

ENROLLMENT FORM

**TEXT-A-WITHDRAWAL SERVICE
(Authority to Debit)**

Client Control No. _____

Personal Details

Name			
Permanent Address			
Telephone No. <i>(Landline phone)</i>		Mobile Phone <i>(This is the G-Cash registered mobile phone)</i>	
Account Details			
Account Number <i>(This is the source account of G-Cash)</i>		Account Type	<input type="checkbox"/> Current <input type="checkbox"/> Savings

TERMS AND CONDITIONS

AGREEMENT

This agreement governs the relationship between you (the “Depositor”), and the Bank. The Bank reserves the right to adjust, modify, amend or supplement these terms and conditions as the service may require. This agreement shall take effect immediately upon your signing. Upon signing to this form you have confirmed that you have read and understood the Terms and Conditions stated herein.

In signing this agreement, you authorize the bank to act on the withdrawal instructions sent to the bank which are identified by the use of your registered mobile phone number and M-PIN. The bank shall be responsible only for acting on those withdrawal instructions sent through your mobile phone number which are actually received by the bank and you agree that the bank does not assume any responsibility for malfunctions in communications facilities not under our control that may affect the timeliness or accuracy of the instructions sent. In this regard, you acknowledge that we shall not be responsible for any electronic or mechanical malfunction, data failure or corruption, viruses or other problems attributable to your telecommunications equipment or the services provided by Globe Telecom.

Such instructions to debit your account in exchange for G-Cash, upon receipt by us, shall be effected at the bank’s absolute discretion. We shall be entitled to treat and consider as valid and binding on you any withdrawal instruction sent to the bank through your mobile phone and MPIN. Such instructions shall be deemed correct, complete, irrevocable and binding on you upon our receipt. You hereby accept full responsibility for all withdrawal transactions executed via your mobile phone using your MPIN and, in particular, are responsible for ensuring the accuracy and completeness of your instructions.

You agree that we may, without notice and without stating the reason therefore, cancel or refuse to execute any of your instructions at any time without incurring any liability.

You further agree that the information provided herein by you is true and correct and authorize the bank to debit the declared Deposit Account and convert the requested withdrawal amount to G-Cash.

That you are authorizing the Bank to debit your account of the amount you have requested through a G-Cash optional message. It is understood that the debited amount will come from the withdrawable balance of the registered bank account stated in this agreement.

You further agree to initiate the withdrawal request for G-Cash value through sending of P1.00 G-Cash value to bank in order to send a secure debit instruction using G-Cash’s optional message.

THE SERVICE

The service enables the Depositor to withdraw money remotely and convert these funds into G-Cash. The G-Cash value that will be sent by the bank to the client will be drawn against enrolled deposit account of the client. As stated above, the bank will act on the withdrawal instructions sent by you to the bank using your registered mobile phone and MPIN.

Your account will be debited and the amount will be converted and sent to you in the form of G-Cash Value. All withdrawal transactions will take place during banking hours only. Any withdrawal requests received after the daily cut-off time _____ shall be treated as a transaction at next business day value or such other day as we may the bank’s sole discretion, and will be subject to the bank’s usual processing time, as may from time to time be amended. For purposes hereof, the term "business day" shall mean any day in which commercial banks are open for business, excluding Saturdays, Sundays and legal holidays.

FEES, RATES AND CHARGES

In the course of the G-Cash transaction, the Depositor shall pay the applicable transaction fee, service processing fee, rates and charges for the service as posted in the bank premises. Fees and other related charges will be debited from your account together with the requested amount. The one peso (P1.00) you have sent to the bank together with the debit instruction will be credited back to your account.

WITHDRAWAL LIMITS

The bank shall determine the withdrawal limit in each individual Depositor availing Text-A-Withdrawal service based on the existing daily withdrawal policies and procedures of the bank on electronic transactions.

The following maximum limits shall be allowed by the bank which is based on the G-Cash wallet limits:

- a) P40,000/Day/individual wallet
- b) P100,000/Month

More than the above mentioned wallet limits, the bank could no longer allow transactions to Depositor through Text-A-Withdrawal Service.

SUSPENSION OF SERVICE

The Bank reserves the right to suspend the service for any Depositor, without prior notice to the Depositor, in the following instances: a) discovery of any form of fraud, b) violation of any existing Philippine Laws c) violation of any of the provisions of this Agreement and/or rules and regulations of the Bank.

LIMITATION OF LIABILITY, INDEMNITY AND RELEASE

The banks shall not be liable for, and you agree to indemnify and keep the bank indemnified, against any and all proceedings, claims, losses, damages or expenses (including legal costs) arising from or in connection with the following:

- i. Any instructions given to us via your mobile phone which are identified by any use of your MPIN, or such other means of identification assigned to you in connection with your Accounts;
- ii. Unauthorized use of your mobile phone and MPIN;
- iii. Damage caused by any access through your mobile phone and MPIN when the same is prohibited, restricted, delayed or otherwise affected by:
 - (iv) any law or regulation of the country from where your account is accessed and/or the terms and conditions prescribed by the relevant mobile phone service provider in such country of access; or
 - (v) any law or regulation of any jurisdiction, regional or international authority which governs any use of any component of this agreement;
- iv. Damage caused by any act or omission of Globe Telecom occasioned by any access through your mobile phone and MPIN;
- v. Damage caused by any modification, alteration, upgrade or termination of this mobile phone service occasioned by any access through your mobile phone and MPIN;
- vi. Inability or delay in accessing) the mobile phone banking service;
- vii. Failure in any transmission, dispatch or communication facilities.

You understand that any access to the mobile phone banking service will be effected through Globe Telecom and/or the relevant mobile phone service provider in the country from where such service is accessed, and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by Globe Telecom in separate agreements with you. You shall be responsible for all fees, charges and expenses, including IDD charges for overseas usage, which may be imposed by the Globe Telecom in servicing your telecommunications equipment in connection with the use of bank’s mobile phone banking service.

You represent to the best of your knowledge that your mobile phone through which access may be effected by any use of your MPIN is free from any electronic or mechanical defect, data failure or corruption, viruses, bugs and other similar problems. You agree that neither we, nor any of our officers and employees or any branch, affiliate or subsidiary of the bank is responsible for any electronic or mechanical defect, data failure or corruption, computer viruses and bugs or related problems that may be attributable to your telecommunications equipment and/or the services provided by any relevant mobile phone service provider.

Subject to the provisions in this agreement, if the bank is found liable for any act or omission for any reason whatsoever, the bank’s liability shall be limited to the amount of the relevant transaction or your actual damages whichever is lesser. We shall not be liable to you for any indirect, special or consequential loss or damages arising in any way out of the use of mobile phone banking service.

UNAUTHORIZED USE

It is understood that your G-Cash is protected by a Mobile Personal Identification Number (MPIN) as required by the bank and the G-Cash platform.

You are responsible for keeping your G-Cash MPIN secret and confidential and you shall not disclose the G-Cash MPIN to any unauthorized person and shall take all steps necessary to prevent discovery of G-Cash MPIN by any unauthorized person. You shall inform the Bank to suspend the service as soon as you know or suspect that someone else knows your G-Cash MPIN or that unauthorized transactions have taken place or that mobile phone has been lost or stolen and if you fail to do so you shall be liable for any unauthorized transaction made. You shall be liable for all losses prior to your reporting of any suspicion, compromise of G-Cash MPIN or if act fraudulently or with gross negligence including properly safeguard your G-Cash MPIN or reporting any unauthorized transaction made.

VENUE OF SUITS AND LITIGATION EXPENSES

In the event of suit arising from or connected with this Agreement, the appropriate court in the City or Municipality where the Head Office of the bank is located shall have jurisdiction over the case to the exclusion of all other courts. In case of suit, the Depositor shall, in addition to the amount due and collectible, pay for attorney’s fees and costs of suit.

AMENDMENTS TO THESE TERMS AND CONDITIONS

The Bank reserves the right to amend these terms and conditions at any time with or without prior notice including a change in the rate schedule for the service.

Depositor’s signature over printed name

Date Signed

Verified by:

Approved by:

Authorized Personnel

Date

Authorized Officer

Date