Officer and/or with the National Privacy Commission through www.privacy.gov.ph

Contact our Data Protection Officer. For inquiries and concerns, you may address them to Bangko Kabayan's Data Protection Officer at Santiago St. Poblacion, Ibaan, Batangas or through email at dataprivacy@bangkokabayan.com.

- T. **OTHERS.** The Depositor agrees that in cases of conflict between his records and those of the Bank regarding reconciliation of deposit balances, the Bank's record shall, at all times, prevail. The bank can be held liable/accountable for loss or damage arising from delays attended by negligence, bad faith and non-conformance with the degree of diligence required of banks owing to the fiduciary nature of its relationship with the client.

The depositor or authorized signatory is required to update his signatures at least once every three (3) years or whenever deemed necessary by the Bank. Changes in authorized signatory are allowed only upon receipt of the Bank of a written request from the depositor. For corporations, associations, clubs and other organizations, the written request must be supported by a Board Resolution. The Bank cannot be compelled to honor signatures that differ from the client's specimen signatures on file.

The Bank shall be promptly notified of any change in status or address of the depositor, otherwise, all correspondence shall be mailed to the address shown on the Bank's record. The Bank reserves the right to adopt policies, rules and regulations at any time as the need arises and the depositor hereby consents to said policies, rules and procedures, and agrees to abide by them.

The Bank reserves the right to add, revise, amend or cancel, in whole or part, any of the products and services provided by the Bank and any of the terms and conditions pertaining to any products or service, through an addendum to these terms and conditions. The Depositor also agrees that where particular transactions, products, or services are subject to specific terms and conditions agreed upon with the Bank, or that are applicable thereto, such terms and conditions shall take precedence, and these terms and conditions shall be of supplementary character for said transaction/s, products or services.

The Bank, as well as its subsidiaries and affiliates, guarantee confidentiality of client's accounts.

The Bank and its officers and employees shall not be deemed to have violated R.A. No. 1405 as amended, R.A. No. 6426 as amended, R.A. No. 8791, and other similar laws when reporting covered or suspicious transactions to the Anti-Money Laundering Council.

The Bank shall not be liable for any failure to provide any service or to perform any obligation, or for any loss, damage, injury, or claim of whatever nature that the depositor may suffer in connection with the use of the Bank's systems, due to any fortuitous event, typhoons, floods, public disturbances and calamities, or any act or circumstance beyond the control of the Bank, such as but not limited to: (a) prolonged power outages, breakdown in computers and distribution facilities, and other similar cases; (b) inaccurate, incomplete or delayed information is received by the depositor due to disruption or failure of any communication in all other cases not specifically provided under these terms and conditions, the usual customs and procedures between the Bank and the depositor, the existing rules and regulations, policies and circulars (and those that may be issued from time to time) by the BSP, Banker's Association of the Philippines (BAP), the BankNet relative to ATM banking, remittance partners, phone banking or similar electronic transactions and relevant laws and regulations shall be taken into consideration in the operation and maintenance of the account and in resolving issues involving transactions between the Bank and the depositor.

The Depositor Agree, consent, permit and authorize the Bank to process, store and/or make disclosures, without need of notice, of all information, whether personal/sensitive/privileged information or otherwise, relating to the Depositor's Account(s) to: (i) third persons and entities to facilitate administration and implementation of the Accounts, the Bank products, services, facilities and channels; or (ii) the Bank's local or foreign branches, its parent company, its subsidiaries and affiliates or such other related companies, whether organized in the Philippines or in other jurisdictions to assist the Bank in the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure, destruction of data, administration, sharing, implementation and servicing of the Accounts, the Banks products, services, facilities and channels; or (iii) government regulatory agencies, credit information/investigation companies, financial institutions, credit bureaus, other banks, credit card companies, loyalty program partners, consumer reporting or reference agencies, whether based in the Philippines or other jurisdictions, for reports of the Depositor's credit history and account updates including but not limited to past due on litigation status of accounts, full payments or settlement of previously reported defaulting accounts; or (iv) third parties engaged by the Bank or by its parent company, its subsidiaries or affiliates or such other related companies under a duty of confidentiality to other selected products and services which may interest the Depositor unless the Depositor specifically instruct otherwise in writing; or (v) service providers or entities to assist in the administration and implementation of the Accounts, the Banks products, services, facilities and channels; or (vi) insurers, insurance brokers or providers of deposit or credit protection or protection against all kinds of risks against loss or damage including but not limited to fraud or unauthorized charges; or (vii) such bodies/agencies having regulatory authority over the Bank, or having regulatory authority or jurisdiction where the Depositor's checks, deposits, withdrawals or fund transfers pass/are cleared/transmitted or delivered; or (viii) such other persons or entities the Bank may deem as having authority or right to such disclosure of information, as and when required by the circumstances, as in the case of: (a) the Bank's participation in any ATM network, electronic fund and/or credit card network; or (b) resulting from the Bank's outsourcing of its functions, such as but not limited to, compliance with Know Your Client ("KYC") requirements, completion of signature cards and Customer Information Sheets ("CIS"), signature verification, distribution of account opening kits, remittance to and remittance from

the Depositor's Account/s and printing/processing of bank statements. As such, the Depositor expressly waives his/her right under confidentiality laws in the Philippines or in other jurisdictions including but not limited to RA 1405 or the Law on Secrecy of Bank Deposits, RA 6426 or the Foreign Currency Deposit Act and RA 8791 or the General Banking Law and allow processing, storing, access to and/or sharing of any information regarding these Account(s) as well as the Bank products, services, facilities and channels which the Depositor has activated, enrolled in or availed of pursuant to these Terms and Conditions.

The foregoing waiver and consent shall be deemed to likewise include any future laws which may be subsequently enacted relative to the processing, storing, sharing, updating and disclosure of any personal information or such other information that may be required for the purposes and to the entities enumerated above.

The Bank reserves the right to dispose and destroy any documents relating to the Accounts or your instructions within a period of time as may be allowed under relevant laws, rules and regulations and/or after having them imaged.

U. **COMPLAINTS.** The Depositor must immediately communicate to the Bank upon his/her knowledge of a possible cause of complaint, unauthorized application, or any dispute regarding his/her deposit account through any of the following channels:

- a. Through the Consumer Protection and Assistance Officer of the day in the branch where you did the transaction, text hotline 0917-879-2508 or email to consumerprotection@bangkokabayan.com
- b. BSP Financial Consumer Protection Department by calling Trunk Line: (632) 8524-7011 extension nos. 2584 or email at consumeraffairs@bsp.gov.ph

The Bank shall immediately respond to the complaint within two (2) banking days from receipt of the complaint. The Bank may further require the submission of additional information to properly resolve the complaint.

V. **AMENDMENTS AND MEANS OF NOTICE.** The Depositor agrees that the Bank shall have the right to revise, or amend, in whole or in part, these Terms and Conditions. Any such addition, revision, or amendment will become binding on the Depositor upon proper notice to the depositor no less than sixty (60) calendar days prior to the implementation of the amendment or revision through the following means by default:

- (i) Mailed and/or emailed notices (sent to the Depositor's mailing or email addresses indicated in the Bank's records)
- (ii) Text and telephone calls or other alternative modes of communication
- (iii) Notices posted at the Bank's branches, or
- (iv) Notices in its website.

Depositors who do not agree with the revised/amended terms and conditions should signify their opposition within thirty (30) calendar days from receipt of the notice or from thirty (30) calendar days from issuance of public notice. Failure to do so shall be construed to mean that the depositor agrees to such change.

Where such Amendments refers to fee schedule, affects the fees and charges or the Depositor's liabilities or obligations under the Deposit Account, notice shall be given to the depositor and such amendment will take effect after sixty (60) calendar days from the date the notice has been sent unless such changes are not within the Bank's control.

W. **ACCEPTANCE OF RULES.** The Depositor is understood to have accepted the above terms and conditions and other additional regulations as the Bank may subsequently prescribe at any time covering his/her deposit account.

By signing these terms and conditions, I hereby undertake to indemnify and hold the Bank, its directors, stockholders, officers, employees, representatives, agents or relevant unit of the Bank, free and harmless from and against all liabilities, claims, demands, actions, proceedings, losses, expenses and all other liabilities of whatsoever nature or description which may be suffered or incurred by the Bank, its directors, stockholders, officers, employees, representatives, agents or relevant units of the Bank, arising from or in connection with the implementation of the provision of these terms and conditions.

By my/our signature/s herein, I/We acknowledge that I/We have read, understood, and fully agree with the **BANGKO KABAYAN Inc. (A Private Development Bank) GENERAL TERMS AND CONDITIONS-DEPOSITS (A to W)** series 2023 with which I/We was/were duly informed, that in any concerns and clarification I/We can read at the banks official website at www.bangkokabayan.com, the copy of which I/We confirm by our signature/s below.

SIGNATURE OVER PRINTED NAME
DATE

**Signature not necessary if received through Mail or Email*