

## LANDBANK eMDS GENERAL TERMS AND CONDITIONS

**I. FEATURES OF THE eMDS SERVICES**

1. Requirement  
Fill-out and submit three (3) copies of the eMDS Enrollment form.
2. Accessibility
  - a. We acknowledge that the eMDS is a facility granted by the Land Bank of the Philippines (LANDBANK/Bank) which we may avail of for as long as it is offered; provided that we continue to be qualified under its terms and conditions.
  - b. Only enrolled MDS accounts can be accessed via eMDS with the use of an internet enabled computer and its corresponding User ID, and Password.
  - c. We understand that for our own safety, our User ID will only be activated upon receipt of an e-mail confirmation from LANDBANK. LANDBANK will disable our User ID should the wrong Password be used three (3) times.
  - d. While eMDS is available twenty-four (24) hours a day, seven (7) days a week, some or all of the services may not be available at certain times due to designated service maintenance periods, computer, telecommunication, electrical or network failure and/or any other reasons beyond LANDBANK's control.
  - e. Online transactions initiated through eMDS before system downtime on a banking day shall be posted to our account on the same day. All transactions completed after system downtime on a banking day will be posted on the next banking day. Banking days are from Monday through Friday, except banking/legal/special holidays.
3. Services and Business Rules
  - a. ACIC – We can create/approve, cancel, load or forward and inquire Advice of Checks Issued & Cancelled in the system. We are allowed to inquire check status of MDS accounts.
  - b. NTA – We are allowed to create, approve and inquire Notice of Transfer Allocation.
  - c. LDDAP-IC – We are allowed to create, inquire and approve List of due and demandable accounts payable for Internal Creditors.
  - d. CHECKBOOK REQUISITION – We are allowed to request, inquire and approve checkbook requests.
  - e. ACCOUNT INFORMATION – We are allowed to inquire MDS accounts, Internal Creditors, Transaction History, and Today's Transaction History.
  - f. PENDING TRANSACTIONS – We are allowed to inquire pending transactions or transactions that are not yet approved by the authorizer.
  - g. ADMINISTRATION – We are allowed to change password, inquire access log, inquire eMDS transaction log, inquire audit report and change our challenge questions during enrollment.
  - h. SEED FUND REPLENISHMENT – We are allowed to inquire seed fund replenishment requests, acknowledge requests and replenish seed fund request.
  - i. PHILGEPS E-PAYMENT – We are allowed to initiate debit instructions from the MDS account as payment for common used goods purchased from the PhilGEPS virtual store.

**II. GENERAL TERMS AND CONDITIONS**

1. LANDBANK shall provide us the eMDS internet banking services in accordance with existing laws, rules and regulations, particularly Republic Act 8792 (E-Commerce Law) as well as LANDBANK's business rules and regulations relative to the operation of the eMDS internet banking facility.
2. Either party may terminate this Agreement by giving ten (10) banking days advance written notice.
3. Effectivity of deletion shall be within five (5) banking days from the Branch's receipt of the request for deletion.
4. Any transaction initiated on an enrolled account prior to its deletion is considered eligible transaction for approval.
5. We recognize LANDBANK's proprietary interest in eMDS and we shall use its modules for the intended purpose only.
6. We shall have sole access to our eMDS accounts by taking the necessary steps to keep our User ID, and Password confidential. We authorize the Bank to act upon any instructions which are identified by the use of our User ID, and Password. We hereby accept full responsibility and accountability for all transactions executed via eMDS.
7. We undertake to change our Password from time to time as we deem necessary. Request for resetting of password by the authorized user shall be officially recognized by the Bank unless revoked by the client through an Enrollment Form as deletion of user.
8. LANDBANK shall consider as valid and binding any instruction given or transaction made by any person using our User ID, and Password. LANDBANK shall not be liable for any unauthorized action or transaction using our User ID and Password. The Bank shall not be obliged to investigate the authenticity of instructions or the authority of the persons sending the same via eMDS. However, LANDBANK is entitled to verify any instruction given through e-mail or via telephone or any other means.
9. LANDBANK may cancel or refuse to execute any of our instructions at any time without incurring any liability if these are against bank policies and eMDS business rules, deemed illegal and/or detrimental to the bank without prior notice.
10. For multiple transactions coming from one (1) account with insufficient balance, LANDBANK, in its sole discretion, may determine which of the transaction requests to complete.
11. We shall verify, check and validate all our eMDS transactions and maintenance if these have been processed by eMDS. If not, we shall notify LANDBANK immediately by e-mail or via telephone or any other means.
12. A Reference Number shall be assigned to us for every submitted transaction. However, a financial transaction may be denied for non-compliance of terms and conditions and business rules of the eMDS (e.g. if the designated account is insufficiently funded, Account Number is incorrect).
13. Confirmation for every transaction conducted through eMDS shall be through the Acknowledgment/Notification Page or Transaction History function of eMDS which we can print from our own computer terminal. Otherwise, we can verify through the monthly bank statements issued by our branch of account.
14. We understand that an online transaction initiated through eMDS before system downtime on a banking day shall be posted to our account on the same day. All transactions after system downtime on a banking day or completed on a Saturday, Sunday or legal/special holidays, will be posted on the next banking day. In case of system failure: all pending future-dated transactions for the day shall be processed once the system is ready. If system failure lasted until the next banking day, all pending transactions from the previous day shall be automatically cancelled by the system. In this case, LANDBANK shall coordinate with us through sending e-mail online or via telephone or any other means.
15. We shall provide LANDBANK with a correct and operational e-mail address. The Bank shall not be liable for any undelivered e-mail or from unauthorized interception or use of data relating to us or to our account(s). We shall promptly notify the Bank of any change in our e-mail address, contact numbers, business address or any other information which may affect communication by e-mail or via telephone or any other means.
16. We shall notify LANDBANK immediately upon receipt of any data or information through eMDS not intended for us. We shall delete such data or information from our terminal immediately. We shall ensure the strict confidentiality of such information.
17. We shall promptly report any discrepancies, omissions, inaccuracies or incorrect entries in LANDBANK's statement, any unauthorized transactions made and instructions not implemented through e-mail, telephone or any other means.
18. If in case our deposit account is tagged with special instructions, we shall hold LANDBANK free from any obligation and liability on the effects of these special instructions on our transactions.
19. LANDBANK reserves the right to determine the scope of eMDS, change the daily cut-off time, modify, restrict, withdraw, cancel or disconnect any service without prior notice. In this case, LANDBANK shall coordinate with us through e-mail or via telephone or any other means. It may also deactivate, suspend or discontinue any service due to mishandling of accounts as defined by the Bank's standard operating procedures or, if in the Bank's judgment, our continued access of eMDS may adversely affect the security of the system without prior notice.
20. LANDBANK shall not be liable for any cause beyond its control such as problems due to maintenance, telecommunication, electrical, network failure, computer hardware or software (including viruses and bugs) or related/incidental problems that may be attributed to the services of an information service provider.
21. LANDBANK shall not be liable for undelivered goods purchased in PhilGEPS virtual store paid thru eMDS facility debit to MDS Account.
22. LANDBANK may amend/supplement this Agreement from time to time with effectivity date as specified in the e-mail notice. Notice of the amendment/supplement sent through e-mail at the address shown on our account records shall suffice. Thereafter, continued use of the eMDS will constitute acceptance of the modification/supplement to the Agreement.
23. LANDBANK may limit our use of the services or terminate this Agreement once our account becomes dormant or is closed, or has violated any of the terms and conditions and business rules of the eMDS.
24. LANDBANK may, in the future, impose charges on this arrangement within legal and regulatory limits and we hereby authorize the Bank to impose the said charges accordingly upon notice through e-mail or via telephone or any other means without need for further demand, notice or consent. The Bank shall not be held liable for the failure of transactions due to insufficient funds resulting from the deduction of authorized charges.
25. LANDBANK shall not be liable for any loss or damage in connection with any unauthorized interception or use of data relating to us or our account(s), including the missing thereof.
26. We agree to be bound by the laws, rules, regulations and official issuances applicable to eMDS now existing or which may be issued, as well as such other terms and conditions governing the use of other facilities, benefits or services the Bank may make available to us in connection with eMDS.

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

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Signature over Printed Name of Authorized Signatory