



PHILTRUST BANK ONLINE TERMS AND CONDITIONS

The following terms and conditions shall govern the use of Philtrust BankOnline. By availing this service and accessing Philtrust BankOnline, the Depositor, absolutely, unconditionally, and unqualifiedly, accepts all the terms and conditions specified hereunder, and willingly, freely, and voluntarily agreed to be bound thereby.

I. PHILTRUST BANK ONLINE SERVICE

Philtrust BankOnline is a browser-based web application that, upon enrollment and approval, will allow Philtrust Bank customers to view balances and transaction histories on all eligible accounts such as ATM savings accounts and time deposits, transfer funds between savings and checking accounts, pay bills, request for checkbooks and avail of other services offered online by the Bank. Philtrust BankOnline is available twenty-four (24) hours a day, seven (7) days a week. However, at certain times, some or all of the services of Philtrust BankOnline may not be available due to system or host maintenance, problems in telecommunication, electrical or network failure or other reasons beyond Philtrust Bank's control. The Bank reserves the right to schedule and perform system and host maintenance, as it deems necessary.

Although Philtrust BankOnline may be available, the Depositor understands that: Banking Days are Mondays through Fridays, excluding holidays. Any financial transaction the Depositor entered into, initiated and concluded thru Philtrust BankOnline shall be processed and value-dated on the same day; unless that day is a non-banking day in which case financial transactions shall be processed on the same day but value-dated the next banking day. For instance, a fund transfer transaction effected on a Saturday or Sunday, will be posted to the Depositor's account immediately but value-dated on the immediately succeeding banking day, which is a Monday.

Philtrust Bank does not represent and secure the complete compatibility and accessibility of Philtrust BankOnline with all types of browsers, and devices.

II. ACCESS TO PHILTRUST BANK ONLINE

Only account/s duly enrolled in Philtrust BankOnline may be accessed online.

a. Enrollment

Account Enrollment is performed in two (2) ways:

1. Initial Enrollment, in which the Depositor shall properly and completely fill the Philtrust BankOnline Enrollment Form, and then personally submit it to any of Philtrust Bank's branches. The enrollment form is available in any branch, or may be downloaded and printed from the Bank's official corporate website at <https://www.philtrustbank.com/philtrust-bankonline>.

2. Online Enrollment Request, wherein the Depositor, upon being granted access to Philtrust BankOnline, will request for the enrollment of other owned accounts besides the account already registered through the Initial Enrollment process. For the types of accounts that may be enrolled, see item *II-b. Account Types*.

Enrollment in Philtrust BankOnline shall be effective upon the Depositor's receipt of the Bank's confirmation of the activation of his/her/their accounts in Philtrust BankOnline and shall remain in full force and effect until after the Bank receives from the Depositor a written notice of its termination. However, the Bank may, at any time, suspend or terminate the access and use of Philtrust BankOnline and any of its services, or this Agreement, in whole or in part, with or without prior notice.

b. Account Types

During Initial Enrollment, a Depositor shall register one (1) account with any of the following types:

1. Regular Savings Account
2. Current / Checking Account
3. ATM Savings Account
4. Employee Payroll Account (for PTC employees only)

During Online Enrollment Request, and when the Depositor had already been granted access to Philtrust BankOnline, **he/she/they may perform multiple**, separate enrollment requests for accounts of the following types:

1. Regular Savings Account
2. Dollar Savings Account
3. Current / Checking Account
4. ATM Savings Account
5. Time Deposit
6. Employee Payroll Account (for PTC employees only)

c. Transaction Restrictions

The Depositor shall be guided by the most recent transaction restrictions imposed by the Bank on certain types of accounts, as communicated through the Bank's official corporate website, email, SMS and/or other means.

d. Joint Accounts

For joint "OR" accounts, it is hereby understood that the Terms and Conditions governing the use of Philtrust BankOnline shall be binding on each and every

one of the joint depositors who shall be jointly and severally responsible and/or liable for any and all transactions effected through Philtrust Bank Online. The Depositors fully understand that any and all transactions effected by any one of them through Philtrust BankOnline are conclusively presumed to have been effected with the full knowledge and consent of all the co-depositors.

Joint "AND" accounts may not be enrolled in Philtrust BankOnline. It is hereby understood that the rules and regulations governing the Depositor's bank account/s, insofar as they are not inconsistent with the Terms and Conditions governing the use of Philtrust BankOnline, shall remain in full force and effect.

e. Accessing through Philtrust Bank Website

Access to Philtrust BankOnline Service shall be made by visiting the Philtrust Bank corporate website at <https://www.philtrustbank.com>, and by clicking the link to the secured web address published in the site. For security reasons, the Depositor is encouraged to access Philtrust BankOnline through this manner only. The Bank reserves the right to change the web address of Philtrust Bank Online at any time with or without prior notice.

f. Updating and Safekeeping of Contact Information for Access

The Depositor allows the collection and safekeeping of his/her/their mobile number and email address and represents to the Bank that these contact information are true and correct. The Depositor undertakes to immediately notify the Bank of any change in these designated contact details necessary to facilitate the access and use of Philtrust BankOnline. The Depositor further releases the Bank from any liability that may arise out of the Bank's sending of One Time Passwords (OTP) and other pertinent information to the contact details provided by the Depositor.

III. SECURITY

a. The Depositor shall be responsible in ensuring the confidentiality of his/her/their password, answers to the security questions, and OTPs to maintain the security of his/her/their account. The password and answers to the security questions created by the Depositor are intended for his/her/their exclusive use and should not be divulged or disclosed to any other person. The Depositor shall take appropriate measures to safeguard and protect the confidentiality of his/her/their password, answers to the security questions and OTPs in order to prevent the discovery and unauthorized use thereof. To protect the security of his/her/their account, the Depositor shall, from time to time, modify, alter, or completely change his/her/their password.

b. The Depositor is considered to have exclusive and sole access to his/her/their account through Philtrust BankOnline, and shall be fully responsible for any and all transactions effected therein. Thus, any transaction affecting his/her/their account made through Philtrust BankOnline shall be conclusively presumed as having been made, completed, and accomplished by the Depositor.

c. The Depositor shall regularly review his/her/their enrolled account/s to ensure that account details and transaction history are correct and accurate. The Depositor further undertakes to immediately inform the Bank of any suspicious activity or transaction in relation to their account and hold the Bank free from liability from any loss, damage or injury that may arise.

IV. SERVICES AVAILABLE

The following services may be availed by the Depositor through Philtrust BankOnline:

A. ACCOUNT DETAILS

The Depositor may access, verify, and examine details of his/her/their enrolled account/s, including the present balance of the account and the transaction history thereof. The Depositor may not be able to see special instructions related to the enrolled account/s such as Time Deposit accounts.

B. ELECTRONIC FUND TRANSFERS

Indicated below are types of Electronic Fund Transfers (EFTs) available in Philtrust BankOnline:

1. **REGULAR ONUS TRANSFERS**, wherein the Depositor can transfer funds from his/he/their own enrolled Philtrust Bank account to another owned enrolled account, or to an enrolled 3rd party or beneficiary account also maintained with Philtrust Bank. With regular onus transfers, the Depositor may choose to transfer funds in real-time, future-dated, or on a recurring basis.

a) **REAL-TIME FUND TRANSFER** – a transaction that takes place over the online banking system, among bank accounts opened at Philtrust Bank or to accounts of different financial institutions, through the InstaPay and/or PESONet services.

b) **FUTURE DATED FUND TRANSFER** – a transaction that will be effected

on the date selected (Effective Date of Transfer). Funds will be debited at the start of the same working day of the Effective Date of Transfer.

c) **RECURRING FUND TRANSFER** – transfers between accounts that are

for the same amount at specified intervals, e.g., weekly, every 2 weeks, quarterly, etc.

All transfers effected through the use of InstaPay and PESONet shall be subject to the terms and conditions on the use of these account fund transfer services.

2. **INTERBANK TRANSFERS**, wherein the Depositor can transfer funds from his/her/their own enrolled Philtrust Bank account to another bank account opened at Philtrust Bank or to an account of a different financial institution, through the InstaPay and PESONet services, and only in real-time basis. Information on InstaPay and PESONet is available at the corporate website. The Bank may impose a limit on the amount of funds and the number of times that the Depositor can transfer within a certain period. The Bank may likewise collect fees from certain fund transfer transactions. These limits and charges, and updates therein, will be published on the Philtrust Bank corporate website. A fund transfer may only be completed if the enrolled account has sufficient balance. The Depositor shall hold Philtrust Bank free from any liability for an unsuccessful fund transfer.

In case of multiple scheduled fund transfers from an enrolled account which have to take effect on the same day, and the enrolled account does not have sufficient funds to complete all the fund transfers, the fund transfers first created shall take preference over the other fund transfers made on a later date.

C. CHECKBOOK REORDER

The Depositor may request for the requisition/reorder of checkbooks. The cost for the said checkbooks shall be debited from the current account enrolled to the Depositor's online account. The Depositor may not place requisitions for checkbooks online if no current account has been enrolled in Philtrust Bank Online. The maximum number of checkbooks that may be ordered in one request is two (2) checkbooks.

All checkbooks ordered online shall be picked up from the branch where the current account is maintained. For branches within Metro Manila, checkbooks will be available for release after ten (10) banking days from the date of request. For branches located outside Metro Manila, checkbook/s will be available for release after fifteen (15) banking days from date of request. In the event that the checkbook/s shall be received by a representative; the Depositor shall issue a duly signed authorization letter in favor of the said representative and the Bank will not be held liable for delay or non-receipt of the checkbook from his/her authorized representative. The Depositor fully understands that all requests for checkbook reorder/requisition shall always be subject to Bank approval.

D. BILLS PAYMENT:

The Depositor may effect payment to various merchants through Philtrust Bank Online. The payment shall be effected by debiting from the enrolled account or any of the enrolled accounts such amount as specified by the Depositor and crediting the same to the chosen merchant. Bills payment may be effected real-time, on a future chosen date or on a recurring basis. Payment may only be processed if the enrolled account has sufficient available balance. Payment for past due or overdue account/s may be processed through Philtrust BankOnline but any service charges, penalties, and all other charges imposed by virtue of the late payment, including reconnection of service, reinstatement of service contract, or the like, shall be directly settled by the Depositor with the merchant.

Philtrust Bank shall not be compelled to perform reversals for completed transactions and shall not be held liable for any discrepancy between the amount paid and the amount due; any delay in the posting of payment; disconnection or termination of contract resulting from late payment; unsuccessful payment transaction, unauthorized or double debiting of account due to depositor's fault, and all other risks, errors or mistakes in executing the payment which are beyond the control of Philtrust Bank. The Depositor shall hold Philtrust Bank free from any claims, liabilities, demands, actions and proceedings arising therefrom. The Depositor shall be solely responsible in complying with the rules, policy, and procedures of the merchant and any controversy arising therefrom shall be resolved by and between the Depositor and the concerned merchant.

Philtrust Bank shall not be considered a party to any transaction between the Depositor and the biller for transactions entered, initiated and completed through Philtrust BankOnline and shall be free from any liability from loss, damage and injury and arising from the said transaction. However, the Bank shall be allowed to disclose details pertinent to transactions between the Depositor and the biller for purposes of processing and completing the transactions.

V. INQUIRIES AND COMPLAINTS

Inquiries, complaints, and other concerns relating to the use of Philtrust Bank Online may be conveyed and sent to Philtrust Bank through the following means of communication:

- i. Philtrust Bank's Customer Service at telephone no. 8524-9061
- ii. Electronic Mail (E-Mail) at Ptc_customerdesk@philtrustbank.com
- iii. Philtrust BankOnline website and Philtrust Bank's official corporate website, and
- iv. To any of Philtrust Bank's branches

For concerns requiring immediate response, the Depositor is advised to course his/her/their concern/s to Philtrust Bank's Customer Service, or to any branch of Philtrust Bank.

VI. NOTICES AND ANNOUNCEMENTS

Notices, announcements, and any other communications shall be made known to the Depositor through mail, electronic mail, facsimile, telephone call, short messaging service (SMS), online announcements in Philtrust Bank's official

corporate website, or any such mode of communication as may be deemed suitable or effective by Philtrust Bank.

VII. TERMINATION OF ENROLLMENT

Philtrust Bank has the exclusive right to terminate the access and use of Philtrust BankOnline in the event of breach by the Depositor of any of the Terms and Conditions governing the use of Philtrust BankOnline, death of the Depositor, or such other reasonable grounds with or without prior notice. Notwithstanding the termination of this service, the Terms and Conditions shall continue to apply with respect to those acts and/or omissions committed prior to the actual date of termination.

The Depositor may terminate his/her/their use of the service at any time by writing a letter request to The Head Customer Assistance Officer at the address provided in the corporate website. If the Depositor would terminate the service, the Depositor authorizes Philtrust Bank to continue making transfers that have been previously authorized and scheduled payments until such time that the Bank have had a reasonable opportunity to act upon the Depositor's termination notice, not to be less than ten (10) Business Days after oral or written notice is received by Customer Service. Once Philtrust Bank has acted upon the Depositor's termination notice, Philtrust Bank will make no further transfer or payment from the Depositor's account through the service, including any transfer that have been previously authorized or scheduled payment. Termination will not affect the Depositor's liability or obligations under the Agreement.

VIII. OTHER AGREEMENTS

A. The Depositor agrees to hold Philtrust Bank free and harmless from any liability, claim, demand, action, suit, or proceeding, of whatever nature, that may arise from, or in connection with, the following:

1. The interruption and disruption of Philtrust BankOnline, including the failure or delay in completing a transaction, brought about by circumstances which are beyond the control of Philtrust Bank, such as but not limited to force majeure, fortuitous events, public disturbances, and other similar or related causes.

2. The improper, unauthorized, or fraudulent access of the Depositor's account irrespective of whether the improper, unauthorized or fraudulent access was carried out with or without the consent of the Depositor, or with or without the latter's concurrent negligence or participation.

B. Philtrust Bank reserves the right to impose fees and charges for the use of Philtrust BankOnline and to be indemnified for any losses, damage, and injury that the Bank may sustain in relation to the improper, unauthorized and fraudulent use of Philtrust BankOnline.

C. Philtrust Bank has the exclusive right to revise, amend, modify, or alter, any of the terms and conditions governing the use of Philtrust BankOnline, as it may deem appropriate and necessary. Any changes, amendment, alteration, or modification of such terms and conditions shall be made known to the Depositor through any of the modes provided under Section VI. Notices and Announcements. It is hereby understood that the continued use by the Depositor of Philtrust BankOnline after such announcement or notice shall be deemed as full acceptance of such changes, amendment, or modification.

D. In the event of conflict between the Terms and Conditions governing the use of Philtrust BankOnline and the terms and conditions governing the specific product, service, or transaction, the latter terms and conditions shall prevail.

E. Philtrust Bank may introduce additional services in Philtrust BankOnline. The Depositor shall be notified of the said new services in any of the modes provided in paragraph VI. Notices and Announcements hereof. The use by the Depositor of the new/additional services once available shall be construed as his/her acceptance of the terms and conditions governing the said services.

F. The Terms and Conditions in the use of Philtrust BankOnline, including the management and access of the accounts through Philtrust BankOnline, shall be governed by all applicable laws, rules and regulations issued by the Bangko Sentral ng Pilipinas (BSP) and other government agencies.

G. All symbols, designs, logos, images, pictures, business methods, and software, appearing, or used in the operation of Philtrust BankOnline are the intellectual property rights of Philtrust Bank, and/or of Philtrust Bank's technology partner for Philtrust BankOnline.

H. Any and all legal action/s that may arise from the use of Philtrust BankOnline shall only be brought exclusively in the Courts of the City of Manila and waiving for this purpose any other venue.

IX. LIMITATION OF WARRANTIES

The Depositor fully understands that Philtrust Bank does not warrant that Philtrust BankOnline will be uninterrupted, free from delays or failures or errors, secured from unauthorized access or interception, or free from risks and viruses, and hereby accepts that access to Philtrust BankOnline will not fully guarantee the completion and/or delivery of the service chosen.

X. DATA PRIVACY STATEMENT

In compliance with the requirements of the Data Privacy Act of 2012, we authorized Philtrust Bank and its duly accredited service providers to process my/our personal and/or sensitive personal information in the course of providing the various services available in Philtrust BankOnline. These information may be collected, processed, stored, updated or disclosed by Philtrust Bank or continually be collected processed and/or shared for five (5) years from conclusion of our transaction and/or availment of online services, or until the expiration of the retention limits set by applicable law, whichever comes later, (i) for legitimate purposes; (ii) to implement transactions I/we requests, allows, or authorizes; (iii) to offer and provide new related products and services of the Bank; (iv) to comply with Philtrust Bank's internal policies and its reporting obligations to governmental authorities under applicable laws. The Depositor's continued access to Philtrust Bank's network, websites or use of Philtrust BankOnline shall be construed as his/her continuing acceptance of any revisions or updates in Philtrust Bank's Data Privacy Statement.

XI. SEVERABILITY CLAUSE

If any provision of this Terms and Conditions shall become or will be declared as invalid or unenforceable, all the remaining provisions shall remain in full force and effect.