

# GoTyme Bank Account Terms and Conditions

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I/We agree to be bound by the following terms and conditions governing any account(s) (hereinafter referred to as “Account”), which I/we have opened or may hereafter open at any digital channel of GOTYME BANK CORPORATION (the “Bank”). The words “I”, “Me”, “Us”, and “Our” used herein shall refer to the person(s) who opened the Account. The words “You” and “Your” shall refer to the Bank.

I/We acknowledge and understand that (i) the GoTyme Digital platform is accessible via self-service kiosks, mobile or other channels that you may implement in the future; and (ii) your mobile application is an application-based service that is available on reputable third-party repositories (such as Apple Store and Google Play. I/We will verify the integrity and authenticity of the application prior to its download.

I/We acknowledge that this Terms and Conditions executed through electronic or digital means are legally sufficient, binding, and enforceable. By using, and continuing to use, any of your digital platforms and availing of your products and services, I/we understand and agree to be bound by these Terms and Conditions and by other terms and/or rules that may apply to my/our Account(s) and other products and services availed of, which shall be incorporated herein by reference. I/We understand that we can view and print the Terms and Conditions and/or access it again in the future through your electronic banking platform or by contacting your Customer Service Hotline.

## ACCESS AND USE

1. I/We agree and understand that you shall initially assign and provide me/us with a pre-generated sixteen (16) digit Visa Debit Card Number and a three (3) digit card verification value (CVV2). I/We agree to assign a Card Personal Identification Number (Card PIN) via digital banking platform for the ATM Channel, which I/We agree not to share and/or divulge to any person. I/We shall hold the Bank free and harmless from any liability arising from any losses should any person become aware of my/our PIN.
2. I/We agree and understand that the VISA Debit Card shall only be valid until its expiration month. Usage beyond the expiration month shall automatically be rejected. I/We agree and understand that any transaction effected by using my/our VISA Debit Card through the following channels shall be conclusively presumed to be done or authorized by me:
  - i ATM Withdrawals by entering my/our Card PIN;
  - ii Purchase transaction via point of sale (POS) terminal by signing of sales voucher; or
  - iii Purchase transaction via internet or mail order by entering at a minimum the card number and CVV2; and
  - iv Purchase transaction via internet or mail order where an OTP was used to confirm the transaction.

3. I/We can access your electronic banking platform twenty-four (24) hours a day, seven (7) days a week. I/We understand and accept that, at certain times, some or all services may not be available due to system maintenance, telecommunication, interconnection or electrical network failure, or other causes which may be beyond your reasonable control.
4. By using your electronic banking platform, I/we acknowledge and agree that I/we will be liable for any misuse of my/our Account or my/our failure to observe these Terms and Conditions. I/We understand and agree that you may at any time deny my/our access to the electronic banking platform if I/we cease to have an eligible Account, misuse my/our Account(s), or if you suspect that my/our Account may have been compromised or used for fraudulent or illegal activities.

## **DEPOSITS, WITHDRAWALS, PAYMENTS & OTHER TRANSACTIONS**

5. In opening an account with you, I/we understand that you are a digital bank which does not maintain physical branches, and agree that my/our deposits, payments, transfers, withdrawals and other products and services will be transacted using your mobile banking application, self-service kiosk, other digital channels, as well as through bank and payment partners such as, but not limited to, ATM Network, Visa, and/or cash agents which you may authorize to provide specific services ("Bank Partners"). I/We agree to check and verify the authority of these Bank Partners prior to transacting with them, and hold you free and harmless from any loss or liability which may arise or relate to my/our transactions with unauthorized Bank Partners.
6. In receiving items for deposit, you shall be deemed to act merely as my/our collecting agent and you shall have no responsibility beyond the exercise of due care in selecting correspondents. Until such time as you are actually paid, you shall have the right to charge back my/our account for any amount previously credited, whether or not the deposited item is returned. You shall not be liable for items lost in transit, including but not limited to checks drawn on you which are not paid because of insufficiency of funds, forgery, unauthorized overdrafts, stoppage of payment or any other reason. I/We shall assume full responsibility for the correctness, genuineness, and validity of all items deposited as well as of all endorsements thereon. You shall not be liable for any loss which I/we may sustain from "subject-to-count" deposits.
7. In making a deposit, I/we agree to assume full responsibility for the accuracy and correctness of the information provided and I/we further agree to hold you free and harmless from any liability for losses due to an incorrect number or any other information provided although the name of the depositor is correctly written.
8. I understand that you provide different types of deposit accounts for my banking needs:
  - i GoTyme Bank Account: A non-interest bearing current account that allows me to shop and access my money anytime through GoTyme Bank's digital channels, linked virtual and physical debit card, and Bank Partners.
  - ii Go Save Account: An interest bearing savings account accessible through GoTyme's mobile application.
9. I understand that interest on my Go Save Account will be calculated based on my daily ending balance of my Go Save account. Interest will be calculated on a daily basis and

will be credited on the first day of each month according to the Bank-determined interest rate as are/will be reflected on the pricing advisories and as the same may be amended, revised, updated and/or supplemented from time to time. I understand and acknowledge that if I close my Go Save account prior to the interest crediting date, I will not receive the uncredited interest calculated for the month. I may move my funds to another account while maintaining my Go Save account open to still be able to receive the interest at the scheduled interest crediting date.

10. By opening my/our account through any of your digital channels, I/we hereby agree and commit to regularly monitor my/our account using such electronic banking application which contains the updated and most accurate information regarding the details of my/our account. If there would be discrepancies noted on any information or balances as shown between any bank statement and the electronic banking application, I/We hereby obligate myself/ourselves to immediately report to you such discrepancies.

I/We recognize that such electronic banking application shows the current and accurate information of my/our account with you especially of my/our Accounts' running balances and corresponding debit or credit transactions made thereto. Hence, any difference that may be noted between your records as reflected in my/our account's electronic banking application and the statement of account or any other paper-based documents in my possession, I/we agree that your electronic records as found in your deposit system will conclusively prevail absent clear and manifest error.

11. Over the counter withdrawals through authorized Bank Partners shall be made by presenting a valid cash out/withdrawal voucher, notwithstanding any document such as transaction slips that may be required by such Bank Partners. I/We will pay any applicable stamp, transmission or other charges related to withdrawals from the Account upon demand.
12. I/We agree and understand that transactions effected by using my/our Visa Debit Card and Card PIN, CVV or other acceptable means of authentication through any electronic banking channel may be presumed to be done or authorized by me/us, in the absence of any such proof claiming otherwise and I/we shall be solely responsible and liable for all these transactions I/we make using your electronic banking platform or the platforms of your Bank Partners, and for paying any and all applicable fees and charges.. I/We shall be solely liable for the consequences of the transactions done or authorized by me/us.
13. I/We agree and understand that you shall have no obligation to verify the authenticity of any of my/our transaction/s other than by means of verification of my/our Visa Debit Card and Card PIN, CVV, or other acceptable means of authentication. The authentication of my/our Visa Debit Card and Card PIN or CVV shall be sufficient authority for you to carry out my/our transactions through electronic banking channels.
14. I/We agree and understand that the reconciling media or records of my/our transaction/s on any electronic banking channel or device shall be the printed transaction receipt, if any, and the displayed output on any electronic device produced by inserting, entering or inputting of my/our Debit Card and PIN or other authenticating factor/s.

## 15. Payments and Transfers

- a. I/We understand that you shall not be responsible for any charges imposed on me/us or any other action taken against me/us by a payee arising from the non-processing of my/our instruction due to any of the following reasons/conditions:
    - Incorrect Account Information, including but not limited to incorrect Account Number, Account Name, and the Payment Amount;
    - Insufficient funds;
    - Closed Account, Hold Account or Dormant Accounts;
    - A court order or competent authority prohibits the Account from being involved in a financial transaction; or
    - Circumstances beyond your reasonable control (including but not limited to fire, flood, severe weather, earthquakes, technical errors, failure of electronic or mechanical equipment or communication lines or other interconnection problems, improper transmission or handling of payments by a third party and/or Bank Partners, or similar events) to prevent the completion of the transaction, despite reasonable precautions I/we have taken.
  - b. For immediate transfer or payment, I/we understand and agree that the amount of the payment instruction including the applicable charges and fees are deducted from my/our Account where the payment came from. The Account must have sufficient funds to cover the amount of the payment instruction plus charges and fees as applicable.
  - c. Applicable charges and fees shall be disclosed prior to my/our confirmation of the payment instruction.
  - d. I/We understand and agree that you are under no obligation or liability to proceed with the processing of a payment instruction unless and until my/our Account has sufficient funds. Only cleared and withdrawable balances shall be considered.
16. Intrabank Fund Transfer. I/We understand and acknowledge that I/we may transfer funds of the same currency between eligible Accounts that are accessible through the electronic banking application.
17. Intrabank Third Party Fund Transfer. I/We understand and acknowledge that I/we may transfer funds from my/our Account to any Account of the same currency.
18. Real-Time Low-Value Interbank Transfers. I/We understand and acknowledge that I/we may transfer funds from my/our Account to any participating bank's account. This transaction shall be subject to applicable bank charges and service fees, as determined by us and our Bank Partners, which shall automatically be debited from my/our Account. The fee will not be refunded if the payment is rejected or otherwise not received by the recipient.
19. Bills Payment. I/We may pay your bills due to various accredited institutions by debiting the amount from my/our Account.
20. Delayed Payments. I/We understand and acknowledge that you will endeavor to process all payment instructions initiated through your electronic banking application promptly but there may be delays that are caused by factors beyond your control. I/We understand and

agree that if I/we are reasonably aware that there are technical problems affecting an instruction, your liability is limited to correcting any errors and refunding any fees that may have been charged to me/us as a result of any delay for the particular transaction.

21. Scheduled Payments (except Interbank Transfers)

- a. I/We can schedule a payment instruction up to twelve (12) months in advance as either a one-time payment or a recurring payment. I/We understand and agree to check the status of my/our payment instructions after the scheduled payment date to ensure that it was successfully completed.
- b. I/We are responsible for ensuring that there is sufficient balance on the source account during the start of day for any scheduled payment.
- c. I/We understand and agree that a scheduled payment may not be successfully processed if:
  - there is insufficient available balance in the Account at the scheduled time and date of the transaction;
  - the payment will exceed the daily limit for the payment method (if applicable);
  - an invalid Account is selected;
  - any of the reasons/conditions in No. 13(a) apply; or
  - The payee is unable to receive payment for any reason at the time that payment is scheduled.
- d. I/We may cancel or edit the amount of a scheduled payment that is still pending. A change to the scheduled payment will change the other scheduled payments to the same payee or the Recurring payment arrangement. I/We understand that once a payment instruction has been processed, it cannot be cancelled or edited.

22. I/We agree that you accept no responsibility for the refusal of any Merchant Establishment to honor the Visa Debit Card. You shall not incur any liability for such refusal, nor do you accept any responsibility for any proceeding, judicial or administrative.

23. I/We agree to fully comply and abide by the provisions of Republic Act No. 8484 or the Access Devices Regulation Act of 1998 governing the use of access devices in commercial transactions.

24. Daily Limits. I/We understand and agree that there is a Daily Payment Limit or the maximum amount I/we may transfer from my/our Account per day which may be found on the Limits page of your electronic banking application and/or your website. I/We will not be allowed to make any payment or transfer if I/we exceed the Daily Payment Limit. I/We understand that your Bank Partners may also impose other limits on transactions. I/We also understand that it is my responsibility to constantly check and monitor your electronic banking application and website for adjustments and changes to the Daily Payment Limit, which may be made by you from time to time, before making any payments and/or transfers.

25. I/ We understand and agree that you make no representations about the quality of the goods and services offered by third parties providing benefits, such as discounts, to me/us. You will not be responsible if the goods or service are in any way deficient or otherwise unsatisfactory. Should there be any complaint relating to any Merchant Establishment, the matter should be resolved with the Merchant Establishment and failure to do so will not relieve me/us from any obligations with you.

26. You shall not be responsible or liable for any diminution due to taxes or imposts or depreciation in the value of funds credited to the account (which funds may be deposited by you in your name and subject to your control with such depository/ies as you may select) or for the unavailability of such funds due to restrictions on convertibility, moratoriums, requisitions, involuntary transfer, distraints of any character, exercise of military usurped power, acts of war or civil strife or other cases beyond your control.

## **OTHER ACCOUNT SERVICES**

27. I/We understand and acknowledge that the following non-transactional services are available through your electronic banking platform:

- a. Account Balance Inquiry. I/We may view my/our Account information (such as transactions and balances) and view up to six (6) months of transactions for eligible Accounts.
- b. Report Lost Card. I/We can suspend the use of my/our Visa Debit Card as of the date and time of my/our request, provided that I/we have entered the required information.
- c. Change Password. I/We may change my/our password, PIN and other acceptable means of authentication by going to your electronic banking application at any time. I/We will be asked to enter my/our old password, PIN or other authentication information for security. The new password must comply with the password and other relevant policies you have set. My/Our password, PIN and other relevant authentication information will automatically expire after ninety (90) days. If I/we choose to waive the change, I/we may continue to use my/our current password.
- d. Updating my/our Contact Details.
  - Email address – I/We agree to keep my/our email address current. I/We understand that I/we may update my/our email address through your electronic banking application. I/We further understand and acknowledge that if I/we do not provide you with a correct and current email address, you may not be able to provide me/us access to your electronic banking application and I/we may not receive important information regarding my/our Account(s).
  - Mobile phone number – I/We agree to keep my/our mobile phone number current. I/We understand that I/we may update my/our mobile phone number through your electronic banking application. I/We understand and agree that you may use my/our registered mobile phone number to send me/us the One Time PIN (OTP) and any information relevant to the electronic banking application.

## **STATEMENTS OF ACCOUNTS AND NOTICES**

28. I/We have full responsibility for monitoring all information and transactions available to me/us through your electronic banking application.
29. I/We understand and agree that Statements of Account will be sent to me/us through electronically. I/We also understand that should I/we request, I/we may be furnished printed copy/copies of my/our Statement of Account upon payment of the applicable fees.



30. I/We shall carefully check all entries in the Statement of Account sent to me/us and reconcile the same with other bank documents and with the current information indicated in my/our Accounts in your electronic banking application. I/We shall notify you immediately, which in no case shall not be later than ten (10) days from receipt of the Statement of Account, if I/we become aware of any inaccurate information in your records or instruction history. If you do not receive any communication regarding the statement within the said period, said Statement of Account shall be conclusively considered complete and correct. I/We understand and agree that you will not be liable for any loss whatsoever if I/we fail to notify you of any such inaccurate information, or if I/we do notify you, the circumstances were such that you could not reasonably avoid or have avoided such loss from occurring.
31. I/We shall promptly notify you of any change of email address or other changes to the information we provided you. Correspondence sent to my/our registered email address shall be deemed to have been received by me/us. It is my responsibility to ensure that my registered email address is able to receive our correspondences by: 1. Making sure that my inbox has enough space to avoid emails from bouncing; 2. Fixing my settings to ensure that your email is not automatically sent to my junk or spam folder; and 3. Implementing other such means, methods, and best practices which are necessary.

#### **GENERAL TERMS AND CONDITIONS**

32. You may, at any time at your discretion , upon prior notice to me/us, set off matured or unmatured obligations , that may be owing to you by any one of us, any and all moneys which may be in your hands or otherwise belonging to me/us. I/We shall remain liable for any deficiency. My/Our monetary obligations hereunder shall earn interest at market rates from the time that they are due until the same are fully paid. Provided, that for unmatured obligations, notice to me/us for set off must be accompanied by a declaration of default in any of the products, whether or not it is related to the unmatured obligations, that I availed from you.
33. You may, at any time and at your sole discretion, discharge your entire liability with respect to the Account by mailing me/us, at my/our email address appearing in your records, together with such other documents or instructions, if any, which in your sole discretion may be necessary to transfer such funds to me/us.
34. My/Our Account is subject to and shall be governed by all pertinent laws, the rules and regulations of the Bank, the Bankers Association of the Philippines (BAP), the Anti-Money Laundering Council (AMLC), Philippine Clearing House Corporation (PCHC), Bancnet, Visa, Philippine Payments Management Inc. (PPMI), and the Bangko Sentral ng Pilipinas (BSP). In the event that my/our Account is closed by you, you are authorized to volunteer, provide and disclose information on or affecting my/our Account to members of the BAP, the AMLC, the BSP, credit bureaus, or any central monitoring body created to monitor and keep record of undesirable bank account/account holders and other purposes provided under relevant laws and regulations.
35. In the event that the BSP, or any other governmental body/agency, or any competent court, should declare that any deposit, service, or other product of the Bank is in violation of any existing law, regulation, policy, or circular, I/we agree and understand that the Bank should perform actions and exert its best efforts in order to comply with the BSP and/or

any other government body agency, or any competent court's instructions and/or orders to mitigate the effects of such violation, even if such actions may affect the deposit, services or other products that I have and/or receive from the bank.

36. I/We recognize your right to unilaterally close my/our Account, without prior notice to me/us, in the event that it should be improperly handled, e.g. (i) drawing, issuing, or endorsing checks to said Account without funds to support the checks, or against insufficient funds; (ii) kiting; (iii) frequent issuance of checks with signatures that differ from the specimen signatures on file; (iv) previous involvement in, an attempt to commit fraud, money laundering, terrorist financing, or other unlawful activities as indicated by reports received, whether or not such reports are confirmed; (v) discovery by the Bank of any misrepresentation or inaccurate/false/fraudulent data provided by me/us to the Bank; (vi) failure to provide additional information and documents, or update my/our information upon request by the Bank; or (vii) other similar or analogous transactions which you may deem unsatisfactory. My/Our Account may also be unilaterally closed by the Bank without cause by giving one (1) month notice in writing prior to the intended date of closure.
37. Notice of closure of my/our Account shall be sent by email to my/our registered e-mail address. Balance remaining in my/our Account, if any, shall be released following instructions provided in the notice of closure. In cases where my/our identity, information, or other personal circumstances is/are in question, I/We hereby authorize you to keep the proceeds of such closed account until I/we can, to your satisfaction, properly identify myself/ourselves or validate my/our personal circumstances.
38. In case the Account is mishandled by me/us, you shall have the right to impose or deduct therefrom an amount to cover penalties, fines, and charges in accordance with your rules and regulations. You may also impose and deduct in other instances such other fees in accordance with such rules and regulations.
39. In cases of remittances, including payments, fund transfers, I/we hereby authorize you to reverse the transaction and credit/remit back to the Bank or account of origin said remittance/s, even though the same may have already been duly credited to my/our account, should you deem the acceptance by you of said remittance to be, in your sole discretion, a possible violation of any Anti-Money Laundering Law, Anti-Terrorism Financing Act, Cybercrime Prevention Act, Access Devices Regulation Act, regulation, or policy or any other regulation, law or policy, or the remittance or credit was a clear and manifest error (whether now existing or in the future), and I/we agree to render you free and harmless from any damage, suits, fees, cost, or charges, arising out of, whether directly or indirectly, the rewiring of such remittance/s.
40. In instances where temporary overdrawings or drawings against uncollected funds are allowed under express agreement or prior arrangement, or as a result of an error, interest on the overdrawn amount shall be collected at the prevailing market rate and I/we shall be liable for the total amount withdrawn plus the interest due thereon.
41. I/We shall maintain the minimum balance that you shall require for the Account, which minimum balance you may increase or decrease from time to time without the need of my/our prior consent. If the balance falls below said minimum balance, I/we shall pay a service charge as may be imposed by the Bank. For more information on the minimum balance, please visit our website at <https://www.gotyme.com.ph/faqs/>. For more



information on the applicable service charges, please visit our website at <https://www.gotyme.com.ph/faqs/>.

42. I/We shall immediately notify you in case of loss or compromised security of my/our Visa Debit Card, digital banking credentials or other evidence of the Account and shall be liable and indemnify you for any damage caused by such loss. This notwithstanding and on account of the account information available under your electronic banking application which allows me to access and monitor my/our account electronically, I/we agree that your record appearing in your system shall be conclusive upon me/us absent clear and manifest error.
43. The provisions of Article 1250 of the Civil Code of the Philippines shall not be applicable.
44. I/We understand and agree that my/our Account/s shall be subject to applicable laws, rules and regulations issued or administered by the Philippine Deposit Insurance Corporation (PDIC), including the insured value of my/our Account/s. Maximum deposit insurance for each depositor is Five Hundred Thousand Pesos (Php500,000.00).
45. Unless otherwise advised, you shall automatically roll over/renew my/our account at every maturity.
46. Each of us hereby authorizes and empowers any of the others to endorse for deposit in the Accounts any and all checks, drafts, notes, or other instruments for the payment of money, payable or purporting to belong to any one or more of us. Should any such instrument(s) be received by the Bank without being so endorsed, the Bank is hereby authorized to endorse it (them) on our behalf and credit the same into our Account. I/We assume full responsibility for the correctness, genuineness, and validity of all endorsement appearing on the checks or other items deposited to my/our Account.
47. In compliance with law, we attest under pain of perjury that all withdrawals that any or all of us will make from this account will be understood to have been made with an explicit affirmation that all the account holders are still living on the date of such withdrawals and that any attestation, if any, that any or all of us will make as to the existence of all accountholders, may be fully relied on by you at your discretion, but without obligation to do so, for which you shall be kept free and harmless for such reliance by all of us.
48. Your liability for any and all damages arising from oversight, operating errors, non-return of items, payment on stop payment items and similar acts of inadvertence shall be limited to the actual damages proved but in no case to exceed Ten Thousand Pesos (PHP 10,000.00) or to be reasonably determined.
49. In case you are compelled to take judicial or extrajudicial action to enforce collection of any amount or debt arising out of the Account, I/we shall indemnify you for attorney's fees in the amount of at least 10% of the total amount due, including accrued interests. Venue of such actions or any action hereunder shall be Quezon City, Philippines or any other place, at your sole option.
50. You shall have the right to amend or supplement these terms and conditions from time to time without notice to us which shall be effective on the date specified by you. Any such change may be effected by posting notice thereof through either of the following: GoTyme Website, Email, SMS, other digital banking channels, or other means

as you may deem necessary and at your option. My/Our continued usage and/or availment of the Accounts, products, services, and facilities after the effective date of such change shall be deemed to constitute my/our acceptance of the changes and/or revisions without reservation.

## FEES AND CHARGES

51. There is no fee for accessing GoTyme's electronic banking platform. I/We understand and agree that fees and charges may apply for the processing of some transactions, and that you have the right to, and may at your sole discretion, charge and revise from time to time the applicable fees in relation to my/our use of your electronic banking platform or the platforms of your Bank Partners. The schedule of fees and charges shall be made available on your electronic banking application and/or the website. It is my duty to check your electronic banking application and/or the website for the updated schedule of fees and charges. I/We understand and acknowledge that you will endeavor to give reasonable notice to me/us of the any changes to the charges, rates, fees and/or other relevant information by posting the foregoing on your website or electronic banking application at least sixty (60) calendar days before they become effective, provided that the variation is within your control. The obligation to give you advance notice does not apply if variations are required in an emergency or where it is not practical to give such advance notice. For more information on the applicable transaction/processing fees, please visit our website at <https://www.gotyme.com.ph/faqs/>.

52. Maintenance Fee. A monthly maintenance fee will be charged for accounts falling below the required minimum Average Daily Balance (ADB), as applicable.

Service Charge for Early Closure. At the Bank's discretion, a service fee may be charged to accounts closed within ninety (90) calendar days from its opening. For more information on the monthly maintenance fee/closure fees, please visit our website at <https://www.gotyme.com.ph/faqs/>.

53. I/We agree and understand that you shall impose a service charge for cash withdrawals and balance inquiry using the network of our Bank Partners. I/We acknowledge and agree that I/we are responsible for all transfers and payments I/we make using your electronic banking platform or the platforms of your Bank Partners, and for paying any and all applicable fees and charges.

54. I/We agree and understand that you may collect or impose an administrative fee for cross-currency transactions made via the network of our Bank Partners.

55. I/We agree and understand that you, by default, shall debit the transaction amount in the currency that the Account is maintained. In case the transaction was made using a different currency, your prevailing exchange rate shall be used.

56. The corresponding fee will be displayed prior to processing a transaction. I/We may proceed or cancel the transaction at this point. The nominated Account will be charged the corresponding fees at the time of processing the transaction.

57. I/We authorize you to debit my/our Account for all fees for the provision and/or use (authorized or unauthorized) of your electronic banking platform.

58. I/We understand that you will not charge me/us a fee for sending an OTP to my/our mobile phone. I/We understand however that my/our mobile phone service provider may impose fees and charges, including fees and charges for sending and receiving SMS messages. The payment of any such fees and charges is my/our responsibility as mobile phone account holder.

## **ACTIVATION, MAINTENANCE AND SECURITY**

59. I/We agree and understand the corresponding risks entailed in opening an Account with a digital bank like GoTyme Bank, and carrying out financial and non-financial transactions through an electronic banking channel. We agree to visit your website to know more information pertaining to the security of transacting through electronic channels and/or platforms.
60. I/We agree to activate and sign my/our VISA Debit Card through your self-service kiosks. Once activated, my/our Visa Debit Card shall remain in full force and effect until you receive a written notice from me/us of its termination, for reasons you may determine;
61. I/We understand and agree to use care when choosing my/our User ID and password or PIN. I/We shall avoid easily guessed words and numbers that can easily be associated with me/us, such as my/our date of birth, mobile number, driver's license number, or part of my/our name. I/We understand and agree (i) that my/our User ID, password, PIN and other means of authentication are exclusively for my/our use; (ii) to take reasonable precautions to safeguard my/our User ID and password; (iii) to never leave my/our device unattended while using your electronic banking platforms and always exit the application by logging out after each use.

I/We understand and agree that if I/we enter my/our password, PIN or other means of authentication incorrectly for three (3) consecutive times, access to the electronic banking platform may be temporarily disabled. I/We understand further that I/we may change or reset your password at any time within the GoTyme app.

62. In using your mobile banking application, I/we have the option to activate the biometric sign-in (if your mobile device allows control access) using any biometric that you store in the mobile device. If I/we wish to use the fingerprint sign-in, I/we should ensure that only my/our fingerprint is stored on the mobile device. I/We understand and agree that each time the mobile device registers a biometric sign-in to authorize any transactions through the electronic banking platform, I/we instruct you to perform those transactions.
63. I/We understand and agree that my/our User ID together with my/our password, PIN, biometric and/or other means of verification which you may implement, will be used to authenticate me/us when I/we use your electronic banking platforms. I/We authorize you to allow any transaction or act on any instruction received on my/our Account for which the correct user ID together with my/our password, PIN, biometric and/or other means of authentication have been provided.
64. I/We acknowledge and agree that, if I/we permit another person or persons to use your electronic banking platform and/or give them my/our User ID and password, PIN, biometric

and/or other means of authentication, I/we are responsible for any transfer or payment that person has made from my/our Account. I/We further understand and agree that such sharing is a violation of these Terms and Conditions and we remain responsible for any loss, damage or liability which may arise as a result of such sharing.

65. I/We understand and agree that it is my/our responsibility to ensure that any electronic device I/we are using to access your electronic banking platforms is protected and secured, ensuring that is not used by anyone other than me and it does not have any viruses or any form of program capable of recording sensitive information. I/We also understand and agree I/we may be responsible for loss, damage or liability you may suffer as a result of, or relating to, any improper, fraudulent access or utilization of your electronic banking platform due to theft or unauthorized disclosure or username, passwords, Card PIN or other means of authentication, or violation of other security measures with or without my/our participation.
66. If I/we suspect that my/our Account has been breached or its security compromised, my/our mobile device has been lost, stolen or misused, my/our cash-out voucher has been lost or stolen, or an unauthorized transaction has occurred, I/we must immediately:
- call your Customer Service Hotline; and
  - change my/our password, PIN or other means of authentication.

Any instruction/s and/or request/s you have received and has/have been identified by the use of my/our User ID and password, Card PIN, CVV or other means of authentication, prior to informing you of such breach, loss or unauthorized use or disclosure shall be deemed to have been issued by me/us notwithstanding that such instruction/s and/or request/s may have been issued by a third party, whether authorized or otherwise, and that I/we shall be bound by and be responsible for any such instruction and request to the extent permitted by law.

67. I/We understand and agree that you may tell me/us to use a new password, PIN or other means of authentication to access my/our Account for security reasons or if you have suspended, disabled, restricted or blocked my/our access to your electronic banking platforms.
68. I/We understand and agree that you may deny me/us access to your electronic banking platform without giving any reason or any prior notice should you reasonably believe my/our access should be temporarily disabled or terminated. This includes where you believe that there is a risk of fraud or security breach, when required under laws and regulations, or where I/we have not accessed the application for a period of six (6) months or more.
69. I/We understand and agree that for transactions that require enhanced authentication to be processed, you will send a One-Time PIN (OTP) by SMS to my/our registered mobile number, and I/we will need to promptly enter the OTP in the electronic banking application. I/We further agree to register a mobile number that is active and is used only by me/us. I understand that if I/we update my/our mobile number, you will send an SMS to the new number.

70. I/We understand and acknowledge that if you need to carry out maintenance or improvement work to any of your electronic banking platforms or if you are required to do so by circumstances beyond your reasonable control, you may withdraw or suspend the particular service/s so that it ceases to be available to any of your customers. If you do this, you endeavor to give me/us prior notice by either putting a notice via website, digital banking platform, SMS, or means you deem necessary, at our discretion. I/We also understand that you may be unable to give me/us prior notice if the maintenance or repair work is urgent and important or due to circumstances beyond your reasonable control.

## **ADDITIONAL PROVISIONS ON HANDLING OF ALL DEPOSIT ACCOUNTS**

70. I/we agree not to give or hand over my/our cash/checks for deposit or cash-in to my/our Account to any Bank officer, employee, personnel, or any third party in any place, except only to authorized cash agents, and not to leave cash/check deposits with authorized cash agents without demanding my/our copy of duly validated deposit slip, or relevant evidence of deposit. Neither shall I/we ask, allow, or require any cash delivery from any Bank officer, employee, or personnel.
71. I/We agree not to appoint/make any Bank officer, employee, personnel, vendors, contractors or authorized cash agents as my/our agent or representative to make deposits to, withdrawals from, or operate any of, my/our Accounts with the Bank or to safekeep any withdrawn cash or deposit related documents on my/our behalf. Neither shall I/we give oral instructions to any Bank officer, employee, personnel, vendors, contractors or authorized cash agents to implement transactions on my/our Account unless covered by appropriate written, filled-out, and duly signed documents by me/us and submitted to the Bank or Bank Partners at the time of the transaction. For avoidance of doubt, I/we agree to absolutely not instruct any Bank officer, employee, personnel, vendors, contractors or authorized cash agents to make any transaction on my/our Accounts that is subject to subsequent documentation or regularization.
72. Consistent with existing BSP regulations, I/we agree not to ask, require, or allow any Bank officer, employee, personnel, vendors, contractors or authorized cash agents to prepare or fill-out for me/us the deposit or withdrawal slips or other required forms.
73. I/We agree to hold the Bank, its stockholders, directors, officers, employees or agents, free and harmless from any loss, damage, or injury arising from, related to, or in connection, with any of my/our violation of any of the foregoing stipulations in Nos. 70, 71 and 72 hereof and I/we undertake to defend the Bank, its stockholders, directors, officers, employees, or agents from any suit, action, or proceeding at my/our cost arising from, related to, or in connection therewith.

## **MISCELLANEOUS PROVISIONS**

74. I/We understand and agree that Gotyme Bank, its stockholders, directors, officers, employees and representatives will not be held liable for any loss, damage or liability resulting from circumstances over which you have no control, including but not limited to, failure of electronic or mechanical equipment or communication lines or other interconnection problems, bad weather conditions, earthquakes, floods or other such similar events beyond your reasonable control.

75. Dispute over Account Funds. The Bank may refuse to pay out any money from an Account until any dispute over the deposits or funds (including, without limitation, any dispute over the persons who are authorized to represent or act for the Depositor/Customer) have been resolved by a court, or by agreement of the parties that is documented to the Bank's satisfaction. The Bank may, at its own discretion, also exercise such other remedies available under the law, file for an action for interpleader with respect to any money where the Bank has been notified of disputed claims to that money, or the Bank has a reasonable ground to believe that a dispute over the deposits or funds exist. If any person asserts that a dispute exists, the Bank is not required to determine whether the dispute has merit in order to refuse to pay funds or interplead the funds. The Depositor/Customer agrees to reimburse the Bank for any expenses, including legal and attorney's fees that the Bank incurs because of any dispute.
76. I/We understand and agree that where particular transactions, products and services are subject to specific terms and conditions that I/We entered into with you, insofar as not inconsistent herewith, or that are applicable from time to time, such terms and conditions shall take precedence.
77. These Terms and Conditions, together with any addenda, schedule, written agreements and other applicable and existing GoTyme Bank rules and regulations shall represent my/our common understanding. If any of the provision under these Terms and Conditions shall hereinafter be declared unenforceable, all other remaining provisions shall remain in full force and effect.

## **CONFIDENTIALITY AND PRIVACY**

78. I/We further agree to waive my/our right to secrecy of the bank deposits under Section 2 of Republic Act No. 1405 or "An Act Prohibiting Disclosure of or Inquiry into Deposits with any Banking Institution and Providing Penalty Therefore", and Republic Act No. 8791 or the General Banking Law of 2000 for purposes of providing banking products and services, and as may be required under relevant laws and regulations.
79. I/We acknowledge and accept that, the Bank: (a) may collect, use and process my/our personal data/information in relation to services and facilities of my/our Account; (b) there is disclosure of my/our personal, sensitive personal, and financial information (hereafter, the "Disclosed Information") to your Affiliates or Bank Partners or such other third party or their sub-processors exclusively for the purpose of providing and facilitating your services under my/our Account, Visa Debit Card, and other products which I/we may avail now or in the future in accordance with these terms and conditions and your Privacy Consent and Notice. Such disclosure and use of information may be necessary or inevitable for the purposes of giving effect to any electronic instruction from me/us and/or facilitate or enable the use of my/our Account or avail of other products and services, to fulfill any legitimate interests of the Bank, to comply with existing laws and regulations, and to protect the Bank's lawful rights and interests in legal proceedings and/or in the establishment, exercise or defense of the Bank's legal claims. Failure to allow such disclosure, access to or use of my/our information may result in your inability to offer or continue to offer services and facilities related to my/our Account.
80. I/We authorize you, your directors, shareholders, officers, employees, contractors and authorized agents to disclose any and all of my relevant information with you to the Bangko Sentral ng Pilipinas (BSP), Securities and Exchange Commission ("SEC"),



Credit Information Corporation (CIC), Credit Management Association of the Philippines (CMAP), Negative File Information System (NFIS), other credit bureaus, the courts, the Philippine National Police ("PNP"), the National Bureau of Investigation ("NBI") and/or government/regulatory bodies whose reporting is mandated by law, rules and regulations and when you are required by such regulatory bodies and/or by law to make such disclosures. For avoidance of doubt, I/We am/are expressly authorizing you, knowingly fully well my rights of confidentiality under the law, to disclose my bank/deposit account information and/or my information with Philsys, including my Philsys Identification card (if I/We chose to submit this to you), for the purpose of your compliance with an order, warrants, request, subpoena and/or requirement of any government/regulatory body and/or by law to make such disclosures.

81. I/We understand, agree and authorize the Bank to obtain personal, sensitive personal and financial information from the Philippine Statistics Authority (Philsys), other government agencies, credit bureaus and other third parties to verify my identity and information submitted to the Bank, evaluate my credit standing, and other legitimate purposes under the Data Privacy Act.
82. I/We understand and agree to provide you with any information or documentation that you may reasonably request relating to my/our use of your electronic banking platform or availment of your products and services, and shall cooperate with you in any related investigation or litigation. In addition, I understand that any information and/or documentation that I provide to you will be stored "as-is". I am expressly authorizing you to completely store any and all information and/or documentation that I/We provide to you until such time that such information and/or documents have served their purpose.
83. In the event that I/we provide personal, sensitive personal and financial information, relating to third parties, I/we hereby: (a) confirm that I/we have obtained his/her consent or are otherwise entitled to provide this information to you and for you to use it in accordance with the specified transaction/s with the Bank; (b) agree to ensure that the personal, sensitive personal and financial information of the said third parties is accurate; and (c) agree to update you in writing in the event or any material change to the said personal, sensitive personal and financial information.
84. Your authority to collect, use or disclose the Disclosed Information as set out in Clauses 79 and 80 above shall survive the termination of the services covered under this Terms and Conditions insofar as such continued collection, use or disclosure of the Disclosed Information remains necessary to fulfill any and all legal obligations the Bank or I/we may have relative to the prior provision of services to me/us, to fulfill any legitimate interests of the Bank, to comply with existing laws and regulations, to protect the Bank's lawful rights and interests in legal proceedings and/or in the establishment, exercise or defense of the Bank's legal claims. Our rights and abilities in Clauses 79 and 80 above shall be in addition to and without prejudice to our other rights of disclosure pursuant to these Terms and Conditions, Privacy Consent and Notice, and Data Privacy Act.
85. I/We agree that I/we have full and sole responsibility over the truthfulness and accuracy of the personal data that I/we will provide you in relation to herein services. Neither you nor any of your personnel shall be liable for any loss or damage suffered by me/us or any user as a result of any disclosure of any information which I/we have consented you to collect, use or disclose for the purposes provided in this clause or where such collection, use or disclosure is allowed under the applicable laws in the Philippines.

## COMPLAINTS HANDLING

86. I/We understand that GoTyme is regulated by the Bangko Sentral ng Pilipinas with contact number (+632) 8708-7087 and with email address [consumeraffairs@bsp.gov.ph](mailto:consumeraffairs@bsp.gov.ph), and webchat at [www.bsp.gov.ph](http://www.bsp.gov.ph). Should I/we have any complaints or concerns regarding my/our Account/s or other banking products and services such as discrepancies in transaction records, unauthorized transactions, loss or theft of my Visa Debit Card, we will contact you thru your Customer Service Hotline #468888, in-app chat, social media (including but not limited to Facebook, Instagram, X, TikTok) & email at [help@gotyme.com.ph](mailto:help@gotyme.com.ph), twenty four (24) hours a day, seven (7) days a week including select holidays..
87. I/We understand that in order for you to help and resolve the complaint as quickly as possible, I/We need to provide sufficient information depending on the nature of concern or complaint.
88. I/We understand that you shall notify me/us on the resolution of my/our complaint within nine (9) calendar days for simple complaints and up to forty-seven (47) calendar days for complex complaints, both counted from your receipt of my/our complaint; Provided, that you may notify us if the complex complaint cannot be resolved within the timeframe and I/We agree that the timeline can be extended for an additional period which shall not exceed forty-five (45) calendar days.
89. I/We authorize you to record, store, replay and communicate to any third party, pursuant to any lawful purpose, all telephone conversations between you or your duly authorized representatives and me/us.
90. I/We likewise understand and agree that such taped or recorded conversations/instructions shall be conclusive evidence of my/our communication with you and may be used by you as evidence in failure to effect any payment transaction that I/we may undertake via any electronic channel using my/our Visa Debit Card and Card PIN or CVV. In the event of the same, I/We also agree to indemnify the Bank, its stockholders, directors, officers, employees and representatives for any damage, loss or liability arising therefrom.

## TECHNICAL DATA

91. I/We acknowledge and accept that, the Bank may use, collect and process technical data and related information that identifies my/our device, including but not limited to my/our unique device ID, operating system, application software, and peripheral hardware.

## GO REWARDS MEMBERSHIP PROGRAM

### GO REWARDS ACCOUNT OPENING

92. By opening a GoTyme virtual debit account, I/we agree and understand that I/we am/are required to be a member of Go Rewards. To be clear, each GoTyme account, which can be held by only (1) person, can be linked to only one (1) Go Rewards Account. Go Rewards is a loyalty program owned and administered by Data Analytics Ventures, Inc.

(DAVI), a subsidiary of JG Summit Holdings Inc., where members may enjoy many rewards and benefits, including the ability to earn and redeem Go Rewards points, access exclusive partner promotions or offers, and avail other privileges or opportunities in accordance with the rules and provisions set out in the Go Rewards Terms and Conditions.

93. I/we understand that you do not own, manage, or have control over DAVI's Go Rewards loyalty program.
94. If I/we am/are an existing Go Rewards member, I/we understand and agree that upon opening of a GoTyme virtual debit account, my existing Go Rewards account will be automatically linked to my/our GoTyme virtual debit account by matching the mobile number and date of birth I/we registered with Go Rewards. In the event that I/we do not have an existing Go Rewards account, I/we understand and agree that I/we will be assigned a pre-generated Go Rewards Number to open my Go Rewards account.
95. I/We understand and agree that upon creation of my/our Go Rewards account, I/we will be bound by the Go Rewards Terms and Conditions (available at [www.GoRewards.com.ph/terms-and-conditions](http://www.GoRewards.com.ph/terms-and-conditions)) and Privacy Policy (available at <https://www.GoRewards.com.ph/privacy-policy>), including all amendments as may be made by Go Rewards in its sole discretion from time to time.

## **GO REWARDS POINTS EARNING**

96. I/We understand that to earn Go Rewards Points from you, I/we must meet all the eligibility requirements and comply with the mechanics as determined by you and DAVI which are contained in these Terms and Conditions.
97. I/We understand that the earning of Go Rewards Points is subject to availability and that you may, at any time and for any reason, suspend or cancel this feature of earning of Go Rewards Points.
98. I/We accept the following eligibility requirements and mechanics:

### **98.1 Qualified Purchases**

- 98.1.1 In order for me to earn points, I/we must be a GoTyme Bank account holder and my GoTyme Account must be linked to Go Rewards at the time of purchase.
- 98.1.2 Purchases using the following modes of payment with GoTyme Bank will be deemed "Qualified Purchases" that will earn Go Rewards points:
- 98.1.2.1 GoTyme Debit Card Payments;
  - 98.1.2.2 Payments to QR Ph Merchants using GoTyme Bank's electronic banking platform;
  - 98.1.2.3 Bills Payment using GoTyme Bank's electronic banking platform ("In-App Bills Payment"); and
  - 98.1.2.4 Value-Added Service Purchases using GoTyme Bank's electronic banking platform ("Buy load").

#### **A. GoTyme Debit Card Payments**

98.1.3 I/we must personally use my own GoTyme Debit Card to be awarded Go Rewards Points. My purchases must be for personal use.

98.1.4 I/we understand that I/we will earn Go Rewards Points at the following rates:

98.1.4.1 For GoTyme Debit Card Purchases at participating stores, I/we will be awarded Go Rewards points based on the points earning scheme specified by GoTyme.

The maximum points multiplier for participating stores may vary from time to time and will be communicated through official channels. The participating stores and their corresponding points scheme for GoTyme Debit Card Purchases are reflected on the website link:  
<https://www.gotyme.com.ph/media/stories/go-rewards-points/>.

For Debit Card Purchases at non-participating stores, I/we will be awarded 1 Go Rewards Point for every PHP 600 spent based on the final receipt amount paid using my/our GoTyme account.

#### **B. Payments to QR Ph Merchants**

98.1.5 For Payments to QR Ph Merchants, I/we will be awarded at the rate specified on the GoTyme website: <https://www.gotyme.com.ph/faqs/>

#### **C. In-app Bills Payment**

98.1.6 For In-app Bills Payment, I/we will be awarded at the rate specified on the GoTyme website: <https://www.gotyme.com.ph/faqs/>

#### **D. Value-Added Service Purchases**

98.1.7 For Value-Added Service Purchase, I/we will be awarded at the rate specified on the GoTyme website: <https://www.gotyme.com.ph/faqs/>

#### **98.2 Additional Terms for Qualified Purchases**

98.2.1 I/we will receive Go Rewards points in the Go Rewards account linked to my GoTyme account used for the purchase within ten (10) working days. Should any issues arise with the crediting of Go Rewards points, I/we hereby agree to notify you immediately in writing within thirty (30) calendar days from the date of successful Qualified Purchase, otherwise, it will be conclusively presumed that the Go Rewards points that were or were not credited to my account was accepted by me to be accurate, complete, and correct.

98.2.2 I/we understand that if you confirm or suspect me of using fraudulent, invalid, or abusive devices, means, or methods, that I/we shall be disqualified from earning/receiving/using Go Rewards points. Further, I/we understand that any

Go Rewards points already awarded to me may be reversed by you at your sole discretion. If my/our Go Rewards points balance is insufficient to cover the Go Rewards points to be reversed or clawed back at the time of withdrawal or claw back, you reserve the right to: (i) debit the balance of my Go Rewards points not withdrawn; and/or (ii) proceed with the claw back of points when my balance becomes sufficient; and/or (iii) debit the amount of PHP 1 per Go Rewards Point not withdrawn or clawed back from any of my accounts with you; after prior notice to me, at your discretion.

### 98.3 Promotional Earnings

- 98.3.1 I/we understand that I/we may earn Go Rewards points through promotions, subject to each one's promotions mechanics.
- 98.3.2 I/we understand that promotions mechanics will be available on your website, electronic mobile banking application and/or on any of GoTyme's or Go Rewards' channels.
- 98.3.3 It is my/our responsibility to read and understand the promotion mechanics of each promotion.

### **GO REWARDS POINTS REDEMPTION AT GO REWARDS PARTNER ESTABLISHMENTS**

- 99 I/we understand that these terms will only apply if I/We redeem my Go Rewards points using my/our electronic mobile banking application, GoTyme VISA debit card, Go Rewards mobile application and Go Rewards membership card at Go Rewards Partner Establishments. A list of Go Rewards Partner Establishments may be found <https://www.gorewards.com.ph/partners>.
- 100 I/we may redeem my Go Rewards points in my electronic mobile banking application with you to make purchases at or claim rewards from Go Rewards and its partner establishments in accordance with the Go Rewards Terms and Conditions and the redemption mechanics and terms and conditions of the relevant Go Rewards partner establishment.
- 101 At the aforementioned Go Rewards partner establishments, subject to merchants' available payment facilities, I/we may pay for my purchases by redeeming my/our available Go Rewards points using my/our electronic mobile banking application with you, GoTyme VISA debit card, GoTyme QR Ph Merchants, Go Rewards mobile application or Go Rewards membership card at the rate of 1 Go Rewards Point per Philippine Peso or at such any other rate as may be determined by the redemption mechanics and terms and conditions of the relevant Go Rewards partner establishment.
- 102 In the event of cancellation or refund of purchases made using Go Rewards points, I/We understand that I/We will only receive the equivalent Go Rewards points spent on the cancelled or refunded purchase and that the Go Rewards points will not be returned to me in cash or its equivalent.

## **GO REWARDS POINTS REDEMPTION FOR CASH**

- 103 I/We confirm that Go Rewards Points may be redeemed as cash at the prevailing rate at the time of the transaction, which is available on GoTyme website at <https://www.gotyme.com.ph/faq/>. Provided, that you may suspend or cancel this feature or change the rate at anytime and at your discretion.
- 104 You reserve the right to deny my request or limit the quantum of points redemption for cash under the circumstances including but not limited to: suspected fraudulent activity or GoTyme account is suspended or closed.
- 105 Upon your acceptance of my request, you may credit the proceeds of the redemption to my/our GoTyme account.
- 106 I/we understand that you may reverse the crediting of the proceeds of the redemption to my/our GoTyme account at your sole discretion. If your account balance is insufficient to cover the Go Rewards points that need to be reversed at the time of reversal, you reserve the right to either debit my account when it becomes sufficient or to debit the equivalent amount of Go Rewards Points redeemed from your balance, with prior notice to me/us, at your discretion.

## **OTHER GO REWARDS TERMS**

- 107 I/We understand that you may, at any time and for any reason, suspend or cancel this feature of Go Rewards Points and that you may terminate the Go Rewards Points feature or delist any reward item / merchant.
- 108 I/We also give you and DAVI permission to share my personal data and other Go Rewards Account information for enrollment in Go Rewards and enjoyment of all services, benefits, and offers under the Go Rewards Program.
- 109 I/We also give you and DAVI permission to share my personal data for marketing and credit scoring purposes.
- I/We understand and agree that only GoTyme account holders in current and active status are eligible for earning of Go Rewards points.
- 110 I/We understand and agree that for any Go Rewards concern, I/we will contact the Go Rewards Customer Care at [customercare@gorewards.com.ph](mailto:customercare@gorewards.com.ph).
- 111 I/We understand and agree that in the event that I/we have decided to terminate my/our GoTyme Account, my/our Go Rewards number will still be active and I/we will still be able to redeem any benefits or services offered by or associated with Go Rewards unless I/we will request the Go Rewards Customer Care to delete my/our Go Rewards account.**



## **Annex 1**

### **Specific Terms and Conditions for Local and Foreign Currency Time Deposits ("Multicurrency Time Deposit Terms")**

#### **BACKGROUND OF THE PRODUCT**

Multicurrency Time Deposit is a financial product that allows customers to deposit funds in different currencies for a fixed period, earning interest on those deposits. The current currency option is limited to US Dollars (USD), with plans to broaden the choices to include major currencies in the future, including Philippine Pesos (PHP)

#### **GENERAL TERMS**

1. I/We agree to be bound by the following terms and conditions governing Multicurrency Time Deposit, which I/we have opened or may hereafter open at any digital channel of GOTYME BANK CORPORATION (the "Bank").
2. I/We agree that the GoTyme Bank Account Terms and Conditions ("Main T&Cs") shall have suppletory application to the Multicurrency Time Deposit Terms.
3. I/We understand that I must read and accept the Main T&Cs and these Multicurrency Time Deposit Terms as a condition to use and/or avail of the Product and, in considering whether or not to use/avail of the Product. I/We will not and/or discontinue my use of the product if I do not agree with any portion of the Main T&Cs and or Multicurrency Time Deposit Terms. The Main T&Cs and/or these Multicurrency Time Deposit Terms may be updated/changed by You from time to time, with prior notice to us. My continued use of the Product after the effective date of such change shall be deemed to constitute my/our acceptance of all the updates/changes in the Main T&Cs and/or Multicurrency Time Deposit Terms, without reservation.

#### **PRODUCT SCOPE, DETAILS, MECHANICS, AND LIMITATIONS**

##### **4. Time Deposit Placement**

- 4.1. Local Currency Time Deposits may be funded by means of debiting from my GoTyme Bank account in the local currency. I understand that physical notes, cheques, transfers of money from other accounts, and other similar modes, no matter the currency, are not acceptable for placement of deposits into my local currency time deposit account.
- 4.2. For Foreign Currency Time Deposits, I understand that deposits to Foreign Currency Time Deposit Account can only be placed by means of debiting from my GoTyme Bank account and, where applicable, subsequently allowing the bank to convert the debited amount to the currency of the Foreign Currency Time Deposit Account under the relevant portion of

these terms and conditions. I understand that physical notes, cheques, transfers of money from other accounts, and other similar modes, no matter the currency, are not acceptable for placement of deposits into my Foreign Currency Time Deposit Account.

4.3.I understand that you have sole discretion in setting the limits of the Local and Foreign Currency Time Deposit Accounts which includes, but not limited to, the number of accounts that can be opened, the minimum amount required for placement, and the maximum allowable placement.

4.4.Local and Foreign Currency Time Deposit Accounts shall also be governed by the general terms and conditions on deposits to the extent that they do not conflict with the specific terms under this section. To be clear, I agree that in the event of conflict between these specific terms and the general terms and conditions on deposits, these specific terms and conditions under this section shall prevail.

## **5. Interest Rate for Time Deposits**

5.1.I understand that if I meet the required maintaining balance, my time deposits will earn a fixed interest rate until maturity based on the published interest rates indicated in your mobile banking application. The interest earned shall be subject to prevailing withholding tax rate. Net interest earned upon maturity shall be credited to the account and shall form part of the principal upon deposit roll over.

## **6. Premature Withdrawal**

6.1.I understand that premature withdrawal of my Local and Foreign Currency Time Deposit must be made in full and partial premature withdrawal is not allowed. If I withdraw prematurely, I understand that I will not receive the interest accrued.

6.2.Upon maturity, I understand that my local and foreign currency time deposit will be renewed automatically with the same duration or tenor of my initial placement, and will earn interest based on the prevailing interest rate at the point of renewal. In the event that the tenor of my initial placement has been removed from the available list of time deposit options, I understand that the tenor that will be applied upon automatic renewal is the shortest tenor available.

## **PRODUCT CLARIFICATIONS**

7. I/We must not use and/or avail of Products which I do not fully understand. I/We acknowledge that the Bank has provided me adequate time and/or opportunities to review, ask questions and receive information to fully understand the Product, together with the Main T&Cs and these Multicurrency Time Deposit Terms, via your Customer Service Hotline #468888, in-app chat, social media (including but not limited to Facebook, Instagram, X, TikTok) & email at [help@gotyme.com.ph](mailto:help@gotyme.com.ph), which are available twenty four (24) hours a day, seven (7) days a week including select holidays.

## USE OF FX SERVICES AND CONVERSION AND PURCHASE OF FX

8. To facilitate the deposit placement to Foreign Currency Time Deposit Accounts, I understand that you are providing me foreign exchange (FX) service at the rates indicated in your mobile banking application without prejudice to your right to change the rates in the future. I understand that once I have confirmed the amount of Foreign Currency that I have ordered, the amount cannot be amended or cancelled. The number or volume of my FX transactions is subject to limitations set by you, which may be changed from time to time. I understand that you have the right to withdraw, without prior notice, the whole or any part of this service on a temporary or permanent basis
- 8.1. I understand that BSP requires the submission of its prescribed Application to Purchase (ATP) whenever I purchase FX to facilitate my foreign-currency-denominated deposit placement/s. I agree that GoTyme Bank will generate such BSP-prescribed ATP when I purchase FX. I have seen the format: which is available on the BSP's official website, <https://www.bsp.gov.ph>. The latest version of the form will be presented to you during onboarding. I consent and agree to allowing GoTyme Bank to use my information based on its records such as, but not limited to, my name, email address and mobile number, to generate such BSP-prescribed ATP. I understand that it is my responsibility to verify the generated BSP-prescribed ATP and to inform GoTyme should there be any discrepancies or changes to my records. Absent such notice or information from me, GoTyme may rely on my representation that the contents of the generated BSP-prescribed ATP are updated and accurate. By agreeing to these terms and conditions, I hereby authorize GoTyme Bank generate the ATP on my behalf.
- a) I acknowledge that this FX service may only be used for the sole purpose of either placing a deposit for my foreign-currency-denominated deposit accounts with you, subject to submission of documentary requirements, if applicable, under applicable regulations.
  - b) I understand that the BSP-prescribed ATP also requires me to certify certain information when I purchase FX. In purchasing FX through this service, I am certifying the following:
    - i. The ATP form and supporting documents submitted via your official channel/s (whether in hardcopy or via electronic/digital means) are genuine, credible and not tampered)
    - ii. All applicable laws, rules and regulations covering the declared FX transaction/s are complied / shall be complied with
    - iii. Pertinent documents shall be made available upon request by the BSP for verification; and
    - iv. The information disclosed in the ATP form are, to the best of my/our knowledge and belief complete, true and correct, and that the declaration is made in good faith. Said information may be used by GoTyme Bank and disclosed to the BSP for their intended purpose, subject to pertinent laws, rules, and regulations
- 8.2. By giving my consent to purchase FX (pressing the confirmation button) to facilitate my deposit placement, I understand that it means I am also affixing my electronic signature on the generated ATP. The electronic signature will be generated and affixed on the generated ATP (including any electronic process attached to or associated with it) shall

be considered as indisputable originals and the functional equivalent of your signature on a written document and shall, for all purposes, have the same legal effect, validity or enforceability as a manually written signature

I undertake not to repudiate, in whole or in part, the enforceability and validity of my electronic signature and the generated ATP.

8.3.I undertake to hold you free and harmless against any damages or losses resulting from any foreign exchange losses that I may have incurred or may incur, directly or indirectly, from any FX Transaction, it being understood that any and all risks and costs arising from my deposit placement/s shall be for my sole and exclusive account. I further agree to hold you free and harmless against any damages or losses resulting the inaccuracy of the contents of my BSP-prescribed ATP.

## **Annex 2**

### **Specific Terms and Conditions for Mobile Check Deposit ("Mobile Check Deposit Terms")**

#### **BACKGROUND OF THE PRODUCT**

GoTyme's Mobile Check Deposit feature ("Mobile Check Deposit") allows me/us to conveniently deposit acceptable checks which are payable to my/our name using your electronic banking platform by taking a photo of the check and uploading the check photo details on it ("Check Image"). In addition, I/We can conveniently submit post-dated checks and seamlessly monitor the status of my check deposits, subject to these terms.

#### **GENERAL TERMS**

1. I/We agree to be bound by the following terms and conditions governing Mobile Check Deposit, which I/we have opened or may hereafter open at any digital channel of GOTYME BANK CORPORATION (the "Bank").
2. I/We agree that the GoTyme Bank Account Terms and Conditions ("Main T&Cs") shall have suppletory application to the Mobile Check Deposit Terms.
3. I/We understand that I must read and accept the Main T&Cs and these Mobile Check Deposit Terms as a condition to use and/or avail of the Product and, in considering whether or not to use/avail of the Product. I/We will not and/or discontinue my use of the product if I do not agree with any portion of the Main T&Cs and or Mobile Check Deposit Terms. The Main T&Cs and/or these Mobile Check Deposit Terms may be updated/changed by You from time to time, with prior notice to us. My continued use of the Product after the effective date of such change shall be deemed to constitute my/our acceptance of all the updates/changes in the Main T&Cs and/or Mobile Check Deposit Terms, without reservation.

#### **PRODUCT SCOPE, DETAILS, MECHANICS, AND LIMITATIONS**

4. **Acceptable Checks for Mobile Check Deposit**
  - a. I/We understand that Checks for Mobile Check Deposit will only be considered "Acceptable" ("Acceptable Checks") if they comply with all the requirements under this section.
  - b. Only Check Images taken through the electronic mobile platform will be accepted for Mobile Check Deposit.

- c. I/We can only deposit checks under Mobile Check Deposit which are payable to my/our name as the payee, which must be the same as my/our Deposit Account's Name, as verified in the GoTyme application and your systems into my/our GoTyme account.
- d. I/We understand that I/we can only deposit checks for amounts less than PHP500,000.00 only per check.
- e. As a condition for processing and accepting the Acceptable Check, I/We agree to provide at the back of the check the following information before capturing the back of the check and ensuring accuracy:
  - i. GoTyme Bank (as name of the presenting bank);
  - ii. Signature (as depositor or payee);
  - iii. Date of Clearing; and
  - iv. Valid GoTyme Deposit Account Number (as depositor or payee).
- f. I/We understand that I/we can only deposit checks for myself and for my own benefit.
- g. I understand that only checks issued and drawn from local banks which are registered in the Philippines and governed by the BSP or checks drawn against a clearing participant may be deposited in mobile check deposit. Certain banks and the clearing participants may be excluded by You from time to time, at your discretion.
- h. "I/We understand that there is a limit of the number of checks that I/we may deposit when using Your Mobile Check Deposit product which is available at <https://www.gotyme.com.ph/faqs>."
- i. I/We understand that only locally issued checks drawn against the clearing participant the clearing house in the local currency (Philippine Pesos) will be accepted by You.
- j. I/We agree that the checks, and/or the Check Images submitted for Mobile Check Deposit, with the following "Disqualifications" (the enumeration below hereafter referred to as "Disqualifications") are NOT acceptable and shall not be qualified or considered valid for Mobile Check Deposit:
  - i. Checks with crumples
  - ii. Checks with erasures
  - iii. Checks with any form of alteration, including signature on top of erasures
  - iv. Checks with smudges or stains
  - v. Checks with tears
  - vi. Stale-dated checks
  - vii. Checks with use of colored inks other than blue or black
  - viii. Checks with deficiencies in information
  - ix. Check deposits exceeding the set amount limit per check



- x. Check bearing second and/or multiple endorsements
- xi. Second-endorsed checks or those that are payable to payees other than the account holder.
- xii. Checks drawn on a financial institution located outside of the Philippines
- xiii. Checks with images taken from photocopy, electronic, or otherwise non-original paper check
- xiv. Checks payable to multiple entities and Checks that are payable to joint “and” accounts.
- xv. Any form of counterfeit checks
- xvi. Checks that do not adhere to the current the clearing house requirements
- xvii. Checks where the amount in words and figures differ
- xviii. Checks that are validity restricted
- xix. Checks that are previously negotiated or cancelled
- xx. Checks which have previously been deposited and/or attempted to be deposited at other banks.
- xxi. Checks which have been previously dishonored, rejected or returned, including, for avoidance of doubt, Checks which have been previously dishonored, rejected or returned by You.
- xxii. Checks which have been stamped or show an indication of “no sufficient funds or credit”, “account closed”, “stop payment”, or other similar issues.
- xxiii. The Checks must not have been issued by known criminals, terrorists, terrorist organizations, terrorist financiers, etc..
- xxiv. The Checks were issued and the proceeds of the check will be used for a lawful purpose.
- xxv. The Checks payable to cash or bearer.

## **5. Check Processing**

- a. I/We understand that I/We can only deposit to my/our GoTyme Deposit Account and that the proceeds of the check deposited under Mobile Check Deposit shall only be paid to the GoTyme Deposit Account with my Account Name.
- b. I/We understand that the Mobile Check Deposit does neither covers nor provides me with the service of being able to issue checks from my/our GoTyme Deposit Account.
- c. I/We understand that check can only be accepted within 179 days from the indicated date of the check and that a stale-dated check will not be accepted in Mobile Check Deposit.

- d. I/We understand that post-dated checks will only be processed starting on the indicated date of the check. Should You agree with me/us to process the checks on a date after the indicated date of the check, such date must be within 179 days from the indicated date of the check and should not be considered a stale-dated check at the time of processing.
- e. I/We understand that I/we are responsible for ensuring that the checks from the payors are legitimate and are funded by the indicated check date. I/We understood that failure to do so will result in the rejection or return of the check and failure of the Mobile Check Deposit. I/We understand that your use of Mobile Check Deposit does not make us obligated to support/assist you in collecting from your payor or drawer of the check which was rejected or returned by us. I/We understand that my/our failed checks will be electronically stamped with the return reason for rejected or returned checks.
- f. I/We understand that I/we can initiate the Mobile Check Deposit using the electronic banking platform. I/We understand that checks received via the electronic banking platform during banking days up to the clearing cut-off of 3:00 p.m. will be processed within the day. I/We understand that checks received via electronic banking platform after the 3:00 p.m. clearing cut-off, during weekends, or holidays will be processed on the next banking day. I/WE understand that You do not make any representation as to when the funds will reflect in my/our account with You but acknowledge that it will take at least 1 business day from processing, depending on clearing cut-off, for the funds to reflect into my/our account. I/We understand that there are instances wherein checks may need to be processed longer and such delays may be beyond your control. You will not be liable for any consequences, including late payments, loss of opportunity/profits, etc. for delayed processing/funds due to the Mobile Check Deposit which I/We will use at our own risk.
- g. I/We understand that it is my responsibility to check the status of my/our checks in the electronic banking platform.

## **6. Cancels and Edits**

- a. I/We understand that I/we may cancel my check deposit submission only for post-dated checks at least one business day and in no case less than twenty-four (24) hours before the indicated processing date.
- b. I/We understand that any changes on the post-dated checks other than change of date initiated on the app will require me/us to submit a new check and cancel my/our previously submitted check deposit. I/We understand that the processing of my/our newly deposited check will go through normal processing time.

## **KEY FEATURES, BENEFITS, AND GENERAL FACTS OF THE PRODUCT:**

### **7. Product Risks:**

- a. I/We understand that the timing of funds released by the drawee bank and check payor may delay the crediting to the my/out GoTyme account.
- b. I/We understand that You will not be able to process any checks with missing, incorrect, or mismatched information found on the checks.
- c. I/We understand that the Mobile Check Deposits may not be available all the time and there may be instances when You may suspend it or temporarily make it unavailable due to maintenance, technical issues, and/or other factors beyond your control, among others.

## **8. Consumer's responsibilities**

- a. I/We agree to use your electronic banking platform for Mobile Check Deposit and capture legible images of the front and back of the check for deposit, in accordance with these terms.
- b. I/We agree to deposit only Acceptable Checks which, at the minimum, must be in the current format design, Philippine Peso-denominated, and payable to the order of my Account Name.
- c. I/We agree to input the correct details of the check deposit in my/our submission in the GoTyme app. I/We understand that failure to do so will result in the rejection of my/our check deposit submission.
- d. I/We agree to cooperate with You for any investigation and dispute resolution that may occur. I/We agree to provide any supporting documentation, including but not limited to providing the physical check when necessary.
- e. I/We agree to keep the physical check with me/us for at least 360 days in case for any validation needed. I/We understand that failure to present the physical check to You may forfeit my/our option to dispute any queries or concerns.
- f. I/We warrant and represent that the check images that I/we submit using Mobile Check Deposit do not the exhibit foregoing "Disqualifications" under Acceptable Checks for Mobile Check Deposit and that they have not been altered, edited, or falsified in any way.
- g. I/We understand that my/our checks deposited must be found compliant with your standards, rules, format, and requirements else the check deposits may be rejected or returned after your evaluation.
- h. I/We understand that my/our checks deposited in my/our account must not be tagged as cash-basis-only or with other restrictions.
- i. I/We agree follow the standard the clearing house rules on handling checks.
- j. I/We will be responsible to You for any forged, fraudulent or falsified check that I submit to you via the electronic banking platform for Mobile Check Deposit and shall indemnify, defend, and hold harmless the bank for any losses, damages, and consequences that it or any of its directors, shareholders, officers, employees or personnel may suffer or be

held liable or accountable for as a result of my submission of a forged, fraudulent or falsified check/s, even if I am not the forger, fraudster or falsifier of the said check/s.

## **9. Bank's rights**

- a. I/We agree that You reserve the right to examine, verify, hold, or reject any of my/our check deposits.
- b. I/We understand that my account may be examined, verified, and blocked upon if deemed necessary by You to prevent any form of actual or suspicious fraudulent activity. I/We understand that transactions deemed fraudulent by You or the clearing house may lead to the amount deposited to be clawed back from any of my accounts with you and/or any moneys you are holding for me, subject only to a notice from us. I/We understand that You are not responsible to process, assist or support me/us in any dispute afterward.
- c. I/We understand that delays caused by the Drawee bank and the clearing house are out of Your control and may delay the processing time affecting Your service levels. I/We agree not to hold You accountable for any delays caused by any external factor.
- d. I/We understand that You, at your sole discretion, may reject any check submitted to Mobile Check Deposit that does not comply with any of your bank's, the BSP's, or the clearing house's requirements.
- e. I/We understand that GoTyme reserves the right to impose a limit on the number of checks that I/we can deposit per day. You may check the limit on the number of checks here: <https://www.gotyme.com.ph/faqs>.
- f. You reserve the right to take action against me/us in the event that it suspects that I/We committed an unlawful act.
- i. I/We expressly authorize You to share any and all of my information, documentation, and submissions via the electronic banking platform (including the Check Images) or to You, including, for avoidance of doubt, my/our personal, sensitive and deposit information to the police/NBI, lawful government courts/agencies/authorities, and the clearing house for investigation and/or their appropriate action.
- k. I/We expressly authorize You to deduct from any and all of my accounts or moneys that you are holding any amounts, fees, penalties, charges, etc. paid out by you to satisfy a complaint or any lawful order from a court or government authority if such are directly resulted from a forged, fraudulent or falsified check that I submitted to you via the electronic banking platform for Mobile Check Deposit, even if I am not the forger, fraudster or falsifier of the said check/s.

## **10. Bank's responsibilities:**

- a. I/We understand that you will be processing the Acceptable Check once I/We submit the same for Mobile Check Deposit via the electronic banking platform. However, I/We

understand your processing does not guarantee that I/We will be able to successfully deposit my check and that such processing is subject to the term herein.

#### **11. Fees, Charges, Interest, Penalties**

- a. I/We agree to pay the respective fees associated in using Your Mobile Check Deposit product which are available at <https://www.gotyme.com.ph/faqs>.
- b. I/We agree to pay the additional fees that are incurred when I/we resubmit my/our cancelled checks which are available at <https://www.gotyme.com.ph/faqs>.
- c. I/We understand that the foregoing fees, charges, interest and penalties may be changed by you; provided, that you will be given prior notice, unless the changes are directed by government regulators or law, in which case, the changes will take effect immediately.

#### **12. Actions and Remedies of the Bank in the event of breach/default**

- a. I/We will be considered in breach/default when:
  - i. I/We fail to follow the Consumer's responsibilities and/or any obligation set out in the Main T&Cs and or Mobile Check Deposit Terms.
- b. In the event of breach/default, the Bank may take the following actions/remedies:
  - i. Take legal and/or administrative action against Me/Us.
  - ii. Enforce penalties as stated under these Mobile Check Deposit Terms.

#### **13. Product Clarifications**

- a. I/We must not use and/or avail of Products which I do not fully understand. I/We acknowledge that the Bank has provided me adequate time and/or opportunities to review, ask questions and receive information to fully understand the Product, together with the Main T&Cs and these Mobile Cheque Deposit Terms, via the Customer Service Hotline #468888, in-app chat, social media (including but not limited to Facebook, Instagram, X, TikTok) & email at [help@gotyme.com.ph](mailto:help@gotyme.com.ph), which are available twenty four (24) hours a day, seven (7) days a week including select holidays.





## Annex 3:

### Specific Terms and Conditions for Merchant Cash Advance (“MCA”) (“MCA Terms”)

#### Background of the Product

1. Merchant Cash Advance (“Product”) is a loan product that the Bank offers to Me/Us based on credit underwriting utilizing anonymized transactional data and/or Merchant Verified Information provided by the Partner. The loan offer is presented to me through the MCA offer screens, which is made accessible to Me/Us via the relevant Partner communication channels. Upon My/Our selection of the loan terms and acceptance of the terms and conditions, I enter into an Agreement with GoTyme Bank, and agree to settle the total amount repayable through the different collection methods presented to me.

#### General Terms

2. I/We agree to be bound by the following terms and conditions governing MCA, which I/we have opened or may hereafter open at any digital channel of GOTYME BANK CORPORATION (the “Bank”) or its Partner/s.
3. I/We agree that the GoTyme Bank Account Terms and Conditions (“Main T&Cs”) shall have suppletory application to the MCA Terms.
4. I/We understand that I must read and accept the Main T&Cs and these MCA Terms as a condition to use and/or avail of the Product and, in considering whether or not to use/avail of the Product. I/We will not and/or discontinue my use of the product if I do not agree with any portion of the Main T&Cs and or MCA Terms. The Main T&Cs and/or these MCA Terms may be updated/changed by You from time to time, with prior notice to us. My continued use of the Product after the effective date of such change shall be deemed to constitute my/our acceptance of all the updates/changes in the Main T&Cs and/or MCA Terms, without reservation.
5. For these MCA Terms, unless the context clearly indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:  
**“Agreement”**, as used under the MCA Terms, means the Merchant Flexible Financing Agreement (including the Standard Terms and Conditions and includes any annexures, addenda, appendices and schedules referred to in any of the documents or applications referred therein, including, but not limited to, the Main T&Cs and this Specific Terms and Conditions for MCA);

**“Financed Amount”** means the amount as agreed in the Agreement, which GoTyme shall loan to the Merchant in accordance with the terms of the Agreement;

**“Future Receivables”** mean all amounts held by the Partner from My/Our customers which are due to Me/Us.

**“Merchant”** refers to the entity named/mentioned on the Agreement or the GoTyme customer/borrower, also referred to as “I/We”, “Me/Us”, or “My/Our”.

**“Outstanding Balance”** means at any particular date, the amount of the Financed Amount and Fees which remains unpaid;

**“Partner”** means the entity named/mentioned on the Agreement.

### **Product Scope, Details, Mechanics, and Limitations**

6. The Flexible Financing Product is being provided to the Merchant on the basis of available documents and information received by GoTyme from the Merchant because of its acceptance of the Conditional Offer and submission of the Application through the Partner. Notwithstanding, at anytime during the Term of the Agreement and until the Financed Amount is fully paid in accordance with the terms of the Agreement, Merchant agrees to submit all necessary documents and requirements, upon GoTyme’s request, in the event that it needs to verify and re-evaluate the Merchant against its eligibility criteria for the Flexible Financing, perform its obligations to the BSP, and update the Merchant’s information on GoTyme’s record, among others.
7. The purpose of the loan is to provide financing to Merchant for their working capital needs.
8. GoTyme shall disburse the Financed Amount to the Merchant’s Nominated Bank Account as soon as practicable upon the execution of the Agreement.
9. The Merchant acknowledges that the Financed Amount is a loan and that I/We have to unconditionally repay GoTyme in accordance with the terms of the Agreement.
10. Split Net-Settling Process of a Merchant’s future receivables enabled by the Partner is the standard repayment method of the product.

### **Key features, benefits, and general facts of the product:**

11. The product is a pre-approved loan offer presented to the merchant. Merchant Cash Advance utilizes a Merchant’s data supplied by either the Merchant or the Partner, to offer the Merchant financing.
12. The product is digital.
13. The product’s Split Net-Settling Process collection method offers the Merchant added flexibility versus a traditional loan with fixed amortization. The “pay-as-you-earn” structure allows merchant to focus purely on driving sales, with loan repayment automatically occurring within their natural business cycle.

### **Product Risks:**

I/We may be reported to Credit Bureaus, Collection Agencies, the BSP, and other related agencies if I fail to meet my obligations under the Agreement.

### **Consumer qualifications**

14. I/We have the necessary and valid individual or business registrations (e.g. Primary IDs, business registration, etc.), as applicable, that I/we can provide to GoTyme upon request.

15. I/We ascertain that my/our business is registered to conduct operations in the Philippines.
16. I/We are a registered, recognized, and active merchant of GoTyme's MCA Partner.
17. I/We have a history of sales transactions that are coursed and identifiable by GoTyme's MCA Partner.
18. I/We are taking out this loan as a means to benefit my current business, and not for personal endeavors.

### **Consumer's rights**

19. Subject to my acceptance and execution of and compliance with the law and/or the terms of the Agreement, I/We am entitled to receive the Financed Amount at my nominated Bank Account as stipulated under the Agreement.
20. Upon acceptance of the Agreement, I/We am entitled to receive information of my loan's disbursement status and details from GoTyme.
21. I/We am entitled to receive information of my loan balance, repaid amount, and basic mechanics of the product when requested from GoTyme and / or the Partner throughout the duration of my loan.

### **Consumer's responsibilities**

22. I/We make the following representations and warranties set out below in relation to itself, himself, or herself (as applicable) to GoTyme:
  - a. Where the Merchant is a corporation, it is duly incorporated and validly existing under the laws of the Philippines and has the power to own its own assets and carry on its business as it is being conducted; Where the Merchant is not a corporation, he or she, by his or her self, has the full legal capacity to contract, consent to, and enter into the Agreement, with no disqualifications under the law.
  - b. The obligations expressed to be assumed by the Merchant in the Agreement are legal, valid, binding and enforceable obligations of the Merchant and, where applicable, his or her heirs, successors, and assigns.
23. My/Our entry into and performance of, and the transactions contemplated by the Agreement, do not and will not conflict with:
  - a. Any law or regulation application to Me/Us;
  - b. In relation to Me/Us, its constitutional documents;
  - c. Any agreement or instrument binding upon the Me/Us or My/Our assets; and
  - d. Any contractual obligation of Me/Us with the Partner or any other person, even if they are not part of this Agreement.
24. I/We have the power to enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of the Agreement;
25. I/We have received independent legal advice before and in connection entering into the Agreement;
26. All information and documentation provided by Me/Us to the Partner are true and accurate.
27. Any information received by GoTyme from My/Our Application was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

28. The warranties and representations made by the Me/Us shall be valid for the entire duration of the Agreement and, in the event of Termination, shall survive until the Financed Amount is paid in full.
29. The Partner's collection from future receivables shall not be considered as payment to GoTyme until such amounts collected are actually received by GoTyme from the Partner.
30. I/We assume full liability towards repayment of the Financed Amount until the same is fully settled and paid back to GoTyme.
31. I/We represent to GoTyme that prior to the execution of the Agreement: (i) I/We fully understand the terms of the transaction that I/We are entering into, including the risks, penalties, interest, which it may be subjected to, in accordance with Agreement, where applicable; and (ii) I/We had every opportunity to clarify the Agreement with GoTyme.
32. I/We have received a copy of the Bank's disclosure statement prior to executing the contract.
33. I/We are aware that GoTyme is regulated by the Bangko Sentral ng Pilipinas with contact number (+632) 8708-7087 and with email address [consumeraffairs@bsp.gov.ph](mailto:consumeraffairs@bsp.gov.ph), and webchat at [www.bsp.gov.ph](http://www.bsp.gov.ph).
34. I/We shall promptly obtain, comply with, and do all that is necessary to maintain in full force and effect any authorization required under any law or regulation of the Philippines to enable it to perform its obligations under this Agreement and to ensure the legality, validity, enforceability, or admissibility in evidence of this Agreement.
35. I/We shall comply in all respects with all laws to which I/We may be subject.
36. I/We shall ensure that no substantial change is made to the general nature of its business or its relationship with the Partner from that carried on at the date of this Agreement.
37. I/We shall, immediately on demand, pay to GoTyme all costs and expenses, including legal fees, incurred by GoTyme in connection with the protection of or enforcement of GoTyme's rights under the Agreement.
38. I/We provide my express consent to have My/Our information shared by the Partner to GoTyme for execution and communication on the product and the enforcement of my obligations.

### **Bank's rights**

39. GoTyme will not in any circumstances have any liability under this Agreement which may be suffered by the Me/Us, whether suffered directly or indirectly, whether immediate or consequential and whether arising in contract, tort (including negligence) or otherwise, such as, but not limited to, the following categories:
  - a. special or indirect or consequential damage even if the Parties were aware of the circumstances in which such damage could arise;
  - b. loss of profits (whether considered a direct or indirect loss);
  - c. loss of anticipated savings;
  - d. loss of business opportunity; or
  - e. loss of goodwill or damage to reputation.
40. Notwithstanding the foregoing provisions, GoTyme's liability to Me/Us shall not exceed an amount equal to the Financed Amount.
41. I/We acknowledge that the Financed Amount is a loan from GoTyme, which has to be repaid, together with an agreed Fee, charge, and/or interest. I/We further acknowledge that the Collection by the Partner is only one method of repayment and should not be

construed as the sole method of repayment. Accordingly, the Merchant remains bound to pay the Outstanding Balance to GoTyme even if the Partner stops and/or refused to collect for GoTyme, for any reason. The availability of the Partner and/or collections process shall also not be construed as a condition for the obligation of repayment and should not affect the agreed payment schedule under the Agreement.

42. If the Merchant is not a corporation, upon the Merchant's death, the loan shall be charged to his or her estate and his or her obligations under this Agreement shall be binding upon his or her heirs, successor, or assigns.
43. If any litigation, arbitration or other legal or formal proceedings arising out of or in connection with this Agreement, the entries made in the accounts maintained by GoTyme are prima facie evidence of the matters to which they relate.
44. Any certification or determination by GoTyme of a rate or amount under this Agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relates.
45. Any interest, commission or Fee accruing under the Agreement, if any, will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days.
46. I/We expressly allow the bank to share my information to 3rd parties, such as, but not limited to the BSP, Credit Bureaus, Collection Agencies for collection purposes and/or any other legal purposes permissible by law in relation to the MCA.
47. Merchant consents to GoTyme Bank reaching out for any necessary information pertinent to the operation of the product.
48. Merchant consents to have their future receivables be automatically deducted the specified holdback amount for loan repayment to GoTyme.
49. Merchant consents to the obligation of settling the total loan repayable to GoTyme through the payment channels they are provided.

### **Bank's responsibilities**

50. Subject to My/Our acceptance and execution of and my compliance with law and/or the terms of the Agreement, the Bank shall disburse the Financed Amount to my nominated Bank Account as stipulated under the Agreement.
51. The Bank shall only utilize My/Our personal details provided for the intended purposes outlined in the Agreement, and shall comply with the Data Privacy Act.
52. The Bank shall provide disbursement details, when available, to Me/Us either directly or through the Partner.
53. In collaboration with the Partner, the Bank shall compute and deduct the applicable repayment amount as stipulated in the Agreement. Any form of wrong collection will immediately be corrected by the Bank.
54. The Bank shall provide information on loan balance, repaid amount, and basic mechanics of the product when requested.

### **Fees, Charges, Interest, Penalties**

55. Information about the Fees, Charges, Interest and Penalties for this Product, if any, can be found on My/Our Agreement with You.

56. I/We understand that the foregoing fees, charges, interest and penalties may be changed by you; provided, that you will be given prior notice, unless the changes are directed by government regulators or law, in which case, the changes will take effect immediately.

### **Statements of Account/Billing Statements/Proof of Transactions**

57. Upon My/Our request, GoTyme will supply a Statement of Account which contains a tabulation of all loan repayments collected from Me/Us through all applicable payment channels.
58. For disputes, I/We will reach out to GoTyme or the Partner for more information.

### **Actions and Remedies of the Bank in the event of breach/default**

59. GoTyme may declare the Merchant in default, with immediate effect, if:
- a. I/We breach any of the representations or warranties terms under the Agreement.
  - b. My/Our contract or relationship with the Partner is terminated, regardless of who initiates such termination.
  - c. My/Our contract with Partner is modified or changed, without GoTyme's consent, and such changes may materially affect either the My/Our or Partner's obligations under this Agreement.
  - d. I/We revoke or challenge the Partner's authority to collect, deduct or make withholdings on the Future Receivables.
  - e. The Partner fails to remit the full Financed Amount along with the Fee to GoTyme because the amount of Future Receivables from Me/Us are insufficient.
  - f. If the loan or Financed Amount is considered under the Agreement, MCA terms or any government regulation, such as the MORB, as past due or non-performing.
60. Upon GoTyme's declaration that I/We are in default, GoTyme reserves the right to
- a. demand the Merchant to settle the full Outstanding Balance immediately;
  - b. take legal and/or administrative action against Me/Us;
  - c. enforce penalties as stated under the Agreement;
  - d. report My/Our non-payment to the BSP, CIC, and other regulatory bodies
61. If competent authority orders GoTyme to terminate the Agreement or make material changes to its business which will make it impractical for GoTyme to continue its Flexible Financing Product with Me/Us, the Outstanding Balance shall also be immediately due and demandable, without penalty.
62. Loans which are past due or non-performing will be subject to applicable laws and regulation as defined by the BSP.
63. I/We understand that GoTyme may, at its sole discretion, offer alternative repayment/restructuring options to me. Such options shall only be binding to GoTyme once agreed with Me/Us through a separate written agreement which must be signed by authorized representatives of both parties.

### **Product Clarifications**



64. I/We must not use and/or avail of Products which I do not fully understand. I/We acknowledge that the Bank has provided me adequate time and/or opportunities to review, ask questions and receive information to fully understand the Product, together with the Agreement, Main T&Cs and these MCA Terms, thru your Customer Service Hotline #468888, in-app chat, social media (including but not limited to Facebook, Instagram, X, TikTok) & email at [help@gotyme.com.ph](mailto:help@gotyme.com.ph), twenty four (24) hours a day, seven (7) days a week including select holidays.

**Special Considerations, if any:**

65. Unless otherwise represented in the Agreement, GoTyme is not affiliated with the Partner. There is no joint venture, partnership, or agency relationship that exists between GoTyme and the Partner. Partner does not have any authority to act for or assume any obligation or responsibility on behalf of GoTyme. Conversely, GoTyme does not have any authority to act for or assume any obligation or responsibility on behalf of Partner. GoTyme does not own any rights to Partner's trade name, logo, trademarks, and/or its IP rights.
66. The Agreement shall remain in full force and effect until terminated by GoTyme with or without cause.
67. My/Our obligations and representations to pay back the Financed Amount and/or the Outstanding Balance, together with all existing obligations to GoTyme related to such payment, including penalties and interest, if any, shall survive the termination of the Agreement until such are fully paid to and received by GoTyme.
68. No failure to exercise, nor any delay in exercising, on the part of any Party, any right or remedy under the Agreement shall operate as a waiver of any such right or remedy. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Agreement are cumulative and not exclusive of any rights or remedies provided by law. To be clear, any waiver must be expressed, described in full, made in writing, and signed by the party giving such waiver.
- a. No variation, addition, deletion, or agreed cancellation of this Agreement, including this clause, will be of any force or effect unless in writing and signed by or on behalf of the Parties.
  - b. The Agreement constitutes the whole agreement between GoTyme and Me/Us relating to the matters dealt with in the Agreement and save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of the Agreement not incorporated in the Agreement shall be binding on GoTyme and Me/Us.
69. Each provision of the Agreement is severable from the other provisions. Should any provision be found by a Court of competent jurisdiction to be invalid or unenforceable for any reason, the Parties will consult with one another in good faith in order to agree, if possible, an alternative provision in accordance with the intent and tenor of the Agreement. The remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.
70. Save as otherwise herein provided, neither the Agreement nor any part, share or interest therein nor any rights or obligations may be ceded, assigned, or otherwise transferred by Me/Us without GoTyme's prior written consent.



71. I/We further hereby irrevocably and unconditionally consents to the cession, delegation, assignment, or other transfer by GoTyme (or any person to whom its rights and/or obligations are ceded, delegated, assigned or transferred) of all or any of its rights or obligations under this Agreement.
72. I/We choose as its address for all purposes under the Agreement whether in respect of serving any court process or other documents, giving any notice or making any other communications of whatsoever nature, the respective set out on the Merchant Agreement. I/We may change the address on the Merchant Agreement to another physical address or email address, provided that the change shall only become effective on the 7th (seventh) day of receipt (or deemed receipt) of the written notice to GoTyme. Provided, that I/We must substantiate my written notice to GoTyme with an original government issued document recognizing such change of address for such change of address to be considered received and/or effective. Unless a written notice for change of address is duly received, deemed compliant with these terms, and made effective, I/We agree that any service, notice, or communications made to the address stated on the Agreement shall be deemed conclusively to be updated for the purpose of receiving demand letters, including demand letters for payment.
73. I/We shall not cause GoTyme to breach any of its obligations under the Data Privacy Act. GoTyme shall not be responsible for any consequences resulting from Me/Us or any Guarantor's failure to comply with the Data Privacy Act in relation to Personal Data it, he or she shares with GoTyme or the Partner.
74. No person who is not a party to this Agreement will have any right to enforce it.
75. The Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of the Philippines. The courts of Quezon City have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.
76. Nothing in this Agreement limits any liability for:
- a. death or personal injury caused by negligence;
  - b. fraud or fraudulent misrepresentation;
  - c. liability which cannot be limited or excluded by applicable law; or
  - d. claims by GoTyme under any indemnity in the Agreement.