

**OPENING OF ACCOUNTS**

A deposit account, hereinafter referred to as the "Account", may be opened subject to the applicant's submission of the documents required by and acceptable to the Bank relative to the opening of account, including the compliance with the minimum client information, per the Bangko Sentral ng Pilipinas ("BSP") regulations and other relevant issuances, and after due verification of the applicant's identity, signature and other pertinent details and other relevant information which the law may require.

All accounts opened with the Bank shall be covered by this Deposit Terms and Conditions ("Agreement").

**ACCEPTANCE OF DEPOSITS**

In receiving items for deposit or collection and in sending items for payment or remittance, the Bank shall act only as the Depositor's collecting or remitting agent assuming no responsibility beyond the exercise of due care. The Bank shall not be liable for any discrepancy in the amount of deposit verified/counted vis-à-vis the amount stated in the deposit slip. Only deposits actually received, verified and counted by the Bank will be credited to the Account.

All items credited are subject to final payment in cash or solvent credit. The Bank shall not be liable for delay or losses in transit; neither shall the Bank be liable for default, criminal acts or negligence of the Depositor's representatives and each representative shall be liable for his/her own fault or negligence.

Deposit of check or item is accepted for collection only and the crediting of the amount of such check/item and withdrawal of the proceeds thereof is conditioned on the clearing of the check/item and actual receipt by the Bank of cleared funds or proceeds thereof.

The Bank is entitled to refuse for deposit, encashment or collection certain items such as but not limited to provincial or foreign checks, stale checks, postdated checks and other similar items, as the Bank may deem appropriate.

Check/item deposits will be available for withdrawal only when cleared. The Depositor guarantees all endorsement appearing on the check/item or lack of endorsement thereof and assumes full responsibility for the correctness, due execution, genuineness and validity of the checks/items deposited. The Bank may immediately charge back or debit any item previously credited to the Account and/or hold funds in the Account if it fails to receive the funds, should subsequently receive notice and proof that any item is invalid by reason of forgery or for any other reason resulting in the Depositor not being entitled to the proceeds thereof or will subject the Bank to liability by reason of its guarantee of prior or lack of endorsement thereon, or for any other justifiable reason as may be determined by the Bank. For this purpose, an affidavit or written complaint of the payee, drawer, endorser or any other party to the instrument attesting to the forgery of any signature or endorsement thereon or to the alteration of any material part thereof or to any fact which puts in question the right of the Depositor to the proceeds, may be considered by the Bank as sufficient proof and notice. The foregoing is without prejudice to the right of the Bank to make its own assessment of the sufficiency of proof to deem the hold out and/or debit of the Account appropriate under the circumstances. If any deposit item is returned or dishonored, it may be claimed from the Bank by the Depositor or his/her duly authorized representative, or it may be transmitted by the Bank by messenger or by mail to the Depositor at his/her last known address as indicated in the Bank's records.

In case of extraordinary fluctuation in the value of the currency in which the deposit is denominated, the provision of Article 1250 of the Civil Code shall not apply.

Should the Bank purchase check(s) presented to the Bank by the Depositor's representation and warranty that it is a holder in due course, full recourse is exercisable against the Depositor. The obligation of the Depositor shall include the amount of the check, interest, penalty and other cost, which may arise from the purchase and return of purchased check, including cost of collection.

**INTEREST**

Savings Accounts, MetroChecking Extra, AccountOne and Earnest Digital Accounts shall earn interest rate at such rate as may be determined by the Bank in accordance with the pertinent regulations/guidelines issued by the BSP. To earn interest, the Depositor must maintain a minimum balance which the Bank shall determine from time to time. Such interest shall be computed based on the actual daily/cleared balance compounded quarterly. No interest shall be paid on the Account which was closed prior to interest posting. All returned checks shall be excluded from interest computation from date of deposit to date of return. Passbook must be presented to the Bank to have the interest entered thereon.

A Regular Current Account does not bear interest.

The foregoing shall be without prejudice to the right of the Bank to determine, from time to time, other type/s of account that may no longer bear interest as the Bank may deem appropriate owing to various market forces.

**DORMANT ACCOUNT**

No interest shall be paid on Accounts which have remained dormant or inactive (i.e., no deposit or withdrawal/encashment) for two (2) years for savings account and one (1) year for current accounts.

In case of checks drawn against a dormant account, the Depositor acknowledges the need to have the dormant account reactivated as a prerequisite for the processing of the check.

A dormant account which is reactivated shall earn interest starting from the date of reactivation.

**SERVICE AND OTHER BANK CHARGES**

The Depositor agrees to maintain the required Average Daily Balance (ADB) for an Account to earn interest. A service charge shall be imposed if an Account falls below the required ADB for two (2) consecutive months.

The Bank may, from time to time, change the required minimum ADB for the various types of Accounts or deposit products as well as the applicable fees, service charges, and penalties. Notices of these changes will be provided to

the Depositor through the Bank's various communication channels, in such form and manner that the Bank deems appropriate and sufficient.

The Account, whether active or dormant, shall be subject to the existing service and maintenance charges as described in the attached **Table of Fees and Charges**. The Bank reserves the right to impose new maintaining balances as well as service and maintenance charges within the limits allowed by law or pertinent regulations. Such charges shall be automatically deducted from the Account and the Bank shall not be liable for the resulting dishonor of checks, drafts, notes or other instruments because of insufficient funds.

In the absence of any written instructions from the Depositor to the contrary, a Spark Savings Account shall be automatically converted into a Regular Savings Account with Debit Card on the Depositor's 22nd birthday. Depositor further acknowledges the different ADB requirements for the Spark Savings Account and a Regular Savings Account.

For ATM transactions denominated in foreign currency, the Bank shall automatically convert all charges and amounts arising therefrom to Philippine Peso using MasterCard's foreign exchange buying/selling rate prevailing on the transaction posting date ("Settlement Currency Amount"). The Settlement Currency Amount represents the amount due to the Bank for its purchase and payment on behalf of the Depositor, of the foreign currency necessary to discharge the charges and amounts due to MasterCard, concerned bank/s and/or foreign merchant affiliate/s. The Settlement Currency Amount may also include the additional fees to cover assessment, service or processing fee/s that may be charged by MasterCard, concerned bank/s and/or foreign merchant affiliate/s. The foregoing shall apply to transactions whether executed in the Philippines or abroad, through POS or online.

**AUTHORITY TO HOLD/DEBIT OR DEACTIVATE THE ACCOUNT**

The Bank is authorized, without notice to or consent from the Depositor, to hold and/or debit the Account for the Bank's disposition in accordance with applicable laws, rules, regulations, principles of equity, or in case of erroneous credit, cancelled remittance, remittance subject of a stop payment request or subject to verification, or fraudulent acts of whatever kind and nature including, but not limited to misrepresentation, submission of false, forged, or misleading documents or information, and similar transactions or if the Bank has reasonable basis to assume that the Account has been or is being used for any unlawful or illegal activity.

Payroll accounts with no payroll credits and other transactions for continuous period of 90 days except for interest payments due may be deactivated without prior notice, and in such case, the Depositor must personally visit his/ her depository branch to request for its reactivation.

In case the Bank receives any information or notice, which it deems sufficient and satisfactory, of any conflict involving the Account and/or funds on deposit, among the Depositors, authorized signatories, officers, directors, shareholders and/or other persons claiming interest, over the same, the Bank may hold the Account and/or funds until it is satisfied that the conflict is resolved or is in receipt of a court order directing the Bank to release the funds in favor of the Depositor/s or to any person designated by the Court and the Bank shall not be liable for the resulting dishonor of checks, drafts, notes or other instruments because of the hold-out and/or debit.

**DEPOSITOR'S CONSENT/AUTHORITY AND WAIVER OF CONFIDENTIALITY/ PRIVACY OF PERSONAL INFORMATION FOR THE BANK'S LEGITIMATE PURPOSES/NEEDS**

In opening any deposit account with the Bank, the Depositor hereby authorizes the Bank, without need of prior notice, to receive, record, use, process, store, disclose, and/or share to any of its affiliates and/or subsidiaries within the Metrobank Group, or its agents, or third parties which provide related services or have contractual obligations with the Bank, or any government agency/regulatory body/branch, which in turn is/are authorized to receive relevant account information/data/opinion pertaining to the Depositor, including but not limited to personal circumstances, privileged information, sensitive personal information, account opening date, account balances and any and all other information pertaining to all Account/s now existing or which may hereafter to be opened, whether or not assigned as collateral, (the "Information"), for the following purposes: (a) to protect the Depositor or the Bank against fraudulent, unauthorized, or illegal transactions; (b) to validate, verify, and/or update the Information and its related documents; (c) to enforce the Bank's rights or to allow it to perform its obligations by reason of any law, rules and regulations, contract, or orders from any court or quasi-judicial and administrative offices; (d) in the prosecution or defense of the Bank or its directors/officers/ employees with regards to disputes or claims pertaining to the products and services of the Bank; (e) in order for the Bank, its affiliates and/or subsidiaries within the Metrobank Group to perform the required customer due diligence and Money-Laundering and Terrorist Financing risk management; and (f) in order for the Bank, its affiliates and/or subsidiaries to offer other products and services to the Depositor, including but not limited to, cross-referencing, cross-selling, and status inquiry, and to generate credit profile, opinion and evaluation.

In granting the above authorities, the Depositor hereby waives his/her rights to confidentiality and privacy of the Information and such other rights as may be provided under Republic Act (RA) No. 1405 (Law on the Secrecy of Bank Deposits), RA No. 6426 (The Foreign Currency Deposit Act), RA No. 8791 (General Banking Law of 2000), RA No. 10173 (The Data Privacy Act of 2012), or all other applicable laws, which may be in conflict with the Bank in carrying out the said authorities.

The Depositor hereby acknowledges that the Information will be processed in accordance with Metrobank's Privacy Policy found on its website.

**AML COMPLIANCE**

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

entities/authorities/bodies.

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

**AUTHORITY TO WITHHOLD, DEBIT, SELL AND/OR SET OFF**

The Bank is hereby authorized to withhold as security for any and all obligations with the Bank, all monies, properties, securities of the Depositor now in or which may hereafter come into the possession or under the control of the Bank, whether left with the Bank for safekeeping or otherwise, or coming into the hands of the Bank in any other way, for so much thereof as will be sufficient to pay any or all obligations incurred by Depositor under the Account or by reason of any other transactions between the same parties now existing or hereafter contracted, and to debit the Account or sell in any public or private sale any of such properties or securities of the Depositor, and to apply the proceeds to the payment of any of the Depositor's obligations.

If and when required by the Bank, the Depositor shall execute a promissory note and/or any other proper document and furnish security for overdrawings by executing a pledge, mortgage or any other collateral document over such properties in an amount sufficient at all times, as determined by the Bank, to secure payment of the obligation incurred herein including interest and penalty.

The Bank is likewise fully authorized to charge to the Account any and all of the Depositor's outstanding obligations to the Bank and to its subsidiaries and affiliates, including loans, interest, penalty, charges and other receivables, whether or not covered by promissory notes or other credit or collateral agreements, and the Bank shall not be liable for the resulting dishonor of checks, drafts, notes or other instruments because of insufficiency of funds.

**LIMITATIONS ON LIABILITY**

The Bank shall not be liable for any loss or damage that may be incurred by the Depositor or any third party for any failure to perform its obligations where such failure is a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil disturbance, war, rebellion, revolution, insurrection, military or usurped power, confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, interruption or failure of electricity or telephone service, technical error or system failure, or any unforeseen event beyond the control of the Bank.

Any Depositor asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the Bank was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The Bank has no obligation and shall not be liable for failure to notify the Depositor of garnishment, attachment or levy of the Account.

The Depositor undertakes to indemnify and hold the Bank, its directors, employees and agents free and harmless from any claim, damage, liability, or suit which may be incurred or suffered in connection with the implementation of the transactions done pursuant to the instruction given by the Depositor relative to his/her Account.

**CHANGE OF ADDRESS**

The Bank should be promptly notified in writing of any change in the address of the Depositor. All correspondence, including but not limited to demand letters, summons, subpoenas or notifications for any judicial or extra-judicial action, or any communications relative to the Account shall be sent to the Depositor in the last known address indicated in the Bank's records. The mere act of sending any correspondence by mail or by messenger to said last known address shall be valid and effective notice to Depositor for all legal purposes and the fact that any communication is not actually received by the Depositor or returned unclaimed to the Bank or that no person was found at the address given or the address cannot be located, shall not relieve Depositor from the effects of such notice.

**CHANGE OF SIGNATORIES (FOR CORPORATE ACCOUNTS)**

It shall be the responsibility of the Depositor to inform the Bank in writing of any changes in its authorized signatories. The Bank has the right to rely upon authorization/resolution/certification indicated in the Bank's records and any and all acts done and transactions made by signatories identified thereat shall be valid, binding and effective upon the Depositor until and unless the Bank has received the original copy of the authorization/ resolution/certification expressly superseding/invalidating the previous one.

**CONFIRMATION OF ACCOUNTS**

At least once a year, the internal auditing staff shall, without need for further confirmation or instructions from the clients, confirm by direct verification with bank clients, the following:

(a) Balances of loans and credit accommodations of borrowers; (b) Deposit account balances particularly new deposit accounts, dormant accounts and

closed accounts; (c) Balances of and/or liabilities arising from Treasury/Trust placements or investments; (d) Outstanding balances of receivables/payables. (e) For Quasi-Banks, collaterals securing said accounts.

**UPDATING OF INFORMATION**

It shall be the responsibility of the Depositor to update all information/ records relative to him/her and his/her Account with the Bank and to submit documents in support thereof. The failure of the Depositor to provide updated information and supporting documents shall be deemed as the Depositor's Confirmation that all the information, documents and records relative to the Depositor and his/her Account which the Bank has on record/ file continues to be current, valid, and effective, and that the Bank has the right to rely thereon, until and unless the Bank receives the required update with supporting documents from the Depositor which are satisfactory to the Bank. The Depositor releases and holds the Bank, its directors, officers, staff, representative and/or agent, free and harmless from any liabilities, suits, actions, losses, and/or damages that may arise out of such reliance. The Depositor's refusal to provide updated information when required by the Bank shall be considered as mishandling the account.

All particulars, data, information and documents which the Depositor has provided or submitted to the Bank are complete, accurate and true to his/her best knowledge and he/she shall immediately notify the Bank in writing of any changes thereto.

**CLOSING OF ACCOUNTS**

The Depositor hereby acknowledges the right of the Bank to close the Account, without need of prior notice, in case the Account is mishandled, the Depositor misrepresented matters concerning his/her identity, nature of business and/or any other pertinent information, the Account is used for illegal activities, the Account balance is zero for at least ninety (90) days, closure is required by law or regulation, or due to any reason where the continuation of the Account is not in the best interest of the Bank,

In the event that the Account is closed due to mishandling, the Depositor authorizes the Bank to report such closure and the reason(s) therefor to the Bankers Association of the Philippines (BAP), to any central monitoring entity established by the BAP, or any government entity as may be required by the law, to keep record of and monitor all mishandled Accounts. Furthermore, the Bank shall impose an Early Closure Fee in the event that the account is closed within 30 days from the date of account opening.

The Depositor agrees to hold the Bank and its officers and employees free and harmless from any and all liabilities, claims and demands of whatever kind or nature in connection with or arising from (a) the closure of the Account; (b) the dishonor of any check; and/or (c) the reporting by the Bank of the dishonor of any check or the closing of the Account and the reason(s) therefor to the BAP or to any central monitoring entity established by the BAP.

In such an event, the Bank shall issue a cashier's check for the balance of the Account. The Bank shall send by registered mail to the Depositor at his/her last known address indicated in the Bank's records, the notice of closure of the Account with a request for the Depositor to obtain from the Bank the cashier's check representing the balance of the Account, if any, and to return to the Bank the passbook, the ATM card and/or all unused checks in his/her possession.

However, in case of a Bank-initiated closure due to, but not limited to, opening of fictitious account, submission of falsified/fake documents, misrepresentation, etc., the Bank shall be entitled to hold the release of the funds unless and until the Depositor has submitted valid, legal and acceptable documents proving that he is entitled to the funds in the closed account.

**ATTORNEY'S FEE**

In the event the Bank is compelled to institute judicial or extrajudicial action or proceeding to enforce collection of the indebtedness or liability arising hereunder or to protect its interest herein, the Depositor agrees to pay the Bank an additional sum equivalent to 10% of the total amount due, including accrued interests and penalties, as attorney's fees, which in no case shall be less than PESOS: TWENTY THOUSAND (P20,000.00), plus cost of suit. In the event that the Bank is able to collect the indebtedness or liability arising hereunder or protect its interest, without filing any judicial or extrajudicial action, the Depositor undertakes to reimburse the Bank for whatever expenses it may have incurred.

**VENUE**

The Depositor irrevocably consents that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted at the option of the Bank in any competent court in Makati City. The foregoing, however, shall not limit or be construed to limit the right of the Bank to commence proceedings against the Depositor in any other proper venue.

**CONSENT TO THE TERMS AND CONDITIONS, AMENDMENTS AND OTHER RULES**

The Bank reserves the right to change, amend, supplement or modify any of the terms and conditions herein. By opening, maintaining and/or using the Account, Facility or any of the Bank's services, including the subsequent opening of a new Account or application of another Facility or Bank services, the Depositor accepts and agrees to be bound by the Agreement and all terms and conditions governing it, including any change, amendment, supplement or modification thereto.

Should the Depositor not agree with the new/revise/modifed Deposit Terms and Conditions, he may terminate the Agreement without the applicable penalty; provided such right is exercised within thirty (30) days from notice, either through an individual notice or issuance of public notice.

In case of conflict between the provisions of this Agreement and the terms and conditions specifically applicable to any particular Account product, the latter shall prevail.

In all cases not specifically provided herein or in any written agreement/ contract between the Bank and the Depositor, the usual customs and procedures practiced by banks in the Philippines shall govern all transactions between the Bank and the Depositor with regard to the Account. The Account is also subject to such laws, rules, issuances and/or regulations as may be imposed by the Bangko Sentral ng Pilipinas, the Bankers

Association of the Philippines and the Philippine Clearing House Corporation, and other regulatory bodies of the government, relative to the establishment and operation of the Account or usage of any of the Bank's Facility or Bank services, to which the Depositor fully agrees to be bound thereby.

**ATM ACCOUNT**

The Depositor acknowledges that the Automated Teller Machine Card ("ATM Card") and Debit Card are properties of the Bank. The Depositor, upon demand, shall return the ATM and/or Debit Card to the Bank for cancellation in case the Depositor no longer maintains the Account covered by the ATM and/or Debit Card, said Account has been closed, or if the ATM and/or Debit Card is cancelled by the Bank for any reason whatsoever. It is agreed and understood that the Bank has absolute discretion to cancel the ATM and/or Debit Card and its services for whatever reason it may deem fit.

The Depositor also agrees that, under reasonable circumstances, the Bank may, at its discretion, retain/hold/block the ATM and/or Debit Card automatically at any time, without notice to the Depositor.

For his/her protection, the Depositor should NOT disclose to any person his/her Personal Identification Number (PIN).

The Depositor shall in all circumstances assume full responsibility for all transactions processed by the use of the ATM and/or Debit Card, whether or not processed with the Depositor's knowledge or authority.

The Depositor can make deposits through the Cash Accept Machine (CAM) which performs real-time cash deposits to ATM accounts and Prepaid Card. The Depositor agrees that the transaction record issued automatically by the CAM at the time of the deposit transaction represents what the Depositor purports to have deposited.

The Bank shall have the right to impose a limit to the amount that can be withdrawn through the ATM and/or Debit Card transactions, notwithstanding the sufficiency of balance of the Depositor.

In case the ATM and/or Debit Card is lost or stolen, the Depositor shall immediately report this to the Bank's Call Center at (02) 8-700-700. Prior to such report, all transactions made by the use of the lost/stolen ATM and/or Debit Card shall be deemed conclusively binding upon the Depositor, and Metrobank will not be liable for any loss or damage incurred by the Depositor.

The Bank shall not be liable for failure of the Depositor to transact or withdraw funds through the ATM when the Bank is under off-line status.

The use of the ATM and/or Debit Card may utilize the facilities and/or network of MasterCard and BancNet (and/or other local and international networks). Hence, the use of the ATM and/or Debit Card shall be subject to the terms and conditions entered into by the Bank with MasterCard and BancNet (and/or other local and international networks).

**JOINT ACCOUNT ("AND" ACCOUNT)**

The Bank requires the signature of all the Joint Depositors in a withdrawal transaction; in any voluntary lien/encumbrance arrangement; in an endorsement for deposit, payment, encashment or collection, of any and all checks, drafts, notes or other instruments ("instruments") for the payment of money; or in a closure of the Account ("Transactions").

Notwithstanding the foregoing, all the Joint Depositors may agree in writing to authorize two (2) or more of them or any other specific group/ combination among the Joint Depositors, to sign on behalf of all the Joint Depositors relative to the Transactions, through the submission of requirements which the Bank may impose in connection therewith. In this regard, the written agreement/instruction of the Joint Depositors relative to the authorized signatories to their Account may be revoked only by notice in writing signed by ALL of the Joint Depositors, delivered to and actually received by the BANK. In any case, voluntary closure of the Account shall be allowed only upon written consent of all the Joint Depositors.

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

Should any or all of the Depositors die during the effectivity of the Account, the Bank shall be promptly notified thereof in writing and the outstanding balance of the Account at the time of such death shall be disposed of in accordance with the rules on co-ownership and subject to the requirements imposed by the Bank and other applicable laws and regulations relative to such disposition. Unless a different sharing among the Depositors exists, each of the Depositors is presumed under the rules on co-ownership to own an equal share of the amount credited to the Account; and, in case of the death of any of the Depositors, the deceased depositor shall be replaced by his/her estate(s).

**JOINT AND SEVERAL (SOLIDARY) ACCOUNT ("OR" ACCOUNT)**

The Bank requires the signature of any one of the Depositors as joint and several creditors in any withdrawal transaction; in any voluntary lien/ encumbrance arrangement; in an endorsement for deposit, payment, encashment or collection of any and all checks, drafts, notes or other instruments ("instruments") for the payment of money, payable or purporting to belong to any one or all of the Depositors jointly and severally; or in the closure of the Account.

No instruction for change in account ownership of the Joint "OR" account or reclassification of the Joint "OR" account to Joint "AND" account shall be effected unless in writing and signed by ALL of the Depositors. All other transactions/instructions/requests on the Joint "OR" account may be done/made by any one of the Depositors.

Should any of the depositors die during the effectivity of the account, the surviving depositor(s) can withdraw the funds on deposit subject to the submission of the Bank's documentary requirements and the payment of the applicable tax.

In case of simultaneous death of all of the Depositors, the funds on deposit shall be governed by the rules on co-ownership and shall be withdrawn by

the joint signatures of the executors, administrators or legal heirs/representatives of the estate of the Depositors, and after compliance with such requirements as the Bank may require.

**TIME DEPOSIT**

Depositor fully agrees with the placement of its funds to a Time Deposit with terms and conditions indicated in the Time Deposit – Confirmation Advice (TD-CA), which shall contain, among others, the principal, term, settlement account, and interest rate. The TD-CA shall be fully binding upon the Depositor whether a copy of the same was received or not. Upon maturity or pre-termination, the presentation of the TD-CA is not needed. Possession of the same shall not be deemed as proof of non- payment of the proceeds thereof.

Upon TD placement, the Depositor shall designate a settlement account where the proceeds of the TD will be credited upon maturity or pre-termination. Maturity dates falling on a non-banking day shall be moved to the following banking day. Additional placements and partial withdrawal shall be accepted only on each maturity date.

Upon maturity, unless otherwise instructed in writing by the Depositor, the Bank shall automatically renew the principal amount and net interest under the same terms as stated herein and in the TD-CA at the Bank's interest rate then prevailing at each renewal.

In case of pre-termination, the following penalties shall apply: i. 75% of the agreed/applicable interest rate earned, if pre-termination occurs during the first half of the agreed term; ii. 50% of the agreed/applicable interest rate earned, if the pre-termination occurs during the second half of the agreed term.

The Bank shall have the discretion to terminate the TD in case the Depositor could no longer be located or contacted, in which case, the provisions on closing of account provided herein shall apply.

**STOP PAYMENT ORDERS**

No stop payment order (SPO) or renewal or revocation thereof shall bind the Bank or be valid unless:

- made in writing served and delivered directly to the handling Account Officer/ Relationship Manager, Branch Operations Officer, or Branch Head of the depository branch;
- the check(s) subject of the SPO is/are described and specified correctly in all particulars; and
- an affidavit of loss is submitted in case of loss of check/s.

The service or delivery of a stop payment order or renewal or revocation thereof delivered to the Head Office or to a particular branch of the Bank shall not constitute notice, actual or constructive, to any other office or branch. The Depositor agrees to indemnify and hold the Bank harmless for all damages, expenses and costs incurred in refusing payment of the subject check/s. Further, the Depositor agrees not to hold the Bank liable on account of payment contrary to the stop payment order, or on account of non-payment contrary to the revocation of the order to stop payment, or if by reason of the aforesaid payment other items drawn by the Depositor are returned for insufficiency of funds, if any of the foregoing proceeded from mere inadvertence, accident or oversight. A drawer/ maker of a check(s) subject of a stop payment is not excused from compliance with the provisions of Batas Pambansa Blg. 22.

**STATEMENT OF ACCOUNT**

Since the Depositor has direct control over his/her account, he/she has the duty to know and be aware of each and every transaction made or service rendered thereon. In connection therewith, the Depositor acknowledges his/her obligations to regularly check his/her account, to ensure that he/she receives and/or secures the statements of account.

(SOA) and/or transaction records issued or to be issued by the Bank relative to his/her account, to review the said SOA and/or transaction records, and to inform the Bank in writing of the exceptions/protest thereto within thirty (30) days from the statement date; otherwise, the Depositor shall be deemed to have accepted the correctness of the SOA and the transactions therein and deem conclusive and binding upon him/her. The Bank shall prepare an itemized statement of account for Regular Checking Account.

The SOA shall be sent to the Depositor's last known or given address via mail or other means available to the Bank, unless otherwise instructed by the Depositor in writing that the same shall be picked-up from the depository branch. In case the SOA is sent to the Depositor via mail or other means available to the Bank, the Bank shall not be liable if the said SOA is lost in transit or fall into the wrong hands.

Should the Depositor fail to receive the SOA within twenty-five (25) days from statement date, the Depositor must inform the Bank of his/her non-receipt thereof and secure a copy of the SOA from his/her depository branch. The Depositor shall review the SOA and notify the Bank in writing of any exception/protest thereto within 30 days from the statement date; otherwise, the Depositor shall be deemed to have accepted the correctness of the SOA.

The Depositor holds the Bank free and harmless from any and all damages and/or losses that he/she may incur or have incurred, as well as from any and all liabilities that may arise as a result of the Depositor's negligence and/or failure to secure and review his/her SOA and/or transaction records and to inform the Bank of the exceptions/protest thereto within the period provided thereof.

**PAYROLL ACCOUNT**

The Depositor authorizes the Bank to provide the information (i.e., Payroll Account Name, Account Number, etc.) to his/her employer relative to his/her Payroll Account which was opened pursuant to the Payroll Agreement between the Bank and his/her employer to allow the employer to disburse the salaries of the Depositor to his/her Payroll Account.

The Depositor authorizes the Bank to reclassify his/her Payroll Account as Regular Deposit Account if the account has no payroll credit for a period of one hundred eighty (180) days. Further, the Depositor agrees that the reclassification of the Payroll Account is governed by the terms and conditions of the Bank and thus, the Bank is freed and absolved from any and all liabilities, claims and/or damages which may arise by reason of the reclassification of the Account.

**OVERSEAS FILIPINO WORKERS (OFW) ACCOUNTS**

The Depositor authorizes the Bank to reclassify his/her OFW Account to a Regular Deposit Account if the account does not receive a foreign inward remittance for a period of one (1) year.

**MINOR OR LEGALLY INCAPACITATED DEPOSITOR**

In case the Depositor is a minor or legally incapacitated, the parents, legal guardian, or any other person exercising parental authority over him/her, confirms that they have read, understood and are bound by this Agreement and to the extent possible, have educated the minor or the legally incapacitated Depositor on the proper use and operation of his/her Account/s, products, and facilities with the Bank. The parent or guardian shall be principally liable for the acts of their minor child or legally incapacitated Depositor, and as such, shall hold the Bank free and harmless and indemnify the Bank against any claims, suits and damages, arising from or in connection with the use and management of the Account/s, products and facilities owned by the minor or for the benefit of the legally incapacitated Depositor.

The parent or guardian who opened the ITF Account, acknowledges and agrees that the minor or the legally incapacitated Depositor is the true owner of the funds in the ITF Account and that s/he is merely holding and operating the ITF Account for the benefit of the beneficiary.

When the minor reaches eighteen (18) years old, the Fun Savers Club (FSC) Account shall automatically be converted to a Regular Savings Account and the FSC-ITF to a Regular Savings Account-ITF.

To convert a Regular Savings- ITF Account to a Regular Savings Account, the beneficiary who is at least eighteen (18) years old, should personally request the conversion. The parent or guardian who opened the account may convert the FSC-ITF Account to an FSC Account if the beneficiary is at least 7 years old.

In all cases, the Bank reserves the right to put a hold on the ITF Account for failure to update account records and may upon notice, classify said account as dormant, upon the lapse of a reasonable time determined by the Bank.

**ELECTRONIC BANKING SERVICES****Nature of Facility**

The Depositor acknowledges that the Bank's Electronic Banking Services, including ATM, Internet Banking (MetrobankDirect Mobile, MetrobankDirect Personal, Metrobank Online, and Metrobank Business Online Solutions), Phone or Mobile Banking, or any other service electronically provided by the Bank, hereinafter, individually and/or collectively referred to as the "Facility", is a privilege which may be availed of for as long as it is offered by Metropolitan Bank & Trust Company ("Metrobank" or "Bank") and provided that the Depositor continue to be qualified to avail of the Facility under Metrobank's terms and conditions.

"Account Code" refers to the ATM Personal Identification Number (ATM PIN) for Metrobank ATM/Debit Card; Customer ID/Username and Password for MetrobankDirect, Metrobank Mobile Banking and Metrobank Online; One Time Password (OTP) for MetrobankDirect and Metrobank Mobile Banking; Password for Metrobank Online; and Security Questions and Answers for MetrobankDirect.

While the Facility is available 24 hours a day, some or all of the services may not be available at certain times due to maintenance, computer, telecommunications, electrical, network failure and/or any other reasons beyond the Bank's control.

The Bank may, at any time and without notice, suspend or terminate the access to eChannels should the Depositor's account be identified as involved in any actual, suspected or alleged fraudulent/suspicious transaction/activity/ies or if the Bank perceives that continued access may expose it to any financial, operational, legal, reputational or other risks, or Depositor fails to comply with the Bank's instructions or with any of its obligations under this Agreement.

**Proprietary Interest**

The Bank is the sole owner of all the information and materials (including any enhancements or modifications) used in, or derived from, providing the Depositor with the Facility

The Depositor recognizes the Bank's proprietary interest in the Facility and agrees that:

The Facility shall be used only for its intended purpose. The Depositor shall not disassemble, decompile, copy, modify or reverse engineer the software or allow anyone else to do so.

Any information relating to the use of the Facility, except those which are of public knowledge, shall not be disclosed to any other party.

The Facility shall not be used for remittance/door-to-door operations.

**Security**

The Bank shall use reasonable efforts to ensure that the Facility is secured and cannot be accessed by unauthorized third parties. However, the Bank does not warrant the security, secrecy or confidentiality of any information transmitted through any network system, or such other equivalent system in any jurisdiction.

The Depositor is deemed to have sole access to his/her accounts through the Facility.

The Depositor's ATM number and Account Code are strictly confidential. For security reasons, he shall take the necessary steps to prevent the discovery of his/her Account Code or Account Information by any unauthorized person, including but not limited to the change of his/her password and/or PIN regularly. It is strongly suggested that the password and/or PIN must not relate to any readily accessible personal data such as name, birth date, address or phone number; or an obvious combination of letters and numbers, including sequential numbers (e.g., 123456).

The Depositor shall be absolutely prohibited from disclosing, giving or making available to any person for use under any circumstances, his/her Account Code or Account information. The Bank shall not be liable for breach of this obligation by the Depositor.

The Depositor shall notify the Bank immediately upon receipt of any data or information through the Facility which is not intended for the Depositor and, when possible, shall delete such data or information from his/her phone/terminal immediately. The Depositor shall ensure the strict confidentiality of such information.

The Bank may terminate access to the Facility should the wrong ATM PIN, password, OTP, and/or incorrect response to Security Questions be made at such frequency that the Bank may deem appropriate. The Depositor shall request for new Account Codes at his/her depository branch or call the Bank's Contact Center.

**Limit on Liability on the Use of the Facility**

The Bank reserves the right to determine the scope of the Facility, set or change the daily cut-off time, modify, restrict, withdraw, cancel, disconnect, deactivate, suspend, discontinue or terminate any or all services without prior notice to the Depositor.

The Bank shall not be liable to the Depositor for his/her inability to use the Facility, for unauthorized actions or transactions using his/her Account Code or for any other cause beyond the Bank's control, such as but not limited to, (i) problems due to his/her wireless service provider or telecommunications network; (ii) jail breaking, rooting or any other modifications, alterations, conversions and/or changes made in the mobile device; and/or (iii) the installation and/or the presence of malicious software (including malware, viruses and/or bugs) on his/her mobile device and/or computer.

The Depositor shall ensure that his/her mobile phone service provider supports SMS and that his/her mobile phone is capable of receiving SMS. The Bank is not liable if the Depositor does not receive the SMS due to the failure of his/her service provider/mobile phone.

The Depositor shall provide the Bank with a correct and operational e-mail address and mobile number. The Bank shall not be liable for any undelivered e-mail communication or any cost that the Depositor may incur for maintaining an internet access and telecommunications service.

The Depositor shall promptly notify the Bank of any change in his/her email address, contact numbers, home or business address or any other information which may affect communication between the parties.

The Bank shall not be liable for any loss or damage in connection with any unauthorized interception or use of data relating to the Depositor or to his/her account(s), including misrouting thereof.

The Depositor authorizes the Bank to act upon any instruction(s) which is identified by the use of the Depositor's Account Code. The Bank shall act only on those instructions sent through the Facility which are actually received and the Depositor agrees that the Bank does not assume any responsibility for malfunctions in the communication facilities not under the Bank's control that may affect the timeliness or accuracy of the instructions sent. Upon the Bank's receipt of the Depositor's instruction(s), the Bank may implement it at the Bank's absolute discretion. The Bank shall treat and consider as valid and binding on the Depositor any instruction given by or agreement made through the Facility by any person using the Depositor's Account Code, including without limitation, any transfer to a third-party account maintained with the Bank.

Except for verification of the Account Code, the Bank shall not be obliged to further investigate the authority of the person sending the instructions nor verify the authenticity, accuracy or completeness of such instructions. Such instructions shall be deemed correct, complete, irrevocable and binding upon the Depositor upon the Bank's receipt thereof. The Depositor accepts full responsibility for all transactions executed through the Facility and in particular, in ensuring the accuracy and completeness of his/her instructions.

The Bank shall be entitled but not obliged to verify any instructions given through the use of the Depositor's Account Code by e-mail, telephone or any other means.

The Depositor agrees that the Bank may, without notice and without stating the reason therefor, cancel or refuse to execute any of the Depositor's instructions at any time without incurring any liability.

The Depositor shall be solely liable for any losses or damages that s/he may incur:

- for any discrepancies, omissions, inaccuracies or incorrect entries in his/her statement that s/he did not immediately report to the Bank
- if s/he acted fraudulently or negligently, including his/her failure to properly safeguard his/her Account Code;
- if s/he failed to immediately report any unauthorized transaction(s);
- if for some reason and without willful misconduct or gross negligence on the Bank's part, his/her bills remain unpaid and the biller discontinues/cancels his/her coverage; or
- if his/her instruction is not implemented and he fails to promptly report it to the Bank.

The Bank reserves the right to suspend the Depositor's access to the Facility without prior notice due to mishandling of accounts as defined by the Bank's standard operating procedures or in case of breach of the terms of this Agreement, if in the Bank's judgment, the Depositor continued access to the Facility may adversely affect the credibility/security of the system. While such suspension may be temporary, the Bank reserves the right to permanently terminate the Depositor access to the Facility.

In case of future-dated transactions, the Depositor shall verify if the same has been implemented by MetrobankDirect, Metrobank Mobile Banking or Metrobank Online. If not, the Depositor shall notify the Bank immediately.

**CUSTOMER COMPLAINTS**

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

24x7 Customer Hotline	:	(632) 88700-700
24x7 Domestic Toll-free No	:	1-800-1888-5775
Email	:	customercare@metrobank.com.ph

The Bank shall then conduct an investigation in accordance with its established procedures and shall notify the depositor of its findings. The findings of the Bank shall be final and conclusive.

Regulated by Bangko Sentral ng Pilipinas, Tel. No. (02) 8-708-7087

Email Address: consumeraffairs@bsp.gov.ph  
www.bsp.gov.ph

**SMS, E-MAIL AND ELECTRONIC ALERTS**

The Depositor hereby agrees that the Bank may send or communicate with him/her via text messages (SMS) through his/her SMS-enabled mobile phone, e-mail messages and/or other electronic alerts, specific prompts, reminders, transactional confirmation and/or notices from time-to-time concerning matters relating to his/her Account by the use of any mobile number and/or e-mail address which he provided the Bank (Electronic Notification Facility). By providing the Bank with his/her mobile number and/or e-mail address, the Depositor hereby agrees to have all the accounts under his/her name be enrolled under this Electronic Notification Facility. The Depositor hereby acknowledges and accepts that each SMS or e-mail may be sent to him/her without being encrypted and may include his/her name and information pertaining to his/her Account(s). Likewise, the Depositor fully understands that in communicating to him/her through SMS/E-mail, the Bank will, in no case, ask from him/her any information about his/her Account(s). It is his/her responsibility to ensure the security of his/her mobile phone as well as his/her personal e-mail address and he hereby holds free and harmless the Bank, its subsidiaries and affiliates, as well as any of its officers, directors and employees against any and all losses, claims, damages, penalties, liabilities, choses 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 person other than the Depositor. The absence of a written notice to the contrary shall be deemed by the Bank as a continuing consent to be enrolled under the Electronic Notification Facility.

If enrolled in the notification facilities, any change in mobile number and email address shall be considered as an update.

**ELECTRONIC SIGNATURE**

For certain Deposit products, the Bank may require the Depositor to provide his/her electronic signature. By selecting buttons with "I accept," "I agree" or any words with similar import, Depositor agrees that s/he is signing such agreement with the Bank electronically. Depositor further accepts that his/her electronic signature is the legal equivalent of his/her actual or handwritten signature. Any such document or agreement with the Depositor's electronic signature is an electronic document, which is valid and binding against the Depositor. Depositor further agrees that since the Bank has internal authentication processes in place, no certification authority or third-party verification is necessary to validate or enforce his/her electronic signature.

**LIABILITY ON DEPOSITOR'S IDENTITY THEFT**

The Depositor acknowledges that Metrobank's official website is www.metrobank.com.ph. The Depositor further recognizes that the official website URL for Metrobank's various online facilities can be accessed and verified in Metrobank's official website.

The Depositor understands that his/her account may be compromised through identity theft (i.e., phishing/pharming/vishing/smishing, etc.) that will enable unauthorized person(s) to withdraw money/transfer fund from his/her Account or purchase goods/services using his/her Account or ATM card information resulting to identity theft. The Depositor acknowledges his/her indispensable role in securing his/her account and protecting himself/herself from becoming a victim of identity theft. In view thereof, the Depositor undertakes not to disclose to anyone his/her Account Information and Personally Identifiable Information (PII), such as, but not limited to, his/her Customer ID, username, Password, One-Time Password (OTP), ATM PIN, Card Verification Value (CVV), Passcode/Account Code, Security Questions and Answers, card number, mobile number, email address, birthdate, mother's maiden name, etc., through any but not limited to the following means:

- Response sourced through social media platforms such as facebook, messenger, instagram, etc., to an e-mail, SMS or phone call requesting him/her to divulge account or personal information obtained via a spoof or fake Metrobank website, with or without the Depositor's participation. Transactions caused by using the Account Information shall be final and binding against the Depositor.
- Use of public wifi, e-mail or internet facility (other than the secured Metrobank website www.metrobank.com.ph) that has a virus/malware infection which directs the user to a fraudulent website despite typing in a correct and legitimate website address and through which Account or personal information has been provided.

The Depositor agrees that he/she should be held wholly and solely liable for any and all transactions from his/her account resulting from identity theft including compromised third party accounts linked to his/her Metrobank account. The Depositor is solely responsible for any loss arising from the unauthorized usage or disclosure of Account Information, with or without his/her participation or in any case he/she has acted in error, fraudulently, negligently or failed to comply with the security checklist/guidelines of the Bank.

In cases where the Bank has reason to believe that the MetrobankDirect, Metrobank Online, Metrobank Mobile App, other Metrobank online facility Account and/or ATM Card has been compromised, the Depositor recognizes the right of the Bank to immediately delete the MetrobankDirect, Metrobank Online, Metrobank Mobile App, or any other Metrobank online facility Account (subject for reenrollment) and/or block the ATM Card without prior notice to prevent the unauthorized or fraudulent use of the same. The Depositor further authorizes the Bank to disclose Account information to any appropriate judicial, law enforcement or government agency without prior notice for purposes of prosecuting, filing action or taking any legal remedies available under the law to protect the Depositor and/or the Bank.