



Opening Doors, Building Tomorrows.

Super Check Application Form

Name of Cardholder/ Applicant

Credit Card No.: (If applicable)

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Expiry Date (if applicable) _____

Birthdate Birth Place

Nationality TIN SSS/GSIS No.

Civil Status Single Married Separated Widowed

Mother's Maiden Name

Spouse Name (Last Name, First Name, Middle Name)

No. of Children No. of Dependents

Permanent Address

Mailing Address

Home Tel. No. Mobile No.

Email Address: Source of Funds:

Employer's Name

Employer's Address

Nature of Business

Job Title/Occupation/Profession Salary Range

Start of Employment Business Contact No.

Signature: _____

EQUICOM SUPER CHECK FACILITY TERMS AND CONDITIONS

The following Terms & Conditions shall apply to the enrollment, use and avilment of the Equicom Super Check Facility.

- 1. Super Check Facility** - The Super Check Facility shall be operated solely for the purpose of drawing a check against the unused Credit Limit of Equicom Credit Cards and making the payments thereunder. For the purpose of this Facility, a current account will be opened subject to the presentation of documents and references acceptable to the Equicom Savings Bank ("Bank") and after the verification of the applicant's identity and or authority to open the account. Said current account is not available for deposits and withdrawals. Issuance of checks shall be governed by the rules and regulations imposed by the Philippine Clearing House Corporation (PCHC) and the Bangko Sentral ng Pilipinas (BSP).

The cardholder certifies that all information that were provided or will provide to the Bank (through Bank Documents, supporting documents, etc.) are complete, true and correct and that all signatures on these documents are genuine.

The cardholder hereby waive confidentiality of information and records relating to the depositor/s that the Bank may obtain from third parties, including governmental or regulatory agencies, the cardholder's employer, business associates and other entities as the Bank may deem proper and sufficient in the conduct of business.

The cardholder further consents to the Bank disclosing any and all information or data relating to the cardholder, the cardholder's application, and the cardholder's accounts and transactions, to any governmental or regulatory body including that of foreign governments when the Bank is required to make such disclosure pursuant to law, contract, treaties or regulation. The cardholder agrees that such disclosure or exchange of information will not be the basis of any claim against the Bank or the persons receiving such information.

The cardholder acknowledge that the Bank may be required by law, competent courts or government or regulatory bodies or other offices or agencies authorized by law to disclose information or data relating to the cardholder, the cardholder's applications, bank accounts and transactions with the Bank. The cardholder understands and agrees that the Bank may be required to report the accounts, including the handling thereof, to the Bangko Sentral ng Pilipinas, Anti-Money Laundering Council, credit bureaus and/or any other governmental or regulatory body including that of foreign governments when required to make such report pursuant to law, contract or regulation. The cardholder authorizes the Bank to report and/or disclose information as required to any bank or credit card association, credit bureau or institution or other appropriate person, if any of your loan accounts become delinquent or any of your deposit or loan accounts are not operated appropriately.

The Bank, at its sole discretion, may update any and/or all your existing records with using the latest customer information that the Bank derives from the depositor/s. Latest customer data may be received by the Bank through any of the following means: (i) application or account opening forms of any of the Bank's products and/or services; and (ii) customer record updates received through duly-signed customer information update forms, face-to-face contact, postal mail, phone, facsimile, email, internet banking and other electronic means.
- 2. Access to the Super Check Credit Line** - Cardholder may draw on the Credit Line by issuance of Super Check(s). The Bank may, at anytime, impose such minimum avilment limits per transaction as may be communicated to the Cardholder. The Bank shall have the right to charge the Credit Card Account for interest, penalty charges, interest charges, taxes and all other sums due and payable, notwithstanding that any such sums exceed the Available Credit Limit
- 3. Credit Limit Avilment** - Cardholder shall not make any Avilment in excess of the available credit limit. If any intended avilment by client will cause the available credit limit line to be exceeded, the Bank shall have the right, power and authority to refuse the intended avilment without need of prior notice. Credit limit will only be updated upon posting of payment. Only cleared check payments or cash payments will be considered in updating the credit limit. The Bank will not guarantee real time crediting of cash payment. For cash payments made via accredited payment centers of the Bank, posting may take two (2) to three (3) banking days.
- 4. Evidence of Availments** - Availments shall be evidenced through issuance of check based on available/unused portion of the credit line at time of receipt of the Super Check by the Bank.

Absent manifest error on the part of the Bank, the foregoing evidence of avilment shall be conclusive and binding on Client. Client is aware that the only evidence of avilment is through the Super Check issued.

In case that the check is lost or stolen, the client shall immediately notify the Bank through its 24/7 Customer Service, and confirm such notification within 24 hours from occurrence of such loss or theft by submitting the following requirements (a) Affidavit of Loss; (b) copy of government-issued ID with signature; (c) Letter of Request for Cancellation; and (d) Check Replacement Fee, if any. The Bank shall not be responsible for any unauthorized transaction against the credit line until after the Bank has received the Affidavit. Client shall be liable for all transactions made through the lost Checkbook before the Bank received the written notice together with the Affidavit of Loss.
- 5. Account closure.** The Bank reserves the right to close the Account if the cardholder has handled his account in the manner not satisfactory to the Bank and/ or if the Depositor draws checks against insufficient funds and/or uncollected deposits for three (3) consecutive times in a month.

Furthermore, the Bank and its officers and employees shall be held free and harmless from any liabilities, claims and demands of whatever kind in connection with or arising from (a) the closure of account and/or (b) the dishonour of any checks which may be presented to the Bank after the closure of the account(s) and/or (c) the reporting by the Bank of the account closing and the reason(s) therefore to the Banker's Association of the Philippines (BAP), or any monitoring entity or body established by the BAP to keep record of and monitor mishandled deposit account.

Further the Bank is authorized to close account/s even without prior notice in case said account/s are involved in any fraudulent or illicit activities and to report such closure and reason/s thereof to the BSP, the Banker's Association of the Philippines (BAP), or to any central monitoring entity or body established by the BAP to keep record of and monitor mishandled deposit accounts of member banks. The Bank shall be rendered free and harmless from all liabilities, claims and demands of whatever kind in connection with or arising from: (a) the closing of account/s; (b) the dishonor of any check/s there under which may be presented to us after the closing of the account/s; and/or (c) the reporting of the closure of account/s and the reason/s thereof to the BSP, BAP or to any central monitoring entity or body established by the BAP.
- 6. Check Details.** The Cardholder assumes full responsibility of the correctness, due execution, genuineness and validity of all endorsement appearing on all checks or other items deposited. Return of checks drawn against insufficient funds (DAIF), drawn against uncollected deposits (DAUD), or due to technical defects will be governed by the rules and regulations of the PCHC and the BSP. The Bank may dishonour checks in accordance with applicable laws, regulations and Bank policies. The Bank shall have no liabilities arising from the said dishonor.
- 7. Liability for Loss.** The Bank shall not be liable for any default or negligence of its selected correspondents nor for the losses in transit. In the same manner each selected correspondent shall not be liable except for its own negligence.
- 8. Non-transferable.** The check book is non-transferable or assignable. The assignment of an account in favor of any beneficiary during the lifetime of the cardholder to take effect after his death will be dealt with in conformity with the provisions of the law regarding the liquidation and disposition of a decedent's estate. The provision of Article 1250 of the Civil Code is not applicable to the depositor's account.
- 9. Stop Payment Order.** A Stop Payment Order on the Super Check shall be binding with the Bank only upon submission to the designated employees of any branch of the Bank any of the following: (a) a duly accomplished and signed Check Stop Payment Order Form whereby the check or checks to be affected are properly identified, or (b) in case of check loss, an Affidavit of Loss. Client agrees to hold the Bank free from any liability or expenses arising from its refusal to pay the said items in accordance with the Stop Payment Order.
- 10.** In all cases, not specifically provided for in the foregoing, the rules and regulations of the BSP, Bankers Association of the Philippines (BAP) and the PCHC shall govern all transactions between the Bank and the Depositor.
- 11. Super Check Service Fee and Other Charges** - A service fee of 1.50% will be charged for every amount of check issued. The Bank shall also charge the Cardholder a Returned Super Check fee of P500.00 plus applicable Philippine Clearing House Corporation (PCHC) fee for such occurrence. These fees and charges are subject to change without prior notice.
- 12. Consequences of Default** - Upon the occurrence of credit card payment default, the Bank, at its option and without need of notice or demand, may dishonor any Super Check(s) issued by the cardholder.
- 13. Dishonor of Super Check(s)** - the Bank shall have the right to dishonor any Super Check(s) under any of the following cases: (a) in case of violation of any terms of this Agreement; (b) in case the acceptance of payment of such check(s) will cause the Available Credit Line to be exceeded; (c) in case the Credit Card Account have been blocked or cancelled; (d) in case the Credit Line had expired; (e) in case of unposted or uncleared payments; (f) for the same reasons and in the same manner that the regular current accounts checks may be dishonored; (g) if the Credit Card Account is past due. Such dishonored checks shall be subject to P500.00 service fee and all other fees prescribed under Clearing Regulations, which shall be borne by the client and debited or billed against the credit card account. It is the client's responsibility to ensure that all issued Super Checks are sufficiently funded to avoid inconvenience and/or penalty charges.

I DECLARE THAT:

I agree to open this account with Equicom Savings Bank ("Bank") for the purpose of the Super Check Facility, subject to the terms and conditions stated herein. I warrant that I am aware of the provision of the Republic Act No. 9160 (Anti-Money Laundering Act of 2001) as amended, and I represent that my transactions herein are not among those covered under the said law. I authorize the Bank to make any such verifications or reports in compliance RA. No 9160, as amended, as it may deem appropriate, for which acts I hold the Bank free and harmless from any and all liabilities, claims and or damages.

I fully understand the corresponding risks entailed in availing of such banking products, facilities or services, further, my continued use and/or availment of such banking products, facilities or services shall mean my conformity to any and all supplement(s), modification(s) or amendment(s) of such Terms and Conditions in which may be posted in conspicuous places within the Bank premises or which may be published in any other matter.

I also attest to the truth and correctness of my given information. In case, I apply for any credit accommodation, I hereby authorized the Bank and its officers to obtain and disclose information about my deposits or other properties whether within the Bank or other banks.

By signing on this Equicom Super Check Facility Application Form, I hereby acknowledge having read, understood and agree to be bound by the terms and conditions ("T&C") of the Equicom Super Check Facility as appearing in this application form and undertake to comply with the requirements set forth herein as may be amended or supplemented by the Bank anytime without prior notice. I further agree to be bound by the T&C and mechanics of any existing promotion/s of the Bank in connection to the Equicom Super Check Facility, and by the T&C governing the issuance and use of the Equicom Credit Cards, all as maybe amended or supplemented by the Bank anytime without prior notice. I likewise agree that in case of insufficient credit limit, the Bank shall have the right to dishonor the Equicom Super Check, the Bank shall have the absolute and exclusive right to approve or reject application for Equicom Super Check Facility; that in case my Equicom Super Check application is disapproved, the Bank is not obligated to notify me of such disapproval nor to discuss the reason/s thereof.

I hereby agree to have this specimen Signature Card used for all account to be opened in my behalf and to have my account(s) with the Bank governed by the Terms and Conditions set forth by the Bank as well as the applicable rules issued by the Bangko Sentral ng Pilipinas and the Bankers Association of the Philippines.

IN WITNESS WHEREOF, I/We have affixed my/our signature(s) on _____ at _____ .

Cardholder's Name: _____

Please sign 3 times

Signature _____

Signature _____

Signature _____

FOR BANK USE ONLY

ACCOUNT INFORMATION

Account No. _____

Date of Opening of the First Account _____

Customer No. _____

Notes