



PNB Remittance Company (Canada)

Terms of Service

1. ACCEPTANCE OF TERMS OF SERVICE - PNB RCC WEB REMIT (WRS)

These PNB Remittance Company (Canada) (PNBRCC) Web Remit Terms of Service (this "Agreement") set forth the terms and conditions governing your use of the PNB Remittance Company (Canada) Web Remit Service (the "Service") offered by PNBRCC and certain disclosures under federal law. This Agreement is between you and PNBRCC, and PNBRCC may rely on and enforce this Agreement. You are bound by this Agreement in any event if you use PNBRCC Web Remit Service. Please read it carefully and by clicking I AGREE below, you indicate your agreement to be bound by and comply with all of its terms.

2. DESCRIPTION OF SERVICE

PNB Web Remit Service is an internet service that is available on the PNBRCC website for the remittance of money to the Philippines. PNBRCC owns the website that provides access to PNBRCC Web Remit Service and maintains records about your PNBRCC WRS account and your WRS transactions. PNBRCC WRS allows you to send or remit money to the Philippines via the facilities of PNBRCC and the Philippine National Bank in the Philippines. You can designate your deposit account maintained with any of the following banks: TD Canada Trust (TD), Bank of Montreal (BMO), Royal Bank of Canada (RBC), Bank of Nova Scotia (Scotiabank) as your source of fund and designate the names of the beneficiaries in the Philippines as recipient of your remittances. Unless otherwise indicated, currency references are in CAD dollars.

3. ELIGIBLE USERS

In order to use PNB Web Remit Service, (i) you must be an individual of legal age and able to enter into legally binding contracts under applicable law, (ii) you must have a postal mailing address in Canada and a valid and active e-mail address, (iii) you must have a savings/checking deposit account with a CAD financial institution, (iv) your mailing address must match the address for your savings/checking deposit account (as applicable), and (v) you must be a Canadian resident. Other restrictions may also apply.

4. GENERAL CONSENT, CATEGORIES OF RECORDS

The Service is an electronic, Internet-based service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that, in accordance with applicable law, the following categories of information ("Communications") may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it.
- Your records of payments for remittances through the Service, including without limitation your history of Payments and e-mail confirmations of each individual transaction.
- Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by applicable law. This may include verification of information provided by you to ensure that all Payment requests are compliant with applicable laws and regulations.
- Any customer service communication, including without limitation, communications with respect to claims of error or unauthorized use of the Service.
- Any other communication related to the Service.

Although the Providers reserve the right to provide Communications in paper format at any time, you agree that they are under no obligation to do so. All Communications in either electronic or paper

format will be considered to be "in writing" and in accordance with applicable law. You may print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not wish to receive this Agreement or the Communications electronically, you may not use the Service.

5. HARDWARE AND SOFTWARE REQUIREMENTS

In order to access and retain Communications, you must have:

- An Internet browser that supports 128-bit encryption, such as Netscape Navigator version 4.0 or above or Internet Explorer version 4.0 or above.
- An e-mail account and e-mail software capable of interfacing with standard mail protocols.
- A personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- A printer that is capable of printing from your browser and e-mail software.

6. DELIVERY OF ELECTRONIC COMMUNICATIONS

Subject to applicable law, Communications may be posted on the Service's pages within the Portal website or other website disclosed to you and/or delivered to the e-mail address you provide. All electronic Communications will be deemed to have been received by you no later than five (5) business days after a Provider sends it to you by e-mail or posts the Communication on the Portal website, whether or not you have received the e-mail or retrieved the Communication from the Portal website. An electronic Communication by e-mail is considered to be sent at the time that it is directed by the Bank's, Portal's or Interac Online e-mail server to the e-mail address provided by you. An electronic Communication, by posting to the Portal website, is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

7. HOW TO WITHDRAW CONSENT

If you wish to withdraw your consent to have Communications provided in electronic form, you must cancel any pending Payments and stop using the Service. To cancel pending Payments, you must use the screens at PNBRC Web Remit Service page. As detailed below, you may cancel Payments only within certain time frames. There may be fees to cancel a Payment.

8. HOW TO UPDATE YOUR RECORDS

You agree to promptly update your Service records if your e-mail address or other information changes or if you believe that your password for the Service has been lost, stolen or compromised. You may update your records, such as your e-mail address, at the Service's "Change Settings" pages within Web Remit Service page.

9. FUNDING YOUR REMITTANCES

To fund the remittance that you intend to send to your beneficiary, Provider shall initiate an Interac Online transfer to your designated account for credit to the account of PNBRC. Approved Interac Online payments will prompt the system to approve the transaction of the user and instructions will be sent to PNB Manila for payment to your designated beneficiaries. You should ensure that sufficient funds are available in your bank account to cover such remittances.

10. RECORDS

Records of all Payments will be posted and updated on the Service website on a continuing basis, as such Payments and transactions are made and received. You may access these records at any time the Service is available in the manner specified in the instructions posted on the website.

11. PAYMENT NOT DELIVERABLE OR REFUSED

If a Payment is undeliverable, or if it is rejected by the Recipient, the Payment will be cancelled. Generally, the funds will be returned to you, minus applicable fee. If a Payment is canceled, you will be notified by an e-mail which will describe the status of those funds.

12. CANCELLING PAYMENTS

GENERALLY, YOU DO NOT HAVE A RIGHT TO CANCEL A PAYMENT AFTER YOU INITIATE THE TRANSACTION. Once the Recipient receives the Payment, you may not reclaim the Payment through the Service, regardless of any dispute you may otherwise have with the Recipient regarding a transaction to which the Payment relates. You agree to pursue any such claims directly with the Recipient and agree that the Providers are not responsible or liable in any manner for any claims that you may have, or any claims made against you by any person, arising out of any dispute you may have with a Recipient.

13. FEES

Remitters will be charged fees with respect to each Payment, as set forth in the Fees section. Fees will be subtracted from the amount you authorize to transmit to the Recipient. Confirming a transaction in accordance with the directions on Portal's website signifies your concurrence with the current fee schedule. Fees are subject to change upon prior notice to you by any method permitted under this Agreement.

14. AGGREGATE LIMITS ON THE USE OF SERVICE

Use of the Service is limited. The maximum amount that the remitter can transfer in any single transaction is CAD999.00 within a 24 hour period. For purposes of these limitations, the Providers will aggregate funds from the same remitter or user, regardless of the name of the beneficiary. The Providers reserve the right to change the foregoing limits at any time with prior notice of such a change by updating the Terms & Conditions of the Web Remit Service from time to time.

15. CONSUMER REPORTS

User agrees that consumer reports may be obtained in connection with their use of the Service. Upon User's request, Providers will inform User as to whether such a report was requested, and if so, the name and address of each agency which furnished such a report.

16. ERRORS OR QUESTIONS.

In case of errors or questions about your Web Remittance transactions, write to The Operations Officer at PNBRC Web Remit at 3050 Confederation Parkway Unit 104, Mississauga, ON L5B 3Z6 as soon as you can, if you think your on-line transaction history is incorrect or if you need more information about a transfer listed in your on-line transaction history.

- Advise the Operations Officer of your name, Web Remit Service user ID, and Web Remit reference number for the item in question.

- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Inform Operations Officer of the dollar amount of the suspected error.

PNBRCC will do its best to correct any error as soon as possible or will advise you if it needs more information for further investigation. You will be advised on the status of your inquiry within 10 days from the time you have reported it to us.

17. PASSWORD PROTECTION

You must use your Portal user ID and password for your security, to access the Service. You agree that your password has the same effect as your written signature and can be used to authorize Payments. You agree not to divulge your password to any other person, and you agree not to use another person's user name or password. If, notwithstanding the foregoing prohibition, you give your password to another person, you will be deemed to have authorized them to use that password for any and all purposes, without limitation. You agree that the Providers will not have any responsibility or liability to you or any other person for any losses or damages which you or anyone else may suffer if you disclose your password to any other person, including any losses or damages arising out of a subsequent disclosure of this information by the recipient to another person.

18. YOUR LIABILITY FOR UNAUTHORIZED PAYMENTS

Inform the PNBRC at once, via email if you believe that your password for the Service has been lost, stolen or compromised in any way or that someone has transferred or may transfer money without your permission. E-mailing is the best way of minimizing your possible losses and stopping an unauthorized person from accessing your deposit-accounts. As an added protection, refrain from using the same password to your deposit account.

19. LIABILITIES AND RESPONSIBILITIES.

A. Your Financial Obligations.

If a transaction used to fund a Payment is reversed or you initiate a charge back, you owe PNBRC of the same amount. PNBRC also has the right to collect from you of the same amount of any uncollected or reversed Payment, plus any collection expenses, court costs and reasonable attorneys' fees. You agree to hold the Providers harmless from any losses, costs, expenses or damages either of them may incur in connection with collecting any negative balance, or in defending any of the foregoing actions, including court costs and attorneys' fees. You acknowledge that transactions may be reported to a collection agency or credit bureau if you do not pay the PNBRC in accordance with this Agreement.

B. Your Obligation to Provide Complete and Accurate Information.

You represent and warrant that all information you provide to the Providers in connection with the Service, including but not limited to your application information and all data entered in connection with any Payment or other transaction, will be complete and accurate in all respects. The Providers are entitled to rely on any information you provide, and you agree to update your personal information if it changes. The Providers also reserve the right to take steps to verify the information you provide, although they are not required to do so. **IF YOU PROVIDE FALSE INFORMATION, YOUR ABILITY TO USE THE SERVICE MAY BE TERMINATED AND ANY PENDING PAYMENTS MAY BE CANCELLED. IN ADDITION, YOU MAY BE SUBJECT TO CIVIL AND CRIMINAL PENALTIES.**

Furthermore, you represent and warrant in connection with any Payment that:

1. The Payment information, including the name, address and e-mail address (if appropriate) of the Recipient, is accurate,
2. You have authority to access the account from which your payment is being initiated
3. The method for funding your Payment (deposit account at a depository institution) has a sufficient balance to make the Payment, and
4. The Payment is lawful. You are solely responsible for ensuring that the Payment has been addressed to the correct Recipient at the correct address or bank account. **DO NOT SEND A PAYMENT IF YOU ARE UNSURE OF THE RECIPIENT'S INFORMATION.** The Providers are not responsible for payments made to unintended Recipients caused by incorrect information provided by you. Moreover, the Providers are not responsible for verifying the identity of Recipients.

C. Indemnification.

You agree to indemnify and hold each of the Providers and their shareholders, subsidiaries, affiliates, directors, officers, employees, agents, suppliers and subcontractors harmless from any claim or demand, including but not limited to reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service.

D. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY AGREE AND UNDERSTAND THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

E. Liability; Limitations.

If, after receiving a timely, complete and accurate Payment request, a Payment is not completed in the correct amount, PNBRC will be liable only for your proximately caused actual damages as set forth below, to the extent required by applicable law. Without limiting the generality of the preceding sentence, PNBRC will not be liable if (i) through no fault of PNBRC, the deposit account from which you wish to transfer funds is not open or does not have a sufficient available balance to make the Payment or funds transfer; (ii) you attempt to transfer funds in excess of the transaction limits set forth in this Agreement; (iii) the Portal or the Service was not working properly and you knew or had been advised about the malfunction before you completed the transaction; (iv) you did not follow all Service instructions properly; (v) PNBRC or the Bank does not correctly receive your instructions due to a telecommunications failure or otherwise; (vi) you provided an incorrect address for the intended Recipient; (vii) you improperly cancelled the Payment; (viii) the account you have designated to fund the Payment(s) is invalid or you are not authorized to access such; (ix) a Recipient has refused to accept a Payment or fails to deposit or cash the check within the time frame set forth in this Agreement; (x) circumstances beyond PNBRC control prevent any Payment from reaching the Recipient; or (xi) upon the occurrence of any other facts representing an exception to the Bank's liability as stated in this Agreement.

If the Providers are deemed liable to you in connection with any Payment or other transfer of funds made or not made in accordance with this Agreement, the maximum aggregate liability of PNBRC, shall be the amount of the Payment or transfer, without interest, unless otherwise required by applicable law. **YOU EXPRESSLY UNDERSTAND AND AGREE THAT NONE OF THE PROVIDERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF THE**

PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTE: ONCE THE FUNDS REPRESENTING YOUR PAYMENT ARE TRANSFERRED TO ANOTHER INSTITUTION, AT ALL TIMES UNDER THIS AGREEMENT, PNBRC's LIABILITY SHALL BE LIMITED TO ACTIVITIES WHICH OCCUR IN CANADA AND ARE EFFECTED IN AN ATTEMPT TO DELIVER A PAYMENT TO A RECIPIENT OUTSIDE OF CANADA.

20. OTHER IMPORTANT INFORMATION

A. General Information.

This Agreement constitutes the entire agreement between you and the Providers regarding the use of the Service and supersedes any prior agreements between you and the Providers to the extent that they might otherwise apply to the Service. Otherwise, any such other agreements remain in full effect in accordance with their terms. You may also be subject to additional terms and conditions that may apply when you use related services or third-party software. This Agreement and the relationship between you and the Providers shall be governed by the laws of Canada without regard to its conflict of law provisions. You agree to submit to the jurisdiction of the courts located within Canada. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You agree that, to the extent any statute or law to the contrary may be modified hereby, any claim or cause of action arising out of or related to the use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or it will be forever barred.

B. Termination.

The Providers reserve the right to terminate your ability to use the Service for any reason and may cancel any pending Payment. Suspension or termination may occur if in the Providers' sole determination (i) you attempt to initiate a Payment from an account that does not belong to you; (ii) you use the Service, directly or indirectly, for any unlawful or improper purpose; (iii) you provide incorrect or false information about yourself, or your accounts or about a Recipient; (iv) you use or attempt to use the Service for tampering, hacking, modifying or otherwise corrupting the security or functionality of any of the Providers or any other website; (v) the Providers receive conflicting claims regarding ownership of, or the right to use, an account used to fund Payments; (vi) the Providers receive a garnishment, levy or other legal process that affects Payment; (vii) you have breached a term or condition of this Agreement, or any representation or warranty that you make under this Agreement is false; or (viii) the Providers determine, in their discretion, that you are no longer actively using the Service. You agree that none of the Providers will be held responsible or liable to you, any Recipient or any other person for such termination. Moreover, you understand the Providers may report suspicious activity to appropriate law enforcement organizations.

To voluntarily terminate your ability to make Payments, you must access the Service and follow the corresponding directions.

Upon the termination of your ability to make Payments for any reason, all of your pending Payment requests will be terminated. If you have no outstanding obligations in connection with the Service, PNBRC will issue a check to you equivalent to the amount. Termination of this Agreement will not affect your liability arising from acts or omissions prior to termination, including your liability for any Payment.

C. System Malfunctions.

The Providers are not liable for any loss resulting from a cause outside their direct control, including

the failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems, computer viruses, "hacking," unauthorized access, theft, operator error, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars, or government restrictions, or for any information lost due to malfunction or loss of any e-mail systems.

D. Changes to this Agreement.

This Agreement may be modified or amended by the Providers from time to time without notice, except as may be required by law. You can review the most current version of the Agreement at any time by reviewing the Service site. You may terminate your use of the Service if you do not agree with any modification or amendment. If you use the Service after the effective date of an amendment or modification, you will be deemed to have accepted that amendment or modification. You agree that you will not modify this Agreement and acknowledge that any attempts by you to modify this Agreement shall be void.

E. Use of Information and Disclosure to Others.

You agree that any information about you or your Payments that you provide or that the Providers otherwise receive in connection with the Service is being provided jointly to Providers and that the Providers may share with each other any such information. The Privacy Policy describes PNBRC's policies regarding disclosure and use of that information. Those materials will also apply to the PNB Manila's disclosure and use of that information. You consent to have your name and e-mail address made available as identification to any Recipient or any person who has sent you funds through the Service.

F. Assignment.

You may not assign this Agreement to any other party. PNBRC may assign this Agreement or delegate certain of their rights and responsibilities under this Agreement to third parties without notice to you.

G. No Waiver.

The Providers shall not be deemed to have waived any of their rights or remedies under this Agreement unless such waiver is in writing and is signed by the party alleged to have waived. The delay or failure of the Providers to exercise or enforce any right or remedy in connection with this Agreement shall not constitute a waiver of such right or remedy or any other rights or remedies. A waiver on any occasion shall not be construed as a bar or waiver of any rights or remedies on any other occasion.

H. Business Days.

Some provisions of this Agreement make reference to "business days." For purposes of those provisions, "business days" are Monday through Friday, excluding federal and provincial Canadian holidays. However, the Service is available on-line even on days that are not business days.

I. Right To Refund

You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if PNB Remittance Company (Canada) (PNBRCC) does not forward the money received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of money to the person designated by you within 10 days of the date of the receipt of the funds from you unless otherwise instructed by you.

If your instructions as to when the money shall be forwarded or transmitted are not complied with and the money has not yet been forwarded or transmitted, you have a right to a refund of your money.

If you want a refund, you must fax your written request to PNB Remittance Company (Canada), 3050 Confederation Parkway Unit 104, Mississauga, ON L5B 3C6 Attention: Web Remit Service

J. Methods of Delivery and Delivery Date

Proceeds of remittances from Approved Interac Online transfers done before the cut-off time at 2:00 AM ET remittance transaction will immediately be processed. Proceeds of remittances from Approved transfers done after cut-off time at 2:00 am AM ET will be processed the following business day.

PNB Account or Global Filipino Money Card

1. Funds are credited to the account immediately.

Non-PNB Bank Process of Delivery

1. PNB Manila immediately deposits the funds to the recipient's Non-PNB Bank Account.
2. Your beneficiary's Non-PNB bank could take several days to make the funds available to your beneficiary . Some Non-PNB Banks will also charge their own transfer fees and will deduct this fee from the funds you sent to your recipient.
3. Please contact your recipient and inquire about the policies (clearance and fees) of their banks when handling credits from PNB before you select this method of delivery.

Door To Door Process of Delivery

1. PNB Manila provides the funds and instructions on the same day to its courier services for delivery to your beneficiary's doorstep (delivery times vary according to locations).

Philippine national or local holidays occurring during the remittance process will lengthen the remittance time.

