

## **Terms and Conditions**

*This document lays out the Terms and Conditions (hereinafter called "T&Cs") concerning the use of the Retail Online Banking (i.e., Internet Banking and SMS Banking facility of China Banking Corporation and its subsidiaries such as China Bank Savings, Inc., also referred to as "e-channels"). For consistency and brevity, the words "I", "me", "my", "mine" refer to the Customer who is enrolled or is enrolling in China Bank Savings (CBS) Online. The words "Bank", "you", and "your" refer to China Bank Savings, Inc. or "China Bank Savings" for short. The word "Customer" refers to the person(s) or juridical entities who singly or jointly own an account with China Bank Savings, Inc.*

### **1. ELIGIBILITY TO USE**

- a) I understand that my submission of enrollment information to you does not automatically qualify me to use CBS Online, and is subject to my eligibility as a Customer and on the eligibility of the account(s) I am enrolling in CBS Online and to your approval.*
- b) I agree that enrolling my Easi-Save ATM number in CBS Online may include, subject to your approval, all accounts linked to the Easi-Save ATM.*
- c) You reserve the right to decline my enrollment to CBS Online for reasons including, but not limited to, incorrect card number or PIN, inaccurate or incomplete enrollment information, wrong account number, inoperative email address, unreadable preferred User ID and/or password, which you are not obliged to inform or notify me about.*
- d) I acknowledge that you're granting me the use of CBS Online is subject to its/their continued operation and my compliance to the T&Cs contained herein.*

### **2. PROPRIETARY INTEREST**

- a) I recognize your ownership of all the information, programs, applications (including any enhancements or modifications), collectively called "software", used in, or derived from, your e-channels. I agree not to disclose to any other party any information relating to the use and operation of CBS Online, unless you have willfully made the information public.*
- b) I agree to use CBS Online solely for its/their intended purpose. I agree not to decompile, disassemble, modify, copy, or reverse engineer the software or allow anyone else to do so.*

### **3. SECURITY AND PASSWORD USAGE**

- a) I acknowledge that I have sole access to my account(s) through your e-channels. As such, I agree to prevent unauthorized access to my account(s) through CBS Online by safeguarding my login information, which includes my ATM card number, ATM PIN, User ID, login password, and transaction password, by not letting anyone know of my User ID and password(s) and by taking the necessary steps to prevent anyone from discovering them.*
- b) I agree to assume full responsibility for all transactions made in my accounts through the use of my User ID and Password. I also agree that any instruction made in your e-channels through the use of my login information shall be conclusively presumed to be done or authorized by me, correct, complete, irrevocable, and binding upon me, without need for you to verify the authenticity of such instruction.*
- c) I further agree and undertake to change my password(s) from time to time as I deem necessary and should I feel that my Password has been compromised, I shall immediately change my Password through CBS Online Change Password facility.*
- d) I agree that you are entitled, at your sole discretion and without liability, to act in accordance with or based on the instructions and/or service requests received via your e-channels that you reasonably believe emanated from me by the use of my User ID and Password(s).*
- e) I agree that only your own record of transactions maintained through computer systems or otherwise shall be accepted by you as conclusive and shall be binding on you and me for all purposes.*

- f) I further agree that all transactions arising from the use of CBS Online to operate a joint account shall be binding on all the joint accountholders, jointly and severally.

#### **4. DISCLOSURE OF INFORMATION**

- a) I agree that you or your accredited agencies may hold and process information relating to me, my address, accounts, business, etc., whether provided by me or coming to your possession.
- b) I agree that you may disclose from time-to-time customer information to your other offices and branches, to your subsidiaries and affiliates, and to third parties/vendors such as but not limited to messengers, couriers, credit rating agencies, verification agencies, and marketing agencies engaged by you, as well as in connection with any of the following:
- 1) at the request of any government or other similar body/authority, such as the Bangko Sentral ng Pilipinas or the Chamber of Thrift Banks, having jurisdiction over you or your subsidiary or affiliate;
  - 2) pursuant to subpoena or other court or legal process/es in connection with any litigation between me and you or your subsidiary or affiliate, except if I am lawfully contesting the legality of the same;
  - 3) when requested by any other bank/financial institution/; and,
  - 4) when otherwise required to do so in accordance with applicable law.
- c) I shall notify you in writing, which must be duly acknowledged by your ATM Center, if I do not wish the information regarding my personal circumstances to be shared with your subsidiaries, affiliates, representative offices, agents, or other authorized third parties you may select.

#### **5. LIMIT ON LIABILITY**

- a) You reserve the right to alter the scope and availability of your e-channels, and to modify, restrict, withdraw, cancel, disconnect, deactivate, suspend or continue any or all of these e-channels or their services without prior notice to me.
- b) You reserve the right to cancel or refuse to execute any of my instructions at any time without incurring any liability without notice and without stating the reason therefor.
- c) You shall not be liable to me for my inability to use your e-channels including your website, due to cause beyond your control, such as but not limited to, computer hardware or software problems including bugs and viruses, or related/incidental problems that may be attributed to a third party utility, telecommunications service, or information service provider, or in cases of natural disasters or calamities, fortuitous events, force majeure, and other unforeseen events or emergencies.
- d) Upon my agreement with you through the Internet by any person using my login information, including without limitation, any transfer to a third party maintained with you, or upon your receipt of my instruction(s), you reserve the right to treat and deem such instruction(s) as valid, correct, complete, irrevocable, and binding on me, and as such you may implement them at your absolute discretion. You shall neither be liable for such instruction(s) nor be obliged to investigate the authenticity or authority of the persons sending my instruction(s), nor verify the accuracy and completeness of my instructions. I hereby accept full responsibility for all transactions executed via your e-channels and in particular, in ensuring the accuracy and completeness of my instruction(s).
- e) I am responsible for providing and maintaining an operational and available e-mail address and/or cellular phone number for you to send communication or notifications to me as necessary. You shall not be liable to me for any undelivered e-mail communication, SMS or "text" message, or any cost that I may incur due to my delayed receipt of, or inability to receive your communication or notification through these e-mail and/or cellular phone facilities. I shall promptly notify you of any change in my e-mail address, contact numbers, home or business address or any other information which may affect communication.

- f) *I hold you, your subsidiaries and affiliates, as well as any of your officers and representatives free and harmless from any and all claims and liabilities relating to loss or damages I may incur:*
- 1) *for inaccurate or incorrect entries, omissions, discrepancies, and unauthorized transaction(s) in your statement that I did not immediately report to you;*
  - 2) *for acting fraudulently or negligently, including failing to properly safeguard my login information and failing to report any unauthorized access, and consequently, for any unauthorized interception or use or missending of data relating to me or to my account(s);*
  - 3) *for discontinuation or cancellation of my account, subscription, or service coverage due to my bills remaining unpaid due to reasons beyond your control;*
  - 4) *for malfunctions in communications facilities not under your control that may affect the timeliness or accuracy of the instructions sent;*
  - 5) *if the instruction I submitted through CBS Online is not implemented and I fail to verify it and promptly report it to you.*
- g) *I acknowledge your right to deactivate or de-list me from CBS Online without prior notice whether temporarily or permanently, if I fail to comply with your policies and standard operating procedures relating to my account(s), if I fail to show activity in my CBS Online account, or if you deem that my continued access of your e-channels may adversely affect your system's credibility/security.*

## **6. SERVICE CHARGES**

*You reserve the right to charge fees for the use of CBS Online and to debit my account for the amount of fees. You also reserve the right to impose new charges and change existing charges within the limits allowed by the law. The rate of such charges, period and method of payment shall be based on your announcement which shall be binding and payable by me if Retail Online Banking is still being retained/availed of and/or used after the announcement, whether I have knowledge of the announcement or not.*

## **7. CHANNEL AVAILABILITY AND TRANSACTION CUT-OFF TIME**

- a) *I understand that your e-channels are available 24 hours a day and seven days a week, except during system downtime for maintenance, or computer, telecommunication, electrical, or network failure, and/or any other reasons beyond your control.*
- b) *I acknowledge that transactions made through CBS Online shall be subject to your prescribed cut off time, and transactions made after your designated cut off time(s) shall be considered transactions of the following banking day.*

## **8. SPECIFIC PROVISIONS**

### **a) Accounts Inquiry**

- 1) *Account balance information may indicate the balance as of the date indicated or as of the last upload preceding the date indicated onscreen.*
- 2) *The account statement shall reflect transactions posted as of last batch processing time as determined by the Bank.*

### **b) Funds Transfers**

- 1) *Only cleared and withdrawable balances of my enrolled/nominated accounts shall be considered for funds transfers subject to limits that may be set by the Bank. In case of insufficient funds in my account and/or violation of limits, my funds transfer request will automatically be cancelled and you will not be required to make any further attempt to perform the transfer. You shall have no obligation or liability if the transfer is not completed due to insufficiency of funds in my account or violation of limits. In all cases, I am responsible for making alternate arrangements for the transfer.*

- 2) *In the case of multiple fund transfers coming from one (1) account and the account has only enough balance to make some but not all funds transfers, you may determine, at your sole discretion, which of my transfer requests to complete.*
- 3) *In case of funds transfers from US dollar deposit account/s to Peso deposit account/s for sale of dollar, I hereby agree to the prevailing buying rate of the Bank at the time of the transaction. Provided further, that if any tax is assessed or levied on the transaction, the same shall be for my account.*
- 4) *Cancellation of Scheduled Funds Transfer should be done through Internet Banking at least one (1) banking day before the scheduled date taking into account the transaction cut-off time.*
- 5) *Application of payment to loan account shall be accepted only for non-past due loans and shall be subject to Bank verification and existing and future cut-off times set by the Bank for loan processing and inquiry.*

*c) Bills Payment*

- 1) *Only cleared and withdrawable balances of my enrolled/nominated account(s) shall be considered and available for bills payment subject to limits that may be set by the Bank. In case of insufficient funds in my account or violation of limits, you will automatically cancel my payment request.*
- 2) *Any discrepancy between the billing amount and the paid amount shall not involve you. Instead, the same shall be resolved between me and the payee-company(ies) and/or individual(s).*
- 3) *Cancellation of Scheduled Bills Payment should be done through Internet Banking at least one (1) banking day before the scheduled date taking into account the transaction cut-off time.*
- 4) *You are authorized to disclose to any of the payee-company(ies) any matter pertaining to my account(s) as may be necessary for the operation of this bills payment arrangement.*
- 5) *Payment procedures/stipulations imposed by my payee - company (ies) and/or individual(s) not inconsistent herewith or with any of the terms and conditions hereof or any related documents or instruments executed by me and the Bank shall be incorporated herein and made part of this T&Cs.*
- 6) *You shall not be liable for any adverse actions/ consequences instituted by any of my payee-company(ies) and/or individual(s) for payments made on overdue or past due accounts, including payments for service disconnection, termination of contract, lapse of policy, and/or the like.*
- 7) *The bills payment arrangement between you and any of your affiliated payee-individual(s)/company(ies) may be cancelled at any time by either party without any prior notice of termination to me.*

*d) Check Stop Payment*

- 1) *My request for check stop payment will be implemented by the Bank not later than the following banking day from the time I issued the stop payment order (SPO), only as long as the check number that I entered is correct and that the check has not yet been debited against my account as of date and time of implementation of the SPO, or in the event that the check has been debited, the said check has nevertheless not been returned to the presenting bank as of the date and time of implementation of the SPO; otherwise, my request will be considered invalid. I will receive confirmation from you through e-mail, SMS or "text" message once my request for SPO is implemented subject to Article 5 Paragraph 5.*
- 2) *I also agree that stale checks cannot be accepted for SPO and lifting of an SPO can only be made upon my written request at my maintaining branch. I cannot request you to reverse via your e-channels the SPO that I made through the same.*
- 3) *I also understand all SPO(s), for dated and undated checks, issued through your e-channels are valid and effective for a period of six (6) months from date of your receipt of the SPO(s) unless sooner renewed/extended in writing for another six (6) months. Such renewal/extension shall be*

effective from your receipt of the written request for renewal/extension. Furthermore, I understand that the SPO(s) issued on the undated checks will be void and ineffective six (6) months after the date of my SPO(s) via your e-channels and will, therefore, be automatically cancelled by you without need for further notice; and that I hold you free from any liability for payment subsequent to the automatic SPO cancellation of the undated check(s).

- 4) I also agree to notify you immediately in writing if said checks are recovered or destroyed or if this SPO may be cancelled.
- 5) I hereby authorize you to consider this SPO terminated/closed upon actual stopping of payment of the checks upon receipt through clearing or upon their presentation to the teller for encashment; and simultaneously to make, post or accomplish any and all necessary entries or report signifying actual cessation/lifting of further effects of this SPO.
- 6) I also understand that checks returned for the reason "Stop Payment" will be subject to service charge of P2,000.00 plus penalty charge of P200.00 per day for every P40,000.00 amount of check or a fraction thereof, if unfunded, and service charge of P2,000.00, if funded. These service and penalty charges shall be increased to such amount as may be fixed by the Bangko Sentral ng Pilipinas, Chamber of Thrift Banks and the Philippine Clearing House Corporation.
- 7) I hold you free and harmless from any and all claims and liabilities and I undertake to reimburse/indemnify you for all such costs, payments, damages and expenses which (i) you may be liable for or which you may incur or have incurred by reason of your implementation of said SPO(s); (ii) you may be liable for or which you may incur or have incurred on account of payment contrary to the request for SPO(s), if same occurs through inadvertence or accident only; or if by reason of such payment, other checks drawn by me are returned due to insufficient funds; (iii) result on account of payment by you before the date and time when the SPO was placed; and (iv) result from payment by you effected over the-counter under an offline environment even after SPO was issued; and that I further undertake to notify you promptly in writing of any change in the conditions which give rise to my request for SPO(s).

e) Checkbook Reorder

- 1) I understand that the checkbook(s) I ordered through CBS Online shall be for pick-up at my maintaining branch (where I opened the account) one (1) month from date of my reorder.
- 2) I agree to hold you free and harmless from any and all claims and liabilities and I undertake to reimburse/indemnify you for all such costs, payments, damages and expenses which you may be liable for or which you may incur or have incurred by reason of your implementation of my checkbook reorder(s).
- 3) You reserve the right to reject checkbook reorder for deposit account whose status is disqualified for checkbook issuance, or for any other reason as may be determined by the Bank.

f) Request for New Password

- 1) You reserve the right to verify my identity before approving my request for new password, and to decline my request if I am unable to satisfactorily provide information that would properly identify me.
- 2) I agree that in case my request for new password has been approved by you, I shall pick up my new password at my branch of account.
- 3) I agree to hold you free and harmless from any and all claims and liabilities and I undertake to reimburse/indemnify you for all such costs, payments, damages and expenses which you may be liable for or which you may incur or have incurred by not receiving my new password because my email is full or has expired, or if my duly signed authorization for my representative to pick up my password mailer at my branch of account has been lost or misused.

g) Mobile Banking

- 1) Mobile Banking is an extension facility of Internet banking and operates subject to the availability of the Internet Banking facility.

- 2) *Enrollment to Mobile Banking requires the user to enroll his mobile phone and obtain a valid Mobile Banking PIN separate from the Internet Banking password, subject to the same conditions stated in Article 3 where applicable. The Mobile Banking PIN can only be used with the matching mobile phone.*
- 3) *Transactions performed in Mobile Banking through the use of one's Mobile Banking PIN shall be presumed to be done or authorized by him, correct, complete, irrevocable, and binding upon him, without need for the Bank to verify the authenticity of such instruction.*

*h) Other Services*

- 1) *I understand that I can make other service requests through Retail Online Banking Requests, such as but not limited to Customer Complaint, Enrollment of Additional Accounts, Insurance Application, Purchase of Bonds and Application for Easi-Save ATM/Phone Banking Account. I understand that you may receive these other service requests in the form of electronic mail or "e-mail" and, as such, these service requests shall be governed by Section 10 below on Use of Electronic Mail.*
- 2) *I agree that submission of these service requests through your e-channels does not automatically constitute approval of the request, and is subject to your pre-qualifying conditions.*
- 3) *I further agree that you are not obliged to notify me, verbally or in writing, of the status of my service request except if you will require me to submit further information, documents, or materials to proceed with my service request. And if so, I will hold you free and harmless of any liability if my service request is denied because I am unable to submit the requirements you stated within the timetable you have set.*

*i) Use of Electronic Mail*

- 1) *I agree not to rely on electronic mail (or "e-mail") if I must report a lost or stolen ATM card or unauthorized transaction done using one of my enrolled accounts, or if I need to stop a scheduled funds transfer or issue a stop payment order for one or more checks, or if I need to notify you immediately of any urgent concern needing/requiring immediate attention related to my enrolled accounts.*
- 2) *I agree that you may opt to respond to me by e-mail with regard to matters relating to my enrolled accounts or the services covered herein.*
- 3) *I agree not to use this e-mail facility for any other purpose.*
- 4) *I further agree that you may communicate with me via e-mail about any subject matter related to my Retail Online Banking account or your products and services.*

**9. APPLICABLE/GOVERNING LAW**

*Use of your e-channels as well as all accounts enrolled therein shall be governed and be subject to the applicable provisions of Republic Act No. 8792 (E-Commerce Act), the laws of the Philippines and all applicable rules and regulations of the Bank, the Bangko Sentral ng Pilipinas and the Chamber of Thrift Banks..*

**10. TERMINATION**

- a) *My enrollment in CBS Online shall be effective upon receipt of your confirmation of the enrollment of my account(s) and shall remain in full force and effect until you receive from me a written notice of its termination.*
- b) *However, if my account is closed, dormant, garnished, escheated, or whatever reason, I agree that you may terminate my enrollment without need of prior notice to me.*

**11. SEVERABILITY CLAUSE**

*Should any of the T&Cs herein be held invalid, the legality and enforceability of the remaining T&Cs shall not in any way be affected or impaired.*

**CONSENT TO THE TERMS AND CONDITIONS**

- 1. I understand the terms and conditions detailed herein and the corresponding risks entailed in availing the services in CBS Online.*
- 2. By using CBS Online, I accept and agree to be bound by the T&Cs governing CBS Online, its nature, present and future functionalities and operating features, and to pay any applicable fees associated with the use of the same.*
- 3. I understand that any subsequent enrollment to your CBS Online shall be covered by the same T&Cs.*
- 4. I understand that all the other T&Cs governing the services offered in CBS Online remain in full force and effect.*
- 5. I agree that you may modify, amend, or supplement the T&Cs from time-to-time without prior notice to me. I likewise agree to be bound by any and all laws, rules, regulations and official issuances applicable to CBS Online now existing or which may hereinafter be issued or communicated by you through whatever means, as well as such other T&Cs governing the use of other facilities, benefits, or service which you may make available to me in connection with CBS Online.*
- 6. I also agree that my continued use of CBS Online thereafter shall constitute my acceptance of the modifications and revised T&Cs.*
- 7. I agree that use of CBS Online is at my own risk and I shall assume all risks, errors, omissions and delays incidental to or arising out of the use of CBS Online. I acknowledge that I have understood the T&Cs and the corresponding risks entailed in availing these services from CBS Online."*

**Clarifications:**

*The word "I", signifies the client and his agreeing to the Terms and Conditions of CBS Online and "You" represents the bank.*