

**LANDBANK weAccess GENERAL TERMS AND CONDITIONS (VIEWING FACILITY)****I. FEATURES OF THE weAccess SERVICES**

1. Requirement  
Fill-out and submit three (3) copies of the **weAccess** Enrollment form.
2. Accessibility
  - a. We acknowledge that **weAccess** is a facility granted by Land Bank of the Philippines (LANDBANK/Bank) which we may avail of for as long as it is offered and provided that we continue to be qualified under the terms and conditions.
  - b. Only enrolled deposit accounts can be accessed via **weAccess** with the use of an internet enabled computer (best works with Microsoft Internet Explorer 7 or higher) and its corresponding User ID, Password and vToken Response Code. We will have to formally enroll/nominate additional accounts that we want to access by signing an addendum to the **weAccess** Enrollment and Maintenance Agreement.
  - c. We understand that for our own safety, our User ID will be automatically disabled upon enrollment and will only be activated upon request by us. LANDBANK will disable our User ID should the wrong Password be used three (3) times.
  - d. While **weAccess** is available twenty-four (24) hours a day, seven (7) days a week, some or all of the services may not be available at certain times due to designated service periods, maintenance, computer, telecommunication, electrical or network failure and/or any other reasons beyond LANDBANK's control.
  - e. Online transactions initiated through **weAccess** before system downtime on a banking day shall be posted to our account on the same day. All transactions completed after this system downtime on a banking day will be posted on the next banking day. Banking days are from Monday through Friday, except for banking holidays.
3. Services and Business Rules
  - a. Account Information – We can view the available/outstanding balance (including amounts on hold/float) and the transaction history of the enrolled regular peso savings/current accounts.
    - 1) The accounts should be enrolled in the LANDBANK **weAccess** facility through the mother branch.
    - 2) High Yield Savings Account is strictly for viewing only.
    - 3) The account balances and history downloaded or printed are for reference purposes only. Official bank statement shall be requested from the depository branch.
    - 4) Today's Transaction only includes over-the-counter transactions for the day.
  - b. ACIC File Upload Module – We, LGUs and NGAs, can upload the Accountant's Advice/ACIC file generated from the Regular ACICDES (Advice on Checks Issued and Cancelled Data Entry System).
    - 1) Service Period is from 6:00 AM to 9:00 PM, Monday to Friday, except holidays.
    - 2) Transactions made within the last 60 days can be viewed.
    - 3) Requires RegACICDES. System shall be provided by the Branch.
  - c. Institutional Loan – We can view information regarding current loan information (e.g. outstanding principal balance, maturity date, loan status, etc.). It shall be available as data viewing only.

**II. GENERAL TERMS AND CONDITIONS**

1. LANDBANK shall provide us the **weAccess** internet banking services in accordance with existing laws, rules and regulations and Republic Act 8792 (E-Commerce Law) as well as LANDBANK's business rules and regulations relative to the operation of the **weAccess** internet banking facility.
2. We shall maintain the required minimum Average Daily Balance (ADB) in our deposit accounts or as may be mutually agreed upon with LANDBANK. The granting of the **weAccess** shall be temporarily suspended whenever the ADB requirement is not met and shall be resumed when the ADB requirement is maintained.
3. We recognize LANDBANK's proprietary interest in **weAccess** and we shall use its modules for their intended purpose only.
4. We shall be responsible for the authority delegated to another person to use the **weAccess** facility for non-monetary modules.
5. We shall have sole access to our **weAccess** accounts by taking the necessary steps to keep our User ID, vToken ID and Password confidential. We authorize the Bank to act upon any instructions which are identified by the use of our User ID, vToken ID and Password. We hereby accept full responsibility and accountability for all transactions executed via **weAccess**.
6. We undertake to change our Password from time to time as we deem necessary. Request for resetting of password by the authorized user shall be officially recognized by the Bank unless revoked by the client through an Enrollment Form as deletion of user.
7. All information given by the caller, when matched with the challenge questions asked by the helpdesk administrators shall be considered as valid and the caller shall be treated as the truthful owner/user of the account. Thus, the LANDBANK Helpdesk administrator shall not be held liable for any information given by the caller. In case a voice logger has been activated, the voice logger shall be referred to in cases of inquiries, clarifications and the resolution of controversies and/or disputes.
8. We shall provide LANDBANK with a correct and operational e-mail address. The Bank shall not be liable for any undelivered e-mail communication or from unauthorized interception or use of data relating to us or to our account(s). We shall promptly notify the Bank of any change in our e-mail address, contact numbers, business address or any other information which may affect communication by sending e-mail online or via telephone or any other means.
9. We shall notify LANDBANK immediately upon receipt of any data or information through **weAccess** not intended for us. We shall delete such data or information from our terminal immediately. We shall ensure the strict confidentiality of such information.
10. We shall promptly report any discrepancies, omissions, inaccuracies or incorrect entries in LANDBANK's statement, any unauthorized transactions made and instructions not implemented through e-mail, telephone or any other means.
11. If in case our deposit account is tagged with special instructions, we shall hold LANDBANK free from any obligation and liability on the effects of these special instructions on our transactions.
12. LANDBANK reserves the right to determine the scope of **weAccess**, change the daily cut-off time, modify, restrict, withdraw, cancel or disconnect any service without prior notice. In this case, LANDBANK shall coordinate with us through sending e-mail online or via telephone or any other means. It may also deactivate, suspend or discontinue any service due to mishandling of accounts as defined by the Bank's standard operating procedures or, if in the Bank's judgment, our continued access of **weAccess** may adversely affect the security of the system without prior notice.
13. LANDBANK shall not be liable for any cause beyond its control such as problems due to maintenance, telecommunication, electrical, network failure, computer hardware or software (including viruses and bugs) or related/incidental problems that may be attributed to the services of an information service provider.
14. LANDBANK may amend/supplement this Agreement from time to time with effectivity date as specified in the e-mail notice. Notice of the amendment/supplement sent through e-mail at the address shown on our account records shall suffice. Thereafter, continued use of the **weAccess** will constitute acceptance of the modification/supplement to the Agreement.
15. LANDBANK may limit our use of the services or terminate this Agreement once our account becomes dormant or is closed, garnished, escheated, or has violated any of the terms and conditions and business rules of the **weAccess**.
16. LANDBANK may, in the future, impose charges on this arrangement within legal and regulatory limits and we hereby authorize the Bank to impose the said charges accordingly upon notice through sending e-mail online or via telephone or any other means without need for further demand, notice or consent. The Bank shall not be held liable for the failure of transactions due to insufficient funds resulting from the deduction of authorized charges.
17. LANDBANK shall not be liable for any loss or damage in connection with any unauthorized interception or use of data relating to us or our account(s), including the missending thereof.
18. We agree to be bound by the laws, rules, regulations and official issuances applicable to **weAccess** now existing or which may be issued, as well as such other terms and conditions governing the use of other facilities, benefits or services the Bank may make available to us in connection with **weAccess**.

Signature over Printed Name of Authorized Signatory/ies

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2. Accessibility
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  - b. Only enrolled deposit accounts can be accessed via **weAccess** with the use of an internet enabled computer (best works with Microsoft Internet Explorer 7 or higher) and its corresponding User ID, Password and vToken Response Code. We will have to formally enroll/nominate additional accounts that we want to access by signing an addendum to the **weAccess** Enrollment and Maintenance Agreement.
  - c. We understand that for our own safety, our User ID will be automatically disabled upon enrollment and will only be activated upon request by us. LANDBANK will disable our User ID should the wrong Password be used three (3) times.
  - d. While **weAccess** is available twenty-four (24) hours a day, seven (7) days a week, some or all of the services may not be available at certain times due to designated service periods, maintenance, computer, telecommunication, electrical or network failure and/or any other reasons beyond LANDBANK's control.
  - e. Online transactions initiated through **weAccess** before system downtime on a banking day shall be posted to our account on the same day. All transactions completed after this system downtime on a banking day will be posted on the next banking day. Banking days are from Monday through Friday, except for banking holidays.
3. Services and Business Rules
  - a. Account Information – We can view the available/outstanding balance (including amounts on hold/float) and the transaction history of the enrolled regular peso savings/current accounts.
    - 1) The accounts should be enrolled in the LANDBANK **weAccess** facility through the mother branch.
    - 2) High Yield Savings Account is strictly for viewing only.
    - 3) The account balances and history downloaded or printed are for reference purposes only. Official bank statement shall be requested from the depository branch.
    - 4) Today's Transaction only includes over-the-counter transactions for the day.
  - b. Fund Transfer – We are allowed to transfer funds from one enrolled deposit account to another account. We may choose either own accounts or a third party account as destination accounts.
    - 1) Enrollment of source and destination accounts is required.
    - 2) Own accounts can be enrolled as source and/or destination accounts.
    - 3) Third party accounts cannot be enrolled as source accounts.
    - 4) A maximum of 50 third party destination accounts can be enrolled.
    - 5) Service Period is from 12:20 AM to 11:20 PM daily.
    - 6) Future-dated fund transfer up to 90 days from date of transaction may be initiated daily. It must be submitted or authorized at least a day before the date of the fund transfer.
    - 7) Cancellation of future-dated fund transfer must be authorized a day before, up to 11:30 PM from the specified date of transfer.
  - c. Bills Payment – We are allowed to pay bills online for enrolled merchants.
    - 1) Enrollment of subscriber's account/reference number is required.
    - 2) Service fees shall be debited on the account of the merchant or charged against Average Daily Balance (ADB) on deposit float.
    - 3) Service Period is from 12:20 AM to 11:20 PM daily.
  - d. Fund Sweeping – We understand that our designated accounts for this facility shall automatically transfer funds from the source account number to its destination account number or vice-versa.
    - 1) Fund Sweeping shall be institutional depositor initiated.
    - 2) The institutional depositor shall set the limits on amounts and frequency.
    - 3) Service Period is from 12:00 AM to 9:00 PM daily.
  - e. Auto Crediting – We are allowed to debit from our own account and credit/transfer funds to our creditors in volume transaction.
    - 1) Service Period is from 12:20 AM to 8:00 PM daily.
    - 2) Requires Financial Data Entry System (FINDES) file format. System shall be provided by the Branch.
  - f. Auto Debiting – We can collect payments from the institutional depositor's clients with LANDBANK accounts via direct debit.
    - 1) Multiple source accounts including LANDBANK third party accounts must be enrolled.
    - 2) The destination account is the mother account.
    - 3) Charges and fees shall be debited from the mother account on a per file (per transaction) or per record (per account debited) basis.
    - 4) Service Period is from 12:20 AM to 8:00 PM daily.
    - 5) Requires Financial Data Entry System (FINDES) file format. System shall be provided by the Branch.
    - 6) Requires an Auto Debiting Agreement (ADA) from the third party account and other documentary requirements if the third party is an institution.
  - g. Reports – We are allowed to download reports for the current week.
    - 1) Available only to institutional depositors with collection tie ups
    - 2) One week file retrieval
  - h. ATM Payroll – We can automatically upload details of the user payroll file.
    - 1) Only LANDBANK ATM payroll accounts are eligible as destination accounts.
    - 2) Standard requirements for payroll arrangement tie up shall apply.
    - 3) Destination accounts are individual accounts.
    - 5) Account to be debited needs to be enrolled.
    - 6) Service Period is from 12:20 AM to 9:00 PM daily.
    - 7) Future-dated payroll up to 60 days from date of transaction may be requested daily. It must be submitted and authorized a day before the payroll date.
    - 8) Requires Financial Data Entry System (FINDES) file format. System shall be provided by the Branch.
  - i. Institutional Loan – We can view information regarding current loan information (e.g. outstanding principal balance, maturity date, loan status, etc.). It shall be available as data viewing only.
  - j. Checkbook Reorder – We are allowed to request for checkbook online.
    - 1) Service Period is from 12:20 AM to 10:30 PM daily.
    - 2) For manual inquiry from the institutional depositor's branch of account, the status of requisition shall be after three (3) weeks from date of request.
    - 3) Maximum of ninety-nine (99) checkbooks per account per transaction.
    - 4) Payment for the cost of checkbook shall be automatically debited by the System.
  - k. Check Status Inquiry – We can view the status of checks issued (encashed/negotiated). Checks issued within the last 60 days may be inquired.
  - l. ACIC File Upload Module – We, LGUs and NGAs, can upload the Accountant's Advice/ACIC file generated from the Regular ACICDES (Advice on Checks Issued and Cancelled Data Entry System).
    - 1) Service Period is from 6:00 AM to 9:00 PM, Monday to Friday, except holidays.
    - 2) Transactions made within the last 60 days can be viewed.
    - 3) Requires RegACICDES. System shall be provided by the Branch.

## II. GENERAL TERMS AND CONDITIONS

1. LANDBANK shall provide us the **weAccess** internet banking services in accordance with existing laws, rules and regulations and Republic Act 8792 (E-Commerce Law) as well as LANDBANK's business rules and regulations relative to the operation of the **weAccess** internet banking facility.
2. We shall maintain the required minimum Average Daily Balance (ADB) in our deposit accounts or as may be mutually agreed upon with LANDBANK. The granting of the **weAccess** shall be temporarily suspended whenever the ADB requirement is not met and shall be resumed when the ADB requirement is maintained.
3. Either party may terminate this Agreement by giving ten (10) banking days advance written notice.
4. Effectivity of deletion shall be within five (5) days from the Branch's receipt of the request for deletion.
5. Any transaction initiated on an enrolled account prior to its deletion is considered eligible transaction for approval.
6. We recognize LANDBANK's proprietary interest in **weAccess** and we shall use its modules for their intended purpose only.
7. We shall have sole access to our **weAccess** accounts by taking the necessary steps to keep our User ID, vToken ID and Password confidential. We authorize the Bank to act upon any instructions which are identified by the use of our User ID, vToken ID and Password. We hereby accept full responsibility and accountability for all transactions executed via **weAccess**.
8. We undertake to change our Password from time to time as we deem necessary. Request for resetting of password by the authorized user shall be officially recognized by the Bank unless revoked by the institutional depositor through an Enrollment Form as deletion of user.
9. LANDBANK shall consider as valid and binding any instruction given or transaction made by any person using our User ID, vToken ID and Password. LANDBANK shall not be liable for any unauthorized action or transaction using our User ID, vToken ID and Password. The Bank shall not be obliged to investigate the authenticity of instructions or the authority of the persons sending the same via **weAccess**. However, LANDBANK is entitled to verify any instructions given through sending e-mail online or via telephone or any other means.
10. LANDBANK may cancel or refuse to execute any of our instructions at any time without incurring any liability if these are against bank policies and **weAccess** business rules, deemed illegal and/or detrimental to the bank without prior notice.
11. For multiple transactions coming from one (1) account with insufficient balance, LANDBANK, in its sole discretion, may determine which of the transaction requests to complete.
12. LANDBANK shall not be held liable for outstanding charges payable to the destination account by reason of the posting of outstanding checks drawn against the source account which earlier remained unposted for whatever reason thereby creating a temporary source account balance undiminished by the amount of the unposted checks.
13. We shall verify, check and validate all our **weAccess** transactions and maintenance if these have been processed by **weAccess**. If not, we shall notify LANDBANK immediately by sending e-mail online or via telephone or any other means.
14. A Reference Number shall be assigned to us for every submitted transaction. However, a financial transaction may be denied for non-compliance of terms and conditions and business rules of the **weAccess** (e.g. if the designated account is insufficiently funded, Account/Subscriber Number is incorrect).
15. Confirmation for every transaction conducted through **weAccess** shall be through the Acknowledgment/Notification Page or Transaction History function of **weAccess** which we can print from our own computer terminal. Otherwise, we can verify through the monthly bank statements issued by our branch of account.
16. We understand that an online transaction initiated through **weAccess** before system downtime on a banking day shall be posted to our account on the same day. All transactions after system downtime on a banking day or completed on a Saturday, Sunday or legal/special holidays, will be posted on the next banking day. Banking days are from Monday to Friday, except for legal/special holidays.
17. In case of system failure: all pending future-dated transactions for the day shall be processed once the system is ready; cancellation of transactions initiated in **weAccess** shall not be allowed. If system failure lasted until the next banking day, all pending transactions from the previous day shall be automatically cancelled by the system. In this case, LANDBANK shall coordinate with us through sending e-mail online or via telephone or any other means.
18. All information given by the caller, when matched with the challenge questions asked by the helpdesk administrators shall be considered as valid and the caller shall be treated as the truthful owner/user of the account. Thus, the LANDBANK Helpdesk administrator shall not be held liable for any information given by the caller. In case a voice logger has been activated, the voice logger shall be referred to in cases of inquiries, clarifications and the resolution of controversies and/or disputes.
19. We shall provide LANDBANK with a correct and operational e-mail address. The Bank shall not be liable for any undelivered e-mail communication or from unauthorized interception or use of data relating to us or to our account(s). We shall promptly notify the Bank of any change in our e-mail address, contact numbers, business address or any other information which may affect communication by sending e-mail online or via telephone or any other means.
20. We shall notify LANDBANK immediately upon receipt of any data or information through **weAccess** not intended for us. We shall delete such data or information from our terminal immediately. We shall ensure the strict confidentiality of such information.
21. We shall promptly report any discrepancies, omissions, inaccuracies or incorrect entries in LANDBANK's statement, any unauthorized transactions made and instructions not implemented through e-mail, telephone or any other means.
22. LANDBANK shall not be liable if our bill remains unpaid and the biller discontinues/cancels our coverage.
23. If in case our deposit account is tagged with special instructions, we shall hold LANDBANK free from any obligation and liability on the effects of these special instructions on our transactions.
24. We may request the termination of the participation of any of the source accounts in the Auto Debiting module through written notice to our LANDBANK depository branch in the form prescribed and made available in the branch. Likewise, we acknowledge the right of the owner of the source account to terminate the participation of said account in the Auto Debiting module.
25. LANDBANK reserves the right to determine the scope of **weAccess**, change the daily cut-off time, modify, restrict, withdraw, cancel or disconnect any service without prior notice. In this case, LANDBANK shall coordinate with us through sending e-mail online or via telephone or any other means. It may also deactivate, suspend or discontinue any service due to mishandling of accounts as defined by the Bank's standard operating procedures or, if in the Bank's judgment, our continued access of **weAccess** may adversely affect the security of the system without prior notice.
26. LANDBANK shall not be liable for any cause beyond its control such as problems due to maintenance, telecommunication, electrical, network failure, computer hardware or software (including viruses and bugs) or related/incidental problems that may be attributed to the services of an information service provider.
27. LANDBANK may amend/supplement this Agreement from time to time with effectivity date as specified in the e-mail notice. Notice of the amendment/supplement sent through e-mail at the address shown on our account records shall suffice. Thereafter, continued use of the **weAccess** will constitute acceptance of the modification/supplement to the Agreement.
28. LANDBANK may limit our use of the services or terminate this Agreement once our account becomes dormant or is closed, garnished, escheated, or has violated any of the terms and conditions and business rules of the **weAccess**.
29. LANDBANK may, in the future, impose charges on this arrangement within legal and regulatory limits and we hereby authorize the Bank to impose the said charges accordingly upon notice through sending e-mail online or via telephone or any other means without need for further demand, notice or consent. The Bank shall not be held liable for the failure of transactions due to insufficient funds resulting from the deduction of authorized charges.
30. LANDBANK shall not be liable for any loss or damage in connection with any unauthorized interception or use of data relating to us or our account(s), including the missing thereof.
31. We agree to be bound by the laws, rules, regulations and official issuances applicable to **weAccess** now existing or which may be issued, as well as such other terms and conditions governing the use of other facilities, benefits or services the Bank may make available to us in connection with **weAccess**.

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Signature over Printed Name of Authorized Signatory/ies

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