

Name: \_\_\_\_\_

No.:

(to be filled up by TC personnel)

TAGUM COOPERATIVE  
TC ONLINE BANKING SERVICE AGREEMENT

This Online Banking Service Agreement governs the online banking, bills payment, and internal and external transfer services we make available to you as described below. When you use any of the Services, you agree to the conditions set forth in this Agreement. This Agreement is provided in addition to other agreements and disclosures you have received or may receive in the future for your accounts that are enrolled in the Services such as the agreements and disclosures contained within the Tagum Cooperative (TC) Terms and Conditions and the Online Banking Terms and Conditions. In case of conflict, this Agreement will control with respect to matters involving the Service. In this Agreement, the term "Business Days" means Monday through Saturday, except holidays.

By using TC Mobile App, Kiosk, and Online Facility, you have accepted and agreed to be bound by all operational rules and general terms and conditions governing the TC Mobile App, Kiosk, and Online Facility, including without limitation on all the following paragraphs, and to pay any fees associated with the use of System. You likewise agree to be bound by any and all laws, rules, regulations and official issuances applicable to TC Mobile App, Kiosk, and Online Facility, now existing or which may hereinafter be issued, as well as such other terms and conditions governing the use of other facilities, benefits, products or services which we may make available to you in connection with the TC Mobile App, Kiosk, and Online Facility.

Definition of Terms. For clarity, the following terms shall be defined:

- i. "Online Banking" refers to a method of banking in which transactions are transacted electronically via internet.
- ii. "You", "Your" and "Yours" will refer to you as the Tagum Cooperative Member.
- iii. "We", "Us" and "Our" refer to Tagum Cooperative.
- iv. "System" refers to TC Mobile App, Kiosk, and Online Facility.
- v. "ATM" refers to an Automated Teller Machine and "your ATM Card" refers to the card used or to be used by you to retrieve loan proceeds through Pinoy Coop ATM,
- vi. "CID" refers to the Client Identification Card and number issued by Tagum Cooperative to its members which will be used to access the system.
- vii. "PIN" is your personal identification number which is the set of numbers or numeric characters that has to be entered into an ATM or to the System for it to recognize or accept your transaction.
- viii. "One Time PIN" or "OTP" is a one-time Personal Identification Number (PIN) sent via SMS, email, or other form of communication to your mobile phone number or email address on record or other contact details in our system, or generated by a registered TC mobile or online application. An OTP is necessary for you to be able to authorize certain qualified transactions.
- ix. "Qualified Transactions" are transactions, as determined by us, which require an additional level of security through the entry of the OTP.
- x. "Accounts" refers to deposits, loans, insurance, and ATM accounts of members
- xi. "Communications" refers to all notifications, advisory, marketing promotions and other information sent by us through any electronic means.
- xii. "Services" refers to the features of the facility offered by TC.

1. ELECTRONIC DISCLOSURE AND CONSENT

1.1. Consent.

You agree to receive the Online Banking Terms and Conditions, this Agreement, and all disclosures, notices and communications regarding the Service and your accounts accessed through the Service (the "Accounts") electronically (together, the "Communications"). The Communications that you agree to receive electronically from us may include, but are not limited to:

- Changes and updates to the Communications;
- Disclosures, agreements, notices and other information relating to the Service and the Accounts as may be required under applicable laws and regulations;
- Our Privacy Policy and other privacy statements or notices (by posting such notices on our website);
- Any notice or disclosure regarding any Account or Service fee including, but not limited to a late fee;

1.2. Updating Your Information.

You are responsible for maintaining accurate, current, and complete information about yourself and your Accounts within the Service. It is your sole responsibility to maintain your updated email, contact number, and other contact information within the Service. Instructions on how to update your information can be found in the Service.

1.3. Receipt of Communications

You are deemed to have received Communications from us when they are made available to you. It is your responsibility to log in to the Service regularly to remain up to date with Communications.

2. USER ACCESS

- 2.1. Upon signing this document, you are construed by us as signifying your confirmation that you have read and understood the TC Mobile App, Kiosk and Online Facility Terms and Conditions and that you unconditionally bind yourself to all terms and conditions herein.
- 2.2. Tagum Cooperative has the sole discretion to give you access to the System with your use of an Internet-enabled mobile phones, approved browser, your Customer ID Number (CID) and PIN.
- 2.3. However, some or all of the services of TC Mobile App, Kiosk, and Online Facility may not be available at certain times due to system maintenance, telecommunication, electrical or network failure, or any other reasons beyond our control. Tagum Cooperative will not be liable to you nor will it have to explain the reasons whenever access to the System is unavailable or not possible.
- 2.4. Your access to the System through your internet service or network provider is subject to and governed by the relevant laws and regulations and by terms and conditions mandated by your internet service or network provider in separate agreements with you.
- 2.5. You warrant and guarantee that the mobile phones, computer, and access device you use to access the System with your CID and PIN are free from any electronic, mechanical, data failure or corruption, viruses and bugs. Tagum Cooperative shall not be liable for any loss or damage caused by any third parties, including internet browser providers, internet service providers, their agents and sub-contractors, or by any system virus interference or other harmful components that may interfere with your use of the System.

3. SYSTEM SECURITY AND AVAILABILITY

- 3.1. While Tagum Cooperative has endeavored to put in measures to secure the System, we make no warranties on the confidentiality, secrecy, and security of any information sent out through any internet service provider, network system, or other similar system via TC Mobile App and Online Facility.
- 3.2. In the case of Qualified Transactions, you will have to enter a One-Time PIN ("OTP") to authenticate you as the person initiating the transaction. This shall be either sent via SMS to your mobile phone number or email address on record in our system or generated by a registered TC mobile or online application, according to your preference.
- 3.3. Tagum Cooperative shall be entitled to act on all instructions received through the System using your valid CID, PIN, and OTP. You shall accept full responsibility for all transactions processed through the use of your CID and PIN whether or not processed with your knowledge or by your authority.
- 3.4. We are under no obligation to verify the authenticity or authority of persons effecting your instructions sent through TC Mobile App, Kiosk, and Online Facility nor check on its accuracy and completeness. Such instructions shall be deemed correct, complete, irrevocable and binding. You hereby accept full responsibility for all transactions executed via TC Mobile App, Kiosk, and Online Facility done with the use of your CID, PIN, and OTP.

- 3.5.** You acknowledge that you have sole access to your account(s) through TC Mobile App, Kiosk, and Online Facility. As such, you agree to prevent unauthorized access to your account(s) by safeguarding your access information, which includes your Username, Password, One Time Pin, ATM Card Number and ATM PIN for your exclusive use by not letting anyone know of said access information, and by taking the necessary steps to prevent anyone from discovering them.
- 3.6.** In the event you learn or suspect that someone else who knows your CID and PIN has made unauthorized transactions, you may report the same to the Tagum Cooperative Branch where you are member or to the hotline number reflected in the TC Website. In any event, we shall not be answerable whatsoever for any transaction done with the use of your CID and PIN, whether or not authorized by you.
- 3.7.** You agree to assume full responsibility for all transactions made in your account through the use of your access information. You also agree that any instruction made in the System through the use of your access information shall be conclusively presumed to be done or authorized by you. Any such instruction shall be considered correct, complete, irrevocable, and binding upon you without need for us to verify the authenticity of such instruction.
- 3.8.** You further agree and undertake to change your Password from time to time as you deem necessary. You agree to immediately change your Password by performing the online password change function should you feel that it has been compromised
- 3.9.** You agree that we may, without notice and without stating the reason therefore, cancel, or refuse to execute any of your instructions at any time without incurring any liability.
- 3.10.** We shall be indemnified and not be held liable against any and all proceedings, claims, losses, damages or expenses, including legal costs, that may arise from any of the following conditions:
- 3.10.1. Any of your instructions verified by us or by the System as conveyed with the use of your CID and PIN;
- 3.10.2. Any unauthorized use of TC Mobile App, Kiosk and Online Facility using your CID and PIN;
- 3.10.3. Any loss or damage caused by any act or omission of your internet service, information service provider or network provider;
- 3.10.4. Any loss or damage due to your interference or tampering with, or alteration or misuse of, or amendment to, TC Mobile App, Kiosk and TC Online Facility.
- 3.11.** There is no responsibility on our part should communications facility malfunction have an effect on the timeliness or accuracy of the instructions sent.
- 3.12.** After suspension or cancellation, TC Mobile App, Kiosk and TC Online Facility may be reinstated at our sole discretion.
- 3.13.** You understand that by using TC Mobile App, Kiosk and TC Online Facility after any modification or change has been effected, you have agreed to any such modification or change.

**4. FINANCIAL TRANSACTIONS**

You hereby agree that in every financial transaction done through TC Mobile App, Kiosk and TC Online Facility, your physical signature will not be required and that system generated transaction logs is enough proof of your transactions.

**4.1. Payments and Fund Transfers**

- 4.1.1. Only cleared and withdrawable balances of your account shall be considered for financial transactions such as transfers and payments. Tagum Cooperative is under no obligation to proceed with transfers and/or payments if your account has insufficient funds or credit to fund the transaction.
- 4.1.2. We shall not be responsible for any charges imposed on you or any other action taken against you by a payee arising from non-processing of your instruction due to any of the following reasons/conditions.
- 4.1.2.1. Insufficient funds;
- 4.1.2.2. Closed, blocked or dormant accounts; A court order or competent authority prohibits the account from being involved in financial transactions; and
- 4.1.2.3. Reasons due to theft, malicious damage, strike lock-out, civil disturbance or any acts of force majeure.
- 4.1.2.4. Payments and Fund transfer will be posted on date unless otherwise the System will not be capable to do so for whatever valid reasons.

**4.2. On Loan Renewal Application and Releases**

- 4.2.1. A loan renewal application may only be granted once the eligibility requirement of the loan product and the 5Cs of credit are satisfied. Tagum Cooperative is under no obligation to proceed with the loan approval and release once any of the eligibility requirement are not satisfied.
- 4.2.2. Releasing of loan may be through ATM or over the counter depending on the type of loan applied.
- 4.2.3. A text notification will be sent to you upon receipt of the application, upon approval or disapproval, and upon release.
- 4.2.4. Loan renewal transactions through TC Mobile App, Kiosk, and TC Online Facility done after office hours, or on Sundays, and legal holidays shall be posted in the next working day

**4.3. On Account Inquiry**

- 4.3.1. Upon signing of this form, a member can be allowed to view account balances of Deposits, ATM, Loan, Insurance and other product availed in Tagum Cooperative.
- 4.3.2. Account inquiry shall be limited to personal accounts only.
- 4.3.3. There will be an acknowledgement of the status of all your transactions and you may view, through the Transaction History Feature of the System, the last ten (10) System transactions made within thirty (30) days preceding the viewing date.
- 4.3.4. Our limit of liability for any act or omission for any reason whatsoever, will only be for the lesser amount between your relevant transaction or your actual damages. Any special or consequential loss or damages from the use of the System is not covered by our liability.

**5. CONFIDENTIALITY**

- 5.1.** We will disclose information to third parties about your Account or the transfers you make:
- 5.1.1. Where it is necessary for completing transfers, or
- 5.1.2. In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- 5.1.3. In order to comply with government agency or court orders, or
- 5.1.4. If you give us your written permission.

**6. PROPRIETARY RIGHTS**

- 6.1.** All trademark, tradename, service mark, patent copyright remains vested in us and may not be used, copied, modified without the proper notice in writing and consent from us.
- 6.2.** The Terms and Conditions contained herein are governed by the laws of the Republic of the Philippines and all suits to enforce this Agreement will have to be settled in the proper courts of the City of Tagum.

**7. VALIDITY**

The agreed TC Online Service Agreement shall be valid and continue to be in force, unless terminated mutually by either party. This agreement may be terminated at any time for any reason by either party by giving a clear Thirty (30) days prior written notice to the other.

I have read and fully understood TC Online Banking Service Agreement and hereby agree to be governed by the said service agreement.

\_\_\_\_\_  
Name of TC Member

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date