



## TERMS AND CONDITIONS

*In this Terms and Conditions, Metropolitan Bank & Trust Company refers to "Metrobank" "us," "we," "our," or "Bank" and "you," "your," "Customer," or "Accountholder/s" refers to you as an Individual or Commercial accountholder of any of our deposit and loan products and/or user of our services and/or facilities.*

1. We may use any of our correspondents/agents to implement the telegraphic transfer payment.
2. We may send any message in explicit language, code, or cipher, consistent with industry practice and we shall not be responsible for any loss, delay, error, omission or mutilation, which may occur in the transmission, or for any misinterpretation.
3. We may refuse a telegraphic transfer if: (a) we believe on reasonable grounds that such might constitute a breach of any law or regulation, such as anti-money laundering and counter-terrorism financing laws; (b) your account balance is insufficient; (c) you provided unclear, false, or erroneous information; or (d) you failed to submit the required additional information or supporting documents. We will notify you of our refusal as soon as practicable.
4. Unless otherwise agreed in writing, the exchange rate to be applied to the transaction shall be the Bank's selling rate at time it receives the funds.
5. In the absence of any specific instructions to the contrary, a telegraphic transfer will be payable in the currency of the country in which payment is to be made. If it is a different currency, it shall be payable using the Bank's correspondent's or agent's buying rate.
6. Unless finally adjudged by a court of competent jurisdiction that we acted in bad faith, gross negligence, or contrary to our fiduciary obligation, we shall not be liable for any loss, claims, damages, or expenses of any kind or nature, arising from or in connection with any delay, interruptions, errors, non-transmission, or refusal in implementing an outgoing telegraphic transfer, in case: (a) you failed to provide the required additional information or supporting documents of the Bank or any regulatory agency, within the prescribed period; (b) of delay or non-performance of our correspondents or agents; or (c) of other factors beyond our reasonable control.
7. The Customer ensures the accuracy and completeness of details provided. The Bank is not liable for delay or rejection of payment due to inaccurate or incomplete information provided in this form.
8. In case of a Foreign Telegraphic Transfer where the country of the Beneficiary Customer differs from the country of the Beneficiary Bank, the Customer is confirming to proceed with the processing of this payment instruction.
9. In case of where the Charge Method is "Remitter" or "Shared", the customer is willing to pay for the possible comeback charges from the beneficiary, intermediary, and/or correspondent bank, on top of the Correspondent Bank Charges already collected upfront for this transaction.
10. We may only grant refund upon (a) submission of your signed written request; and (b) our confirmation of the effective cancellation of the telegraphic transfer. Refund is further subject to our exchange rate and applicable fees and charges. We shall not responsible for any fluctuations in the exchange rate.