Electronic Banking Terms and Conditions

Thank you for choosing Metrobank's Electronic Banking Products and Services. At Metropolitan Bank & Trust Co. ("Metrobank" or "The Bank"), we always strive to be your trusted partner by delivering meaningful banking solutions. These Terms and Conditions governing our Electronic Banking Products and Services will supplement our General Banking Terms and Conditions ("GBTC"). In the event of a conflict between the GBTC and these Terms and Conditions, in so far as product and commercial features are concerned, the latter will prevail.

1. DEFINITIONS

1.1 ***"Account/s"*** mean active deposit accounts with METROBANK.

1.2 ***"Customers"*** *are the Corporate/ Business/ Commercial clients of the Bank*

1.3 ***"Electronic Banking (EB) Services"*** mean METROBANK's various connectivity channels that may include manual and electronic banking facilities and delivery channels that enable Customers to: (a) send Instructions to METROBANK via multiple connectivity channels, including but not limited to the following electronic banking platform such as: Metrobank Business Online Solutions (MBOS), Metrobank's Host to Host (MFTP or SSH) and Metrobank's open application program interface, etc; (b) view Account/s details, balance inquires and check issued; (c) perform and send Instructions for debit and credit, payment, transfers such as funds transfers, government and/or bills payments, direct debit, reorder checks and such other Instructions with or without the use of check and payment instruments against their Account/s ; (d) send credit-related Instructions such as availment of commercial loans, letter of credit, bank guarantees or trade financing; and (e) avail of other products and facilities offered through EB Services. Customer understands that not all Services are available across all Channels. Agreement to the EBTC means accepting all the terms for these EB Services and the limitation of each Channels.

1.4 ***"Users"*** mean any of the Customer's System Administrator, Maker, Verifier, Authorizer and Releaser, who are authorized by the Customer from time to time to access, initiate instructions and use the EB Services

1.5 ***"Instructions"*** mean any communication, order, message, enquiries, data and other information exchanges, statement, advices, reports and other financial transactions and debit or credit related instructions actually received by METROBANK pursuant to EB Services.

1.6 ***"Personal Data"*** means data, which relates to a person who can be identified or is identifiable: (a) from those data or (b) those data combined with other information, which is in METROBANK's possession or is likely to come into its possession.

1.7 "***System"*** means hardware, software, application and telecommunication links or any part thereof used from time to time for the purpose of providing, supporting, accessing, using and/or otherwise related to the EB Services.

2. GENERAL

2.1 METROBANK does not guarantee the availability of EB Services and Customer, acknowledge that some or all of the EB Services may be temporarily unavailable at certain times due to System and bank-related maintenance, relevant cut-off times, computer, telecommunications, electrical failure or error and/or other reasons beyond METROBANK's control.

2.2 Transactions, products, facilities and services provided by METROBANK through EB Services are subject to specific terms and conditions agreed between METROBANK and the Customer and will take precedence in case of inconsistency or conflict with this Terms and Conditions. Account/s are further subject to METROBANK's Deposit Terms and Conditions, which are deemed incorporated herein.

2.3 Credit-related transactions processed through the EB Services are subject to credit approvals and limits imposed by METROBANK.

2.4 METROBANK may at any time, determine the scope of, restrict, modify, cancel, deactivate, suspend or discontinue any of such transactions, products, facilities and/or services offered through EB Services.

2.5 To avoid automatic rejection of any Instructions, Customer must at all times ensure that sufficient cleared funds are available for use in the Account/s to cover any of the immediate or scheduled Instructions, which includes related bank charges, fees and taxes. Customer agree that any charges, damages or penalties incurred due to insufficient funds will be for the Customer's sole account.

2.6 Customer may maintain their own System ("Customer System") that can be used to connect with the EB Services and is responsible for ensuring, monitoring, and reviewing the security, adequacy, and compatibility of such System for use with the EB Services.

3. SYSTEM ADMINISTRATOR AND USERS

3.1 Customer authorizes the System Administrator to manage, monitor, and control the use of the EB Services you availed, which includes among others: (a) creating, deleting or modifying User profiles; (b) assigning authorization limits, workflow approval, and access of each User; and (c) maintaining the security of the transmission and delivery of the Instructions.

3.2 Customer further authorizes each User to access and send Instructions for the Account/s through EB Services, notwithstanding any existing limits or signing rules on the Account. Customer agrees that its Users are the Customer's agents for the EB Services and are authorized to give Instructions on the Customer's behalf, even if such Instructions conflict with other orders or directives given by the Customer.

3.3 Customer warrants and shall ensure that internal controls are in place and that its interests are adequately protected in designating its System Administrator and its Users, authorization limits, workflow approvals. The Customer shall at all times be responsible for the action or inactions of its System Administrator and Users.

3.4 Customer shall ensure and warrants that its Users are authorized and will comply with this Terms and Conditions. The Customer shall be solely responsible for the change, removal, modification of the Users' authority.

3.5 Customer hereby confirms and ratifies all transactions, operations and actions of its System Administrator and Users, made or performed, processed or effected through the EB Services.

4. INSTRUCTIONS

4.1 Customer must ensure that only authorized Users and Customer System will send, transmit, or authorize the transmission of the Instructions or otherwise will have access to the EB Services.

4.2 METROBANK will only process fully-authorized and authenticated Instructions validly received by METROBANK from the EB Services, any delivery channel or Customer System. The Customer shall ensure that METROBANK receives the Instructions. If the Customer has reason to believe that an Instruction has not been accurately or completely received by METROBANK, the Customer shall immediately notify or resend the Instructions.

4.3 Customer acknowledges and agrees that certain Instructions may not be processed immediately as it is dependent on the time or day that such were received by METROBANK and/or may further be processed by a Third Party Provider. Any Instruction received after the relevant cut-off time will be treated as an Instruction received on the next business day. METROBANK reserves the right to change the schedules, cut-off times and/or actual processing time, without prior notice.

4.4 METROBANK may immediately reverse all or part of the credit or debit (including any interests), and perform necessary posting adjustments to any amount(s) that it has erroneously credited and/or debited to any Account.

4.5 METROBANK may reject outright or not process an Instruction or cancel a previously authorized or processed instruction, if it has reason to believe that there is error, fraud or forgery, breach of security, system-related issue, or if the Instruction is, in METROBANK's sole opinion, inaccurate, incomplete or inconsistent with METROBANK's policies, law or regulation. To the extent permitted by law, METROBANK shall not be liable for any losses, damages, costs or expenses, which the Customer may suffer or incur because of METROBANK's exercise of its rights under this clause or relying on such erroneous, fraudulent, incomplete or inaccurate Instruction or system-related issue. Notwithstanding the foregoing, METROBANK may but shall not be required to investigate the authenticity or authority of Users sending the Instruction or to verify the accuracy and completeness of the Instructions.

4.6 The Customer shall be solely liable for any losses or claims because of fraud, forgery, breach of security, inaccuracies, inconsistencies, duplication or errors in the Instructions and/or for any wrongful payment or credit to a different beneficiary as a result of using multiple delivery channels to send the Instructions and/or arising from the Customer's or its User's breach of this Terms and Conditions.

4.7 In the event that the Customer requests METROBANK in writing to recall, cancel or amend an Instruction, METROBANK will exert reasonable efforts to comply with such request but will not be liable in case of failure to do so.

4.8 Any dispute arising from the Customer's Instructions or wrongful payment shall be resolved between the Customer and the intended beneficiary. Customer shall hold free and harmless METROBANK from any losses, liabilities, suits, damages, claims, and/or any other expenses in connection with the said dispute.

(Authorized Signatory's Signature over Printed Name)

SIGNATURE VERIFIED

(Authorized Signatory's Signature over Printed Name)

4.9 METROBANK may, at its discretion and without providing any reason; (a) require any Instruction to be confirmed through alternative means; (b) decline to act on or refrain from processing an Instruction, which is subject to verification; and/or (c) determine the order of priority in processing multiple Instructions.

4.10 METROBANK will comply with its obligations in accordance with the standards and practices of the banking industry, and may use any communications, clearing switch operators, payment system, automated clearing house, network, correspondent bank partners, accredited third party service provider or other entity (collectively, "Third Party Provider") it reasonably selects to perform the Customer's Instructions. METROBANK will not be liable for any failure, error, nonperformance and unavailability of any Third Party Provider.

4.11 Customer agrees that any Instruction with respect to the Customer's Account/s or to any third-party Account/s enrolled in the Customer's EB account shall at all times be subject to such limits and conditions as may be reasonably imposed by METROBANK from time to time.

5. SECURITY

5.1 Customer and its Users will comply with certain security protocols set by METROBANK, which are designed to authenticate an Instruction ("Protocol"). Depending on the Instruction's mode of transmission, the Protocol may consist of any one or a combination of the following: (i) Customer's log-on to METROBANK's connectivity channels; (ii) signature verification; (iii) call back process; (iv) unique transaction identifier; (v) digital signatures; (vi) multifactor authentication; (vii) user entitlements and work flow approvals; (viii) transaction limits; or (ix) such other measures as deemed appropriate by METROBANK under the circumstances.

5.2 Customer and its Users will comply with the Protocol as a pre-requisite to their access and/or use of the EB Services. Customer understands, accepts and bears all risk that refusal to comply with any of security protocols will diminish the Security Protocols of the EB Services and increase the probability for fraudulent activities against its Account.

5.3 All Instructions sent in accordance with the Protocol are final, conclusive, valid, and binding.

5.4 The Customer and its Users will be responsible for keeping their User IDs and passwords ("Security Profile") and the Protocol confidential and secure. The Customer will bear all risks and losses arising from or in connection with such unauthorized disclosure of the Protocol and Security Profile.

5.5 Customer will immediately notify METROBANK in case it has reason to believe that (i) the Protocol or Security Profile has been compromised; or (ii) there was unauthorized transaction, access and/use of the EB Services.

5.6 Although METROBANK has set reasonable safeguards, it does not guarantee that the EB Services will be free from any security risks, interruption, errors, viruses or other malicious, destructive or corrupting code or that any defect will be corrected. METROBANK will continually monitor security threats and take appropriate action, exercising the care reasonably expected of a bank in providing similar services.

5.7 Customer will only log-on to METROBANK's official website and not access such from other links to prevent phishing, pharming or other cyber-attacks.

6. CHECKS AND PAYMENT INSTRUMENTS

The Customer shall be responsible for the safekeeping, security, and proper use of its checkbooks, payment instruments and/or related materials in connection with the EB Services. Customer shall immediately inform METROBANK in writing in case of loss or stolen checks or any payment instruments. In case of Account closure, Customer shall destroy or return any unused checks, payment instruments and/or related materials.

7. BANK CHARGES, FEES AND TAXES

7.1 The Customer shall pay METROBANK all applicable fees and charges specified in this Terms and Conditions, "Annex A" and in other communication channels under clause 9. METROBANK may modify such fees and charges by providing the Customer with at least sixty (60) days prior notice, unless the amendments are directed by the BSP to take effect immediately or unless otherwise provided in existing laws, rules, and regulations through any of the communication channels under clause 9.

7.2 METROBANK may at any time, debit any Account and apply such amounts due to METROBANK, which includes, but not limited to the following: (a) checkbook reorder; (b) service charges on inter-regional transactions; (c) transaction, service or commission fees; (d) usage, implementation or maintenance fees; (e) all taxes and government fees, assessments, penalties; or (f) all other bank charges, penalties, return charges, cancellation charges, out-of-pocket expenses, costs, and/or expenses related/incidental to the EB Services and to the applicable transaction, product, services or facility.

7.3 METROBANK may impose either of the following fee structure for the EB Services, namely: (a) fee-based charging; (b) average daily balance (ADB) based charging: or (c) combination of ADB and fee-based charging as specified in "Annex A. When applicable, client must submit certificate of creditable tax withheld at source (BIR 2307) of the applicable period, not later than 10 calendar days of the following month.

7.4 The required ADB is based on the projected transaction volume per month as indicated in "Annex A." In case the transactions exceed the projected volume, the Customer agrees that METROBANK may debit fees from any Account/s equivalent to the additional transactions.

7.5 If the Customer is unable to meet the total required ADB as indicated in "Annex A," METROBANK shall automatically charge the Customer a penalty fee of 5% per annum of the ADB shortfall to be debited monthly from its Account.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All rights, titles, trademarks, copyrights and interests arising from or in connection with the EB Services are owned by METROBANK or the relevant Third Party Provider.

8.2 The Customer recognizes such proprietary interest and agrees to use the EB Services only for its intended purpose and shall not disassemble, decompile, copy, modify or reverse-engineer relating thereto or allow anyone else to do so. Customer will be solely liable for all costs and expenses incurred by METROBANK in rectifying such violation of this clause.

9. COMMUNICATION CHANNELS, NOTICES AND ALERTS

9.1 Customer shall regularly review and examine notices and alerts concerning the Account/s or the EB Services sent by METROBANK through METROBANK's website, notices, phone, e-mail messages, electronic alerts, specific prompts, reminders, transactional confirmation, and/or other electronic channels using the contact details provided to METROBANK. Customer must always ensure that these contact details are accurate and updated.

9.2 Customer shall communicate with METROBANK regarding any concern/complaint through the use of METROBANK points of contact:

Email: transactionbankingservices@metrobank.com.ph
Landline: (02) 88-988-800
Domestic Toll Free: 1-800-10-8579727

These communication channels are available from 8:30 AM to 5:30 PM from Mondays to Fridays, except bank holidays.

9.3 It is the Customer and its User's responsibility to ensure the security of their phones, e-mail addresses and network communication facilities and hereby holds free and harmless METROBANK, its subsidiaries and affiliates, as well as any of its officers, directors and employees against any and all losses, claims, damages, penalties, liabilities, suits and costs of any kind arising from such breach of security, including but not limited to those relating to secrecy laws or regulations (if any) should any communication be viewed or accessed by any unauthorized person.

9.4 Should the Customer receive any data or information that is not intended for the Customer, it will immediately notify METROBANK and delete such data or information from its phone or System. Customer shall maintain the confidentiality of such information.

10. LIABILITY

10.1 METROBANK shall not be liable for any loss or damage of whatever nature arising from or in connection with the following: (a) any unauthorized interceptions or use of data relating to the Customer or to the Account/s; (b) disruption, delay or inability to access and/or use the EB Services due to circumstances beyond METROBANK's reasonable control such as prolonged power outages, problems due to hardware or software (including viruses and bugs), System related issues and maintenance (e.g. incompatibility, upgrade errors in the System), breakdown in telecommunication facilities, fires, typhoon, flood, earthquake or any other similar calamity or war, terrorism, revolution, riot, civil or military disorder, strike, lockout or other industrial action, acts of the government and other similar acts; (c) any improper, fraudulent, unauthorized transactions due to theft, unauthorized disclosure of the Security Profile or violation of the Protocol, with or without the Customer's participation; or (d) inaccurate, incomplete or delayed information due to disruption or System failure; or (e) other causes, which effectively prevents METROBANK from implementing an Instruction or complying with its obligations.

10.2 METROBANK will not be liable for special, consequential, indirect, incidental, punitive damages or loss of actual or anticipated profits arising out of or in connection with the ETB Services, and the non-performance and unavailability of any Third Party Provider, any modification, suspension or termination of the use of EB Services, whether Customer had advised METROBANK of the possibility of such loss or damage.

(Authorized Signatory's Signature over Printed Name)

(Authorized Signatory's Signature over Printed Name)

10.3 Customer agrees to defend, hold METROBANK free and harmless and indemnify METROBANK from and against all claims, any losses, liabilities, suits, damages, and/or any other expenses, including but not limited to those related to secrecy laws or regulations or data privacy, that are caused by or arising from or in connection with the Customer's breach of these Terms and Conditions.

11. ACCOUNT INFORMATION, BANK SECRECY AND PERSONAL DATA

11.1 METROBANK will take commercially reasonable precautions to preserve the integrity and confidentiality of information relating to the Customer, its Account/s and Users. However, the Customer acknowledges and agrees that METROBANK is authorized to provide or disclose information, including Personal Data and Account/s details to any Third Party Provider to the extent necessary: (a) for the purpose of giving effect to any Instructions; or (b) for complying with this Terms and Conditions, applicable laws, regulations or any order or directive from courts or regulatory agencies such as the Bangko Sentral ng Pilipinas (BSP).

11.2 Customer waives its right of confidentiality under Philippine bank secrecy laws including but not limited to R.A. No. 1405 (Law on Secrecy of Bank Deposits), R.A. No. 6426 (Foreign Currency Deposit Act) and R.A. No. 8791 (General Banking Law of 2000), as may be amended in each case, to the extent necessary for METROBANK or Third Party Provider to deliver the EB Services to the Customer and perform their obligations herein.

11.3 For so long as the Customer avails of the EB Services, it acknowledges and agrees that METROBANK or the Third Party Provider can hold, process or use any of its User's Personal Data in connection with the access or use of the EB Services.

11.4 If Customer provides Personal Data of any individual including its Users and authorized representatives, Customer confirms, warrants and represents that it had obtained the required consent of such individuals to the collection, processing, use and disclosure of their Personal Data to METROBANK or a Third Party Provider in accordance with Data Privacy Act of 2012 and METROBANK's policies related to Data Privacy and Information Security or any amendments thereof.

11.5 Customer and its Users agree that its use of EB Services will constitute as its acceptance of METROBANK's policies including those related to Data Privacy and Information Security or any amendments thereof.

11.6 Report within twenty-four (24) hours of becoming aware of any unauthorized use or disclosure of the personal data or any security incident or possible security breach, a party shall promptly report such fact to the other party who shared the personal data. Both Parties shall, within seventy-two (72) hours from such occurrence, notify the National Privacy Commission and the concerned data subjects in accordance with NPC Circular 16-03.

12. RECORDS CONCLUSIVE

12.1 Customer should regularly review its Account/s and perform regular account reconciliation. With the continued used of the EB Services, Customer's accepts the responsibility to examine and verify each entry and detail in the Account/s and Instructions as part of due diligence and good corporate governance.

12. 2 Customer should regularly review its Account/s (including, but not limited to, account balances, check images available and any transaction records that were issued against Customer's Account) and records of the Instructions sent and processed through EB Services and immediately or within thirty days (30) days from transaction date, inform METROBANK of any discrepancy or inaccuracy in any advice or notice, statement or any record sent through EB Services in accordance with clause 9. Should the Customer fail to do so, the Customer is deemed to have accepted the accuracy of such notice, statement, record or transaction.

12.3 Except for manifest error, Customer accepts METROBANK's records of any Instruction as final, correct, complete, conclusive and binding against the Customer. Any claim against us on any matter on the EB Services beyond the said period are considered waived.

13. TERMINATION OR SUSPENSION OF ACCESS

13.1 METROBANK reserves the right to terminate or suspend the Customer's or its User's access to the EB Services without prior notice in case: (a) the Customer is in breach of these Terms and Conditions or any other agreement with METROBANK; (b) it is required to comply with any legal or regulatory obligation, order of a competent court or METROBANK's internal policies and procedures; (c) Customer is insolvent; (d) Customer mishandles its Account/s; (e) the Account/s may have been used or is being used for any fraudulent or illegal transactions or activities, such as but not limited to violation of anti-money laundering and terrorist financing laws; (f) such action is required to protect METROBANK's System from harm, including any form of denial of service attack or from viruses or malicious codes; (g) Users' inactivity for more than one (1) year from last access; or (h) in METROBANK's sole judgement, the Customer's continued access to the EB Services may expose METROBANK to any commercial, fraudulent, reputational, legal, regulatory or other risks.

13.2 Either Party may, at any time, and without incurring any liability, terminate the Customer's access to the EB Services by providing the other Party with at least 30 calendar days prior written notice.

14. OTHERS

14.1 Customer can report any unauthorized transaction, records, errors or complaints/concerns through any of the following points of contact; (a) METROBANK's Customer Service; (b) E-mail; (c) EB Services; or (c) any of METROBANK's branches or offices.

14.2 Customer agrees to cooperate with METROBANK and provide the necessary information for the investigation and resolution of a complaint.

14.3 Customer may not assign any of its rights and obligations pursuant to its use and access to the EB Services to any third party, without METROBANK's prior written consent.

14.4 METROBANK may assign, license, sub-contract, transfer or delegate any of its rights or obligations herein to any of its subsidiaries, affiliates, or any other third party without prior notice to the Customer if it does not materially adversely affect the provision of EB Services to the Customer.

14.5 METROBANK reserves the right, at any time, to amend or modify these Terms and Conditions and standard fee pricing with sufficient prior notice. It is the Customer and User's responsibility to check for any changes to these Terms and Conditions. Any modification and/or supplement to these Terms and Conditions will be posted on METROBANK's website or sent through other communication channels under clause 9. If the Customer does not agree with the revisions or fails to receive any proper notice on the changes in the terms and conditions, Customer has the right to terminate the contract, provided, that such right is exercised within thirty (30) days from receipt of notice or thirty (30) days from issuance of public notice. Continued use of the EB Services shall constitute Customer's acceptance of the amended Terms and Conditions.

14.6 Customer represents and warrants at all times that (a) all executed documents or forms submitted to METROBANK have been duly authorized by, and validly executed by an official having authority from, its board of directors, stockholders or other governing body and are all valid, enforceable, and binding against the Customer; (b) all information provided to METROBANK in connection with the EB Services are true, complete and accurate; (c) the Customer is validly existing and legally capable of entering into and performing its obligations under this Terms and Conditions; and (d) the Customer's Instructions and use of the EB Services will not violate any contract, law or regulation.

14.7 By using the EB Services, the Customer agrees to be bound by the foregoing Terms and Conditions, policies, laws, rules and regulation applicable to METROBANK, the EB Services and its delivery channels, now existing or which may hereinafter be issued.

14.8 These Terms and Conditions are construed and governed by Philippine laws and regulated by BSP (https://www.bsp.gov.ph). Any dispute arising from or pursuant to these terms and conditions shall be resolved exclusively before Makati Courts, Philippines.

CUSTOMER NAME: Click here to enter text.

By: _____
(Authorized Signatory's Signature over Printed Name)
NAME: Click here to enter text.
POSITION: Click here to enter text.
DATE: Click here to enter text.

SIGNATURE VERIFIED

By: _____
(Authorized Signatory's Signature over Printed Name)
NAME: Click here to enter text.
POSITION: Click here to enter text.
DATE: Click here to enter text.

Electronic Banking Terms and Conditions
Standard Fee and Charging for Electronic Banking Services

Collection Solutions		
Product Name	**ADB Requirement**	**Transaction Fee**
Present and Pay	PHP 1,000,000 with 5% per annum of the ADB shortfall	PHP 5.00
Direct Debit	PHP 500,000 with 5% per annum of the ADB shortfall	PHP 6.00 per debit PHP 15.00 per account enrolled
Business Payment Gateway	PHP 5,000,000 with 5% per annum of the ADB shortfall	PHP 10.00 and PHP 10,000.00 One-time Implementation Fee
Check Warehousing	PHP 500,000 with 5% per annum of the ADB shortfall	PHP 30/ check warehousing PHP 50/ check pull out
Payment Solutions		
Product Name	**ADB Requirement**	**Transaction Fee**
Domestic Transfer – RTGS	N/A	PHP 500.00
Domestic Transfer – PESONet	N/A	PHP 50.00
Domestic Transfer – PDDTS	N/A	USD 10.00 or PHP 500.00
Domestic Transfer – GSRT	N/A	USD 10.00 or PHP 500.00
Foreign Transfer (SWIFT)*	N/A	USD 10.00 or PHP 500.00
Manager's Check	PHP 500,000 with 5% per annum of the ADB shortfall	PHP 30.00
Corporate Check – Branch Printing	PHP 500,000 with 5% per annum of the ADB shortfall	PHP 40.00
Corporate Check – Client Printing	PHP 500,000 with 5% per annum of the ADB shortfall	PHP 10.00
Basic Banking		
Service Name	**ADB Requirement**	**Transaction Fee**
Standard Statement of Account Generation	N/A	PHP 100.00 for AdHoc printing and PHP 1,000.00 per month
Stop Payment Order	N/A	PHP 100.00
Check Cancellation	N/A	PHP 50.00
Checkbook Stock Request	N/A	PHP 500.00 per booklet
Channel Connectivity and Reports		
Connectivity	**ADB Requirement**	**Monthly Fee**
Host-to-Host, File Transfer Protocol	N/A	PHP 500.00
MBOS Collection Reports	N/A	PHP 300.00

**Documentary Stamp Tax: PHP 0.60 for every PHP 200.00 plus correspondent bank charges*

By: _____
(Authorized Signatory's Signature over Printed Name)

By: _____
(Authorized Signatory's Signature over Printed Name)