

## LANDBANK iAccess TERMS AND CONDITIONS

### I FEATURES OF iAccess SERVICES

1. Accessibility
  - a. I/We acknowledge that iAccess is a facility granted by Land Bank of the Philippines (LANDBANK/Bank) which I/we may avail for as long as it is offered and provided that I/we continue to be qualified under its terms and conditions.
  - b. Only my/our enrolled deposit accounts can be accessed via iAccess with the use of an internet enabled computer (Microsoft Internet Explorer at least 5.5 version or higher) or mobile devices, and its corresponding iAccess ID and Password.
  - c. I/We understand that for my/our safety, LANDBANK shall LOCK my/our iAccess ID should the wrong Password be used three (3) times.
  - d. While iAccess is available twenty-four (24) hours a day, seven (7) days a week, I/we understand that some or all of the services may not be available at certain times due to designated service periods, maintenance, computer, telecommunication, electrical or network failure and/or any other reasons beyond the control of the Bank.
  - e. I/We also understand that any online transaction initiated through iAccess before system downtime on a banking day shall be posted to my/our account on the same day. All transactions after system downtime on a banking day or completed on a Saturday, Sunday or legal/special holidays, shall be posted on the next banking day. Banking days are from Monday to Friday, except for legal/special holidays.
2. iAccess Online Security Policy
  - a. At LANDBANK, I/we are always assured that all my/our internet banking transactions are safe and secure. The LANDBANK Retail Internet Banking System, iAccess, takes great measures to ensure that its security practices conform to the best banking standards and adequately respond to all my/our needs.
  - b. To ensure that the privacy of my/our account information and banking transactions are maintained, LANDBANK has set forth the following:
    - Security Systems

LANDBANK deployed intrusion detection systems, firewalls, encryption systems such as 128-bit Secure Sockets Layer (SSL) and other internal controls which are meant to safeguard, physically and logically, all our servers and information systems, including the data stored in these systems. Furthermore, it has an in-house Network Operations Department that secures the maintenance of the whole facility.
    - Website Authentication

The LANDBANK iAccess facility used the Verisign's Security Certificate to verify the authenticity of the iAccess site. At times, it may be necessary for me/us to verify the authenticity of the iAccess site in order not to fall victim to email scams. For example, directing clients to seemingly legitimate sites and mislead them into providing vital account information to entities not authorized by the Bank. The Verisign Logo attached on all the iAccess pages, when clicked, securely authenticates the iAccess site. The best, safest and recommended way to access the iAccess website is by typing www.lbpaccess.com at the browser address bar.
    - Third-Party Agreements

Certain transactions involving third parties – Third-party Fund Transfer and Bills Payment, all require enrollment of accounts using the duly accomplished Enrollment and Maintenance Agreement form submitted for verification. With this policy, I/we are assured that LANDBANK shall honor requests for transfers/payments only to and from those that I/we have signed for.
    - Email

All financial transactions made through the LANDBANK iAccess shall generate a corresponding email which shall be sent to my/our personal email address. We are encouraged to continually check and verify emails (including the one incorporated in the iAccess system) to ensure that all iAccess transactions are in order.
    - Password Protection

All those visiting the iAccess website pass through the Log-in authentication process. I/We are advised to use a password that is easy to remember but hard for others to guess. I/We shall ensure to keep my/our password confidential at all times by not writing or divulging it to anyone. I/We are advised to change my/our password frequently or change it immediately once the password has been compromised.
3. Services and Business Rules
  - a. Account Information – I/We can view the "real-time" outstanding and available balance (including amounts on hold/float) and transaction history of my/our enrolled peso savings (with ATM access) and/or current account/s.
    - 1) Any additional account/s shall be enrolled in the LANDBANK iAccess system through the branch of account (or nominated servicing branch).
    - 2) The account balances and history printed can serve as an official bank statement.
    - 3) Today's Transaction only includes over-the-counter transactions for the day.
  - b. Check Status Inquiry – I/We can view the status of checks issued (encashed/negotiated) within the last 60 days.
  - c. Returned Check Inquiry – I/We can view the total amount and number of checks I/we deposited but subsequently returned within the last 60 days.
  - d. Bills Payment (BP) – I/We are allowed to pay bills online for enrolled merchants.
    - 1) Enrollment of subscriber's account number through the Branch is required.
    - 2) Service fees shall be debited on the account of the merchant or charged against Average Daily Balance (ADB) on deposit float.
    - 3) Service Period is from 12:20 AM to 11:00 PM daily.
  - e. Fund Transfer (FT) – I/we are allowed to transfer funds from one enrolled deposit account to another account. I/We may choose either our own accounts or a third party account as destination accounts.
    - 1) Enrollment of source and destination accounts through the Branch is required.
    - 2) Source accounts can be enrolled as destination accounts and vice-versa.
    - 3) Third party accounts cannot be enrolled as source accounts.
    - 4) Only a maximum of 5 third party accounts can be enrolled as destination accounts.
    - 5) Service Period is from 12:20 AM to 11:00 PM daily.
  - f. Future-dated or Recurring BP/FT – I/We are allowed to pay bill or transfer funds in the future or regularly (monthly, quarterly, semi-annually or annually) as scheduled.
    - 1) Service Period is from 12:20 AM to 11:00 PM daily.
    - 2) Future-dated BP/FT up to 365 days from date of instruction may be initiated daily.
    - 3) Recurring BP/FT may be done for a maximum of two (2) years.
    - 4) Cancellation of future-dated or recurring BP/FT must be made a day before the specified date of transaction.
  - g. Checkbook Reorder – I/We are allowed to request for checkbook online.
    - 1) Service Period is from 12:20 AM to 11:00 PM daily.
    - 2) Manual inquiry from the client's branch of account, the status of requisition shall be after three (3) weeks from date of request approval.
    - 3) Maximum of 3 checkbooks can be reordered per account per day.
    - 4) Payment for the cost of checkbook shall be automatically debited by the System upon approval by the Branch of account.

## II GENERAL TERMS AND CONDITIONS

1. LANDBANK shall provide the iAccess internet banking services in accordance with existing laws, rules and regulations and Republic Act 8792 (e-Commerce Law) as well as LANDBANK's business rules and regulations relative to the operation of the iAccess internet banking facility.
2. Either party may terminate this Agreement by giving ten (10) banking days advance written notice.
3. Effectivity of deletion shall be within five (5) days from the Branch's receipt of the request for deletion.
4. Any transaction initiated on an enrolled account prior to its deletion is considered eligible transaction.
5. I/We recognize LANDBANK's proprietary interest in iAccess and I/we shall use its modules for their intended purpose only.
6. I/We shall have sole access to my/our iAccess account/s by taking the necessary steps to keep my/our iAccess ID and Password confidential.
7. I/We authorize the Bank to act upon any instructions which are identified by the use of my/our iAccess ID and Password. I/We hereby accept full responsibility and accountability for all transactions executed via iAccess.
8. Resetting of my/our password shall be recognized by the Bank upon my/our written request or thru online resetting.
9. LANDBANK shall consider as valid and binding any instruction given or transaction made using my iAccess ID and Password. LANDBANK shall not be liable for any unauthorized action or transaction using my/our iAccess ID and Password. The Bank shall not be obliged to investigate the authenticity of instructions sent via iAccess. However, LANDBANK, as it deems necessary, is entitled to verify any instructions given through sending email online or via telephone or any other means.
10. LANDBANK may cancel or refuse to execute any of my/our instruction/s at any time without incurring any liability if these are against bank policies and iAccess business rules, deemed illegal and/or detrimental to the bank without prior notice.
11. For multiple transactions coming from one account with insufficient balance, LANDBANK, in its sole discretion, may determine which of the transaction requests to complete.
12. LANDBANK shall not be held liable for outstanding charges payable to the destination account by reason of the posting of outstanding checks drawn against the source account which earlier remained unposted for whatever reason thereby creating a temporary source account balance undiminished by the amount of the unposted checks.
13. I/We shall verify, check and validate all my/our iAccess transactions and maintenance if these have been processed by iAccess. If not, I/We shall notify LANDBANK immediately by sending email online or via telephone or any other means.
14. A Reference Number shall be assigned to me/us for every submitted transaction. However, a financial transaction may be denied for non-compliance of terms and conditions and business rules of the iAccess (e.g. if the designated account is insufficiently funded, Account/Subscriber Number is incorrect).
15. Confirmation for every transaction conducted through iAccess shall be through the Acknowledgment/Notification Page or Transaction History function of iAccess which I/we can print from my/our own computer terminal. Otherwise, I/we can verify through the quarterly bank statements issued by my/our branch of account.
16. In case of system failure, all pending future-dated transactions for the day shall be processed once the system is ready. Cancellation of transactions initiated in iAccess shall not be allowed. If system failure lasted until the next banking day, all pending transactions from the previous day shall be automatically cancelled by the system. In this case, LANDBANK shall coordinate with me/us through sending email online or via telephone or any other means.
17. LANDBANK shall not be liable if my/our bill remains unpaid and the biller discontinues/cancels my coverage.
18. All information given by the caller, when matched with the verification questions asked by the helpdesk administrators shall be considered as valid. And that the caller shall be treated as the truthful owner/user of the account. Thus, the LANDBANK Helpdesk Administrator shall not be held liable for any information given by the caller.
19. I/We shall provide LANDBANK with a correct and operational email address. The Bank shall not be liable for any undelivered email communication or from unauthorized interception or use of data relating to me/us or to my/our account(s). I/We shall promptly notify the Bank of any change in my/our email address, contact numbers, business address or any other information which may affect communication by sending email online or via telephone or any other means.
20. I/We shall notify LANDBANK immediately upon receipt of any data or information through iAccess not intended for me/us. I/We shall delete such data or information from my/our terminal immediately. I/We shall ensure the strict confidentiality of such information.
21. I/We shall promptly report any discrepancies, omissions, inaccuracies or incorrect entries in LANDBANK's statement, any unauthorized transactions made and instructions not implemented through email, telephone or any other means within 20 calendar days from date of transaction/instruction.
22. I/We shall not disclose the One-Time-PIN to anyone except to the LANDBANK authorized personnel when I/we request for unlocking of iAccess ID.
23. If in case my/our deposit account was tagged with special instructions, I/we shall hold LANDBANK free from any obligation and liability on the effects of these special instructions on my/our transactions.
24. LANDBANK reserves the right to determine the scope of iAccess, change the daily cut-off time, modify, restrict, withdraw, cancel or disconnect any service without prior notice. In this case, LANDBANK shall coordinate with me/us through sending email online or via telephone or any other means. It may also deactivate, suspend or discontinue any service due to mishandling of accounts as defined by the Bank's standard operating procedures or, if in the Bank's judgment, my/our continued access of iAccess may adversely affect the security of the system without prior notice.
25. LANDBANK shall not be liable for any cause beyond its control such as problems due to maintenance, telecommunication, electrical, network failure, computer hardware or software (including viruses and bugs) or related/incidental problems that may be attributed to the services of an information service provider.
26. LANDBANK may amend/supplement this Agreement from time to time with effectivity date as specified in the email notice. Notice of the amendment/supplement sent through email at the address shown on my/our account records shall suffice. Thereafter, continued use of the iAccess shall constitute acceptance of the modification/supplement to the Agreement.
27. LANDBANK may limit my/our use of the services or terminate this Agreement once my/our account becomes dormant, is closed, garnished, escheated or has violated any of the terms and conditions and business rules of the iAccess.
28. LANDBANK may, in the future, impose charges on this arrangement within legal and regulatory limits and I/we hereby authorize the Bank to impose the said charges accordingly upon notice through sending email online or via telephone or any other means without need for further demand, notice or consent. The Bank shall not be held liable for the failure of transactions due to insufficient funds resulting from the deduction of authorized charges.
29. LANDBANK shall not be liable for any loss or damage in connection with any unauthorized interception or use of data relating to me/us or my/our account(s), including the missending thereof.
30. I/We agree to be bound by the laws, rules, regulations and official issuances applicable to iAccess now existing or which may later be issued, as well as such other terms and conditions governing the use of other facilities, benefits or services the Bank may make available to me/us in connection with iAccess.



**III DATA PRIVACY CONSENT**

1. I/We authorize Land Bank of the Philippines ("Bank"), to collect, process, update or disclose personal information about me/us in accordance with the Bank's Data Privacy Statement, the Data Privacy Act, and bank secrecy laws, to establish, confirm, review or update my/our record, manage my/our account and/or services provided to me/us, to conduct customer risk, capacity and sustainability assessment, product development and audit, to market its products and services, and other legitimate business purposes, and to comply with its reporting obligations under applicable laws, rules and regulations. As used herein, the term "Bank" includes its subsidiaries, affiliates, agents, representatives, and outsourced service providers. I/We confirm that I/we am/are aware of my/our rights under the Data Privacy Act, which includes the right to withdraw my/our consent, to access, to rectify or to erase my/our personal information subject, however, to the right of the Bank to terminate the product or service availed by me/us should I/we withdraw my/our consent or request the removal of my/our personal information.

I/We hereby certify to have read and understood the foregoing terms and conditions. Further, I/we agree to be governed by the provisions of these terms and conditions.

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Signature over printed name

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Signature over printed name