

Deposit Account Terms and Conditions

Individual Sole and

# **Proprietor**

The following Terms and Conditions (T&C) shall govern my/our deposit account/s with LANDBANK. "LBP" and "Bank" shall refer to LANDBANK. "I," "We," "me," "us," "my," and "our" shall refer to any person who opens an account with LBP. "ATM Card" refers to the Automated Teller Machine (ATM) Card issued by LBP upon request and payment of applicable fees by the person opening an account with LBP.

These T&C shall govern the use of passbook, checkbook, ATM Card, LANDBANK Visa Debit Card (LVDC) and LBP's Digital Banking facilities and services, such as iAccess, Mobile Banking, etc., including any and all amendments thereto, and such other rules, regulations, terms and conditions as may be issued by the Bank from time to time.

By signing on the T&C on my/our use of the passbook, checkbook, ATM Card or LVDC and LBP's Digital Banking facilities and services, I/we hereby acknowledge and confirm that I/we have fully read, understood and agreed to be bound by these T&C with respect to my/our deposit account or accounts ("Account" or "Accounts").

## 1. Account Opening and Retention Documents

I am/We are free from any legal disabilities from opening an Account.

I/We represent and warrant that I am/we are the lawful owner/s of the Account and if another person is opening or transacting on my/our behalf, he/she is my/our authorized representative, subject to the submission of the documentary requirements of LBP, including compliance with the minimum customer/depositor information per Bangko Sentral ng Pilipinas (BSP) circulars and other relevant issuances, and after due verification of my/our identity, signature and other pertinent details.

I/We agree to hold LBP free from any and all damages and liabilities that may arise from any fraudulent transaction in the account or fraudulent account opened in my/our name.

The Account shall be governed by the present and future rules and regulations of LBP, the Philippine Clearing House Corporation (PCHC), the Anti-Money Laundering Council, the BSP, and the applicable laws of the Philippines, as may be amended from time to time.

I/We hold LBP free from any and all damages and liabilities in complying with the requirements of the law, including the reporting requirements to authorized agencies.





I/We warrant the authenticity and due execution of the documents I/we shall submit to LBP for purposes of account opening or account retention.

I/We agree and authorize LBP to scan and/or copy, in any manner, the account opening or account retention documents I/we shall submit to LBP. I/We further agree that such copies may be stored in LBP's database for the duration specified in LBP's retention policies.

I/We affirm and certify that the copies stored in LBP's database for the purpose of account opening or account retention are admissible to the same extent as their originals for all legal intents and purposes. I/We consent to their admissibility as evidence of their existence and due execution, and their contents, in any legal proceedings, including court proceedings, waive any objection that may arise regarding their admissibility.

I/We authorize LBP to securely shred the physical copies of the account opening and retention documents, once they have been updated or pursuant to LBP's policies

#### 2. Joint "AND" Account

By opening a joint "and" account, we warrant that we jointly own the account. Upon withdrawal, all of our signatures are required in the withdrawal slip.

Upon the death of one of us, the share of the deceased co-depositor may be withdrawn by his/her legal heir/representative jointly with the surviving depositor, subject to the requirements of the law and those of the Bank.

#### 3. Joint "OR" Account

By opening a joint "or" account, we warrant that we jointly own the Account and the Bank recognizes the existence of a survivorship agreement between us. Either one of us may encumber, pledge or even withdraw the entire deposit without the knowledge, consent and signature of the other.

Upon the death of one of us, the surviving co-depositor may withdraw the balance of the deposit subject to the requirements of the law and those of the Bank.

#### 4. Passbook

Where the Account is Passbook-based, I/we agree that nothing shall be written therein which are not authorized by LBP. LBP shall not be responsible for any sum recorded therein without LBP's authorization. In the event of any discrepancy between the entries in the Passbook and the LBP's records, the latter shall prevail.

The Passbook is not assignable or transferable. The Bank shall have the right to presume that the presenter of the Passbook is my/our duly authorized representative/s. I/We acknowledge that LBP possesses no obligation to indemnify me/us for unauthorized

payments made on the Account prior to LBP's receipt of notice of its loss.

Lost or destroyed passbooks may be replaced by LBP upon prior payment of applicable fees and compliance with its documentary requirements.

#### 5. Deposits

The Bank may credit to my/our Account any cash and check deposit upon presentation of duly accomplished deposit slip and only after its proper verification. Checks shall be accepted for deposit on collection basis and may be withdrawn only when cleared through the clearing house.

In receiving items for deposit, LBP's obligation shall only be that of a collecting agent and LBP shall assume no responsibility beyond the necessary diligence in selecting correspondents. Until such time when an actual payment shall have come to its possession, LBP reserves the right to charge back the Account for any amount previously credited. This reservation shall also apply to checks drawn on LBP which are not paid because of insufficiency of funds, forgery, unauthorized overdraft, stoppage or any other reasons.

Whenever improper or erroneous credit is made on the Account, LBP shall, without prior notice and regardless of the intervening time that has elapsed, be authorized to debit back any item previously credited.

## 6. Interbranch Deposit

Interbranch deposit is allowed subject to LBP's existing policy.

#### 7. Withdrawals

Withdrawals from the Account shall only be allowed by LBP upon presentation of a duly accomplished withdrawal slip and, where the Account is Passbook-based, the Passbook.

I/We agree that only checks/withdrawal slips containing signatures in ink or other means of writing with a character of permanence which can be verified by LBP shall be honored.

#### 8. Interbranch Withdrawal

Interbranch withdrawal is allowed subject to LBP's existing policy.

#### 9. Dormant Account

The Account shall be considered DORMANT when it becomes inactive (no deposits or withdrawals) for a period of two (2) years for Savings Account and one (1) year for Current Account.

The Bank shall impose a monthly service charge on dormant account if the balance falls below the required minimum balance, and shall collect the monthly dormancy fee on the 5th year from the date of last financial transaction.

The Account may further be reported to the Treasurer of the Philippines as an unclaimed balance under the Unclaimed Balances Law (Republic Act No. 3936, as amended) where it becomes inactive for ten (10) consecutive years. For the avoidance of doubt, accounts subject to rollover (such as time deposit or HYSA) may be considered inactive for purposes of the Unclaimed Balances Law even in cases where a previous authority to have it automatically rolled over was issued to LBP for as long as no deposits or withdrawals have been made at the instance of the Depositor (other than through the previous authority issued to LBP to effect automatic rollover).

## 10. Assignment of Account

The assignment of the Account or any amount therein shall be subject to the prior consent of LBP and to the execution of security agreement or control agreement, whichever is applicable. LBP reserves the right to impose conditions for its consent as may be reasonable under the circumstances.

#### 11. Lien on the Account

LBP shall have a lien and authority to debit from my/our Account for the satisfaction of any obligation owed by me/us due to LBP, its subsidiaries and affiliates (including but not limited to any applicable service charges, fees and penalties).

#### 12. Interest Rate

Subject to applicable withholding taxes, the Account shall earn interest at such rate which LBP may compute based on the daily balance (provided the account meets the required daily balance) multiplied by the daily interest factor. LBP may, from time to time, amend the applicable interest rate without prior notice.

The computation of interest and schedule of its crediting are in the Deposit Account Information and are accessible through LBP Branches and the LBP official website (https://landbank.com/). The Account shall not be entitled to interest where it is closed prior to an interest crediting date.

#### 13. Fees and Charges

I/We acknowledge that all LBP's services are subject to conditions, fees and

applicable charges within legal and regulatory limits. Standard fees and charges will apply to services and features and are accessible through LBP Branches and the LBP official website (https://landbank.com/), as applicable.

LBP may impose, from time to time, new service charges, and other related maintenance charges on its products, services and channels within legal and regulatory limits, which shall be published in LBP Branches and in LBP official website (https://landbank.com/). Further, LBP shall notify its customers in case there will be changes in its fees and charges.

I/We acknowledge that continuous utilization of LBP Accounts/services confirms my/our acceptance of the aforementioned fees and charges without reservation.

#### 14. Current Account

I/We accede to the electronic clearing of checks and hereby waive the presentation for payment of their originals to LBP.

Whenever the Account is mishandled, as when the same is overdrawn or whenever an amount is withdrawn in excess of the required minimum balance, I/we obligate to pay LBP the debit balance appearing, if any, in the Account and/or LBP's applicable service charges. I/We further authorize LBP to close the Account when mishandled and to report the fact of said closure and the reason therefor with the Banker's Association of the Philippines or any central monitoring entity or body.

## 15. Stop Payment Orders on Current Account

Stop payment orders may only be honored when filed under such form and manner as may be prescribed by LBP, and before LBP's certification, acceptance or payment of the check sought for stop payment.

I/We, also, agree that after the expiration of six (6) months from the date of stop payment of check, the request for stop payment shall be considered cancelled, and should there be any fee occasioned by the stop payment, the same shall be charged by LBP against my/our Account.

#### 16. Statement of Account

The SOA shall be considered correct should LBP not receive any written notice to the contrary within ten (10) calendar days after my/our receipt thereof, and any claim against LBP shall be considered waived.

## 17. Updating of Account

I/We shall promptly notify LBP in writing of any change in official mailing/e-mail address, contact number/s or source of funds whenever necessary, and shall

personally fill out a new Specimen Signature Card as may be required by LBP.

## 18. Anti-Money Laundering

I/We warrant that the funds deposited are not proceeds of any criminal or illegal activity. The Bank reserves the right to close my/our Account without prior notice or consent if there is reasonable ground to believe that the funds are proceeds of a criminal or other illegal activity.

I/We hold LBP, its officers and employees free and harmless from whatever liability that may arise should I/we and/or the Account be made subject to the applicable provisions of the Anti-Money Laundering Law, as amended, such as but not limited to transaction reporting, investigation, prosecution, asset preservation and/or forfeiture by applicable government authority, as the case may be.

I/We hereby agree to hold LBP free and harmless from any and all damages and liabilities arising from technical errors committed by LBP in the processing of transactions, except if the same is due to the gross negligence of LBP or any of its employees.

#### 19. Deposit Insurance

My/Our Account or Accounts shall be insured against such risks and to such extent as may be prescribed under the applicable PDIC laws, rules and regulations, and any and all amendments thereof that may be issued in the future.

#### 20. General/Special Power of Attorney

I/We agree to comply with the requirements of LBP in the acceptance of special and general powers of attorney or written authorizations issued in favor of other persons to act in my/our behalf.

## 21. Closing of Account

I/We acknowledge that LBP has the right to close the account at its sole discretion, at any time, if the Account is without any outstanding balance, or the depositor turns out to be a fictitious/false individual, the deposit is used for fraudulent purposes, or for any reason that LBP deems necessary to protect its interest. Notice of the closure of the account shall be sent to the customer.

#### 22. Customer Care Support

LBP can be reached through the following facilities/channels on your concerns and complaints regarding your accounts:

- 1) LBP Website via www.landbank.com;
- 2) 24/7 LBP Customer Service; and
- 3) LBP Branches.

For immediate concerns, you may call our 24/7 LBP Customer Care Hotline for NCR (02) 8405-7000 or PLDT toll free 1-800-10-405-7000 or email at customercare@landbank.com.

I/We acknowledge that LBP reserves the right to request for necessary information to be used for the investigation and resolution of reported requests and complaints. LBP shall provide me/us with the prescribed turn-around-time to resolve the complaint.

I/We acknowledge that LBP may, from time to time, change the official facilities and channels where I/we can file my/our requests and complaints.

LBP is also regulated by BSP, with contact number (02) 8708-7087 and email address consumeraffairs@bsp.gov.ph,

BSP Webchat: http://www.bsp/gov.ph/

SMS: 021582277 (for Globe subscribers only), and

BSP Facebook: https://www.facebook.com/BangkoSentraIngPilipinas.

#### 23. Miscellaneous

I/We attest that the information provided herein are true, correct and voluntarily given. LBP is authorized to give information on the Account to appropriate agencies in case of questionable implementation thereof, and represent and warrant that the opening of the Account and all transactions made thereon are not in violation thereof. I/We acknowledge that LBP is duly bound to comply with certain requirements under the law, such as records management, reportorial requirements, disclosure of certain information about the Account and transactions pertaining thereto, and in connection therewith, hereby hold LBP free and harmless from any and all liabilities, claims and/or damages that may arise therefrom.

I/We hereby authorize LBP, a banking institution duly organized and existing under and by virtue of the Provision of RA 3844, as amended, with principal office at the LBP Plaza, 1598

M.H. del Pilar St. cor. Dr. J. Quintos St. Malate, Metro Manila, Philippines to inquire and make verification with any bank, financial or lending institution, whether juridical or otherwise, as to the state and condition of any and all kinds of accounts I/we keep and maintain with any or all of them, and I/we hereby waive my/our rights to the secrecy thereof.

I/we agree that once my LANDBANK account is utilized to send and receive funds, through digital and other channels, my/our deposit account information and other related banking information may be provided to the appropriate regulatory, governmental, law enforcement, clearing houses, third-party service providers, banking institutions, or other agencies or authorities, for the implementation of the

Trace and Alert service to identify, trace, and deter confirmed or suspected frauds/scams, money mule transactions, and other related crimes.

#### ADDITIONAL T&C FOR LANDBANK ATM ACCOUNT

I/We agree that the LBP ATM Account is a "cardless" account, except LANDBANK PISO, and an ATM card shall only be issued upon my/our request and upon prior payment of applicable fees and compliance with its documentary requirements.

When the ATM Account is issued with card, I/We acknowledge that despite payment of applicable fees, the LBP ATM Card is and shall remain the property of the LBP, and is subject to revocation and/or repossession by LBP upon notice for violation of any of the T&C stated herein and for any other reason/s, which in the opinion of LBP, would prejudice my/our or LBP's interests arising from the continued use of the ATM Card. I/We agree to return the Card to LBP upon its request. I/We, further, agree that LBP may cause the ATM to retain the Card automatically at any time and without notice to me/us.

## 1. PersonalIdentificationNumber(PIN)Maintenance

My/Our PIN is/are strictly confidential and under no circumstances to be disclosed to any person. All ATM transactions shall be made personally by me/us. Representatives are not allowed to transact on my/our LBP ATM account.

In case I/we forget my/our PIN, I/we may request for a replacement from any LBP Branch. If, however, I/we believe that my/our PIN/ATM Card has been compromised, I/we should immediately report to any LBP Branch or Customer Care Help Desk No. (02) 8 -405-7000 (for Metro Manila and 1-800-10-4057000 (for Provincial Toll Free) for tagging of the account and request for replacement of my/our PIN/ATM Card subject to fees.

I/We agree to hold LBP and its officers and employees free and harmless from any and all liabilities, claims, and demands of whatever nature in connection with or arising from any unauthorized use of the ATM Card and/or disclosure of my/our PIN to any person.

## 2. Confirmed Lost/Stolen ATM Card

When the ATM Account is issued with card, I/We should immediately report the loss or theft of my/our ATM Card and request LBP the immediate blocking of the said ATM Card at any LBP Branch or its Customer Care Help desk No. (02) 8-405-7000 (for Metro Manila) and 1-800-10-4057000 (for Provincial Toll Free). LBP will not be responsible for any loss incurred by me/us before LBP's receipt of my/our notice of loss or theft of my/our ATM card with specific instruction to block/hold the Account.

My/Our request for ATM Card replacement may be allowed at any LBP Branch upon prior

payment of applicable fees and compliance with its documentary requirements.

## 3. Deposit via ATM

I/We agree that the receipt electronically generated at the time I/we made a deposit transaction shall be binding on LBP only when it has verified that the amount deposited is correct.

### 4. Cardholder's Responsibilities

When the ATM Account is issued with card, in order to help ensure security in ATM Card transactions and personal information, I/We agree to strictly comply with the following security measures, as may be amended or supplemented by LBP from time to time:

- Sign on the signature panel at the back of the Card.
- Nominate a Personal Identification Number (PIN) as soon as Card is received.
- Keep Card Number, PIN and Card Security Code confidential
- Regularly change PIN especially when using the Card at other bank's ATM, local or abroad.
- Transact only in well-lighted or safe areas with ATM.
- Do not entertain strangers offering assistance while using an ATM.
- Keep eyes on the Card when paying for purchases.

#### 5. Unauthorized ATM Withdrawals

Loss incurred by me/us from the use of my/our ATM Card found to have been compromised at any ATM, shall be restituted after investigation has been made by LBP which shows that a restitution should be made by LBP.

In no case, however, shall the loss arising from unauthorized withdrawals be restituted when, for any reason whatsoever, I/we have voluntarily or thru negligence disclosed my/our PIN and/or gave my/our ATM Card to or is in the possession of another person.

## ADDITIONAL T&C FOR LANDBANK PISO (PERANG INIMPOK SAVINGS OPTION) ACCOUNT

## 1. Foreign Remittances and Transactions

I acknowledge that my PISO Account shall not be used for foreign remittances and transactions

## 2. Closing of Account

I acknowledge that LBP has the right to close my PISO Account at its sole discretion, without need of prior notice, at any time, if the deposit account balance is P1.00 and below and without financial transaction for up to one hundred eighty (180) days. Notice

of the closure of the account shall be sent to the customer.

#### 3. ATM Card

I acknowledge that the ATM card issued for the PISO Account is non-transferable.

## 4. Maximum Outstanding Balance

I acknowledge that if my PISO Account deposit exceeds the maximum outstanding balance, the same shall be automatically put on-hold and tagged as "Hold All Fund".

In such case, I agree to visit the servicing Branch for the conversion of my PISO Account to a regular deposit account, subject to the submission of the required information and/or other documents.

In the event of any inconsistency between the Additional Terms and Conditions LANDBANK PISO Account and existing Terms and Conditions for LANDBANK Deposit Account, the former shall prevail.

## ADDITIONAL T&C FOR E.A.S.Y. SAVINGS PLUS (ESP)

- 1. I/We agree to maintain a monthly ADB equal to the prevailing amount set by LBP. Otherwise, applicable service fee shall be automatically debited from my/our Account at the end of the month.
- 2. The Bank shall accrue interest earnings daily based on my/our daily balance and the applicable tiered interest rate to be credited to my/our Account at the end of the month. I/we agree that if my/our end-of-day balance falls below the minimum tiered ADB, interest earnings shall be computed based on the interest rate for regular Savings Account. However, if my/our end-of-day balance falls below the required minimum balance for regular Savings Account, my/our Account shall not earn any interest at all.
- 3. I/We may deposit any additional amount to my/ our Account after account opening. However, I am/we are allowed only two (2) withdrawals of any amount on my/our ESP Account during a calendar month. Service fee shall apply to succeeding withdrawals which shall be charged to my/our Account.
- 4. My/Our Account shall be subject to applicable service fee if it is closed within thirty (30) days from opening date.

- 1. I/We agree that this deposit shall earn interest based on the rate specified in my/our Time Deposit Certificate.
- 2. I/We must present the properly endorsed certificate upon applying for withdrawal of my/our deposit and surrender the same upon repayment of the amount.
- 3. In case of pre-termination, I/we shall give a written notice to LBP seven (7) days prior to my/our withdrawal.
- 4. Unless presented on the date of maturity for withdrawal, LBP shall dispose of my/our deposit in accordance with the Time Deposit Renewal Instructions I/we signed upon placement.
- 5. Other T&C applicable to Time Deposit Account are incorporated in the certificate.

#### ADDITIONAL T&C FOR LANDBANK DIGITAL BANKING FACILITIES & SERVICES

By maintaining my/our Account or Accounts with LBP, I am/we are eligible to enroll my/our Account or Accounts with LANDBANK digital banking facilities and services, such as iAccess, Mobile Banking, etc., subject to the laws, rules, regulations and official issuances applicable to the digital banking Facilities, and any or all amendments thereof that may be issued in the future.

I/We understand that upon enrollment in the digital banking facility (iAccess and MBA), I/we have the capability to immediately lock my/our ATM Card/account through Mobilock in order to prevent or stop unauthorized transactions on my/our ATM and Point of Sale (POS), excluding transactions made through LANDBANK iAccess and Mobile Banking Application, if based on my/our knowledge or belief that the same becomes compromised or subject of cyber-threat.

I/we understand that I am/we are capable to unlock my/our ATM Card account after I/we have proven that the same is no longer compromised or subject of cyber-threat.

I/We agree that I am/we are responsible in protecting my/our account/card information and should not disclose to anyone the iAccess username, password, One-Time-Password (OTP), CVV, cash code, mobile number, email address, and other information pertaining to my account/card, to mitigate the risk that my/our account/card will be compromised or subject of a cyber-threat or unauthorized transaction, which may result to unauthorized purchase of goods/ services, fund transfer from my/our account, cardless withdrawal, and bills payment through the digital banking channels/internet.

Hence, I/We acknowledge that I am/we are solely responsible for any transaction (such as bills payment, withdrawals, purchase of goods, fund transfer) arising from cyber-threat incidents and hold the Bank, its officers and employees free from any and all liabilities and losses that may be incurred due to the disclosure and sharing of personal/confidential information to a third party, whether authorized or not.

I/We understand that LBP may send or communicate with me/us via text messages (SMS), through my/our SMS-enabled mobile phone, email messages and/or other electronic alerts, reminders, and/or notices from time-to-time concerning matters relating to my/ our Account by the use of any mobile number and/or email address which I/we provided to LBP.

I/We hereby acknowledge and accept that each SMS or email may be sent to me/us may include my/our name and information pertaining to my/ our Account.

Likewise, I/we fully understand that in communicating to me/us through SMS/email, LBP will in no case ask from me/us any information about my/our account.

Hence, I/ we acknowledge that it is my/our responsibility to ensure the security of my/our mobile phone, as well as my/our personal email address, and to inform LBP of any changes to my/our mobile number and email address in a timely manner.

I/We acknowledge that the use of LBP digital banking facilities and services are subject to all LBP conditions, fees and applicable charges within legal and regulatory limits at the time of the transaction. Standard fees and charges will apply to services and features that are accessible through the LBP website as applicable (https://landbank.com/). LBP may impose, from time to time, new service charges, and other related maintenance charges on digital banking products, services and channels within legal and regulatory limits.

Existing LBP polices at the time of amendment of the rate of charges, period covered and manner of payment shall be observed and shall be published in LBP official website (https://landbank.com).

LANDBANK shall notify its customers in case there will be changes in its fees and charges in the use of electronic banking products, services and channels. Availment and continuous utilization of these digital banking products, services and channels confirms your acceptance of the aforementioned charges without reservation.

# ADDITIONAL T&C FOR LANDBANK Visa DEBIT CARD (LVDC)

#### 1. ATM Transactions

I/We understand that the LVDC may be used to avail any of the applicable ATM services of BancNet and Visa member banks. I/We also understand that LBP does not have any control over the ATMs or the communication networks of said member banks. Hence, LBP shall not be held liable for any loss or damage which I/we may incur as a result of my/our inability to use the LVDC due to system breakdown or failure of the ATMs or the network's communication facilities, or unauthorized or fraudulent access or utilization of the Card.

## 2. Card Present Transactions (Point-of-Sale and Pre-authorization)

I/We understand that the card maybe transacted through any of the POS terminal of the accredited merchants of the BancNet (local) and Visa (local and international) to pay for goods or services at retailers or suppliers who accept it. I/We hereby authorize LBP to debit from the account the amount of every successful transaction. Hence, LBP shall not be held liable for any unauthorized or fraudulent utilization of the Card, or for any defective products or service purchased through the use of the Card or for any dispute between me/us and the establishment.

# 3. Card-Not-Present Transactions (Online Payment, Mail Order/Telephone Order and Recurring Payment)

I/We understand that the LVDC may be used for debit transactions through any of the web-based/remote applications which may be offered by BancNet or Visa or any of their participating merchants. I/We further understand that LBP authorizes debit from the account after verifying the withdrawable balance, card number, expiry date, ATM PIN and the Card Verification Value (CVV). Hence, LBP shall not be held liable for any unauthorized or fraudulent utilization of the Card or for any defective products or service purchased through the use of the Card or for any dispute between me/us (as cardholder) and the merchant.

# 4. Access to ATM/POS located outside the Philippines, and Web-based application owned by Foreign merchants

I/We understand that LVDC is a peso current/ savings account maintained with the LBP. It bears the Visa logo which can be used to avail of or to make ATM purchases/transactions through any of the Visa member banks and accredited merchants located at the countries outside the Philippines. Any withdrawal/ purchase transacted by me/us outside the Philippines through the use of any of the network channels shall constitute disbursement from said account in the Philippines and a remittance to the acquiring banks/merchants where the withdrawal/purchase transaction was effected, and shall, therefore, be subject to the applicable laws, governing rules and regulation of both the Philippines and the country where the withdrawal/purchase transaction was made.

Cash withdrawals/purchase transactions outside the Philippines using the Card shall be in their original currencies, which shall be subject to a maximum amount imposed by the LBP and the institution which owns the ATM/POS/web-based application. Each successful transaction shall be subject to transaction fees as determined by the LBP and Visa. The transaction amount and the applicable transaction fee shall be subject to foreign exchange rate prevailing at the time of the transaction.

#### 5. Visa member Banks and Accredited Merchants

LBP has an agreement with Visa for its card issuing scheme whereby the LVDC bearing the Visa label shall be honored by all Visa member banks and accredited merchants

worldwide at all times. However, LBP shall not be liable, if for any reason, such Visa member banks or accredited merchants do not honor the card or its transaction.

### 6. Fees and Charges

LBP may, upon posting prior notice, impose reasonable fees, charges and penalties for the used/mishandled account. I/We hereby authorize LBP to debit from my/our Account the amount of such fees, charges and penalties without need for further notice or demand. In case of insufficient funds in the said account to cover the applicable fees, charges and penalties, LBP has the right to suspend, terminate or close the LVDC account without LBP incurring any liability as a result thereof.

Any and all taxes arising from payment of fees, charges and penalties shall be borne by me/us.

I/We understand and agree that any successful transactions switched through the BancNet or Visa networks shall be subject to transactions fees as agreed by LBP and the networks concerned.

#### 7. Card Renewal

The card shall be valid up to the "valid thru date" indicated in the card. The card shall be automatically renewed by the LBP and shall be claimed by me/us at the servicing branch of account a month prior to expiration.

#### 8. Cardholder Complaints

Any complaint regarding the Card, Account, and/or the transactions using the card shall be communicated through the LBP's Customer Care Hotline or its servicing branch. In case of dispute, I/we shall attach the duly accomplished Customer Complaint Form (CCF) if transaction is routed to BancNet Switch and Transaction Dispute Form (TDF) if transaction is routed to VisaNet.

#### 9. Amendments/Revision

I/We agree that LBP shall have the right to add, revise, or amend, in whole or in part, these T&C, and the features/functionalities of the LVDC. Such amendments and revision shall be in effect and shall be binding on me/us from such time that the same are announced, published and posted in conspicuous places within the premises of the LBP.

All existing T&C of the deposit accounts not inconsistent with the provisions stipulated under the foregoing additional T&C shall remain in force and effect.

#### ADDITIONAL T&C FOR USD ACCOUNT

I/We understand that in case of counterfeit bills found during bank verification in

my/our USD deposit, I hereby authorize the bank to debit my account for the corresponding amount of counterfeit bills.

[Revised July 2025]