

USER TERMS AND CONDITIONS

IMPORTANT: Please carefully read the Terms and Conditions which shall govern the use of East West Banking Corporation's (the "Bank") Salary Advance service known as "eAdvance" ("**Service**").

1. Introduction.

- **Purpose:** This agreement sets forth the terms and conditions under which the Bank provides the Service to you. By using the Service, you agree to be bound by these terms and conditions (the "Agreement").
- **Service Overview:** The Service allows eligible employees to receive a portion of their salary in advance of their scheduled pay date. The salary advance is credited directly to the employee's payroll account with the Bank, and the advance amount is automatically deducted from the employee's payroll account on the next payday.
- **Provision of Service:** The Service is provided by the Bank in accordance with the laws of the Republic of the Philippines and subject to (1) the terms and conditions stated herein ("Terms and Conditions") and (2) the separate agreements between the Bank and your Employer to make this Service available to you.
- **Acceptance:** By accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions.
- **Modification:** The Bank reserves the right to modify these terms and conditions from time to time. Any changes will be communicated to you through the contact information you have provided or via the Bank's website. Continued use of the Service after such changes take effect will constitute your acceptance of the new terms and conditions.

2. Terminology. The terms "we", "us" and their variations shall refer to East West Banking Corporation, while "you" and its variations shall refer to you, as the subject of these Terms and Conditions.

3. User Eligibility. To be eligible to use the Service, you must meet the following criteria:

- You must be employed by a participating employer who has an agreement with the Bank for the provision of the Service.
- You must have a valid and active payroll account with the Bank.
- Your employment status with your employer must be regular.
- You must have at least six (6) months of continuous payroll credit with East West Bank in the last six (6) months.
- You must ensure that your records with the Bank and your employer are accurate, complete, and kept updated.

The Bank reserves the right to modify the eligibility criteria from time to time. Any changes to the eligibility criteria will be communicated to you through the contact information you have provided or via the Bank's website. Continued use of the Service after such changes take effect will constitute your acceptance of the new eligibility criteria.

4. Employer Endorsement. As a prerequisite for your eligibility to access the Service, your employer must first endorse you to the Bank.

- As part of the employer endorsement process, your employer or any of its affiliates, will share your employment and personal data with us, as necessary or desirable, to enable (1) us to provide the Service to you; and/or (2) us and/or your employer to perform our respective obligations under these Terms or the Contract. This data includes (i) your name; (ii) your employment status; (iii) your payroll account details; (iv) end date of employment; and (v) any fact or matter that might bring your employment to an end, such as the giving of notice to terminate your employment contract. By accepting these terms and conditions, you acknowledge having authorized your employer or

any of its affiliates to share this information with the Bank and consent to the sharing of this data in order to provide herein Service.

- Additionally, you grant us your permission to use, process, and store the information provided by you and your employer, for the purpose of providing the Service. This includes sharing information and analytics about your usage of the Service with your employer.
- You accept that you will not be able to make your first withdrawal until your employer has endorsed your details to us and after you have successfully passed the Bank's validation and eligibility checks.

5. **Obligation.** The "Obligation" refers to the responsibilities arising from the salary advance provided by the Bank to you under this Agreement. This includes the principal amount of the advance, any applicable fees, and other charges in relation to the salary advance that appear in the accounts, books, and records of the Bank, whether direct or indirect, principal or accessory, contingent or otherwise, which are presently or hereafter owing to the Bank. It also includes all expenses which the Bank may advance or incur in enforcing any of its rights, powers, and remedies under this Agreement.

6. **Representations and Warranties.** You represent and warrant that:

- This Agreement has been authorized by all necessary acts and deeds, and when executed and delivered as contemplated herein, will be valid and binding in accordance with its terms and conditions; and
- There is no pending, impending, or threatened action or proceeding before any court or government agency which may materially and adversely affect your financial condition or capacity to repay the Obligation promptly and fully, and such capacity shall remain unimpaired.

7. **Covenants and Undertakings.** You covenant and undertake that:

- **Use of Salary Advance Proceeds.** The proceeds of your salary advance will not be used for any purpose or in any endeavor which is against Philippine laws, rules, or regulations, or any activities prohibited under the Usage Guidelines and Restrictions section of these terms and conditions.
- **Other Deeds.** You shall execute and deliver such further instruments and perform such other acts as the Bank may deem necessary or proper to carry out the intention of this Agreement more effectively.
- **Fees.** You shall pay the fees and expenses specified in Section 13 of this Agreement. Any fees deducted from the salary advance proceeds shall be non-refundable.
- **Performance of Agreement.** You shall repay the Obligation and perform all covenants and agreements set forth in this Agreement.

8. **Availment Channels**

- You can access the Service through various channels provided by the Bank, including but not limited to, mobile applications, online platforms, and other electronic means as may be made available by the Bank from time to time.
- If your device does not support the relevant technology, you may not be able to use the Service (or any part thereof) or access the Bank's website or any part thereof.

9. **Bank's Authority to Decline Requests.** The Bank reserves the right to accept or reject your application for a salary advance through the various channels provided by the Bank ("Salary Advance Request") at its sole discretion. The Bank will not accept a Salary Advance Request if:

- The amount you have requested exceeds the limits set by the Bank at its sole discretion. This includes any maximum withdrawal limits per period, month, day, or per transaction, as well as any percentage limits on the portion of your salary that you can access through the application; or

- The amount you have requested cannot be processed because your employer has reached the maximum cap for withdrawal amounts for the period. The maximum cap for employer's withdrawals shall be determined from time to time by the Bank at its sole discretion without prior notice to you.
- You have overdue advances and/or outstanding fees.

You agree not to hold the Bank liable for any damages, injury, or costs in case your Salary Advance Request is rejected for any of the above reasons.

- Cash Advance Limit.** Your cash advance limit ranges from 30% to 40% of your average net pay per pay period over the past six (6) months, depending on your cash advance score. This score is determined by the number of advances taken and your payment history. The Bank reserves the right to change the criteria used to compute the cash advance limit, as well as the percentage rate, from time to time, at its sole discretion. The term **"Pay Period"** refers to the regular interval of time during which your employer processes and credits your salary to your payroll account. This interval may vary depending on your employer's payroll schedule (e.g., weekly, bi-weekly, semi-monthly, or monthly). For the purposes of the Salary Advance Service, the Pay Period is the basis for determining the timing of salary advances and the corresponding repayment due date, which is typically the next scheduled payday following the availment of the advance.
- Availment Limit.** You shall not make any availment in excess of the cash advance limit indicated in the immediately preceding section. The usage of this limit also includes the transaction fee charged to every availment. If your Salary Advance Request exceeds the available limit, the Bank shall have the right, power, and authority to refuse the intended availment without need of notice. Should an excess availment occur, it shall be immediately due and payable without need of notice, and the Service shall be suspended at the Bank's discretion until the excess amount is paid.
- Credit of Proceeds.** The full amount of the Salary Advance will be credited to your payroll account immediately upon submission of your Salary Advance Request. The transaction fee indicated in Section 13 below will be debited after the Salary Advance is credited. This ensures that the funds are readily available for your use.
- Transaction Fee.** Each time you make a Salary Advance Request, a transaction fee shall be charged, which may be waived by the Bank at its sole discretion. You shall be charged a one-time fee of One Hundred Pesos (₱100.00) for advances up to Five Thousand Pesos (₱5,000.00). For any amount exceeding Five Thousand Pesos (₱5,000.00), an additional fee of Fifty Pesos (₱50.00) will be charged for every Five Thousand Pesos (₱5,000.00) or part thereof. The transaction fee will be debited from your payroll account immediately after the full amount of your Salary Advance is credited. This fee is non-refundable. The Bank reserves the right to modify these terms and conditions from time to time subject to notification requirement under existing laws and regulations.
- Total Amount Due and Payment Due Date.** The total amount due, which is the sum of all advances availed during the pay period, is payable on your next payday immediately after the date of availment. The total advance amount will be automatically debited from your payroll account. If only a partial amount is available in your payroll account at the time of debiting, the Bank will debit the available amount and continue to attempt to debit the remaining balance until the amount due is fully collected. If the Bank is unable to debit the full amount, you will incur late payment charges on the outstanding principal balance as specified in Section 21. In such cases, you will be notified via email and/or SMS regarding the unsuccessful debit attempt and the subsequent late payment charges. Additionally, you can settle the remaining balance, including any late payment fees, by depositing or transferring funds to your payroll account, or through bill payments once made available by the Bank.
- Promise to Pay.** You promise to pay the Bank the sum in Philippine pesos equivalent to the advances credited in your payroll account, plus the transaction fee, penalty charges and/or other charges that may be due thereon. The total amount is payable without need for notice or demand, in accordance with the terms and conditions of this Agreement, whenever applicable.

16. Payments.

- **Authority to Deduct from the Payroll Account.** You shall pay the total amount due via automatic debit from your payroll account on the next payday immediately following the availment transaction. For this purpose, you hereby authorize the Bank to automatically debit from your payroll account any or all amounts due to the Bank, and to automatically transfer the amount debited to the Bank in payment of the payroll advance and the transaction fee and/or late charges. This debit may be initiated automatically or manually by the Bank before the close of business day of each payday. This authority of the Bank to deduct/transfer shall continue and shall not be revoked without the written consent of the Bank until all amounts are successfully debited and paid to the Bank. By agreeing to these Terms and Conditions, which will also be displayed during the availment process, you shall be deemed to have granted and confirmed your authority to the Bank as provided under this Agreement and shall hold harmless the Bank from relying on the said authority.
- **Manual Payment Methods.** Without prejudice to the above authority or automatic debit arrangement, you can opt to pay via manual payment methods such as bank transfers, deposits, or bill payments. These methods may be made available by the Bank from time to time.
- **Acceptance of Payments.** Acceptance by the Bank of payments made after you have delayed or defaulted in the performance of your obligations shall not prejudice the Bank's rights to claim full payment and exercise its rights and remedies under this Agreement, nor shall it affect any pending legal actions filed by the Bank. Acceptance of late or partial payments shall not be construed as a waiver or estoppel on the part of the Bank. The Bank reserves the right to determine the order in which payments are applied, while adhering to all applicable laws and regulations.

17. Statement of Account.

- All payments made will be reflected in the Statement of Account of your payroll account.
- Upon your request, the Bank shall send your Statement of Account (SOA) to your registered email address. The Bank is not liable for non-receipt of the SOA if an invalid or incorrect email address is provided. The Electronic SOA shall be final and conclusive against you unless you notify the Bank of any discrepancies in writing within thirty (30) days from the cut-off date specified in the SOA. If any disputes cannot be resolved, the Bank may suspend your Service until the dispute is resolved. The protest will not suspend the accrual of penalty charges. If the dispute is resolved in your favor, charges will be adjusted based on the reconciled amount. All other means of sending SOAs shall have the same effect as those sent via email and will be deemed correct and conclusive if not contested within the prescribed period.

18. Default.

Each of the following events, regardless of the reason for its occurrence or whether it is voluntary or involuntary, shall constitute an event of default:

- Failure to pay the full amount availed, including the transaction fee, late payment, and any and all fees and charges which you are obligated to pay under the Agreement, when due and demandable
- Violation of any of the terms and conditions of this Agreement
- Severance, or termination of employment from your employer
- Your passing; or
- The Bank's good faith belief that you may not be able to repay the salary advance due to significant changes in your financial situation or other relevant circumstances.

19. Remedies.

Upon the occurrence of any event of default, the Bank shall have the following rights and remedies, in addition to the rights and remedies available under applicable laws, including but not limited to:

- **Cancellation of Access to the eAdvance Facility.** The Bank may cancel the Service provided to you, disqualifying you from obtaining further salary advances.
- **Immediate Payment.** The Bank shall consider the entire Outstanding Balance immediately due and payable. The amount certified by the Bank as the amount outstanding will be conclusive and binding on you, absent manifest error in calculation or transmission. If you believe there is an error in the certified balance, you have the right to dispute it and request a review. The Bank will investigate the dispute and provide a resolution in accordance with applicable laws and regulations.

Outstanding Balance. The total amount that remains unpaid under this Agreement. This includes the principal amount of the salary advance, any applicable fees, late payment charges, and other charges related to the salary advance that appear in the accounts, books, and records of the Bank, whether direct or indirect, principal or accessory, contingent or otherwise.

- **Consent for Deduction of Outstanding Balances from Final Paycheck.** If you resign or is separated from your Employer, you hereby give your full, informed, and voluntary consent to the Bank and your employer to deduct any outstanding balances related to the Salary Advance Service ("Service") from your final paycheck in the event of resignation, termination, or separation from employment. This includes, but is not limited to, the principal amount of the salary advance, transaction fees, late payment charges, and any other applicable fees.

You authorize your employer to remit the deducted amounts directly to the Bank to settle your outstanding obligations. This consent shall remain valid and enforceable until all amounts due to the Bank are fully paid.

You waive any requirement for prior notice regarding the deduction of outstanding balances from your final paycheck. You acknowledge that this deduction is necessary to fulfill your obligations under the Service and agree to hold the Bank and your employer free and harmless from any liabilities arising from such deductions.

By agreeing to this Terms and Conditions, you confirm that you have read, understood, and voluntarily agreed to the terms of this consent. You acknowledge that this consent is irrevocable without the written approval of the Bank and your employer.

- **Cumulative Rights.** The Bank's rights hereunder are cumulative and not alternative.
20. **Late Payment Fee (LPF):** In the event any advance made by the Bank is not paid when due, you are liable to pay the Bank an LPF equivalent to five percent (5%) per month of the past due principal amount, with a fraction of a month considered as one (1) whole month, until such time that the advances made by the Bank is paid in full.
 21. **Application of Payments.** You waive your right to apply payments under Article 1252 of the Civil Code. The Bank shall have the right to allocate any payments made by you to any of your obligations to the Bank, regardless of the source and nature of the payment.
 22. **Occurrence of Force Majeure.** In the event of force majeure, you shall still be obligated to comply with your obligations under this Agreement.
 23. **Collection and Litigation Fees and Expenses.** If the Bank is compelled to engage the services of a collection agent or attorney to enforce any of its rights under this Agreement, you shall pay the Bank the reasonable costs and expenses of engaging such collection agent and/or lawyer and such other expenses reasonably incurred by the Bank in recovering such payment and enforcing its rights under this Agreement.

24. **No Implied Waiver.** The exercise of the rights, privileges, and remedies in this Agreement shall be at the discretion and option of the Bank. Acceptance by the Bank of any payment after its due date or after an event of default has occurred or after legal proceedings have commenced against you shall not be considered as extending the time for the payment or as a modification of the conditions hereof. No failure, omission, or delay on the part of the Bank in exercising any of the said rights, privileges, and remedies shall operate as a waiver thereof. No modification or waiver of any provision or consent by the Bank shall be effective unless the same shall be in writing.

25. **Accuracy and Verification of Employee Information**

- **Confirmation of Information.** You confirm that all personal, sensitive, privileged, financial, and other information (collectively referred to as "Information") that you have provided through your deposit payroll account with the Bank is accurate. This includes all other documents ("Supporting Documents") submitted to the Bank by you or your Employer in support of your salary advance application.
- **Bank's Right to Verify.** We have a legal obligation to verify your identity and may ask you to provide information and/or documents to confirm that you made a Salary Advance Request. You agree to provide accurate and complete information to the Bank and inform the Bank immediately of any changes in any particulars of your personal information/data. You also give us permission to make reasonable inquiries with your employer and third parties for the same reasons. You also consent to your employer providing this information as reasonably requested by us for the purpose of these inquiries. If you are unable to provide supporting information and/or documents for the purpose of verification of your identity, we may suspend or terminate your use of the Service. You hereby acknowledge that your name, e-mail address, mobile number, and such other personal information may be made available by the Bank to another third party for verification or other lawful purposes.
- **Bank's Right to Suspend.** We are not obligated, either explicitly or implicitly, to verify the accuracy or authenticity of any information provided by you or your employer. We will not be held liable if your information is found to be falsified, entered wrongly, incomplete, or out-of-date. We have the right to suspend or terminate your access to the Service and refuse any and all current or future use of the Service (or any portion thereof) without notice to you if you provide us with any information that is untrue, inaccurate, not current, or incomplete, or if we have reasonable grounds to believe that you have provided any such information. Our right to suspend your access to the Service is in addition to our other remedies under applicable laws and the contracts for your availment of the Services. Similarly, our failure to exercise our right to suspend your access to the Service shall not be construed as a waiver of any remedies available to us under applicable laws and contracts.

26. **Service Notifications and Communication Channels.** You agree to receive updates or notifications from the Bank regarding your use of the Service via SMS/text, email, mail, or other communication methods the Bank may use.

27. **Usage Guidelines and Restrictions.** You must not utilize the Service for any activities that conflict with public interest, public order, or national harmony, or for any illegal purposes, including but not limited to vice, gambling, or other criminal activities. Additionally, you should not transmit any content that is offensive based on moral, religious, communal, or political grounds, or that is abusive, defamatory, indecent, obscene, or menacing. Any use of the Service that could lead to complaints, claims, disputes, penalties, or liabilities for the Bank is also prohibited.

28. **Adjustment Due to Error.** If you notice any errors or discrepancies in your account related to the Service, please reach out to support@eastwestbanker.com within thirty (30) days of the disputed transaction. If you do not report it within this timeframe, the transaction will be considered accurate. Should the Bank's investigation confirm an error, the necessary adjustments will be made within thirty (30) days of your complaint.

29. **Notices.** All notices and correspondence relative to this Agreement, including but not limited to demand letters, shall be sent to the address that you have provided to the Bank. The mere act of sending any communication by mail or personal delivery to said address shall be valid and effective notice to you for all legal purposes.
30. **Severability.** The unenforceability or invalidity of any provision of this Agreement by a court of competent jurisdiction shall not affect the validity, legality, and enforceability of the remaining provisions.
31. **Effect of Agreement.** The rights and privileges of the Bank hereunder shall inure to the benefit of its successors and assigns, and your duties and obligations shall bind your heirs, representatives, successors, and assigns.
32. **Complaints, Concerns, and other Queries.** In case of complaints, concerns, and other queries regarding the Service, you may contact EastWest Bank's 24-Hour Customer Service at (632) 8888-1700 or email support@eastwestbanker.com. The Bank shall acknowledge the complaint/dispute within two (2) banking days upon receipt of report, either by responding to the said complaint/dispute or by requesting from you additional information or such other instructions as may be necessary to properly resolve it.
33. **Agreement.** You acknowledge that you have fully read and understood these Terms and Conditions governing EastWest eAdvance, and the Data Privacy Policy as published in the Bank's website. You agree to abide by and be bound by the said Terms and Conditions and Data Privacy Policy, any and all amendments thereto as well as all laws, rules, regulations, and official issuances applicable to the Bank which may hereinafter be issued in relation to the Services. You hereby certify that all information and documents given are complete, true, and correct, and the signatures therein are genuine. You understand that non-disclosure and/or falsification of information and documents herein required shall be grounds for the filing of legal action/s against you, as may be appropriate under the circumstances.
34. **Privacy Notice for this Service.** The Bank collects and processes your personal data to provide the Service. This includes data shared by your employer and data you provide directly.
- **Data Collection.**
 - **Directly from You.** When you manually or electronically use the Service, we collect personal data used for authentication purposes, such as your mobile number and birthdate. We may also collect other personal data necessary for providing and improving the Service. This may include, but is not limited to, your name, email address, and employment details. Any additional data collected will be used in accordance with our data privacy policy and applicable laws and regulations.
 - **From your Employer.** Upon endorsement from your employer or any of its affiliates, we collect personal data, including your name and your payroll account details. Subsequent updates related to your employment status or payroll account details will also be provided by your employer or any of its affiliates to the Bank.
 - **Data Usage.**
 - We use the collected personal data to provide and manage the Service, ensuring compliance with applicable laws and regulations.
 - The data is kept secure in the Bank's systems and is used only for purposes consistent with the provision of the Service.
 - **Contact Information.**
 - For data privacy concerns, you may contact us at: ewbdpo@eastwestbanker.com
 - For the Bank's full Privacy Statement, visit the Bank's website.

35. **Disclosure and Sharing of Information.** You consent and authorize the Bank to disclose information relating to you, the Obligation, and/or the performance of your obligations under this Agreement to the Bank's subsidiaries, affiliates, agents, and third parties that are authorized by the Bank to receive such information, for confidential use in connection with the Bank's exercise of its functions to provide banking and related services. You also consent and authorize the Bank or the parties to whom the Bank makes the disclosure to collect, process, store, record, organize, update, modify, block, erase, and destroy information obtained from third parties in connection to your Obligation. You further consent and authorize the Bank to disclose, receive, and process information for any business purposes (including but not limited to sales and marketing, credit investigation and collection, information technology systems and processes, data processing, imaging and storage, back-up and recovery, and statistical and risk analysis purposes). You hereby give permission for the Bank to request information and to make necessary inquiries about you from third parties in connection with any of your Obligation, including its updates, renewals, re-issuance, or extensions.

- **Processing of Application:** You hereby consent and authorize the Bank, any of its offices, branches, subsidiaries, affiliates, agents, representatives, and third parties, to conduct verification with the BIR, any other appropriate government agency or third party including banks and financial institutions, to establish the authenticity of the information you declared and the documents you submitted in relation to your application as it may be necessary for the processing and evaluation of your application and you hereby waive any rights on the confidentiality of your income information as required by BSP Circular 622, as amended by BSP Circular 855. You further consent and authorize the disclosure of personal and sensitive personal information by the Bank, provided that such disclosure is in accordance with the provisions of Republic Act (R.A.) No. 10173 or the Data Privacy Act of 2012, its Implementing Rules and Regulations, and other rules and regulations relating to data privacy, including the Bank's Data Privacy Policy published on its website.
- **Account Maintenance and Servicing:** You hereby authorize the transfer, disclosure, and communication by the Bank of any information, including personal and sensitive personal information, relating to your account/s with the Bank together with all of the documents submitted for your application to any of its offices, branches, subsidiaries, affiliates, agents, representatives of the Bank, and third parties for application processing, data processing/storage, customer satisfaction surveys, and for any other purpose as the Bank may deem appropriate, and/or as described in the Bank's Data Privacy Policy, and as may be required by law or regulation. You hereby also authorize the regular submission and disclosure to any and all credit information service providers listed in the Bank's Data Privacy Policy published on its website, of any information, whether positive or negative, relating to your basic credit data (as defined under Republic Act No. 9510) with the Bank, as well as any updates or corrections thereof. The foregoing constitutes your written consent for any such submission and disclosure of information relating to your account/s for the purpose indicated above and under applicable laws, rules, and regulations. You agree to hold the Bank free and harmless from any liabilities that may arise from any transfer, disclosure, or storage of information relating to your account/s.
- **Marketing and Sales Offers:** You hereby authorize the transfer, disclosure, and communication by the Bank of any information, including personal and sensitive personal information, relating to your accounts with the Bank together with all of the documents previously submitted to the Bank, to any of its offices, branches, subsidiaries, affiliates, agents, representatives, and third parties for product and service offers to be made to you through mail/e-mail/fax/SMS/telephone or through other forms of media, and for any other purpose as the Bank may deem appropriate. If you do not wish to receive such offers or have your information disclosed for these purposes, you may expressly notify the Bank through the following contact information: Customer Service Hotline: (+632) 8888-1700 Email: support@eastwestbanker.com

You agree that such disclosure or exchange of information shall not be the basis of any claim against the Bank or the parties to whom the Bank makes the disclosure.

You agree and authorize the Bank to enroll your salary advance account in the Bank's online banking facility.

For purposes of this authority to verify and disclose information, you waive confidentiality of any such information relating to you under applicable laws such as but not limited to Republic Act Nos. 1405, 6426, and other laws relating to the secrecy of bank deposits.

36. Termination and Suspension

- **Deactivation by You:** You can deactivate or terminate your access to the Service at any time by contacting support@eastwestbanker.com. However, this deactivation will not affect any outstanding obligations or accrued liabilities to the Bank related to your use of the Service.
- **Suspension or Termination by the Bank:** The Bank reserves the right to immediately suspend or terminate your use of the Service, with or without any notice to you, under the following circumstances:
 - The Bank is informed by your employer, or has reason to believe, that you have been dismissed or have resigned from your position;
 - If the Bank suspects dishonesty, fraud, illegality, criminal activity, or misrepresentation in the use of the Service;
 - If you breach, or the Bank reasonably believes you have breached, any provisions of these Terms and Conditions, or if your actions are deemed prejudicial to the Bank's interests;
 - If your employer is in breach of the terms and conditions of its participation in the Service;
 - If you violate any laws, statutes, regulations, by-laws, or rules imposed by any regulatory body, or government agency;
 - If you submit false documents or provide false information during your applications for the Service;
 - If you act in bad faith or malicious intent;
 - If your name appears on any regulatory watchlist (including but not limited to those related to terrorism and terrorism financing under the Anti-Money Laundering Act of 2001 and The Terrorism Financing Prevention and Suppression Act of 2012);
 - If you fail to provide any additional information requested by the Bank from time to time.

Upon suspension or termination, the outstanding balance of your advance shall be immediately due and payable. The Bank may, at its options without need of notice and demand, exercise any or all the remedies stated in this Agreement.

37. **Reactivation.** If the Service has been suspended and you request its reactivation, the Bank may, at its sole discretion, reactivate your access to the Service. Reactivation may require a new endorsement from your employer. The Bank may also opt to make the Service available to you each time the outstanding amount due is fully paid.

38. **Continuing Liability.** You shall continue to be liable for your obligations to the Bank during any extension or subsequent advances, in whole or in part, of this Agreement and/or following a partial payment of the salary advance, and/or following any change in the terms and conditions of this Agreement as a result of such extension, subsequent advances, and/or partial payment, without the necessity of executing a new agreement.

39. General Liability

- **Service Basis.** This Service is offered on an "as is" and "as available" basis. The Bank disclaims all liability and does not make any express or implied representations or warranties regarding the Service, including but not limited to:
 - the availability, accessibility, timeliness, and uninterrupted use of the Service; and

- the sequence, accuracy, completeness, timeliness, or security of any data or information provided to you as part of the Service.

The Bank will make reasonable efforts to maintain the availability and integrity of the Service. However, liability is disclaimed for events beyond the Bank's control, such as natural disasters, strikes, shutdowns, limitations imposed by government regulations, or any other force majeure events.

- **Security Efforts:** The Bank will make reasonable efforts to ensure the Service is secure and inaccessible to unauthorized third parties.
 - **User Responsibility.** You are solely responsible for all consequences arising from the use or misuse of your Account, login credentials, and/or security credentials. This includes any losses and payments (including unauthorized transactions) due to your negligence or fraudulent actions.
 - **Bank's Liability:** You will not be held liable for any losses caused by system glitches, technical errors, or other operational issues at the Bank in providing this Service.
 - **Exclusion of Liability:** The Bank will not be liable for any costs, losses, or damages (direct or indirect), loss of revenue, loss of profits, or any consequential losses resulting from your use of the Service.
40. **Indemnity.** By agreeing to the Terms and Conditions upon using the Service, you agree that you shall defend, indemnify, and hold the Bank, its parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorney's fees and costs and/or regulatory action) arising out of or in connection with your use of the Service.
41. **Notification of Contact Information Changes.** You are obligated to immediately notify the Bank in writing of any changes to your mobile number and email address. The contact information you provide will be used by the Bank for all communications and correspondence. Receipt of notices, correspondences, and other communication materials sent to your provided address or mobile number, or any new address or mobile number you provide, will be conclusively presumed by both parties.
42. **Amendments.** You agree that the Bank may change any of the provisions in this Agreement, including but not limited to the data privacy policy and/or the Fee Schedule, from time to time. You agree to be notified of such changes through notice sent via any of the following means, at the Bank's option unless you request otherwise: (i) mailed and/or emailed notices (sent to your mailing or email addresses indicated in the Bank's records), (ii) notices posted at the Bank's branches, or (iii) notices on the Bank's website. You agree to be bound by such changes unless you expressly notify the Bank otherwise through the contact information you provided. If you do not agree with the amendments, you shall prepay the total outstanding balance of your obligation within five (5) banking days after being informed of the said amendments. Otherwise, the governing conditions as amended by the Bank shall be final and binding with respect to you.
43. **Governing Law.** These Terms and Conditions are governed by and construed in accordance with the laws of the Philippines, and you hereby submit to the exclusive jurisdiction of the Philippine courts.
44. **Venue of Actions.** All actions for the enforcement of the rights and obligations under this Agreement shall be filed in the proper courts of Taguig, Metro Manila; all other venues are hereby waived.
45. **Assignment**
- The Bank may assign, cede, sell, or otherwise transfer part or all its rights and/or obligations under this Agreement. You will be notified in the manner provided under Section 31 hereof in event of any completed assignment, sale or transfer of part or all of the rights and/or obligations under this Agreement.

- You may not assign your rights and/or obligations under this Agreement without the prior written approval of the Bank. Any purported assignment by you in violation of this section shall be void.

48. Entire Agreement

This Agreement contains the entire agreement of the parties concerning the subject matter hereof and shall, as of the effective date hereof, supersede all previous understandings and agreements, whether oral or written, between the parties on the subject.

[End of Terms and Conditions]

These Terms and Conditions were last updated on .