

**A. OPENING OF ACCOUNTS**

A Savings Account may be opened by an individual, singly or by two (2) or more persons jointly, who is/are free from any legal disability subject to the Bank's account requirements. The account may also be opened by a juridical entity, in the name of a corporation, partnership, associations, and other juridical entities provided all documents/ requirements are submitted and complied with. The initial deposit, minimum balance requirement to operate the account and to earn interest shall be set by the Bank.

**B. DEPOSITS**

Deposits may be made in the form of cash or check. The account shall maintain a minimum monthly average daily balance (ADB). Deposit accounts that fall below the minimum monthly ADB for two (2) consecutive months shall be imposed a maintenance fee and/or a dormancy fee if the account is dormant for five (5) years since last activity. Check deposits received after the clearing cut-off time are considered transactions of the following day. Second endorsed checks, post-dated and stale checks are not acceptable for deposit. As the owner of the account, the client shall ensure the validity, correctness, and genuineness of all endorsements appearing on all checks or items to be deposited to his account. Checks with alterations shall no longer be accepted pursuant to PCHC guidelines. In receiving checks and other items for deposit, the Bank obligates itself only as the depositor's collecting agent, assuming no responsibility beyond carefulness in selecting correspondents, and is liable only when actual payment shall have come into its possession. The Bank reserves the right to refuse acceptance of deposits if it resolves that acceptance of deposits would expose itself to any risks. The Bank shall not be responsible for resulting entries based on erroneous or illegible account number on the deposit slip/envelope. The Bank reserves the right to debit the depositor's account for any amount previously credited if uncollected. All deposits are further subject to applicable existing and future laws, rules and regulations of the Bangko Sentral ng Pilipinas (BSP), the Bureau of Internal Revenue (BIR) and other government agencies.

**C. WITHDRAWALS**

Withdrawals / encashment / payments are allowed only against cleared funds. Withdrawals shall be made only by the depositor personally or upon his written authority duly authenticated and in such form acceptable to the Bank. Only signatures appearing on the signature cards on file will be honored by the Bank. No withdrawal of any amount in excess of the cleared outstanding balances of an account as shown in the bank records shall be allowed.

For Passbook-Based Accounts

No withdrawal is permitted without the presentation of the passbook. No entries other than those effected by the Bank shall be recorded in the savings passbook. In the event of any discrepancy between the entries in the passbook and the Bank's records, the latter shall prevail

For Statement-Based (ATM) Accounts

Withdrawals from this type of account are done using the ATM card and the machine. The ATM facility allows up to PhP 20,000.00 total withdrawal per day.

The cardholder shall be liable for all withdrawals arising from the use or misuse of the card.

The depositor shall not use the Bank facility to transfer funds for illegal purposes or for any form of money laundering. The depositor agrees to hold the Bank free and harmless from any legal problems that the fund transfer may result to.

The Bank reserves the right not to perform any withdrawal transaction if it has sufficient grounds to believe that such transfer shall place the Bank in bad situation or expose the Bank to violation of Anti-Money Laundering Law and existing laws and BSP regulations.

**D. INTERESTS, FEES, CHARGES, AND PENALTIES**

The Bank may impose and deduct any necessary fees or other amounts pertaining to the account the depositor has based on the deposit products schedule of rates or as agreed. The Bank may modify at any time the rate of interest fees, charges, penalties, or other amounts applicable to any account or service and communicate such changes to the depositor through announcements in the branch premises.

For Interest Earning Accounts

Interest rates are decided by the Bank and may vary depending on the approved interest rates schedule. It is understood that the rate of interest shall be variable based on the Bank's formula, which shall consider the accounts clear balance for the day. Please refer to the latest product sheets available in the branch for the computation of interest. If the account is closed before interest posting, the interest accrued is forfeited in favor of the Bank. However, interest earned as of closing date may be given upon client's request.

#### Withholding Tax

The tax on interest earned is governed by the rates prescribed by law.

### E.DEPOSIT INSURANCE

Deposits are insured by the Philippine Deposit Insurance Corporation (PDIC) up to the maximum amount of Five Hundred Thousand pesos (PhP500, 000.00) per depositor.

PDIC shall presume that the name/s appearing on the deposit instrument is/are the actual/beneficial owner/s of the deposit, except as provided herein.

In case of transfers or break-up of deposits, PDIC shall recognize actual/beneficial ownership of transferees who are qualified relatives of the transferor. Qualified relatives are transferees within the third degree of consanguinity or affinity of the transferor.

In case of (a) deposits in the name of, or transfers or break-up of deposits in favor of, entities, either singly or jointly with individuals, and (b) transfers or break-up of deposits in favor of non-qualified relatives, whenever such transfers/ break up will result in increased deposit insurance coverage, PDIC shall recognize beneficial ownership of the entity or transferee provided that the deposit account records show the following:

Details or information establishing the right and capacity or the relationship of the entity with the individual/s, or

Details or information establishing the validity or effectivity of the deposit transfer, or

Copy of Board Resolution, order of competent government body/ agency, contract or similar document as required/provided by applicable laws. In the absence of any of the foregoing, PDIC shall deem the outstanding deposit as maintained for the benefit of the transferor although in the name of the transferee, subject to consolidation with the other deposits of the transferor.

PDIC may require additional documents from the depositor to ascertain the details of the deposit transfer or the right and capacity of the transferee or his relationship to the transferor.

### F.DORMANT ACCOUNT

A savings account becomes dormant if there has been no activity (deposit or withdrawal excluding earned interest and withholding tax) for a period of two (2) years; likewise a current account becomes dormant after it becomes inactive for one (1) year. After ten (10) years of continuous inactivity, dormant accounts shall be reclassified to "Due to Treasurer of the Philippines". In accordance with the Unclaimed Balance Law, the dormant account shall be escheated in favor of the Philippine Government upon order of the court.

The bank shall inform the Borrower by email address, contact number or through postal or registered mail, courier delivery, electronic mail, text messages, telephone calls or other alternative modes of communication on your last known contact information or address at least sixty (60) calendar days prior to the imposition of dormancy fee.

### G.CLOSURE ACCOUNT

The Bank may at any time close an account, refuse to accept any deposits, and return to the depositor the whole or part of his deposit together with the interest due upon the same. The depositor may be notified either personally or by mail of the Bank's intention to close the account and interest shall cease from the date of such notification. Notice by mail shall be deemed received five (5) days after the date of posting.

### H.JOINT ACCOUNT

This Agreement shall be binding upon Joint Account depositors and their heirs, executors, administrators, and assigns and terms thereof shall not be waived, amended or modified, except with the written conformity of the Bank.

Joint "And" Account – The depositors agree and declare that the account is their joint account belonging to and payable to both the depositors. The Bank requires the signature of all the depositors in withdrawal transactions or payment of funds. Upon the death of one of the co-depositors, the legal representative of the deceased codepositor shall co-sign the withdrawal form with the surviving codepositor, in accordance with the rules for settlement of estate of a deceased person, and other related laws, rules and regulations, when applicable.

Joint "Or" Account – The depositors agree and declare that the account is their joint account belonging to both of the depositors and payable to either one of them. In case one of the co-depositors predeceases the other, the entire balance of the account shall be payable to the surviving co-depositor. The depositors authorize the Bank to recognize either of the

signatures of the depositors in withdrawal transactions or fund transfers. Payments to or withdrawal made by either of the depositors shall completely discharge the Bank from any liability.

## **I. STATEMENT OF ACCOUNT**

Unless otherwise stated, a Statement of Account (SOA) is issued on demand for a fee. For passbook-based Savings Accounts, the passbook is used to monitor transactions. For Checking accounts, an SOA is issued on a monthly basis.  
Any errors on the SOA or the passbook must be reported by the client to the Bank within three (3) days from the date of receipt or its last update, otherwise the contents thereof shall be binding and conclusive to the client.

## **J. PASSBOOK**

Possession of the passbook shall raise the presumption of ownership thereof. Any payment(s) in good faith made by the Bank upon the presentation of the said book shall be deemed valid in the absence of receipt and acknowledgement by the Bank prior to such payment of written communication from the client stating that the passbook has been lost, stolen, or otherwise wrongfully comes unto the hands of a third person.  
A notice in writing that the passbook has been lost, stolen, or has otherwise wrongfully come to the hands of a third person shall be a valid discharge which shall free the Bank from liability for refusing payment despite the presentation of such passbook. Further, in any such cases, the Bank may, at its option cause a substitute passbook to be issued to such depositor under such requirements as the Bank may deem necessary.  
The Bank should be notified immediately for any change in the status or address of the depositor.

## **K. ATM CARD**

The City Savings Bank ATM card is and shall remain the property of the Bank.  
Security Access Code / Personal Identification Number (PIN) Along with the card, the client is provided a 6-digit Personal Identification Number (PIN) used to access an Automated Teller Machine (ATM).  
The client agrees to keep this PIN private and confidential and this shall not be disclosed, given, and made available to any person under any circumstance.  
The client agrees to free the Bank of any liability that results from disclosure of such code.  
The client may at any time change his PIN via City Savings Bank Automated Teller Machine (ATM).  
The Bank has no capacity to know or view the PIN issued to the client. In case of failure by the client to remember such codes, a new card will be issued to the client upon the latter's submission of Bank's requirements and payment of fees.  
**Lost Card**  
The client has the obligation to report to the Bank, any case of lost card. The Bank shall not be liable for any withdrawal or losses that may arise due to the loss of the card despite receipt of client's report, should it appear that such transaction is made prior to the system-tagging of client's account in order to hold transactions made via the lost card.  
The client shall submit an Affidavit of Loss within twenty-four (24) hours after notification to the Bank of the loss of the card by logging in to [www.citysavings.com.ph](http://www.citysavings.com.ph) or by sending an email to [simpleisgood@citysavings.com.ph](mailto:simpleisgood@citysavings.com.ph) . The Bank may issue a new card to the client upon payment of corresponding fees.  
**Captured Card**  
Captured cards remaining unclaimed for three (3) days will be destroyed without need of notifying the client. Replacement for destroyed cards may be issued to the client upon payment of necessary fees.  
**Card Termination**  
The card may be terminated, canceled, or replaced by the Bank at anytime and at the latter's discretion, without prior notification. In the interest of the Bank, the client agrees to return the card immediately to the Bank upon its request. The bank may, without notifying the client, terminate such card's validity, thereby preventing its use to perform electronic transactions.

## **L. CURRENT ACCOUNTS**

A current account may be opened subject to the presentation of documents and references acceptable to the Bank and after verification of the applicant's identity and or authority to open an account.

#### Stop Payment Order

A depositor may stop the payment of any check issued against his account by advising the Bank hereof in the form prescribed by the Bank for the purpose.

#### Checkbooks

An application for a new checkbook shall be made in the printed form inserted in the checkbook. Said application form shall be filled up and signed by the depositor himself or his duly authorized representative. The depositor must keep his checkbook in a safe place, preferably under lock and key. In case of loss of a checkbook, the depositor shall immediately notify the Bank of said loss. The depositor further agrees to pay the Bank an equivalent amount of the checks ordered.

#### Service Charges and Penalties

Where a check is drawn against insufficient funds or uncollected deposits, or has technical defect or a stop payment order (unless for stolen or lost checks), or other grounds prescribed by law or regulation, the depositor shall pay such service charges and penalties as may be imposed by law, clearing house regulation or regulation of the government agency concerned. As often as the rates of such charges and penalties are changed, or other grounds therefore are prescribed, notice thereof shall be given to the depositor.

Should the Account balance be insufficient to allow debit of such amount in order to correct said error or mistake, you hereby authorize the Bank to debit the said amount plus interest and charges, if any, from the time the amount becomes due to the Bank, from any other Account in your name, whether singly or jointly with others, or whether maintained with the Bank

The Bank is further authorized to collect from the depositor all applicable service charges, penalties, and other fees the account may incur.

#### Unpaid Check

The Bank shall surrender to the depositor any unpaid check of his coming from the clearing house.

#### Responsibility of Bank for Deposits

In receiving items for deposit, the Bank shall be deemed to act as the collecting agent of the depositor and shall assume no responsibility beyond the exercise of due care in selecting correspondents, Until such time as the Bank is actually paid, the Bank reserves the right to charge back to the depositor's account any amount previously credited whether or not the deposited item is returned. The Bank shall not be liable for items lost in transit including but not limited to checks drawn on the Bank which are not paid because of insufficiency of funds, forgery, unauthorized overdrafts, and stoppage of payment or for any other reason. Full responsibility for the correctness, genuineness and validity of all items deposited as well as of all its endorsements thereon shall be borne by the depositor.

#### Overdraft/DAUD

The depositor hereby agrees that temporary overdrafts against his/her account will not be allowed unless caused by normal banking charges and other fees incidental to handling such account. The depositor also further agrees that drawing against uncollected deposits in his/her current account will not be allowed.

### M. U.S. PERSON DECLARATION & ACCOUNT HANDLING

If the depositor is a U.S. person, he will identify himself as one, provide the correct U.S. taxpayer identification number, and comply with documentation requirements per U.S. regulations. The depositor declares under penalties of perjury that:

1. The U.S. tax identification number given is true and correct; and
2. The depositor agrees to waive any bank secrecy, data privacy or data protection rights related to his Accounts.

Further, the depositor hereby acknowledge that the Bank shall operate the Account on the basis of such declaration. In the event that the Bank discovers that the depositor is a U.S. Person, then the Bank, its subsidiaries and affiliates, are hereby absolutely and unconditionally authorized to report and disclose to the U.S. IRS the Required Information. The depositor further undertakes to provide the Bank with such Required Information as may be requested by the Bank.

Should the depositor fail to identify himself as one and either fails to provide his US taxpayer identification number, or to comply with documentation requirements per U.S. regulations, the Bank shall, without need of any notice or demand to the depositor and without prejudice to the imposition of the applicable backup withholding tax, as may be prescribed under US and Philippine tax laws and regulations, undertake the following actions on the depositor's accounts:

For Savings Accounts, the Bank shall convert the depositor's Savings Accounts to be non-interest bearing and where deemed necessary by the Bank, put the same under no credit status (i.e., no deposits, credits, payments, remittances) effective immediately without need of any notice or demand. The Bank shall give the depositor fifteen (15) calendar days from transmittal of a notice to the depositor's address of record within which to submit the documentation requirements such as W9, waiver of bank secrecy. Should the Bank fail to receive the documentation requirements, regardless of any return-to-sender or whereabouts unknown status, the Bank shall, without need of additional notice or demand subsequently process closure of the Savings Account after the lapse of the said fifteen (15) calendar days by issuing a Manager's Check / Demand Draft of the depositor's remaining balance, less any outstanding fees and charges owing to the Bank and delivering this to the depositor's address of record.

For Time Deposit Accounts, the Bank shall automatically pre-terminate/terminate these and where the proceeds are available, credit the principal proceeds to the depositor's Savings Accounts which are maintained at non-interest bearing and as necessary, under post no credit status. The Savings Accounts to which the proceeds are credited will abide by the above described process. In the event that the depositor does not maintain any Savings Account, the Bank shall, without need of additional notice or demand subsequently process closure of his Time Deposit Accounts after the lapse of the said fifteen (15) calendar days by issuing a Manager's Check / Demand Draft of the remaining balance, less any outstanding fees and charges owing to the Bank and delivering this to the depositor's address of record.

Should the Accounts be under return-to-sender or whereabouts unknown or blocked status, any undelivered or unclaimed or uncleared Manager's Check / Demand Draft or the funds shall be kept with the Bank (with no interest payment) while awaiting for the depositor's disposition or until it is remitted to the Bureau of Treasury pursuant to the Unclaimed Balances Law, whichever is earlier.

## **N. CONFIDENTIALITY OF DEPOSITOR INFORMATION AND CONSENT TO PROCESS.**

Depositor's personal information including without limiting to his/her accounts, transactions, deposit accounts, credit relationships, and/or credit facilities ("information" or "data") shall be treated as confidential by the Bank.

Depositor consents to the processing of said confidential information by the City Savings Bank, Inc., its directors, officers, employees, advisers, consultants, auditors, agents and representatives for purposes of (i) carrying out, management, performance and development of its products and services (ii) pursuit of its marketing, promotional, communication, commercial and research objectives, (iii) usual business transactions and (iv) compliance with the requirements of applicable laws and/or government regulators or supervisory bodies. This constitutes as express consent under the applicable confidentiality and data privacy laws of the Philippines given by the Depositor specifically allows the City Savings Bank, Inc. to:

- a) collect, use, record, store, consolidate, retrieve, and process ("process") of Information;
- b) outsource the processing of Information to service providers wherever located.
- c) verification or validation of Information from any and all sources and in any reasonable manner, including but not limited to: i. the Bureau of Internal Revenue (BIR) to establish the authenticity of Depositor's income tax return ("ITR") and the accompanying financial statements which Depositor (may have) submitted to the Bank; and ii. Courts or government or administrative agencies or arbitral tribunals on the status of any case or proceeding to which the Depositor is a party.
- d) disclose and share the information or data to:
  - i. City Savings Bank, Inc., Union Bank of the Philippines, Petnet Inc., Aboitiz Equity Venture and respective subsidiaries, affiliates and related interests (the "Aboitiz Group");
  - ii. credit information or investigation companies, credit bureaus (including, but not limited to, the Credit Information Corporation (CIC) pursuant to Republic Act No. 9510 and its implementing rules and regulations), financial institutions, consumer reporting or reference agencies, credit protection provider or guarantee institutions, brokers, insurers, underwriters ;
  - iii. any judicial, governmental, supervisory, regulatory or equivalent body of the Philippines or other jurisdictions; such person or entity as required by the laws or regulations of any country with jurisdiction over the affairs or business of the Bank or any member of the Aboitiz Group; stock exchange on which the shares or other securities or any member of the Aboitiz Group are listed pursuant to its rules;
  - iv. The assignees and transferee of the Bank's rights whether current or prospective.
  - v. service providers outsourced by the Bank ;
  - vi. such other persons or entities that the Bank or any member of the Aboitiz Group, may deem necessary to perform the above activities.

Shall hold the City Savings Bank, Inc. and each member of the Aboitiz Group, free and harmless from any and all liabilities, claims, damages and suits of whatever kind and nature, that may arise in connection with the performance of the activities related with the authorization conferred by the Depositor hereunder.

The Depositor shall inform the Bank in writing of any change in his/her Personal Data (including civil status, residence, office and/or residence address and/or telephone number/s, and all related information) and change of his/her financial status which may affect his capacity to satisfy his/her obligations.

The Depositor shall not withdraw the foregoing authority and consent which will continue for the duration its contractual relationship with the Bank, shall survive until satisfaction of any of its obligations. Only thereafter, may be withdrawn by the Depositor in writing.

## **O. OTHERS**

The depositor agrees that in cases of conflict between his records and those of the Bank regarding reconciliation of deposit balances, the Bank's record shall, at all times, prevail.

The depositor or authorized signatory is required to update his signatures at least once every two (2) years or whenever deemed necessary by the Bank. Changes in authorized signatory are allowed only upon receipt by the Bank, of a written request from the depositor. For corporations, association, clubs and other organizations, the written request must be supported by a Board Resolution. The Bank will not be liable to honor signatures that differ from the client's specimen signatures on file.

The Bank shall be promptly notified of any change in status or address of the depositor, otherwise, all correspondences shall be mailed to the address shown on the Bank's record.

The Bank reserves the right to adopt policies, rules, and regulations from time to time as the need arises and the depositor hereby consents to said policies, rules, and procedures, and agrees to abide by them.

The Bank reserves the right to add, revise, amend or cancel, in whole or part, any of the products and services provided by the Bank and any of the terms and conditions pertaining to any product or service, through an addendum to these terms and conditions. The depositor also agrees that where particular transactions, products, or services are subject to specific terms and conditions agreed upon with the Bank, or that are applicable thereto, such terms and conditions shall take precedence, and these terms and conditions shall be of supplementary character for said transaction/s, products or services.

The Bank, as well as its subsidiaries and affiliates, guarantee confidentiality of client's accounts. The Bank and its officers and employees shall not be deemed to have violated R.A. No. 1405 as amended, R.A. No. 6426 as amended, R.A. No.8791, and other similar laws when reporting covered or suspicious transactions to the Anti-Money Laundering Council.

The Bank shall not be liable for any failure to provide any service or to perform any obligation, or for any loss, damage, injury, or claim of whatever nature that the depositor may suffer in connection with the use of the Bank's systems, due to any fortuitous event, typhoons, floods, public disturbances and calamities, or any act or circumstance beyond the control of the Bank, such as but not limited to: (a) prolonged power outages, breakdown in computers and communication facilities, and other similar cases; (b) inaccurate, incomplete or delayed information is received by the depositor due to disruption or failure of any communication. In all other cases not specifically provided under these terms and conditions, the usual customs and procedures between the Bank and the depositor, the existing rules and regulations, policies and circulars (and those that may be issued from time to time) by the BSP, Banker's Association of the Philippines (BAP), the BancNet relative to ATM banking, phone banking, or similar electronic transactions, and relevant laws and regulations shall be taken into consideration in the operation and maintenance of the account and in resolving issues involving transactions between the Bank and the depositor.

The Depositor agree, consent, permit and authorize the Bank to process, store and/or make disclosures, without need of notice, of all information, whether personal/sensitive /privileged information or otherwise, relating to the Depositor's Account(s) to: (i) third persons and entities to facilitate administration and implementation of the Accounts, the Bank products, services, facilities and channels; or (ii) the Bank's local or foreign branches, its parent company, its subsidiaries and affiliates or such other related companies, whether organized in the Philippines or in other jurisdictions, to assist the Bank in the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure, destruction of data, administration, sharing, implementation and servicing of the Accounts, the Bank products, services, facilities and channels; or (iii) government regulatory agencies, credit information/investigation companies, financial institutions, credit bureaus, other banks, credit card companies, loyalty program partners, consumer reporting or reference agencies, whether based in the Philippines or other jurisdictions, for reports of the Depositor's credit history and account updates including but not limited to past due on litigation status of accounts, full payments, or settlement of previously reported defaulting accounts; or (iv) third parties engaged by the Bank or by its parent company, its subsidiaries or affiliates or such other related companies under a duty of confidentiality to offer selected products and services which may interest the Depositor unless the Depositor specifically instruct otherwise in writing; or (v) service providers or entities to assist in the administration and implementation of the Accounts, the Bank products, services, facilities and channels; or (vi) insurers, insurance brokers or providers of deposit or credit protection or protection against all kinds of risks against loss or damage including but not limited to fraud or unauthorized charges; or (vii) such bodies/agencies having regulatory authority over the Bank, or having regulatory authority or jurisdiction where the Depositor's checks, deposits, withdrawals or fund transfers pass/are cleared/transmitted or delivered; or (viii) such other persons or entities the Bank may deem as having authority or right to such disclosure of information, as and when required by the circumstances, as in the case of: (a) the Bank's participation in any ATM network, electronic fund and/or credit card network; or (b) resulting from the Bank's outsourcing of its functions, such as but not limited to, compliance with Know Your Client ("KYC") requirements, completion of signature cards and Customer Information Sheets ("CIS"), signature verification, distribution of account opening kits, remittance to and remittance from the Depositor's Account(s) and printing/processing of bank statements. As such, the Depositor expressly waives his/her right under confidentiality laws in the Philippines or in other jurisdictions including but not limited to RA 1405 or The Law on Secrecy of Bank Deposits, RA 6426 or The Foreign Currency Deposit Act and RA 8791 or The General Banking Law, and allow processing, storing, access to and/or sharing of any information regarding these Account(s) as well as the Bank products, services, facilities and channels which the Depositor has activated, enrolled in or availed of pursuant to these Terms and Conditions.

The foregoing waiver and consent shall be deemed to likewise include any future laws which may be subsequently enacted relative to the processing, storing, sharing, updating and



disclosure of any personal information or such other information that may be required for the purposes and to the entities enumerated above. The Bank reserves the right to dispose and destroy any documents relating to the Accounts or your instructions within a period of time as may be allowed under relevant laws, rules and regulations and/or after having them imaged.

## **P. COMPLAINTS**

The Depositor must immediately communicate to the Bank upon his/her knowledge of a possible cause of complaint, unauthorized application, or any dispute regarding his/her loan account through any of the following channels:

a.) Through the Consumer Protection and Assistance Officer of the day in the branch where you did the transaction, text hotline 0917-8746753 or email to [simpleisgood@citysavings.com.ph](mailto:simpleisgood@citysavings.com.ph).

b.) BSP Financial Consumer Protection Department by calling Trunk Line: (632) 524-7011, extension nos. 2584 or email at [consumeraffairs@bsp.gov.ph](mailto:consumeraffairs@bsp.gov.ph)

The Bank shall acknowledge the complaint/dispute no later than two (2) banking days upon receipt of report by responding to the said complaint/dispute or requiring from the Depositor additional information or such other instructions as may be necessary to properly resolve it.

## **Q. AMENDMENTS AND MEANS OF NOTICE**

The Depositor agrees that the Bank may change any of the terms and conditions to the Deposit Account and/or the Fee Schedule from time to time and the Depositor agrees to be notified no less than 60 days prior to of such changes or charges through notice sent through any of the following means by default.

- (i) mailed and/or emailed notices (sent to the Depositor's mailing or email addresses indicated in the Bank's records),
- (ii) text and telephone calls or other alternative modes of communication
- (iii) notices posted at the Bank's branches, or
- (iv) notices in its website.

The Bank's non-receipt of advice from the Depositor within thirty (30) days from receipt of notice from the Bank or thirty (30) days from issuance of public notice in relation to said changes shall be deemed the Depositor's agreement to all such changes or modifications.

Where such Amendments are to the Fee Schedule or affect the fees and charges and the Depositor's liabilities or obligations under the Deposit Account, the Depositor will be given not less than thirty (30) days' notice before the Amendments take effect unless such changes are not within the Bank's control.

By signing these general terms and conditions, I hereby undertake to indemnify and hold the Bank, its directors, stockholders, officers, employees, representatives, agents or relevant units of the Bank, free and harmless from and against all liabilities, claims, demands, actions, proceedings, losses, expenses and all other liabilities of whatsoever nature or description which may be suffered or incurred by the Bank, its directors, stockholders, officers, employees, representatives, agents or relevant units of the Bank, arising from or in connection with the implementation of the provision of these terms and conditions.

(Electronically Signed via OTP) OTP: 08WUOGIB OTP EMAIL : [sample@gmail.com](mailto:sample@gmail.com) OTP VERIFIED ON: September 8, 2022 1:54 PM