

## STERLING BANK OF ASIA ELECTRONIC BANKING AGREEMENT

The provisions of this Electronic Banking Agreement (this “Agreement”) shall govern the use of **Sterling Bank Online – Personal**, the Online Banking Facility of Sterling Bank of Asia Inc. (A Savings Bank). By clicking the “Accept” button or signing up for the use of the said Facility, the Accountholder declares that he/she has read and understood the terms and conditions of this Agreement and that he/she agrees to be bound by them.

### 1. Definitions

When used in this Agreement, the following terms shall have the meaning indicated below:

- a. “SBA” refers to Sterling Bank of Asia Inc. (A Savings Bank).
- b. “Facility” refers to Sterling Bank Online – Personal.
- c. “Accountholder” refers to the registered user of the Facility.
- d. “Enrolled Account” refers to a checking, savings, fixed deposit and loan account with any SBA branch, which is maintained under the name of the Accountholder and enrolled in the Facility.
- e. “Access Codes” refers to the Accountholder’s User Name, Account Key, Log-in Password, and One-Time Password (OTP).
- f. “One-Time Password” or “OTP” refers to a unique code sent directly to the Accountholder’s registered Philippine mobile or roaming number to process his/her transaction/s on the Facility.
- g. “InstaPay” refers to an electronic fund transfer (EFT) service available 24 hours a day, 7 days a week that allows customers to transfer Philippine Peso denominated funds between accounts of participating BSP-supervised banks and non-bank e-money issuers in the Philippines, subject to a maximum of Php50,000 fund transfer limit, per transaction. The transferred fund is received in the account instantly as soon as it is sent.
- h. “PESONet” refers to an electronic fund transfer service that enables customers of participating banks, e-money issuers, or mobile money operators to transfer funds in Philippine Peso to another customer of other participating banks, e-money issuers, or mobile money operators in the Philippines. The fund transfers may be made in bulk, with a higher transaction limit depending on the financial institution, and the transferred fund is credited the same day, subject to applicable cut-off times.
- i. “QR Pay” or “QR PH” refers to an interoperable common Quick Response (QR) code which may be scanned and interpreted by any participating bank or other

participating non-banking institutions to facilitate customers' requests for fund transfers and payments. QR Pay is used for digital person-to-person (P2P) transfers, person-to-biller (P2B), and person-to-merchant (P2M) payments, and are processed through the InstaPay system.

## 2. Facility Services

a. The following services are available under the Facility (hereinafter, the "Services"):

### i. Account Balance and Transactions Inquiry

The Accountholder can view the available balance of his/her Enrolled Account as well as transactions on the Enrolled Account that occurred within one hundred eighty (180) calendar days from the current date.

### ii. Fund Transfer

1. The Accountholder can transfer funds, whether real-time or on a scheduled or recurring basis, from the Enrolled Account to the following accounts:

- Favorite accounts;
- Other Enrolled Accounts of the Accountholder;
- SBA checking or savings account in the name of a third person.

2. The Accountholder can also transfer funds to other banks or other participating non-banking institutions via InstaPay (including QR Pay) or PESONet.

For fund transfers via InstaPay (including QR Pay), there is a Php50,000 maximum fund transfer limit per transaction. The transferred fund will be received in real-time.

For PESONet fund transfers, the maximum transaction amount depends on the 3<sup>rd</sup> party transaction limit the accountholder has set in the Facility but not to exceed the maximum daily limits as set by SBA. Electronic fund transfer via PESONet is subject to prescribed cut-off times and processing schedules, the specific details of which shall be relayed to the Accountholder from time to time. Transactions made after SBA's designated cut-off time(s) shall be considered transactions of the next banking day.

3. The Accountholder shall be required to encode on the Facility a One-Time Password sent to the Accountholder's registered Philippine mobile or roaming number for each fund transfer to a Third Party Sterling Bank Account (except when the Third Party Sterling Bank Account is designated by the Accountholder as a "Favorite"), or to other banks or non-banking institutions through InstaPay (including QR Pay) or PESONet.

4. The starting date of scheduled fund transfers should be later than the current date. The Accountholder may edit or delete any scheduled fund transfer prior to the arrival of the scheduled date.
5. Only cleared and withdrawable balances of the Enrolled Account shall be available for fund transfers. SBA shall not execute the fund transfer request if the balance of the source Enrolled Account is insufficient to cover the amount to be transferred.
6. SBA reserves its right to collect fees from certain fund transfer transactions.
7. The Accountholder hereby authorizes SBA to disclose to the other bank (or participating non-banking institution) the information provided by the Accountholder pertaining to the interbank fund transfer transaction.

iii. **Bills Payment**

1. Only cleared and withdrawable balances of the Enrolled Account shall be available for bills payment. SBA shall not execute a bills payment order if there are insufficient funds in the source Enrolled Account.
2. Enrolled account may also pay their bills via SBA Online provided that the merchant/institution is a biller partner of SBA.
3. The Accountholder shall be required to encode on the Facility a One-Time Password sent to the Accountholder's registered Philippine mobile or roaming number, for each Bills Payment transaction, except when the biller is designated by the Accountholder as a "Favorite".
4. The date of crediting and reporting of the bills payment to the merchant/biller is subject to the posting period agreed upon between SBA and the merchant/biller.
5. SBA shall not be liable for any delay in payment caused by the merchant/biller and/or the Accountholder or for any discrepancy between the amount stated in the billing statement and the actual amount paid through the Facility. All disputes related to such delay or discrepancy shall be resolved between the Accountholder and the merchant/biller.
6. The bills payment arrangement between SBA and the merchant/biller may be cancelled or terminated at any time without prior notice to the Accountholder. SBA shall not be held liable for any loss or damage caused by such cancellation or termination.
7. The Accountholder hereby authorizes SBA to disclose to the merchant/biller the information provided by the Accountholder pertaining to the bills transaction.

iv. **Time Deposit**

1. The Accountholder can use any Enrolled Account as a source account for the time deposit placement. The Accountholder may use the selected source Enrolled Account or a different account as the settlement account where the time deposit's principal amount and interest earned, if any, will be credited.
2. A time deposit placed through the Facility may only be closed, renewed, or terminated through the Facility.
3. For each renewal of the time deposit placement, the prevailing interest rate at the time of renewal, as determined solely by SBA, will be applied.
4. Time deposits that are terminated prior to maturity date shall earn interest according to the following rates:
  - If the pre-termination occurs during the first half of the term, the interest rate shall be 25% of the stipulated rate.
  - If the termination occurs during the second half of the term, the interest rate shall be 50% of the stipulated rate.
5. All applicable taxes, fees, and/or charges (including pre-termination charges) on the time deposit shall be for the account of the Accountholder.
6. SBA shall not issue a Certificate of Time Deposit (CTD) for time deposits placed through the Facility.

v. **Stop Payment Request**

1. The Accountholder can request to stop the payment of a check issued from any of his/her enrolled checking accounts (hereinafter a "Stop Payment Request"), however, SBA shall only honor the Stop Payment Request if:
  - a. The Stop Payment Request is received by SBA within one hundred eighty (180) days from the date of issuance of the check;
  - b. The check has not yet been paid, accepted, or certified for payment; and
  - c. There are sufficient funds in the checking account to cover the Stop Payment Request fee and other applicable fees, which shall be debited from the said checking account.
2. The acceptance of the Stop Payment Request is not a representation by SBA that the check has not yet been honored at the time the request is received by SBA or that there is sufficient time for SBA to act on the request.

3. The Accountholder agrees to indemnify and hold SBA harmless from any and all losses, claims, liabilities, damages, and expenses arising from SBA's execution of the Stop Payment Request, or from SBA's failure to execute the Stop Payment Request for valid reasons.

vi. **Checkbook Reorder**

1. Before submitting the checkbook reorder, the Accountholder shall ensure that the source Enrolled Account has sufficient funds to cover the amount of the checkbook reorder fee; otherwise, SBA has the right not to execute the checkbook reorder.
2. SBA may impose a limit on the number of checkbooks that may be ordered by the Accountholder within a month.
3. The Accountholder or his/her representative may pick up the ordered checkbook at the nominated SBA branch. If the checkbook will be picked up by the Accountholder's representative, the latter must present the following:
  - Valid ID of the representative; and
  - Letter executed by the Accountholder, authorizing SBA to release the checkbook to the representative.

vii. **Manager's Check Order**

1. Before submitting the Manager's Check (MC) order, the Accountholder shall ensure that the source Enrolled Account has sufficient funds to cover the amounts of the MC and the MC order fee; otherwise, SBA shall not execute the MC order.
2. The Accountholder or his/her representative may pick up the ordered MC at the nominated SBA branch. If the MC will be picked up by the Accountholder's representative, the latter must present the following:
  - Valid ID of the representative; and
  - Letter executed by the Accountholder, authorizing SBA to release the checkbook to the representative.

viii. **Application for a New Account**

Any existing Accountholder (except for Solo Basic Savings Accountholders) shall be allowed to open a new Solo Savings Account through the Facility. Solo Savings Accounts opened through the Facility shall be subject to the same terms and

conditions of SBA's Solo Savings Accounts (i.e. minimum average daily balance (ADB), service fees and charges, etc.).

**b. Service Limitation**

SBA shall not permit and is under no obligation to notify Accountholder for the following: (a) transaction that will result in an overdraft or close the Account/Card; (b) transfer and payment from an Account/Card in an "Unavailable" status such as dormant or expired, or (c) transfer and payment from an Account/Card that is subject to legal process or other encumbrance restricting the transaction.

**c. New Services**

SBA may introduce new services for the Facility in the future. By using these services when they become available, the Accountholder agrees to be bound by the terms and conditions concerning these services.

**d. Unavailability of Electronic Banking**

The Facility may not be available at certain times due to scheduled maintenance, computer, telecommunication, electrical, network failure, and/or any other reasons beyond SBA's control. SBA shall attempt to provide prior notice of such interruptions; however, SBA does not guarantee that such notice will always be possible.

**3. Access Codes**

- a. The Accountholder agrees that the Facility shall be used or accessed only by the Accountholder. The Accountholder shall keep his/her Access Codes strictly confidential and shall exercise due care to prevent unauthorized persons from using or having access to them. SBA shall conclusively presume that any transaction, request, or order made using the Accountholder's Access Codes emanated from the Accountholder himself/herself, unless SBA receives a written notice to the contrary from the Accountholder. The Accountholder agrees that SBA shall not be liable for executing or processing the said transaction, request, or order prior to the receipt of the abovementioned written notice from the Accountholder.
- b. If the Accountholder suspects that his/her Access Codes or the Facility are accessed or used by an unauthorized person, he/she must immediately notify SBA through the following channels:
  - i. 24/7 Customer Service Helplines +632 8721 6000 or +632 8672 6300
  - ii. Any SBA Branch



- c. The Accountholder agrees that SBA may, without prior notice to the Accountholder, cancel or refuse to execute a transaction, request, or order and/or suspend the Access Codes of the Accountholder if SBA has reason to believe that the Access Codes are compromised or that the Facility was accessed or used by an unauthorized person.

#### **4. Accountholder's Responsibilities**

- a. The Accountholder shall use the Facility in accordance with the terms and conditions of this Agreement and any amendment or supplement hereof if any, and with all applicable laws, rules, and regulations. The Accountholder shall not use the Facility in violation of existing anti-money laundering laws.
- b. The Accountholder warrants that all information that he/she provided to SBA are true and accurate. The Accountholder understands that any material misrepresentation, falsity, or omission on his/her part shall be construed as an act to defraud SBA and may be a ground for the termination of this Agreement or the termination of the Accountholder's access to the Facility, without prejudice to any civil and/or criminal liability that SBA may pursue against the Accountholder.
- c. The Accountholder shall ensure that his/her email address and mobile phone number(s) registered in SBA's records are active and valid. Moreover, the Accountholder shall notify SBA of any change affecting any information provided by him/her.
- d. The Accountholder shall keep records of his/her transactions, review and reconcile his/her transactions history details and statements for any errors, and immediately report to SBA any unauthorized entries or transactions.

#### **5. Accountholder's Responsibilities**

All instructions, which are issued through the Facility using the Access Codes, shall be deemed to have been made by the Accountholder. SBA shall not be obliged to verify such instructions or to obtain any further written or other confirmation from the Accountholder before acting on them. All instructions, which are issued through the Facility using the Access Codes, shall be deemed correct, complete, irrevocable, and binding upon the Accountholder. This notwithstanding, SBA may, at its sole discretion, cancel or refuse to execute the instructions at any time, without incurring any liability, or suspend the Access Codes even, if SBA has reason to believe that the Account is being used in an unauthorized or fraudulent manner.

#### **6. Liability for Phishing and Hacking**

Although SBA has installed mechanisms to keep the Account safe and secure, SBA does not discount the possibility of a security breach. The Accountholder is aware that the

Account may be hacked and phished using devices, methods, or any other means, which will enable unauthorized persons to access the same. Therefore, the Accountholder shall exert all reasonable effort to prevent hacking and phishing, by protecting all information related to the Account. The Accountholder shall be responsible for any and all withdrawals, transfers, and transactions, and shall hold SBA free and harmless against any and all losses, damages, expenses, liability and costs of any kind if the Account is hacked and phished as a result of the fault or negligence of the Accountholder.

## 7. Security

Although SBA has installed mechanisms to keep the Account safe and secure, SBA does not warrant the security, secrecy, or confidentiality of any information transmitted through any internet service provider, network system, or other similar system via the Facility. The Accountholder shall hold SBA free and harmless from all liabilities, expenses, or costs arising from any breach in the security, secrecy, or confidentiality of the Account, if the breach is caused by the fault or negligence of the Accountholder.

## 8. Limitation of Liability

- a. To the full extent allowed by law, all warranties, whether expressed or implied, are excluded from this Agreement. SBA does not represent or warrant that the Facility: (1) will meet all of the Accountholder's requirements; and (2) will be uninterrupted, timely, secure, or free from error.
- b. SBA shall not be liable for any loss, expense, cost, or damage incurred by the Accountholder or any third party, arising from, or connected with, any of the following:
  - i. The Accountholder's inability to access the Facility through no fault or negligence of SBA;
  - ii. Any disruption, failure, or delay in the processing of any transaction, or in implementing the instructions of the Accountholder relative to the Facility through no fault or negligence of SBA;
  - iii. The improper, fraudulent, or unauthorized use of the Facility due to theft or unauthorized disclosure of account information or Access Codes, or violation of other security measures resulting from the Accountholder's fault or negligence;
  - iv. The Accountholder's receipt of inaccurate, incomplete, or delayed information due to disruption or failure of any communication facilities used by SBA for the Facility, through no fault or negligence by SBA; or



- v. Any other cause which is beyond the control of SBA, and is a result of the fault or negligence of the Accountholder.

**9. Accountholder Complaints and Other Concerns**

- a. For any inquiries, complaints, and other concerns (collectively, “Concern” or “Concerns”) related to the Facility, the Accountholder may contact SBA’s 24/7 Customer Service Helplines through any of the following channels:
  - i. Telephone Numbers.: +632 8721 6000 or +632 8672 6300
  - ii. Electronic Mail: [customer.service@sterlingbankasia.com](mailto:customer.service@sterlingbankasia.com)
  - iii. Website: <https://www.sterlingbankasia.com/contact-us>
  - iv. Mail: STERLING BANK OF ASIA CORPORATE HEAD OFFICE  
Sterling Bank Corporate Center Ortigas Avenue,  
Greenhills, San Juan City 1500

The Accountholder is required to provide SBA with information necessary to investigate or resolve the concern such as, but not limited to:

- i. Accountholder’s complete name
  - ii. Accountholder’s registered contact number/s and address
  - iii. Detailed description of the concern
  - iv. Amount of the transaction involved, if any
- b. Concerns sent through electronic channels (i.e., electronic mail and website) are only considered received the following banking day. Concerns sent through mail shall only be considered received when physically received by an authorized SBA employee. Therefore, the Accountholder shall not use any of these channels for concerns that require immediate attention.
  - c. SBA may require the Accountholder to reduce his/her Concern/s into writing.
  - d. SBA’s Customer Service shall give its feedback to the Accountholder’s written Concern within seven (7) banking days from its receipt thereof by sending an email to the Accountholder’s registered email address or a letter to the Accountholder’s registered address. SBA’s Customer Service may also contact the Accountholder via phone call, as needed, to better communicate details of the feedback.

## 10. Data Privacy

The Accountholder understands and agrees that SBA may collect, process, use, share, and retain all information relating to the Accountholder, including, but not limited to, the information on the Accountholder's accounts, transactions, credit relationships, and/or credit facilities (the "Information") pursuant to SBA's Data Privacy Policy, which is attached as Annex "A" to this Agreement, and the provisions of this Section.

- a. SBA shall keep all Information confidential. However, for purposes of (i) implementation, administration, and improvement of the Facility or of other products, services, facilities, and channels of SBA; (ii) marketing, promotional, communication, commercial, and research objectives; (iii) regular conduct of SBA's business; or (iv) compliance with applicable laws or rules or orders issued by government regulators or supervisory bodies, competent courts, and government agencies, the Accountholder hereby authorizes SBA to:
  - i. Collect, use, store, consolidate, and process (collectively, "process" or "processing") the Information;
  - ii. Outsource the processing of the Information to service providers;
  - iii. Verify or validate the Information from any and all sources such as the Bureau of Internal Revenue (BIR), courts, and government agencies; and
  - iv. Disclose the Information to the following persons/entities:
    - SBA's directors, officers, and employees, including auditors, insofar as necessary to enable them to perform their functions properly.
    - SBA's affiliates;
    - Credit information or investigation companies, credit bureaus (e.g., the Credit Information Corporation [CIC] pursuant to Republic Act No. 9510 or the Credit Information System Act and its implementing rules and regulations), other financial institutions, consumer reporting or reference agencies, credit protection providers or guarantee institutions, brokers, insurers, and underwriters;
    - Judicial courts, government agencies, and supervisory or regulatory bodies;
    - Any person or entity as required by the laws or regulations of any country with jurisdiction over the Accountholder or SBA;
    - Any potential transferee or assignee of SBA's rights and/or obligations under relevant agreements;

- Service providers engaged by SBA, marketing, promotional, network, loyalty program, and joint venture partners, and other relevant external parties, whether based within or outside the Philippines (collectively, the “Relevant Parties”).

The foregoing authorization shall continue for the duration of, and shall survive the termination of, this Agreement.

- b. The Accountholder agrees to indemnify and protect SBA and any of its directors, officers, employees, and representatives from any and all damages, losses, liabilities, and claims arising from or connected to the implementation and compliance with the authorization conferred by the Accountholder in this Section.

## 11. Event of Default

SBA may, without need of prior notice to the Accountholder, suspend or terminate any or all rights of the latter under this Agreement, including the use of the Facility, in the event that the Accountholder violates any of the provisions of this Agreement. The said suspension or termination shall be without prejudice to any remedy that may be available to SBA under the law, including the collection of damages from the Accountholder.

## 12. Additional Terms and Conditions

- a. All SBA policies governing deposit accounts and the products and services available under the Facility, in so far as they are not inconsistent with the provisions of this Agreement, shall remain in full force and effect.
- b. For joint “or” deposit accounts, the Accountholder warrants that all transactions made via the Facility are done with the consent and within the lifetime of all the co-accountholders.
- c. SBA may impose fees or charges, or change the amounts of existing fees and charges, for the use of services available under the Facility.
- d. The Accountholder agrees that SBA may communicate with him/her through email regarding any matter related to the Facility, the Enrolled Accounts, or this Agreement.
- e. The Accountholder hereby authorizes SBA to send to the former promotional offers, advertisements, or surveys of SBA or any of its affiliates by communicating to the Accountholder in writing, by email, by facsimile transmission, by short messaging service (SMS), by posting in SBA’s website, or by other electronic transmission which SBA may consider appropriate and effective.
- f. All records maintained by SBA, whether in electronic or documentary form, of the transactions, requests, or orders of the Accountholder and any other information related to the Accountholder or the Enrolled Accounts shall be deemed conclusive as against the Accountholder.

- g. SBA may, at any time and without need of prior notice to the Accountholder, amend or supplement this Agreement or suspend or terminate this Agreement or the use of the Facility. If the said amendments or supplements are not acceptable to the Accountholder, he/she may terminate this Agreement by sending a written notice thereof to any SBA branch.
- h. This Agreement shall be governed by Philippine laws and any dispute arising hereunder shall be submitted before the proper courts of Makati City, to the exclusion of all other venues. All costs and expenses, including Attorney's Fees which shall be fixed at 10% of the amount involved, incurred by SBA in connection with any litigation or suit arising from or connected to this Agreement shall be paid by the Accountholder.

### 13. Compliance with Existing Laws

The Accountholder hereby warrants that the use of the Facility shall not violate Republic Act No. 9160 (Anti-Money Laundering Act of 2001), other pertinent laws, and all relevant rules, regulations and issuances of the Bangko Sentral ng Pilipinas. The Accountholder shall hold SBA free and harmless from all liabilities, expenses, or costs arising from any violation of this warranty.

### 14. Alerts

The Facility has an "Alerts" feature that sends a notification to the Accountholder via email, Short Messaging Service (SMS), or both, for select transactions done through the Facility; provided, that such function is enabled under the *Settings - Manage Alerts* feature of the Facility.

Once enabled, the Accountholder will receive a notification via both email and SMS, for transactions involving amounts beyond the prescribed limit as set by SBA. However, for transactions that are below the prescribed limit, the Accountholder will only receive notifications via email.

SBA shall not be liable for any loss or damage that may be suffered by the Accountholder arising from the Accountholder's failure to act upon such notification, provided SBA sent the notification to the Accountholder through the latter's last known mobile number and/or or email address.

## Annex A

### DATA PRIVACY NOTICE

#### Overview

In this Privacy Notice, the terms “we”, “us”, and “our” refer to Sterling Bank of Asia Inc. (A Savings Bank). Meanwhile the terms “you” and “your” refer to our individual client, or to an individual whose personal data are submitted to us for processing.

This Privacy Notice explains the types of personal data that we collect and process, why we collect and process them, and how we protect them. It also contains information about your rights under Republic Act No. 10173 or the Data Privacy Act and its Implementing Rules and Regulations (collectively, “data privacy laws”).

#### 1. Types of personal data that we collect

We collect the following types of personal data when you avail of our products or services and over the course of our relationship:

- Identification information such as name, age, date and place of birth, citizenship, signature, profession/occupation, corporate or organizational documents, Tax Identification Number (TIN), Social Security System (SSS) or Government Service Insurance System (GSIS) Number, and licenses and permits to conduct business;
- Contact information such as electronic mail (email) address, personal and office phone numbers, and mobile phone number;
- Financial and credit information such as, but not limited to, financial status, credit background, and source of funds;
- Personal or business references;
- Any other personal data which we may be required to collect under the law, issuance of administrative and regulatory bodies, or court order or which we may need to collect in order to provide you our products and services; and
- Technical information such as internet protocol (IP), browser type, operating system, and average time spent on a website.

#### 2. How we collect your personal data

We collect your personal data through the following:

- Forms, surveys, and other documents that you accomplish, sign, and/or submit when you avail of our product or service and over the course of our relationship
- Data analysis of your payments and other transactions with us

- Email, phone calls, letters, and other communications that you send to us
- Persons, institutions, and organizations (such as credit bureaus and fraud prevention agencies) from which you have authorized us to receive personal data or from which we are allowed to receive personal data under the law or issuances of Bangko Sentral ng Pilipinas (BSP) or other regulatory bodies
- Our website and online and mobile banking facilities
- Social media sites, news, publications, and other available sources
- Any of our branches and offices which you visited

### 3. **How we use your personal data**

We use your personal data for the following purposes:

- To enable us to provide the product(s) and/or service(s) that you availed of;
- To execute instructions and requests which you may make in relation to your account;
- To comply with the requirements of the law, BSP regulations (e.g., customer identification or KYC) or issuances of other regulatory body or agency, or order of a court of competent jurisdiction;
- To communicate with you concerning your account;

(If you have elected to receive marketing and promotional materials about our products and services, your personal data may also be used for such purpose.)

- To fulfill our contractual obligations to you.

### 4. **With whom we share your personal data**

In connection with the abovementioned purposes, we may share your personal information with the following:

- Accredited service providers, agents, and third parties with whom we have executed outsourcing agreements and/or who have an obligation of confidentiality to us;
- Legal counsels, internal and external auditors, and advisors who need to have access to your personal data to perform their functions and who have an obligation of confidentiality to us;
- Credit information bureaus, financial institutions, and other entities with whom we are allowed or obligated to share personal data under BSP regulations;
- Third parties, pursuant to the order of a competent court, quasi-judicial agency, or regulatory body exercising supervision over us; and



- The BSP, the Credit Information Corporation (CIC), and other agencies and entities to whom we are required to disclose personal data under the law or a regulatory issuance.

#### 5. **How long do we retain your personal data**

We retain your personal data, whether in paper or electronic format, only for as long as necessary for the fulfillment of the purposes for which we obtained your personal data; or for the establishment, exercise, or defense of legal claims; or for legitimate business purposes; or as provided by law, BSP regulations, and our policies and procedures. After the retention period, we destroy your personal data to ensure that they will no longer be readable by, or accessible to, any person.

#### 6. **How we protect your personal data**

We employ reasonable and appropriate organizational, physical, and technical security measures in order to maintain the availability, integrity, and confidentiality of your personal data. Only authorized personnel are allowed to access your personal data. If and when we share your personal data to our service providers and other third parties, the arrangement is protected by a confidentiality clause.

#### 7. **Your rights under Data Privacy Laws**

Subject to the conditions and exceptions provided under Data Privacy Laws, you have the right to:

- Be informed if your personal data will be, are being, or were, collected or processed;
- Have reasonable access to: (a) the contents of your personal data, (b) the sources from which the personal data were obtained, (c) the names and addresses of the recipients of your personal data, (d) the manner by which the personal data were processed, (e) the reasons for disclosure of the personal data to recipients, if any, (f) information on automated processes where your personal data are made the sole basis for any decision that significantly affects or will affect you, and (g) the date when your personal data were last accessed and modified;
- Object to the collection and processing of your personal data;
- Dispute and have corrected any inaccuracy or error in your personal data in our possession;
- Suspend, withdraw, or order the blocking, removal, or destruction of your personal data from our records or filing systems;
- Claim compensation for damages which you may have suffered due to inaccurate, incomplete, outdated, false, unlawfully obtained, or unauthorized use of your personal data;
- File a complaint with the National Privacy Commission (NPC) if you believe that your personal data have been misused, maliciously disclosed, or improperly disposed, or that any of your data privacy rights have been violated; and

- Obtain a copy of your personal data in an electronic or structured format that is commonly used and allowed for your further use.

## 8. **Sterling Bank of Asia Electronic Banking Services**

The provisions of this Section apply only to personal data collected through our internet and mobile banking services (collectively, “electronic banking services”). By using the said services, you agree to be governed by these provisions.

We do not collect any personal data when you use our electronic banking services. We do not use cookies or any other data-gathering software that installs itself or remains on your computer or mobile device. We only collect technical information when you use our electronic banking services (e.g., IP address, browser type, operating system, and average time spent on the website), which we analyze to help us improve our website and mobile application and provide you with better and more secure service. We do not share or disclose your information to third parties except as provided in Section 4 of this Privacy Notice.

There are instances, however, when you will be requested to provide personal data through our website, such as when you file an online application for a product or service and when you decide to register on our website. We give all personal data that you provide through our website the same degree of protection that we give to personal data that we collect through other channels.

Our website may contain links to other websites. These third-party sites have separate and independent privacy policies. We have no responsibility or liability over the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

Our electronic banking services are served from a secure server, thus any personal data that you submit through our electronic banking services are encrypted on their way from your computer to our servers. In the unlikely event that your transmission is intercepted, your personal data will not be usable by anyone.

We require that you use a unique password to access your accounts and transaction information through our electronic banking services. You can help maintain the security of your personal data by not sharing your password with anyone, by changing your password on a regular basis, and by properly signing off after each electronic banking session.

## 9. **Change or Modification in Privacy Notice**

We will notify you of any changes or modifications that we may make in this Privacy Notice. You may withhold your consent to the continuous collection and processing of your personal data if you do not approve of the changes.

## 10. **Joint and in-trust-for (ITF) / for-the-account-of (FAO) accounts**








We require each individual joint account holder, whether the account is an “and” or “or” joint account, to give consent to the collection and processing of his/her personal data. For in-trust-for (ITF) / for-the-account-of (FAO) accounts, the principal account holder warrants that he/she is

authorized to submit to us the personal data of the minor or incapacitated beneficiary/ies for collection and processing.

**11. How you may contact us**

If you have questions or concerns about this Privacy Notice or the privacy of your personal data, please send an email to [DPO@sterlingbankasia.com](mailto:DPO@sterlingbankasia.com). You may also call +632 8721 6000 or +632 8672 6300.

## Protect your Sterling Bank Online account with these safety reminders:

-  **ALWAYS SECURE YOUR ACCOUNT**  
Never share your user ID, password, OTP, or other account information with anyone.
-  **USE A STRONG AND SECURE PASSWORD**  
Create a password that makes sense to you but is difficult to guess by others.
-  **CHANGE PASSWORD REGULARLY**  
Make it a habit to change your password regularly. This reduces the risk of exposure and unauthorized access to your account.
-  **ACCESS YOUR ACCOUNT THROUGH TRUSTED NETWORKS AND DEVICES**  
Do not use public WIFI when logging in to your account. Cybercriminals may gain easy access to your account when you are on a public WIFI. When using a mobile device, log in to your account only through devices you trust (e.g., your mobile phone).
-  **ACTIVATE THE SECURITY SETTINGS OF YOUR STERLING BANK ONLINE ACCOUNT**
  - **Device Linking** – you can link up to three (3) mobile devices to your Sterling Bank Online account. Have peace of mind knowing that access to your Sterling Bank Mobile App will only be through trusted devices.
  - **Manage Alert** – keep track of your Sterling Bank Online transactions by activating the email and/or SMS transaction notifications of your Sterling Bank online account.
  - **Manage Transaction Limit** – set limits on the amount of money that can be paid or transferred for your online banking transactions (e.g., fund transfer or bills payment).
-  **MONITOR YOUR ACCOUNT TRANSACTIONS REGULARLY**  
It is easier to notice irregular or unauthorized account activities if you periodically check your account balance and transaction history.
-  **IF IN DOUBT, OR IF YOU NOTICE ANY IRREGULAR TRANSACTION IN YOUR ACCOUNT, CONTACT OUR 24/7 CUSTOMER SERVICE HELPLINES**  
Call +632 8721 6000 or +632 8672 6300 or email [customer.service@sterlingbankasia.com](mailto:customer.service@sterlingbankasia.com) immediately to report suspicious account activities, calls, SMS, or emails.

Scan the QR code for more tips  
on how to safeguard your account.



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