

PART A

GENERAL BANKING TERMS AND CONDITIONS

Guided by our Terms of Engagement, this General Banking Terms and Conditions ("GBTC") covers all your transactions and relationship with Metropolitan Bank & Trust Company. When you avail of, own, and/or use a Metrobank account, deposit, loan, product, service, or digital channel ("Accounts, Channels, or Services"), you agree to this GBTC. This GBTC will supersede Metrobank's most recent Deposit Terms and Conditions and will be complemented by the applicable agreement governing the Accounts, Channels, or Services or the Product Terms and Conditions ("PTC"). The relevant agreements for the Accounts, Channels, or Services will be provided to you before you choose to avail of them.

Metrobank may update this GBTC or the PTC as the need arises. We will notify you of any amendments through the appropriate communication channels at least (60) days before implementing the changes unless the Bangko Sentral ng Pilipinas (BSP), applicable law, rules, or regulations prescribe a different period. In addition, you should regularly check our website, <https://www.metrobank.com.ph>, for the latest version of this GBTC or the applicable PTC and any announcements related to the Accounts, Channels, or Services. Your continued use of Metrobank's Accounts, Channels, or Services shall also mean your acceptance of the amended GBTC or the applicable PTC. However, if you do not agree to the changes or fail to receive any notice, you may terminate this GBTC or the relevant PTC.

Please carefully read and understand this GBTC and the relevant PTC, and let us know if you have questions or concerns. Moreover, please note that this GBTC does not contain an exhaustive list of our regulations for the Accounts, Channels, and Services.

In this GBTC and the relevant PTC, Metropolitan Bank & Trust Co. refers to "Metrobank," "us," "we," "our," or "Bank." On the other hand, you, as an individual or legal entity recognized under law, who is an accountholder or user of the Accounts, Channels, or Services, will be referred to as "you," "your," "Customer," or "Accountholder/s" and includes your heirs, successors and permitted assigns or authorized representatives.

1 Our expectations. You represent, warrant, and undertake at all times that:

1.1 As a Metrobank Customer—

- (a) any information or document you disclose or submit will be accurate, complete, genuine, and up-to-date, and you will immediately notify us of any changes to it;
- (b) you will conduct your transactions with due regard to Metrobank's and your reputation, and as such, you will not commit any act that might harm our image or reflect negatively upon us or our banking relationship;
- (c) your transactions will always be based on the information (including your source of wealth or funds) provided in your documents during onboarding, enrolment, or updating;
- (d) you will comply with our reasonable instructions and procedures concerning the use of the Accounts, Channels, or Services;
- (e) the Accounts, Channels, or Services will be used for their intended and lawful purposes, as declared during onboarding,

enrolment, or updating with us, and it must only be for your exclusive use, control, and benefit;

- (f) you will ensure the proper recording, monitoring, and reconciliation of your Accounts with us;
- (g) you will safeguard the security, integrity, and confidentiality of your personal data and any information on the Accounts, Channels, or Services;
- (h) you will immediately inform us of any error or suspicion of fraud or illegality relating to the Accounts, Channels, or Service; and/or
- (i) you will notify us of any material change in your circumstances, assets, liabilities, financial conditions, or other conditions which may negatively affect your ability to comply with your obligations to us.

1.2 In addition to Section 1.1 above, if you are a sole proprietor, a juridical person or a legal entity such as a corporation or partnership, you represent, warrant, and undertake at all times that:

- (a) you are legally registered or organized and in good standing under Philippine laws or your place of incorporation or organization;
- (b) you have all the required licenses, permits, and approvals to operate your business in the Philippines and fulfill with your obligations to us;
- (c) your purpose is to generate profit from legitimate activities, contribute to the common good, or pursue other legally permitted objectives;
- (d) there are no beneficial owners other than those you have disclosed to us;
- (e) the acts of your authorized signatories or representatives based on our records will be legally binding on you;
- (f) your transactions with us are always consistent with your Articles of Incorporation (or the equivalent document), as well as any applicable laws and regulations;
- (g) you will maintain effective corporate housekeeping, conduct regular financial monitoring and reconciliation, and ensure the implementation of proper governance policies; and/or
- (h) you have policies, processes and training to provide adequate controls to detect and prevent money laundering or any unauthorized, fraudulent, or unlawful use of your Accounts, Channels, and/or Services.

2 The Accounts, Channels, and Service

2.1 Choosing the Accounts, Channels, or Services that fit your needs.

- (a) We are committed to providing clear, accurate, and transparent information to help you choose the right Account, Channel, or Service. Based on your provided information, we may also suggest the Account, Channel, or Service appropriate for your financial needs. Thus, it is crucial for you to disclose sufficient and correct information on your financial knowledge and requirements. Ultimately, however, you are responsible for choosing the most suitable Account, Channel, or Service for you.

- (b) Thoroughly read and understand any information in the applicable PTC, such as key features, benefits, requirements, interests, fees, penalties, risk-return, and eligibility related to the Accounts, Channels, and/or Services you wish to avail of. Every so often, we may modify the PTC, including the interests, fees, charges, and penalties, subject to prior notice required under existing regulations. If you do not agree with the changes or fail to receive any notice of the change, you may close or terminate the use of the relevant Account, Channel, or Service, subject to the terms of the PTC.
- (c) Assess whether you will be subject to any legal, regulatory, or tax obligation, as well as your suitability or profitability on any transaction associated with any of the Accounts, Channels, and/or Services you wish to avail. If you need additional information to make a sound decision, do not hesitate to let us know.
- (d) You should also study any associated risks on the Account, Channel, or Service to ensure you can manage them properly. By choosing our Accounts, Channels, or Services, you declare that you have understood and accepted any risks that we have fully disclosed, and you will do your share in handling and mitigating such risks. In addition, you have considered the possible repercussions in case of your non-compliance with your obligations and the actions and remedies we may take if you default on your obligations to us.
- (e) As may be appropriate, we will provide you with a "cooling-off" period required under regulations. During this period, you may terminate such Account, Channel, or Service without penalty, subject to your compliance with our policies and payment of reasonable costs.

2.2 Opening an Account and applying for a Channel or Service

- (a) We will ask for your information and documents to understand your financial needs better and comply with our Know-Your-Client (KYC) obligations. You are responsible for ensuring that these will be sufficient and correct.
- (b) You should submit all the required information and documents and comply with our requirements for the specific Account, Channel, or Service you wish to avail from us. This includes, among others, providing sufficient and correct information on your identity or others' authority to act on your behalf.
- (c) Different eligibility criteria exist for our Accounts, Channels, and Services. We reserve the right to refuse your application if (i) you do not meet our requirements; (ii) we fail to complete our KYC due diligence; or (iii) we have reason to believe that it might cause us to breach any applicable law, regulations, or our policies.
- (d) As a responsible Bank, we abide by the consumer protection standards in evaluating your application. We also consider various aspects, such as your suitability and prevention of over-indebtedness, among other factors.
- (e) We will endeavor to provide you with sufficient notice under the circumstances. However, unless applicable law or regulation requires, we are not obligated to disclose our basis for denying your application. Rest assured, however, that we have reasonable grounds for refusing an application that complies

with BSP Circular No. 1160, specifically on the fair treatment of consumers.

3 Authenticating your transactions or instructions

- 3.1 We may, at our sole option, authenticate or confirm your identity, instructions, or transactions through any of the following means:
 - (a) call back or video-conferencing;
 - (b) unique transaction codes, software tokens, or Personal Identification Numbers (PIN) of any kind;
 - (c) electronic or digital signatures;
 - (d) fingerprint, facial recognition, or other biometric modalities;
 - (e) signature verification; and/or
 - (f) any other available security or authentication method we deem appropriate.
- 3.2 By selecting or clicking icons or boxes with "I accept," "I agree," "Confirm," "Authorize," "Approve," or any words with similar import or affixing your electronic or digital signature, you agree that you are indicating your consent or signing on such document, instructions, or agreement with us electronically. You further accept that your electronic or digital signature is the legal equivalent of your wet ink signature.
- 3.3 If you use an electronic or digital signature, biometric modalities such as fingerprint or facial recognition, or unique transaction codes to authenticate your instruction, you confirm that only you can access your email and mobile or other devices. You are also responsible for providing the correct email address and mobile number and safeguarding these to prevent any unauthorized transactions. We assume all transactions or instructions completed using your authenticated electronic or digital signature, biometric modalities or unique transaction codes were authorized and binding against you.
- 3.4 Any document with your electronic or digital signature is an electronic or digital document that is binding against you. You also confirm that since we have an authentication process, there is no need for any certification authority or third-party verification to validate or enforce your electronic or digital signature.

4 Processing your transactions

- 4.1 All your transactions will be processed through our branches and/or official Channels. However, we have the right to suspend the implementation, decline, revoke or cancel your request or instructions, if:
 - (a) based on reasonable grounds, we think your request or instruction is vague, conflicting, incorrect, unauthorized, or may cause us to breach any applicable law, regulations, or policies, or there are circumstances indicating any fraud, illegality, or impropriety;
 - (b) we are unable to authenticate your identity or instructions;
 - (c) it was not properly documented or was not requested through the proper Channels;

- (d) you failed to comply with our policies, pay the fees, or submit any required information or supporting documents to complete our due diligence;
- (e) you have insufficient or unavailable funds;
- (f) it was received after the cut-off time or was beyond the processing limits;
- (g) you misrepresented your activities and source of funds; and/or
- (h) we have a valid and substantial reason to do so.

4.2 We will provide you with sufficient notice and reason for our refusal to process your transactions unless our policies, applicable laws, or regulations prohibit us.

4.3 You are responsible for providing us with clear, complete, accurate, and reliable information for your transactions. You agree that your instructions are generally irrevocable. However, if you request in writing to recall, cancel, or amend your transaction because of an error, we will exert reasonable efforts to comply upon receipt of such a request, but we will not be liable if we fail to do so. You agree to pay us for any costs we may incur in trying to recall, cancel, or amend your transactions.

4.4 We will provide proof of your transaction as soon as it is concluded. So be sure to secure a copy, as this will help you keep track of your finances and serve as proof of the transaction in case of a dispute.

5 Your Statement of Account, Loan Balances or Billing Statement

5.1 To help mitigate the risk of operational errors or potential fraud, and to provide you with an independent basis for verifying your Account records, we shall, as part of our standard control procedures, generate and issue Statements of Account (SOA) directly from our Head Office. These centrally issued SOAs shall serve as primary reference to assist you in reconciling your transactions.

5.2 Depending on the type of Account or Channel used, we will make your SOA or Billing Statement available for review and reconciliation. Your SOA may reflect, among others, the covered period, transactions, and balances on your Account, in the case of loans, your outstanding balances. The Billing Statement will indicate the details of your due payments, including the principal, interest, fees, etc. You are responsible for securing a copy of your SOA or the Billing Statement or informing us if you have not received it within the prescribed period.

5.3 You are expected to exercise vigilance over your transactions. Promptly review your Statement of Account (SOA) or Billing Statement upon receipt, regularly monitor your financial activities and payments, and reconcile these with your own records to ensure accuracy.

5.4 If you find any error, unrecognized transaction, or discrepancies between the SOA and your passbook or other records, please notify us through our various communication channels, within 30 calendar days (or 15 calendar days for loan accounts) from the statement date. If no complaint is received within said period, we may reasonably assume that you have accepted the entries as accurate. Any undue or

unjustified delay in raising concerns, especially when it results in prejudice to the Bank's ability to investigate, may bar your claim under existing laws and principles of equity and fairness.

5.5 In case of any discrepancy in the Billing Statement for loans, you should immediately advise us within the prescribed period. If we do not receive any complaint within the said period, we will consider the details of your Billing Statement as correct and binding against you.

6 How we communicate with you

6.1 To keep you updated, we may send correspondences, notices, and other electronic advisories to the contact details we have on file. You may also view announcements/advisories on our branch premises, official website, and social media. In addition, you may also get direct messages via text, in-app pop-up notifications, transaction alerts, push, or other electronic notices. These announcements or advisories may include promotions, rewards, advertisements, surveys, product information, etc.

6.2 To protect yourself from fraud, always verify if the information you receive is from a legitimate source or was sent from our official contact details, which can be found at our official website: <https://www.metrobank.com.ph>.

7 Your contact details

7.1 You agree to provide your complete, accurate, and up-to-date contact information, or, where applicable, that of your authorized representative. This includes, but is not limited to, your residential or business address, contact numbers, and email address. You must notify us promptly of any changes or, when requested, submit updated contact details together with any required supporting documents through our branches, designated departments, or official Channels.

7.2 You are responsible for ensuring that we always have your correct contact information. Keeping your records up to date is essential to receiving important notices about your Account, the Services, or our Channels, and may help prevent fraud. Until we have successfully implemented any requested changes to your contact details, we will continue to send communications to the information on record. Any communication sent to your registered contact details will be deemed received by you.

7.3 We will not be liable for any consequences resulting from your failure to update your contact information. This includes, but is not limited to, delayed or undelivered alerts, service notifications, or inability to access or transact in your Account.

8 Compliance with applicable laws and regulations (Anti-Money Laundering, Bank Secrecy, Anti-Financial Account Scamming, Related Party Transactions, etc.)

8.1 We are committed to observing applicable laws, including but not limited to anti-money laundering, counter-terrorist financing, anti-proliferation financing, anti-bribery or corruption, anti-financial

account scamming, taxation, data privacy, bank secrecy and others. Therefore, we can refuse to act on any of your instructions concerning any Account, Channel, or Service, which in our reasonable opinion, would cause us to violate these laws.

- 8.2 From time to time, we may request information from you or through public sources to determine your regulatory classification and comply with applicable laws, regulations, or our policies. You must also provide us with any information or documents to comply with applicable laws, regulations, or our policies.
- 8.3 We have a shared responsibility to conduct our respective businesses in compliance with the applicable laws and regulations, such as but not limited to those issued by the Bangko Sentral ng Pilipinas (BSP), Securities and Exchange Commission (SEC), Anti-Money Laundering Council (AMLC), and National Privacy Commission (NPC), in connection with the use or maintenance of your Accounts, Channels, or Services.
- 8.4 To comply with any law or regulations on anti-money laundering, counter-terrorist financing, anti-financial account scamming, anti-proliferation financing, or Foreign Account Tax Compliance Act (FATCA) regulations, you authorize us to disclose to the relevant government agency or entity, regulatory body, law enforcement agencies, our subsidiaries, or affiliates, local or foreign correspondent or tie-up banks, pertinent details, such as but not limited to your birth date, birthplace, employment, profession, business address, contact details, account opening date, purpose and account or transaction details, or any other information that may serve a legitimate purpose, together with any additional supporting documents, which they may require.
- 8.5 To help protect you and other customers from scams and fraud, the Bank is required by law, such as but not limited to Republic Act No. 12010 (AFASA), to work with other banks, financial institutions, regulators, and law enforcement when a suspicious or disputed transaction is reported. This process is called coordinated verification. It may involve sharing relevant account or transaction details with authorized parties as allowed by law. You consent to us sharing the relevant Account information or transaction details with such parties as allowed by law. You further acknowledge that the following laws—Republic Act (RA) No. 1405 (Secrecy of Bank Deposits Law), RA No. 6426 (Foreign Currency Deposit Act), RA No. 8791 (General Banking Law of 2000), RA No. 8367 (Revised Non-Stock Savings and Loan Association Act of 1997), and RA No. 10173 (Data Privacy Act of 2012) do not apply during the coordinated verification process of a disputed transaction.
- 8.6 If your Account is found to be involved in any suspicious, fraudulent or illegal activity, we may share your personal or sensitive information, along with any Account details or usage of our Channels or Services, without prior notice, to the involved financial institutions BSP, law enforcement, and other competent authorities. This will be conducted in accordance with the guidelines of the BSP, NPC, or any relevant government agency, as well as applicable laws such as R.A. 12010 or the Anti-Financial Account Scamming Act (AFASA) or any other related rules and regulations. For example, reporting this

information may be necessary for fraud investigation, filing of cases, resolution of a disputed transaction, compliance with any legal or regulatory reportorial requirements, or preventing the proliferation of such fraudulent transactions or activities.

- 8.7 You agree to cooperate with any verification process, without prejudice to our right to place holds on, restrict, or close your Account in accordance with applicable laws and our policies.
- 8.8 We shall not be liable for any loss, damage or inconvenience resulting from actions taken in good faith to comply with applicable laws, including but not limited to the AFASA, the Anti-Money Laundering Act (AMLA), BSP regulations, or other related laws or regulations. This includes, but is not limited to, freezing accounts, reversing or returning funds, suspending transactions, or disclosing information to individuals or entities allowed by law. Such actions shall not constitute a breach of confidentiality, contract, or fiduciary duty. You agree to indemnify and hold the Bank free and harmless from any claims, liabilities, or losses arising from or in connection with our compliance with these laws.
- 8.9 Consistent with existing regulations, we have internal controls to effectively identify, prevent, and manage potential or actual conflicts of interest and make fair business decisions.

9 Data Privacy Act

- 9.1 Upon your express consent by affixing your wet or digital signature, or performing any of the acts mentioned in 3.2 above, you authorize us to: receive, record, use, process, store, disclose, and/or share your personal or sensitive information as defined under current laws and regulatory opinions/issuances to: (a) any of our affiliates and/or subsidiaries ("Metrobank Group"); (b) our agents, or third parties which provide related services or have contractual obligations with us; or (c) any government agency/regulatory body, for the following purposes: (i) to comply with our obligations to you and authenticate your instructions; (ii) to protect you, us, or the general public against fraudulent, unauthorized, or illegal transactions; (iii) to validate or update your personal or sensitive information and its related documents; (iv) to enforce our rights or to allow us to perform our obligations under any law, rules, and regulations, contract, or orders from any court or quasi-judicial and administrative offices; (v) to resolve disputes concerning the Accounts, Channels, or Services; (vi) for us and the Metrobank Group to perform the required customer due diligence and money-laundering and terrorist financing risk management; (vii) for us or the Metrobank Group to offer other products and services, including but not limited to, cross-referencing, cross-selling, profiling; and/or (viii) to improve your banking experience or for product development.
- 9.2 Rest assured that your personal and sensitive information's security, confidentiality, integrity, and availability are our priority. Thus, security measures are in place to protect your information against unauthorized access, alteration, disclosure, or destruction. You also agree that we will process your Information following Metrobank's Privacy Policy found on our website at <https://www.metrobank.com.ph/articles/privacy-policy>.

9.3 If you want to access, update, or correct your Information or modify or withdraw your consent for matters allowed by law, you may either: (a) send a letter to your Branch of Account; (b) email dataprotectiondept@metrobank.com.ph; or (c) use any of our official communication channels, such as our email and phone hotlines.

9.4 If you close your Accounts, you acknowledge that we still need to keep your personal or sensitive information for five years from the closure date before its deletion, as required under existing laws.

10 Records, Document Retention, and Destruction.

10.1 As required by law and regulations, and to help you monitor and review your Accounts or use of the Channels or Services, we will keep customer identification and transaction records accessible to you within the period required under our policies, law, or regulations.

10.2 To monitor and reconcile your transactions, you are responsible for securing and safekeeping copies of records of instructions, transaction media/records/slips, confirmations, reference numbers, or any other relevant documents or information, particularly to support any claims of errors or discrepancies. Without contradictory proof or manifest error, you agree that our records of all your transactions or instructions are final, conclusive, and binding against you.

10.3 On matters concerning your Accounts, Channels, or Services, improving service quality, or resolving any dispute, you agree that we may record our conversations or video conference, reproduce them, and keep a record of all your instructions. We may also store our correspondences and conversations following applicable laws and internal policies. We may also use these as evidence before courts, quasi-judicial, administrative, and/or regulatory bodies.

10.4 We are only required to retain customer records or transaction files on the Accounts, Channels, or Services within a period provided by law, regulations, or our policies. Therefore, we will destroy or dispose of these records or files after the required retention period.

10.5 In the spirit of fairness and transparency, you should immediately notify us in writing, together with your supporting documents, of any issues or complaints while these records are still available for us to investigate and resolve your concern. To the extent permitted by law, you agree that we are not liable if you were negligent or failed to timely assert your claim for an unreasonable and unexplained length of time.

11 Indemnity and Limitations on Liability

11.1 In the absence of willful misconduct or gross negligence on our part, you agree to hold us, our directors, officers, employees, and agents, free and harmless against any liability, claim, damage, or expense of any kind resulting from the following:

- (a) the exercise of our rights or discharge of our responsibilities under this GBTC, PTC, or any relevant agreement with us, law, or regulations;

- (b) your violation of any applicable law or regulation;
- (c) your error, misconduct, negligence, or failure to comply with any of your obligations or to carry out your responsibilities under this GBTC or any other PTC, including but not limited to your failure to secure your personal data or any information on the Accounts, Channels, or Services;
- (d) your failure to implement rules and security procedures to detect and prevent any unauthorized, fraudulent, or unlawful use of your Accounts, Channels, and/or Services;
- (e) acts of nature;
- (f) acts of the government;
- (g) unavailability of the Accounts, Channels, or Services due to our system maintenance, or excess demand; and/or
- (h) other similar causes beyond our control prevent us from complying with our obligations under this GBTC or any PTC.

11.2 We acknowledge our responsibility to exercise the highest degree of diligence and good faith in performing our obligations to you. Accordingly, we will abide by any final adjudication by a court of competent jurisdiction if we are proven and found to have acted otherwise.

12 Intellectual Property Rights

12.1 You do not own any intellectual property rights in our logos, trademarks, trade names, Accounts, Channels, Services, or their contents.

12.2 You shall not use, copy, distribute, or publish our logos, trademarks, trade names, service marks, or other intellectual property rights. Should there be non-compliance in this section, you will be held liable for all costs and expenses incurred by us because of your non-compliance.

13 Protecting your Account

13.1 We are responsible for acquiring systems and enforcing processes and policies to protect your Accounts against fraud and unauthorized transactions.

13.2 You are responsible for proactively protecting your Account by practicing the following:

- (a) In general-
 - (i) carefully and regularly keep track of movements to and from your Accounts and reviewing your SOA regularly.
 - (ii) keep your personal or sensitive information and bank details confidential as fraudsters may use these to steal your identity, access or takeover your Account, and complete unauthorized transactions.
 - (iii) never pre-sign or ask someone else to accomplish any bank document, including but not limited to checks and forms for withdrawal, debit, fund transfers or change of ownership or signing rules.
 - (iv) ensure that your contact details with us are correct and updated so you can receive information and transaction alerts.

- (v) safeguard your checks, passbook, debit/ATM card, and credit cards and not allowing anyone to use them.
 - (vi) immediately report to us any suspicious or unauthorized transaction or lost debit/ATM, credit card, passbook, or checks as soon as you become aware of it or receive any doubtful alert or notification; otherwise, we may not be able to help you investigate the activity and, if possible, help you recover any unauthorized payment, withdrawals, and/or fund transfers.
 - (vii) keep your banking credentials (e.g. Account number, Personal Identification Number (PIN), Card Verification Code (CVC), Card Verification Value (CVV), Customer/User ID, One-Time Password (OTP), authorization or unique transaction codes and alike, fingerprint, facial recognition, or other biometrics modalities) strictly confidential and take steps to prevent unauthorized disclosure as someone might use these and steal money from you.
 - (viii) not to use any PIN, User ID, security credentials, and/or passwords that are readily accessible personal data such as a name or birthdate, and other sets of letters and numbers that are very easy to guess and/or not to write these down and regularly change these, particularly when you think that these have been compromised.
 - (ix) stay informed about the latest scams and how to avoid them.
- (b) Debit/ATM Cards and Credit Cards--
- (i) always keep your debit/ATM or credit cards in sight when conducting banking transactions.
 - (ii) destroy old or expired debit/ATM card or credit cards, including their EMV chips.
- (c) Online Banking--
- (i) avoid online banking on public Wi-Fi or shared computers, mobile or similar devices. Ensure you are accessing the Bank's official website or mobile app, especially when updating your contact information or performing financial transactions. Always logout after every session.
 - (i) consistently verify if the SMS or emails are from our official contact details and avoid clicking or scanning any unknown, unsolicited, or suspicious links or QR codes.
 - (ii) make sure you use a secure website when making online purchases.
 - (iii) safeguard mobile devices and SIM cards that are associated with your mobile banking account.
 - (iv) use strong passwords or enable screen lock or other security features of your phone to protect your mobile devices and computers, preventing unauthorized access and protecting your Account in case your mobile device or SIM card is lost or stolen.
 - (v) immediately inform us and your telecommunications provider of any lost or stolen devices or SIM card or computers so we can block your online banking access and/or help prevent unauthorized online enrolment or unauthorized transactions.
- 13.3 Unless we acknowledge your report of a loss or stolen Debit/ATM/Credit Card, SIM card or mobile device, together with any material information which we may require, and have canceled your Debit/ATM/Credit Card or deactivated your online banking profile, all transactions shall be presumed to have been made by you and are valid and binding. We will not be liable for any loss or damage for your failure to report such incidents immediately.
- 13.4 You are strictly prohibited from selling, lending, assigning, using as collateral, or allowing others to borrow, purchase, rent, or use your Account, debit/ATM card, credit card, paycard/e-wallet, online banking account/profile (*such as user IDs, passwords, electronic credentials, etc.*), including any information that grants access to your Account for any reason. This includes obtaining, receiving, depositing, sending, transferring, or withdrawing money known to be derived from criminal or fraudulent activities, including social engineering schemes that use fraud or deception to manipulate individuals into disclosing information that can be used to access an account, channel, or service. Engaging in these practices, opening an Account using a fictitious name or the identity of another, or persuading others to do so, may be considered money muling, punishable under R.A. 12010 or the Anti-Financial Account Scamming Act (AFASA). Violations may lead to criminal liability and immediate closure of your Account.
- 13.5 If you have reason to believe that your Account has been used to transfer illicit funds, please report it immediately and fully cooperate with us to protect our mutual interests.
- 13.6 If you suspect that you have been targeted by social engineering schemes or someone has deceived you to gain access to your Account, or believe that someone else may have accessed or taken control of your Account, please notify us immediately. This will help prevent any unauthorized transaction and minimize potential losses.
- 13.7 The Bank may use at its sole option, automated fraud detection and transaction pattern tools. If a transaction is consistent with your usual behavior and does not trigger alerts, the Bank may reasonably assume that it was authorized. The Bank shall not be held liable for any resulting loss unless you promptly notify us in writing, in accordance with the Bank's reporting procedures, that the transaction was unauthorized. You acknowledge that these fraud detection tools are preventive in nature and may not identify all unauthorized activities.
- 14 Other Terms.** You also agree to the following terms:

14.1 Governing Law and Venue

- (a) The GBTC and PTC shall be subject to Philippine laws, all issuances of the BSP, the Bankers Association of the Philippines (BAP), Philippine Clearing House Corporation (PCHC), Clearing Switch Operators (CSO), Philippine Deposit Insurance Corporation (PDIC), Anti-Money Laundering Council (AMLC), National Privacy Commission (NPC), Philippines Payments Management, Inc. (PPMI) for the National Retail Payment System (NRPS), the US Internal Revenue Service (IRS) for FATCA compliance, other relevant government agencies or instrumentalities, and other generally accepted banking practices or industry standards in the Philippines.
- (b) You agree that we will resolve any dispute arising from or related to this GBTC or PTC exclusively before Makati Courts, Philippines. However, we may take action against you in any other proper venue. If we are compelled to file a lawsuit to enforce our rights or protect our interests, you agree to reimburse us for the cost of the suit, attorney's fees, and other expenses we may incur.

14.2 Our relationship is built on trust and integrity. Thus, you agree that we may hold or close your Account/s, and/or suspend or terminate your use of the Channels or Services, or ultimately end our banking relationship for (i) your violation of this GBTC and/or the relevant PTC; (ii) any material misrepresentation; (iii) failure to complete our KYC and customer due diligence without our fault; (iv) fraudulent and/or unauthorized activities; (v) your failure to meet your responsibilities under the GBTC or the relevant PTC has the effect of undermining our credibility and reliability; (iv) other reasonable grounds, such as if continuing the relationship might expose us to any commercial, reputational, legal, or regulatory risks.

14.3 Unless prohibited by law, regulations, or our policies, we will provide you with a fair opportunity to present your side and evidence before we hold, suspend, or terminate your use of the Accounts, Channels, or Services. We will endeavor to provide you with sufficient notice under the circumstances, and unless required by applicable law, we are not obligated to disclose our reasons to you.

14.4 You agree that Article 1250 of the Civil Code shall not apply in case of extraordinary inflation or deflation of currency, so the basis of payment shall be the value of the currency at the time when the obligation was established.

14.5 Neither the Customer nor the Bank may assign any of their rights or responsibilities under the GBTC or the PTC without the prior written consent of the other.

14.6 Headings are inserted for convenience and shall not limit or affect the GBTC's or the PTC's interpretation.

14.7 Unless the context otherwise requires, words denoting the singular include the plural and vice-versa in the GBTC or the PTC.

PART B

TERMS AND CONDITIONS-INDIVIDUAL ACCOUNTS

1. INTRODUCTION

These Terms and Conditions- Individual Accounts outline our rights and responsibilities for Individual CASA such as but not limited to, ATM/Debit, Passbook, Payroll Checking, Pensioner's, OFW, Youth, and Time Deposits. In the event of a conflict between the GBTC and these Terms and Conditions- Individual Accounts, in so far as product and commercial features are concerned, the latter will prevail.

By availing of any of the products below ('Accounts'), you are deemed to have carefully read, understood, and agreed to be bound by these Terms and Conditions-Individual Accounts and to carry out your responsibilities herein.

2. PRODUCT USE

A. SAVINGS ACCOUNT (S.A.). A savings account is a basic type of bank account that allows Accountholders to deposit and withdraw money conveniently while earning interest on the deposit balance.

- ***Regular S.A. with Passbook (with Debit/ATM card)-** An interest-bearing savings account that comes with a passbook and an option of a debit card. Funds can be deposited or withdrawn by presenting either the passbook with duly accomplished deposit or withdrawal slips.
- ***OFW Accounts (with passbook or Debit/ATM card)-** An interest-bearing savings account created to help Filipinos working abroad to build their savings and/or send remittances to their beneficiaries in the Philippines.
- ***Fun Savers Club (with passbook) and Spark Savings Account (with Debit/ATM card)-** An interest-bearing savings account exclusively offered to Young Savers who are below 18 years old (for Fun Savers Club) and 7 to 21 years old (for Spark Savings).
- ***Settlement Accounts (with passbook or Debit/ATM card)-** An interest-bearing savings account opened for purposes of crediting and debiting investments.
- ***U.S. Direct Deposit Account/U.S. Pensioner Savings Account (with passbook)-** An interest-bearing account offered to U.S. Government pensioners and their beneficiaries. This comes with a passbook. Instead of waiting to receive pension check sent via snail mail, U.S. agencies will directly credit pension payments to pensioners' Metrobank account.
- ***SSS Pensioner Account (with passbook or Debit/ATM Card)-** An interest-bearing savings account offered to SSS pensioners where the agency can automatically credit their retirement, death, and disability benefits.

**also available in foreign currencies*

B. CHECKING ACCOUNT (C.A.). A checking account is a deposit account that comes with a checkbook for funds disbursement.

- **Regular C.A.-** A non-interest earning Checking Account that may come with a Debit/ATM Card

- **Payroll C.A.**– A non-interest-bearing checking account that may be opened through employers whose payroll arrangement is with Metrobank. Aside from regular salary crediting, this Account may also be used for other regular transactions.
- **AccountOne C.A.**– Interest-earning Checking Account that also comes with a passbook and Debit/ATM Card

C. TIME DEPOSIT (T.D.). A time deposit account rewards the Accountholder with a higher interest rate than a regular savings accounts for keeping their money locked in with the Bank for a fixed-term/ fixed period of time.

3. PRODUCT DESCRIPTION

Description	Savings (with passbook or Debit/ATM Card)	Checking (with Passbook and/or Debit/ATM card)	Time Deposit (with Time Deposit Confirmation Advice (TDCA))
Eligibility/ Application Requirement/s	Individuals w/ 1 valid I.D. For-In-Trust-For, the parent must present his valid I.D. and the child's birth certificate. Please refer to www.metrobank.com.ph for more information on special CASA products. • Payroll accounts are opened under a Memorandum of Agreement • Customers who are at least 7 yrs. old may open an account under their own name.	Individuals must be at least 18 yrs. old, w/ 1 valid I.D.	Individuals w/ 1 valid I.D. For OTD, Individuals enrolled in Metrobank Online (MBO) and Metrobank App (MBOA) and with any PHP-CASA except for: U.S. Pensioner; Hold Out Savings; World Cash Card; PayCard ; Prepaid Card; Fun Savers Club; Joint-And; and In-Trust-For-Accounts.
Accessibility (Where product can be used for transactions)	Over-the-Counter via branches; Online Banking via Metrobank Online/ Metrobank App; Automated Teller Machine (ATM) and Cash Acceptance Machines (CAM); Point-of-Sale (POS) and eCommerce Payments	Over-the-Counter via branches; Online Banking via Metrobank Online/ Metrobank App	Over-the-Counter via branches; Online Banking via Metrobank Online/ Metrobank App
Benefits	Easy access and funds monitoring through Metrobank's online banking channels. Track your transactions with an <u>electronic</u> statement of account, and a passbook, if applicable. Use a Debit/ATM Card for POS and online purchases. PDIC insured	With a checkbook facility for convenient disbursement of funds. Easy access and funds monitoring through Metrobank's online banking channels, and electronic statement of account Use a Debit Card/ATM for POS and online purchases. PDIC insured	Yields more interest than regular savings accounts Offers a reliable alternative for accountholders who want to earn more from the money they don't intend on spending. PDIC insured

Please check our website: <https://www.metrobank.com.ph/articles/list/rates-and-fees> and/or our various communication channels to access the latest information on account opening, required Average Daily Balance (ADB), interest rates and computation, and the relevant fees and charges. We reserve the right to impose additional or change the requirements, interest rates, fees, charges, and penalties, subject to prior notice as required by existing laws or regulations.

**Separate enrolment for Metrobank Online and Metrobank App is required and subject to its terms of use*

4. ACCOUNT OPENING

- 4.1 We are committed to providing you with clear, accurate, and transparent information about each type of Account, including their key features, benefits, and associated risks. We will give you adequate time to review this information and address any questions you may have before you proceed with opening an Account.
- 4.2 To help us identify the most suitable Account for your needs, you must provide complete and accurate information upon request, including details about your financial goals. You are expected to carefully read and understand the applicable PTC, conditions, and risks before choosing an Account. Failure to do so may result in selecting an Account that does not align with your financial needs or risk tolerance.

- 4.3 To comply with applicable laws and avoid administrative, civil, or criminal liabilities, you must ensure that all information and documents you submit for Account opening are true, accurate, complete, and up to date. Using a fictitious name or another person's identity to open an Account is considered "money muling" and is punishable under Republic Act No. 12010, also known as the Anti-Financial Account Scamming Act (AFASA).
- 4.4 An Account will only be opened after we have completed our Know Your Client (KYC) procedures, verified your identity and documents, and confirmed your compliance with our policies, as may be amended from time to time. We may also obtain or validate your information through government agencies, credit bureaus, or other third-party sources, when necessary.

5. ACTUAL USE OF THE ACCOUNT

- 5.1 We are legally obligated to ensure that the Accounts are not used for money laundering, terrorist financing, or any unlawful or fraudulent activities. Accordingly, we may reject transactions that lack supporting documents establishing their legal basis, purpose, origin, or economic justification, or if you fail to comply with our reasonable requirements.
- 5.2 You must use the Accounts solely for their declared and lawful purposes. All transactions should align with the representations made during account opening, including disclosures on your source of wealth/funds and business activities. You warrant that the Accounts will remain under your exclusive control, use, and benefit.
- 5.3 You acknowledge that submitting false information or forged documents may subject you and/or us to financial loss and administrative, civil, or criminal liability under applicable laws and regulations.
- 5.4 We shall credit to the Account only such funds that have been actually received and duly validated by the Bank. We reserve the right to reverse any credit entry or withhold availability of funds if the we subsequently determine that the funds were not properly validated, were subject to error, or were otherwise invalid. Any provisional credit made prior to final validation shall be deemed conditional and subject to reversal without prior notice. For deposits made by check or similar instruments, the amount will be credited to your Account once the check has fully cleared through the appropriate clearing system.
- 5.5 You are responsible for providing correct information, properly accomplishing our forms, and submitting the necessary authorizations or supporting documents. Upon compliance, we will exercise due care in processing your transactions and follow your lawful instructions.
- 5.6 We may delay or refuse to process your transactions if funds are unavailable or if you fail to meet our requirements and policies.

- 5.7 To safeguard your interests, we may impose transaction limits, cut-off times, or other condition.
- 5.8 External events beyond our control may affect Account usage. We will promptly notify you of any significant disruptions or issues. We maintain business continuity protocols to ensure the swift resumption of operations and minimize disruption. You are likewise expected to monitor announcements and plan for contingencies, as failure to do so may result in penalties or financial losses

6. MONITORING AND RECONCILIATION OF ACCOUNTS

- 6.1 To assist you in managing your finances, we will make your Statements of Account ("SOA") available through our online platforms, including the Metrobank Online, Metrobank App or Retail eSOA portal via Metrobank website (<https://statements.metrobank.com.ph/signin>). You are responsible for enrolling in Metrobank Online or Metrobank App to access and download your SOA. If you prefer a printed copy, you can request one from your branch of account, which may incur applicable fees.
- 6.2 You should obtain your SOA or inform the Bank if you have not received it so we can make the necessary arrangements to enable you to review the details of your account and report errors or unauthorized transactions, if any. In the absence of willful misconduct or gross negligence on our part, we will not be liable for any loss or damage in connection with your failure to secure or review your SOA.
- 6.3 You have the responsibility to perform regular account reconciliation and examine and verify all information, account balances, details of bank transactions, and the scanned negotiated checks (if any), including the date, amount (words and figures), payee's name, drawer's signatures and endorsements.
- 6.4 In case of an error, inconsistency, unfamiliar or suspicious transactions in the SOA, you have to file a written complaint within 30 calendar days from the statement date. If we do not receive any complaint within the said period, we will consider the details of your SOA as accurate and binding against you. Any undue or unjustified delay in raising concerns, especially when it results in prejudice to the Bank's ability to investigate, may bar your claim under existing laws and principles of equity and fairness.
- 6.5 Unless proven otherwise by reliable evidence, the SOA shall be final, conclusive, and admissible in any legal or administrative proceeding.
- 6.6 You must enable and review transaction alerts and histories regularly. Immediately report any error, unauthorized transaction, or suspicious activity. Failure to report promptly may impair our ability to investigate or recover any unauthorized payments.

7. CLOSING OF ACCOUNTS

- 7.1 You may request to close your Account at any time for any reason, subject to our account closure requirements and any applicable

fees or charges. Closure of the Account shall be without prejudice to any rights or claims we may have against you arising from or in connection with the Account.

- 7.2 We may close your Account in accordance with this GBTC or the specific terms and conditions of the Account, under any of the following circumstances:

- (a) The Account has a zero or negative balance for at least ninety (90) calendar days, or has a negative balance due to bank charges and no activity for at least sixty (60) calendar days;
- (b) You provided false, misleading, or insufficient information or documents during account opening, and/or our validation results were unsatisfactory;
- (c) You misrepresented or failed to provide accurate, sufficient, or timely documentation in connection with a transaction or deliberately refused to submit required supporting documents;
- (d) We have reason to believe the Account has been or is being used for illegal or improper activities, including fraud, money laundering, terrorist financing, money muling, social engineering schemes, or any offense under R.A. 12010 (Anti-Financial Account Scamming Act);
- (e) There is improper handling of a Checking Account, such as allowing a negative balance due to overdraft charges;
- (f) You violated the GBTC or the Terms and Conditions for Individual Accounts;
- (g) You failed, without valid reason, to update your Account or contact details within the period specified in our notice;
- (h) Continuing the banking relationship has become or is likely to become unlawful or commercially unreasonable; or
- (i) Maintaining the Account would cause us to breach our internal policies or any applicable law or regulation.

- 7.3 Except for 7.2 (a), we will provide you with a fair opportunity to present your side and evidence and sufficient notice of closure under the circumstances, unless our policies, applicable laws, or regulations prohibit us.

- 7.4 Either party may terminate the banking relationship, including the maintenance of the Account, if continuing such relationship would, based on a reasonable assessment, expose the terminating party to operational, legal, reputational, or regulatory risks, or may result in non-compliance with applicable laws, rules, or regulations, including those relating to anti-money laundering (AML), counter-terrorism financing (CTF), or sanctions compliance. Such risks may include, but are not limited to, involvement in unlawful activities, adverse media reports, refusal or failure to provide required customer information or documentation, designation under sanctions lists, or material changes in the account's activity inconsistent with the declared purpose.

- 7.5 If the Account is closed due to mishandling, you authorize us to report the closure and its details to the Bankers Association of the Philippines (BAP) or any monitoring entity established by the BAP

or the Bangko Sentral ng Pilipinas (BSP) pursuant to applicable laws or regulations.

- 7.6 Upon account closure, we may release the remaining balance via Manager's Check, after applying set-off and deducting applicable fees, charges, taxes, and other expenses, and upon submission of all required documents. You also agree to return any unused checks, ATM cards, and passbooks.
- 7.7 If the closure is due to the submission of falsified documents, involvement in fraudulent or illegal activities, we may withhold the release of the account balance until you present acceptable documentation proving your entitlement to the funds. Upon verification, we may release the funds to the rightful claimant, and such release shall be deemed duly authorized and confirmed by you

8. PASSBOOK ACCOUNTS

- 8.1 Depending on your Account type, we may issue a passbook, which you must safeguard to ensure exclusive access. You must immediately report any lost or stolen passbook. As the passbook contains sensitive account details and transaction history, do not entrust it to anyone for any purpose. Failure to secure it may lead to data breaches or unauthorized transaction.
- 8.2 You must present your passbook for every deposit or withdrawal transaction. Before leaving our premises, review all printed entries and promptly notify us of any errors. We may decline transactions if the passbook is not presented, as we are required to print system-generated entries.
- 8.3 The passbook serves only as a transaction record for your reference. It may not reflect the actual balance at all times, particularly when not regularly updated or when certain transactions are pending posting. It is recommended not to rely solely on your passbook for the reconciliation of your transactions; instead, you should also utilize your Statement of Account (SOA) to ensure accuracy and completeness.
- 8.4 If your passbook is not regularly updated, we may only print a summary of transactions. In case of any discrepancy, our system records will prevail over the entries in the passbook.
- 8.5 Without our prior written consent, you cannot write entries in the passbook or transfer, assign, or use it for loan security.
- 8.6 You further agree to comply with the additional rules and regulations printed on your passbook.

9. CHECKING/CURRENT ACCOUNTS

- 9.1 Depending on the type of Account, we will provide your checkbooks upon payment of the necessary fees. Once you receive your checkbook, you should count the number of checks and inform us of any defects or issues.

- 9.2 You are responsible for the safekeeping of your checkbooks or loose checks and must ensure that only you or your authorized representatives have access to them. Immediately report any lost or stolen checkbooks. Failure to secure your checkbooks may lead to unauthorized use, including forged signatures or altered entries.
- 9.3 You are expected to monitor your Account to ensure sufficient funds are available before issuing checks. Overdrafts may result in charges and potential civil or criminal liability.
- 9.4 We will only honor checks that comply with our requirements and the clearing rules of the Bangko Sentral ng Pilipinas (BSP) and the Philippine Clearing House Corporation (PCHC). Checks must be properly and completely filled out, free of alterations, and signed by authorized signatories. We may reject checks that: (a) do not comply with BSP or PCHC rules; (b) contain erasures or incomplete information; (c) have technical defects or are drawn against insufficient funds; or (d) bear signatures inconsistent with our records.
- 9.5 You acknowledge that check clearing is subject to the Bank's and PCHC terms and conditions, including the terms of use of the Check Image Clearing System ("CICS"), which may be amended from time to time, including but not limited to the following: (a) the cut-off period imposed by us, BSP, PCHC, and other banks; (b) waiver of the presentation of the check's original copy and use of its digital image for clearing; (c) the presenting bank will keep the check's original copy and may be destroyed after the required retention period under current laws or regulations; and (d) only images of the negotiated checks will be provided in the SOA.
- 9.6 You should exercise reasonable precautions in issuing checks, such as but not limited to the following: (a) to the extent possible, always issue checks to a specific person or business since checks payable to "Cash" or "Bearer" are more prone to unauthorized payment; (b) ensure that it is completely and correctly filled out, avoiding any possibility that it will be altered or forged; and (c) constantly monitor issuance and payment of your checks. You should also follow our regular reminders on the responsible handling of Checking Accounts.
- 9.7 You warrant the authenticity, validity, due endorsement (or lack thereof), and proper execution of all deposited checks or items. You shall reimburse the Bank for any amount credited in error due to dishonor resulting from forgery, fraud, alteration, or any other cause.
- 9.8 If you wish to apply for a Stop Payment Order (SPO), you should provide all the necessary information, comply with our policies and ensure that we have implemented the SPO to prevent the negotiation of the check. We will only implement an SPO request upon your compliance with our policies. SPO applications are undertaken on a best-effort basis, subject to processing times and your full compliance with our requirements. As such, the Bank will not be liable for payments made on any checks if there was no prior SPO applied.

9.9 We will inform you of any returned or dishonored checks using the most recent contact information we have on file. It is your responsibility to promptly claim from us any returned items upon receiving our notice. Failure to do so may result in delays in retrieving the check.

10. ACCOUNTS WITH DEBIT/ATM CARD

10.1 Depending on the Account type, we may issue a functional Debit/ATM Card embedded with security features compliant with applicable laws and regulations. Transaction limits and conditions will apply to withdrawals, purchases, online banking, and deposits via our Cash Accept Machines (CAMs) for your protection).

10.2 You agree to use the Debit/ATM Card solely for lawful banking transactions authorized by us and not as collateral or under any "sangla-ATM" scheme

10.3 You also agree to comply with these minimum security protocols concerning your Debit/ATM Card: (a) upon receipt of the Debit/ATM Card, sign at the back and nominate a secure PIN (i.e., not your birthdate, sequential, or other combination that is very easy to guess); (b) not to share or write your PIN, cover the keypad when typing; (c) keep your Debit/ATM Card, its number, PIN, and Card Security Code (at the back of the Debit/ATM), secure and confidential; (d) transact only in safe and well-lighted locations; (e) be cautious and don't accept help from strangers; (f) inspect the ATM for unsafe, unnecessary, and/or unusual attachments; (g) do not forget to take your Debit/ATM Card and receipt; and (h) for point of sale ("POS") transactions, monitor how your Debit/ATM Card is being handled and ensure that your Debit/ATM Card is always within sight when being used in stores or other commercial establishments.

10.4 If you fail to comply with the minimum-security protocols in clause 10.3, you understand and accept that you are putting your card information such as your card number, expiry date, security code, etc. at risk of being photographed or stolen, which will put you in danger of unauthorized transactions. We will not be liable for any loss or damage if you do not follow any of the said protocols.

10.5 In case of a security breach or violation of these Terms and Conditions-Individual Accounts and/or the GBTC, we may, at our sound discretion, immediately cancel, suspend, or replace the Debit/ATM Card to prevent any unauthorized or fraudulent use. We own the Debit/ATM Card, and you should return it to us upon our demand.

10.6 You accept complete responsibility for all transactions made through or processed by your Debit/ATM Card, PIN, and One Time Password (OTP).

10.7 **You must report a lost or stolen Debit/ATM Card at once by calling the Metrobank hotline: (02) 88-700-700.** Unless we acknowledge your report of a loss or stolen Debit/ATM Card, together with any material information which we may require, and have canceled your Debit/ATM Card, all transactions made using your Debit/ATM

Card shall be presumed to have been made by you and are valid and binding. We will not be liable for any loss or damage for your failure to report such incidents immediately.

10.8 The use of the Debit/ATM Card is further subject to the terms and conditions that may be imposed by Mastercard and BancNet (and/or other local and international networks).

10.9 You confirm that only you have access to your Debit/ATM Card, including its details such as the card number, expiration date, the CVC/CVV printed on the back of the card, and OTP. You further acknowledge that the Bank shall require these Debit/ATM Card information, PIN, OTP, among others, to authenticate your transaction. For transactions that were properly authenticated and authorized, you permit the Bank to debit the Account, linked to your Debit/ATM Card, equivalent to the withdrawal, payment, or purchase you made, including any applicable fees, taxes, or charges.

10.10 Any transaction dispute using your Debit/ATM Card shall be subject to the standard investigation or chargeback process of the Bank and or the concerned financial institution, merchant, Bancnet, Mastercard, Visa, or other payment network. You further authorize the Bank to make the necessary debit/credit adjustments on your Account depending on the result of the dispute investigation.

10.11 For captured Debit/ATM Cards successfully retrieved, you shall promptly claim it at the designated servicing branch, accompanied by a valid proof of identification.

10.12 Unless earlier canceled by you or us, the Debit/ATM Card is valid once activated until the expiry date indicated on the face of the Debit/ATM Card. The renewal of your Debit/ATM Card shall be at our discretion.

10.13 You may use your Debit/ATM card offshore provided you inform us through our official channels and/ or Customer Hotline. Transactions abroad shall be subject to the currency, laws, rules, and regulations of the country where these were processed. The transaction amount is further subject to an indicative foreign exchange rate that may differ from the processing time versus the time of posting, without prior notice.

10.14 You also allow us to automatically register your Debit/ATM Card in the Mastercard Automatic Billing Updater (ABU) and any other platform deemed necessary by any payment network. The Mastercard ABU shall update the network's merchants where you specifically have recurring payments due for card information changes.

11. TIME DEPOSIT AND ONLINE TIME DEPOSIT

11.1 You acknowledge that Time Deposits (T.D.) are also subject to the conditions specified in the Time Deposit Placement Form and Time Deposit- Confirmation Advise (TD-CA) or the equivalent document and the terms of Online Time Deposit, if applicable

- 11.2 Upon maturity or pre-termination, the presentation of the TD-CA is not needed, and mere possession does not mean that the Time Deposit is still outstanding.
- 11.3 Upon T.D. placement, you agree to designate a settlement account where the proceeds of the T.D. will be credited upon maturity or pre-termination or where the interest earned may be credited in case of a withdrawal request. In the absence of the settlement account, you must visit your branch of Account.
- 11.4 Maturity dates falling on a non-banking day shall be moved to the following banking day. Additional placements and partial withdrawal before the maturity date shall be accepted subject to the pre-termination of the existing T.D. placement and the issuance of a new TD-CA containing the applicable terms.
- 11.5 In pre-termination, we shall be allowed to impose applicable penalties. We also have the discretion to terminate the T.D. in case you can no longer be located or contacted, in which case, the provisions on account closure shall apply.

12. TYPES OF INDIVIDUAL ACCOUNTS

12.1 Joint Accounts

- (a) For joint accounts, any Accountholder may deposit to the Account without the co-Accountholder's consent. The laws on co-ownership also govern the funds in the joint Account. Unless we receive a formal notice from all the Joint Accountholders to the contrary, we can assume that they own the funds in equal shares.
- (b) **Joint AND Account:** We will require the signatures/authority of all the Accountholders for all transactions, except for deposits and requests for SOA. You also understand that we do not issue Debit/ATM Cards for this type of Joint Account.
- (c) **Joint OR Account:** We will honor the signature/authority of any Accountholder, acting separately, for all transactions, including account closure, assignment, or voluntary encumbrances over the entire Joint "OR" Account. If your Joint "OR" Account is enrolled in our online facility, and you wish to convert it into a Joint "AND" Account, you must inform us of such online enrollment. This is to enable us to take the necessary action to prevent the access of your co-Accountholder in your Account. We will not be liable for any online transaction made by any co-Accountholder before deactivating any online access to the joint OR Account.
- (d) At our discretion, we may allow a different signing combination for joint accounts upon submission of the required documents discretion signed by all Accountholders. However, we shall not be liable for any claims, loss, or damage arising from any signing arrangements adopted by the joint Accountholders.
- (e) Any request to change the ownership or signing arrangements of joint accounts must be signed by all account holders and is subject to our approval
- (f) Notice given to any of the Accountholders serves as notice to all Accountholders.

12.2 Payroll Account

- (a) You understand that Payroll Account opening is subject to the Bank's account opening policies, Payroll MOA with your employer, and the terms of use of the Bulk Facility for Account Opening and Crediting or their equivalent documents.
- (b) For crediting your salaries to your Payroll Account, you authorize us to provide certain information to your employer without prior notice or consent. We may also issue confirmation or certification to your employer concerning your payroll credits.
- (c) Payroll Accounts with no payroll credits and other transactions for a continuous period of 90 calendar days, except for interest payments, may be deactivated without prior notice. In such a case, you must personally visit your depository branch to request its reactivation. Moreover, if there is no payroll credit beyond one hundred eighty (180) calendar days, we are authorized to reclassify the Payroll Account into a Regular Savings Account automatically, with different ADB requirements, benefits, fees, and conditions. You acknowledge that we will not be liable for any liabilities or claims because of the re-classification.
- (d) You recognize that the Payroll Account was opened upon the request of your employer and is subject to a Payroll Agreement. If there is any error in crediting payroll for any reason, we are authorized to debit or make the necessary adjustments to your Payroll Account, without prior notice or consent, to comply with the Payroll Agreement or upon your employer's written request and submission of supporting documents acceptable to us. Any claims or issues related to payroll credits or adjustments shall be settled between you and your employer. We shall not be liable for any claims or damages concerning your Payroll Account in compliance with your employer's instructions.
- (e) In the absence of any contrary written instruction from you or your employer, you authorize us to release or deliver your payroll ATM/Debit Card, pin mailer, and other related documents to your employer or its authorized representative, who shall be responsible for its timely delivery to you. Once you receive your payroll ATM/Debit Card, you should activate it and nominate a strong PIN.
- (f) If your Payroll Account was suspended or closed following our Terms and Conditions-Individual Accounts or GBTC, you are responsible for coordinating with your employer to make alternative arrangements for your payroll.
- (g) For your protection, we reserve the right to impose transaction limits or restrictions on your using Payroll Account.
- (h) You will inform us in case you have resigned from your employer.
- (i) A Payroll Account should not be a joint account.

12.3 Youth Segment (Fun Savers Club and Spark Savings)

- (a) Fun Savers Club (FSC):
 - (i) This Account can be an Individual or an In-Trust-For (ITF) Account.
 - (ii) A parent or guardian may open an ITF Account, which shall be under the exclusive control of the parent or guardian who opened the Account until it is converted into a Regular Savings Account following our policies. ITF Accounts may be monitored through our online banking platforms, but for

balance monitoring purposes only and not for any financial transactions.

- (iii) The parent or guardian who opened the ITF Account acknowledges and agrees that the minor-beneficiary or the legally incapacitated Customer is the true owner of the funds and that the parent or guardian is merely holding and operating the ITF Account for the minor-beneficiary.
- (iv) If the minor or the beneficiary turns 18 years old, the FSC Account will automatically be reclassified into a Regular Savings Account without further notice or required action from the Accountholder or us.

- (b) Spark Savings: The Spark Savings Account shall automatically be converted to a Regular Savings Account when the Accountholder turns 22 years old, without further notice or required action from the Accountholder or us.
- (c) You acknowledge that FSC, or Spark Savings Account, is automatically reclassified Regular Savings Account once the true Accountholder reaches the right age. Once converted, it will have different ADB requirements, benefits, fees, and conditions.

12.4 Overseas Filipino Workers (OFW) Account

- (a) Should there be no foreign inward remittance for 12 months, we will reclassify your OFW Account to a Regular Savings Account with a different ADB requirement, benefits, fees, and conditions.

12.5 SSS Pensioner Account

- (a) We cannot allow SSS Pensioner Account opening through the use of a thumbmark.
- (b) An SSS Pensioner Account may be opened as an ITF Account (with passbook or ATM/Debit). This is a type of SSS Pensioner Account where the beneficiary-claimant or dependent child is a minor/incapacitated/incapable of administering his own affairs due to physical/mental defect, which is congenital/ acquired.
- (c) SSS Pensioners are required to comply with the Annual Confirmation of Pensioners Program (ACOP) requirement directly with SSS.
- (d) An SSS Pensioner Accounts with no SSS credits/ balance for the past 12 months shall be reclassified to a Regular Savings Accounts with a different ADB requirement, benefits, fees, and conditions.
- (e) You acknowledge and accept that the SSS Pensioner Account is subject to the agreement between the SSS and the Bank, which, among others, authorizes SSS to recover amounts credited for any reason, including the death of the pensioner.
- (f) An SSS Pensioner Account should not be a joint account.

12.6 U.S. Pensioner Account

- (a) To prevent unauthorized withdrawal, enrollment of U.S. Retirees' Pension Accounts in Metrobank's online banking platforms is allowed, but limited to balance viewing only.
- (b) Under the current regulations and policies governing a U.S. Pensioner Account, the Bank cannot allow withdrawal through a representative. Therefore, if the U.S. Pensioner/Accountholder

becomes legally incompetent, the immediate family member shall inform the Social Security Administration (SSA), Veterans Affairs (V.A.), the U.S. Embassy, or the relevant U.S. Government agency to appoint a representative payee to manage the Account of the Customer.

- (c) The heirs or immediate family of a U.S. Pensioner must promptly notify the Social Security Administration (SSA), Veterans Affairs (V.A.), the U.S. Embassy, or the relevant U.S. Government agency about the pensioner's death. The Bank shall not be liable for any claims, liabilities, damages arising from their failure to provide such notice.

13. GENERIC TERMS AND CONDITIONS FOR ALL DEPOSIT PRODUCTS

13.1 Authority to Put a Hold on an Account

- (a) We may place a partial or full hold on your Account if, in our reasonable assessment, any of the following apply: (i) such action is required by law, regulation, court order, or our internal policies; (ii) you failed to submit, or submitted false, inaccurate, inconsistent, or insufficient documents or information for account opening or any transaction; (iii) we reasonably suspect that the Account is being used, or was used, for unlawful or improper purposes, including but not limited to fraud, money laundering, terrorist financing, money muling, social engineering, or any other prohibited activity under Republic Act No. 12010 (Anti-Financial Account Scamming Act or AFASA); (iv) the funds are involved in a disputed transaction under AFASA; (v) there was an erroneous or excess credit, misposting, failed debit, or similar transaction error; (vi) an inward remittance was canceled, subject to a stop payment request, or under verification; (vii) there are conflicting instructions from co-accountholders/signatories, or disputes or ambiguity regarding ownership, control, or authority over the Account, including intra-corporate issues; or (viii) continued operation of the Account may expose the Bank to commercial, reputational, legal, regulatory, or other risks. Unless otherwise prohibited by law or regulation, we will notify you of the hold, taking into account the surrounding circumstances.
- (b) You acknowledge that a transaction may be classified as disputed under AFASA based on information from another BSP-supervised financial institution, a third-party complaint, or our fraud monitoring systems. This includes transactions that are unusual, lack clear economic purpose, originate from unknown or unlawful sources, or appear to involve social engineering. A temporary hold may be imposed to allow us to investigate and mitigate potential fraud.
- (c) You acknowledge that we are not liable for holding funds involved in a disputed transaction under AFASA, as long as the funds remain intact or available, and we comply with the relevant laws and regulations.
- (d) Our basis to put a hold the Account mentioned under 13.1(a) are cumulative and not mutually exclusive. Using one ground does not preclude us from using the others.
- (e) While your Account is on hold under this section, you are responsible for making alternative banking arrangements to settle your financial obligations, utilities, or other operational expenses.

13.2 Right to Set-off/Legal Compensation and/or Debit the Account

- (a) Consistent with existing laws, we have the right to hold as security and/or set-off against the balance of any of your Accounts or any other properties in our possession as well as those with our subsidiaries and/or affiliates, any obligations that are due, and demandable to us, and our subsidiaries and/or affiliates. You also authorize us to fully implement the set-off and debit any of your Accounts, or sell such properties, to satisfy your obligations to us and our subsidiaries and/or affiliates—this right to set off covers loans, fees, charges, penalties, or expenses of any kind, subject to prior notice. For this purpose, we can conclusively presume that you have received our notices sent to your registered address or contact details on file with us.
- (b) In case of excess credit, erroneous credit or debit, failure to debit, misposting, or any error in your transactions of any kind, as reflected in our records against the actual funds credited to, or debited from your Account, for any reason including system or technical errors, cancelled remittance, you agree that we may immediately debit, reverse entries, and/or make the necessary adjustments on your Account.
- (c) After the investigation of a disputed transaction under AFASA, we may debit your Account, adjust or reverse any transaction found to be unauthorized or fraudulent, including any related interest, charges, and fees and/or make permanent the provisionally credited amount, if any, in accordance with existing rules and regulations and our policies.
- (d) Joint Accountholders shall be jointly and severally liable for any obligations to the Bank incurred by any one of the Accountholders. In addition, at our discretion and judgment, we may exercise our right to hold and set off against the balance of the joint Account any amount due to us from anyone or all of the Joint Accountholders, whether such obligation is individual, joint, or solidary.

13.3. Dormant Accounts and Unclaimed Balances

- (a) Unless otherwise specified by us, Accounts that are inactive for at least one (1) year for Checking Accounts and two (2) years for Savings Accounts will be classified as "Dormant." As a result, you will not be able to transact and earn any interest, even if the Account meets the required ADB.
- (b) Subject to prior notice, Dormant Accounts for at least ten (10) years may be escheated in favor of the Philippine government.
- (c) We may only reactivate a dormant account upon submission of the required documents and compliance with our policies.

13.4 Fees, Charges, and Taxes

- (a) We have the right to collect all applicable service charges, penalties, taxes, and other bank fees that the Account may incur, such as but not limited to account maintenance, pre-termination fees, and/or failure to maintain the required ADB, as posted on our website: <https://www.metrobank.com.ph/articles/deposit-rates-and-fees> and/or various communication channels. We may change these services and other bank charges as allowed under applicable laws or regulations, subject to a reasonable notice required under the law or regulations.

- (b) You authorize us to deduct these fees and charges from the Account automatically. We will not be liable for any consequential loss, damage, or expense, such as those arising from dishonor of checks.

13.5 Confirmation of Accounts

- (a) You agree to allow us least once a year, to verify/confirm the following: (i) deposit account balances, particularly new deposit accounts, dormant accounts, and closed accounts; (ii) balances of and/or liabilities arising from Treasury/Trust placements or investments; (iii) outstanding balances of receivables/payables; or (iv) For Quasi-Banks, collaterals securing said accounts.

14. DEATH OF A DEPOSITOR

- 14.1 In case of an Accountholder's death, we are required to observe applicable laws, rules, and regulations, including but not limited to ascertaining the identity and the right to claim of the heirs or the beneficiaries and payment of applicable taxes, before allowing any withdrawal from the Account.
- 14.2 The surviving Co-Accountholder, legal heir, executor, administrator, and/or any interested party should immediately inform of us of an Accountholder's death so we can provide the requirements to withdraw from their Account/s. We will not be liable for any claims, actions, damages, and/or expenses of any kind or nature caused by or in connection with the failure to inform us of such death. Upon our knowledge of an Accountholder's death, we shall hold the Account or the deceased Accountholder's share, which we will only release upon compliance with existing laws, regulations, and policies.
- 14.3 As part of settling the estate, the heirs are entitled to know the balance of the Account. However, access to additional information (such as Statements of Account) may require any of the following: (a) written consent from all heirs and/or the surviving Co-Accountholder; (b) a relevant court order; or (c) any other documentation that we may require, depending on the specific circumstances.
- 14.4 For joint Accounts, you declare under the penalties of perjury that your co-Accountholder is still living each time you withdraw or transfer funds. You shall hold us free and harmless from any losses, claims, or damages resulting from, or in connection with, our reliance on your declaration.
- 14.5 For Joint OR Accounts, you agree that upon the death of any Accountholder, the account balance becomes the property of the surviving co-Accountholder. Thus, unless the law provides otherwise or we are aware of any issue or conflict, the co-Accountholder may withdraw the entire balance, subject to their compliance with our requirements, including but not limited to the payment of the applicable tax.

15 ON CUSTOMER CARE

- 15.1 We are committed to delivering the best possible customer experience. In line with this, we will make reasonable efforts to resolve any issues or claims promptly. You agree to fully cooperate with us by providing complete and accurate information necessary for the proper handling of your concern.
- 15.2 In cases of default, unauthorized transactions, or disputes involving your Accounts, Channels, or Services, we will conduct a thorough investigation and give you a fair opportunity to explain your side and present relevant evidence. We will provide the results of our investigation in a timely manner, subject to applicable laws and our internal policies.
- 15.3 If you are not satisfied with the outcome of your complaint, you may request a reinvestigation and/or avail of any remedies available under the BSP Consumer Assistance Mechanism or other legal and regulatory recourse.
- 15.4 When raising a complaint or dispute, you must ensure that your claims are truthful and supported by authentic and valid documentation. Submitting false or malicious reports may subject you to liability under R.A. 12010 or the Anti-Financial Account Scamming Act (AFASA)
- 15.5 For any questions or concerns, you may reach us through the following points of contact:

Metro Manila : (02) 88-700-700

Local Toll-free : 1-800-1888-5775

Email : customercare@metrobank.com.ph,

Website : <https://metrobank.com.ph/home>

Social Media : Facebook Page:
<https://www.facebook.com/metrobank>
Twitter: @Metrobank
Instagram: @metrobank

Metrobank is regulated by the Bangko Sentral ng Pilipinas

<https://www.bsp.gov.ph>