

LANDBANK EMDS 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. We understand that we have the sole responsibility of nominating/enrolling our authorized users in EMDS with the following roles:
 - **Maker – any person access of user to a particular enrolled MDS account to initiate EMDS transactions**
 - **Authorizer – access of user to a particular enrolled MDS account to implement (approve or reject) the EMDS transaction initiated by the Maker**
 - c. We understand that only enrolled MDS accounts can be accessed via EMDS with the use of an internet enabled computer (best works with latest versions of web browsers) and its corresponding User ID, Password and **One-Time Password sent via E-mail/SMS**.
 - d. 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.
 - e. 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 periods, maintenance, computer, telecommunication, electrical or network failure and/or any other reasons beyond LANDBANK's control.
 - f. **We acknowledge that online transactions initiated through EMDS will be processed based on the designated service periods and in accordance with the DBM policy on the 24-hour waiting period for encashment of MDS checks as well as the crediting of creditor/payee's bank account unless otherwise lifted/suspended by the DBM.**
3. Services and Business Rules
 - a. Account Information – We are allowed to inquire Account Information, Internal Creditors, Transaction History, and Today's Transaction History.
 - b. Advice of Checks Issued and Cancelled (ACIC) – We can create/approve, cancel, load or forward and inquire ACIC in the system. We are allowed to inquire check status of MDS accounts. We further understand that the ACIC transmitted via EMDS shall serve as the official ACIC and will be used as basis of the Branch in the MDS negotiation.
 - c. Notice of Cash Allocation (NCA) – We understand that all NCA balances at the end of each quarter are considered lapsed after the last working hour of said quarters.
 - d. Notice of Transfer Allocation (NTA) – We are allowed to create, approve and inquire NTA in the system.
 - e. List of Due and Demandable Accounts Payable with Advice to Debit Account (LDDAP-ADA) – We are allowed to create, inquire and approve LDDAP-ADA for enrolled Internal Creditors (IC). We also understand that processing of credit to the IC account is within 24 to 48 hours after approval of the transaction in EMDS, except for transactions that will fall on a Saturday, Sunday or legal/special holidays which will be credited on the next banking day.
 - f. Checkbook Requisition – We are allowed to request, inquire and approve checkbook requests.

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 ten (10) 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. **We agree that we are responsible in protecting our account/card information and should not disclose to anyone the EMDS username, password, One-Time-Password (OTP), CVV, cash code, mobile number, email address, and other information pertaining to our account/card, to mitigate the risk that our account/card will become compromised or subject of a cyber-threat or unauthorized transaction which may result to unauthorized purchase of goods/services, fund transfer from our account, cardless withdrawal, and bills payment through the e-banking channels/internet. Hence, we acknowledge that we are solely responsible for any transaction (such as bills payment, withdrawals, purchase of goods, fund transfer) arising from cyber-threat incidents and hold the Bank, it's officers and employees free from any and all liabilities and losses that may be incurred due to the disclosure and sharing of personal/ confidential information to a third party whether or not authorized.**

9. LANDBANK shall consider as valid and binding any instruction given or transaction made by any person using our User ID, Password and OTP. LANDBANK shall not be liable for any unauthorized action or transaction using our User ID, Password and OTP. 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.
10. 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.
11. **LANDBANK shall only process transactions received from the electronic products and services such as fund transfer and bills payment transactions provided the accounts are with sufficient available balance. Thus, I/We acknowledge that I/we are solely responsible to ensure that sufficient funds are available in my/our account at the time of the transactions, immediate or future-dated or scheduled, and that my/our accounts are active. Further, any charges or penalties as a result of an unsuccessful transaction due to insufficiency of funds or dormancy of the account will be my/our sole responsibility and shall be for my/our account.**

LANDBANK implements service periods, i.e., Philippine Standard Time, during the day for each transaction. Transactions made on a weekend or holiday shall be considered as next-banking day's transactions. Thus, I/we understand that any losses, charge or penalties whether imposed by LANDBANK or third-parties, as a result of a next day transaction will be my/our sole responsibility.

I/We understand that I/we can access the Frequently Asked Questions (FAQ) of LANDBANK for more details.

12. **LANDBANK shall not be held liable for outstanding charges payable to the destination account by reason of the posting of outstanding checks drawn against the source account which earlier remained unposted for whatever reason thereby creating a temporary source account balance undiminished by the amount of the unposted checks.**
13. 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.
14. 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).
15. 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.
16. **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.**
17. **LANDBANK reserves the right to request for necessary information to be used for the investigation and resolution of reported requests and complaints. LANDBANK shall provide you with the prescribed turn-around-time to resolve the complaint. LANDBANK may, from time to time, change the official facilities and channels where you can file your requests and complaints. In addition, LANDBANK may also, from time to time, post/announce in whatever manner advisories relating to online securities. As such, I/We undertake to keep myself/ourselves apprised and updated regarding the Bank's announcements.**
18. All information given by the caller, when matched with the challenge questions asked by the LANDBANK Customer Care administrators shall be considered as valid and the caller shall be treated as the institutional depositor's authorized user. Thus, the LANDBANK Customer Care administrator shall not be held liable for any information given by the caller. In case a voice logger has been activated, the voice logger shall be referred to in cases of inquiries, clarifications and the resolution of controversies and/or disputes.
19. 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.
20. 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.
21. 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.
22. **I/We acknowledge that LANDBANK shall not be liable if my/our bill including without limitation, charges and/or penalties which may be imposed upon me/us by third-parties, remains unpaid due to erroneous instructions. As such, I/we further acknowledge that I/we are solely responsible in ensuring the accuracy and completeness of all instructions and information provided by me/us in using this facility.**
23. 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.

24. I/We acknowledge that LANDBANK reserves the right to determine the scope of EMDS, change the daily cut-off time, modify, restrict, withdraw, cancel or disconnect any service upon notice through sending email online or posting on the Bank's official website, Internet Banking Facilities, Mobile Banking Application or any other means without need for further demand, notice or consent. As such, I/we acknowledge that any such modification, amendment or revision shall be valid and binding upon me/us on the date of effectivity specified in the notice. Further, I/we acknowledge that my/our continued use and/or availment of any of the services and facilities offered by the Bank under the LANDBANK digital banking products and services, thereafter, will constitute my/our acceptance of the modifications, amendments or revisions to this Agreement or any of the terms and conditions applicable to any of the services provided through the LANDBANK digital banking products and services. Lastly, I/we acknowledge that LANDBANK shall notify me/us of any deactivation, suspension or discontinuance of any service due to mishandling of accounts as defined by the Bank's standard operating procedures or, if in the Bank's judgment, my/our continued access of EMDS may adversely affect the security of the system.
25. I/We acknowledge that, except for negligence or bad faith attributable to LANDBANK, LANDBANK shall not be liable for any loss or damage of whatever nature in connection with the use of the facility such as, but not limited to, the following instances:
- fortuitous events and force majeure such as, but not limited to, prolonged power outages, breakdown of computers and communication facilities, typhoons, floods, calamities, public disturbances, and other similar or related case;
 - 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 services provider;
 - loss or damage which the accountholder may suffer arising out of unauthorized utilization of the account or any fraudulent, unlawful or unauthorized interception or use of data relating to me/us or my/our accounts, including missending thereof, over which LANDBANK has no direct control including, but not limited from, my/our participation, fault or negligence such as, but not limited to, unauthorized disclosure of password, PIN, One-Time Password (OTP), mobile number or email, or unauthorized use of credentials/biometrics/security features.
26. 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.
27. 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.
28. 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.
29. 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.
30. The use of the LANDBANK digital products and services are subject to all LANDBANK conditions, fees and applicable charges within legal and regulatory limits at the time of the transaction. Standard fees and charges will apply to services and features that are accessible through the LANDBANK Website as applicable. LANDBANK may impose, from time to time, new service charges, and other related maintenance charges on electronic banking products, services and channels within legal and regulatory limits.

Existing LANDBANK policies at the time of amendment of the rate of charges, period covered and manner of payment shall be observed and shall be published in LANDBANK's official website (<https://www.landbank.com/>).

Availment and continuous utilization of these electronic banking products, services and channels confirms your acceptance of the aforementioned charges without reservation.

LANDBANK shall notify its clients in case there will be changes in its fees and charges in the use of electronic banking products, services, and channels.

I/We acknowledge that availment and continuous utilization of these electronic products, services, and channels confirms my/our acceptance of the aforementioned changes without reservation.

31. Accountholder's Responsibilities

In order to help ensure security in my/our transactions and personal information, I/We agree to strictly comply with the following security measures, as may be amended or supplemented by LANDBANK from time to time:

- To change my/our password/Mobile PIN from time to time as I/we deem necessary;
- To ensure that the password/Mobile PIN selected is not relate to any readily accessible personal data such as my/our name, birth date, address, phone number, identification card number, or an obvious combination of letters and numbers, including sequential numbers (e.g. 123456), or one which can easily be guessed by someone else such as nicknames, places or events and dates of events closely associated with me/us;

- c. Not to keep a written or electronic record of the username and password/Mobile PIN, or disclose these to any other person, including family, co-employees; and
- d. To keep strictly confidential and not to disclose to anyone my/our personal information such as address, mother's maiden name, telephone number, social security number, bank account number, e-mail address and other personal data.

I/We understand that LANDBANK may send or communicate with me/us via text messages (SMS) through my/our SMS-enabled mobile phone, email messages and/or other electronic alerts, reminders, and/or notices from time-to-time concerning matters relating to my/our Account by the use of any mobile number and/or email address which I/we provided to LANDBANK.

I/We hereby acknowledge and accept that each SMS or email may be sent to me/us may include my/our name and information pertaining to my/our Account. Likewise, I/we fully understand that in communicating to me/us through SMS/Email, LANDBANK will, in no case, ask me/us any information about my/our Account. Hence, I/we acknowledge that it is my/our responsibility to ensure the security of my/our mobile phone as well as my/our personal email address and to inform LANDBANK of any changes to my/our mobile phone number and email address in a timely manner.

32. 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.

III. DATA PRIVACY CONSENT

I/We have read and understood the terms and conditions covering the EMDS, including the legitimate collection and processing of our personal information involved for purposes in relation thereto. Further, I/We give my/our consent and authorize Land Bank of the Philippines, its subsidiaries, agents, representatives, outsourced service providers ("Bank"), to collect, process, update or disclose personal information about us in accordance with the Data Privacy Act, its Implementing Rules and Regulations (IRR), Bank's Data Privacy Statement, and bank secrecy laws, to verify my/our personal information from any person or entity that the Bank may deem necessary including, but not limited to, credit bureaus, financial institutions, government authorities, to establish, confirm, review or update my/our record, manage my/our account and/or services provided to me/us, to conduct risk, capacity and suitability assessment, product development and audit, to market its products and services, and other legitimate business purposes, and to comply with its reporting obligations under applicable laws, rules and regulations; for the duration of this contract, or as further allowed by the applicable law, rules and regulations.

I/We agree to hold the Bank and the persons or entities from whom it may obtain, or with whom it may disclose or verify my/our personal information free and harmless from any liability arising from the use of any such information.

I/We confirm that I am aware that under the Data Privacy Act, I have (a) the right to withdraw the consent hereby given or to object to the processing of my personal information provided there is no other legal ground or overriding legitimate interest for the processing thereof; (b) right to reasonable access, (c) right to rectification, (d) right to erasure or blocking of my personal information subject, however, to the conditions for the legitimate exercise of the said rights under the Data Privacy Act and its IRR, and subject further to the right of the Bank to terminate the product or service availed by me should I withdraw my consent or request the removal of my personal information.

Signature over Printed Name of Authorized Signatory/ies

Signature over Printed Name of Authorized Signatory/ies

For inquiries/concerns, you may contact LANDBANK through the following:

- 24/7 Customer Care Hotline: (+632) 8-405-7000 or PLDT Domestic Toll Free 1-800-10-405-7000
- Email: customercare@mail.landbank.com

Regulated by Bangko Sentral ng Pilipinas.
Tel. No. (+632) 8-708-7087, Email Address: consumeraffairs@bsp.gov.ph
Access the BSP Online Buddy (BOB through the following portals:
BSP Webchat – <http://www.bsp.gov.ph/>
SMS: 021582277 (for Globe subscribers only)
BSP Facebook – <http://www.facebook.com/BangkoSentralngPilipinas/>