



# BANGKO MABUHAY (A RURAL BANK), INC. DATA PRIVACY NOTICE AND CONSENT FORM

## Statement of Policy

Bangko Mabuhay (A Rural Bank), Inc. is committed to protect and respect your personal data privacy in compliance with the Republic Act No. 10173 or The Data Privacy Act of 2012. We will provide you this Privacy Notice whenever we collect personal data from you in order to inform you of what, how and why personal data is being collected, how we safeguard your personal data, and of your data privacy rights.

## Personal Information

We collect the following personal information from you when you apply for and avail our products and services, or when updating your personal data which was previously submitted to us, thru forms or collection of information from third parties such as, but not limited to credit bureaus and consumer credit reporting agencies:

- Details and photocopies of your government or other IDs
- Full name
- Present and permanent address
- Contact Details
- Birth date and birth place
- Citizenship
- Gender
- Marital Status
- Specimen signature
- Nature of business/work
- Source of Funds
- Beneficial Owners, if applicable
- TIN, SSS or GSIS ID Details, if applicable

We may also collect other types of personal information, as follows:

- Financial information such as income, expenses, deposits, investments and credit cards
- Employment details
- Images captured via closed circuit television (CCTV) and other similar recording devices when visiting our offices and/or using our automated teller machine (ATM)
- Information about your transactions with third parties, including merchants and utility companies.

We will not obtain confidential information from you such as your account numbers, passwords, and ATM numbers via email. An authorized bank personnel will get in touch with you in case we require confidential or other types of information. In order to avoid phishing emails, do not click on a suggested link to Bangko Mabuhay's website – you may access this directly by typing [www.bangkomabuhay.com.ph](http://www.bangkomabuhay.com.ph) in your browser; do not give confidential information via email or to access link to the Bangko Mabuhay website.

## Use

The collected personal information is utilized to 1) process and approve your application for the Bank products and services that you will avail of; 2) to respond to your queries, requests and complaints; send notices, statements, billings; and 3) to comply with relevant laws such as RA 9160, as amended, or the Anti-Money Laundering Act (AMLA); and RA 9510 or the Credit Information System Act (CISA) on the submission of data to the Credit Information Corporation (CIC).

## Data Sharing

Your personal data may be used, stored, processed, shared and disclosed by us to third parties for legitimate purposes in order to provided services to you or implement transaction which you request, allow or authorize or to address fraud, security or technical issues. Personal data shared with third parties shall be covered by appropriate agreement to ensure that all personal data is adequately protected.

## Protection Against Risks Involved in Processing of Personal Data

We assure to protect your information from loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction by employing industry best practices, both technically and procedurally, and comply with the rules and regulations issued by the National Privacy Commission (NPC). We implement safeguards such as, but not limited to, by protecting data using a server secured by firewall and physical security controls, restricting access to your personal data only to qualified and authorized personnel, training our personnel to properly handle your data, and requiring third parties to secure shared personal data aligned with the Bank's security standards.

## Storage and Disposal of Personal Data

Your personal data is stored in a data center in the Bank's premises and physical documents are kept in the Bank's vault and locked drawers. Your personal information shall be retained in a database and in physical form for as long your account exists with Bangko Mabuhay and after ten (10) years from date of closure of your account pursuant to existing BSP regulations. Physical records shall be disposed of through shredding, while digital files shall be deleted from the system, in a secured manner. However, the Bank may retain your data when necessary to establish, exercise or defend legal claims, for legitimate business purposes, or when provided by law.

## Your Role in Ensuring the Completeness, Accuracy and Protection of Your Personal Data

You should ensure that your personal data submitted to us is complete, accurate, true and correct. Failure on your part to do so may result in our inability to provide you with products and services you have requested. You should inform Bangko Mabuhay immediately of any change of facts or circumstance which may render any information or personal data previously provided inaccurate, untrue, or incorrect, and provide any information or documentation Bangko Mabuhay may reasonably require for the purposes of verifying the accuracy of your updated data. We encourage you to be vigilant in protecting your personal data by ensuring that your account details, PINs, username and password are not disclosed to others or written somewhere accessible to others. We advise you to exercise caution in protecting yourself against phishing, skimming and other electronic fraud.

## Your Data Privacy Rights

Under the Data Privacy Act, you have the following rights:

- Right to be informed;
- Right to object;
- Right to access;
- Right to rectify or correct erroneous data;
- Right to erase or block;
- Right to secure data portability;
- Right to be indemnified for damages; and
- Right to file a complaint with Bangko Mabuhay or the National Privacy Commission

For a complete reference of your rights under the Data Privacy Act, you may access the National Privacy Commission website at [www.privacy.gov.ph](http://www.privacy.gov.ph). The Bank's decisions to provide access, consider requests for correction or erasure, and address objection to process data as it appears in the Bank's official records, are subject to applicable internal policies, relevant laws and regulation.

## How You May Contact Us

For further inquiries or complaints, please visit any of our branches or call hotline number (046)489-20-03 or email us at [consumercare@bangkomabuhay.com.ph](mailto:consumercare@bangkomabuhay.com.ph). Bangko Mabuhay (A Rural Bank), Inc. is regulated by the Bangko Sentral ng Pilipinas, <https://www.bsp.gov.ph>.

For requests and concerns regarding your data privacy rights, you may write to our Data Protection Officer:

Email Address: [dpo@bangkomabuhay.com.ph](mailto:dpo@bangkomabuhay.com.ph)

Postal Address: The Data Protection Officer  
Compliance Department  
Bangko Mabuhay (A Rural Bank) Inc.  
Bangko Mabuhay Building, A. Soriano Highway,  
Brgy. Daang Amaya III, Tanza, Cavite

## Privacy Consent

By signing this Data Privacy Notice and Consent Form, I (as "Data Subject") understand, agree and grant my free, voluntary and unconditional consent to the collection and processing of Personal Data and account or transaction information or records (collectively, the "Information") relating to me, in accordance with Republic Act (R.A.) 10173, otherwise known as the "Data Privacy Act of 2012" of the Republic of the Philippines, including its Implementing Rules and Regulations (IRR) as well as all other guidelines and issuances by the National Privacy Commission (NPC).

Signature over Printed Name of Client

Date Received



## BANGKO MABUHAY (A RURAL BANK), INC. Terms & Conditions – Regular Savings Deposit

**1. Opening of Account:** The account is opened subject to the submission of identification documents by the customer and verification of the true identity of customer based on official documents or other reliable, independent source documents, data or information, and in case of corporate and juridical entities, verification of their legal existence and organizational structure, as well as the authority and identification of all persons purport to act on their behalf.

**2. Minimum Initial Deposit.** The minimum initial deposit shall be One Hundred Pesos (P100.00).

**3. Deposit Transaction.** The Depositor shall accomplish and duly sign the deposit slip. Deposit slip shall be prepared separately for cash and check deposit transaction.

**4. Withdrawal Transaction.** The depositor shall accomplish and sign the withdrawal slip and if withdrawal is made through representative, withdrawal slip must be signed by the depositor and the authorized representative whose signatures are supported by acceptable identification documents. A withdrawal must not contain fraction of a peso except when the account is being closed.

**5. Receipt of items for Deposit or Payment.** In receiving check deposits, the BANK obligates itself only as a depositor's collecting agent assuming no responsibility beyond the exercise of due care. No drawing shall be allowed against uncollected/uncleared deposits

**6. Post-dated Checks.** The BANK does not allow the negotiation nor acceptance of post-dated check/s for deposit clearing purposes.

**7. Responsibility for Endorsement.** The DEPOSITOR assumes full responsibility for the correctness, genuineness and validity of all endorsements appearing on all checks or other items deposited. If any deposit is returned or dishonored, it may be transmitted personally to the depositor or by messenger to the DEPOSITOR at his last known address.

**8. Transfers of Funds** are transacted by individual account holders/depositors within the bank provided there is available balance of source account and based duly accomplished fund transfer form.

**9. Security for Obligations.** In case the deposit shall be assigned to secure loan with the Bank, the Depositor authorizes the Bank to apply, in the event of default, to the payment of aforesaid obligation of the Depositor to the Bank from this deposit account. To ensure consumer protection, the Bank shall incorporate in its lending process a customer acceptance form stating that the deposit may be auto debited in the event of default. Likewise, the Bank shall ensure that the Depositor is informed prior to debiting his deposit account.

**10. Passbook:** The passbook shall be presented to the teller for deposit or withdrawal transaction and updating thereof. DEPOSITOR is advised and to give extra care to Depositor's passbook. Should it be lost, stolen or destroyed, the DEPOSITOR shall notify the BANK promptly so that a new one can be issued to the DEPOSITOR provided BANK requirements are complied with such as submission of Affidavit of Loss. Error/s posted on the passbook must be reported by the Depositor promptly upon its discovery in order for the Bank to verify and correct such error.

**11. Interest:** Deposits with balances of at least average daily balance (ADB) of P 500 will earn at the prevailing rate for savings deposits and will be credited quarterly. No interest shall be paid on accounts closed prior to the said interest date. Interest is subject to 20% withholding tax.

**12. Dormant Account,** Accounts without activity for two years shall be considered dormant. The Bank shall impose dormancy fee on a dormant deposit account five (5) years after the last activity therein, Provided that: a) the balance falls below the minimum monthly average daily balance (ADB) of P 500; b) the monthly dormancy fee shall be thirty pesos (P30.00); and c) the bank complied with the two (2) notice requirement when an account is about to become dormant, the depositor shall be notified of its potential dormancy at least sixty (60) days prior to the commencement of the dormancy period; and when an account is about to be subject to dormancy fee, the depositor shall be notified at least sixty (60) days prior to such imposition. Microfinance savings deposit shall not be subject to dormancy fee in accordance with existing banking regulations.

**13. Unclaimed balance and Escheat.** In accordance with law, deposit accounts without activity for 10 years shall be subject to escheat proceeding in favor of the Treasurer of the Philippines.

**14. Fees on Closure of Account.** A fee of P 21.00 or balance of account, whichever is lower, is imposed upon closure of account.

**15. Amendment and Notification.** Disclosure of fees and amendment thereof shall be made thru public notice at least sixty (60) days prior to implementation of any amendments to the terms and conditions of retail bank products and services by means of the bank's official websites and/or at a conspicuous place within the premises of all banking units. Changes in deposit interest rate, however, may be immediately effected after the public notice.

**16. Individual notifications.** Individual notices to a client shall be sent if the amendments pertain to or will result to fees to be paid or charged on account of the client. Individual notifications shall be sent to the client's last known postal address/ email address/ contact number either through postal or registered mail, courier delivery, electronic mail, text messages, telephone calls or other alternative modes of communication, as may be elected by the client.

**17. Changes:** DEPOSITOR must promptly notify the BANK in writing of any change of information such as, but not limited to, change of address, surname, and/or phone numbers.

**18. Updating of Depositor Record.** The Bank shall update depositor records/information without changes in name, address, account type etc., no later than once every three (3) years.

**19. Deposit Insurance.** Deposits are insured by the Philippine Deposit Insurance Corporation (PDIC) up to a maximum amount of P 500,000 per depositor wherein individually owned accounts are insured separately from joint accounts.

**20. InstaPay-related services.** The depositor consents to the implementation of InstaPay-related services, including the sharing of relevant data to prevent fraud and unlawful access to InstaPay accounts and transactions.

**21. Joint Accounts.** For joint "and/or"/ "or" accounts, deposit made in more than one name payable to either, may be paid to either of the depositor's name. It is understood that each of the co-depositors is duly authorized to exercise whether singly or together jointly, all the rights and obligations of a principal depositor. For joint "and" accounts, deposit made jointly in the name of two or more persons, but not payable to either, withdrawals can only be facilitated against a withdrawal slip signed by all signatories. Any payments made from these accounts under any of the foregoing circumstances shall be valid and shall completely release and discharge the BANK from any liability. No change or modification of this joint ownership shall be effected unless Account Amendment form is submitted and signed by the depositors jointly (in case if joint "and" account) or by either one (in case of joint and/or/ or accounts), provided however, that such notice from only one or either of the "and/or" signatories will convert an "and/or" account to an "and" account.

**22. Secrecy of Deposits.** For the protection of both the Depositor and the Bank under the provision of RA 1405 or the Bank Deposit Secrecy Law and RA 8791 or the General Banking Law of 2000, the Bank will not entertain any inquiries or instruction over the telephone or by telegram/cable message regarding a Depositor's account nor through a representative unless authorized in writing by the Depositor.

**23. Consumer Protection.** For concerns and inquiries, call our hotline (046)-489-20-03 or email us at [consumercare@bangkomabuhay.com.ph](mailto:consumercare@bangkomabuhay.com.ph). Bangko Mabuhay (A Rural Bank), Inc. is regulated by the Bangko Sentral ng Pilipinas, <https://www.bsp.gov.ph>

**24. Governing Law, Applicable Rules and Regulations.** All transactions between the Depositor and the Bank shall be governed by the laws of the Republic of the Philippines, and rules and regulations imposed by the Bangko Sentral ng Pilipinas (BSP), PDIC, Philippine Clearing House Corporation (PCHC), etc.

I/We hereby agree with the aforementioned terms and conditions relative to my/our savings account with Bangko Mabuhay (A Rural Bank), Inc.

\_\_\_\_\_  
Signature Over Printed Name

Noted by: \_\_\_\_\_ Date: \_\_\_\_\_