



TERMS AND CONDITIONS

General Provisions on Deposits

I/We, the undersigned depositor/s, hereinafter referred to, singly as the "**Depositor**" and collectively as the "**Depositors**" hereby agree to be bound by the following terms and conditions governing deposit accounts with Cantilan Bank, Inc., hereinafter referred to as the "**Bank**".

1. **Deposit accounts may be opened** subject to the presentation of references acceptable to CBI and after verification of DEPOSITOR's identity and signature, and the DEPOSITOR is free from any legal disabilities when opening an account.
2. The **DEPOSITOR represents and warrants all documents**, including identification papers/cards, presented or to be presented, and all information provided or to be provided by the DEPOSITOR, to CBI in connection with the DEPOSITOR's application for the opening of, or for any transaction under, are all **genuine, true, complete and valid** and that the said documents are not cancelled or revoked and the information correct and **subsisting as of the date** they are provided to CBI. The DEPOSITOR hereby holds CBI free from all harm, liabilities and damages that may arise from any fraudulent accounts that may be opened through any misrepresentation whatsoever.
3. The amount of any deposited note found to be **spurious or counterfeit** by CBI or its depository bank or any government authority shall be immediately debited to or deducted from any account of the DEPOSITOR without need of prior notice, whether or not the counterfeit note is returned to CBI by its depository bank or government authority. In case the counterfeit note is not returned to CBI by its depository bank, DEPOSITOR shall not require CBI to return the same and shall not hold CBI liable for not returning the counterfeit note. DEPOSITOR hereby acknowledges that CBI's verification of any note and its acceptance thereof for deposit or for any other transaction with it is not considered by DEPOSITOR as CBI's attestation to or confirmation of the authenticity of any such note.
4. **Checks or any other items deposited** not payable by CBI are accepted for transmission only to the payor institution. The CBI shall be deemed to act merely as the DEPOSITOR's collecting agent and will not be responsible for any losses or delays occurring in the course of transmission when caused by act, neglect, default, failure, or insolvency of any correspondent or transmitting entity or of the payor institution.
5. Any checks that are dated beyond the date of its deposit or presentation to CBI ("**Post-dated Check**") shall not be accepted, whether for clearing or other purposes.
6. Any checks deposited or presented to CBI by a party other than its issuer or its payee ("**second-endorsed Check**") may be accepted by CBI in exceptional cases but the DEPOSITOR assumes full responsibility for the correctness, genuineness and validity of endorsements appearing on the check. The DEPOSITOR warrants that he has the right and authority to endorse any Second-endorsed Check deposited in his account, whether or not the check bears his endorsement. The DEPOSITOR shall indemnify and hold CBI free and harmless from any and all claims, suits, actions, charges, losses, damages or other liabilities and obligations arising from or in connection with said acceptance.
7. Any checks presented beyond six (6) months from its date ("**Stale Check**") shall not be accepted by CBI.
8. Any **checks returned** due to insufficiency of funds or technical defects, the CBI is under no obligation to notify the DEPOSITOR neither has CBI any obligation to inform the DEPOSITOR about the return or dishonor by the payor institution. However, the CBI may, at its sole discretion, inform the DEPOSITOR about the return or dishonor through phone or electronic mail or some other means. Further, CBI shall not be held liable for not informing the DEPOSITOR of any check returned by or returned to CBI for whatever reason.
9. Withdrawals from a Savings Account shall be made by submitting a duly accomplished withdrawal slip and presentation of the passbook.
10. **Statement of Accounts (SOAs)** shall be issued to current account transactions. No SOAs shall be issued on passbook-based savings account. For ATM accounts, SOAs shall be issued only upon the request of the DEPOSITOR.
11. The DEPOSITOR agrees to give extra care to the **passbooks/ certificates/cards** issued by CBI for the Accounts. Should any passbook/certificate/card be lost, stolen or destroyed, the DEPOSITOR agrees to inform CBI promptly. A new passbook/certificate/card is issued provided the requirements of CBI are complied with. Any claim of erroneous entry on the passbook must be made by the DEPOSITOR before leaving the CBI premises or on the occasion when the entry was made. All erroneous entries posted on the passbook should immediately be reported; otherwise CBI shall be relieved from any responsibility in connection therewith.
12. All amount deposited under a **joint account** by either or both or all of the joint depositors for credit to their joint account shall be received and held by CBI on the understanding and upon condition that said amount so deposited without reference to previous ownership, and all interests and credit thereon, shall be owned by the joint depositors equally or jointly. This joint ownership shall be binding on the joint depositors, their heirs and assigns. Withdrawals in the case of joint "**and**" accounts, will need the signatures of all joint depositors. While in the case of joint "**and/or**" accounts, any or all of the joint depositors' signatures. Any payments made from these accounts under any of the foregoing circumstances shall be valid and shall completely release and discharge CBI from any liability.
13. The DEPOSITOR must ensure that **correct account number** is indicated on all transactions over the account. The CBI will not be liable for errors in bookkeeping by an incorrect/missing account number, notwithstanding the presence of the depositor's correct name on the transaction.
14. An account is **dormant** after two (2) years without any deposit or withdrawal transaction for savings account and one (1) year for current account. A service charge as prescribed by law is automatically debited from the account monthly until such time the account is reactivated or closed.
15. The CBI requires the DEPOSITOR to maintain a balance not lower than the minimum balance prescribed by the CBI from time to time. Accounts falling below the required **minimum maintaining balance (MMB)** for dormant accounts and for at least two (2) consecutive months for active accounts shall be subject to prevailing service charges. The CBI reserves the right to impose new service and maintenance charges and change existing maintaining balances within the limits allowed by law or pertinent regulations without prior notice to depositors as long as it shall be posted inside the bank premises. Moreover, accounts inactive for ten (10) consecutive years shall be escheated in favor of the Treasurer of the Philippines.
16. **Interest** on Savings Accounts will earn interest at a rate determined by CBI, computed on the basis of its cleared average daily balance and compounded quarterly, provided the required **MMB** is met. No interest shall be paid on accounts closed prior to interest posting. All returned checks should be excluded from interest computation from date of deposit to date of return. Interest on time deposits and the terms of payment thereof shall be as indicated in the respective Certificates covering the time deposit. All interest due thereon except from premium time deposits are subject to 20% withholding taxes.
17. CBI or its duly authorized personnel is hereby authorized to disclose to any of the offices, branches and representatives of CBI and third parties selected by any of them, wherever situated, for use in connection with the provision of any service or product relating to DEPOSITOR's accounts, properties or investments (including data processing and storage, anti-money laundering monitoring, review and reporting, statistical and risk analysis purposes). The DEPOSITOR hereby holds CBI free and harmless from any claim, suit, and charge that may be filed against it and/or any of its directors, officers or personnel, or from any damages or consequence, direct or indirect, arising out of its disclosure of information as authorized above.

18. CBI is hereby authorized to apply, at its option, to the payment of any or all obligations of the depositor under or arising from the account/s or the items placed in deposit therein, or any other transactions with the CBI now existing or hereafter contracted by the depositor including loans, interest, penalties, charges, and other receivables from him, whether or not covered by promissory notes or other credit agreements, all moneys under the account/s and things of value which may be in its hand on deposit or otherwise, belonging to the DEPOSITOR, CBI is hereby authorized to undertake, likewise at its option, for and in the name of the owner/s thereof. CBI shall not thereafter be liable for withholding or applying to the payment of said obligations any or all amount under the account/s or for the dishonor of checks or other instruments for insufficiency of funds or other consequences of the foregoing. CBI is hereby authorized to debit the account/s any time such amount/s as shall be established by CBI as improper or excessive or erroneous credit/s thereto.
19. In the event there is no outstanding or no sufficient balance under any or all accounts of DEPOSITOR to answer for the full amount of any excess or erroneous credit, or any questioned Second-endorsed check, or of a counterfeit note, or any other obligation of the DEPOSITOR arising from any transaction under his account/s, the DEPOSITOR shall immediately pay CBI said full amount or the deficiency, as the case may be, upon CBI's demand, without prejudice to CBI's right to seek other legal remedies.
20. CBI should be promptly notified in writing of any change in address of the DEPOSITOR, otherwise, correspondence sent to the last address given shall be deemed to have been received by the DEPOSITOR.
21. When DEPOSITOR wishes to close any of his deposit accounts, He must come personally at the CBI office where the account was opened. Authorized representative are not allowed. The passbook, the ATM card/or all unused checks in his position be returned to the CBI.
22. In all cases not specifically provided for in the foregoing or otherwise by written agreement between CBI and the DEPOSITOR, the usual customs and procedure common in banks in the Philippines shall exclusively govern all transactions between CBI and the DEPOSITOR, with regard to the account/s. Accounts are also subject to such regulations as may be imposed by the Bangko Sentral ng Pilipinas, BAP and other regulatory agencies relative to the establishments and operation of the account/s.
23. For the protection of the DEPOSITOR and the CBI, it is hereby agreed that the bank will not entertain any inquiries and instructions over the telephone or mobile phone regarding the account except for Text-A-Deposit and Text-A-Withdrawal provided the requirements of CBI are complied with.
24. The terms and conditions herein may be amended by CBI at any by posting notice of such amendment for ten (10) days in any conspicuous place at the CBI branches where the account is maintained.
25. Deposits are insured by the Philippine Deposit Insurance Corporation (PDIC) up to a maximum amount of **Five Hundred Thousand Pesos (P500,000.00)** per depositor. PDIC shall presume that the name/s appearing on the deposit instrument is/are the actual/beneficial owner/s of the deposit, except as provided herein. In case of transfers or break-up of deposits, PDIC shall recognize actual/beneficial ownership of transferees who are qualified relatives of the transferor. Qualified relatives are transferees within the third degree of consanguinity or affinity of the transferor.

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

- I. Details or information establishing the right and capacity or the relationship of the entity with the individual/s, or
- II. Details or information establishing the validity or effectivity of the DEPOSITOR transfer, or
- III. Copy of Board Resolution, order of competent government body/agency, contract or similar document as required/provided by applicable laws.

In the absence of any of the foregoing, PDIC shall deem the outstanding deposit as maintained for the benefit of the transferor although in the name of the transferee subject to consolidation with the other deposits of the transferor.

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

I/WE, the undersigned depositor/s, are bound by the provisions of RA No. 9160 (Anti-Money Laundering Act of 2001), as amended by RA 9194, and the policies, rules and regulations issued by the BSP and Cantilan Bank, Inc., in the 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 Cantilan Bank, Inc. Is duly bound to comply with certain requirement under the law, such as records management, reportorial requirements, disclosure of certain information about the account and the transactions pertinent thereto, and in connection therewith, hereby hold Cantilan Bank, Inc. Free and harmless from any and all liabilities, claims and/or damages that may arise therefrom.

I/WE hereby agree that all the terms and conditions herein shall also apply to all my/our account which shall be opened thereafter with this branch.

IN WITNESS WHEREOF, the Depositor/s has/has affixed his/their signatures on _____ at _____.

Signature over Printed Name

SIGNED IN THE PRESENCE OF:

Signature over Printed Name

Signature over Printed Name

OPENING OF ACCOUNT APPROVED BY:

Branch Operations Officer

Branch Head

Date

Date