



**Deposit Account****TERMS AND CONDITIONS, AFFIRMATION, AUTHORIZATION AND WAIVER/CONSENT**

The following are the Terms and Conditions governing my deposit accounts with CARD SME Bank, Inc. A Thrift Bank:

1. The depositor is free from any legal disabilities when opening an account.
2. The depositor is hereby warrant that he/she/it is/ are the true and legal personalit/ies that he/she/it/they purport to be and that the person/s opening or transaction on the account in his/her/its/their behalf is/are/his/her/its/their authorized representative/s of such person/s; and hereby hold CARD SME Bank free from all harm, liabilities and damages that may arise from any fraudulent accounts that may be opened through any representation whatsoever.
3. For joint (and) accounts, the signatures of all Depositors are required to operate the account. CARD SME Bank shall freeze the account upon notice of the death of one co-depositor until all requirements of the law and CARD SME Bank have been completed and all the necessary legal documents have been submitted.
4. For or joint (or) and joint (and) accounts, it is understood that the co-Depositors are solidary principals, each one of them being duly authorized to exercise either singly or jointly all the rights and obligations of a principal. Each Depositor is deemed to authorize his/her/its co-Depositor/s to do whatever he/she/it they so desire/s with the funds. Upon death of any one of the co-Depositors, all the funds in the account shall become the sole property of the survivors and shall be collectible by and payable to the survivor/s, subject to his/her/its/their compliance with all the requirements of the law and CARD SME Bank and submission of all the necessary legal documents. Receipt by the survivor/s of the funds shall be sufficient release and discharge of CARD SME Bank for such payment.
5. Cash and check deposits shall only be credited after verification by CARD SME Bank. Checks will be accepted on collection basis and may be withdrawn only after they are cleared or the prescribed reglementary clearing period has expired. CARD SME Bank may change back any defective of lost item credited to this account, regardless of the time that has elapse, whether or not the item itself can be returned. No second endorsed checks are allowed.
6. The Depositor agrees to accurately fill out the appropriate deposit slip/s, and shall hold CARD SME Bank free and harmless from any liabilities for losses caused by any and all inaccuracies in the filling out of deposit slip/s.
7. Possession of the Savings Passbook raises the presumption of ownership in favor of the presentor and CARD SME Bank shall not be liable for payment made to any person who shall present such Savings Passbook unless CARD SME Bank has received prior to such payment, notarized affidavit of loss from the Depositor/s.
8. Savings Account passbook is not transferable.
9. CARD SME Bank shall honor withdrawal from the savings account upon presentation of the passbook together with the duly accomplished withdrawal slip.
10. The passbook shall be stamped "CLOSED" and punched with two holes and shall be returned to the depositor.
11. Only checks/withdrawal slips containing signatures in ink or other means of writing with a character of performance which can be verified by CARD SME Bank shall be honored.
12. Savings Accounts which become dormant or having no transactions for two (2) years for Regular Account and one (1) year for Current Account will be classified as dormant. Service charged according to bank policy shall be imposed to each dormant account till the account remains dormant.
13. The interest in deposit account shall be computed based on the average daily balance (ADB) of the account and the rate based on the existing policy of the bank and credited to the account at the end of every quarter. Based on the BIR regulations 20% withholding tax will be deducted from the interest.
14. Service charge will be imposed when the account falls below the required maintaining balance.
15. CARD SME Bank is authorized to debit the Depositor/s Account/s for any applicable service charge, fees and penalties.
16. The Depositor/s shall promptly notify CARD SME Bank in writing of any change of address and civil status and personality fill out a new specimen signature card
17. The Depositor is understood to have accepted the above Terms and Conditions and other additional regulations of CARD SME Bank and the Bangko Sentral ng Pilipinas.
18. The Depositor/s agree/s to be bound by CARD SME Bank's policies, rules and regulations in the acceptance of his/her/its/their special and general powers of attorneys or written authorization issued in favor of other persons to act in his/her/its/their behalf. In this regard, the Depositor/s recognize/s the right of CARD SME Bank to limit the validity period of his/her/its/their power of attorneys and written authorizations for the mutual protection of the Depositor/s and CARD SME Bank.

**PDIC REGULATORY ISSUANCE**

- A. Deposits are insured by the Philippine Deposit Insurance Corporation (PDIC) up to a maximum amount of Five Hundred Thousand Pesos (P 500,000.00) per depositor.
- B. 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.
- C. 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.
- D. 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 show 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 deposit 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.
- E. 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 confirm that the information given by me is true and correct. I authorized the bank to verify and investigate it from whatever sources of the bank may consider appropriate. I understand that falsifying any information on the enclosed documents is sufficient ground for legal action and for the rejection of my application.

I signify my consent and agree that CARD SME Bank, Inc., (a) may collect, use and disclose my personal data, as provided in this document, or obtained by CARD SME Bank, Inc. as a result of being its client, for the purpose of processing this document and (b) to the disclosure and sharing of said information to CARD SME Bank's subsidiaries/affiliates; and further understand that I have a right to amend/revise the information that I have provided including deletion of the said information, in accordance with the Data Privacy Act of 2012 and CARD SME Bank, Inc. data protection policy.

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Signature Over Printed Name of Depositor / Date

**DATA PRIVACY CONSENT**

By accepting this Data Privacy Statement, I/we (as "Data Subject") grant my/our free, voluntary and unconditional consent to the collection and processing of all Personal Data (as defined below), and account or transaction information or records (collectively, the "Information") relating to me/us disclosed/transmitted by me/us in person or by my/our authorized agent/representative/s to the information data base system of the CARD SME Bank, Inc., and/or any of its authorized agent/s or representative/s as Information controller, by whatever means in accordance with Republic Act (R.A.) 10173, otherwise known as the "Data Privacy Act of 2012" of the Republic of the Philippines, including its Implementing Rules and Regulations (IRR) as well as all other guidelines and issuances by the National Privacy Commission (NPC). I/we understand that my/our "Personal Data" means any information, whether recorded in a material form or not, (a) from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual, (b) about an individual's race, ethnic origin, marital status, age, color, gender, health, education and religious and/or political affiliations, (c) referring to any proceeding for any offense committed or alleged to have been committed by such individual, the disposal of such proceedings, or the sentence of any court in such proceedings, and (d) issued by government agencies peculiar to an individual which includes, but not limited to, social security numbers and licenses. I/we understand, further, that CARD SME Bank, Inc., shall keep the Personal Data and Information and the business and/or transaction/s that I/we do with CARD SME Bank, Inc., (the "Business") in strict confidence, and that the collection and processing of all Personal Data and/or Information by CARD SME Bank, Inc., may be used for any of the following purposes (collectively, the "Purposes"):

- a. to make decisions relating to the establishment, maintenance or termination of accounts and the establishment, provision or continuation of banking/credit facilities or financial products and/or services including, but not limited to, investment, trust, insurance, loan, mortgage and/or other secured transactions, financial and wealth management products and services, ATM, credit, debit, charge, prepaid or any type of card, and otherwise maintaining accurate "Know Your Customer (KYC)" information and conducting anti-money laundering and sanctions, credit and background checks;
- b. to provide, operate, process and administer CARD SME Bank, Inc., accounts and services or to process applications for CARD SME Bank, Inc., accounts, products and/or services, including banking/financial transactions such as remittance transactions and credit/financial facilities, subscription or proposed subscription of products or services (whether offered or issued by CARD SME Bank, Inc., or otherwise), and to maintain service quality and train staff;
- c. to undertake activities related to the provision of the CARD SME Bank, Inc., accounts and services including but not limited to transaction authorization, statement printing and distribution, customer service and conduct of surveys, the provision of research reports, offering documents, product profiles, customer profiling, term sheets or other product related materials, administration of rewards and loyalty programs;
- d. to provide product related services and support, including, without limitation, provision of processing or administrative support or acting as an intermediary / nominee shareholder / agent / broker / market participant / counterparty in connection with participation in various products (whether such products are offered or issued by CARD SME Bank, Inc., affiliates, third parties or through other intermediaries, providers or distributors);
- e. to fulfill domestic and foreign legal, regulatory, governmental, tax, law enforcement and compliance requirements [including Philippine and/or foreign anti-money laundering, sanctions and tax obligations applicable to CARD SME Bank, Inc., and any of its affiliates and subsidiaries, and disclosure to any domestic or foreign market exchange, court, tribunal, and/or legal, regulatory, governmental, tax and law enforcement authority (each, an "Authority") pursuant to relevant guidelines, regulations, orders, guidance or requests from the Authority] and comply with any treaty or agreement with or between foreign and domestic Authorities applicable to CARD SME Bank, Inc., and/or and any of its affiliates and subsidiaries, their agents or providers;
- f. to verify the identity or authority of my/our family members, friends, beneficiaries, attorneys, attorneys-in-fact, shareholders, beneficial owners (if relevant), persons under any trust, trustees, partners, committee members, directors, officers or authorized signatories, sureties, guarantors, other security and other individuals, representatives who contact CARD SME Bank, Inc., or may be contacted by CARD SME Bank, Inc., (collectively, the "Related Person/s") and to carry out or respond to requests, questions or instructions from verified representatives or other parties pursuant to CARD SME Bank, Inc., then-current security procedures;
- g. for risk assessment, statistical and trend analysis and planning purposes, including to carry out data processing, statistical, credit, risk and anti-money laundering and sanctions analyses, creating and maintaining credit scoring models, and otherwise ensuring potential or ongoing credit worthiness of Data Subjects and Related Person/s, including conducting banking, credit, financial and other background checks and reviews, and maintaining banking, credit and financial history of individuals (whether or not there exists any direct relationship between the Data Subject or Related Person/s, and CARD SME Bank, Inc.,) and creating and maintaining business development plans and activities for present and future reference;
- h. to monitor and record calls and electronic communications with Data Subject/s and Related Person/s for record keeping, quality assurance, customer service, training, investigation, litigation and fraud prevention purposes
- i. for crime and fraud detection, prevention, investigation and prosecution
- j. to enforce (including without limitation collecting amounts outstanding) or defend the rights of CARD SME Bank, Inc., and/or any of its affiliates and subsidiaries, its employees, officers and directors, contractual or otherwise;
- k. to perform internal management and management reporting, to operate control and management information systems, and to carry out business risk, control or compliance review or testing, internal audits or enable the conduct of external audits;
- l. to enable an actual or proposed assignee of CARD SME Bank, Inc., or participant or sub-participant or transferee of CARD SME Bank, Inc., rights in respect of the Data Subject to evaluate or consummate a transaction intended to be the subject of the assignment, transfer, participation or sub-participation;
- m. to comply with contractual arrangements or to support initiatives, projects and programs by or between financial industry self-regulatory organizations, financial industry bodies, associations of financial services providers or other financial institutions (each, an "Industry Organization"), including assisting other financial institutions to conduct background or credit checks or collect debts;
- n. to manage CARD SME Bank, Inc., relationship with the Data Subject, which may include providing information about the Data Subject or a Related Person/s, to CARD SME Bank, Inc., and any of its affiliates, subsidiaries and third parties/processors;
- o. for marketing to me/us and to individuals with similar profiles, attributes or behavior, banking, financial, credit, investment, trust, insurance, loan, mortgage, and wealth management related products or services, conducting market, product and service research, and designing or refining any products or services including by conducting data analysis, and surveys, by various modes of communication including mail, telephone call, SMS, fax, electronic mail, internet, mobile, social media, chat, biometric, and other technological tools and development;
- p. to comply with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within CARD SME Bank, Inc., and any of its affiliates, subsidiaries. Third parties, processors, and any other use of data and information in accordance with any CARD SME Bank, Inc., program, or for compliance with tax, sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities; and,
- q. any other transactions and/or purposes analogous or relating directly thereto.

At the same time, I/we agree that the Information shall be retained by CARD SME Bank, Inc., for as long as necessary for the fulfillment of any of the aforementioned Purposes, and shall continue to be retained for a period of two (2) years notwithstanding the termination of any of the above Purposes.

Further, I/we understand that, with respect to my/our submission, collection and processing of the Personal Data of Related Person/s, it is my/our duty and responsibility: (i) to inform said Related Person/s of the Purpose/s for which his/their Personal Data have been submitted, collected and processed by CARD SME Bank, Inc., (ii) to obtain consent from the said Related Person/s for the collection and processing of his/their Personal Data/Information in accordance with the Data Privacy Act of 2012, and (iii) to inform CARD SME Bank, Inc., that such consent from said Related Person/s have been obtained.

I/we hereby acknowledge that I/we have been provided with the written notification below on my/our rights as a Data Subject (each, a "Right", collectively, the "Rights") in accordance with the Data Privacy Act of 2012, to wit:

- i. to be informed whether Information and/or Personal Data is being or has been processed
- ii. to require CARD SME Bank, Inc., to correct any Information and/or Personal Data relating to the Data Subject which is inaccurate;
- iii. to object to the processing of the Information and/or Personal Data in case of changes or amendments to the Information and/or Personal Data supplied or declared to the Data Subject;
- iv. to access the Information and/or Personal Data;
- v. to suspend, withdraw or order the blocking, removal or destruction of the Data Subject's Personal Data from CARD SME Bank, Inc., information database system.

I/we acknowledge, further, that if I/we was/were to exercise any of the Rights enumerated above, CARD SME Bank, Inc., reserves its right to re-evaluate and/or terminate its Business with me/us as well as any of the Purposes and/or CARD SME Bank, Inc., services/products for which the Information and/or Personal Data has been collected and processed.

The CARD SME Bank, Inc., may amend this Data Privacy Statement to ensure that it is consistent with industry trends and/or legal and regulatory requirements. Any update will be posted on the CARD SME Bank, Inc., website.

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Signature Over Printed Name of Depositor / Date