



Account Terms & Conditions



GoTyme Bank Account Terms and Conditions

I/We agree to be bound by the following terms and conditions governing any account(s) (hereinafter referred to as "Account"), which I/we have opened or may hereafter open at any digital channel of GOTYME BANK CORPORATION (the "Bank"). The words "I", "Me", "Us", and "Our" used herein shall refer to the person(s) who opened the Account. The words "You" and "Your" shall refer to the Bank.

I/We acknowledge and understand that (i) the GoTyme Digital platform is accessible via self-service kiosks, mobile or other channels that you may implement in the future; and (ii) your mobile application is an application-based service that is available on reputable third-party repositories (such as Apple Store and Google Play). I/We will verify the integrity and authenticity of the application prior to its download.

I/We acknowledge that this Terms and Conditions executed through electronic or digital means are legally sufficient, binding, and enforceable. By using, and continuing to use, any of your digital platforms and availing of your products and services, I/we understand and agree to be bound by these Terms and Conditions and by other terms and/or rules that may apply to my/our Account(s) and other products and services availed of, which shall be incorporated herein by reference. I/We understand that we can view and print the Terms and Conditions and/or access it again in the future through your electronic banking platform or by contacting your Customer Service Hotline.

ACCESS AND USE

1. I/We agree and understand that you shall initially assign and provide me/us with a pre-generated sixteen (16) digit Visa Debit Card Number and a three (3) digit card verification value (CVV2). I/We agree to assign a Card Personal Identification Number (Card PIN) via digital banking platform for the ATM Channel, which I/We agree not to share and/or divulge to any person. I/We shall hold the Bank free and harmless from any liability arising from any losses should any person become aware of my/our PIN.
2. I/We agree and understand that the VISA Debit Card shall only be valid until its expiration month. Usage beyond the expiration month shall automatically be rejected. I/We agree and understand that any transaction effected by using my/our VISA Debit Card through the following channels shall be conclusively presumed to be done or authorized by me:
 - i ATM Withdrawals by entering my/our Card PIN;
 - ii Purchase transaction via point of sale (POS) terminal by signing of sales voucher; or
 - iii Purchase transaction via internet or mail order by entering at a minimum the card number and CVV2; and
 - iv Purchase transaction via internet or mail order where an OTP was used to confirm the transaction.



3. I/We can access your electronic banking platform twenty-four (24) hours a day, seven (7) days a week. I/We understand and accept that, at certain times, some or all services may not be available due to system maintenance, telecommunication, interconnection or electrical network failure, or other causes which may be beyond your reasonable control.
4. By using your electronic banking platform, I/we acknowledge and agree that I/we will be liable for any misuse of my/our Account or my/our failure to observe these Terms and Conditions. I/We understand and agree that you may at any time deny my/our access to the electronic banking platform if I/we cease to have an eligible Account, misuse my/our Accounts(s), or if you suspect that my/our Account may have been compromised or used for fraudulent or illegal activities.

DEPOSITS, WITHDRAWALS, PAYMENTS & OTHER TRANSACTIONS

5. In opening an account with you, I/we understand that you are a digital bank which does not maintain physical branches, and agree that my/our deposits, payments, transfers, withdrawals and other products and services will be transacted using your mobile banking application, self-service kiosk, other digital channels, as well as through bank and payment partners such as, but not limited to, ATM Network, Visa, and/or cash agents which you may authorize to provide specific services ("Bank Partners"). I/We agree to check and verify the authority of these Bank Partners prior to transacting with them, and hold you free and harmless from any loss or liability which may arise or relate to my/our transactions with unauthorized Bank Partners.
6. In receiving items for deposit, you shall be deemed to act merely as my/our collecting agent and you shall have no responsibility beyond the exercise of due care in selecting correspondents. Until such time as you are actually paid, you shall have the right to charge back my/our account for any amount previously credited, whether or not the deposited item is returned. You shall not be liable for items lost in transit, including but not limited to checks drawn on you which are not paid because of insufficiency of funds, forgery, unauthorized overdrafts, stoppage of payment or any other reason. I/We shall assume full responsibility for the correctness, genuineness, and validity of all items deposited as well as of all endorsements thereon. You shall not be liable for any loss which I/we may sustain from "subject-to-count" deposits.
7. In making a deposit, I/we agree to assume full responsibility for the accuracy and correctness of the information provided and I/we further agree to hold you free and harmless from any liability for losses due to an incorrect number or any other information provided although the name of the depositor is correctly written.
8. I understand that you provide different types of deposit accounts for my banking needs:
 - i GoTyme Bank Account: A non-interest bearing current account that allows me to shop and access my money anytime through GoTyme Bank's digital channels, linked virtual and physical debit card, and Bank Partners.



ii Go Save Account: An interest bearing savings account accessible through GoTyme's mobile application

9. I understand that interest on my Go Save Account will be calculated based on my daily ending balance of my Go Save account. Interest will be calculated on a daily basis and will be credited on the first day of each month according to the Bank-determined interest rate as are/will be reflected on the pricing advisories and as the same may be amended, revised, updated and/or supplemented from time to time. I understand and acknowledge that if I close my Go Save account prior to the interest crediting date, I will not receive the uncredited interest calculated for the month. I may move my funds to another account while maintaining my Go Save account open to still be able to receive the interest at the scheduled interest crediting date.

10. By opening my/our account through any of your digital channels, I/we hereby agree and commit to regularly monitor my/our account using such electronic banking application which contains the updated and most accurate information regarding the details of my/our account. If there would be discrepancies noted on any information or balances as shown between any bank statement and the electronic banking application, I/We hereby obligate myself/ourselves to immediately report to you such discrepancies.

I/We recognize that such electronic banking application shows the current and accurate information of my/our account with you especially of my/our Accounts' running balances and corresponding debit or credit transactions made thereto. Hence, any difference that may be noted between your records as reflected in my/our account's electronic banking application and the statement of account or any other paper-based documents in my possession, I/we agree that your electronic records as found in your deposit system will conclusively prevail absent clear and manifest error.

11. Over the counter withdrawals through authorized Bank Partners shall be made by presenting a valid cash out/withdrawal voucher, notwithstanding any document such as transaction slips that may be required by such Bank Partners. I/We will pay any applicable stamp, transmission or other charges related to withdrawals from the Account upon demand.

12. I/We agree and understand that any transaction effected by using my/our Visa Debit Card and Card PIN, CVV or other acceptable means of authentication through any electronic banking channel shall be conclusively presumed to be done or authorized by me/us, and I/we shall be solely responsible and liable for all these transactions I/we make using your electronic banking platform or the platforms of your Bank Partners, and for paying any and all applicable fees and charges. I/We shall hold you, your directors, shareholders, officers and employees free and harmless from any and all losses arising from or as a consequence of the transactions presumed to be done or authorized by me/us.

13. I/We agree and understand that you shall have no obligation to verify the authenticity of any of my/our transaction/s other than by means of verification of my/our Visa Debit



Card and Card PIN, CVV, or other acceptable means of authentication. The authentication of my/our Visa Debit Card and Card PIN or CVV shall be sufficient authority for you to carry out my/our transactions through electronic banking channels.

14. I/We agree and understand that the reconciling media or records of my/our transaction/s on any electronic banking channel or device shall be the printed transaction receipt, if any, and the displayed output on any electronic device produced by inserting, entering or inputting of my/our Debit Card and PIN or other authenticating factor/s.
15. Payments and Transfers
 - a. I/We understand that you shall not be responsible for any charges imposed on me/us or any other action taken against me/us by a payee arising from the non-processing of my/our instruction due to any of the following reasons/conditions:
 - Incorrect Account Information, including but not limited to incorrect Account Number, Account Name, and the Payment Amount;
 - Insufficient funds;
 - Closed Account, Hold Account or Dormant Accounts;
 - A court order or competent authority prohibits the Account from being involved in a financial transaction; or
 - Circumstances beyond your reasonable control (including but not limited to fire, flood, severe weather, earthquakes, technical errors, failure of electronic or mechanical equipment or communication lines or other interconnection problems, improper transmission or handling of payments by a third party and/or Bank Partners, or similar events) to prevent the completion of the transaction, despite reasonable precautions I/we have taken.
 - b. For immediate transfer or payment, I/we understand and agree that the amount of the payment instruction including the applicable charges and fees are deducted from my/our Account where the payment came from. The Account must have sufficient funds to cover the amount of the payment instruction plus charges and fees as applicable.
 - c. Applicable charges and fees shall be disclosed prior to my/our confirmation of the payment instruction.
 - d. I/We understand and agree that you are under no obligation or liability to proceed with the processing of a payment instruction unless and until my/our Account has sufficient funds. Only cleared and withdrawable balances shall be considered.
16. Intrabank Fund Transfer. I/We understand and acknowledge that I/we may transfer funds of the same currency between eligible Accounts that are accessible through the electronic banking application.
17. Intrabank Third Party Fund Transfer. I/We understand and acknowledge that I/we may transfer funds from my/our Account to any Account of the same currency.

18. Real-Time Low-Value Interbank Transfers. I/We understand and acknowledge that I/we may transfer funds from my/our Account to any participating bank's account. This transaction shall be subject to applicable bank charges and service fees, as determined by us and our Bank Partners, which shall automatically be debited from my/our Account. The fee will not be refunded if the payment is rejected or otherwise not received by the recipient.
19. Bills Payment. I/We may pay your bills due to various accredited institutions by debiting the amount from my/our Account.
20. Delayed Payments. I/We understand and acknowledge that you will endeavor to process all payment instructions initiated through your electronic banking application promptly but there may be delays that are caused by factors beyond your control. I/We understand and agree that if I/we are reasonably aware that there are technical problems affecting an instruction, your liability is limited to correcting any errors and refunding any fees that may have been charged to me/us as a result of any delay for the particular transaction.
21. Scheduled Payments (except Interbank Transfers)
 - a. I/We can schedule a payment instruction up to twelve (12) months in advance as either a one-time payment or a recurring payment. I/We understand and agree to check the status of my/our payment instructions after the scheduled payment date to ensure that it was successfully completed.
 - b. I/We are responsible for ensuring that there is sufficient balance on the source account during the start of day for any scheduled payment.
 - c. I/We understand and agree that a scheduled payment may not be successfully processed if:
 - there is insufficient available balance in the Account at the scheduled time and date of the transaction;
 - the payment will exceed the daily limit for the payment method (if applicable);
 - an invalid Account is selected;
 - any of the reasons/conditions in No. 13(a) apply; or
 - The payee is unable to receive payment for any reason at the time that payment is scheduled.
 - d. I/We may cancel or edit the amount of a scheduled payment that is still pending. A change to the scheduled payment will change the other scheduled payments to the same payee or the Recurring payment arrangement. I/We understand that once a payment instruction has been processed, it cannot be cancelled or edited.
22. I/We agree that you accept no responsibility for the refusal of any Merchant Establishment to honor the Visa Debit Card. You shall not incur any liability for such refusal, nor do you accept any responsibility for any proceeding, judicial or administrative.



23. I/We agree to fully comply and abide by the provisions of Republic Act No. 8484 or the Access Devices Regulation Act of 1998 governing the use of access devices in commercial transactions.
24. Daily Limits. I/We understand and agree that there is a Daily Payment Limit or the maximum amount I/we may transfer from my/our Account per day which may be found on the Limits page of your electronic banking application and/or your website. I/We will not be allowed to make any payment or transfer if I/we exceed the Daily Payment Limit. I/We understand that your Bank Partners may also impose other limits on transactions. I/We also understand that it is my responsibility to constantly check and monitor your electronic banking application and website for adjustments and changes to the Daily Payment Limit, which may be made by you from time to time, before making any payments and/or transfers.
25. I/ We understand and agree that you make no representations about the quality of the goods and services offered by third parties providing benefits, such as discounts, to me/us. You will not be responsible if the goods or service are in any way deficient or otherwise unsatisfactory. Should there be any complaint relating to any Merchant Establishment, the matter should be resolved with the Merchant Establishment and failure to do so will not relieve me/us from any obligations with you.
26. You shall not be responsible or liable for any diminution due to taxes or imposts or depreciation in the value of funds credited to the account (which funds may be deposited by you in your name and subject to your control with such depository/ies as you may select) or for the unavailability of such funds due to restrictions on convertibility, moratoriums, requisitions, involuntary transfer, distraints of any character, exercise of military usurped power, acts of war or civil strife or other cases beyond your control.

OTHER ACCOUNT SERVICES

27. I/We understand and acknowledge that the following non-transactional services are available through your electronic banking platform:
 - a. Account Balance Inquiry. I/We may view my/our Account information (such as transactions and balances) and view up to six (6) months of transactions for eligible Accounts.
 - b. Report Lost Card. I/We can suspend the use of my/our Visa Debit Card as of the date and time of my/our request, provided that I/we have entered the required information.
 - c. Change Password. I/We may change my/our password, PIN and other acceptable means of authentication by going to your electronic banking application at any time. I/We will be asked to enter my/our old password, PIN or other authentication information for security. The new password must comply with the password and other relevant policies you have set. My/Our password, PIN and other relevant authentication information will automatically expire after ninety (90) days. If I/we choose to waive the change, I/we may continue to use my/our current password.

- d. Updating my/our Contact Details.
- Email address – I/We agree to keep my/our email address current. I/We understand that I/we may update my/our email address through your electronic banking application. I/We further understand and acknowledge that if I/we do not provide you with a correct and current email address, you may not be able to provide me/us access to your electronic banking application and I/we may not receive important information regarding my/our Account(s).
 - Mobile phone number – I/We agree to keep my/our mobile phone number current. I/We understand that I/we may update my/our mobile phone number through your electronic banking application. I/We understand and agree that you may use my/our registered mobile phone number to send me/us the One Time PIN (OTP) and any information relevant to the electronic banking application.

STATEMENTS OF ACCOUNTS AND NOTICES

28. I/We have full responsibility for monitoring all information and transactions available to me/us through your electronic banking application.
29. I/We understand and agree that Statements of Account will be sent to me/us through electronically. I/We also understand that should I/we request, I/we may be furnished printed copy/copies of my/our Statement of Account upon payment of the applicable fees.
30. I/We shall carefully check all entries in the Statement of Account sent to me/us and reconcile the same with other bank documents and with the current information indicated in my/our Accounts in your electronic banking application. I/We shall notify you immediately, which in no case shall not be later than ten (10) days from receipt of the Statement of Account, if I/we become aware of any inaccurate information in your records or instruction history. If you do not receive any communication regarding the statement within the said period, said Statement of Account shall be conclusively considered complete and correct. I/We understand and agree that you will not be liable for any loss whatsoever if I/we fail to notify you of any such inaccurate information, or if I/we do notify you, the circumstances were such that you could not reasonably avoid or have avoided such loss from occurring.
31. I/We shall promptly notify you of any change of email address or other changes to the information we provided you. Correspondence sent to my/our registered email address shall be deemed to have been received by me/us. It is my responsibility to ensure that my registered email address is able to receive our correspondences by: 1. Making sure that my inbox has enough space to avoid emails from bouncing; 2. Fixing my settings to ensure that your email is not automatically sent to my junk or spam folder; and 3. Implementing other such means, methods, and best practices which are necessary.

GENERAL TERMS AND CONDITIONS

32. You may, at any time at your discretion and without notice to me/us, set off or apply to the payment of any obligation, matured or unmatured, that may be owing to you by any one of us, any and all moneys which may be in your hands or otherwise belonging to me/us. I/We shall remain liable for any deficiency. My/Our monetary obligations hereunder shall earn interest at market rates from the time that they are due until the same are fully paid.
33. You may, at any time and at your sole discretion, discharge your entire liability with respect to the Account by mailing me/us, at my/our email address appearing in your records, together with such other documents or instructions, if any, which in your sole discretion may be necessary to transfer such funds to me/us.
34. My/Our Account is subject to and shall be governed by all pertinent laws, the rules and regulations of the Bank, the Bankers Association of the Philippines (BAP), the Anti-Money Laundering Council (AMLC), Philippine Clearing House Corporation (PCHC), Bancnet, Visa, Philippine Payments Management Inc. (PPMI), and the Bangko Sentral ng Pilipinas (BSP). In the event that my/our Account is closed by you, you are authorized to volunteer, provide and disclose information on or affecting my/our Account to members of the BAP, the AMLC, the BSP, credit bureaus, or any central monitoring body created to monitor and keep record of undesirable bank account/account holders and other purposes provided under relevant laws and regulations.
35. In the event that the BSP, or any other governmental body/agency, or any competent court, should declare that any deposit, service, or other product of the Bank is in violation of any existing law, regulation, policy, or circular, I/we shall hold you, your directors, shareholders, officers and employees, free and harmless from any and all damages, suits, claim, etc. which may arise from or is relative to such violation.
36. I/We recognize your right to unilaterally close my/our Account, without prior notice to me/us, in the event that it should be improperly handled, e.g. (i) drawing, issuing, or endorsing checks to said Account without funds to support the checks, or against insufficient funds; (ii) kiting; (iii) frequent issuance of checks with signatures that differ from the specimen signatures on file; (iv) previous involvement in, an attempt to commit fraud, money laundering, terrorist financing, or other unlawful activities as indicated by reports received, whether or not such reports are confirmed; (v) discovery by the Bank of any misrepresentation or inaccurate/false/fraudulent data provided by me/us to the Bank; (vi) failure to provide additional information and documents, or update my/our information upon request by the Bank; or (vii) other similar or analogous transactions which you may deem unsatisfactory. My/Our Account may also be unilaterally closed by the Bank without cause by giving one (1) month notice in writing prior to the intended date of closure.
37. Notice of closure of my/our Account shall be sent by email to my/our registered e-mail address. Balance remaining in my/our Account, if any, shall be released following instructions provided in the notice of closure. In cases where my/our identity, information, or other personal circumstances is/are in question, I/We hereby authorize

you to keep the proceeds of such closed account until I/we can, to your satisfaction, properly identify myself/ourselves or validate my/our personal circumstances.

38. In case the Account is mishandled by me/us, you shall have the right to impose or deduct therefrom an amount to cover penalties, fines, and charges in accordance with your rules and regulations. You may also impose and deduct in other instances such other fees in accordance with such rules and regulations.
39. In cases of remittances, including payments, fund transfers, I/we hereby authorize you to reverse the transaction and credit/remit back to the Bank or account of origin said remittance/s, even though the same may have already been duly credited to my/our account, should you deem the acceptance by you of said remittance to be, in your sole discretion, a possible violation of any Anti-Money Laundering Law, Anti-Terrorism Financing Act, Cybercrime Prevention Act, Access Devices Regulation Act, regulation, or policy or any other regulation, law or policy, or the remittance or credit was a clear and manifest error (whether now existing or in the future), and I/we agree to render you free and harmless from any damage, suits, fees, cost, or charges, arising out of, whether directly or indirectly, the rewiring of such remittance/s.
40. In instances where temporary overdrawings or drawings against uncollected funds are allowed under express agreement or prior arrangement, or as a result of an error, interest on the overdrawn amount shall be collected at the prevailing market rate and I/we shall be liable for the total amount withdrawn plus the interest due thereon.
41. I/We shall maintain the minimum balance that you shall require for the Account, which minimum balance you may increase or decrease from time to time without the need of my/our prior consent. If the balance falls below said minimum balance, I/we shall pay a service charge as may be imposed by the Bank.
42. I/We shall immediately notify you in case of loss or compromised security of my/our Visa Debit Card, digital banking credentials or other evidence of the Account and shall be liable and indemnify you for any damage caused by such loss. This notwithstanding and on account of the account information available under your electronic banking application which allows me to access and monitor my/our account electronically, I/we agree that your record appearing in your system shall be conclusive upon me/us absent clear and manifest error.
43. The provisions of Article 1250 of the Civil Code of the Philippines shall not be applicable.
44. I/We understand and agree that my/our Account/s shall be subject to applicable laws, rules and regulations issued or administered by the Philippine Deposit Insurance Corporation (PDIC), including the insured value of my/our Account/s. Maximum deposit insurance for each depositor is Five Hundred Thousand Pesos (Php500,000.00).
45. Unless otherwise advised, you shall automatically roll over/renew my/our account at every maturity.

46. Each of us hereby authorizes and empowers any of the others to endorse for deposit in the Accounts any and all checks, drafts, notes, or other instruments for the payment of money, payable or purporting to belong to any one or more of us. Should any such instrument(s) be received by the Bank without being so endorsed, the Bank is hereby authorized to endorse it (them) on our behalf and credit the same into our Account. I/We assume full responsibility for the correctness, genuineness, and validity of all endorsement appearing on the checks or other items deposited to my/our Account.
47. In compliance with law, we attest under pain of perjury that all withdrawals that any or all of us will make from this account will be understood to have been made with an explicit affirmation that all the account holders are still living on the date of such withdrawals and that any attestation, if any, that any or all of us will make as to the existence of all accountholders, may be fully relied on by you at your discretion, but without obligation to do so, for which you shall be kept free and harmless for such reliance by all of us.
48. Your liability for any and all damages arising from oversight, operating errors, non-return of items, payment on stop payment items and similar acts of inadvertence shall be limited to the actual damages proved but in no case to exceed Ten Thousand Pesos (PHP 10,000.00) or to be reasonably determined.
49. In case you are compelled to take judicial or extrajudicial action to enforce collection of any amount or debt arising out of the Account, I/we shall indemnify you for attorney's fees in the amount of at least 10% of the total amount due, including accrued interests. Venue of such actions or any action hereunder shall be Quezon City, Philippines or any other place, at your sole option.
50. You shall have the right to amend or supplement these terms and conditions from time to time without notice to us which shall be effective on the date specified by you. Any such change may be effected by posting notice thereof through either of the following: GoTyme Website, Email, SMS, other digital banking channels, or other means as you may deem necessary and at your option. My/Our continued usage and/or availment of the Accounts, products, services, and facilities after the effective date of such change shall be deemed to constitute my/our acceptance of the changes and/or revisions without reservation.

FEES AND CHARGES

51. There is no fee for accessing GoTyme's electronic banking platform. I/We understand and agree that fees and charges may apply for the processing of some transactions, and that you have the right to, and may at your sole discretion, charge and revise from time to time the applicable fees in relation to my/our use of your electronic banking platform or the platforms of your Bank Partners. The schedule of fees and charges shall be made available on your electronic banking application and/or the website. It is my duty to check your electronic banking application and/or the website for the updated schedule of fees and charges. I/We understand and acknowledge that you will endeavor to give reasonable notice to me/us of the any changes to the charges, rates, fees and/or other relevant information by posting the foregoing on your website or electronic banking



application at least sixty (60) calendar days before they become effective, provided that the variation is within your control. The obligation to give you advance notice does not apply if variations are required in an emergency or where it is not practical to give such advance notice.

52. Maintenance Fee. A monthly maintenance fee will be charged for accounts falling below the required minimum Average Daily Balance (ADB), as applicable.

Service Charge for Early Closure. At the Bank's discretion, a service fee may be charged to accounts closed within ninety (90) calendar days from its opening.

53. I/We agree and understand that you shall impose a service charge for cash withdrawals and balance inquiry using the network of our Bank Partners. I/We acknowledge and agree that I/we are responsible for all transfers and payments I/we make using your electronic banking platform or the platforms of your Bank Partners, and for paying any and all applicable fees and charges.

54. I/We agree and understand that you may collect or impose an administrative fee for cross-currency transactions made via the network of our Bank Partners.

55. I/We agree and understand that you, by default, shall debit the transaction amount in the currency that the Account is maintained. In case the transaction was made using a different currency, your prevailing exchange rate shall be used.

56. The corresponding fee will be displayed prior to processing a transaction. I/We may proceed or cancel the transaction at this point. The nominated Account will be charged the corresponding fees at the time of processing the transaction.

57. I/We authorize you to debit my/our Account for all fees for the provision and/or use (authorized or unauthorized) of your electronic banking platform.

58. I/We understand that you will not charge me/us a fee for sending an OTP to my/our mobile phone. I/We understand however that my/our mobile phone service provider may impose fees and charges, including fees and charges for sending and receiving SMS messages. The payment of any such fees and charges is my/our responsibility as mobile phone account holder.

ACTIVATION, MAINTENANCE AND SECURITY

59. I/We agree and understand the corresponding risks entailed in opening an Account with a digital bank like GoTyme Bank, and carrying out financial and non-financial transactions through an electronic banking channel. We agree to visit your website to know more information pertaining to the security of transacting through electronic channels and/or platforms.

60. I/We agree to activate and sign my/our VISA Debit Card through your self-service kiosks. Once activated, my/our Visa Debit Card shall remain in full force and effect until you

receive a written notice from me/us of its termination. You may, however, at any time, terminate this arrangement without prior written notice for reasons you may determine.

61. I/We understand and agree to use care when choosing my/our User ID and password or PIN. I/We shall avoid easily guessed words and numbers that can easily be associated with me/us, such as my/our date of birth, mobile number, driver's license number, or part of my/our name. I/We understand and agree (i) that my/our User ID, password, PIN and other means of authentication are exclusively for my/our use; (ii) to take reasonable precautions to safeguard my/our User ID and password; (iii) to never leave my/our device unattended while using your electronic banking platforms and always exit the application by logging out after each use.

I/We understand and agree that if I/we enter my/our password, PIN or other means of authentication incorrectly for three (3) consecutive times, access to the electronic banking platform may be temporarily disabled. I/We understand further that I/we may change or reset your password at any time within the GoTyme app.

62. In using your mobile banking application, I/we have the option to activate the biometric sign-in (if your mobile device allows control access) using any biometric that you store in the mobile device. If I/we wish to use the fingerprint sign-in, I/we should ensure that only my/our fingerprint is stored on the mobile device. I/We understand and agree that each time the mobile device registers a biometric sign-in to authorize any transactions through the electronic banking platform, I/we instruct you to perform those transactions.
63. I/We understand and agree that my/our User ID together with my/our password, PIN, biometric and/or other means of verification which you may implement, will be used to authenticate me/us when I/we use your electronic banking platforms. I/We authorize you to allow any transaction or act on any instruction received on my/our Account for which the correct user ID together with my/our password, PIN, biometric and/or other means of authentication have been provided.
64. I/We acknowledge and agree that, if I/we permit another person or persons to use your electronic banking platform and/or give them my/our User ID and password, PIN, biometric and/or other means of authentication, I/we are responsible for any transfer or payment that person has made from my/our Account. I/We further understand and agree that such sharing is a violation of these Terms and Conditions and we remain responsible for any loss, damage or liability which may arise as a result of such sharing.
65. I/We understand and agree that it is my/our responsibility to ensure that any electronic device I/we are using to access your electronic banking platforms is protected and secured, ensuring that is not used by anyone other than me and it does not have any viruses or any form of program capable of recording sensitive information. I/We also understand and agree that I/we shall indemnify you for any loss, damage or liability you may suffer as a result of, or relating to, any improper, fraudulent access or utilization of your electronic banking platform due to theft or unauthorized disclosure or username,



passwords, Card PIN or other means of authentication, or violation of other security measures with or without my/our participation.

66. If I/we suspect that my/our Account has been breached or its security compromised, my/our mobile device has been lost, stolen or misused, my/our cash-out voucher has been lost or stolen, or an unauthorized transaction has occurred, I/we must immediately:

- call your Customer Service Hotline; and
- change my/our password, PIN or other means of authentication.

Any instruction/s and/or request/s you have received and has/have been identified by the use of my/our User ID and password, Card PIN, CVV or other means of authentication, prior to informing you of such breach, loss or unauthorized use or disclosure shall be deemed to have been issued by me/us notwithstanding that such instruction/s and/or request/s may have been issued by a third party, whether authorized or otherwise, and that I/we shall be bound by and be responsible for any such instruction and request to the extent permitted by law.

67. I/We understand and agree that you may tell me/us to use a new password, PIN or other means of authentication to access my/our Account for security reasons or if you have suspended, disabled, restricted or blocked my/our access to your electronic banking platforms.

68. I/We understand and agree that you may deny me/us access to your electronic banking platform without giving any reason or any prior notice should you reasonably believe my/our access should be temporarily disabled or terminated. This includes where you believe that there is a risk of fraud or security breach, when required under laws and regulations, or where I/we have not accessed the application for a period of six (6) months or more.

69. I/We understand and agree that for transactions that require enhanced authentication to be processed, you will send a One-Time PIN (OTP) by SMS to my/our registered mobile number, and I/we will need to promptly enter the OTP in the electronic banking application. I/We further agree to register a mobile number that is active and is used only by me/us. I understand that if I/we update my/our mobile number, you will send an SMS to the new number.

70. I/We understand and acknowledge that if you need to carry out maintenance or improvement work to any of your electronic banking platforms or if you are required to do so by circumstances beyond your reasonable control, you may withdraw or suspend the particular service/s so that it ceases to be available to any of your customers. If you do this, you endeavor to give me/us prior notice by either putting a notice via website, digital banking platform, SMS, or means you deem necessary, at our discretion. I/We also understand that you may be unable to give me/us prior notice if the maintenance or repair work is urgent and important or due to circumstances beyond your reasonable control.



ADDITIONAL PROVISIONS ON HANDLING OF ALL DEPOSIT ACCOUNTS

70. I/we agree not to give or hand over my/our cash/checks for deposit or cash-in to my/our Account to any Bank officer, employee, personnel, or any third party in any place, except only to authorized cash agents, and not to leave cash/check deposits with authorized cash agents without demanding my/our copy of duly validated deposit slip, or relevant evidence of deposit. Neither shall I/we ask, allow, or require any cash delivery from any Bank officer, employee, or personnel.
71. I/We agree not to appoint/make any Bank officer, employee, personnel, vendors, contractors or authorized cash agents as my/our agent or representative to make deposits to, withdrawals from, or operate any of, my/our Accounts with the Bank or to safekeep any withdrawn cash or deposit related documents on my/our behalf. Neither shall I/we give oral instructions to any Bank officer, employee, personnel, vendors, contractors or authorized cash agents to implement transactions on my/our Account unless covered by appropriate written, filled-out, and duly signed documents by me/us and submitted to the Bank or Bank Partners at the time of the transaction. For avoidance of doubt, I/we agree to absolutely not instruct any Bank officer, employee, personnel, vendors, contractors or authorized cash agents to make any transaction on my/our Accounts that is subject to subsequent documentation or regularization.
72. Consistent with existing BSP regulations, I/we agree not to ask, require, or allow any Bank officer, employee, personnel, vendors, contractors or authorized cash agents to prepare or fill-out for me/us the deposit or withdrawal slips or other required forms.
73. I/We agree to hold the Bank, its stockholders, directors, officers, employees or agents, free and harmless from any loss, damage, or injury arising from, related to, or in connection, with any of my/our violation of any of the foregoing stipulations in Nos. 70, 71 and 72 hereof and I/we undertake to defend the Bank, its stockholders, directors, officers, employees, or agents from any suit, action, or proceeding at my/our cost arising from, related to, or in connection therewith.

MISCELLANEOUS PROVISIONS

74. I/We understand and agree that Gotyme Bank, its stockholders, directors, officers, employees and representatives will not be held liable for any loss, damage or liability resulting from circumstances over which you have no control, including but not limited to, failure of electronic or mechanical equipment or communication lines or other interconnection problems, bad weather conditions, earthquakes, floods or other such similar events beyond your reasonable control.
75. Dispute over Account Funds. The Bank may refuse to pay out any money from an Account until any dispute over the deposits or funds (including, without limitation, any dispute over the persons who are authorized to represent or act for the Depositor/Customer) have been resolved by a court, or by agreement of the parties that is documented to the Bank's satisfaction. The Bank may, at its own discretion, also

exercise such other remedies available under the law, file for an action for interpleader with respect to any money where the Bank has been notified of disputed claims to that money, or the Bank has a reasonable ground to believe that a dispute over the deposits or funds exist. If any person asserts that a dispute exists, the Bank is not required to determine whether the dispute has merit in order to refuse to pay funds or interplead the funds. The Depositor/Customer agrees to reimburse the Bank for any expenses, including legal and attorney's fees that the Bank incurs because of any dispute.

76. I/We understand and agree that where particular transactions, products and services are subject to specific terms and conditions that I/We entered into with you, insofar as not inconsistent herewith, or that are applicable from time to time, such terms and conditions shall take precedence.
77. These Terms and Conditions, together with any addenda, schedule, written agreements and other applicable and existing GoTyme Bank rules and regulations shall represent my/our common understanding. If any of the provision under these Terms and Conditions shall hereinafter be declared unenforceable, all other remaining provisions shall remain in full force and effect.

CONFIDENTIALITY AND PRIVACY

78. I/We further agree to waive my/our right to secrecy of the bank deposits under Section 2 of Republic Act No. 1405 or "An Act Prohibiting Disclosure of or Inquiry into Deposits with any Banking Institution and Providing Penalty Therefore", and Republic Act No. 8791 or the General Banking Law of 2000 for purposes of providing banking products and services, and as may be required under relevant laws and regulations.
79. I/We acknowledge and accept that, the Bank: (a) may collect, use and process my/our personal data/information in relation to services and facilities of my/our Account; (b) there is disclosure of my/our personal, sensitive personal, and financial information (hereafter, the "Disclosed Information") to your Affiliates or Bank Partners or such other third party or their sub-processors exclusively for the purpose of providing and facilitating your services under my/our Account, Visa Debit Card, and other products which I/we may avail now or in the future in accordance with these terms and conditions and your Privacy Consent and Notice. Such disclosure and use of information may be necessary or inevitable for the purposes of giving effect to any electronic instruction from me/us and/or facilitate or enable the use of my/our Account or avail of other products and services, to fulfill any legitimate interests of the Bank, to comply with existing laws and regulations, and to protect the Bank's lawful rights and interests in legal proceedings and/or in the establishment, exercise or defense of the Bank's legal claims. Failure to allow such disclosure, access to or use of my/our information may result in your inability to offer or continue to offer services and facilities related to my/our Account.
80. I/We authorize you, your directors, shareholders, officers, employees, contractors and authorized agents to disclose relevant information to the Bangko Sentral ng Pilipinas (BSP), Credit Information Corporation (CIC), Credit Management Association of the

Philippines (CMAP), Negative File Information System (NFIS), other credit bureaus, and/or regulatory bodies whose reporting is mandated by law, rules and regulations.

81. I/We understand, agree and authorize the Bank to obtain personal, sensitive personal and financial information from the Philippine Statistics Authority (Philsys), other government agencies, credit bureaus and other third parties to verify my identity and information submitted to the Bank, evaluate my credit standing, and other legitimate purposes under the Data Privacy Act.
82. I/We understand and agree to provide you with any information or documentation that you may reasonably request relating to my/our use of your electronic banking platform or availment of your products and services, and shall cooperate with you in any related investigation or litigation.
83. In the event that I/we provide personal, sensitive personal and financial information, relating to third parties, I/we hereby: (a) confirm that I/we have obtained his/her consent or are otherwise entitled to provide this information to you and for you to use it in accordance with the specified transaction/s with the Bank; (b) agree to ensure that the personal, sensitive personal and financial information of the said third parties is accurate; and (c) agree to update you in writing in the event or any material change to the said personal, sensitive personal and financial information.
84. Your authority to collect, use or disclose the Disclosed Information as set out in Clauses 79 and 80 above shall survive the termination of the services covered under this Terms and Conditions insofar as such continued collection, use or disclosure of the Disclosed Information remains necessary to fulfill any and all legal obligations the Bank or I/we may have relative to the prior provision of services to me/us, to fulfill any legitimate interests of the Bank, to comply with existing laws and regulations, to protect the Bank's lawful rights and interests in legal proceedings and/or in the establishment, exercise or defense of the Bank's legal claims. Our rights and abilities in Clauses 79 and 80 above shall be in addition to and without prejudice to our other rights of disclosure pursuant to these Terms and Conditions, Privacy Consent and Notice, and Data Privacy Act.
85. I/We agree that I/we have full and sole responsibility over the truthfulness and accuracy of the personal data that I/we will provide you in relation to herein services. Neither you nor any of your personnel shall be liable for any loss or damage suffered by me/us or any user as a result of any disclosure of any information which I/we have consented you to collect, use or disclose for the purposes provided in this clause or where such collection, use or disclosure is allowed under the applicable laws in the Philippines.

COMPLAINTS HANDLING

86. I/We understand that GoTyme is regulated by the Bangko Sentral ng Pilipinas with contact number (+632) 8708-7087 and with email address consumeraffairs@bsp.gov.ph, and webchat at www.bsp.gov.ph. Should I/we have any complaints or concerns regarding my/our Account/s or other banking products and services such as discrepancies in transaction records, unauthorized transactions, loss or



theft of my Visa Debit Card, we will contact you thru your Customer Service Hotline #468888 from 9am to 6pm, the electronic banking application, or email at help@gotyme.com.ph.

87. I/We understand that in order for you to help and resolve the complaint as quickly as possible, I/We need to provide sufficient information depending on the nature of concern or complaint.
88. I/We understand that you shall notify me/us on the resolution of my/our complaint within seven (7) banking days from your receipt of my/our complaint.
89. I/We authorize you to record, store, replay and communicate to any third party, pursuant to any lawful purpose, all telephone conversations between you or your duly authorized representatives and me/us.
90. I/We likewise understand and agree that such taped or recorded conversations/instructions shall be conclusive evidence of my/our communication with you and may be used by you as evidence in failure to effect any payment transaction that I/we may undertake via any electronic channel using my/our Visa Debit Card and Card PIN or CVV. In the event of the same, I/We also agree to indemnify the Bank, its stockholders, directors, officers, employees and representatives for any damage, loss or liability arising therefrom.

TECHNICAL DATA

91. I/We acknowledge and accept that, the Bank may use, collect and process technical data and related information that identifies my/our device, including but not limited to my/our unique device ID, operating system, application software, and peripheral hardware.

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