



GENERAL TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES AVAILED

These General Terms and Conditions shall be applicable for all types of deposit accounts, such as but not limited to, savings, current and time deposit, in Philippine Peso (PHP), US Dollar (USD), Chinese Yuan (CNY) or other foreign currencies, and other products and services that the depositor (whether singular or plural or natural or juridical person) (hereafter, the “Depositor”) opens or avails with Bank of China (Hong Kong) Limited – Manila Branch (the “Bank”).

OPENING OF ACCOUNTS

Deposit accounts (hereafter collectively referred to as the “Account”), may be opened subject to the presentation of official identification documents acceptable to the Bank, upon satisfaction of the depositor of account opening/maintenance requirements based on the policies of the Bank, and after the Bank conducts verification of Depositor’s identity and signature. This will also include submission of the minimum and relevant information in compliance with the rules and regulations of the Bangko Sentral ng Pilipinas. The Bank reserves the right to require Depositor to submit additional documents, as may be required by the Bank and other regulatory bodies, to allow the Bank to further verify the Depositor’s identity, information and signature.

Warranty of Information

The Depositor represents and warrants that all information it has provided pursuant to this Agreement, including the Customer Account Information Sheet and all related documents, is true, complete and accurate. Moreover, the Depositor also warrants that no other person has any interest in or controls the subject account/s, except as specified as ultimate beneficial owner or controller in the General Information Sheet, and / or other relevant Registration Documents. Finally, any and all injuries that any of the Depositor’s counterparties in the Agreement may suffer by virtue of any false and / or incomplete information that the Depositor has provided shall automatically make the Depositor liable either by compensation, reimbursement, or any other legal means to satisfy the Depositor’s counterparties herein.

For non-residents:

The Depositor acknowledges that if he/she is currently or at any time subsequent to the opening of his/her PHP account becomes a non-resident of the Philippines, their PHP account may only be funded through eligible sources of funding as enumerated in the MORFXT.

Updating of Information

The Depositor acknowledges that he is responsible for updating all information/records relative to him and his account with the Bank and to submit supporting documents thereof. The Depositor’s refusal to provide updated information, when required by the Bank, and/or receipt by the Bank of a returned “Thank You Letter”, after the latter’s proper review and investigation, shall be considered as mishandling the account. In the event where additional information cannot be obtained or any information or document provided by the Depositor is false or falsified or the result of the validation process is unsatisfactory, the Bank may deny and/or restrict its banking relationship with the Depositor without prejudice to the reporting of a suspicious transaction to the AMLC when circumstances warrant. The Depositor undertakes that he shall notify the Bank in writing immediately of any change to their mailing address, email address, and/or phone numbers, and other relevant information, such as but not limited to civil status, citizenship, employment details, as may be applicable. The Bank is not liable for any delays or failure in the delivery of his statement of account or other notices.

The Bank reserves the right to request the Depositor to update his information or to submit supporting documents for their transactions (i.e. inward and outward remittances, deposit, and withdrawal/encashment, among others).

In case of fund or wire transfer where additional information cannot be obtained or information or documents provided are false or falsified or result of the validation process is unsatisfactory, the Bank reserves the right to refuse effecting the fund/wire transfer or the pay-out of funds without prejudice to the reporting of a suspicious transaction to the AMLC when circumstances warrant.

Deposits

In receiving items for deposit or collection and in sending items for payment or remittance, the Bank shall act only as the Depositor’s collecting or remitting agent, assuming no responsibility beyond the exercise of due care. All items credited are subject to final payment in cash or solvent credit, withdrawals or outward payments cannot be made against uncleared funds. The Bank shall not be liable for delay or losses in transit; neither shall the Bank be liable for default or negligence of its duly selected correspondents and each correspondent so selected shall be liable for its own negligence. The Bank may refuse certain items for deposits, such as provincial, foreign, second endorsed checks, checks with alterations or erasures, checks with incomplete information such as no date, no payee, no amount payable in figures, no amount payable in words, no signature of drawer and other similar items including checks presented after six (6) months from date of issue, or which are otherwise considered as stale checks.

The Depositor assumes full responsibility for the correctness, genuineness, and validity of all endorsements appearing on all checks or items deposited. The Bank may charge any item previously credited if it should subsequently receive notice and proof that any item is invalid by reason of forgery or otherwise or that the Depositor is not entitled to the proceeds thereof or will subject the Bank to liability by reason of its guarantee of prior endorsement thereon or for any other reasons. For this purpose, an affidavit of the payee, endorser or other party to the instruments attesting to the forgery of any signature or endorsement thereon or to the alteration of any material part thereof or to any fact which puts in question the right of the Depositor to the proceeds, shall be considered sufficient proof and notice. If any deposit item is returned or dishonored, it may be claimed from the Bank by the Depositor or by his duly authorized representative.

In the event of any error in crediting, over-crediting, misposting, erroneous posting or discrepancy in posting of cash/check deposits or funds transfers to the Depositor’s account, due to technical or human errors in processing in the system, which may be found after the Banks’ verification process for transactions, the Bank reserves the right to automatically debit or adjust the posting made to the Depositor’s account without the express authority from the latter or prior written demand from the Bank.

In the event that the Bank purchased check presented by the Depositor’s representative and warrants that it is a holder in due course, full recourse shall be exercised against the Depositor. The Depositor’s obligation that may arise from the purchase and return of the purchased check shall include the amount of the check, interest, penalty and other costs.

In case of extraordinary inflation or deflation of the currency stipulated herein, the provision of Article 1250 of the Civil Code shall not apply.

Deposit Insurance

Deposits are insured by the Philippine Deposit Insurance Corporation (PDIC) up to the maximum amount of One Million Pesos (PHP1,000,000.00)

TERMS OF ACCOUNTS

1. Savings Account

Passbook:

The passbook issued by the Bank is non-transferable. The Bank shall not be liable for payments made to any person who shall present the passbook with the corresponding withdrawal slip, unless the Bank shall have received a duly notarized Affidavit of Loss from the Depositor. Entries in the passbook which differ from the Bank’s records shall not bind the Bank. The depositor shall not tamper with or make entries in or otherwise alter any of the entries in the Passbook. In the event of discrepancy between the entries in the Passbook and those appearing in the Bank’s records, the latter shall prevail.

Interest:

Savings accounts shall earn interest at such rate determined by the Bank in accordance with the pertinent regulations/guidelines issued by the Bangko Sentral ng Pilipinas. The Depositor must maintain a minimum amount in the account which shall earn interest on a per annum basis at the rate set by the Bank, which may be updated and revised from time to time. The Bank reserves the right to change deposit interest rates without need of further notice but such announcement shall be posted at the branch upon its effectivity. Interest on the Account will be computed based on the average daily/cleared balance per month. No interest shall be paid on: (a) account(s) that have remained inactive/dormant for two (2) years; or, (b) accounts that were closed prior to interest posting; or, (c) dormant accounts unless reactivated in which case, the account shall earn interest starting from date of reactivation; or, (d) instances of returned checks shall be excluded from interest computation from date of deposit to date of return.

Interest computation is based on 360/365 days and subject to Bank’s approval.

Interest is accrued monthly and posted at the end of the month and is subject to withholding tax at the rate prescribed by the Philippine Tax Code, as amended.

2. Time Deposits

The Certificate/Passbook of Time Deposit must be presented upon renewal/extension and surrendered upon withdrawal on maturity date as well as for pre- termination purposes.

Pre-termination of Time Deposit will be computed based on the prevailing savings account interest rate of the Bank if it is pre-terminated within the second half of the term; otherwise, no interest will be computed. Time deposits are subject to withholding tax and documentary stamp taxes.

Maturity dates falling on a non-banking day shall be moved to the following banking day.

Unless otherwise instructed by the Depositor, the Bank will automatically renew the deposit for the same term as stated on the face of the Certificate/Passbook based on the Bank’s prevailing interest rate at the time of maturity date and not of the initial interest rate.

Additional placement shall be accepted only on each maturity date. Similarly, partial withdrawal shall be allowed only on each maturity date; otherwise, the placement shall be terminated in full.

In case, the check/s intended for the Time Deposit is returned; then said placement shall be void and the Bank shall cancel the Certificate without further notice to the Depositor.

The Bank shall have the discretion to terminate the Time Deposit in case the Depositor could not be located or contacted in which case, the provisions on closing of account shall apply.

3. Current/Checking Account

Interest:

Current Account deposits do not bear interest.

Checks:

To protect the interest of the Depositors and the Bank, all requests for printing of magnetic ink character recognition (MICR) checks shall be coursed through the Bank and the Depositor undertakes not to use checks printed or secured from printers not accredited by the Bank. The Depositor shall be held responsible for any and all damages arising from his/its violation of this provision. Unauthorized checks shall be dishonored. Processing of checks shall be done in accordance with the rules and regulations of the Philippine Clearing House Corporation (PCHC) and the Bangko Sentral ng Pilipinas (BSP).

All blank spaces on checks drawn must be properly completed. The Bank may dishonor checks if signatures are not in accordance with specimen registered with the Bank. The Bank shall implement Philippine Clearing House Corporation (PCHC) Memorandum Circular No. 15-460 and Circular No. 3093 on Check Image Clearing Systems (CICS) relative to the acceptance and rejection of check deposits. This shall include non-acceptance of check deposits or issuances with check write amount instead of written amount in words.

The Depositor shall be responsible for the safekeeping and security of their checkbooks. Only the duly authorized signatories of the Account may draw or issue checks against the Account/s.

The Depositor shall be responsible for monitoring their accounts to ensure that checks issued are funded. Every check must be funded the moment it is issued. However, the Bank may allow the Depositor to fund a check presented for payment until 4:30 p.m. on the date that the check is presented for payment. Charges caused by return of checks drawn against insufficient funds (DAIF), drawn against uncollected deposits (DAUD) or other technical defects/reasons shall be for the account of the depositor.

The Bank reserves the right to destroy requested checkbooks if left unclaimed six (6) months from the date of requisition and/or six (6) months from the date the checking account of the Depositor becomes classified/transferred to dormant/inactive status.

Stop Payment Orders:

No stop payment order, renewal or revocation thereof shall bind the Bank or be otherwise valid unless (i) the check(s) subject to the stop payment order, renewal or revocation thereof is described or specified correctly in all particulars; (ii) made in writing in accordance with the Bank’s prescribed form within the cut-off period of 4:00 p.m. on a Business Day (i.e., shall mean a day on which the principal office of the Bank is authorized by law to be open for business in Taguig City, and in any case excluding Saturdays, Sundays, and regular holidays). No request for, or cancellation of, a SPO shall be honored beyond the cut-off period. Further, in case of loss, a duly executed and notarized Affidavit of Loss must be submitted; and (iii) the stop payment order is served and delivered directly to the officers and authorized staff of the Banking Business Department.

The service or delivery of a stop payment order, renewal or revocation thereof to the Bank shall not constitute notice, actual or constructive, to any other office or branch. The Depositor agrees to hold the Bank free and harmless from all liabilities, expenses and cost incurred in refusing payment of said items and further agrees not to hold the Bank, its directors, stockholders, officers and employees, liable on account of payment contrary to the stop payment order, or on account of nonpayment contrary to the revocation of the order for stop payment, if the same occurs through inadvertence, accident or oversight, or if by reason of the aforesaid payment, other items drawn by the Depositor are returned for insufficiency of funds. The Bank shall not accept and honor Stop Payment Order against stale checks. The processing of the Stop Payment Order shall be subject to the Bank’s discretion and processing requirements. The Depositor’s submission or the Bank’s acceptance of such Stop Payment Order does not guarantee its approval or implementation by the Bank.

In case of lost/stolen checkbook, the Depositor shall be required to close the account. Lost/stolen checks must be reported to the Bank immediately in writing. In the event that a check has already been paid/accepted/certified for payment prior to receipt of notice from the Depositor, the same shall be for the Depositor’s account.

Any cancellation of SPO shall be subject to a cancellation fee.

Statement of Account:

Statements of account, together with the scanned copies of checks issued and related memos or documents, shall be sent to the Depositor monthly for Current Account depending on the sending method (by mailing or pick up or email or E-banking or for delivery thru representative to his last known address or email address on record) elected/chosen by the Depositor.

The Bank shall not be liable in the event that said statements and scanned copies of checks issued are lost in transit or fall into wrong hands.

The Depositor should notify the Internal Audit Department of the Bank promptly on any discrepancies in the statements or any exceptions to the statement or service rendered; otherwise, the Depositor shall be deemed to have accepted the correctness of the statement or advice, ten (10) days from the statement date.

AUTOMATIC TRANSFER ARRANGEMENT

The Depositor hereby authorizes the Bank to transfer cleared funds from his Savings Account to his Current Account at any time whenever funds in the latter account are insufficient to meet withdrawals either through checks, debit memos or other charges against said account. In case Depositor has, or in the future have, more than one (1) Savings Account with the Bank, the attached accomplished Addendum (Authority to Debit/Credit) shall be accomplished and shall govern this arrangement. Unless revoked in writing and duly received by the Bank, the said Addendum operates as the Bank’s continuing authority to debit the nominated Savings Account in the said Addendum to effect this arrangement.

It is hereby understood and agreed that this authority shall be continuing until revoked in writing by the Depositor or by the Bank. However, when either account becomes dormant, the Bank shall cancel this authority effective thirty (30) days from the date of the Bank’s written notice.

It is further understood and agreed that the authority granted herein may or may be exercised at the sole discretion of the Bank. Non-exercise of this authority by the Bank shall not in any way prejudice its position and its remedies against the Depositor, neither shall it be deemed or interpreted as waiver or modification of this authority, or a revocation thereof; nor may the Bank be held liable for any damages, which may be incurred by the Depositor or by third parties due to non-exercise by the Bank of the Authority herein granted.

The Depositor hereby authorizes the Bank to debit such charges and fees against his Savings Account and/or Current Account, and/or to collect the charges and fees directly from the Depositor, at the sole option of the Bank.

Joint Accounts

1. General Provision

Any and all funds belonging or purporting to belong to all or any one of the Depositors, including the proceeds of any and all loans and/or discounts, which may be made by the Bank to or for the Depositors’ Account, or which may come into the Bank’s possession at any time, may be deposited in the Bank’s discretion and in the absence of contrary instructions, to the credit of the Account.

2. “And” Account

If the account is maintained jointly between more than one individual(s) under an "and" arrangement, the signature(s) and written conformity of all the other members of the account must be present before any transaction may be processed.

All of the Depositors should endorse for deposit, payment or collection, any and all checks, drafts, notes or other instruments for the payment of money, payable or purporting to belong to all of the Depositors and, should such instruments(s) be received by the Bank without being so endorsed, the Bank is hereby authorized to deposit said instruments on the Depositors’ behalf and credit the same to the Account.

Should any or all of the Depositors die during the effectivity of the Account, the Bank will be promptly notified thereof in writing and the amount of deposit to the credit of the Account at the time of such death shall be disposed in accordance with the rules on co-ownership. Unless a different sharing among the Depositors exists, each of the Depositors is presumed under the rules on co-ownership to own an equal share of the amount credited to the Account and, in case of the death of any of the Depositors, the deceased Depositor shall be replaced by his/their estate(s).

The Bank may, at any time in its discretion and with or without notice to the Depositors, assert a lien or legal claim on any balance of the Account and apply all or any part thereof against any indebtedness, matured or un-matured, owing to the Bank by any or all of the Depositors. It is understood that if said indebtedness only owes from any of the Depositors, then this provision constitutes the consent by all of the Depositors to have the Account answer for the said indebtedness to the extent of the equal share of the debtor in the amount credited to the Account.

3. “Or” Account

If the account is maintained jointly between more than one individual(s) under an "or" arrangement, any fund or balance thereof, now or hereafter on deposit to the credit of the Account, may be withdrawn by any one of the Depositors as joint and several creditors. The available balance of the Account may, at any time, be subject to withdrawal or other disposal, in whole or in part, by check, draft or other written order signed by any one of the Depositors, or that of the attorney-in-fact of any one of the Depositors, all without injury or regard by the Bank with respect to the use or disposition, which may be made of the funds so withdrawn or otherwise disbursed.

Upon the death of any one of the Depositors, the funds on deposit shall belong to the survivor(s) and can be withdrawn by any of the surviving Depositors WITHOUT the necessity of obtaining the consent of the heirs of the deceased Depositor/ and subject to the submission of the Bank’s documentary requirements and the payment of the applicable tax.

In case of death of all of the Depositors; the funds on deposit shall be governed by the rules on co-ownership and shall be withdrawn by the joint signatures of the executors, administrators or legal representatives of the estate of all of the Depositors, and after compliance with such requirements as the Bank may require or shall be released upon the order of the court or such person(s) as it may authorize.

The authority of any one of the Depositors to withdraw the funds shall be recognized while the Account is existing. In case of conflict among the Depositors, the Bank is hereby authorized to hold/freeze the Account until the Bank receives court order authorizing the Bank to release the funds to the Depositors or to any one of the Depositors and the Depositors, jointly and severally, shall hold the Bank free and harmless from any and all damages, cost, expenses and attorney’s fees that that Bank may incur by virtue thereof.

The Bank may, at any time in its discretion and with or without notice to the Depositors, assert a lien or legal claim on the balance of the Account and apply all or any part thereof upon any indebtedness, matured or un-matured obligation, that may then be owing to the Bank by any one of the Depositors, and offset a corresponding amount of such indebtedness against the said balance. It is understood that if said indebtedness only owes from any of the Depositors, then this provision constitutes the consent by all of the Depositors to have the Account answer for the said indebtedness to the extent of the equal share of the debtor in the amount credited to the Account.

Service and Other Bank Charges:

The Bank requires the Depositor to maintain a balance not lower than the minimum balance prescribed by the Bank. Accounts falling below the required minimum balance for at least two (2) consecutive months shall be subject to the prevailing service charge. The Bank may debit the Depositors’ accounts for any and all applicable service charges and penalty charges.

The Account, whether active or dormant, shall be subject to maintenance charges. The Bank reserves the right to revise the minimum maintaining balance, impose new service and maintenance charges and change existing charges within the limits allowed by law or pertinent regulations. Such charges shall be deducted from the Account and the Bank shall not be liable for the resulting dishonor of checks, drafts, notes or other instruments because of insufficient funds.

Confirmation of Account/s

At least once a year, the Bank’s Internal Audit Department may, without need for further confirmation or instruction from the clients, confirm by direct verification with bank clients, any of the following: a) Balances of loans and credit accommodations of borrowers; b) Deposit account balances particularly new deposit accounts, dormant accounts and closed accounts; c) Balances of and/or liabilities arising from investments; or, d) Outstanding balances of receivables/payables.

Closing of Accounts

The Depositor hereby authorizes the Bank to close the Account even without prior notice in case the Account is mishandled, the identity of the Depositor is fictitious or false, the Account is suspected of being used for illegal activities, and the account balance is zero for at least ninety (90) days. This also includes other events or causes when the continuation of the Account is not in the best interest of the Bank and/or if the Bank perceives, at any time and at its sole discretion, that it may be exposed to any financial, operational, legal, reputational or other risk in maintaining the account/s or if the Depositor fails to abide by any of the provision of the terms and conditions for deposit accounts. The Bank is without any obligation to disclose the reasons for such closure. The Bank shall not be liable for whatever losses or damages that may arise against the Depositor as a result thereof.

In the event the Account is closed by the Bank in accordance with the foregoing, the Depositor authorizes the Bank to report such closure and the reason(s) thereof to the BAP Credit Bureau Inc. through the Negative File Information System (NFIS) or to any central monitoring entity or body established by BSP to keep record of and monitor all mishandled Accounts.

The Depositor agrees to hold the Bank, its directors, stockholders, officers and employees free and harmless from any and all liabilities, claims and demands of whatever kind or nature in connection with or arising from (i) the closing of the Account; and/or, (ii) if a current account, the dishonor of any check thereunder which may be presented to the Bank after the closing of the Account; and/or, (iii) the reporting by the Bank of the closing of the Account and the reason(s) therefore to the BSP, BAP, CIC or to any central monitoring entity or body established by the BAP to keep record of and monitor all mishandled Accounts.

In such an event, the Bank shall issue a cashier’s check/demand draft for the balance of the Account, if any, after deducting the applicable charges. The Bank shall send, by registered mail, to the Depositor at his last known address indicated in the Bank’s records, notice of the closing of the Account with a request for the Depositor to obtain from the Bank’s office the cashier’s check representing the balance of the Account, if any, and to return to the Bank the passbook, and all unused checks in his possession.

The Depositor hereby authorizes the Bank to automatically close his current account without prior notice if (i) the Depositor draws any check without sufficient funds three (3) times; (ii) the balance becomes zero or negative due to bank charges; and, (iii) the Bank has reasonable grounds to believe that the Depositor is involved in any fraudulent or illicit activities.

Dormant Account

No interest shall be paid on Accounts which have remained dormant or inactive (no deposit or withdrawal/encashment) for two (2) years in the case of savings account and one (1) year for current/checking accounts.

In case of checks drawn against a dormant account, the Depositor acknowledges the need to have the dormant account reactivated as a prerequisite for the processing of the check.

The Bank, in its sole discretion, may honor the funding of a check drawn against a dormant account, but such shall not convert a dormant account into an active one. The Depositor bears the risk in issuing checks against a dormant account and the Bank shall not be liable to the Depositor or any other party, including third parties, for such issuance.

The Depositor shall promptly comply with the Bank’s requirements in activating a dormant account.

Accounts inactive for ten (10) years shall be escheated to the Treasurer of the Philippines in accordance with the Unclaimed Balances Act.

PERSONAL DATA

To avail of the full benefit of the whole range of services from Bank of China Group (the “Group”), respective agents, representative as well as outsourced providers and for the Group’s compliance of the relevant laws and regulations in the relevant jurisdictions, the Depositor hereby agrees to provide to the Bank his personal data in connection with the Account, including but not limited to personal circumstances, privileged information, sensitive personal information (“Data”). If the Depositor fails to provide such Data, the Bank may not be able to open, maintain the Account for him and/or provide him with the services in connection therewith.

For such purpose, the Depositor hereby waives any bank secrecy rights under Republic Act No. 1405, as amended (the “Secrecy of Bank Deposits Act”) and Republic Act No. 6426, as amended (the “Foreign Currency Deposit Act”), as well as the implementing rules and regulations thereof, including all subsequent amendments or supplements thereto as well as consents to, and authorizes the Bank without need of prior notice, to process, obtain, collect, record, organize, store, update, modify, use, access and or share / disclose such Data in accordance with Republic Act No. 10173, as amended (the “Data Privacy Act of 2012”), with corresponding duty to keep such Data confidential, to the persons listed below, whether or not they are in the Philippines:

- (i) any member of the Group;
- (ii) any agent, contractor, external auditors or third party service provider, who provides administrative, telecommunications, computer, payment clearing, nominee, custodian or other services to any members of the Group;
- (iii) any person, who receives Data collected by a member of the Group as agent for forwarding to or otherwise for any facility or service, who may not be in the Philippines and may not be subject to the Data Privacy Act of 2012 and its implementing rules and regulations and not restricted in the use of the Data;
- (iv) Credit Information Corporation (“CIC”), other lenders authorized by the CIC, and credit reporting agencies duly accredited by the CIC; and, in the event of default, debt collection agencies commissioned by the Bank to collect an overdue amount owed to the Bank, to whom the Depositor’s basic credit data (as defined under Republic Act No. 9510 “Credit Information System Act” (“CISA”) and its Implementing Rules and Regulations) are submitted and disclosed to;
- (v) Anti-Money Laundering Council, in compliance with Republic Act No. 9160 otherwise known as the Anti-Money Laundering Act (“AMLA”), Republic Act No. 10168, otherwise known as the “The Terrorism Financing Prevention and Suppression Act of 2012”, Republic Act No. 11479, otherwise known as “The Anti-Terrorism Act of 2020”, their amendments and implementing rules and regulations, as the same may be updated from time to time, and such other mandatory laws as may be enacted henceforth;
- (vi) any person to whom the Bank transfers or proposes to transfer its interests and/or obligations in respect of the Account or any service provided to the Depositor;
- (vii) any person to whom the Bank is required by law, regulation, court instruction/order or request from any governmental or regulatory body to provide such data; and,
- (viii) United States Foreign Account Tax Compliance Act (FATCA) or those that may be required by correspondent banks and other financial industry bodies or associations whether local or foreign, in compliance with legal, regulatory or other obligations of the Bank, whether for local or foreign laws or regulatory requirement, in relation, among others, to those relating to exchange of information among tax authorities.

All Data relating to the Depositor held by the Group (whether supplied by the Depositor or a third party and whether before or after the Depositor opens the Account) may be used for:

- (a) operating internal control/verification/confirmation by auditors without confirmation or instructions from the clients of balances of loans and credit accommodations of borrowers, deposit account balances, new deposit accounts, dormant and closed accounts, and deposit placements;

- (b) conducting credit and other status checks and assisting other instructions to conduct such checks;
- (c) ongoing administration of the Account;
- (d) providing the Depositor other related services;
- (e) any purpose relating to collection of any sums due to or enforcement of any charge or security in favor of any member of the Group; designing and/or marketing other services and products of any member of the Group;
- (f) designing and/or marketing other services and products of any member of the Group;
- (g) forming part of the records of the recipient of the data as to the business carried on by it;
- (h) observing any legal, governmental or regulatory requirements of the Philippines or other relevant jurisdiction including any disclosure or notification requirements; and,
- (i) any other purpose relating to the business and dealings of the Group.

The Depositor hereby agrees and authorizes that his Data may be transferred to any place outside the Philippines, whether for the processing, holding or use of such data outside the Philippines, and also to service providers which offer services to the Bank or any member of the Group in connection with the operation of its business.

The Depositor's Data shall be retained by the Bank as long as the purpose for which it was collected, and such other purposes that the Depositor may have consented to from time to time, remains in effect until such time as it is no longer required nor necessary to keep the Data for any other legal, regulatory or business purposes.

The Depositor agrees to notify the Bank in writing, which must be duly acknowledged by the Bank, if he/she does not consent to the processing and disclosure of his/her Data with any members of the Group and/or third parties/vendors or other persons or entities that the Bank may reasonably select.

The Depositor may direct any request for access to or correction of data or for information regarding policies and practices and kinds of data held by the Bank by sending an email to dataprotectionoffice_ph@bankofchina.com.ph or to:

Data Protection Officer
Bank of China (Hong Kong) Limited – Manila Branch
28/F, The Finance Centre
26th Street corner 9th Avenue
Bonifacio Global City, Taguig City, Philippines

DISCLOSURE TO REGULATORS AND OTHER AUTHORIZED DISCLOSURES

If the Bank receives any lawful request for information relating to the Account or for any transaction relating to the Account by any regulator in the Philippines or overseas (the "Regulators"), the Depositor hereby acknowledges and agrees that the Bank may provide to the Regulators any such information as may be contained in the Bank's Account Opening Form and other relevant documents which the Bank may ask the Depositor to complete from time to time without notice to the Depositor.

The Depositor's obligation and the Bank's rights under this Section shall continue notwithstanding the closure of the Depositor's Account for any reason.

Other authorized disclosures:

The Depositor acknowledges that the Bank may:

- (a) from time to time be asked to provide banker's references to other financial institutions or other parties about the Depositor and the Depositor agrees to the Bank giving such references.
- (b) without any notice or reference to the Depositor, disclose the state of any account or transaction with the Bank or any other information relating to the Depositor or any Account to:
 - (i) any proposed assignee of or participant in any of the Bank's rights in relation to the Depositor.
 - (ii) comply with any applicable law, regulation (including codes of practice), official directive or court order, whether in the Philippines or elsewhere (including but not limited to requests by the Bangko Sentral ng Pilipinas, the Anti-Money Laundering Council, or the Anti-Terrorism Council);
 - (iii) without notice to or consent of the Depositor, hold/or debit the account in instances of cancelled remittance, remittance which is a subject of stop payment by other banks or subject to verification, fraudulent acts of whatever kind including but not limited to, misrepresentation, submission of false, forged or misleading documents or information.
 - (iv) charge the Account of any and all outstanding obligations of the Depositor to the Bank and to its subsidiaries and affiliates and the Bank shall not be liable for the resulting dishonor of checks, drafts, notes or other instruments because of insufficient funds.

AML/COUNTER TERRORISM FINANCING COMPLIANCE

The Depositor warrants that they are aware of the provisions of Republic Act No 9160 (Anti-Money Laundering Act of 2001), as amended in Circular No. 950 of 2017, as further amended by Circular No. 1022 of 2018, Republic Act No 9194 and Republic Act No 10365, as well as Republic Act No. 10168 (the Terrorism Financing Prevention and Suppression Act of 2012) and Republic Act No. 11479, otherwise known as "The Anti-Terrorism Act of 2020". The Depositor acknowledges and confirms that relative transactions in his account are not among those covered under said laws and that all the funds to be deposited in the account(s) come from legitimate source and undertakings.

The Depositor authorizes the Bank to disclose, in accordance to local and/or international anti-money laundering laws and regulations, to any member of the Group, and/or its local and/or foreign correspondent banks, information relative to the Depositor and/or his/their accounts and transactions, which shall include, but not limited to, the following information: birth date; birth place; employment; profession; business address; contact information; date when account/s was/were opened; transaction details; purpose of the transaction/s, etc. The foregoing includes the authority of the Bank to supply supporting transactional documents, when required by any of these entities/authorized bodies.

The Depositor authorizes the Bank to make any such verifications or reports in compliance with the Anti-Money Laundering Act, Republic Act No. 10168, Republic Act No. 11479, their amendments and their implementing rules and regulations, as the same may be updated from time to time, and such other mandatory laws as may be enacted henceforth, as it may deem appropriate.

The Depositor is aware that the Court of Appeals, the AMLA or such other government agencies authorized by law may issue freeze orders under Republic Act No 9160 (Anti-Money Laundering Act of 2001), as amended in Circular No. 950 of 2017, as further amended by Circular No. 1022 of 2018, Republic Act No 9194 and Republic Act No 10365, as well as Republic Act No. 10168 (the Terrorism Financing Prevention and Suppression Act of 2012) and Republic Act No. 11479, otherwise known as "The Anti-Terrorism Act of 2020," or any of their amendments or implementing rules and regulations, as the case may be, and that the Bank must comply with such freeze orders.

The Depositor holds the Bank, its directors, officers, staff, representative and/or agent, free and harmless from any and all liabilities, suit, claims, losses and/or damages that may arise out of such disclosure or compliance with freeze order/s.

AUTHORITY TO WITHHOLD, SELL AND/OR SET OFF

The Bank is hereby authorized, without notice to or consent of the Depositor, to withhold, as security for any and all obligations with the Bank, all monies, properties, or securities of the Depositor now existing or which may hereafter come into the possession or under the control of the Bank, whether left with the Bank for safekeeping or otherwise, or coming into the hands of the Bank in any way, for so much thereof as will be sufficient to pay any or all obligations incurred by the Depositor under the Account or by reason of any other transactions between the same parties now existing or hereafter contracted, to sell in any public or private sale any of such properties or securities of the Depositor, and to apply the proceeds to the payment of any of the Depositor's obligations heretofore mentioned.

If and when required by the Bank, the Depositor shall execute a promissory note or credit agreement and furnish, as security for overdrawing by way of pledge or mortgage, goods, wares, merchandise, chattels, chooses in action, securities, and other movable properties; and/or by way of mortgage of lands, tenements and other forms of immovable properties in an amount sufficient at all times as determined by the Bank, to secure payment of the obligation incurred herein including interest and penalty.

The Bank is likewise fully authorized, without need of any notice of judicial action and without notice to or consent of Depositor, to set off, apply, compensate, hold or debit/charge to the Account: (i) any and all of Depositor's maturing obligations to the Bank, including loans, interests, penalties, charges and other receivables whether or not covered by promissory notes or other credit or security agreements; (ii) any amount erroneously, inadvertently or improperly credited, transferred, booked or deposited, to the Account, or to such other accounts, deposits, placements or investment of the Depositor with the Bank; (iii) such other receivables due to the Bank from the Depositor. In case of overdrawing from the Account in excess of the withdrawable balance, either through over-the-counter withdrawal, check encashment, issuance or drawing, the Bank is likewise authorized, without need of any notice of judicial action, to accordingly set-off or debit the deposits or balances of the Account or of such other accounts, deposits, placements or investments of the Depositor with the Bank, to apply as payment of the aforesaid overdrawing plus interest, charges and or penalty; (iv) any erroneous credit, cancelled remittance, remittance which is the subject of stop payment request or to verification, fraudulent acts of whatever nature such as but not limited to misrepresentation, the submission of false, forged, or misleading documents or information; and, (v) hold any fund or deposit, in case the Bank receives sufficient information on conflict involving the account among the Depositors, authorized signatories, directors, shareholders and/or other persons claiming interest. The Bank shall hold the deposit until the conflict is resolved or a court order is received by the Bank to release the fund to the Depositor or to any person designated by the court.

The Bank, its directors, stockholders, officers and employees shall not be liable for the dishonor, as a result of the foregoing, of checks, drafts, notes or other instruments because of the hold-out, set-off and/or debit.

NON-RESIDENTS WITH PESO ACCOUNTS

Non-residents may open a Peso Deposit Account subject to approval by the Bank and to applicable laws and regulations of the Republic of the Philippines, including those requiring all Peso Deposit Accounts by non-residents to be funded only by inward remittances of foreign exchange or the proceeds of conversion of properties located in the Philippines. The Depositor shall be responsible for and assume any and all taxes with respect to the Peso Deposit Account that may be required under applicable laws and regulations. Any outward remittance of funds from the Peso Deposit Account shall comply with applicable Philippines laws, rules and regulations.

AUTHORITY TO FREEZE ACCOUNTS

If the Depositor is a juridical person and there is a court dispute regarding the list of authorized signatories or representatives authorized to transact with the Bank regarding the Account, the Bank is hereby authorized to hold/freeze the Account and not entertain any transactions on the Account until the Bank receives a court or official order stating the authorized signatories or representatives authorized to transact on the Account, and the Depositor shall hold the Bank free and harmless from any and all damages, costs, expenses and attorney’s fees that the Bank may incur by virtue thereof. Moreover, the Bank, its directors, stockholders, officers and employees shall not be liable for the dishonor, as a result of the foregoing, of check, drafts, notes, or other instruments.

GARNISHMENT, ATTACHMENTS OR LEVY OF DEPOSIT ACCOUNTS

The Bank is not obliged to notify, advise or inform the Depositor of any garnishment, attachment, sequestration or levy of the Account and the Bank, its directors, stockholders, officers and employees shall not be liable for the lack of said notice, advice or information, as well as for any resulting dishonor or return of checks, drafts, notes or other instruments by reason thereof.

COOLING OFF PERIOD

Subject to the rules of the Bangko Sentral ng Pilipinas (BSP) and exemptions provided therein, the Bank shall implement a mandatory cooling-off period for certain financial products and services offered to Depositors. Under this policy, qualified Depositors (i.e., individuals, and shall not extend to corporate customers as provided under regulations) shall have the right to unilaterally cancel or withdraw from the product or service covered by these General Terms and Conditions, without penalty, by providing written or electronic notice to the Branch within a minimum period of two (2) banking days from the date of execution of the contract or availment of the product/service.

The Depositor shall remain liable for any reasonable and documented processing fees, costs, or taxes incurred prior to the exercise of the cooling-off right.

CHANGE OF ADDRESS

The Bank should be promptly notified, in writing, of any change in the address of the Depositor. All correspondence relative to the Account, including demand letters, summons, subpoenas or notifications of any judicial or extrajudicial action shall be sent to the Depositor in the last known address indicated in the Bank’s records. The mere act of sending any correspondence by mail or by messenger to the Depositor’s last known address shall be valid and effective notice to the Depositor for all legal purposes and the fact that any communication is not actually received by the Depositor or that it has been returned unclaimed to the Bank or that no person was found at the address given or the address cannot be located, shall not relieve the Depositor from the effects of such notice.

The Bank shall not be responsible for any consequences that may occur due to the inability of the Depositor to receive any statement of account as a result of the failure of the Depositor to notify the Bank in a timely manner of any change in their mailing address, contact or other information.

CHANGE OF SIGNATORIES FOR CORPORATE ACCOUNTS

It shall be the responsibility of the Depositor to inform the Bank in writing of any changes to its authorized signatories. The Bank has the right to rely upon the Secretary’s Certification/Board Resolution on file and existing signature cards with the Bank, and any and all acts done and transactions made by signatories identified therein shall be valid, binding, and effective upon the Depositor. Any change in the Depositor’s authorized signatories shall be effective only upon due receipt by the Bank of the original copy of the Secretary’s Certificate/Board Resolution, and signature cards including identification of the new signatories stating the change(s) in the Depositor’s authorized signatories. The foregoing shall begin to take effect only when actually received by the Operations Department of the Bank.

SMS, E-MAIL AND ELECTRONIC ALERTS

The Depositor hereby authorizes and agrees that the Bank may send or communicate with him via text messages (SMS) through his SMS enabled mobile phone, email messages and/or other electronic alerts, specific prompts, reminders, transactional confirmation and/or notices from time-to-time concerning matters relating to the Bank and/or to his account by the use of mobile number and/or email address, which he has provided to the Bank.

Should the Depositor opt to be enrolled in the SMS Notification Service of the Bank, the Depositor will be responsible for the accuracy of his/ her registered mobile phone numbers and the Bank shall not be held liable for missent or unreceived messages if the Depositor fails to provide and/ or update the correct mobile phone numbers. The use of BOC SMS Notification Service does not (a) free the Depositor from the responsibility of safeguarding the physical security and authorised usage of his/ her account(s); (b) imply that the Bank will be liable for any unauthorized transactions that may occur to their account. The Depositor acknowledges that alerts received through the SMS Notification Service are for reference only and cannot be used as proof of confirmation of the transaction.

The Depositor hereby acknowledges and accepts that each SMS or email may be sent to him without being encrypted and may include his name, details of his transaction, and information pertaining to his account(s) with the Bank.

The Depositor fully understands that it is his responsibility to ensure the security of his mobile phone and/or his personal email address and hereby holds free and harmless the Bank, its subsidiaries and affiliates, as well as its officers, directors and employees against any and all losses, claims, damages, penalties, liabilities, and costs of any kind including but not limited to those relating to secrecy laws and/or regulations should any SMS and/or email alerts be viewed or accessed by persons other than the Depositor.

The Bank shall not be held responsible for any applicable charges and fees imposed by the Depositor’s mobile phone operator/ service provider.

ATTORNEY’S FEE

In the event the Bank is compelled to institute judicial or extrajudicial action or proceeding to enforce collection of the indebtedness arising hereunder, the Depositor agrees and shall be bound to pay the Bank an additional sum equivalent to 10% of the total amount due, including accrued interests and penalties, as attorney’s fees which in no case shall be less than Philippine Pesos: Twenty Thousand (PHP 20,000.00) plus cost of suit. In the event, however, that the Bank’s lawyer is able to collect the indebtedness arising hereunder short of litigation, the Depositor undertakes to reimburse the Bank for whatever expenses it may have incurred.

VENUE

The Depositor irrevocably consents that any legal action, suit or proceedings arising out of or relating to this Agreement may be instituted in any competent court in Taguig City or at any other venue at the sole option of the Bank. The foregoing, however, shall not limit or be construed to limit the right of the Bank to commence proceedings against the Depositor in any other venue where any asset of the Depositor may be found.

RULES AND AMENDMENTS

The Bank reserves the right to change, amend, supplement or modify any of the terms and conditions herein. The Depositor accepts and agrees to be bound by the Agreement and all terms and conditions governing it, including any change, amendment, supplement or modification thereto. In case, the Depositor does not agree with the new/revised/modified Deposit Terms and Conditions, he may terminate the Agreement without the applicable penalty; provided, such right is exercised within thirty (30) days from receipt of individual notice or from issuance of public notice.

In all cases not specifically provided for in the foregoing or otherwise by written agreement between the Bank and the Depositor, the usual customs and procedures common to Banks in the Philippines shall exclusively govern all transactions between the Bank and the Depositor with regard to the Account. The Account is also subject to such regulations as may be imposed by the Bangko Sentral ng Pilipinas, the Bankers Association of the Philippines and the Philippine Clearing House Corporation, and other related regulatory agencies, relative to the establishment and operation of deposit accounts.

CUSTOMER COMPLAINT/S

The Bank may receive customer complaints, inquiries or any concern about its products or services, either in person or through electronic medium, verbal through phone, text message or via facsimile or other forms of written communication. Upon receipt, the Bank shall then conduct a comprehensive investigation in accordance with its established procedures on complaints handling and shall notify the customer of its findings or results of its investigation through its choice of communication.

Any complaint regarding the deposit accounts shall be communicated to:
Telephone Number: (+632) 8297 7888 (available 24/7)
Email Address: customercare_ph@bankofchina.com.ph

Bank of China (Hong Kong) Limited – Manila Branch is regulated by the Bangko Sentral ng Pilipinas. The Depositor may also get in touch with the Bangko Sentral Financial Consumer Protection Department through their email at consumeraffairs@bsp.gov.ph.

MISCELLANEOUS

For the mutual protection of the Depositor and the Bank, it is hereby agreed that the Bank will not entertain any inquiries, instructions or messages, regarding the Account, given over the telephone or by telegram, cable, fax, email or other electronic means or through a representative, unless authorized in writing by the Depositor.

Assignments or pledges of the Account shall not be binding on the Bank unless made with the latter’s prior written approval.

In case of computerized operation, the Bank shall not be liable for any loss or damage that may be incurred by the Depositor or any third party due to or occasioned by imperfect computer programming procedures and operations, or by any defect in the material or workmanship of any computer equipment, or any other cause not due to the fault or negligence of the Bank.

The Bank shall not be liable for any loss or damage that may be incurred by the Depositor or any third party for any failure to perform its obligations where such failure is a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities, civil disturbance, war, rebellion, revolution, insurrection, military or usurped power, confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, interruption or failure of electricity or telephone service, technical error or system failure, or any unforeseen event beyond the control of the Bank.

LIABILITY AND INDEMNIFICATION

The Bank shall not be responsible for any delay, failure of performance, loss, penalty or other expenses that may arise due to causes beyond the Bank’s control, such

as: (a) incorrect payments due to processing of transactions based on instructions with incorrect information provided by the Depositor; (b) delay in performance due to prolonged power outages, disruption of network connections; (c) fortuitous events, such as, but not limited to, calamities, typhoons, floods, and other similar cases; or, (d) causes which are attributable to third party providers.

For remittance transactions, the Bank will solely process the transaction based on details as provided and is not obliged to verify or confirm the accuracy or completeness of the information provided. The Bank's records and books shall be conclusive evidence of such Instructions.

In consideration of the Bank acting in accordance with the instructions provided, the Depositor hereby irrevocably agrees to indemnify and hold the Bank free and harmless from and against all liabilities, losses, claims, actions, suits, damages, costs and expenses of whatever nature arising out of or in connection with the Bank's reliance and implementation of instructions provided.

The Depositor agrees to abide by the transaction cut-off times set by the Bank and indemnify the Bank against costs arising for delays due to receipt of transactions beyond the cut-off time.

BOCMNL GREAT WALL DEBIT CARD

The Terms and Conditions shall be applicable for the use of Debit Card linked with savings accounts and as may be amended from time to time by the Bank. The Cardholder shall be deemed to have unconditionally agreed to and accepted these Terms and Conditions by signing the Individual Account Opening Application Form, Debit Card Application Form, or by signing on the reverse of the Debit Card.

The Terms and Conditions stated below shall be applicable for the BOC Great Wall Debit Card issued by the Bank and shall apply to all cardholders using the BOC Great Wall Debit Card, hereinafter referred to as “the Debit Card”.

- Definition
 - “Great Wall Debit Card” is an international debit card issued by Bank of China (Hong Kong) Limited – Manila Branch to its clients. The card is linked to a Philippine peso account and with Renminbi (RMB) account which can be used in local and international ATMs and POS terminals.
 - “China UnionPay Network” or “CUP network” shall mean the ATM and POS terminals that accept the Great Wall Debit Card.
 - “Settlement Account” is the savings account that is linked to the card which will be accessed for transactions, i.e. the Account from which cash withdrawal or purchase transactions, charges and fees related to the Debit Card are debited.
 - “Accountholder” shall refer to an individual who has an account with the Bank.
 - “Cardholder” refers to a person whom a Debit Card has been issued by the Bank for an account held by the Bank.
 - “PIN” refers to Personal Identification Number
 - “ATM” refers to Automated Teller Machines where Cardholders may make cash withdrawals.
 - “POS Terminals” shall mean the terminals where Cardholders may make payments at point of sale.
 - “Merchant Establishments” shall mean establishments that display the China UnionPay symbols wherever located which honor the Debit Card and shall include amongst others: stores, shops, restaurants, airline, organizations, etc. affiliated to the China UnionPay network.
 - Counterfeit Card is an imitated or falsification of a genuine magnetic stripe card or EMV chip card with track data copied from a hybrid EMV card.
- General Provisions
 - The Debit Card offered by the Bank embodies dual-currency feature, Philippine Peso (PHP) and Renminbi (RMB) and can be used in the China UnionPay (CUP) Network.
 - The Debit Card issued to the Cardholder is a service provided by the Bank to the Accountholder for financial uses, including but not limited to balance inquiry, ATM cash withdrawal, POS transactions and fund transfer.
 - The Debit Card shall at all times be the property of the Bank, and the Bank may at any time cancel or revoke it without prior notice.
- Application for the Debit Card
 - The Debit Card will be issued only to Accountholders who have existing peso and renminbi savings accounts with the Bank, and may be issued subject to signing the Application Form, presentation of documents acceptable to the Bank and after verification of depositor's identity.
 - The Debit Card and the related PIN will be issued in the name of the Cardholder, who will be responsible to keep the said Debit Card under his custody.
 - Debit Cards and related PIN that are uncollected four (4) months after the date of requisition shall be destroyed for security purposes. As such, client needs to request for a new debit card, which is subject to applicable fees.
- Card Usage
 - General Rules
 - The Debit Card may only be used by the Accountholder
 - The Bank shall freeze the Debit Card and the related account/s if there has been a wrong input of the PIN for more than three (3) times in a given day.
 - The Debit Card shall have a six (6) digit PIN, the Cardholder must input the PIN every time he/she is going to withdraw, transfer funds or purchase using the POS. It is the responsibility of the Cardholder to safe keep his/her PIN. The Cardholder should take care and refrain from disclosing the PIN to others to avoid unnecessary losses or risks. As a security precaution, the Debit Card will not be activated unless the Cardholder changes his/her PIN at the POS terminal located in the Bank.
 - All transactions that are successful using the correct PIN shall be deemed transacted by the Cardholder and is final. The Cardholder must be responsible in safekeeping the PIN to prevent financial losses. The Bank shall not be liable for any disputes that arise from negligence of the Cardholder.
 - The linked Accounts shall be debited with the amount (plus charges) of any withdrawal, transfer and/or other transactions effected by the use of the Debit Card. The Cardholder shall maintain sufficient funds in the Accounts in advance to meet any transactions. The linked PHP account will be debited for transactions done in the Philippines or in countries other than China. The CNY account will be debited for transactions made in China.
 - The Debit Card may not be overdrawn. The total value of the Debit Card is equal to the account balance of the linked savings account.
 - ATM
 - The Debit Card is accepted at any ATM that is a member of the China UnionPay (CUP) Network and bears the China UnionPay logo.
 - For ATM withdrawal, the maximum daily limit is PHP100,000 (no conversion) for Peso account and CNY 10,000 (daily) or CNY 100,000 (annual maximum) or its equivalent in other currencies for CNY account. Maximum limits per transaction may apply for some ATM terminals. Cardholders may opt for customization of their credit limit, however the limit they set must be within the default maximum setting.
 - Should the Debit Card be captured by an ATM due to, but not limited to, wrong input of PIN, Cardholder must report the incident to the Bank immediately and request for a replacement card.
 - POS
 - The Debit Card is accepted at any POS terminal at any Merchant Establishment that is a member of the China UnionPay (CUP) Network and bears the China UnionPay logo.
 - For POS transactions, the maximum daily limit is PHP250,000 for Peso Account and CNY50,000 for CNY Account. Cardholders may opt for customization of their credit limit, however the limit they set must be within the default maximum setting.
 - The Bank shall not be liable for refusal of any Merchant Establishment to honor the Debit Card.
 - The Bank accepts no responsibility for any surcharge levied with the transaction amount by any Merchant Establishment and debited from the Account.
- Fees, Rates and Other Charges
 - Annual or membership fees for the Debit Card, if any, will be debited from the Primary Account on issuance/renewal as per the prevailing tariff. These fees are not refundable.
 - Fees for ATM transactions will be debited from the Account from which they are made at the time of posting the ATM transactions.
 - All transactions in currencies other than the currency of the respective account, or those that entail the auto transfer feature, shall be automatically converted at the time of transaction. The Cardholder agrees to the exchange rate for any foreign exchange that may be needed for any transaction initiated.
 - Charges for ATM transactions are PHP 60 (local) and PHP 100 plus 2% of the transaction amount for transactions in countries other than the Philippines and China and CNY 10 plus 2% of the transactions amount for transactions made in China. Charges for POS transactions are free from transactions done both locally and abroad. All charges will be debited from the Account at the time of posting the cash withdrawal transaction.
 - The Cardholder will be liable for all costs associated with his failure to comply with his/her obligations in respect of the Debit Card, including without limitation to costs for collection service, should it become necessary to refer the matter to any agent, or legal expense, where legal resources have been utilized in resolution of a dispute.
 - The Bank reserves the right to change its fees and charges for transactions at any time.
- Loss of the Debit Card
 - If the Cardholder loses his/her Debit Card, he/she must immediately report to the Bank to avoid losses from unscrupulous transactions. Any financial losses sustained by the Cardholder before the reporting of loss shall be shouldered by the Cardholder. There will be a corresponding charge for loss notification and issuance of new Debit Card.
 - The Cardholder must notify the Bank immediately, in writing, if there is any change in their contact details, any losses that may arise from lack of notification to the Bank shall be shouldered by the Cardholder.
- Fraud/Unauthorized Transactions
 - The Bank shall be rendered free and harmless from any and all liabilities, claims, damages of whatever kind and nature, suits and costs arising from the use of the Debit Card on the following instances, but not limited to:
 - Fraudulent transactions;
 - Unauthorized use due to theft;
 - Unauthorized disclosure of the PIN and Card Security Code.
 - The Cardholder must notify the Bank immediately, in writing, if there is a reason to believe that the Card may be or may have been compromised or used for fraudulent transactions.
- Limits of Liability in the Use of the Debit Card
 - The Bank shall not be liable for failure of the Cardholder to transact or withdraw funds through the ATM when the Bank is under off-line conditions, during servicing time of the machine and communication line breakdown occurs or other conditions not within the control of the Bank.
 - The Bank shall not be liable to the Cardholder for any loss suffered as a result of the Bank being prevented from or delayed in providing any banking or other services to the Cardholder due to strikes, industrial actions, power failure, systems or equipment or any other causes beyond the Bank's control.
 - The Cardholder agrees to hold the Bank and its officers and employees free and harmless from any and all liabilities, claims and demands of whatever kind and nature in connection with or arising from a) closing/termination of the card; b) the reporting by the Bank of the closing of the card and the reason/s

- thereof to the Bankers Association of the Philippines (BAP) or to any central monitoring entity or body established by the BAP to keep record of and monitor all mishandled cards.
- d. The card belongs to the Bank and the Bank or any of its authorized officers, employees, associate or agent may retain the card, require the Cardholder to return the card or suspend or cancel the use of the card at any time in its absolute discretion. The Bank shall not be liable for any loss or damages suffered by the Cardholder as a result thereof.
 - e. The card will not become valid and/or operational until the Cardholder acknowledges receipt of the card and the related PIN and by signing the appropriate Bank documents. The card is only valid up to the last day of the month/year indicated on the face of the card. When the period of validity expires, the card must be destroyed immediately by the cardholder by cutting it in half through the magnetic strip.
9. Disputed Transaction due to a counterfeit card
- a. In the event of a disputed transaction due to counterfeit card, a temporary refund may be credited to the account linked to the Debit Card. This is upon submission by the cardholder of a written complaint with the corresponding supporting documents attached.
 - b. If the investigation resulted in the accountholder being found liable, the account shall be debited and that the accountholder agrees to reimburse or payback the equivalent amount in case the temporary refunds is no longer in the account.
 - c. The client agrees to discharge the Bank of any and all claims, demands, and causes of action, damages, attorney's fees as well as other obligations of any nature, in law or in equity, arising from and related to all and any suspected fraudulent debit transactions conducted through the account on the date of disputed transaction.
10. Termination
- a. The Bank reserves the right to cancel the Debit Card at any time without prior notice.
 - b. In the event the Cardholder shall close the Account/s linked to the Debit Card, the Debit Card will automatically be cancelled. The Cardholder must immediately destroy the said Debit Card.
 - c. In the event the Cardholder decides to terminate the use of the Debit Card, the Cardholder shall give the Bank a notice in writing and fill up a Card Cancellation Form.
 - d. The Bank has the right to terminate the Debit Card facility with immediate effect and require the immediate return of the Debit Card upon the occurrence of, but not limited to, the following events:
 - i. Failure of the Accountholder/s to comply with the General Terms and Conditions on Deposits;
 - ii. The Accountholder/s becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature;
 - iii. Demise of the Cardholder; or
 - iv. Closure of the Account; or
 - v. Failure to maintain the required Minimum Account Balance.

BOCNET PERSONAL INTERNET BANKING AND MOBILE BANKING SERVICE (“FACILITY”)

The Depositor acknowledges that BOCNET personal internet banking and/or mobile banking service is a privilege that may be availed of as long as it is offered by the Bank; provided that, the Depositor continues to be qualified under the Terms and Condition of BOCNET and/or mobile banking service as well as of the Term and Conditions on Deposit.

The Bank reserves the right to determine the scope of the Facility, set or change the daily limit of transaction and amount, set or change the daily cut-off time, modify, restrict, withdraw, cancel, disconnect, deactivate, suspend, discontinue or terminate any or all services without prior notice to the Depositor.

The Bank shall not be liable to the Depositor for his inability to use the Facility for unauthorized actions or transactions using his password, EToken or for any other cause beyond the Bank's control such as but not limited to: (1) problems due to his wireless service provider or telecommunication network; (2) jailbreaking, rooting, or any other modification, alterations, conversions or changes made in the mobile services; or, (3) the installation or the presence of malicious software (including malware, viruses or bugs) on his mobile device or computer.

The Depositor acknowledges full responsibility for all transactions executed through the Facility, and in particular, in ensuring the accuracy and completeness of his instructions. The Depositor accepts full responsibility on providing complete details of beneficiary needed as required by Bangko Sentral ng Pilipinas (BSP) including the purpose of the fund for domestic and international remittances. This shall include providing supporting documents by the Depositor upon request of the Bank for compliance with Bangko Sentral ng Pilipinas (BSP) and/or Anti Money Laundering Council (AMLC). The Bank may opt to cancel or reject the BOCNET internet banking service or Mobile banking service due to non-submission of requested supporting documents or due to doubtful transactions.

In the event that the transaction is not acted upon due to insufficient funds in the Account, AMLC concerns, or that the transfer of fund to a third party account have been closed, the Bank shall not be held liable. The Depositor acknowledges that any payment instructions cannot be revoked once the Depositor has sent the instruction. The Bank shall not be liable for any loss or damage in connection with any unauthorized interception or use of data relating to the Depositor account including missent data.

The Depositor acknowledges that the Bank will never contact him to inquire login details. The Depositor is responsible for exercising reasonable care in safe keeping the username and password, and/or the eToken issued in accordance to the registration to the Banks' internet and mobile banking facility. The Depositor shall immediately notify the Bank if an error or irregularity is discovered. The Bank shall not be liable in case of transactions that arise from accidental or unauthorized disclosure of the user credentials to other persons.

INTELLECTUAL PROPERTY

The Bank retains all copyright and other intellectual property rights in all material, including logos, other graphics and multimedia works published on the Bank's website. The logos and trademarks shown on the website are the Bank's registered and unregistered trademarks, or that of third parties. Nothing on Bank of China's website should be construed as granting any license or right to use any trademark without the Bank's prior written consent or that of third parties, as the case may be.

CONFIRMATION OF DEPOSITOR

For Corporate clients: The authorized signatories of the corporation hereby confirm that the corporation is still in existence and that the License with the governing government agencies (SEC, DTI, etc.) are still in existence and not cancelled.

The Depositor(s) hereby affirm(s) that he/they has/have read and understood, and hereby accepts, the foregoing General Terms and Conditions.

I/We acknowledge that I/We have been properly informed and made fully aware by the Bank of my rights and obligations and the process and conditions regarding the product and services that I am availing including the current fees and charges being imposed and its amendments, which shall be binding upon me.

IN WITNESS WHEREOF, the Depositor(s) has/have affixed his/their signatures this _____ day of _____ in Taguig City, Philippines.

Signature over Printed Name

Signature over Printed Name

Signature over Printed Name

Signature over Printed Name

SINGED IN THE PRESENCE OF:

REMARK:

APPROVED BY: