



CORPORATE INTERNET BANKING FACILITY TERMS AND CONDITIONS

The AllBank Corporate Internet Banking Facility allows AllBank clients to access their corporate accounts, and conveniently perform online banking transactions such as but not limited to: balance inquiry, fund transfer, bills payment, and transaction history. By availing this facility, the Account Holder unconditionally agrees to be bound by the following terms and conditions:

1. **Definition of Terms.** Unless the context otherwise requires, the following terms shall have the corresponding meaning as defined below:
 - a. "**Account/s**" refers to the Corporate Account held with AllBank in the depositor's name.
 - b. "**Account Holder**" refers to the juridical person who owns the account, whose corporate name is in the bank's customer records.
 - c. "**Agreement**" refers to the Terms and Conditions herein established for the use of AllBank Corporate Internet Banking Facility.
 - d. "**AllBank**", "**We**" and/or "**Bank**" refer to AllBank (A Thrift Bank), Inc.
 - e. "**AllBank Corporate Internet Banking Facility**", "**Facility**" shall refer to AllBank's corporate internet banking service electronically provided by the Bank.
 - f. "**Force Majeure**" - pertains to extraordinary disasters, fortuitous events, and/or acts of God, including natural calamities, pandemics, epidemics, riots, war, rebellion, civil disturbances, imposition of strict and other similar events which are beyond the reasonable contemplation and control of a party, and the consequences of which could not have been reasonably foreseen.
 - g. "**Login Credentials**" shall refer to the Account Holder's Username and Password
 - h. "**Password**" refers to a unique string of characters chosen by the Account Holder and set in the Bank's system, which must be keyed in for verification of your Username and grant of access to the AllBank Corporate Internet Banking Facility.
 - i. "**Username**" refers to a string of unique characters assigned by the Bank which, together with the Password, serves to authenticate the use and access of AllBank Corporate Internet Banking Facility.

2. **Access to, and Use of, AllBank Corporate Internet Banking Facility**
 - a. Through the Facility that shall be provided herein, the Account Holder shall be able to access its Account/s through AllBank website using the assigned Username and nominated Password. The Account Holder hereby acknowledges that its enrollment in AllBank Corporate Internet Banking Facility shall only be effective upon receipt of the Bank's official confirmation of the activation of its login credential.
 - b. The Account Holder agrees to follow all the instructions and guidelines on how to use the facility in accordance with the terms and conditions herein, including any amendments, supplements or modifications that may be implemented by the Bank from time to time, as communicated through official announcements, publications or notifications.
 - c. The Account Holder warrants that the AllBank Corporate Internet Banking Facility shall be solely utilized for legitimate and lawful business transactions. Accordingly, the Account Holder acknowledges the right of the Bank to temporarily suspend or block the usage of any of the facilities and related services granted herein upon prior notice to the CLIENT on the ground of reasonable suspicion of fraud, irregularity, or anomaly involved in the use of its facility and services.
 - d. The Account Holder undertakes to check the correctness and completeness of the details of any transaction initiated through the Facility. Accordingly, the Account Holder agrees that completed transactions shall not be subject to reversal by the Bank. Should there be any discrepancy or error in the completed transaction, the Account Holder agrees to directly coordinate and settle such discrepancy or error with the beneficiary/recipient.
 - e. While the Bank commits to provide a secure and reliable system, the Account Holder agrees and understands that the Facility may not be available due to Force Majeure or delay, suspension, interruption, disruption or any other circumstances beyond the control of the Bank whether caused by administrative error, technical, mechanical or electrical or system unavailability/maintenance or any other error exclusively attributable to the BANK's system providers or telecommunication service providers; provided that in all these cases, immediate notice shall be provided to the CLIENT of any delay, suspension or interruption of transactions; provided further that the BANK shall exert all efforts necessary to restore the system to normal working condition and process the transactions; and provided, finally, that the BANK, its officers, directors, employees or agents shall not have any participation (whether directly or indirectly) in causing the delay, suspension, interruption, and/or disruption

3. Username and Password

- a. The Bank shall not require the Password to be divulged through phone call, text or e-mail to any person. The Account Holder agrees that it shall be its sole responsibility to keep its Login Credentials confidential. In this connection, the Account Holder undertakes to change its Password from time to time as deemed necessary to safeguard and ensure safety and security of the Account.
- b. The Account Holder acknowledges the right of the Bank to automatically disable access to the Facility in case of failure to login into the system for more than 180 days. In such case, the Account Holder can only recover access by either visiting its Branch of Account, or calling the Bank's customer care hotline at Tel No. (+632) 8255-2265.
- c. Should there be any reason to believe that the nominated Password has been compromised, the Account Holder shall immediately change the Password and/or immediately inform the Bank of such circumstance.
- d. For Joint "**or**" accounts, the Account Holder acknowledges that all transactions made using the Facility was done with the consent and knowledge of all the account holders. Meanwhile, Joint "**and**" accounts, because of their nature, shall not be allowed access to the AllBank Corporate Internet Banking Facility.
- e. The Account Holder shall hold the Bank free and harmless, and shall indemnify the Bank from any claims, damages or liabilities arising from or in connection with any fraudulent or unauthorized access to the Account Holder's Account, including those arising from any unauthorized disclosure of Login Credentials to any person or entity.

4. Fees and Charges

The Account Holder acknowledges the right of the Bank to set, impose and collect applicable service fees/charges for the transactions initiated through the AllBank Corporate Internet Banking Facility, which fees/charges shall be automatically debited from the Account Holder's deposit account.

Furthermore, the Account Holder further acknowledges the right of the Bank to modify the applicable service fees/charges, subject to legal and regulatory limits, and hereby agree to be bound of such modification/s upon communication through official announcements, publications, or notifications.

5. Customer Service and Complaints

The Account Holder may file and course its complaints, requests, inquiries through any of the following channels:

- a. Email : allconnect@allbank.ph
- b. Customer care : 02-8255-2265 loc126 from Mon-Fri 8:30am-6:30pm
- c. Contact or visit Branch of account

6. Suspension or Termination.

The Bank shall have the right to suspend or terminate the Facility with or without prior notice, in any of the following events:

- i. The Account Holder has committed a breach of any of the Terms and Conditions herein, or breach of any of its representations, warranties and undertakings or any documents related to this instrument and the Account Holder fails to remedy such breach within a period of fifteen (15) banking days from receipt of notice of breach;
- ii. The Account Holder committed any acts of dishonesty or fraud against the Bank;
- iii. Change in ownership, or in case of merger or consolidation and the Account Holder is the absorbed entity;
- iv. Closure or cessation of business by the Account Holder;
- v. The Account Holder has initiated or is the subject of any judicial or administrative suit or action for receivership, corporate rehabilitation, insolvency, bankruptcy, liquidation, winding-up, dissolution or similar suits or actions;
- vi. The Account Holder is the subject of any civil, criminal or administrative case related to misappropriation, mishandling, and loss of money or property, or theft, robbery or any matters which in the reasonable opinion of the Bank will adversely affect the engagement or cause damage to the reputation and goodwill of the Bank.



GENERAL TERMS AND CONDITIONS

7. **Indemnification and Limitation of Liability.** The Account Holder agrees to hold the Bank, its directors, officers, employees and agents, free and harmless as well as indemnify them, from any and all liabilities, claims, damages or causes of action of whatever nature, arising out of or in connection with the implementation of this Agreement, and utilization of the Facility. To the full extent allowed by applicable laws, the Bank shall not be liable for any special, consequential, indirect, exemplary, incidental or punitive damages, including but not limited to lost profits or actual or anticipated revenue, lost opportunities and business interruption, howsoever caused, whether under a theory of contract, warranty, tort (including negligence), product liability, or otherwise, arising out of or in connection with this Agreement or its termination, and irrespective of whether the Bank has been advised of the possibility of any such loss or damage.

8. **Notices.** Notice or communication by the Bank shall be either in electronic form or in writing and shall be deemed to have been duly given if delivered via electronic mail, personally, by prepaid registered post to the appropriate address provided by the Account Holder.

The Account Holder undertakes to remain vigilant against cyberattacks that may appear to make unauthorized use of the Bank's logo and/or tradename. In any event that the Account Holder receives any communication purporting to be from the Bank but originates from an unofficial number, e-mail address, and/or website, the Account Holder undertakes to protect itself from any such phishing attempt to obtain Login Credentials as well as personal and Account information, authentication information, and other relevant details, by any such entity disguising as the Bank in such unofficial communication.

9. **Amendments.** The Bank reserves the right to amend the terms and conditions of this Agreement, or introduce new terms and conditions that will become immediately effective upon communication through official announcements, publications and/or notifications.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Philippines. If any provision of this Agreement is or proves to be or becomes illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby.

11. **Venue.** All actions arising from or in connection with this Agreement shall be filed in the appropriate Courts of the City of Mandaluyong, to the exclusion of all other courts and venues.

12. **Declaration.** The Account Holder hereby declare that all the information and supporting documents provided for the enrollment in AllBank's Corporate Internet Banking Facility are true, correct, accurate and updated.

By signing this Agreement, the Account Holder unconditionally agrees to be bound by the Terms and Conditions stated herein and where applicable, to such terms and conditions specific to other products and services availed from the Bank insofar as the same are not inconsistent herewith.

With my conformity:

ABC Corporation

By:

(designation)