



SBPAY APP TERMS AND CONDITIONS OF USE

Account Name: _____ Date: _____

The following terms and conditions of use ("SBPay Terms") shall apply to the Client's use and availing of the SBPay Services offered by SouthBank Inc. By downloading and launching the SBPay Application and/or using the SBPay Services, the Client hereby agrees to be bound by these SBPay Terms and Conditions and our Privacy Policy.

1. Definition of Terms

As used herein, unless otherwise specified:

A. "Account/s" shall mean any of the following: Current Account or Savings Account (CASA), SBPay Basic Deposit, and other types of accounts maintained at SOUTHBANK INC. owned by Client and which may be registered with SBPay.

B. "SOUTHBANK INC." shall mean SouthBank Inc., its successors-in-interest and

assigns. C. "SBPay Account/s" shall mean the Client's Account/s registered for use in SBPay.

D. "SBPay Service" or "SBPay" shall refer to services of SOUTHBANK INC. which allow a Client to perform any or all of the following:

- i. send and receive funds from the SBPay Account/s;
- ii. purchase products or avail of services from accredited merchants via QR Code transaction or online transaction; and
- iii. such other functionalities that may be designed for SBPay.

E. "SBPay Application" shall refer to the application installed in the Mobile Device whereby the Client may access and/or use SBPay via the Mobile Device.

F. "Client" shall mean the owner of an Account or Accounts who is using the SBPay Application.

G. "Mobile Device" shall mean any portable computer; such as but not limited to smartphones and tablet computers, used by the Client to access the SBPay Application.

H. "Third Party Licensor(s)" shall mean third parties engaged by SOUTHBANK INC. to grant license necessary for the SBPay Application to be utilized or related to the provision of the SBPay to the Client.

2. Grant of License and Applicability of SBPay Terms and Conditions



Client acknowledges that Client is only granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use the SBPay Application only on a Mobile Device that he/she owns or controls, solely for his/her personal use and in accordance with the terms of this SBPay Terms and Conditions.

The SBPay Terms and Conditions shall be in addition to the Terms and Conditions Governing Deposit Accounts, the SOUTHBANK INC. Electronic Banking Terms and Conditions and/or terms and conditions relating to SOUTHBANK INC. product or service availed of by Client, unless otherwise specifically stated. In case of conflict between the SBPay Terms and Conditions and the latter terms and conditions with regard to matters specific to the use of the SBPay Application, the SBPay Terms and Conditions shall prevail.

3. General Rules Governing the Use of SBPay

Client hereby agrees to be bound by the following general rules governing the use of the

SBPay: A. In order to use and/or avail of SBPay, the Client must either:

- i. Enroll via SOUTHBANK branches
- ii. Online Banking or;
- iii. Download the SBPay Application and sign up for a SBPay.

B. Only Clients enrolled in SOUTHBANK INC. will be able to gain full access and usage to SBPay.

C. The SBPay Application will be made available to Clients for free, unless otherwise determined by SOUTHBANK INC. Provided, however, nothing herein shall restrict or prohibit SOUTHBANK INC. from imposing fees specific to the SBPay Account/s used to perform a SBPay transaction.

D. SOUTHBANK INC. may, at any time, and for any reason whatsoever, without prior notice to Client, terminate or suspend Client's access to SBPay, or to any or all of the functionalities thereof. Likewise, the Client shall remain accountable for all the transactions made using the SBPay Account/s prior to confirmation of the termination/cancellation request. In addition, access to / use of the SBPay Application may be terminated or suspended by SOUTHBANK INC. for any maintenance or repair work; for any breakdown in the hardware/software for SBPay, any emergency or security reasons; or if SOUTHBANK INC. has reason to believe that the SBPay Application is or has been utilized to perpetrate fraudulent or unlawful acts; or for violation by Client of the SBPay Terms and Conditions; or on account of death, legal incapacity, bankruptcy or insolvency of Client; or on other grounds for termination or suspension of service as set out in the SOUTHBANK INC. Electronic Banking Terms and Conditions, or the terms and conditions governing the SBPay Account/s, or other analogous ground/s exist as determined by SOUTHBANK INC., and without SOUTHBANK INC. incurring any liability as a consequence thereof.



Furthermore, termination or suspension of Client's enrollment in SOUTHBANK INC. Online Banking shall result in automatic termination or suspension of Client's access to and use of SBPay. Re-activation of the Client's access and use of SBPay shall be subject to SOUTHBANK INC.'s re-activation process.

E. The services offered through the SBPay Application will be automatically terminated if all the SBPay Account/s are closed, suspended, or expired.

F. A reference number will be automatically generated by the SBPay system for every successful financial transaction done via the SBPay Application which shall be sent to the enrolled mobile number and email address of Client for records purposes. Details of the transactions will be recorded in the SBPay system and the same will be regarded as conclusive proof of the validity and authenticity of the transactions made.

G. Any and all services, features, and enhancements of the SBPay Application that require user consent and subscription shall be confirmed through e-mail, push notifications, or alerts sent to Client. These e mails, push notifications and alerts shall inform Client of the specific service, feature or enhancement to which Client has subscribed to and the exact duration of the subscription. Once a specific service, feature, or enhancement has expired, another e-mail, push notification, and alert shall be sent to the Client informing the Client of the expiration of the stated subscribed service, feature, and enhancement.

H. Client gives SOUTHBANK INC. a continuing authority to send Client messages via SMS, email, and other means of communication, relating to marketing and promotional activities including awareness campaigns for SOUTHBANK INC. products and services, greetings, and other related messages SOUTHBANK INC. may deem as informative material from time to time.

I. The Client has full responsibility for the security of his/her Mobile Device/s, SIM card, and confidentiality of his/her User ID and password/s. All transactions made through said Mobile Device/s/SIM card using the registered User ID and password/s through SBPay, whether, valid or fraudulent, authorized or unauthorized, shall be for the account of Client.

For Clients enrolled using any digital onboarding facility:

J. Generally, the User ID and password which Client uses for SOUTHBANK INC. Online Banking will also be used to log on and/or access the SBPay Application, unless a different or additional log-in and access process is implemented by SOUTHBANK INC.

K. The client understands that the SBPay Application only processes transactional-related activities.



L. Entering the wrong User ID and/or password for three successive (3) tries will block the Client's SBPay access. In order to regain access, the Client will need to:

i. Reset your own password via "forgot your password" option in the mobile app ii. Reactivate the access through password reset via SouthBank Branches and support channels which is subject to proper identification procedures of SOUTHBANK INC..

M. In case Client fails to provide the correct OTP, the Client's SBPay Account/s will be blocked, and Client will have to contact the SOUTHBANK INC. branches or support channels.

Lost Mobile Device

N. In the event Client loses his Mobile Device / SIM, it is Client's sole responsibility to reset his password to avoid any unauthorized use of Client's Accounts. In the case that Client, cannot access their account due to the lost device, Client should inform SOUTHBANK INC. for account blocking, which will be completed after proper customer identification. Client shall remain accountable for all the transactions made using the SBPay Account/s prior to resetting of password or reporting for account blocking, as the case may be.

O. For Clients with SBPay account, it shall be Client's sole responsibility to unsubscribe any lost or compromised Mobile Device / SIM.

4. SBPay Card

The SBPay Card is a virtual stored value card usable through the SBPay Application. Clients enrolled in SOUTHBANK INC. Online Banking are eligible to apply for a SBPay Card via the SBPay Application. Individuals who are not Clients will be subject to SOUTHBANK INC.'s approval criteria which includes identity verification. Any individual unable to pass the criteria set by SOUTHBANK INC. will not be eligible to use the SBPay Card, and SOUTHBANK INC. reserves the right to suspend or terminate said individual's access to SBPay.

Once the SBPay Card is issued to a Client, Client will be subject to both these Terms and the SBPay Card Terms and Conditions. In the event of any inconsistencies between these Terms and the SBPay Card Terms and Conditions, the latter will prevail.

SOUTHBANK INC. reserves the right to add, change, suspend or eliminate any or all SBPay Services, including the SBPay Card, at any time, with or without notice, subject to applicable law. SOUTHBANK INC. may terminate Client's access to any or all SBPay Services, including the SBPay Card, in the event Client violates these Terms or the SBPay Card Terms and Conditions.

5. Disclaimer



SOUTHBANK INC. shall not incur liability in any of these cases:

A. SOUTHBANK INC. is unable to receive or execute any of the requests from Client due to reasons beyond the control of SOUTHBANK INC.;

B. There is loss of information during processing or transmission or any unauthorized access by any other person or breach of confidentiality due to reasons beyond the control of SOUTHBANK INC.;

C. There is a loss of any kind, whether direct or indirect, incurred by Client or any other person due to any failure or lapse in the SBPay Application;

D. Any loss, cost, or damages suffered by Client or any third person as a result of, or caused by any delay in transfer, non-transfer of funds and/or debiting and/or crediting of funds carried out by SOUTHBANK INC., and/or default on the part of SOUTHBANK INC. in performing the SBPay due wholly or in part, to defects, delays, malfunctions, interruptions, failures, or breach of security in SOUTHBANK INC.'s computer system, and/or causes beyond the control of SOUTHBANK INC.;

E. There is a lapse or failure on the part of the service providers or any third party supporting the SBPay Application, which includes but not limited to Third Party Licensors/Contractors. SOUTHBANK INC. does not make any warranty as to the quality of the service provided by any provider in connection with the SBPay Application;

F. There is a failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the Mobile Device of Client and the network of any service provider and SOUTHBANK INC.'s system;

G. There is a breakdown, interruption, suspension or failure of the Mobile Device of Client, SOUTHBANK INC.'s system or the network of any service provider and/or any third party who provides such services which causes a delay or failure to provide the SBPay;

H. SBPay Application is not compatible with / does not work on the Mobile Device or SIM of Client;

I. Claims that resulted from breach or failure of Client to perform any obligation and/or warranties covered by the SBPay Terms and Conditions and/or separate agreements with Third Party Licensors, regardless whether such breach or failure is done willfully or not or merely by negligence or lack of knowledge;

J. Any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings, goodwill, or loss of use or value of any equipment including software, whether foreseeable or not, suffered by Client or any person from or relating to any delay, interruption, suspension, resolution, or error in receiving and processing the request and in formulating and returning responses.



K. There is a loss or claim of any kind, including but not limited to loss of data or information arising from any unauthorized, unlawful, or fraudulent access to or use by any third party of the Mobile Device of Client, which includes hacking, or when the Mobile Device has been subjected to tampering, or is non compliant with the standards of the manufacturer, such as but not limited to cases of "jailbreaking", "rooting", "unlocking", use of outdated or unlicensed software systems, or other similar activities.

6. Indemnity

In consideration of SOUTHBANK INC. providing SBPay to Client, Client agrees to indemnify and hold SOUTHBANK INC., its directors, officers, employees and assigns, free and harmless against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses which SOUTHBANK INC., Client or any third party may at any time incur, sustain, suffer or be put to, as a consequence of or arising out of or in connection with the Client's use of the SBPay Application. Client shall indemnify SOUTHBANK INC. and hold it free and harmless against any and all claim, action, loss, damage, or liability arising from any unauthorized, unlawful, or fraudulent access to or use by any third party of the SBPay Application; from breach of confidentiality or security of Client's User ID, password, Mobile Device, and SIM; from any unauthorized, unlawful or fraudulent transactions made via the SBPay Application, and/or from any harmful or malicious third party application/s installed or downloaded, whether advertently or inadvertently, on Client's Mobile Device.

Client/s Signature