

## LANDBANK weAccess TERMS AND CONDITIONS

### I. FEATURES OF THE weAccess SERVICES

#### 1. Accessibility

- a. We acknowledge that weAccess is a facility granted by 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 the terms and conditions.
- b. We understand that the institution has the sole responsibility of nominating/enrolling the authorized users of the institution with the following roles:
  - Corporate Administrator - can create, modify, unlock and reset password for enrolled users of the Institution. He/She can also enroll, amend or delete deposit accounts and account users of the Institution subject to the approval of the LANDBANK depository branch.
  - Maker – access of user to a particular enrolled deposit accounts to initiate e-banking transactions
  - Authorizer - access of user to a particular enrolled deposit accounts to implement (approve, disapprove or hold) the banking transaction initiated by the Maker

However, if the institution opted not to nominate a Corporate Administrator, the institution consents that the corporate administrator roles and functions shall be automatically handled by the servicing branch. Further, the institution shall ensure that only its authorized/enrolled users have access to weAccess service. The institution shall hold LANDBANK free from any liability and losses arising from any unauthorized access caused by the negligence of the institution or its officers or employees.

- c. We understand that only enrolled deposit accounts can be accessed via weAccess with the use of an internet enabled computer (best works with latest versions of web browsers) and its corresponding User ID, Password and Response Code sent via e-mail/SMS. Thus, we acknowledge that we will have to formally enroll/nominate additional accounts that we want to access by signing an addendum to the weAccess Enrollment and Maintenance Agreement.
- d. We understand that for our own safety, weAccess shall perform the following based on the LANDBANK's existing system parameters:
  - Disable our User ID should the wrong Password be used three (3) times until we request for the enabling of the disabled User ID
  - Tag our User IDs as inactive after one (1) year of inactivity
  - Delete our User IDs after two (2) years of inactivity
- e. While weAccess 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 weAccess before system downtime on a banking day shall be posted to our account on the same day. All transactions completed after this system downtime on a banking day or completed on a Saturday, Sunday, or legal/special holidays will be posted on the next banking day. Banking days are from Monday through Friday, except for legal/special holidays.

#### 2. Services and Business Rules

- a. Account Information – We can view the available/outstanding balance (including amounts on hold/float) and the transaction history of the enrolled regular peso savings/current accounts, subject to the following:
  - 1) The account balances and history downloaded or printed are for reference purposes only.
  - 2) Official copy of Bank Statements with images of negotiated checks shall be accessible through this module. Printed copy may be availed thru the Servicing Branch subject to a printing fee.
  - 3) High Yield Savings Account is strictly for viewing only
  - 4) Today's Transaction only includes over-the-counter and eBanking transactions for the day.
  - 5) Accounts with closed status shall be deleted and will not be displayed in the Account Information module.
- b. Fund Transfer – We are allowed to transfer funds from one of our enrolled LANDBANK deposit account to another LANDBANK account or to deposit accounts maintained with other banks, subject to the following:

##### To LANDBANK Account

- 1) Enrolment of source and destination accounts is required.
- 2) Own accounts can be enrolled as source and/or destination accounts.
- 3) Third party accounts cannot be enrolled as source accounts.
- 4) A maximum of 50 third party destination accounts can be enrolled.
- 5) Future-dated fund transfer up to 90 days from date of transaction may be initiated daily. It must be submitted or authorized at least a day before the date of the fund transfer.
- 6) Cancellation of future-dated transfer must be authorized a day before and within the service period of the specified date of transfer.

##### To Other Banks

- 1) Enrolment of source account is required.
- 2) Enrolment of destination accounts is not required.
- 3) Sender shall be required to provide the necessary information prior to the submission of transaction.
- 4) Sender shall ensure accuracy of the destination account details. Request for reversal of successful transfers due to incorrect destination account shall be subject to the concurrence of the recipient and existing processing of destination Bank.

- 5) Transaction limits and fees may vary depending on the Automated Clearing House (ACH) handling the fund transfer transaction.
  - 6) Fund Transfer via PesoNet shall be processed within three (3) banking days except for weekends and holidays.
  - 7) Bulk Fund Transfer via PesoNet must comply the prescribed upload file format.
- c. Bills Payment – We are allowed to pay bills online for enrolled merchants, subject to the following:
- 1) Enrolment of subscriber's account/reference number is required, except for GSIS and Pag-IBIG billers.
  - 2) Service fees shall be debited on the account of the merchant or charged against Average Daily Balance (ADB) on deposit float.
  - 3) Future-dated bills payment up to 90 days from date of transaction may be initiated daily. It must be submitted or authorized at least a day before the date of the bills payment.
  - 4) Cancellation of future-dated bills payment must be authorized a day before and within the service period of the specified date of payment.
  - 5) Payments to Pag-IBIG must comply the prescribed upload file format.
- d. Fund Sweeping – We understand that our designated accounts for this facility shall automatically transfer funds from the source account number to its destination account number or vice-versa. Fund Sweeping shall be initiated and approved by the authorized users of the institution. Likewise, limits and frequencies shall also be set.
- e. Auto Crediting – We authorize the debiting from our own account and crediting/transferring funds to our creditors in volume transaction using the required file format by the bank
- f. Auto Debiting / Bulk Debit – We understand that we can collect payments from the institutional depositor's clients with LANDBANK accounts via direct debit subject to execution of an Auto Debiting Agreement (ADA) from the third-party account and other documentary requirements if the third party is an institution. We hereby further understand the following:
- 1) Charges and fees shall be debited from the mother account on a per file (per transaction) or per record (per account debited) basis using the required file format provided by the bank
  - 2) Multiple third-party source accounts must be enrolled.
  - 3) The destination account is the mother account.
- g. Reports – We are allowed to download reports for the current week (Available only to institutional depositors with collection tie ups)
- h. ATM Payroll – We hereby understand and comply with the standard requirements for payroll tie-up arrangement in availing this facility. Furthermore, we authorize the processing of our payroll file by uploading the required file format subject to the following:
- 1) Source account shall be automatically debited
  - 2) Only LANDBANK ATM payroll accounts are eligible as destination accounts.
  - 3) Future-dated payroll up to 60 days from date of transaction may be requested daily. It must be submitted and authorized a day before the payroll date.
  - 4) Cancellation of future-dated bills payment must be authorized a day before and within the service period of the specified date of payment.
- i. Institutional Loan – We can view information regarding current loan information (e.g., outstanding principal balance, maturity date, loan status, etc.) including payment history. We are also allowed to pay our loan amortization based on the issued Statement of Account, subject to the following:
- 1) Only payments for enrolled loan accounts shall be accepted.
  - 2) Future-dated loan payment up to 90 days from date of transaction may be initiated daily. It must be submitted or authorized at least a day before the date of the loan payment.
  - 3) Cancellation of future-dated loan payment must be authorized a day before and within the service period of the specified date of payment.
- j. Checkbook Reorder – We authorize the debiting from our selected source account the cost of our check re-order initiated thru this module, subject to the following:
- 1) Status of the checkbook reorder maybe inquired from the servicing branch.
  - 2) Maximum of ninety-nine (99) checkbooks per account per reorder.
- k. Check Status Inquiry – We can view the status of checks issued (encashed/negotiated) within the last 60 days.
- l. Returned Check Inquiry – We can view the number and total amount of returned checks for enrolled accounts.
- m. ACIC File Upload Module – We, LGUs and NGAs, can upload and view the Accountant's Advice/ACIC file and Punong Barangay Certificate (PBC) generated from the Regular ACICDES (Advice on Checks Issued and Cancelled Data Entry System) within the last 60 days.
- n. EC NOW Access Module – We, Countryside Financial Institutions/Rural Banks, can download check files/images and upload List of Returned items or Unfunded Checks Report within the prescribed service period. Uploading of file shall follow the required file structure and file name format.

## II. GENERAL TERMS AND CONDITIONS

1. LANDBANK shall provide us the weAccess internet banking services in accordance with existing laws, rules and regulations and Republic Act No. 8792 (E-Commerce Law) as well as LANDBANK's business rules and regulations relative to the operation of the weAccess internet banking facility.

2. We shall maintain the required minimum Average Daily Balance (ADB) in our deposit accounts or as may be mutually agreed upon with LANDBANK.
3. We may terminate this weAccess enrolment or services by giving ten (10) banking days advance written notice to LANDBANK.
4. We acknowledge the deletion of user or accounts as applicable, shall be within ten (10) days from the Branch's receipt of the request.
5. Any transaction initiated on an enrolled account prior to its deletion is considered eligible transaction for approval.
6. We recognize LANDBANK's proprietary interest in weAccess and we shall use its modules for their intended purpose only.
7. We shall have sole access to our weAccess 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, Password and Response Code. We hereby accept full responsibility and accountability for all transactions executed via weAccess.
8. 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.
9. We agree that we are responsible in protecting our account/card information and should not disclose to anyone the weAccess 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."

10. We authorize the Bank to act upon any instructions which are identified by the use of our weAccess ID, Password and OTP.
11. We will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or any instruction being conducted through the Service.
12. We agree not to use any automatic device, program, algorithm or methodology or any similar or equivalent manual process, to access, acquire, copy or monitor any part of the Services, or in any way reproduce or circumvent its navigational structure or presentation, as well as to obtain or attempt to obtain any material, document or information through any means not purposely made available through the Services.
13. LANDBANK shall consider as valid and binding any instruction given or transaction made by any person using our User ID, Password and Response Code. LANDBANK shall not be liable for any unauthorized action or transaction using our User ID, Password and Response Code. The Bank shall not be obliged to investigate the authenticity of instructions or the authority of the persons sending the same via weAccess. However, LANDBANK is entitled to verify any instructions given through sending e-mail online or via telephone or any other means.
14. 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 weAccess business rules, deemed illegal and/or detrimental to the bank without prior notice.
15. LANDBANK shall only process transactions received from the digital 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.

16. 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.
17. We shall verify, check and validate all our weAccess transactions and maintenance if these have been processed by weAccess. If not, we shall notify LANDBANK immediately by sending e-mail online or via telephone or any other means.
18. A Transaction 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 weAccess (e.g., if the designated account is insufficiently funded, Account/Subscriber number is incorrect).

19. Confirmation for every transaction conducted through weAccess shall be through the Acknowledgement/Notification Page or Transaction History function of weAccess which we can print from our own computer terminal. Otherwise, we can verify through the monthly bank statements issued by our branch of account.
20. In case of system failure, all pending future-dated transactions for the day shall be processed once the system is ready; cancellation of transactions initiated in weAccess shall not be allowed. 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 or notify us through advisories.
21. LANDBANK does not guarantee the immediate posting of funds transferred to other banks via InstaPay or PesoNet and shall not be liable for any losses or damages which may be suffered by the Client, transferee or other third party in any way directly or indirectly arising out of the use of weAccess Fund Transfer module.
22. **I/we agree that once my/our LANDBANK account is utilized to send and receive funds, through digital and other channels, my/our deposit account information and other related banking information may be provided to the appropriate regulatory, governmental, law enforcement, clearing houses, third-party service providers, banking institutions, or other agencies or authorities, for the implementation of the Trace and Alert service to identify, trace, and deter confirmed or suspected frauds/scams, money mule transactions, and other related crimes.**
23. 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.
24. LANDBANK reserves the right to verify any activity that is done through the Services, especially if it involves compliance with AMLA or with other laws, rules or regulations.
25. 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.
26. We shall provide LANDBANK with a correct and operational e-mail address. The Bank shall not be liable for any undelivered e- mail communication 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 sending e-mail online or via telephone or any other means.
27. We shall notify LANDBANK immediately upon receipt of any data or information through weAccess not intended for us. We shall delete such data or information from our terminal immediately. We shall ensure the strict confidentiality of such information.
28. 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.
29. 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.
30. 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.
31. We may request the termination of the participation of any of the source accounts in the Auto Debiting module through written notice to our LANDBANK depository branch in the form prescribed and made available in the branch. Likewise, we acknowledge the right of the owner of the source account to terminate the participation of said account in the Auto Debiting module.
32. I/We acknowledge that LANDBANK reserves the right to determine the scope of weAccess, 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 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 weAccess may adversely affect the security of the system.

33. 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:
- a. 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;
  - b. 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;
  - c. 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.
34. LANDBANK may amend/supplement this Terms and Conditions from time to time upon notice through sending e-mail online without need for further demand, notice or consent and 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 weAccess will constitute acceptance of the modification/supplement to the Terms and Conditions.
35. LANDBANK may limit our use of the services or terminate this WeAccess enrolment or services once our account becomes dormant or is closed, garnished, escheated, or has violated any of the terms and conditions and business rules of the weAccess.
36. 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 sending e-mail online 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.
37. We agree to be bound by the laws, rules, regulations and official issuances applicable to weAccess 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 weAccess.
38. 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 digital 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 digital products, services, and channels confirms my/our acceptance of the aforementioned changes without reservation.

39. 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:

- a. To change my/our password/Mobile PIN from time to time as I/we deem necessary;
- b. 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 thru [lpwaccess@mail.landbank.com](mailto:lpwaccess@mail.landbank.com) 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.

### III. DATA PRIVACY CONSENT

I/We have read and understood the terms and conditions covering the weAccess system, 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.

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Signature over Printed Name of Authorized Signatory/ies

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Signature over Printed Name of Authorized Signatory/ies

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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: [customer care@landbank.com](mailto:customer care@landbank.com)

Regulated by Bangko Sentral ng Pilipinas.

- Tel. No. (+632) 8-708-7087
- Email Address: [consumeraffairs@bsp.gov.ph](mailto: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/>