

Terms and conditions



Introduction

Your use of the ING Mobile Application and the handling of your ING Account shall be governed by the [ING Terms and Conditions](#), the relevant terms for ING Save Account and/or ING Pay Account contained in advisories and promo mechanics applicable to you posted on the ING website or other communication channels, and the [ING Privacy Statement](#). For the avoidance of doubt, in case there is conflict between the relevant specific terms and the ING Terms and Conditions, the latter prevails. Please note that when you use the ING Mobile Application, you have a responsibility to keep your transactions private and secure. You need to observe the [Security Rules](#) and the [Mobile Application Terms and Conditions](#) under Clause IX below.

Please refer to the [Definitions](#) section at the end of the Terms and Conditions for certain defined terms.

You may choose not to proceed with your application or cancel your ING Mobile Application access at any time without charge. Access to or downloading the ING Mobile Application is not equivalent to opening a bank account with ING.

ING may, at any time, for any cause, and without any liability whatsoever, restrict, block or cease to allow customers from opening an ING account, availing themselves of any ING product, or using any ING service or ING mobile application functionality subject to such notification requirements as may be applicable under the relevant Laws and regulations.

ING Terms and Conditions

I. Opening an ING Account and Using and Accessing the ING Mobile Application

a. Eligible Customers

You can open an account with ING if you have all of the following eligibility requirements:

1. Be at least eighteen (18) years of age;
2. Be an individual who is a resident¹ of the Philippines;
3. Have at least one (1) valid Philippine government issued identification document ("ID")²;
4. Have a current Philippine address;
5. Have a valid local Philippine mobile number; and
6. Have a valid e-mail address.

b. Requirements of Opening an Account

Your ING Account shall be for Personal and/or Private Use only and shall not be utilized for any Business and/or Commercial Use.

Our ING policies, aligned with the Laws governing Anti-Money Laundering and Terrorist Financing, require ING to obtain, validate or verify, and record all relevant information during your application for an Account. Thus, ING will request for the following information and documents:

1. Your name, address, date of birth, and other personal and sensitive personal information (such as civil status, citizenship, employment details and source of fund, etc.);
2. Your Philippine government-issued ID, other identifying documents acceptable in accordance with the Laws and to its Regulators, and copies of your billing statements;
3. Your Foreign Tax Residency Status;
4. Your Proof of Liveness by providing a photograph of yourself holding your valid ID; and
5. Additional information as required and requested by ING in relation to the verification of the information you have provided.

ING will also request for permission to allow the ING Mobile Application to have access to items such as but not limited to your mobile phone's gallery for images of your KYC Documents that you will upload upon onboarding, location data, and/or your mobile phone's camera.

Any failure on your part to provide the required information and/or document may lead to ING refusing to allow the opening of your account with ING.

¹ Resident refers to: (a) Individual Filipino citizens residing in the Philippines; or (b) Individuals who are not Filipino citizens but are permanently residing in the Philippines who will present an acceptable document proving a Philippine address such as driver's license, billing statement, bank statement, or such other relevant document as may be required by ING as duly communicated to the customer; or (c) Individuals who are Filipino national diplomats, peacekeeping and other military personnel and other civil servants employed abroad in Philippine government enclaves as well as members of their household. Provided that, nonresidents shall be disqualified from maintaining an account with ING. For purposes of this T&Cs, "nonresident" means any person falling under (a) or (b) above who leaves the Philippines to reside abroad, or who works and derives income from abroad and whose employment thereat requires him to be physically present abroad most of the time during a given year.

² List of acceptable Philippine IDs include: Philippine Passport, Philippine Driver's license, Unified Multi-Purpose ID. ING reserves the right to require customers to present more than one valid ID to positively establish identity, permanent address, and/or source of funds. ID/s should not be expired and must include customer's name, picture, date of birth, signature, and expiration date of ID/s. ID/s must be authentic and reliable. Presentation of one (1) falsified ID or document, regardless of the submission of other valid ID/s and documents, may lead to the rejection of your application, and possible inclusion of your name in ING's blacklisted customers.

Note that the processing of your personal and sensitive personal information is covered by ING's Privacy Statement. It is your responsibility and undertaking to notify and provide ING with applicable, relevant, accurate, up-to-date, and truthful personal information, sensitive personal information and documents as ING may require from time to time, and update that information or document as required, to enable ING to comply with Government Authority requirements.

c. Verification of your Identity

Your account opening and maintenance, and your use of and access to the ING Mobile Application shall be subject to compliance with ING's KYC procedures and Laws related to bank deposits, and compliance with these Terms and Conditions. You are required to comply with all the requirements that may be imposed by ING and Laws on bank deposits for the opening and maintenance of your accounts, including, without limitation, the submission of supporting documents. Your Accounts and the related Account Numbers shall be maintained in your true and full name. Anonymous accounts, numbered accounts, fictitious names and all other similar accounts shall not be allowed. Failure on your part to provide the required information and/or documents, or providing invalid or fraudulent information or documents may lead to ING's refusal to open your account (for new accounts) or termination thereof (for existing accounts), and possible inclusion of your name in ING's blacklisted customers. ING reserves the right to approve or reject an ING account application at its sole discretion based on business reasons.

d. Foreign Tax Residency Status

If you are a U.S. person as defined under the FATCA, you shall identify yourself as one during the application/registration process, provide ING with your U.S. taxpayer identification number, and comply with all information and documentary requirements under U.S. regulation/agreements, such as the forms we provide during the application/registration process.

Unless you provide your U.S. taxpayer identification number and identify yourself as a U.S. person (i.e. a citizen or lawful resident (green card holder) of the United States), ING accepts your representation and warranty that you are not a U.S. person for purposes of the U.S. federal income tax, and that you are not acting on behalf of a U.S. person. A false statement or misinterpretation of tax status by a U.S. Person could lead to penalties under U.S. tax law. We would recommend that you consult a professional if you have U.S. indicia, or in case you have doubts as to your status.

If your tax status changes and you become a U.S. citizen or resident of the United States, you must notify ING within eighty-nine (89) days of such change in status and provide your taxpayer identification number. Further, you represent and warrant that:

1. The number/s shown in the online account opening form is/are your U.S. taxpayer identification number/s, and
2. You are not subject to backup withholding either because you have not been notified by the U.S. IRS that you are subject to backup withholding as a result of failure to report all interest and dividends, or the IRS has notified you that you are no longer subject to backup withholding.

If the IRS has notified you that you are subject to backup withholding because of underreporting, and that notice has not been terminated by the IRS, statement (2) above shall not apply. For purposes of complying with applicable U.S. tax laws, you waive any bank secrecy, privacy, or data protection rights related to your accounts.

ING may also do post-verification after the application/registration process regarding your FATCA status. If it is discovered after the application/registration process that you have U.S. indicia, during the eighty-five (85)-day onboarding period or the eighty-nine (89)-day period as referred to above, from discovery by ING or from notification, whichever comes first, ING may restrict your Account and convert it into a non-interest-bearing account. If the U.S. indicia is not cured after the eighty-five (85)-day or eighty-nine (89)-day period, whichever is applicable, the Account may be closed and you will be issued a manager's check for the balance in your Account, less any outstanding fees and charges owing to ING, and delivering this to your address of record, having you claim it from ING, or transferring the balance, less any outstanding fees and charges owing to ING, to a third-party account nominated by you.

e. Account Handling of a US Person

For U.S. persons as defined under the FATCA, and/or for those persons who declared such U.S. indicia during the application/registration process, and filled out the FATCA waiver form, ING may defer the creation of the Savings Account of the customer for eighty-five (85) days, and ask the customer for documents to cure the U.S. indicia during the eighty-five (85)-day period.

Such documents include but are not limited to IRS Form W9 and W8-BEN Form. If the U.S. indicia is not cured within this period, ING may not onboard the person as a customer.

During static data changes (i.e., change of address on the ING Mobile Application), U.S. indicia may arise. ING may also discover such U.S. indicia after a customer has an ING Account. ING has eighty-nine (89) days, subject to relevant laws, from date of static data change or date of discovery, whichever comes first, to cure the U.S. indicia of the customer. ING may restrict the account during this period and convert it into a non-interest-bearing account. If the U.S. Indicia is not cured within the eighty-nine (89)-day period, ING has the discretion to close the Account of the customer and the customer will be issued a manager's check for the balance in his or her Account, less any outstanding fees and charges owing to ING and either: (a) deliver the manager's check to the address of record; (b) have the customer claim it from ING; or (c) transfer the balance, less any outstanding fees and charges owing to ING, to a third party account nominated by the customer.

f. Representation and Warranties

In applying for an ING Account, and registering, using, and accessing the ING Mobile Application, you represent and warrant that:

1. You are qualified under the prevailing Laws to open a deposit account and use and access the ING Mobile Application.
2. All information and documents, including identification documents, which may be in the form of scans or digital pictures, presented or to be presented, and all information provided or to be provided by you to ING, through the ING Mobile Application or otherwise, in connection with your application for the opening of, or for any transaction under, any and all present and future accounts with ING are all in your possession and are genuine, true, complete and valid, and that the said documents have not been cancelled or revoked, and the information remains correct and subsisting. You shall

update that information or document as required, to enable ING to comply with Government Authority requirements. Where you collected the information or data provided to us from third party sources, you warrant and represent that you have secured consent from the relevant parties to whom such information relates. You acknowledge that your misuse of the ING Mobile Application may result in criminal sanctions under the Cybercrime Prevention Act and the Data Privacy Act, among other Laws.

3. All funds involved in the opening of the ING Account and the use and access of the ING Mobile Application shall be used exclusively for the purpose stated to ING and limited to Personal and/or Private Use, that the purpose so stated is true, and shall be used for lawful purposes. You also agree not to misuse, abuse nor employ any of the accounts, products, services, facilities and channels for purposes other than the intended use thereof.
4. Any of the security information used in the opening of the ING Account and the use and access of the ING Mobile Application is unique to you and you agree to keep these secure and confidential at all times. You must observe safe banking practices and, in particular, agree that: (a) you are responsible for the confidentiality of these security information and any transaction covered by this Confirmation; (b) you will abide by **the Security Rules** and of your responsibilities regarding the security of the transaction and related services you avail of; (c) you will immediately inform ING and change your security information in case confidentiality of this information is compromised; (d) any material misrepresentations or falsity or omission on your part will be construed as an act to defraud ING and shall be a ground for the termination of ING's Mobile Application Services, or the cancellation or termination of your access to the ING Mobile Application, without prejudice to such civil and/or criminal liability that ING may pursue against you.
5. Access to your account using any biometric information in your mobile phone has been authorized by you. You have read and agree to abide by the **additional terms and conditions when you enable biometric authentication under Clause X** below.
6. Instructions provided via the ING Mobile Application have come from you and ING shall not be liable for actions based on these instructions.

g. Lost or Stolen Device/s

If the device/s in which the ING Mobile Application is installed is lost or stolen, you must immediately report the same to us. ING shall not be liable for any loss, damage or liability you may suffer if the ING Mobile Application is used for fraudulent purposes in case your device is stolen or lost, subject to the requirements of the applicable Laws.

Nothing in these terms and conditions governing the accounts, products, services, facilities and channels shall interfere with, or result in a breach of the provisions of any other agreements binding upon you.

II. ING Accounts

All operations of ING Accounts can be completed online via the ING Mobile Application. Subject to provisions of applicable Laws, ING reserves the right to change the following features of the ING Accounts.

a. Save Account

ING Save Account is a bank account that will serve as your savings account that will allow you to enjoy the following features:

- No minimum opening and maintaining balance
- Tiered interest rate based on the available daily balance and no minimum balance to earn interest
- No fixed term or holding period

b. Pay Account

ING Pay Account is a bank account that will serve as your transaction account. It will **not earn any interest** but will have additional features that will allow you to enjoy the use of ING Pay as your transactional account, as follows:

- **ING Pay Card.** ING Pay will be linked to a debit card in the form of Virtual Debit Card or Physical Debit Card co-branded with Visa. The account balance and all the transactions on your ING Pay Card will be reflected in your ING Pay Account.
- **ATM.** The Physical Debit Card will be linked to the VISA and Bancnet ATM network, and you can withdraw from any ATM terminal in the Philippines and VISA-supported ATM terminals outside the Philippines.
- **Biller Payments.** You can pay the billers enrolled in the ING Mobile Application.
- **Point of Sale.** You can use ING Pay to make physical or virtual purchases from merchants linked to the Visa network.

III. ING Pay Cards

a. **Virtual Debit Card.** This is an online debit card which will be issued and readily activated upon your opening of an ING Pay Account that allows mobile fund transfers, biller payments, and payments to or otherwise transact on e-commerce websites and mobile applications. ING will implement a secure payment process for your protection. Some features of the Virtual Debit Card are:

- **Validity.** Unless terminated or cancelled earlier, the Virtual Debit Card will be valid for five (5) years from its date of issuance. Thereafter, all the functions related to your use of the Virtual Debit Card will be deactivated. Unless ING, in its sole discretion decides otherwise, a new Virtual Debit Card may be issued prior to the expiration of the Virtual Debit Card.
- **Acceptance.** The Virtual Debit Card is accepted at online e-commerce websites and POS terminals, which are members of the Visa network or such other networks that may be allowed by ING.
- **Binding Instructions.** All transactions using your Virtual Debit Card shall be considered as evidence that you have made correct, irrevocable and binding instructions to ING to facilitate such transactions.
- **Transaction Authentication.** For your own protection, ING may require authentication procedures, such as a One-Time-Pin ("OTP") where OTP (3D Secure) is supported by the merchant, before it agrees to proceed with any e-commerce/online transactions. ING, in its sole discretion, may verify any instructions given through the use of the OTP, although it is not obliged to do so.

b. **Physical Debit Card.** Complementing your Virtual Debit Card is a physical debit card which is a payment and withdrawal card that allows access to your ING Pay Account's funds through POS terminals, ATMs, and online platforms as well. Upon your request, a Physical Debit Card will be issued to you and delivered to your registered mailing address indicated in your ING Mobile Application within a defined but uncommitted period as determined by

ING solely through ING's appointed courier delivery service. In any event, ING reserves the right to deny issuance of the Physical Debit Card when delivery address is outside the serviceable area or when ING is unable to handle the request or for any reason whatsoever.

If the Physical Debit Card has not been issued and delivered to your aforesaid registered mailing address within seven (7) to ten (10) Business Days, you may reach us at our available communication channels.

Some features of the Physical Debit Card are:

- **Physical Debit Card Activation and PIN.** To prevent unauthorized persons from using your Physical Debit Card, you cannot use it until its activation. To activate your Physical Debit Card, set your card PIN from the ING Mobile Application. There may be a delay in the activation of your Physical Debit Card. All withdrawals using the Physical Debit Card and authorized by your nominated PIN shall be conclusively presumed to have been personally made or authorized by you.
- **Validity.** Unless terminated or cancelled earlier, the Physical Debit Card will be valid for five (5) years from its date of issuance. Thereafter, all the functions related to your use of the Physical Debit Card will be deactivated. Unless ING, in its sole discretion decides otherwise, a new Physical Debit Card may be issued prior to the expiration of the expiring Physical Debit Card.
- **Acceptance.** The Physical Debit Card is accepted at ATMs of other financial institutions, POS, and online platforms, which are members of BancNet, Visa, or such other networks that may be allowed by ING.
- **Transaction Authentication.** For your own protection, ING may require the following authentication procedures before it agrees to proceed with any transaction using the Physical Debit Card:
 - **ATM.** Withdrawals/inquiries on your ING Pay Account through any ATM can only be made using a valid Physical Debit Card together with your correct PIN.
 - **POS.** Purchases/payments made via a POS, regardless of the amount, require a valid Physical Debit Card and may further require the correct PIN or valid signature, depending on the acquiring institution's discretion.
 - **E-commerce/Online Transactions.** For your own protection, ING may require authentication procedures, such as OTP where OTP (3D Secure) is supported by the merchant, before it agrees to proceed with any ecommerce/online transactions. The input of the correct OTP to confirm any online purchase will be considered as evidence that you have made correct, irrevocable, and binding instructions to ING. ING, in its sole discretion, may verify any instructions given through the use of the OTP, although it is not obliged to do so.
- **Replacement of Lost, Stolen or Damaged Physical Debit Cards.** If the Physical Debit Card is lost or stolen or damaged, you must immediately report the same to us. ING shall not be liable for any loss, damage or liability you shall suffer if the Physical Debit Card is used for fraudulent purposes prior to the time you report its loss to ING. In replacing your lost or stolen Physical Debit Card, we will create a new card with a new number and record. Depending on the reason, ING has the discretion to give you a new Physical Debit Card but will retain the old card number and record. We may charge you a specified fee for the replacement of a lost or stolen Physical Debit Card.

c. Ownership of Pay Cards; Non-transferability; Cancellation; Termination

ING has made the ING Pay Cards available to you for your exclusive use. The ING Pay Cards are not transferable. You should not allow another person to use the ING Pay Cards issued to you. ING is the owner of ING Pay Cards, and as such, may suspend, block, terminate, or cancel the same at any time for any reason, with or without need of prior notice to you, and without liability on the part of ING for such suspension, blocking, termination, or cancellation.

Upon the request of ING, you agree to surrender the ING Pay Card immediately. Rest assured that ING will exercise its ownership rights in good faith and with due regard to applicable Laws.

Renewal or replacement of the ING Pay Card will be at the sole discretion of ING. Should ING opt not to renew or replace the ING Pay Card, ING may demand the immediate full payment of Cardholder's outstanding obligation/s, if any.

d. Responsibilities of Cardholder

As the Cardholder, you control the transactions involving your ING Pay Cards. Whenever you use your ING Pay Cards, you are giving instructions to ING, for example, to deduct a specific amount from your ING Pay Account and implement the withdrawal, payment, or fund transfer. Such instructions are considered conclusive, irrevocable, and binding evidence of such transactions.

You agree to use the ING Pay Cards for lawful banking transactions and purposes only. You further agree and warrant that the proceeds of ING Pay Cards withdrawals abroad shall not be used for foreign investments or for the payment of foreign loans or for any other purpose in violation of any existing foreign exchange rules and regulations.

Please be aware that you agree to pay and have full responsibility for:

1. any and all amounts charged to the ING Pay Cards, including withdrawals, payments, applicable fees, and other charges, which are deducted from your ING Pay Account, whether incurred in the Philippines or abroad, whether authorized or unauthorized by you, subject to your obligation to notify ING in case your ING Pay Card or the device in which the ING Mobile Application is installed is lost or stolen.
2. the charges, which are deducted from your ING Pay Account, without the necessity of proof of a signed charge or sales slip, even without actually receiving a Statement of Account (SOA), and regardless of the manner of collection used.
3. at all times, the care and safety of the ING Pay Cards and confidentiality of the PIN, and you agree to safeguard the ING Pay Cards and the PIN against loss, theft, and fraudulent or unauthorized use where such care and safeguard shall include but not limited to freezing your ING Mobile Application in the event of the occurrence of any aforementioned circumstances; otherwise you agree to be held liable for all the payments, withdrawals, and charges made or incurred from the use of the lost or stolen ING Pay Cards even if said transactions were incurred without your knowledge or authority.
4. the PIN of your ING Pay Card, which is strictly confidential and should not be disclosed, given to or made available for use by any other person under any circumstances, including ING.
5. the accuracy and completeness of the details of your instructions such as, but not limited to, account information, amounts, check numbers, account numbers with third

party payees, and any other information that you or your representative provide to us based on your instructions or files uploaded to the system.

ING is not responsible for checking the validity and correctness of the information included in your instructions. In the event that you have provided any invalid or incorrect information or transaction details, including details with respect to accounts that you wish to be credited with payments and/or transfer funds to, you understand that ING shall bear no liability for any loss or damage that you may suffer as a result.

e. Transactions under ING Pay Account

You understand that when ING accepts your transactions with third parties through the use of the ING Pay Account, such as bills payments, POS purchases, retail purchases and the like, ING merely serves as a conduit between you and your payee/counterparty. You agree not to hold ING liable for any action or claim which may arise between you and your payee/counterparty.

You accept full responsibility for all transactions made through the ING Pay Account. All transactions using the ING Pay Account shall be deemed by ING as having been made with your knowledge or authority and shall be valid and binding upon you. You accept ING's record of transactions as conclusive and binding for all purposes in the absence of manifest error. You further agree to waive any and all rights and remedies against ING in connection therewith.

ING shall not be held responsible for any error in any ING Pay Account transaction because of insufficient, inaccurate, or incorrect information. Any charges or penalties incurred as a result of an erroneous or unsuccessful transaction shall be shouldered by the Cardholder.

- **E-Commerce or Online Transactions.** When you use your ING Pay Account for ecommerce or online transactions, ING may send you an OTP (where merchants support 3D Secure) that will serve as confirmation that ING is authorized to: (i) transfer funds; (ii) unlock the use of the ING Pay Account for internet transactions; (iii) pay for goods and services procured by you through e-commerce or online transactions. The input of the OTP shall be sufficient evidence that the payment made has been authorized, validated, and cannot be disputed by you. Once the payment transaction has been authorized and consummated, ING will debit your account with the corresponding amount of the transaction, with applicable charges, and transmit the amount through Visa. Visa shall be responsible for transmitting the amount of the transaction to the seller/ biller/ provider concerned. If the transaction amount presented by Visa to ING is higher than the debited amount during the authorization, ING will debit your ING Pay account the under-debited amount. If the ING Pay account does not have sufficient balance, your ING Save account will be debited. ING shall not be held liable for any undelivered goods or non-performance of services, defects, damages, and after-sales services of such goods and/or services, and/or any other dispute between you and the seller/ biller/ provider arising from such payment and transaction. ING shall also not be held liable for any such delay in transmitting the amount of the transaction to the seller/ biller/ provider, without its willful fault or gross negligence.
- **International ATM and Debit Access.** You may use your Debit Card to make ATM withdrawals outside the Philippines where Visa is supported, subject to appropriate transaction fees. All purchases you make with the ING Pay Card for online

international transactions shall be subject to Philippine laws and the laws and regulations of the country where you made your purchase, and the ING Pay Card shall not in any way be used to circumvent them. The amount you may debit for your purchases within and outside the Philippines shall be subject to the limits and conditions as ING may set, which may be changed by ING upon its discretion and for any reason whatsoever.

f. Acceptance/Use of ING Pay Cards

You understand and agree that ING has no control over the participants of networks through which you may access your account(s), or the procedures or controls such other network participants adopt in regard to data information processing. Hence, ING shall not be liable for any loss or damage of whatever nature incurred by you (i) in instances where you are unable to use your ING Pay Account or avail of any service due to disruption or failure of the ATM or other network or communication facilities linking the same, or (ii) arising out of any failure, delay or rejection regarding the use of your ING Pay Card or the avilment of any ING Pay Account service, or (iii) caused by or due to unauthorized or fraudulent access or utilization of your ING Pay Card or any service, or (iv) transactions made with unsecured e-commerce merchants that do not implement 3D secure payments.

g. Accredited Establishments and Merchants

ING has an agreement with Visa where the ING Pay Cards bearing the labels of Visa shall, at all times, be honored in all their accredited establishments worldwide. However, ING shall not be liable to you if, for any reason, any of such accredited establishments ceases to honor the ING Pay Card. You agree to hold ING free and harmless from any and all claims for damages as a result of the refusal of any accredited establishment to honor your ING Pay Card. You shall not hold ING responsible for any defective product from or non-performance of a service by an establishment or merchant. ING shall not be liable for acts or omissions committed by other persons, such as Visa, without willful default or gross negligence on the part of ING or its employees. Any dispute between you and the establishment or merchant shall not affect your outstanding obligation to ING arising from your use of the ING Pay Card.

h. Transaction Disputes and Cardholder Complaints

Should you find any discrepancies in your ING Pay Card transactions, you agree to communicate the same via the ING Mobile Application. You may follow our guidelines as stated in Clause XI (Feedback/Communications/Complaint). Any disputed ING Pay Card transaction shall be investigated by ING, which may entail, among others, further verification of transaction records and confirmation with you and/or the network or merchant. Any dispute must be filed within sixty (60) calendar days from transaction date. The dispute shall be resolved in accordance with applicable Visa/BancNet or such similar Visa chargeback/dispute processes and procedures.

i. Waiver of Confidentiality and Consent to Disclosure

Cardholder authorizes ING, its subsidiaries and affiliates (Related Companies), and their respective officers and employees, to do any one or all of the following:

1. release, disclose, submit, share, or exchange any Cardholder and/or Account information and reports as they may deem fit or necessary and for lawful purposes, including but

not limited to consumer reporting or reference agencies, government regulatory agencies, and to other banks, creditors, financial institutions, loyalty program partners, merchant partners or service providers;

2. release, disclose, submit, share or exchange any Cardholder information and/or Account Information to ING's partners, agents, subsidiaries (local and/or foreign) in connection with remittance transactions involving the Cardholder and/or his Account; and
3. use or share with third parties the information Cardholder has provided and/or information derived from external sources for conducting internal marketing studies, surveys, marketing activities or promotional offers of ING, its Related Companies, merchant partners, and/or to develop and make offers which Cardholders may receive through email or thru other means of communication.

For the above purposes, Cardholder hereby waives his confidentiality rights under the relevant bank secrecy laws such as but not limited to Republic Act Nos. 1405, 6426, 8791, and 8484 (otherwise known as The Secrecy of Bank Deposits Law, Foreign Currency Deposit Act, The General Banking Law of 2000, and Access Device Regulations Act) and hereby agrees to indemnify and keep ING and Related Companies, including their respective directors, officers and employees, free and harmless from and against any and all claims, suits, actions or proceedings which may arise as a result of or in connection with the release and disclosure of the Cardholder information and/or Account information as set out above.

The disclosure consent herein granted by Cardholder shall continue to be valid and effective unless and until a written notice of revocation by Cardholder is duly served upon ING and its Related Companies.

j. Indemnity

In addition to other non-liability/indemnification provisions in favor of ING, you hereby agree to indemnify and render ING, its directors, officers, employees and agents and assigns, free and harmless from and against any claim, cause of action, suit, liability, loss or damage of whatever nature which may arise as a result of or in connection with the use of the ING Pay Account and the transactions made with the use of the ING Pay Card, in the following instances:

1. Disruption, failure or delay relating to or in connection with the use of the ING Pay Card or ING Pay Account due to circumstances beyond the control of ING, fortuitous events such as but not limited to prolonged power outages, breakdown in computers and communication facilities, computer-related errors, typhoons, floods, public disturbances, and calamities and other similar or related cases;
2. Fraudulent or unauthorized utilization of the ING Pay Account or ING Pay Card due to theft or unauthorized disclosure or breach of security or confidentiality of the ING Pay Account, ING Pay Card Number, PIN, and ING Pay Card Security Code, due to your actions, fault or negligence;
3. Inaccurate, incomplete, or delayed information received by ING due to disruption or failure of any communication facilities or electronic device used for the ING Pay Account or ING Pay Card;
4. Mechanical defect in or malfunction of the electronic device on which the ING Pay Card is used (i.e., ATM, POS terminals, etc.) or where the ING Pay Account is accessed; the ING Pay Card not being honored or being declined; any delay in the crediting of any deposit to or debiting of payment from the ING Pay Account due to or by reason of failure and/or malfunction of any mechanical, electronic or other part, component, system, or network upon which the ATM/network computer is critically dependent on normal and efficient operations; and/or

5. Improper, unauthorized use of the ING Pay Account or ING Pay Card's facilities and electronic devices or recklessness or accident in connection with the use thereof.

The above provisions shall survive the termination or suspension of the right to use the ING Pay Account or ING Pay Card.

k. Limitation of Liability

ING's entire liability for loss or damage (if any) in connection with the use of the ING Pay Account or ING Pay Card shall be limited to the amount of Php25,000 or the actual damage or loss incurred, whichever is less. ING shall not be liable for any special, consequential or indirect damage suffered by the Cardholder from the use of the ING Pay Account or ING Pay Card even if ING has been advised of the possibility thereof. This provision shall survive the termination or suspension of the right to use the ING Pay Account or the ING Pay Card.

IV. Transactions and Limits

After completing the application/registration process, and subject to our internal verification procedures and policies, you can now transact using the ING Mobile Application. Note that your transactions on the ING Mobile Application are subject to the relevant and applicable Laws or rules of the Clearing House or Regulators.

ING may discontinue any of its services or mobile application features (including generating bank certificates and bank statements) at any time and for any reason whatsoever, subject to such notification requirements as may be applicable under the relevant Laws and without subsequent liability to you.

a. Check Deposit

ING may accept deposits and/or fund transfers either in check or debit from your Account, or credit to your Account from a third-party bank account. You shall be responsible for the correctness, accuracy, genuineness, and validity of all information necessary for the transfer of funds from your accounts with other banks to your ING Account.

Please be aware that when you deposit a check via the ING Mobile Application, you are submitting an electronic document to ING. As a result, any abuse or misuse of our system through the use of electronic documents constitutes a violation of the Cybercrime Prevention Act of 2012. If you commit computer-related fraud or computer-related forgery, you can be punished with imprisonment for as long as twelve (12) years or a fine of at least Two hundred thousand pesos (Php200,000.00) up to a maximum amount commensurate to the damage incurred or both.

For check deposits, ING acts only as your collecting agent in receiving your checks through the ING Mobile Application for collection and clearing purposes. You agree to assume full responsibility for the correctness, authenticity and validity of all endorsements appearing on the checks or other items deposited to ING.

The success of the check deposit you have made or the check clearing process may depend on the quality of the check images you have uploaded to the ING Mobile Application. The ING Mobile Application will give you a notification regarding reason/s for the possible failure of the check deposit you have made.

Drawings may not be made against such check deposits, until actual payment has been received by ING, or full proceeds have been collected from the correspondent banks, in accordance with existing Regulator/Clearing House rules and regulations. However, subject to Laws, ING may still charge back any spurious, defective, erroneous or lost item credited to the account regardless of the time that has elapsed, whether or not the item itself can be returned. Do note that you are not allowed to overdraw an account.

It is your responsibility to make sure that the information you provide ING for check deposits is accurate and correct and corresponds to the particulars on the check and the account for which it was intended to be deposited. Subject to Laws, and existing Regulator/Clearing house rules and regulations, you shall indicate information such as but not limited to, your ING Account number, ING Account name and/or signature, on the checks you have uploaded to the ING Mobile Application for deposit.

Moreover, we will require you to indicate the following on the rear side of the check when depositing the same (i) Name of Bank – ING, (ii) Account Number – ING Account Number, (iii) Client Signature, and (iv) Date of Deposit.

Please make sure to only use permanent ink when filling out your check details on the front and rear side of the check in order to secure your information and to prevent the commission of computer-related fraud and computer-related forgery punishable under the Cybercrime Prevention Act of 2012.

ING shall not be responsible for any erroneous posting, unsuccessful, or uncompleted transactions resulting from improper or false information you provided. You warrant that by depositing the check that (i) you have not previously deposited the check in any other bank or endorsed the same to any other person; (ii) you are authorized to enforce the same or authorized to receive payments thereof; (iii) that the terms thereof are genuine and that no alterations have been made; and (iv) that the drawer's signature is genuine.

Proceeds from clearing of checks deposited shall be posted to your relevant account, net of applicable charges, subject to existing Laws. You shall be responsible for the safekeeping of all checks you have deposited to your accounts for a period of no less than one hundred eighty days (180) days. You shall submit the actual checks to ING or to the appropriate government authority and/or regulator whenever required by either or both of them. ING shall not be held liable for any loss or damage incurred by reason of or in connection with your failure to comply with your responsibility to safe-keep these checks. You agree to indemnify and hold ING harmless against any loss, liability, claim, damage and expense whatsoever arising from your failure to comply with your obligations or warranties concerning the physical check. Such indemnity shall extend to any damage caused to any other bank or financial institution by your breach. Such indemnity may be enforced against any balance you may have with your account/s in ING.

ING will only accept a check deposit with an amount below Five Hundred Thousand Pesos (PHP 500,000) per single check. Subject to Laws, and other relevant and applicable Regulator/Clearing House rules and regulations, ING may change the maximum amount set at its sole discretion upon prior notice as may be required under Laws, or limit the number of check deposit transactions that will be accepted into your account, whether in a single transaction, in the aggregate, over a set period, per customer, or per account.

ING will accept checks issued by you as the depositor/account holder making the deposit, or checks issued by third parties in your name, through the ING Mobile Application. ING may deny acceptance of deposit manager's/cashier's/personal checks payable to cash, bearer, a fictitious name, issued in the name of a third party other than you, or an account number, provincial, and foreign checks and other similar items including altered checks, stale checks, checks that are dated beyond the date of its deposit with or upon presentation to ING or checks presented after six (6) months from date of issue. You therefore agree to refrain from depositing to your Account using the ING Mobile Application such checks. ING, may also, at its discretion, refuse to accept for redepositing, returned checks. Returned checks are checks that were not cleared by the Clearing House. ING will not be responsible for checks returned/not cleared by the Clearing House for any reason whatsoever.

b. Fund Transfer

ING shall carry out any transfer instructions provided that your account with ING has sufficient funds or credit at the time of transfer instruction. Internal fund transfers between customer accounts of ING Save or between customer accounts of ING Pay will be done in real time. Any fund transfers from an ING Save Account into an ING Pay Account, or vice versa, and any external fund transfers will be subject to applicable cut off times at the absolute discretion of ING. A fund transfer into the ING Save Account will earn interest once fully credited to the account.

Payees will be subjected to regular screening according to applicable Laws. ING reserves the right to cancel or suspend a funds transfer to a payee if it has reason to believe that the transaction will cause ING to violate applicable Laws.

ING cannot guarantee the time at which the receiving banks will credit the accounts of your payees; processing time may depend on the bank of your third-party account, for external transfers. Any transaction after the daily cut-off (and on holidays and weekends) will be processed the next Business Day. For the avoidance of doubt, the crediting of account/s is subject to the receipt of clearing advice.

ING shall not be responsible for any charges imposed or any other action taken by a payee or bank in any of the following situations:

1. You do not have sufficient funds in your Account to make a funds transfer;
2. An order of a court or other competent authority directs ING to prohibit withdrawals from your Account;
3. Your Accounts are closed or your funds have been put on hold, garnished, or attached;
4. You have not provided ING with complete and correct payment information, including without limitation the name, address, account number, the destination bank and branch code, destination city, and payment amounts for the payee on a funds transfer;
5. You did not correctly use the ING Mobile Application;
6. Circumstances beyond ING's reasonable control (such as but not limited to fire, flood or improper transmission or handling of payments by a third party) that prevent the funds transfer, despite reasonable precautions taken by ING; or
7. ING terminated your use of the ING Mobile Application services in accordance with the Terms and Conditions.

Please be advised that fund transfers where the intended receiver or payee's name contains special characters such as but not limited to ñ, o, or "u" may be rejected or not processed by

ING. To the extent permissible under applicable Laws, ING will endeavor to carry out your transfer instruction by substituting such special character/s with regular character/s, e.g. “ñ” will be substituted with “n”. Notwithstanding the substitution of the special character/s in your intended receiver or payee’s name, your intended receiver or payee’s account number will remain the same.

To the extent relevant, necessary or required under applicable Laws, you will provide all information requested by ING in relation to a funds transfer, such as but not limited to information about the sender of funds to your ING Account. ING may, as it deems necessary, retry failed fund transfer transactions to the bank account/s that you have indicated in your transfer instructions. Where necessary, ING, without prior notice, may hold, reverse, or return any electronic fund transfer to the sender for reasons such as but not limited to a finding that the ING Account is misused, or that the sender has provided inconsistent information about you or your account. Subject to applicable Laws, you shall hold ING free and harmless from any liability for ING’s reliance on account number matching, and the account number/s you have provided.

c. Quick Response (QR) Service

The following shall govern your access to and use of the Quick Response (QR) Service:

1. The ING Pay QR Service makes use of QR Code that will allow (i) external Fund Transfers from an ING Pay Account to a QR PH participating bank account, (ii) internal Fund Transfers between customer accounts of ING Pay, and (iii) deposits from participating QR PH bank account to an ING Pay Account. Any or all of the foregoing transactions, as applicable, shall be referred to as “QR Transaction/s” which shall be subject to transaction limits specified under clause IV (g) below.

The QR Code means the non-encrypted unique two-dimensional static barcode generated by us for the purpose of carrying out sub-clauses (ii) and (iii) above. For subclause (i) above, the QR Service will be performed by scanning the QR payee’s QR Code using the mobile QR reader installed on your mobile device.

QR Code may be shared using share apps available on your mobile device, e.g., Viber, WhatsApp, Email, etc.

2. When utilizing the QR Service under clause IV(c) (1) above, you shall:
 - o scan the QR Payee’s QR Code using the mobile app and, where applicable, import the QR Payee’s QR Code from your device’s photo app,
 - o enter the QR Transaction amount if necessary.

By making a QR Transaction under this clause, you are authorizing payment to the QR Payee. You acknowledge that the QR Transaction will be processed and that your ING Pay Account will be debited with the QR Transaction amount. You will not use the QR Service unless there are sufficient funds in your ING Pay Account. The account balance in the source account shall exclude uncleared checks or remittances not received.

3. You are responsible for keeping your QR Code/s confidential and preventing fraudulent or unauthorized usage of your ING Pay Account through the QR Service. You are also responsible for ensuring that the details of each QR Transaction made using the QR

Service and authorized by your entry of the QR PIN are accurate. You undertake to be liable for all QR Transactions that are debited from / posted to your ING Pay Account via the QR Service, even if not authorized by you or if erroneously authorized by you.

4. You are prohibited from using the QR Service on any electronic equipment that you know or have reason to believe has had its security or integrity compromised. You will be solely liable for any losses, damages and expenses incurred as a result of your use of the QR Service on compromised electronic equipment.
5. You agree that we will not be liable to you or any third party for any block, restriction, suspension, disqualification or termination of your use of the source account or the QR Service.
6. The QR Service will be accessible at all times except, as applicable, during regular maintenance of the ING Mobile Application, down times with or without prior notification, and other similar or analogous occasions. We shall not be liable for any liability, loss, damage, cost and/or expenses whatsoever due to the availability or non-availability of the QR Service, any delay or failure in the making of a QR Transaction, or any loss, injury or inconvenience which you may suffer as a result of using the QR Service.
7. It is your responsibility to report to us immediately when you suspect or come to realize that: (i) your electronic equipment with which you use to access the QR Service has been lost, stolen or tampered with; (ii) there has been unauthorized access to your source account, security codes, mobile app or electronic equipment with which you use to access the QR Service.
8. Since the QR Code is not encrypted, it is your responsibility to keep and protect the QR Code, the data content of the QR Code, from illegal or unauthorized access through a QR reader.
9. You are responsible for keeping your QR code/s confidential and preventing fraudulent or unauthorized usage of your ING Pay Account through the QR Service. You are also responsible for ensuring that the details of each QR Transaction made using the QR Service and authorized by your entry of the QR PIN are accurate. You undertake to be liable for all QR Transactions that are debited from / posted to your ING Pay Account via the QR Service, even if not authorized by you or if authorized by you in error.
10. We are not liable for: (i) the refusal by any QR Payee to accept a QR Transaction; (ii) any defect or deficiency in the goods or services supplied to you by a QR Payee, through your use of the QR Service. You acknowledge that our ability to assist you with resolving any complaint or dispute that you may have with any QR Payee is limited and dependent on different factors including but not limited to the nature of the dispute or complaint and the payment network on which the QR Transaction was made. Accordingly, where we are unable to help, you agree to resolve any complaint or dispute against any QR Payee directly.

d. Bills Payment

ING allows you to pay your bills via the ING Mobile Application through your ING Pay Account. ING shall implement your payment instructions through an authorized payment network or via a direct arrangement with a merchant/ biller. Your ING Pay account shall be charged once you confirm the payment transaction through the ING Mobile Application and after we validate the payment instruction. ING shall submit the payment instruction to the authorized payment network for processing. Please note that the payments will be reflected in the merchant's account depending on the payment network/ aggregator or the merchant. The payment network/ aggregator shall be responsible for transmitting the amount of the transaction to the biller concerned. ING shall not be held liable for any such delay not due to its willful fault or gross negligence. ING shall not be held responsible for any error in payment or failure to transmit payment because of insufficient, inaccurate or incorrect information, or due to the closure of your Account(s) for any reason whatsoever. Any charges or penalties incurred as a result of an erroneous or unsuccessful transaction shall be shouldered by the Cardholder.

In the event of errors in payments due to insufficient, inaccurate, or incorrect information, you should get in touch with the concerned merchant immediately.

e. Transaction Date

Any transaction done via the ING Mobile Application after the daily cut-off time in Manila, Philippines, may be treated as a transaction of the next Business Day or such other day as ING may determine, and will be subject to ING's usual processing time and the rules of the Clearing House. If we do not receive any written objection one (1) Business Day from the date of transaction or before the actual settlement of the transaction, whichever occurs first, you shall conclusively be deemed to have accepted all of the terms and conditions contained herein and the accuracy and truthfulness of the details contained in the confirmation. All communications to ING may be done through the ING Mobile Application.

f. Transaction History

You can use the ING Mobile Application to access the balance and transaction history of your Account. The account summary balance will be shown in Philippine Peso. ING will issue a transaction reference number for payments and funds transfer transactions done through the ING Mobile Application. This information is not a bank statement or advice. ING will not print or issue any transaction reference, advise, or confirmation for any transaction conducted via the ING Mobile Application.

The transaction details, account balances and other information as shown in the ING Mobile Application are for reference only and may be subject to adjustments at the end of the month. Those transaction details and account balances as recorded by ING will be deemed accurate, correct, and conclusive, if these match ING's own records.

In the absence of manifest error, ING's records in relation to your Accounts shall be conclusive evidence with respect to your Accounts. If you notify ING of any error relating to your Accounts, ING shall investigate the error and make the corrections as appropriate. ING shall notify you of actions taken to correct reported error, if any.

g. Transaction Limits

All transaction limits on deposits, fund transfers, ATM withdrawals, biller payments, point-of-sales (POS) and e-commerce transactions will be posted on the ING website, mobile application or

such other communication channels as may be determined by ING, and shall be subject to change from time to time by ING as it deems fit, and as may be notified by ING in accordance with the applicable Laws and regulation. The transaction limit on fund transfer is computed on a per calendar day basis, and is computed on an aggregate basis for the account holder's ING Save and ING Pay Accounts. ING Pay will be a Receiver and a Sender in the PESOnet and InstaPay platforms. Fund transfers via the InstaPay platform will be executed real-time in compliance with the requirements of Philippine Payments Management Inc. Fund transfers done via PESONet are processed by batch after cut-off times that vary per bank.

h. Transaction Disputes and Cardholder Complaints

You shall communicate to ING, within sixty (60) calendar days from transaction date, any dispute or discrepancy in your ING Pay Card transactions. You agree that any disputed ING Pay Card transaction shall be investigated by ING, which may entail, among others, further verification of transaction records and communication with you, the network, merchant or third-party recipient. You accept that the dispute shall be resolved in accordance with ING's policies and applicable Visa/Bancnet dispute processes and procedures. The outcome of ING's investigation on this issue shall be final and irrevocable.

V. Interest, Fees, Taxes and Insurance

a. Interest

Subject to Clause IV (b) above and in accordance with existing Laws, ING shall pay interest on your ING Save Account/s, according to the Bank-determined interest rate and formula, as are/will be reflected on the pricing and rates advisories that are posted on the ING website, or such other communication channels, and as the same may be amended, revised, updated and/or supplemented from time to time. Interest shall be credited to your ING Save Account/s every last day of the month, less the applicable withholding tax. The interest earned on the last day of the month will be credited the following month.

b. Service Fee, Maintenance Fee, and Other Charges

ING shall inform you in advance, should it decide to impose or revise service charges, fees, and penalties that will be applicable to your Accounts and as may be necessary for the maintenance, processing for claiming balance, closure of your Accounts and/or your use of the ING Mobile Application. These fees may include charges for closed accounts, mishandled accounts, and dormant accounts. For this purpose, ING is authorized to debit from your Accounts and/or your remaining balance the applicable service charges, fees, and/or penalties. The amount of fees or charges may be revised from time to time as ING deems necessary.

c. Fees and Charges

The following rules apply:

- i. **Transaction Fees.** Transactions performed at BancNet ATMs (if within the (Philippines) or Visa ATMs (if outside of the Philippines) or other accepting ATM networks may be subject to fees imposed by the relevant ATM networks and/or other institution's/bank's ATM which will be automatically debited from the ING Pay Account.
- ii. **Additional Fee on Purchases Done Outside of the Philippines.** All charges including those incurred abroad through the use of the ING Pay Card shall be billed and be payable in the Philippine peso. All purchases done outside of the Philippines, including purchases

from foreign e-commerce or online merchants, may be subject to an additional fee that may be imposed by third parties.

- iii. **Conversion Fee.** For international ATM withdrawals, retail purchases or transactions made by you in currencies other than Philippine Peso, you authorize us to debit (or credit, in case of refunds) the Philippine Peso equivalent amount and any applicable fees, based on the applicable conversion rate determined by ING, the merchant or other counterparties, from your ING Pay Account.
- iv. **Processing Fee.** ING may impose a processing fee for account closure, process of unclaimed balances, documentary requests, and other similar services on any unclaimed balance(s) after account closure. Any unclaimed balance may be subject to other applicable fees and charges as may be provided herein or as may be published/notified by ING in accordance with applicable laws and regulations.

d. Credit or Bonuses

ING may, from time to time, offer special promotions which will entail bonuses, credits or rebates. The rates, duration, and any other terms and conditions of such promotions may be provided separately. Subject to applicable Laws, ING may, at its sole discretion, modify the mechanics, rewards, and/or bonuses for its promos.

If you are eligible for the promotional bonuses, credits, or rebates, such will appear in your available balance in the ING Mobile Application. These bonuses, credits, or rebates will be available for you to use after being credited to your Account.

Should you access or use any bonuses, credits, or rebates in a manner, that in ING's opinion and discretion, is not satisfactory or in line with the intent of the promotion, we may hold or freeze your Account. We may also refuse to honor the bonus, credit, or rebate, or claw back any benefit provided to you, subject to existing Laws.

e. Withholding Tax

You hereby authorize ING to withhold any and all taxes/amounts in accordance with applicable and relevant local and/or foreign laws or regulations, or as may be required by or pursuant to agreements with local or foreign regulators or authorities, and to claw back or debit your Account for any unpaid withholding tax.

f. PDIC Insurance

Your deposit/s are insured by the PDIC up to a maximum amount of Php500,000.00 **per depositor** or in such other amount as may be prescribed by applicable Laws, including PDIC laws, rules and regulations on deposit insurance from time to time. PDIC shall presume that the name(s) appearing on the deposit instrument is/are the actual/beneficial owner(s) of the deposit, except as provided herein.

g. Set-off

Subject to existing Laws, for as long as you have an account with ING, you hereby authorize ING to set-off without need of any notice against the balance of your Account(s), any of your unpaid, due and demandable obligations, as defined by Law, to ING. You authorize ING to claw back or debit your Account for any excess interest payments, bonuses, credits, rebates or benefits erroneously credited to your Account, subject to such requirements as may be applicable under existing laws and regulations. For purposes of this provision, you hereby give

ING, the full power and authority to implement the set-off, the performance of which is hereby expressly authorized, confirmed and ratified by you.

VI. Account Closure, Freezing and Blocking

a. Account Closure by Customer

You can close your ING Account, and for such account closure, you can contact ING. Your Account shall be deemed closed as soon as you have indicated your intention to close your ING Account, notwithstanding the fact that Sweeping Out of Funds has not been completed. Upon closure of your ING Account, the ING Mobile Application is unbound from your mobile device and you will no longer have access to the ING Mobile Application.

b. Account Blocking and/ or Closure by ING

Your ING Account will be closed or blocked, and you may be prevented from opening a new account or maintaining any other ING account, by ING without need of prior notification to you and with no obligation to disclose the reasons, upon our determination or finding after investigation that:

1. You have not provided the necessary documents or information required within the regulatory periods to allow ING to comply with Laws, requirements by the Government Authority, or ING policies;
2. You have or appear to have committed misrepresentation or provided false information to us in relation to the opening of your Account or the transactions you executed;
3. You have committed non-compliance with, or non-fulfillment of, the provisions of the Terms and Conditions and the requirements under the relevant Laws, or in case the closure of your Account is required by Laws affecting bank deposits;
4. You are involved in or suspected to be involved in fraud or an attempt to defraud and/or your Account is being used, attempted or suspected of being used as a tool for any fraudulent, criminal or unlawful activity; or
5. ING may, upon notice to you, unilaterally close your Account for business reasons or if the continued existence of the Account will prejudice ING's interest in any way.

In such case, ING may:

- (a) Transfer the remaining funds in your Account to a nominated third-party bank account owned by you, or
- (b) Issue or send to your address on record a Manager's Check or draft without recourse to ING for the entire remaining balance of your Accounts.

Provided, in all cases, that the amount you may be entitled to claim shall be net of all applicable charges, fees, and taxes due in respect of any service availed of in connection with your Accounts. If necessary, ING may also send other documents pertinent to transferring to it any claims it may have on your Accounts. Upon closure of the Account, you shall release ING from any obligation or liability in respect of your Accounts, and you shall hold ING, its officers and employees, free and harmless from any and all loss, claims, or damages resulting therefrom.

ING may block your ING Mobile Application access or terminate this agreement if ING finds it necessary to do so for security reasons, or in order to comply with existing Laws. For your own protection, ING shall block your ING Mobile Application access should the wrong passcode or

OTP be entered three (3) times in one (1) day. You can contact ING to unblock your accounts or regain access to the ING Mobile Application. You can reset your ING passcode through the ING Mobile Application.

c. Inactive and Dormant Accounts

If your ING Account has no deposit or withdrawal for two (2) years and after providing you the required notifications under applicable Laws and regulations, your account shall be considered dormant and dormancy fees may be imposed after a period of five (5) years from the last deposit or withdrawal transaction in your account. If your ING account has no remaining balance at the time it became dormant, it may be automatically closed by ING without prior notice to you.

In addition to dormancy fees, ING may likewise impose other service fees on the dormant accounts as may be notified to you in accordance with applicable Laws and regulations.

Dormant accounts shall not be entitled to earn any interest, bonus or benefit. You understand and agree that:

- (a) No inward transfers may be done on dormant account, but you may claim any remaining funds on your dormant account subject to ING's policy on unclaimed balances.
- (b) Your dormant account may be reduced to zero after the proper application of any fees charged by ING in accordance with applicable Laws.

Any Account with remaining balance that has been inactive for ten (10) years shall be included in the list of unclaimed balances to be submitted to the Treasurer of the Republic of the Philippines and will be subject to escheatment in favor of the Government of the Republic of the Philippines in accordance with the Unclaimed Balances Act (Act No. 3936, as amended).

d. Garnished Accounts

In the event ING receives a court order garnishing your Account, ING is not obliged to notify you of such garnishment, and the fact that it is complying with the garnishment. You hold ING, its officers and employees, free and harmless from any and all loss, claims or damages resulting therefrom.

e. Death of an Account Holder

In the event of death of an account holder, the executor, administrator and/or legal heirs, of the account holder must immediately inform ING of the fact of such death. In accordance with local tax Laws and regulations, the withdrawal of the funds corresponding to the ownership interest of the deceased may be allowed within one (1) year from the death of the account holder, subject to the presentation of the documents as required by the relevant Regulator and the payment and/or withholding of applicable taxes.

ING shall require the executor/administrator and/or compulsory heirs to submit: a certified true copy of the death certificate of the deceased; TIN of the estate of the deceased account holder; BIR Form 1904, duly stamped received by the relevant Revenue District Office of the BIR; proof of relationship (marriage contract for spouse, birth certificate for child/children) to the deceased account holder; document/s authorizing the release of the funds of the deceased account holder, such as an agreement in writing among all of the deceased's legal heirs on the release

of the funds to the named authorized representative of the deceased. ING may require the submission or execution of other documents necessary to process the withdrawal of funds.

Upon ING's confirmation that the submitted documentary requirements are in order, ING shall withhold the applicable tax rate from the amount to be withdrawn. ING shall provide the claimants of the deceased account holder with proof of remittance to the BIR of the tax withheld.

After the lapse of the one (1) year period, the executor/administrator and/or legal heirs must pay the estate tax due on the account holder's estate and secure the tax clearance certificate from the Regulator together with the documents required above, before the funds can be withdrawn.

If the funds of the deceased account holder have been duly included in his/her gross estate and the estate tax thereon has been paid, the executor, administrator, and/or legal heirs shall present: the eCAR issued for the estate; a duly notarized deed of extrajudicial settlement or affidavit of self-adjudication (if only one (1) heir); certified true copies of proof of relationship to the deceased account holder (marriage contract for spouse, birth certificate for child/children); proof of registration of the extrajudicial settlement or affidavit of self-adjudication with the appropriate Register of Deeds, heirs' bond equal to the amount being withdrawn (valid for at least two (2) years from the registration of the extra-judicial settlement or affidavit of selfadjudication with the Register of Deeds); and affidavit of publication attesting to the publication of the extrajudicial settlement or affidavit of self-adjudication in a newspaper of general circulation once a week for three (3) consecutive weeks prior to being allowed to withdraw from the account. In such a case, the withdrawal shall no longer be subject to the final withholding tax.

In all cases, the executor/administrator and/or legal heirs of the account holder shall each indemnify ING for any expenses, losses, or damages ING may suffer by virtue of or in relation to their withdrawal of the funds, and each shall execute a sworn undertaking evidencing such solidary obligation prior to the release of the funds, and allowing ING to offset any liability against any existing funds of the deceased depositor or of the executor/administrator and/or legal heirs of the deceased which may be in ING's possession.

f. Account Holder Acting through Authorized Representative

In exceptional circumstances, when you are personally unable to transact with ING, you may appoint a duly authorized representative for the closure of your ING Account(s) or for claiming the remaining funds therein.

To transact via an authorized representative, please prepare the following documents:

1. Signed and notarized Special Power of Attorney (SPA) granting the authorized representative express powers to act on your behalf regarding your specified ING Account(s). If you are residing abroad, in addition to notarization, the SPA must be either apostilled or consularized, depending on the rules of formalization of documents in your current country of residence.
2. At least one (1) valid government issued ID with signature, for both you and your representative.
3. Request letter signed by you stating the reason(s) for why you are unable to transact with ING on your own and would need to act via a representative.

ING may also request other documents as necessary. All documents and information submitted will be subject to our review and confirmation.

By appointing an authorized representative and submitting his personal information and documents to ING, you represent to ING that you have obtained your representative's consent for the processing of his personal information for the purpose of executing transactions with ING on your behalf.

You agree and acknowledge that ING may conduct verification checks on both you and your authorized representative in compliance with applicable Laws. ING reserves the right to refuse to deal with a representative with a defective SPA or with unverified documents, or to refuse to execute a transaction that is outside the scope of your representative's authority as provided in the SPA.

You agree to indemnify and hold ING free and harmless for any liability in connection with ING's reliance on the submitted SPA, any transaction made with us by your representative purportedly on your behalf or with your authorization, or any decision or action we make on your ING Account(s) as a result of our review of the SPA, documents, and other information submitted to us.

VII. Processing of your Information and Waiver of Confidentiality under Bank Secrecy Rules

It is important that you understand and agree that ING will transfer, process, and share your data and information as stated in these Terms and Conditions. The processing, profiling, and sharing of data and information are subject to applicable data privacy Laws, and bank secrecy Laws of the Philippines, the applicable data privacy Laws of the Netherlands, and the European Union amongst others, as well as ING's **Privacy Statement**. In line with the processing of your information, you agree, consent, permit and authorize ING that:

1. All personal data (as defined under the Philippine Data Privacy Law of 2012 and its implementing rules and regulations), as well as the General Data Protection Regulation (Regulation (EU) 2016/679), customer data, and account or transaction information or records relating to you that is with ING may be collected, processed, stored, recorded, organized, updated, modified, blocked, erased or destroyed, profiled or shared, by and between entities within the ING group of companies, any of its affiliates and subsidiaries, or each of its foreign or domestic authority or regulators, for the purposes as set out in **ING's Privacy Statement** or **Outsourcing Disclosure (Clause XIII below)**, or for compliance with any Law, regulation, government requirement, treaty, agreement or policy, or as required by or for the purpose of any court, legal process, examination, inquiry, audit or investigation of any government or regulatory authority on anti-money laundering, economic sanctions, FATCA (including withholding under FATCA), and CRS. Please be aware that ING may share check images to its suppliers for purposes of assessing and enhancing its services.
2. These terms and your consent shall not be replaced by any applicable non-disclosure agreement. Please be aware that your information may be processed or profiled by or shared with jurisdictions which do not have strict data protection or data privacy Laws. Your consent applies for the duration of and even after the closure or cancellation of your Accounts, subject to applicable Laws, issuances, and regulations. As such, subject to relevant Laws and regulations, you expressly waive your right under confidentiality Laws in the Philippines or in other jurisdictions including but not limited to RA 1405 or The Law on Secrecy of Bank Deposits, RA 6426 or The Foreign Currency Deposit Act and RA 8791 or The General Banking Law, and allow processing, storing, access to, and/or

sharing of any information regarding your Account(s) as well as ING products, services, facilities and channels which you have activated, enrolled in or availed of pursuant to these **Terms and Conditions**.

3. You will provide ING with the information required to enable ING to comply with any Law or regulation, government requirement, treaty, agreement, or policy or as required for the purpose of any court, legal process, examination, inquiry, audit or investigation of any government authority.
4. ING may use various means, such as facial, fingerprint or voice recognition technology to collect and analyze your voiceprint or other biometric data, for the purpose of identity verification when you communicate or give instructions through video or the phone. Your failure to provide accurate biometric information concerning yourself may result in a violation of the Cybercrime Prevention Act and the Data Privacy Act.
5. The processing, profiling, and sharing of your information apply during the application stages, as well as for the duration and after the rejection, termination, closure or cancellation of your ING Accounts or relationship or services for a period of at least ten (10) years from the termination of your last existing account or relationship with ING, subject to applicable Laws, issuances, and regulations. Where ING deems it necessary or required to fulfill foreign and domestic, legal, regulatory, governmental, tax, law enforcement, and compliance requirements and to disclose your information to these authorities, you understand and consent that the storage will be made even after a period of ten (10) years from the termination of the relationship until the final conclusion of any requirement or disclosure obligation, dispute or action.

The foregoing waivers and consents shall be deemed to likewise include any future Laws which may be subsequently enacted relative to the processing, storing, sharing, updating and disclosure of any personal information or such other information that may be required for the purposes and to the entities enumerated above.

VIII. Changes to the Terms and Conditions

ING reserves the right to change the Terms and Condition applicable to the accounts it may offer to you. ING shall inform you of changes, to the extent feasible and necessary, via notices sent through the ING Mobile Application, email, text or SMS, ordinary mail, or via public notice on the ING website, and within sixty (60) days prior to their implementation. Except for changes in deposit interest rates which may take effect immediately after public notice, such amendments shall be applicable within the time period provided by Laws. You shall be deemed to have agreed to the changed Terms and Conditions unless you notify ING in writing within thirty (30) days from the receipt of individual notice or issuance of public notice, whichever is earlier. However, by continuing to use of the ING Mobile Application after receipt of the individual notice or issuance of public notice, you are deemed to have accepted any changes to the Terms and Conditions made by ING.

IX. Mobile Application Terms and Conditions and Security Rules

Through the use of the ING Mobile Application and the opening of the ING Account, you hereby acknowledge and agree that this entails the transmission of data, information, and/or communication through the internet.

a. Terms and Conditions regarding the Use of the ING Mobile Application

The ING Mobile Application allows you to check your balance, see recent transactions, transfer funds to your own Account, transfer to other local ING Accounts or third-party bank accounts in the Philippines, and inquire on ING's latest products, promos, and services.

During the onboarding/application process, a five-digit passcode shall be assigned by you, and, in addition, an OTP shall be sent by ING via SMS to your ING registered mobile phone number. The passcode and/or the OTP enables you to be connected to ING's system, to have direct access to your account, and/or to effect transactions via your ING registered mobile phone or similar device. You are responsible for keeping your passcode and your OTP confidential. You shall take all necessary steps to prevent the disclosure or discovery of your passcode and OTP by any other party. You are also responsible for ensuring the security of your mobile device where the ING Mobile Application is registered and installed, and for keeping it protected from unauthorized use. Upon completion of registration, a CIF will be assigned to you.

ING does not guarantee the delivery or prompt delivery of your OTP. Your receipt of the OTP may be delayed or prevented by factors affecting your mobile or internet service providers, and other factors outside ING's control. You agree to hold ING, its directors, officers, employees and agents free and harmless from all loss or damage, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from any non-delivery, delayed delivery, or misdirected delivery of an OTP, or your failure or inability to access the ING Mobile Application due to incorrect information you provided to us. The OTP is provided on an "as is" and "as available" basis. ING shall have no liability in relation to any OTP or other device, application or delivery channel designated for the delivery or receipt of an OTP, including without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for a particular purpose, including without limitation, any loss incurred or suffered arising from any failure by you to keep secure or use the OTP or other device or application in accordance with any instructions and other terms of ING. No warranty of any kind, including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, is given in conjunction with the OTP or other device, application, or delivery channel designated for use for the delivery and/or receipt of OTP.

You shall immediately contact ING if you have any knowledge or reason for suspecting that the security or confidentiality of your OTP has been compromised, or if there has been any unauthorized use of your OTP. You shall be solely responsible and liable for all losses and consequences for any failure by you to comply with any of the responsibilities regarding the safeguarding of your OTP.

ING is entitled, at its sole and absolute discretion, to cancel without notice at any time, the use or require the replacement or modification of the OTP or other device, application, or delivery channel designated for the delivery or receipt of the OTP, and ING shall not be liable to you for any loss as a result.

ING may expand, alter, restrict, suspend, or discontinue the use of the ING Mobile Application and its services (e.g., alerts, OTP), subject to the relevant Laws issued by the Regulator, among others.

While the ING Mobile Application is available 24-hours a day, some or all of the services may not be available at certain times due to security reasons, maintenance, computer, telecommunication, electrical or network failure, or any other reasons beyond ING's control,

and as such, ING shall not be liable to you if there are times you are unable to gain access to the system due to the foregoing reasons.

You acknowledge that any of the security information (e.g., passcode) used in the ING Mobile Application is unique to you and agree to keep these secure and confidential at all times. You acknowledge and agree that:

1. You are responsible for the confidentiality of these security information and any transaction done or consummated through the ING Mobile Application on your mobile phone shall be charged to your Account balance;
2. You will accept full responsibility for all transactions and/or instructions processed through the use of the ING Mobile Application on your mobile phone, whether or not processed with your knowledge. ING will not be liable whatsoever for any such transaction, whether or not processed with your knowledge, unless the same is due to the willful default or gross negligence of ING;
3. You will comply with the **Security Rules under this Clause IX** and of your responsibilities regarding the security of your transactions and services you avail of; and
4. You must immediately change your passcode in case confidentiality of this information is compromised.

You understand that any access to the ING Mobile Application will be effected through the relevant internet or network service provider from where such service is accessed, so your access will also be governed by the Laws and regulations of that country and any terms and conditions prescribed by the internet or network service provider in separate agreements with you. You shall be responsible for all telephone charges and charges by any internet service provider incurred in connection with the use of the ING Mobile Application.

You agree that neither ING nor any of its officers and employees, or any branch, affiliate, or subsidiary of ING is responsible for any electronic, mechanical, data failure or corruption, computer viruses and bugs, or related problems that may be attributable to the services provided by any relevant internet, network or information service provider.

By choosing to provide your mobile number/s and by communicating with ING (and its service providers), you authorize ING to retain records of such communications, replay, and communicate to any persons or entity authorized by ING, all conversations (including conversations with ING's service providers) with you on the provided mobile number, and confirm that the recording, replay, and communication have been done with your consent and authority. Our customer service will advise you regarding the recording of communications and the purpose of such recording.

ING may communicate with you through text or SMS, email, social media, instant messaging applications, or any other means of communication, for prompts, reminders, and notices concerning your accounts. These electronic messages are sent to you for convenience, information, notification or demand purposes.

It is your responsibility to notify ING of any change in your information or registered contact information (e.g., email address, mobile or landline number, permanent or current mailing address, etc.). ING shall not be responsible for the consequences of your inability to receive electronic advice, notice, OTP, email, SMS, or telephone messages from ING as a result of your failure to timely notify ING of these changes. Neither shall ING be responsible for the consequences of notices, electronic advice, OTP, email, SMS, or telephone messages from ING being sent to the wrong person, as a result of your failure to timely notify ING of these changes.

You shall notify or advise ING of changes in your contact information through the ING Mobile Application or through the contact information provided in [ING's Privacy Statement](#) (see also Clause XIV below), subject to ING verification procedures.

b. Notifications

You may request and receive messages and/or notifications within the following (but not limited to) channels: ING Mobile Application, text messages, email messages, and/or push notifications about your account(s) through your registered mobile device.

You may receive notifications/messages through your identified ING registered mobile device or email, or both. ING shall send notifications/messages to you. ING may also choose to send certain types of notifications/messages only through specific channels. It is your responsibility to check from time to time what notifications/messages you may have in all of the available channels.

It is your responsibility to determine if your mobile device service provider supports the following: text messaging and/or email service, mobile internet, and is capable of receiving push notification. The sending of ING notifications/messages may be subject to the terms and conditions of your agreement(s) with your mobile device internet carrier or service provider. To reiterate, you are responsible for all fees imposed by your mobile device service and internet service provider.

Your receipt of any message/notifications may be delayed or prevented by factor(s) affecting your mobile device or Internet service providers and other factors outside of ING's control.

The messages/notifications ING sends you do not free you from the responsibility of safeguarding the physical security and authorized use of your accounts. The service is merely an aid to monitor the use of your accounts.

ING reserves the right to terminate this service or begin charging a fee for such service at any time subject to prior notice to you. A message/notification does not constitute a record for the accounts to which it pertains.

c. Online Security

How we protect you

ING takes the security of your information and money very seriously. We use technological, organizational, and physical security measures to ensure a high level of protection for your information and money. We also use malware detection tool to help in fraud management while you are using your ING Mobile Application, and this tool may collect, transmit, store, and use technical and device data related information such as your device ID, IP address, mobile operating system type and ING Mobile Application version.

Knowing mobile banking is safe is not just a nice-to-have. It is a must-have. As an ING customer, your information and money are protected with industry standard security technology and practices. We continually monitor trends and work with industry experts and authorities to ensure that we provide a high level of protection.

Transaction monitoring

ING operates a number of specialized industry standard systems designed to help us detect fraudulent transactions performed on your Account. In analyzing and investigating alerts, we

may need to contact you to verify activity on your Account. If necessary to prevent fraudulent transactions, we may also decline transactions or temporarily block your Account.

To help us contact you quickly, please ensure that your contact phone numbers registered with ING are current at all times. Please ensure to activate global roaming on your mobile phone if you are travelling overseas.

Communication to customers

We will communicate to you when we become aware of new threats to mobile banking by updating the Security Tips page on <https://ing.com.ph>. If you have any concerns about the security of online banking, please contact us.

X. Biometric Authentication

When you enable biometric authentication functionality ("BAF"), the device/s in which the ING Mobile Application is installed may collect, store and use, without limitation, fingerprint, iris scan, facial scan or a combination of these biometric information. To find out if your mobile device supports BAF, please check your mobile device's user manual or contact your mobile device provider. For the avoidance of doubt, ING Mobile Application does not collect or store your biometric information, which is stored locally in your mobile device.

BAF is a service provided by your mobile device provider. It is NOT provided by ING Bank. Accordingly, your rights and obligations are primarily governed by the terms of your agreement with your mobile device provider.

Notwithstanding the foregoing, you agree to be bound by the additional terms under this section with respect to your use of BAF to access the ING Mobile Application.

a. Storage of Biometric Information

ING Mobile Application does NOT collect or store your biometric information, which is stored by BAF locally in your mobile device. You remain responsible for securing your biometric information from unauthorized access, subject to the terms of your agreement with your mobile device provider.

b. Enabling the BAF

The BAF is an optional feature of your device. You will need to enable the BAF of your mobile device in accordance with your device's instructions on the use of this functionality. You should be able to deactivate the BAF at any time in your device's settings.

Once you enable the BAF on your mobile device, you will need to store biometric information (e.g., fingerprint) in your mobile device following your device's BAF instructions. It is highly recommended that you familiarize yourself with BAF's (and/or your mobile device provider's) privacy policy, and understand how your mobile device provider collects, stores, uses, and protects your biometric information. Please be aware that storing biometric information belonging to another person other than you as the account holder may result in access to the ING Mobile Application, for which ING holds no responsibility.

c. Using the BAF

When you log in to the ING Mobile Application, you have the option of using your mobile device's BAF to verify your identity. BAF can authenticate your identity by comparing your biometric information that you used to log in (e.g., fingerprint) with the biometric information stored in your mobile device.

Once your mobile device authenticates your identity, you will be automatically logged in to the ING Mobile Application.

d. Issues and Complaints on the Use of BAF

The use, availability, and security of the BAF is dependent on your mobile device provider and/or third parties, both of which are NOT part of or related to ING. Thus, please be aware of these considerations before enabling the BAF on your mobile device.

Should you have concerns on the use of BAF, you agree to direct the same to your mobile device provider's customer care hotline and/or complaints procedure.

e. Securing your Mobile Device

You are fully responsible for the security of your mobile device. ING shall not be liable for any unauthorized access to your ING Mobile Application arising from theft or loss of your mobile device.

f. No Warranties; Indemnity

BAF is a service provided by your mobile device provider independent of ING Mobile Application. ING does not make any warranty, whether express or implied, in relation to your use of the BAF.

You shall hold ING free and harmless, and shall indemnify ING, from and against any claims, demands, actions, liabilities, losses, damages, costs, and expenses that may at any time be imposed upon, incurred or suffered by, or asserted against ING in connection with your use of the BAF, including but not limited to any act, omission or circumstance constituting a breach of your obligations under these additional terms relating to your use of BAF or an infringement of a third party's rights (including intellectual property rights).

XI. Feedback/Communications/Complaints

Any inquiries, complaints or requests in relation to your ING Account, or your access and use of the ING Mobile Application may be sent to ING's 24/7 customer care via message or chat, or to ING's Legal and Compliance Department at its office address at 22nd Floor, Arthaland Century Pacific Tower, 5th Ave. cor. 30th St., Bonifacio Global City, 1634 Taguig City, Metro Manila. The complaints handling procedure in relation to your account and/or ING Mobile Application can be found in this link <https://ing.com.ph/contact-us>.

Where available and applicable, to better assist you when transacting with ING on your ING Mobile Application, you may turn on the screen sharing function on your ING Application. Screen sharing allows you to mirror your mobile device's content to our customer services operators' screen. This will allow our customer operators to view your screen and advise you on the course of action necessary to proceed with your desired transaction.

a. Enabling Screen Sharing

1. The screen sharing function is available during a live chat initiated by you on the ING Mobile Application.
2. Screen sharing may be initiated by our customer service operator or by you.

b. Deactivating Screen Sharing

1. You may stop or cancel screen sharing at any time by pressing the "Stop Screen Sharing" button (for Android users) or the red bar (for iOS users) located at top side of your ING Mobile Application.
2. Our customer service operator may also request that the screen sharing function be disabled upon their assessment that there is no need for the same.
3. The screen sharing function will automatically be disabled once you end the chat by pressing the "End Chat" button or once you log-off the ING Mobile Application.

c. Disclaimers

1. Our customer operators may only view your screen. They will not be able to perform other functions on your ING Mobile Application.
2. Our customer service operators may only view your screen when you are within the ING Mobile Application. Should you leave the application, our customer service operators will not be able to view your screen. If you did not disable the screen sharing function or if you did not log-off from the ING Mobile Application, the screen sharing function may remain open for the duration of the chat session.
3. While you are within the ING Mobile Application, our customer service operators may see any notifications that may arise or pop-up. To avoid unexpected notifications, we propose that you disable any notifications while within the ING Mobile Application.
4. We do not record or retain any information during screen sharing other than your agreement to enable the same.

Contact information for Data Privacy concerns can also be found at the end of the **ING Privacy Statement**.

ING is an entity supervised by the BSP. You can also contact the BSP through the following:

Financial Consumer Protection Department
Central Supervisory Support Subsector
Supervision and Examination Sector
Bangko Sentral ng Pilipinas
5th floor Multi-Storey Building
BSP Complex, Ermita 1800 Manila
Consumer Assistance
Direct Line: 8708-7087
Facsimile: 8708-7088
Email Address: consumeraffairs@bsp.gov.ph

XII. Miscellaneous

a. Liability

You agree to be liable for all transactions conducted with the use of the ING Mobile Application and shall be liable for losses or damage due to:

1. Fraud, deliberate action (including depositing of check with another bank, which check was previously cleared through ING), or negligence on your part;
2. Instructions which are identified by any use of your mobile device including biometric information in it, your mobile number, security codes. You shall hold ING free and harmless from any liability for ING's reliance on account number matching for electronic payments, and the account number/s you have provided;
3. Improper or unauthorized use of the ING Mobile Application or your security codes and the transaction or loss occurred before you notified us of the loss, theft or misuse of your security code or mobile device;
4. Any damage to your mobile device, related facilities, or software as a result of access to the ING Mobile Application, or through your card number, or security codes;
5. Access through your mobile number, mobile device, biometric information and/or security codes, when it is prohibited, restricted, delayed, or otherwise affected by (i) any law or regulation of the country from where ING Mobile Application is accessed, or the terms and conditions of the internet or information service provider in that country of access; or (ii) any law or regulation of any jurisdiction, regional or international authority which governs any use of any component of the ING Mobile Application, or any relevant internet or information service provider or system;
6. Any act or omission of any relevant internet, information, or network service provider occasioned by access through your mobile number, mobile phone and/or security codes;
7. Any modification, alteration, upgrade, or termination of the ING Mobile Application occasioned by access through mobile number, mobile phone and/or security codes;
8. Any delay or failure in any transmission, dispatch or communication facilities;
9. Your failure to update your contact information with ING (subject to existing Laws), and other factors outside of ING's control, and your failure or inability to access your ING Accounts as a result thereof;
10. Any third party, whether authorized or not, obtaining information on your Accounts disclosed in the notifications/messages by accessing your Account or mobile phone;
11. The acceptance of deposits to the Account/s or the processing of any transaction applied for or requested by you or pursuant to your instructions, or for not honoring conflicting instructions issued by you or for closing any Account/s under the circumstances provided herein, including losses or damage relating to any secrecy Laws or regulations (if any), should any of your Account information be viewed or accessed by any persons other than you, as a consequence of your negligence;
12. ING's failure to perform any of its obligations with respect to any product or service offered to you if such performance would result in a breach of any government requirement or if its performance is prevented, hindered or delayed by a force majeure event; in such case its obligations will be suspended for so long as the force majeure event continues (neither shall another ING branch or affiliate become liable). Force majeure events includes restrictions, involuntary transfers, unavailability of any communication, clearing or payment system, sabotage, fire, flood, explosion, acts of God, economic sanctions, government requirements, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government or similar institutions; or
13. Any action taken by ING to comply with FATCA, CRS, economic sanctions, or government requirements (neither shall another ING branch, subsidiary, nor affiliate become liable).

Upon the closing or termination of your Accounts, ING shall have no liability for any claims and demands arising from the closing or termination or, if applicable, the dishonor of any check presented to ING after the closing of the Accounts. Your waiver applies to any claim arising from the exercise of ING's responsibility to report the closing of your Account and the reasons therefor to the Regulator, Bankers Association of the Philippines, and/or other government agencies.

b. Limitation of Liability

Without prejudice to the limitation of liability clause under the ING Pay Account section, if ING is found liable for any act or omission for any reason whatsoever, ING's liability shall be limited to actual proven damages. We shall not be liable to you for any indirect, special, or consequential loss or damage arising in any way out of the use of the ING Mobile Application. You shall hold ING free and harmless from any liability for ING's reliance on account number matching, and the account number/s, contact information, current address, and other personal information that you have provided. All obligations hereunder are payable solely at the ING Bank N.V., Manila Branch.

c. Attorney's Fees and Costs/Venue

In the event ING is compelled to institute judicial or extra-judicial action or proceedings to enforce collection of any indebtedness or obligation arising out of the Terms and Conditions, you agree and shall be bound to pay ING an additional amount equivalent to twenty percent (20%) of the total amount due, but in no case less than Five Thousand Pesos (Php 5,000.00) including accrued interest, as attorney's fees, in addition to cost of suit. In case litigation arises, venue shall be exclusively in Taguig City.

d. Waiver of Rights

No failure or delay on the part of ING in exercising any of its rights, powers, or remedies accruing upon your breach or default shall be a waiver of any subsequent breach of any other right, power, or remedy. Any waiver, permit, consent, or approval of any kind or character for any breach shall be effective only up to those specifically set forth in the written notice.

e. Assignment

No contracts entered into in connection with your Accounts nor the rights, duties and/or obligations contained in the said contracts or these Terms and Conditions may be assigned by you. However, ING may assign or novate any of the said contracts or any rights, duties and/or obligations in these Terms and Conditions, either in whole or in part, to an affiliate or to a company succeeding to the interest ING by reason of merger, sale, or reorganization. You agree to execute the documents or powers of attorneys necessary to give full effect to the authority or powers conferred upon ING.

XIII. Disclosure of Outsourcing and Data-Sharing Activities

We provide a wide range of financial services to our clients around the world through its licensed branches, representative offices, subsidiaries and affiliates, partners, agents, and their respective officers, employees and authorized representatives ("ING Bank Group").

a. Outsourcing Activities and Centralization of Processes and Systems

As part of the continuous review of our ability to offer to our customers, comprehensive, efficient and consistent services, ING has undertaken initiatives to centralize its processes and to implement the use of global systems by members of the ING Bank Group in our daily operations. In conjunction with such initiatives, ING shall be outsourcing certain activities to its head office, local branches, or affiliates within the ING Bank Group or to external service providers (collectively, the “Service Providers”), who may be based in locations outside the jurisdiction of any branch of ING that is providing a service to you.

The outsourced activities will include, subject to restrictions and compliance with the requirements of Laws, but are not limited to:

- identification and on-boarding of clients; executing payment and other financial transactions, recording and financially settling services, products and materials delivered to and from ING, including communication with clients involved in contracts (e.g. beneficiaries, intermediaries); and
- business process execution; internal management reporting and analysis; creation of global view of clients; conducting internal audits and investigations; finance and accounting; implementing business controls; IT security and services; provision of central processing facilities for efficiency purposes; and document archiving and storage.

The centralization of some of the activities will allow all your Account Information to be viewed or accessed by employees of the different Service Providers and ING Bank Group who may be based outside your jurisdiction or the jurisdiction of the ING office with whom you do business. The adoption of global systems by the ING Bank Group in our daily operations will also mean that your Account Information could be viewed by employees of the ING Bank Group or its Service Providers.

b. ING Account Information

You authorize ING and the ING Bank Group to do any or all of the following:

1. Release, disclose, submit, share, or exchange any Account Information and reports as they may deem fit or necessary and for lawful purposes with third parties, including but not limited to, consumer reporting or reference agencies, government regulatory agencies, and to other banks, creditors, financial institutions, loyalty program partners, merchant partners or service providers;
2. Release, disclose, submit, share or exchange any Account Information with ING Bank Group and the Service Providers in connection with remittance transactions involving your Account; and
3. Use or share with third parties the information you have provided and/or information derived from external sources for conducting internal marketing studies, surveys, marketing activities or promotional offers of ING, the ING Bank Group, merchant partners, and/or to develop and make offers which customers may receive through email or through other means of communication.

c. Safeguarding your Account Information

ING has implemented technology risk standards and other internal controls and procedures to maintain the integrity and confidentiality of Account Information. Within the ING Bank Group, access to information in the global systems is governed by user access administration controls

as specified by ING's IT policies and procedures under which users are granted access to the global systems on a need-to-know basis based on their role and job responsibilities. Employees within the ING Bank Group are subject to our policies for safeguarding the confidentiality and integrity of Account Information.

ING imposes on its Service Providers a contractual obligation of confidentiality in relation to all information they may receive in conjunction with the outsourcing, which will be effective and enforceable under applicable Laws. In connection with supervisions or investigations to ensure that the activities of the Service Providers are compliant with applicable law of the jurisdiction in which they are based, your Account Information may be disclosed to relevant local authorities having competent jurisdiction over them. The relevant local authorities may, by written order or due to applicable law, engage in discussion with domestic/foreign government authorities or self-regulatory organizations concerning information obtained during such supervisions or investigations, but should otherwise keep your Account Information confidential.

These arrangements will not affect our existing banking relationship with you and will enable us to leverage the resources of the ING Bank Group to improve operational efficiency. ING is committed to protecting the integrity and confidentiality of your Account Information and will closely monitor the outsourcing arrangements on an ongoing basis to protect the interests of our clients.

XIV. Addendum to the Privacy Statement

This Addendum, provides additional information for ING Mobile Application users in the Philippines. The disclosures here supplement and form part of **ING's Privacy Statement** posted at <https://ing.com.ph/legal/privacy-statement>.

ING collects the following information, in addition to the details under **ING's Privacy Statement**, about you:

1. Your residence, phone number, and valid Philippine government I.D.;
2. Your device identifiers or user properties (e.g. device type, device location) when the ING Mobile Application is in use;
3. Your socio-economic information, such as employment status, occupation and designation, tenure (at current work and in total), industry and company name, company address and phone number, work email address, and civil or marital status;
4. Your dependents' information, such as identification data and contact information of your spouse/partner, parents, children, or other dependents if they have an ING product or if their information is provided by you. In certain cases, this may also include financial data of dependents. When processing children's or minor's data, we will seek parental consent when it is required by local law;
5. Your financial information, such as income tax returns, bank statements, source of income, amount of income and expenses, and financial information obtained from credit bureaus; and
6. Your device identification, transaction history, and information on your use of the ING Mobile Application.

ING also processes your information for purposes other than those in **ING's Privacy Statement**, as follows:

1. onboarding and availment of the ING Pay Account or other ING products and services including the necessary procedures for KYC;
2. approve, facilitate, administer, and process transactions made through the ING Pay Cards;
3. respond to queries, requests, and complaints, and improve how we interact with you in relation to your use of your ING Pay Account and ING Pay Cards;
4. send you statements, billings, notices, and other such documents necessary for use of your ING Pay Account and ING Pay Cards; and
5. perform such other activities permitted with your consent.

In addition to the disclosure of your personal information under the immediately preceding section, ING may disclose your relevant personal information to other service providers engaged by ING or a member of the ING Bank Group, as well as marketing, promotional, network, loyalty program and joint venture partners and other relevant external parties. ING may also share information about your credit history and verifying your ability to pay through credit bureaus such as TransUnion. We will exert reasonable efforts to ensure that our service providers comply with ING's Privacy Statement in handling your personal data, and shall disclose only such personal data that is relevant to the service being provided. In any event, in case your personal data will be shared, ING has in place adequate safeguards for data privacy and security in compliance with applicable Laws.

ING may amend this Addendum from time to time to remain compliant with any changes in Law and/or to reflect how our business processes personal data.

To learn more about ING's data privacy policies and how we use your personal data, you can send us an email or call us.

Country	Contact details ING	Data Protection Authority
Philippines	The Data Protection Officer 22/F Arthaland Century Pacific Tower 5 th Avenue corner 30 th Street Bonifacio Global City Taguig City 1634 Philippines DPOManila@asia.ing.com	National Privacy Commission https://privacy.gov.ph/

XV. Separability Clause

In the event any provisions contained herein shall be declared void or invalid, such declaration shall not affect the validity of the other provisions.

XVI. Coverage of the Terms and Conditions

Subject to all applicable Laws, regulations, and/or issuances, these Terms and Conditions apply to all accounts whether existing now and/or to be opened hereafter.

XVII. Governing Laws, Rules and Regulations

The Terms and Conditions shall be governed by and construed in accordance with the applicable Laws of the Republic of the Philippines and by ING's charter documents, regulations and practices which shall be brought to your attention by publication, display, advertisement,

posters including posting on ING's website or otherwise, by electronic mail, facsimile transmission or by such other electronic transmission including short messaging service or similar means of delivery and you submit to the non-exclusive jurisdiction of Philippine courts.

In all cases not specifically provided for in the foregoing or otherwise by agreement between you and ING, the usual customs and procedure common in banks in the Philippines, taking into consideration to channel and nature of the facility used, shall exclusively govern all transactions between the you and ING, with regard to your ING Account. All circulars, rules and regulations and guidelines of the Regulator, PDIC, AMLC and such other regulatory bodies on, among others, deposit accounts/investment placements shall form part of and shall be deemed incorporated by reference into these Terms and Conditions. You also agree that all the Accounts and such other products, services, facilities and channels shall likewise be governed by all applicable circulars, rules and regulations of the Regulator, PDIC, AMLC and such other relevant government regulatory bodies or agencies.

XVIII. Definitions

To better understand the terms and conditions, here are some key terms:

- a. **Account or ING Account** refers to your ING Pay or ING Save Account.
- b. **Account Information** refers to your account name, account number, deposit, contact details, financial information, and other information and personal data provided to or known to ING.
- c. **Account Number** refers to the account number linked to the Savings Account opened by the customer
- d. **ING Pay Card** refers to the debit cards linked to ING Pay Account:
 - Virtual Debit Card refers to the ING Pay Card that can be used for online purchases.
 - Physical Debit Card refers to the ING Pay plastic card that can be used for ATM cash withdrawals, online purchases, and in-store purchases.
- e. **AMLC** means the Anti-Money Laundering Council of the Philippines
- f. **ATMs** refers to automated teller machines
- g. **Available daily balance** is equivalent to the daily current balance minus transaction/s not yet cleared
- h. **Bank, ING, we and/or our** means ING Bank N.V., Manila Branch, a branch office of ING Bank N.V., a company incorporated with limited liability under the laws of The Netherlands, licensed to do business in the Philippines and authorized to operate as a universal bank by the BSP, with its principal place of business at 22nd Floor, Arthaland Century Pacific Tower, 5th Avenue corner 30th Street, Bonifacio Global City, 1634 Taguig City, Metro Manila
- i. **BIR** means the Bureau of Internal Revenue
- j. **BSP** means Bangko Sentral ng Pilipinas
- k. **Business and/or Commercial Use** means that the account is under your name or name of an entity and is intended to support business activities such as but not limited to:
 - Paying salary to third parties
 - Investments in productive assets (such as purchase of van/truck, production facilities, machineries, etc.)
 - Buying of goods in stock/supplies
 - Sending payments for products/services related to customer's business activities (i.e. payment to suppliers who provide materials for your business, etc.).
 - Transactions related to business operations (e.g. business owner using private account for transactions that should have been transacted using the business' account).

- l. **Business Day** means any day in which banks are open for business in the Philippines, excluding Saturdays, Sundays, banking, legal and/or special holidays
- m. **Card Brands** shall refer to Major Card Brand networks with which ING is partnered such as Visa and Bancnet
- n. **Cardholder, and you** means you as an account holder/customer/depositor and user/ holder of the ING Pay Card
- o. **CIF** means the Customer Identifier which is a number linked and/or assigned to the customer or depositor after finishing the account opening procedure
- p. **Clearing House** means the Philippine Clearing House Corporation
- q. **CRS** refers to Common Reporting Standard or the global standard for the collection, reporting, and exchange of financial account information of foreign tax residents
- r. **FATCA** refers to the withholding tax and reporting regime in relation to tax residents of the United States of America, known as the Foreign Account Tax Compliance Act imposed by the United States Hiring Incentives to Restore Employment Act of 2010
- s. **Foreign Tax Residency Status** refers to your status as a resident of a foreign country for tax purposes
- t. **Fund Transfers** mean the act of transferring funds from your bank account to another bank account, whether to another ING Account or a third-party bank account
- u. **Government Authority** means the Philippine government or political subdivision thereof, national, provincial, local, municipal or regional, or any other governmental entity, any ministry, agency, commission, authority, department, division or instrumentality of any such Philippine government, political subdivision or other governmental entity, any Philippine court, arbitral tribunal or arbitrator, any Philippine self-regulatory organization, stock exchange or non-governmental regulating body, any public international organization and any company, business, enterprise or other entity owned or controlled by any such Government Authority
- v. **ING Bank Group** means ING Bank N.V., its branches, representative offices, subsidiaries and affiliates, partners, agents, and their respective officers, employees and authorized representatives.
- w. **ING Mobile Application** means the downloadable mobile application banking facility offered by ING
- x. **ING Mobile Application Services** means the services, financial or otherwise, electronically provided by ING through the use of the mobile application banking facility
- y. **IRS** means the Internal Revenue Service of the United States of America
- z. **KYC** means “know-your-customer”
- aa. **Laws** means any laws, rules, regulations, administrative orders and issuances, codes, orders, ordinances, permits, licenses, writs, injunctions, judgments, awards (including awards of any arbitrator) and decrees and other legally enforceable requirements enacted, adopted, issued, or promulgated by the Government Authority
- bb. **Liveness Detection** means the various facial challenges to determine and distinguish the difference between the spoof and a real person
- cc. **One-time password** or **OTP** refers to the code sent to the customer’s registered mobile number for authentication purposes
- dd. **Outsourcing Disclosure** means ING’s disclosure on its outsourcing activities which affects your ING Account which requires your consent and can be found **under Clause XIII of the ING Terms and Conditions**
- ee. **Passcode** means the five-digit pass code created by the authorized user and is used to allow access to the ING Mobile Application
- ff. **PDIC** means Philippine Deposit Insurance Corporation of the Philippines

- gg. **Personal and/or Private Use** means that the account is under your name and is intended to be used to support regular private household and personal finances such as but not limited to:
- Receiving salary, social benefits, pension, tax deductions.
 - Paying for daily / household / personal expenses, holidays, furniture, car costs, or other personal purchases not meant for business.
 - Home ownership or other housing costs, repair, or constructions.
 - Receiving savings and investment income.
 - Receiving alternative sources of income such as professional fees, consultancy fees, directorship fees, or other fees related to services rendered by the customer to others.
 - Receiving passive income such as dividends, investment income, rental income.
- hh. **POS** means Point-of-Sale terminals, devices used by merchants to accept and process payments
- ii. **Privacy Statement** means the statement on the Data Privacy Policy of ING and can be found in <https://ing.com.ph/legal/privacy-statement>, as supplemented under **Clause XIV of the ING Terms and Conditions**
- jj. **Regulator** includes the BSP with respect to the banking regulations, the BIR with respect to the Philippine tax regulations and Laws, the AMLC with respect to Anti-Money Laundering Laws, the Clearing House with respect to the Clearing House rules, regulations and issuances, the PDIC with respect to the PDIC rules, regulations and issuances, and the NPC with respect data privacy rules, regulations and issuances.
- kk. **Security Rules** means the policies on security of your account imposed by ING and your responsibilities with respect to the security of your account which can be found **under Clause IX of the ING Terms and Conditions**
- ll. **SOA** refers to the Statement of Account containing a detailed report of your Accounts, including billings and payments made by you during a specific time period, resulting in an ending balance
- mm. **Source of Fund** refers to the origin of the funds or other monetary instrument that is the subject of the transaction or business or professional relationship between ING and the customer
- nn. **Source of Wealth** refers to the resource from which the customer's wealth, including all monetary instruments and properties, came, comes or will come from
- oo. **Sweeping Out of Funds** means the act of transferring the funds in your ING Account to an external bank account upon closure
- pp. **You and/or your** means you as an account holder/customer/depositor and user of the ING Mobile Application