# TERMS AND CONDITIONS GOVERNING THE USE OF THE ROBINSONS BANK CORPORATION (ROBINSONS BANK) ATM CARD / VISA DEBIT CARD

#### **General Provisions**

- I/We agree and understand that only my/our verified Savings Account and/or Current Account or Cash Card, under the Robinsons Bank Account Name shall be automatically enrolled and accessed through the personal online banking facility of Robinsons Bank, where an electronic Statement of Account (eSOA) shall be made available.
- 2. I/We agree and understand that Robinsons Bank shall initially assign and provide me/us with a pre-generated nineteen (19) digit Automated Teller Machine (ATM) Card Number and a Personal Identification Number (PIN) for the ATM Channel, which I/We agree not to share and/or divulge to any person. Immediately thereafter, I/We undertake to change my/our ATM PIN, such that I/we shall be the only person who has knowledge of the same. I/We shall hold Robinsons Bank free and harmless from any liability arising from any losses should any person become aware of my/our ATM PIN.
- I/We agree and understand that I/We have read the terms and conditions of the retail internet banking facility of Robinsons Bank; and that I/We agree and understand the corresponding risks entailed in availing of the facility.
- 4. I/We shall refer any of my/our complaints, such as discrepancies in the records of transaction, unauthorized transactions, loss or theft of my ATM, or Internet Banking account at any Robinsons Bank Business Center which shall be elevated to the latter's ATM Center for proper disposition.

# **Activation and Security of the Electronic Channel**

5. I/We agree to activate and sign my/our ATM Card and/or VISA debit card through Robinsons Bank ATM PIN Change facility. Once activated, my/our ATM Card shall remain in full force and effect until Robinsons Bank receives a written notice from me/us of its termination. Robinsons Bank may, however, at any time, terminate this arrangement without prior written notice for reasons as may be determined by Robinsons Bank. I/We agree and understand that I/We can enroll in retail internet banking facility by using my/our ATM Card Number and PIN.

6. I/We agree and understand to visit the corporate website under consumer awareness program to know more information pertaining to the security of transacting through the electronic channels.

#### **Transaction Fees, Authorization and Limits**

- 7. I/We agree and understand that any transaction effected by using my/our ATM Card and PIN through any electronic channels of Robinsons Bank shall be conclusively presumed to be done or authorized by me, and I/we shall be solely responsible and liable for all these transactions. I/We shall hold Robinsons Bank free and harmless from any and all losses arising from or as a consequence of the transactions presumed to be done or authorized by me/us.
- 8. I/We agree and understand that Robinsons Bank shall impose a service charge for cash withdrawals and balance inquiry using the other network's ATM.
- 9. I/We agree and understand that Robinsons Bank, by default, shall debit the transaction amount in the currency that the account was maintained. In case, the transaction was made using a different currency, the prevailing exchange rate of Robinsons Bank shall be used.
- 10. I/We agree and understand that Robinsons Bank shall impose an administrative fee for cross-currency transactions made via other network's electronic channel.
- 11. I/We agree and understand that Robinsons Bank shall have no obligation to verify the authenticity of any of my/our transaction/s other than by means of verification of my/our ATM Card and PIN. The authentication of my/our ATM Card and PIN shall be sufficient authority for Robinsons Bank to carry out my/our transactions through the electronic channels.
- 12. I/We agree and understand that the reconciling media or record of Robinsons Bank of my/our transaction/s on any electronic channel or device shall be the printed transaction receipt and the displayed output on any electronic device produced by inserting, entering or inputting of my/our ATM Card and PIN.



In case of any discrepancy, Robinsons Bank's own record of transactions maintained through its computer systems or otherwise, shall be accepted as conclusive and binding record of Robinsons Bank of my/our transaction/s for all purposes.

- 13. I/We agree and understand that my/our Cash Withdrawals and Inter-bank Fund Transfers through the electronic channels of Robinsons Bank shall be subject to the daily transaction limit imposed by Robinsons Bank. Bills Payment and other transactions shall be subject to a separate transaction limit.
- 14. Furthermore, Robinsons Bank shall inform me/us on the amount of the limits to be imposed which may be subject to change from time to time. I/We agree that Robinsons Bank may in the future impose charges on this arrangement within legal and regulatory limits, and I hereby authorize Robinsons Bank to impose said charges accordingly.

## **Disclosure of Accounts**

15. I/We hereby agree and authorize Robinsons Bank to collect, use, process, store, and update all information, personal or otherwise, relating to my/our account/s in relation to the use of my/our ATM Card or Visa Debit Card or any products, services or facilities that I/We may avail now or in the future from the Bank. I/We likewise authorize the transfer and disclosure of all information for any legal purpose and/or in compliance of a lawful order of the court or applicable laws, rules and regulations and for this purpose, I/We hereby waive my/our rights under Republic Act No. 1405 or the Law on Secrecy of Bank Deposits, RA No. 10173 or the Data Privacy Act of 2012 and any other laws of similar nature.

## **Miscellaneous Provisions**

- 16. I/We hereby allow and authorize Robinsons Bank, its affiliates, agents and representatives to offer specially selected products and services to me/us through telephone/mail/e-mail/fax/SMS.
- 17. I/We further authorize the Bank to record, store, replay and communicate to any third party, pursuant to any lawful purpose, all telephone conversations between Robinsons Bank and me/us and/or his/her/their duly authorized representative/s.
- 18. I/We likewise understand and agree that such taped or recorded conversations/instructions shall be conclusive evidence of my/our communication with Robinsons Bank and may be used by Robinsons Bank as evidence in

failure to effect any payment transaction that I/we may undertake via any electronic channel using my/our ATM Card and PIN. In the event of the same, I/We also agree to indemnify Robinsons Bank, its stockholders, directors, officers, employees and representatives. Robinsons Bank will not be held liable for any losses, resulting from circumstances over which Robinsons Bank has 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 the control of Robinsons Bank.

25. This Terms and Conditions, together with any addenda, schedule, written agreements and other applicable and existing Robinsons Bank rules and regulations shall represent my/our common understanding. If any of the provision under this Terms and Conditions shall hereinafter be declared unenforceable, all other remaining provisions shall remain in full force and effect.

### **Additional Terms and Conditions for Visa Debit Card**

- 26. I/We agree and understand that Robinsons Bank shall initially assign and provide me/us with a pre-generated sixteen (16) digit VISA debit card, a three (3) digit card verification value (CVV2) and a personal identification
- 27. number (PIN) which can be used at any VISA ATM or merchant and I agree not to share and/or divulge the information to any person.
- 28. 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:

- 28.1. ATM Withdrawals by entering my/our PIN;
- 28.2. Purchase transaction via point of sale (POS) terminal by signing of sales voucher; or
- 28.3. Purchase transaction via internet or mail order by entering at a minimum the card number and CVV2.
- 29. I/We agree that Robinsons Bank accepts no responsibility for the refusal of any Merchant Establishment to honor the Visa Debit Card. Neither does Robinsons Bank accept any responsibility for any

- any proceeding, judicial or administrative, without incurring any liability.
- 19. 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.
- 20. All terms and conditions of my/our existing savings/current account agreement(s) with Robinsons Bank insofar as not inconsistent herewith shall remain in full force and effect.
- 21. I/We agree that where particular transactions, products and services are subject to specific terms and conditions agreed upon between me/us and Robinsons Bank, insofar as not inconsistent herewith, or that are applicable from time to time, such terms and conditions shall take precedence.
- 22. This arrangement shall be governed by all applicable rules and regulations of the Bangko Sentral ng Pilipinas (BSP).
- 23. Robinsons Bank may modify, amend, or revise the terms and conditions applicable to any of the services provided herein from time to time by mailing, e-mailing, or delivering a notice of the modifications, amendments, or revised terms and conditions at the address shown on my/our account records and the revised terms and conditions shall correspondingly take effect. My/our continued use of any electronic channels that Robinsons Bank may or hereinafter utilize shall constitute as my/our conclusive acceptance of the modifications and revised agreement. Robinsons Bank may send any notice to me/us, including, but not limited to, notifications of modifications via electronic mail which shall be considered as valid and binding notification.
- 24. I/We hold Robinsons Bank, its stockholders, directors, officers, employees and representatives free and harmless from any and all liabilities, claims, damages, suits of whatever nature, arising out of and/or in connection with the implementation of this Terms and Conditions, Including any errors inadvertently committed by Robinsons Bank Or any of its representatives, any computer-related errors resulting

- surcharge collected with a transaction amount by any Merchant Establishment and debited from the Account.
- 30. I/We agree that Robinsons Bank makes no representations about the quality of the goods and services offered by third parties providing benefits, such as discounts, to me/us. Robinsons Bank 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 Robinsons Bank.

#### **Complaint Lodging**

- 31. I/We understand that I/We can lodge my/our complaint through Robinsons Bank Customer Care Center number +63 2 6372273, email address c3@robinsonsbank.com.ph, or in writing and addressed to Robinsons Bank Customer Care Center 17th Floor Galleria Corporate Center, EDSA corner Ortigas Avenue, Quezon City; or through any Robinsons Bank Business Center.
- 32. I/We understand that in order for Robinsons Bank 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.
- 33. I/We understand that Robinsons Bank shall notify me on the resolution of my/our complaint within seven (7) banking days from receipt of my/our complaint by the bank.
- 34. I/We agree and understand to visit the corporate website under consumer awareness program to know more information pertaining to the security of transacting through the electronic channels.

