

BDO ONLINE ACCOUNT OPENING SERVICE ("Service") TERMS AND CONDITIONS

These terms and conditions set out the rights and obligations of you, the Customer, and us, BDO Unibank, Inc. ("The Bank"), in connection with your use of the BDO Anywhere Service ("The Service") including all the terms and conditions that apply to the individual accounts or services you may be accessing through this Service, including but not limited to:

- a) **Deposit Accounts and ATM Card** [Terms and Conditions](#)
- b) **BDO Online Banking**

All the terms and conditions of this agreement are legally binding, so please read through them carefully before you agree to be bound by them.

If there is a conflict between the terms and conditions of this agreement and any other relevant terms and conditions, the terms and conditions of this agreement will prevail insofar as concerns use of the Service; and

- relates to (a) Accounts opened and maintained with the Bank, (b) joint "and", "or" and "and/or" bank accounts (collectively, "Bank Accounts"), as well as (c) credit card and personal loan accounts in your name (together with the Bank Accounts, "Eligible Accounts"); provided that features available through the Service will vary depending on the type of Eligible Account.

Some of the words and phrases used in this agreement are defined in the last section of this agreement.

1. USE OF THE SERVICE AND SERVICE FEATURES

1.1. You agree that use of the Service will constitute your acceptance of these terms and conditions as well as your acknowledgement of the inherent risks in conducting any transaction over the Internet.

1.2. You agree that the Service may be made available on all Eligible Accounts with us, whether opened now or in the future, including any joint accounts you hold with others. You understand that the Service cannot be used for certain specific types of accounts; however, we will advise you from time to time as such accounts become eligible, in which event they shall be classified as Eligible Accounts.

1.3. In order to use the Service, you must:

1.3.1. Be eligible to open an Account with BDO (See account opening eligibility details)

1.3.2. Agree to these Terms and Conditions.

1.4. You agree that the Bank may modify, add to, or remove certain sub-services or functionalities from the Service from time to time without prior notice. Any added sub-services or functionalities shall be covered by their own specific terms and conditions.

2. FREQUENTLY ASKED QUESTIONS (FAQs)

2.1. The FAQs as displayed on the website for the Service will include guidelines such as availability of the Service, accessing and operating the Service, functionalities of the Service, and the time it usually takes to complete particular types of transactions using the Service. Please refer to, and be guided by, these FAQs whenever you use the Service.

2.2. You will be notified when modifications to the Service are made from time to time. Please note of these modifications and be guided by the same whenever you use the Service.

3. YOUR RESPONSIBILITIES FOR SECURITY

3.1. To ensure that you alone are able to access and give instructions on your Eligible Accounts using the Service, you must be vigilant and at all times maintain the succeeding security procedures.

3.2. To enable you to use the Service, you should have access to an updated online browser/application (app) with proper and secure internet connection.

3.3. You are responsible for the information you enter into the BDO Anywhere.

3.4. You must not allow anyone else to operate the Service on your behalf.

3.5. You must not leave your System unattended while you are using the Service. This applies whether your System is a device sourced independently or one provided by the Bank in any of our branches to access the Service. If you access the Service from a device in one of our branches, you are responsible for ensuring that you have successfully logged out before leaving the branch.

3.6. You agree to comply with all other requirements designed to secure your use of the Service, as set out in the FAQs or notified by us in any other manner.

4. YOUR AUTHORITY FOR US TO CARRY OUT INSTRUCTIONS

Instructions Issued Using the Service

4.1. You agree that your usage and entering of personal information into BDO Anywhere adequately identifies you for purposes of the Service and we shall then be entitled to act on instructions issued using the Service without obtaining any further written or other confirmation from you. You agree that this shall apply even if such instructions are not actually given nor authorized by you.

4.2. You agree that any instruction issued using the Service shall be deemed to have been received or executed only when you have received our confirmation that we have so received or executed the same. You agree further that some instructions may require additional steps (including but not limited to asking you to call or visit us or other Bank verification processes) prior to complete processing and implementation. You understand that not all requests made through the Service may be immediately executed as some may require two (2) or more Business Days to process or complete. You agree to be responsible for making inquiries to determine whether the processing time for your intended request through the Service is practicable for your purposes.

4.3. You are solely responsible for ensuring the accuracy, adequacy and completeness of all instructions and information given by you using the Service and agree that we are not obliged (but however retain the option at our discretion) to verify the accuracy, adequacy and completeness of any of your instructions. We will not be liable for any loss or damage to you as a result of:

4.3.1 your instructions for a transaction being inaccurate, inadequate or incomplete in any manner; or

4.3.2 any failure, refusal, delay or error by any third party through whom a transaction is to be made, channeled, or completed, to act timely and/or properly to ensure completion of transaction in accordance with your instructions.

Your Liability for Unauthorized Instructions

4.3. You are responsible and liable for all loss and injury arising from or due to unauthorized use of the Service if you have acted in error, fraudulently, or negligently or if you have failed to act in accordance with any of the security obligations described in this agreement.

5. BDO ANYWHERE SCHEDULING SYSTEM

5.1. The BDO Anywhere Scheduling System ("Scheduling System") is a BDO Anywhere Service to allow for orderly scheduling of account opening appointments and other financial transaction with the Customer's chosen BDO branch of account.

5.2. You acknowledge that any and all appointments scheduled via the Scheduling System, although confirmed, may be subject to change by BDO due to branch personnel availability, volume of branch transactions on a given appointment day, or for any other reason. If your appointment schedule is changed before the date, BDO shall inform you of such changes.

5.3. Once you have chosen and submitted your scheduled appointment in the Scheduling System, this schedule is deemed final. Any changes to your submitted schedule will need re-processing and re-application under the Scheduling System.

5.4. If you are unable to go to the chosen branch of account at the exact appointed time, or if you are late for any reason, the Bank has the right to refuse service or may result in degradation of service, due to conflicts with previously scheduled clients.

6. BDO ANYWHERE ACCOUNT OPENING

6.1. The BDO Anywhere System may be used to start the processing of opening a BDO Account.

6.2. Usage of this System does not guarantee that Customer shall be granted or approved an account opening.

6.3. BDO reserves the right to refuse account opening for customers who fail to comply with these Terms and Conditions, or the Account Opening Terms and Conditions, or fail to provide any of the requirements as mandated by the Bangko Sentral ng Pilipinas.

6.4. If you are approved for the opening of a BDO Anywhere Savings Account, enrollment to BDO Online Banking is concurrent to the opening of your Account. A copy of the BDO Online Banking Terms and Conditions can be found [here](#).

7. OPERATING TIMES, CHANGES AND DISRUPTIONS

7.1. The Service will usually be available for use at the times reflected in the FAQs or otherwise notified to you. You accept, however, that

routine maintenance requirements, excess demand on the systems and various circumstances beyond our control may result in the Service at times being unavailable during its normal operating hours.

7.2. You acknowledge that we are entitled at any time and without incurring any responsibility, to modify the mode of operation of the Service, add, remove or otherwise change, suspend or terminate any of the facilities available relative to the Service, and to terminate the Service. In any of these events, we will endeavor to give you sufficient notice reasonable under the circumstances.

8. SERVICE SOFTWARE AND HARDWARE

Software compatibility

8.1. You are solely responsible for the installation, maintenance and operation of your System (or other device with which you access the Service), for the software (including internet browser) you use in accessing the Service, as well as for the maintenance of an account with a third party internet or online service provider to enable you to connect to the internet. In addition to your obligations to comply with Section 3 at all times, it is also your responsibility to ensure that the Service is compatible with any computer or other device from which you access the Service and any software in it. You agree to hold us free and harmless from any loss or damage you or we may suffer as a result of your use of software incompatible with the functionalities of the Service.

Protecting against Viruses

8.2. You must take all reasonable practicable measures to ensure that any computer or other device with which you access the Service is free of any computer virus or similar device or software including without limitation, devices commonly known as software bombs, Trojan horses and worms (together "Viruses") and is adequately maintained in every way. You agree to be solely responsible for ensuring that any computer or other device you use to access the Service is adequately protected against Viruses

Access and Devices

8.3. You must not access the Service using any computer, mobile phone or other device which you do not own unless you have first obtained the owner's permission to do so. You will be solely liable for any loss or damage you, the Bank or any third person may incur as a result of any such use or access.

8.4. We are not responsible for any service through which you access the Service or any reliant system that are not controlled by us; you are solely responsible for complying with all the terms and conditions of such services including payment of all charges connected with it, as well as for any loss or damage you may incur as a result of, or incidental to, your use of any such service

Ownership Rights to the Service Software

8.5. By permitting your access to the Service, we are granting you a non-exclusive, non-transferable, temporary license to use the Service Software strictly to access the Service, and for no other purpose. The Service Software and all other material and information supplied to you, including the FAQs, contain valuable and proprietary information that belong to us or others. You must not:

- 8.5.1 use them except in connection with accessing the Service;
- 8.5.2 take copies, sell, assign, commercially rent, sub-license, otherwise transfer them to any third party; or
- 8.5.3 try to decompile, reverse-engineer, input or compile any of the Service Software.

8.6. If you access the Service from a country outside the Republic of the Philippines ("Philippines"), you are responsible for complying with the local laws of that country, including (but not limited to) obtaining any license needed for using the Service in that country.

9. BREACH OF THIS AGREEMENT

You agree to hold us free and harmless from, and shall compensate us for, any cost, loss or damage you, we or any third person may incur or suffer as a result of any non-compliance with or non-fulfillment of any term of this agreement. This shall be in addition to any other rights we may have against you or lawful action we may take against you due or incidental to such non-compliance or non-fulfillment.

10. TERMINATING YOUR USE OF THE SERVICE

10.1. You may cancel your access to the Service by simply exiting the BDO Anywhere website and/or closing your browser and System.

10.2. We have the right to cancel, terminate or suspend your use of the Service at any time. Unless circumstances, Bank policies or security considerations prevent us from so doing, we will give you prior notice of any cancellation, termination or suspension. We may at any time cancel, terminate or suspend your use of the Service without prior notice upon our determination of your non-compliance with, or non-fulfillment of, any term of this agreement.

10.3. Cancellation, termination or suspension of your use of the Service will not affect any instructions already issued using the Service. In case of joint accounts, the request by one joint account holder for termination of the Service will not affect use of the Service by the others in accordance with the terms of this agreement.

11. CHANGES TO THIS AGREEMENT

11.1. We have the right to modify the terms of this agreement at any time by giving you adequate notice either by written or electronic correspondence, by prominent notices posted at our offices, branches or online/social media accounts, or by sending you a message using the Service. Your own rights to use the Service will not be affected by the change until you have been deemed to have received the notice. Unless we receive confirmation of your earlier actual receipt, these will be deemed to have been read and accepted 14 days after the time of initial posting. When appropriate either to protect the security of the Service or due to circumstances beyond our control, the notice period may be shorter.

11.2. You agree that your continued access to the Service is subject to your acceptance of its terms as may be determined or modified by the Bank from time to time. Unless we receive written notice from you indicating otherwise (in which event we may be constrained to cancel or terminate your use of the Service), we will consider that you have agreed and accepted such modifications as notified to you from time to time.

12. VALIDITY OF THE AGREEMENT TERMS

12.1. If any one or part of the terms of this agreement proves to be invalid or unenforceable in any way, this will not affect the validity or enforceability of the remaining terms.

12.2. If any part of these terms proves to be invalid for any reason, we are entitled to treat that term as modified in a way that makes it valid, while keeping with the original intentions and commercial objectives of this agreement.

12.3. If one of the terms of this agreement proves to be unenforceable against one of the persons signing this agreement, this will not in any way affect the enforceability of that term against other signatories or joint accountholders.

12.4. If we do not strictly enforce any of the terms of this agreement at any given time, this should not affect our right to strictly enforce either the same term at any other time or any other terms at any time

13. COMMUNICATIONS BETWEEN US

13.1. Any complaints and formal notices in connection with the Service should be directed to the Bank either by phone: (02) 631-8000; domestic toll free numbers: 1800-10-631-8000 (PLDT), 1800-3-631-8000 (Digitel), 1800-5-631-8000 (Bayantel), 1800-8-631-8000 (Globelines); international toll free numbers + + 800-8-631-8000, email: callcenter@bdo.com.ph, written instructions: send to BDO Corporate Center, 7899 Makati Avenue, Makati City 0726, Philippines or other contact channels provided to you from time to time for this purpose.

13.2. Notices to you will be considered effectively given if delivered or transmitted to the address or contact details (like email address, mobile phone number, or other modes of communication provided) you have furnished us most recently in connection with your bank accounts,

14. RECORDINGS AND SERVICE QUALITY

For our mutual protection and to help resolve any future disputes between you and us, you agree that:

- 14.1. we may record all telephone conversations between us and customers of the Service;
- 14.2. we are entitled to keep a record of all instructions given by customers using the Service;
- 14.3. we may listen to and reproduce telephone calls made in respect of the Service;
- 14.4. we may keep a record of all correspondence between us and customers of the Service, including but not limited to those transmitted via fax, electronic mail, as well as written instructions and telephone conversations; and
- 14.5. we may use any of the foregoing in order to help resolve a dispute involving the Bank.

15. OUR ADVERTISING

You understand and agree that we may from time to time advertise our own products and services, and those of other companies in the BDO Unibank, Inc. Group, through the Service. If you have already or shall have in the future, in connection with other agreements with us, asked us not to send you any marketing material, you agree that such restriction will not apply to these advertisements.

By using this Service you hereby agree and give your consent that your provided details may be used for the advertising of BDO products relevant to you, and this shall be done whether or not you avail of any products featured in this Services. You also agree and consent that any and all information you have provided may be shared with certain third parties, such as but not limited to government agencies, trusted partners, or other regulatory agencies, for purposes of regulatory compliance, investigation, and marketing / cross promotional activities.

16. GOVERNING LAW

This agreement is governed by the laws of the Philippines. Both parties agree to submit to the jurisdiction of the Philippine courts in connection with any dispute, however, this does not affect our right to pursue our remedies in the proper courts of any other relevant jurisdiction

17. DEFINITIONS

The following words shall have the following meanings when used in this agreement:

Business Day means a day (other than Saturday, Sunday or a public holiday) on which banks are open for business in the Philippines. Service means the facilities and services made available by us through BDO's BDO Anywhere service, which enables you to facilitate account opening and other financial transactions via an electronic device of the Customer's choice provided it is linked to BDO Anywhere via the Internet Service Software means any software supplied to you from time to time relative to your access to the Service.

Statement means a bank statement, contract or translation note, confirmation notice for Investment

Services, or any similar documentation, as applicable, depending on the service.

Frequently Asked Questions (FAQs) means the guidelines we provide from time to time on BDO Anywhere in connection with your operation of the Service, as supplemented by:

> spoken guidelines (e.g. by any technical helpdesks we may operate); and

> through any online help service available as part of the Service.

We/us/our/Bank refers to BDO Unibank, a company incorporated in the Philippines, and duly licensed to operate a bank in the Philippines, with its business address at 7899 Makati Ave., Makati City, Philippines.

You/your means you, the customer/accountholder, is registered to use the Service.

Your System means the equipment and any software installed on it used to access the Service.

ELECTRONIC BANKING TERMS AND CONDITIONS OF USE

The terms "we", "us", "our", "Bank", "BDO" refer to BDO Unibank, Inc. "You" refers to each enrolled user of the BDO's Electronic Banking Services: BDO ATM, BDO Internet Banking, BDO Mobile Internet Banking, BDO Phone Banking, BDO Mobile Banking, and BDO Call Center. These Terms and Conditions form the contract between you as a customer and BDO as the provider of these services. By enrolling in and using BDO's Electronic Banking Services, you acknowledge and accept these Terms and Conditions. While we will provide a secure system within which you can conveniently carry out your banking transactions via the ATM, Internet, Phone, Mobile Phone, and Call Center, you shall take full responsibility for protecting your personal information and accounts once you are enrolled in the service/s and using secure communication lines and internet connection when utilizing the service/s. Before doing any online transactions or sending personal information, make sure that correct website has been accessed. Always enter the URL of the website directly into the web browser and avoid being re-directed to the website, or hyperlink to it from a website that may not be as secure. Beware of bogus or "look alike" websites. BDO's Electronic Banking Services can be used to access your BDO bank accounts and do transactions through BDO ATM, BDO Internet Banking, BDO Phone Banking, BDO Mobile Banking, and BDO Call Center provided you request to specifically enroll these accounts.

Acquiring Access to BDO's Electronic Banking Service

To access your accounts through BDO's Electronic Banking Services, you must have a valid ATM Personal Identification Number (PIN) for BDO ATM, User ID and an online password for BDO Internet Banking, Phone Banking ID and Telephone PIN for BDO Phone Banking, or Mobile Banking PIN for BDO Mobile Banking.

BDO ATM Card Number and ATM PIN

You shall enter your preferred ATM PIN upon initial transaction in any BDO ATM. Your ATM Card shall be unique to you and when used with your ATM PIN will enable you to access your accounts via BDO, Megalink, Expressnet and Bancnet ATMs.

BDO Internet User ID and Password

You shall nominate your preferred User ID and Password upon enrollment to BDO Internet Banking. Your preferred User ID shall be unique to you and when used together with your Password will enable you to access BDO Internet Banking.

BDO Phone Banking ID and Telephone PIN

You shall nominate your preferred Phone Banking ID and Telephone PIN upon enrollment to BDO Phone Banking. Your preferred Phone Banking ID shall be unique to you and when used together with your Telephone PIN will enable you to access BDO Phone Banking.

BDO Mobile Banking ID and Mobile PIN

Your Mobile Number shall be your Mobile Banking ID. You shall receive a system-generated Mobile Banking PIN via a text message upon processing of your enrollment. Your Mobile Banking ID when used together with your system-generated Mobile PIN will enable you to access BDO Mobile Banking.

You will be responsible for keeping your User ID and password/PIN confidential. For security reasons, you must make it a habit to change your password and/or PIN regularly, especially if you suspect its confidentiality has been compromised. It is strongly suggested that the password and/or PIN you select must not relate to any readily accessible personal data such as your name, birth date, address, phone number, or identification card number; or an obvious combination of letters and numbers, including sequential numbers (e.g. 123456); or one which can easily be guessed by someone else such as nicknames, places or events and dates of events closely associated with you.

Under no circumstances should you keep a written or electronic record of your User ID and password/PIN, nor disclose these to any other person, including family, co-employees and those with apparent authority, eg. BDO officer or employee. Do not disclose personal information such as address, mother's maiden name, telephone number, social security number, bank account number or e-mail address unless the one collecting the information is reliable and trustworthy. These must remain confidential to you alone and you must take all reasonable steps to prevent disclosure.

To protect your User ID and password/PIN, you should log off after transaction is completed or when computer is unattended. Clear the memory cache and transaction history after logging out from the website to remove account information. It is also recommended that you do not open other browser windows while banking online.

General Use

You will not use or permit the use of your User ID and password/PIN in whole or in part for any purpose, whether legal or illegal, other than as specifically intended to carry out your banking transactions and inquiries via BDO Electronic Banking Services

Transactions carried out via BDO Electronic Banking Services are subject to all BDO conditions, fees and charges applicable at the time of the transaction.

The use of your User ID and password/PIN will serve as your irrevocable authorization for us to carry out transactions that you initiated.

You acknowledge that we shall have no obligation to verify authenticity of any instruction received from you through the use of your BDO Electronic Banking Services accounts and without further inquiry, act on any directives contained in that instruction. The Bank shall be entitled (but not bound) to give effect to any instruction received, in the terms in which it was received. The Bank's record of any instruction shall (unless there is an obvious error) be final and binding.

Account Access

Each enrollment can consist of a single user (one person) or joint users (several persons).

Personal Individual, Personal Joint OR Account, individual Parental By Account and Joint OR Parental By Account shall be allowed to enroll in BDO Electronic Banking Services. For joint OR accountholders, you understand and agree that all transactions to be made by any one of the

enrollees via BDO's Electronic Banking Services are conclusively considered as done with the consent of all co-depositors. You can access your accounts via BDO Electronic Banking Services seven (7) days a week, twenty four (24) hours a day. However, at certain times, some or all of BDO's Electronic Banking Services may not be available due to system maintenance.

Accuracy of Information

You are responsible for and must take all reasonable care to ensure the information you supply is accurate. We accept no responsibility and liability for the accuracy of the information or for failure to transmit such information in the manner requested by you.

You are responsible for verifying transaction history details and statements to make sure that there are no unauthorized transactions. You should likewise review and reconcile monthly credit card and bank statements for any errors or unauthorized transactions promptly and thoroughly. It is also strongly suggested that you regularly check your e-mail for contacts by merchants for important information about transaction histories.

You must let us know as soon as you think there has been an error in your transactions carried out via BDO Electronic Banking Services. You may call BDO Customer Contact Center at the following telephone nos.:

- Metro Manila - 631-8000
- Domestic Toll Free No. - 1-800-10-631-8000 (PLDT)
- 1-800-3-631-8000 (Digitel)
- 1-800-5-631-8000 (Bayantel)
- 1-800-8-631-8000 (Globe)
- International Toll-Free No. - (Int. Access Code)-800-8-631-8000

We may require that you send us your complaint or query within 24 hours by sending an email to the BDO Customer Contact Center (callcenter@bdo.com.ph) for questions or errors about online transactions/services. You may also write to BDO Customer Contact Center, BDO Unibank, Inc., 209 Ortigas Avenue, Greenhills, San Juan, MM 1502.

When you tell us your problem, please:

- Tell us your name, ATM Card No./ User ID/Phone Banking ID, Mobile Banking ID and bank account number.
- Describe the error or transaction and explain why you believe it is an error.
- Tell us the date and time of your transaction. To facilitate our investigation, supply the following details as applicable depending on the type of transaction: account number/s, merchant, subscriber number, amount, mobile number, ATM card number and reference number for the transaction in question.

We will inform you of the results of our investigation immediately, and we will correct any error promptly. However, we do not guarantee reversal of your transaction that has been completely consummated and is irreversible. If the error cannot be rectified, BDO shall not be liable for any actual, direct, special and consequential damage, injury or loss incurred as a result of or arising from such error.

Transactions

We will try to effect such transactions on your account/s as received via BDO Electronic Banking Services, provided there are sufficient funds available in your accounts. It is your responsibility to ensure sufficient funds are available in your accounts at all times to cover any of your transactions, immediate or scheduled, and that these accounts are active. Any charges or penalties as a result of an unsuccessful transaction due to insufficiency of funds or dormancy of the account will be your sole responsibility and shall be for your account.

We implement cut-offs (Philippine time) during the day for each transaction (the "Cut-off Time"). If you carried out a transaction after the Cut-off Time, it will be stored and processed the next Philippine banking day. Any loss, charges or penalties (whether imposed by BDO or third parties) as a result of a next day transaction will be your sole responsibility. Please access Frequently Asked Questions (FAQs) to find out the Cut-Off Time for your required transaction.

Notice

Notice to you may be sent to your address as shown on our records by regular mail or via electronic mail or other means of communication as we deem appropriate.

Liability

BDO shall not be liable for any loss or damage of whatever nature (including without limitation, charges and/or penalties which may be imposed upon you by third parties) in connection with the implementation of transactions coursed through BDO Electronic Banking Services in the following instances:

1. Disruption, failure or delay in implementing transactions relating to or in connection with the BDO Electronic Banking Services which are due to circumstances beyond the control of BDO, fortuitous events such as but not limited to prolonged power outages, breakdown in computers and communication facilities, typhoons, floods, public disturbances and calamities and other similar or related cases.
2. Loss or damage you may suffer arising out of any improper, fraudulent access or utilization of the BDO Electronic Banking Services due to theft or unauthorized disclosure of User IDs, passwords, ATM PINs/TPINs/MPINs or violation of other security measures with or without your participation.
3. Inaccurate, incomplete or delayed information you received due to disruption or failure of any communication facilities used for BDO Electronic Banking Services.
4. Such other circumstances or reasons which effectively prevent BDO from implementing the transaction.

BDO shall not be liable for any indirect, incidental or consequential loss, loss of profit or damage you may suffer or have suffered by reason of your use or failure or inability to use the BDO Electronic Banking Services.

You shall be liable for some or all loss from unauthorized transactions if you have breached these Terms and Conditions or contributed to or caused that loss. You agree to hold BDO, its stockholders, directors, officers, employees and representatives free and harmless, as well as indemnify them, from any and all liabilities, claims, damages, suits of whatever nature, arising out of or in connection with the implementation of BDO Electronic Banking Services, including any and all errors inadvertently committed, any computer-related errors resulting to the Bank's failure to effect any instruction via BDO Electronic Banking Services.

Fees and Charges

We may from time to time upon giving you Notice, introduce or change fees and charges for your use of BDO Electronic Banking Services.

You authorize us to debit the account enrolled by you for the amount of our fees and charges payable on transactions made through the BDO Electronic Banking Services. If at any time there are insufficient funds in your account to cover fees and charges, we may either refuse to carry out your transaction without incurring any liability as a result of such refusal or overdraw your account by debiting fees and charges or debit any other account you hold with us.

Termination of Service

You may request that we terminate your access BDO Electronic Banking Services permanently by calling BDO Customer Contact Center, by selecting unenrollment on Internet Banking, or by visiting any of BDO's branches. You will remain responsible for any transactions made on your account until the time of cancellation. BDO shall not be liable for any and all remaining scheduled transactions that you previously set up. We may terminate your access at any time and for any reason, upon giving you thirty (30) days prior notice of such termination.

We may terminate your access without prior notice if:

- You have breached these Terms and Conditions;
- We learn of your death, bankruptcy or lack of legal capacity or that you have committed an act of bankruptcy or that a bankruptcy petition has been presented against you;
- There are insufficient funds to cover payments or payment instructions given; or
- We consider that we have other reasonable grounds to do so (in which case all reasonable effort will be made to advise you of the circumstances of termination or suspension)

Consent to Recording

You hereby consent to our recording of your telephone instructions to/conversations with our BDO Customer Contact Center Officers/staff and you hereby agree that such recordings may be submitted as evidence in any court or other proceedings relating to your availment of BDO Call Center Service/BDO Phone Banking.

Consent to Receive Announcement

You hereby agree to receive messages/announcements from BDO regarding BDO Online Banking service downtime advisories, featured

services and marketing promotions via e-mail, call, or SMS.

Other Conditions

We reserve the right to vary these Terms and Conditions at any time and will give you thirty (30) days prior notice of such changes.

If by your act or omission, fault or negligence, BDO becomes involved in any litigation which may have relation with BDO's Electronic Banking Services, the Terms and Conditions of its use, or with any rights, powers and remedies hereunder, then you agree to pay all fees and expenses incurred by BDO in such a litigation, including but not limited to a reasonable amount for the attorney's fees which amount is hereby agreed to be at the rate of at least 10% of the sum sought, which shall not in any way fall below P10,000.00 as well as the costs of suit. Venue of all legal actions or proceeding arising out of or in connection with BDO's Electronic Banking Services shall be brought in the proper courts of Makati City, Philippines or any other place where BDO may subsequently transfer its principal place of business.

This Agreement shall be governed by and construed in accordance with the laws of the Philippines. It shall be understood that access to and use of the BDO Electronic Banking Services shall be subject to applicable requirements and procedures of government telecommunications or other regulatory authorities and those prescribed by law.

GENERAL PROVISIONS ON DEPOSITS

I. Opening of Accounts

Deposit accounts, hereinafter referred to as the "Account", may be opened subject to the approval of BDO and after taking into consideration the presentation of references acceptable to BDO and verification of applicant's identity and/or authority to open the account. The Depositor warrants that he is not suffering from any legal disability upon opening of the account.

The Depositor shall maintain the required Average Daily Balance (ADB) as the Depositor may be notified by BDO from time to time. A service fee shall be charged if the account falls below the required ADB.

II. Documentation

Documents required for personal accounts, corporations, partnerships, associations or entities must be submitted to BDO.

BDO is authorized to obtain and verify information relating to the Depositor from government agencies or third parties including banks, financial institutions, and credit bureaus to verify information provided by the Depositor, conduct background check on the financial capability of the Depositor or for purposes as BDO may deem necessary.

III. Deposits

All deposits must be made by the Depositor or by his representative by accurately filling out the forms required to make such deposit. If the Depositor is unable to write for some reason, he must have the form filled-out by any person other than an employee of BDO. BDO shall not be liable for losses caused by any and all inaccuracies in filling-out the form.

The initial deposit and the minimum subsequent deposits must be in such amount as may be reasonably determined by BDO. BDO may refuse certain items for deposits, such as second endorsed checks and checks presented after six (6) months from date of issue, otherwise considered as stale checks. BDO may, at its discretion, refuse to accept deposits or at any time return all or part of a deposit together with the interest due.

Deposit of checks, drafts, money orders and treasury warrants shall be accepted by BDO conditionally, i.e. as subject to collection only and shall not be considered as credited to the Depositor's account until the proceeds thereof shall have been definitely received by or credited to BDO. The client obligates himself to reimburse BDO any and all amounts credited by BDO to his deposit account equivalent to the face value of the items, including bank charges and other expenses, if any, should any item be dishonored due to fraud, forgery, material alteration or for any reason whatsoever. In this connection, BDO is hereby given full power and authority, at its sole option, to debit said amount/s from any account of the client with BDO and / or set-off the same against any of the client's funds / property in actual / constructive possession and / or control of BDO. Furthermore, the client hereby knowingly, unconditionally and irrevocably releases and discharges BDO, its owners, directors, officers, employees, agents and representatives from any right, claim against BDO arising from or in connection with the transactions contemplated herewith. All endorsements and / or lack of endorsements on the items deposited are guaranteed by the depositor. The Depositor assumes full responsibility for the correctness, due to execution, genuineness and validity of all endorsements appearing on all checks or other items deposited.

The Depositor shall be deemed to warrant each time any deposit or withdrawal is made on the account that the Depositors have full and absolute title and the right of disposition over all monies, checks and funds in the account.

IV. Joint Accounts

A. Joint OR Account

- i. BDO shall honor the signature of any one of the Depositors named in the account in the payment of funds or in the transaction of other business on the account.
- ii. Checks, drafts, bills of exchange and/or other instruments for the payment of money payable or purporting to belong to any one or more of the Depositors may be endorsed by any one of the Depositors/payees for deposit to the account.
- iii. BDO has full authority to honor and pay via debit from the account, checks or other written orders of the Depositors as the case may be, all without need for inquiry by BDO as to the use or disposition which may be made of the fund so withdrawn.
- iv. The account shall be payable to and collectible by either one or all of them, as the case may be, during their lifetime; and upon the death of anyone of them shall be payable to the survivor/s unless the law provides otherwise.

B. Joint AND Account

- i. BDO shall require the signatures of all the Depositors named in the account in the payment of funds or in the transaction of other business in the account, unless otherwise indicated. BDO shall be free from any loss, damage or liability of whatever kind or nature arising from or in connection with any arrangement adopted by the Depositors requiring less than all the signatures of the Depositors.
- ii. The Depositors shall be jointly and severally liable for the payment of any obligation to BDO. BDO may, at anytime at its own discretion, with or without notice to anyone of the Depositors apply all or any part thereof to the payment in whole or in part, of any indebtedness that may be due to BDO from anyone/all of them and offset a corresponding amount of such indebtedness against such balance
- iii. For all intents and purposes, BDO shall assume that at all times, the Depositors own the account in equal shares, unless BDO is otherwise notified in writing signed by all Depositors.

C. Declaration that Co-Depositors are Alive

In joint accounts (whether "Joint Or" or "Joint And"), each Depositor declares and affirms, under the penalty of perjury that his co-depositors are still living at the time of withdrawal and BDO shall fully rely on said declaration. The Depositors shall hold BDO free and harmless against any losses, damages, claims or liabilities which may arise as a result of or in connection with BDO's reliance to said declaration.

V. Legal Compensation Clause

The Depositor or Depositors shall be, jointly and severally as the case may be, liable for the payment of any obligation of the Depositor, or any of the Depositors in a joint account to BDO. BDO may, at its own discretion, apply all or any part of the Accounts (including Time Deposit Accounts) to the payment in whole or in part, of any obligation that may be due to BDO from the Depositor or any one, or all, of the Depositors in a joint account without incurring any liability therefor.

VI. Withdrawals

All withdrawals must be made by the Depositor by filling out the required forms provided. Withdrawals by a person other than the Depositor himself may be allowed only upon the Depositor's written authorization, accompanied by at least one valid identification card of the person authorized, which shall be verified by BDO. The Depositor will not be permitted to withdraw from his account any amount in excess of the outstanding available balance to his credit.

VII. Service and Other Bank Charges

BDO is authorized to collect from the Depositor all applicable service charges, penalty charge and other fees the account may incur. BDO reserves the right to impose new service and maintenance charges and change existing charges from time to time within the limits allowed by law or pertinent regulations.

BDO, without need or prior notice, is authorized to deduct all charges and fees from the account without incurring any liability therefor not

limited to any loss, damage, cost or expense arising from or in connection with the dishonor of checks, drafts, notes or other instruments because of insufficient funds as a result thereof.

VIII. Change of Personal Information or Circumstances

BDO should be promptly notified in writing of any change in the personal information (eg. Postal Address, Marital Status, etc)

All correspondence relative to the account shall be sent to the Depositor's present postal address indicated in BDO's records.

IX. Closing of Accounts

Only The Depositor may close the account. The Depositor may close the account by filling out the prescribed form for withdrawal. The Depositor will pay a service charge in such amount as may be reasonably imposed by BDO if the account is closed within thirty (30) days from date the account was opened. However, BDO reserves the right to immediately close the Depositor's account at any time without prior notice in case of misrepresentation or falsity of information provided by the Depositor or if BDO perceives, at any time and in its sole discretion, that the account may be used or is being used in connection with any fraudulent or illegal activities or transactions; or if BDO perceives, at any time and in its sole discretion, that the account may be or may have been used or is being used in connection with any fraudulent or illegal activities or transactions; or if BDO perceives, at any time and in its sole discretion, that it may be exposed to any financial, operational, legal, reputational or other risk in maintaining the account, or if the Depositor fails to abide by any provision of the terms and conditions for deposit accounts.

BDO reserves the right to close the account if the Depositor has handled the account in a manner not satisfactory to BDO and/or if the Depositor draws check against insufficient funds and / or uncollected deposits and any two (2) of such checks are presented to BDO within a 30-day period. In such event, BDO shall pay the Depositor the balance of his account, if any, upon his return of unused checks to BDO.

Furthermore, BDO 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) closure of the account(s) and/ or (b) the dishonor of any check which may be presented to BDO after the closure of the account(s) and/or (c) the reporting of the BDO of the account closure and the reason therefore to the Banker's Association of the Philippines (BAP) or any monitoring entity or body established by BAP or law to keep record of and monitor mishandled deposit accounts.

X. Interest Credits

The interest bearing accounts shall earn interest at a rate determined by BDO on a per annum basis and in accordance with pertinent laws, rules and regulations. Interest shall be computed based on average daily balance (ADB) and credited to the account at the end of the month, less of applicable withholding tax. However, no interest shall be paid on dormant accounts or those closed prior to crediting of interest at the end of any month.

XI. Dormancy and Unclaimed Balances

Accounts including those with Automatic Transfer Facility options which have no financial transaction for or at least one (1) year (12months) for Current Accounts and two (2) years (24 months) for Savings Accounts shall be classified DORMANT. Dormancy fee shall be charged aside from the maintenance fee for falling below the required minimum monthly Average Daily Balance (ADB).

Pursuant to the provision of existing laws, all "unclaimed balances" which represent deposits of money and/or interest accrued thereon held by BDO for any depositor has no further financial transactions for a period of ten (10) years or more shall be reported and, when so ordered, deposited by BDO to the Treasury of the Philippines, to the credit of the government of the Republic of the Philippines.

XII. Philippine Deposit Insurance Corporation (PDIC)

Account/s shall be subject to applicable PDIC laws, rules and regulations including the insured value

XIII. Miscellaneous

In the event of emergencies which merit the issuance of a work suspension order by appropriate public official in any or all of the Philippine Clearing House Corporation (PCHC) covered clearing areas, by which PCHC shall, with the approval of and concurrence of BAP, suspend the clearing in the affected areas or clearing exchanges shall be deemed automatically suspended, BDO, without prior notice to anyone of the Depositors is authorized to extend automatically the number of clearing days of bank check deposits. However, should the announcement be made later in the day when items have already been received for deposit by BDO, then such items shall be processed the next clearing day.

XIV. Other Provisions

In case of extraordinary inflation or deflation of the currency stipulated herein, the provision of Article 1250 of the Civil Code shall not apply.

BDO reserves the right to amend the general terms and conditions stated herein at any time and without need of prior and subsequent notice of changes to the Depositor.

SPECIAL PROVISIONS ON DEPOSIT ACCOUNTS

I. Savings Account with Passbook

The savings passbook is not transferable or assignable. No entries other than those effected by BDO itself shall be recorded in the passbook. In the event of any discrepancy between the entries in the passbook and those appearing in the records of BDO, the latter shall prevail. If the passbook is lost, mislaid or stolen, BDO should be immediately notified by the depositor in writing by executing an Affidavit of Loss. Consequently, BDO will not be held liable for payments made to any person who shall present such passbook if no affidavit of loss was submitted by Depositor prior to the payment.

All entries posted in the passbook should be examined by the Depositor on the same occasion or before leaving the bank premises.

Otherwise, BDO will be relieved of the responsibility in connection therewith. The passbook must be presented in every deposit or withdrawal transaction.

II. Current Accounts

A. Statement of Account (SOA)

The Depositor shall carefully check all entries in the Statement of Account as well as the attached negotiated checks including the signatures and endorsements found therein. Depositor shall report to BDO any exception to any entry therein within ten (10) days from receipt of the SOA. If BDO receives no communication from the Depositor regarding the SOA and its attachments within said period, it shall be considered complete and correct and shall be deemed as an agreement on the Depositor's part to have waived any claim against BDO on any matter contained therein. SOA and canceled paid checks not claimed within a period of six (6) months from their availability shall be destroyed by BDO and the Depositor concerned shall be deemed to have waived any right to take exception to the completeness and correctness of any such Statement of Account. If the SOAs for six (6) consecutive months were not claimed, BDO shall no longer print the succeeding SOAs.

The Monthly Statement of Account (eSOA) shall be provided to the Depositor based on the disposition indicated in the Signature Card:

i. Electronic Statement of Account (eSOA) – if the Depositor chose the eSOA, then the Depositor acknowledges and agrees that access to eSOA will be exclusively through BDO Online Banking. The Depositor shall be solely responsible for registering into the system and agrees to be bound by the terms and conditions governing the use of the facility. The Depositor further agrees that BDO is not obliged to provide paper SOA and any and all requests for printing of paper SOA, regardless of whether or not it is the last statement cycle, shall only be provided subject to the payment of applicable charges.

ii. Statement Of Account (SOA) on Demand – If the Depositor chose the paper SOA, then the Depositor agrees that printing and providing of SOA shall not be automatic. The SOA shall be provided by the Branch of Account only upon the request of the Depositor. The Depositor further agrees that only the SOA, together with the images of the negotiated checks, of the latest statement cycle shall be free of charge. Standard bank charges shall apply for requested SOA representing previous months.

B. Checkbooks

Checkbooks are given by BDO to the Depositor for a fee as requested. As such, the Depositor shall be responsible for the safekeeping and security of his/her checkbooks. Only the Depositor or the duly authorized signatory/ies of the account may draw or issue checks against the account. All blank spaces on checks drawn must be properly completed. BDO may dishonor checks if signatures are not in accordance with specimen on file with BDO. Unauthorized checks shall be dishonored.

The use of MICR checks printed by or secured from entities other than those accredited by the Bankers Association of the Philippines (BAP) Accreditation Board shall constitute a waiver on the part of the drawer/issuer of the rights to claim for reimbursement/refund or damage of any kind arising therefrom.

The Depositor agrees not to draw checks against insufficient funds and/or uncollected funds, and in case this arises, the Depositor agrees to pay the penalty charges, in addition to service charges. The Depositor shall hold BDO free and harmless from all liabilities, expenses, costs that may be incurred on account of refusing payment of said item/s.

The return of checks drawn against insufficient funds (DAIF), or those drawn against uncollected deposits (DAUD), or with technical defects, shall be governed by the rules and regulations of the BSP and the PCHC. BDO reserves the right to dishonor and return checks, at its discretion, without prior notification at any time. The Depositor shall hold the BDO free and harmless against any and all losses, damages or liability arising from such dishonor and return.

All transactions made shall be honored only at the branch where both Savings and Current Accounts are maintained.

The Bank shall not be held liable for any damage caused by any error in the transfer, or for errors committed in good faith that may cause return of a check.

C. Stop Payment Order

Filing of "Stop Payment Orders" on checks and the subsequent revocation of the same shall not be valid unless made in writing and receipt thereof is duly acknowledged by BDO.

If a check or check are lost, mislaid or stolen, BDO should be immediately notified by the depositor and a Stop Payment Order (SPO) shall be applied for each of the checks to prevent negotiation. Consequently, BDO will not be held liable for payments made on any of the checks if no SPO was applied prior to the payment.

D. Check Image Clearing System Rules and Regulations

The Depositor agrees to, and consents to the compliance by BDO with, the Check Image Clearing System, or such electronic check clearing system, as the Philippine Clearing House Corporation (PCHC) may adopt and implement from time to time including any and all PCHC rules and issuances regarding the same and/or any amendments thereto, which are deemed incorporated hereto by reference. The Depositor hereby waives the presentation for payment of the original check in clearing. The Depositor further agrees that the original of the check shall be kept by the bank where it was presented and only images of negotiated checks shall be provided in the eSOA or printed SOA, as case may be. Finally, the Depositor acknowledges and agrees that unless earlier retrieved by the Depositor, the original check shall be destroyed by the bank where it was presented upon the lapse of period prescribed under applicable PCHC rules.

III. Foreign Currency Savings Accounts

A. Deposits

BDO prescribes charges, processing fees and holding periods on certain deposits and clearing periods on check deposits. All dishonored items whether or not returned to BDO are chargeable to the client plus applicable bank charges and expenses. Unpaid exchange items shall be redeemed by the client at BDO's prevailing selling rate at the time of redemption or full settlement. The client obligates himself to reimburse BDO upon demand, any and all amounts credited by BDO to his deposit account equivalent to the face value of the items, including bank charges and other expenses, if any, should any item be dishonored due to fraud, forgery, material alteration or for any reason whatsoever. In this connection, BDO is hereby given full power and authority, at its sole option, to debit said amount/s from any account of the client with BDO and / or set-off the same against any of the client's funds / property in the actual / constructive possession and / or control of BDO. Furthermore, the client hereby knowingly and irrevocably releases and discharges BDO, its owners, directors, officers, employees, agents and representatives from any right, claim, cause of action that the client or any third party may now or in the future may claim against BDO arising from or in connection with the transactions contemplated herewith.

B. Withdrawals

Withdrawals are allowed against cleared balances only. Deposits become cleared funds only after completion of clearing or holding periods as prescribed by BDO. Withdrawals made in the form of currency notes is subject to the availability of the currency. However, the depositor may be requested to give at least one (1) day advance notice of any withdrawal where the interest of the Depositor or BDO so dictates.

C. Interest

Deposits earn interest after a specified period as prescribed by BDO. Interest is based on the average daily balance not falling below the required minimum interest earning balance.

D. Bank Charges

Correspondent bank charges on checks/items sent for collection abroad are for the account of the Depositor. A prescribed service charge in dollar or its peso equivalent converted at prevailing selling rate of the BDO shall be collected for accounts closed within certain number of days from date of opening as prescribed by BDO. Charges on returned items shall be based on the actual charges of the correspondent bank.

IV. BDO Kabayan Accounts

A. Account Restriction

BDO Kabayan Account is being offered primarily for crediting of remittances, coursed through BDO Remittance Unit.

Only cash deposits shall be accepted over the counter. Check deposit may be accepted upon presentation of the required valid identification cards.

B. Bank Penalties and Charges

A periodic review shall be made on the account history. Should there be no remittance, coursed through BDO Remittance Unit within a period of one year, the account shall automatically be converted to a Regular Savings Account subject to existing terms and conditions governing regular Savings Account.

V. Payroll Accounts

This account is opened upon the request of the Depositor's employer, for the Depositor's convenience. In the event that such employer mistakenly credits this account for any reason, BDO or its representatives are authorized to debit, without need of further notice to or consent of the Depositor, from the available balance of this account to the extent of such mistaken credit, upon receipt of a written request from such employer, and credit the same amount to such employer's account. Any dispute regarding such mistaken credit shall be resolved strictly between the Depositor and the Depositor's employer, and BDO shall have no liability for such debit pursuant to the employer's written request. The Depositor expressly and absolutely remisses, releases and forever discharges BDO, its affiliates, and its and their respective owners, directors, stockholders, officers, employees ("BDO Persons") and assigns from any and all claims, suits, actions or causes of action which the Depositor and the Depositor's successors and assigns now have or in the future claim to have against all BDO Persons in connection with the above debit and this account.

VI. Junior Savers Accounts

BDO may, without notice to the Depositor, convert the account to Peso ATM Savings account once the child reaches the age limit specified by BDO.

VII. Time Accounts(including Premium Flexi Earner and Mega Savings Accounts among others)

A. The Certificates covering any and all time deposits (the "Certificates") are not negotiable instruments and may not be negotiated by endorsement and/or delivery but may be assigned with BDO's prior consent in writing. The assignment of the Time Deposit (TD).

Check Deposit to open a Time Account is subject to final collection from the drawee bank. In case check is dishonored by the drawee bank, the Certificate shall automatically be canceled.

B. The initial interest rate and principal amount are reflected on the face of the Certificate. Upon renegotiation on maturity, the new principal, new rate, new value and maturity date will be updated and documented in a TD Renewal Advice. C. Time Deposit Renewal Advice

TD Renewal Advice is non-negotiable and not an evidence that the account is still outstanding with BDO. In case of conflict in the TD Renewal Advice and the records of BDO regarding the account, the records of BDO shall be valid and binding.

The Depositor shall carefully check and monitor all entries in the Time Deposit Renewal Advice and report to BDO any error within five (5) days from receipt hereof. If BDO receives no communication regarding the entries in the Time Deposit Renewal Advice within the said period, it shall be considered complete, correct and a waiver on the part of the Depositor to claim against BDO any matter contained therein.

D. Early Redemption

Any early redemption of, or partial withdrawal from, time deposits will result in the closure of the account in which case the provisions of VI (F) will apply. BDO reserves the right to require at least one (1) day advance notice for redemptions to be made before maturity.

Time Deposit Accounts redeemed before the stipulated maturity date shall be subject to BDO's early redemption policy. For Peso Time Deposit accounts, the documentary stamp tax value based on the current principal shall be automatically deducted by BDO from the proceeds of redemption.

E. Non-Renewal

Time Deposit Accounts not redeemed, renewed or rolled over on its stipulated maturity date shall automatically earn interest equivalent to BDO's prevailing savings rate from the date of said maturity to the date of actual redemption or written instruction to renew or roll-over.

Interest earned from a Time Deposit Account shall be taxed based on the ceilings prescribed by law and corresponding revenue regulations from time to time.

F. Closure of Account

The Certificate shall be surrendered to BDO upon termination of the time deposit account. In case the original copy of the Certificate is lost, the Depositor shall immediately notify BDO in writing by executing an Affidavit of Loss duly notarized and giving therein all the circumstances surrounding the loss of the Certificate.

VIII. Other Provisions

A. Separability Clause

If any or some of the terms and conditions herein is declared invalid or unenforceable, the rest of the provisions will not be affected thereby.

B. Coverage of Terms and Conditions

All the terms and conditions above apply to all deposit account/s whether existing now or to be opened hereafter. BDO may amend the terms and conditions and special provisions stated herein at anytime and without need of prior and subsequent notice of changes to the Depositor.

BDO ATM Debit Card TERMS AND CONDITIONS

The following terms and conditions ("Terms & Conditions") shall govern the issuance and use of the Card. By applying for and using the Card, the Cardholder hereby agrees as follows:

1. Definitions. As used herein, unless otherwise specified:

1.1 "Account/s" shall mean current and/or savings deposit account/s (single or multiple) opened and maintained by the Cardholder with BDO, and with respect to which, the Card is issued/linked.

1.2 "ATM Network Participant/s" shall mean banks and other financial institutions who are, or in the future be, members or affiliates of Megalink, ExpressNet, BancNet, MasterCard/Visa affiliated banks or such other ATM networks or affiliations that will allow BDO ATM Debit Cards in their ATM systems and facilities.

1.3 "Card" shall mean BDO ATM Debit Card, BDO ATM Debit Card w/ Paypass, BDO Junior Savers, BDO Prime Savers, and such other ATM Debit Cards that may be issued or acquired by BDO in the future

1.4 "Cardholder" shall mean the person who maintains current/savings deposit account/s with BDO and in whose name, the Card is issued.

1.5 "Card Security Code" shall mean the three (3) digit number at the back of a MasterCard or Visa issued Card and is used to make purchases online.

1.6 "PIN" / "Personal Identification Number" shall mean a personalized digit code used to access the ATM and make ATM/POS transactions.

2. Card Usage/Ownership. The Card is for the exclusive use of the Cardholder and is not transferable. The Card may be linked to single or multiple Accounts of the same currency and in case of the latter, subject to a maximum number of Accounts and a maximum number of Cards per Account as may be allowed by BDO. The Card shall be used only for lawful banking and other transactions allowed by BDO with respect to the Account (i.e. Automated Teller Machine ["ATM"] transactions, point of sale ["POS"] debit/purchase transactions, payments at Online/Web Merchants). It may be used on BDO's and/or ATM Network Participants' ATMs, cash dispensers, POS terminal networks, payment page of Online/Web Merchants, PayPass and/or other electronic devices. The Cardholder agrees to sign the Card immediately upon receipt thereof and to keep the Card in a secure and safe place. The Card is the property of BDO and BDO may at anytime, without prior notice and without the need to give any reason therefore, terminate the use of, cancel, repossess or decline to issue, renew or replace the Card. BDO may cause the ATM to retain the Card automatically or suspend any services at anytime without notice to the Cardholder. The Cardholder agrees to return the Card to BDO upon the latter's request.

The card is valid for ten (10) years from card issuance and shall be subject to replacement initiated by the cardholder upon expiry.

3. Card Activation/Authentication Process.

3.1 To first activate the Card, the Cardholder is required to insert the Card in a BDO designated ATM card slot and enter his/her self-nominated PIN in the ATM. The Cardholder agrees and undertakes to comply with the following authentication procedures, as may be amended or supplemented by BDO from time to time.

For ATM transactions - Insert Card and Enter PIN

For POS transactions - Swipe/Insert Card and Enter PIN or Sign transaction draft/invoice (depending on amount)

For PayPass transactions - Tap only or Tap and Sign (depending on amount)

For Internet/Online Payment transactions - Enter Card Number and provide required information

3.2 The PIN is strictly confidential and should not be disclosed, given to, or made available for use by any other person under any circumstances, including BDO. Withdrawal, transfer, deposit, payment of funds, and any other transactions entailing the use of the Card shall in all circumstances and at all times, whether with or without the Cardholder's authorization, be conclusively binding upon the Cardholder.

3.3 BDO shall have no liability whatsoever for any loss or damage incurred by the Cardholder arising from any breach of or non-compliance with the provisions of Sections 3.1 and 3.2 hereof.

4. Card Transactions

4.1 Deposits to the Account made through the use of the Card shall be credited to the Account only after verification by BDO, the date of which may or may not be the same as the date when the deposit was actually made. The amount verified by BDO shall be conclusively and irrefutably deemed to be the correct amount deposited by the Cardholder to his/her Account.

4.2 The receipt which is electronically generated at the time the deposit is made prima facie represents the amount deposited to the Account and shall not bind BDO until verified as true and correct by BDO.

4.3 In accepting transactions of Cardholders with third parties with the use of the Card through the ATM, such as bills payments, POS purchases, airtime reloads and the like, BDO merely serves as a conduit between the Cardholder and the payee and BDO shall not be held liable for any action or claim which may arise between the payee and the Cardholder, the latter hereby agreeing to hold BDO free and harmless therefrom.

4.4 The Cardholder accepts full responsibility for all transactions made with the use of the Card [with or without his/her knowledge or authority, with or without his/her signature or PIN]. All transactions using the Card shall be deemed by BDO as having been made with the knowledge of or authorized by the Cardholder and shall be valid and binding upon the Cardholder. The Cardholder accepts BDO's record of transactions as conclusive and binding for all purposes in the absence of manifest error. The Cardholder further agrees to waive any and all rights and remedies against BDO in connection therewith.

5. Cardholder's Responsibilities. In order to help ensure security in Card transactions and personal information, the Cardholder agrees to strictly comply with the following security measures, as may be amended or supplemented by BDO from time to time:

- Sign on the signature panel at the back of the Card.
- Nominate a Personal Identification Number (PIN) as soon as Card is received.
- Do not use birth date as PIN.
- Keep Card Number, PIN and Card Security Code confidential
- Regularly change PIN especially when using the Card at other bank's ATM, local or abroad.
- Transact only in well-lighted or safe areas with ATM.
- Do not entertain strangers offering assistance while using an ATM.

- Keep eyes on the Card when paying for purchases.
- Update contact information with the Branch of Account.

6. Cardholder Information and Consent. Cardholder authorizes BDO, its subsidiaries and affiliates (Related Companies), and their respective officers and employees, to do any one or all of the following:

6.1 Release, disclose, submit, share or exchange any Cardholder and/or Account Information and reports as they may deem fit or necessary and for lawful purposes, including but not limited to consumer reporting or reference agencies, government regulatory agencies, other banks, creditors, financial institutions, loyalty program partners, merchant partners or service providers;

6.2 Release, disclose, submit, share or exchange any Cardholder information and/or Account Information to BDO's Remittance Tie-ups, Partners, Agents, Subsidiaries (local and/or foreign) in connection with remittance transactions involving the Cardholder and/or his Account; and

6.3 Use or share with third parties the information Cardholder has provided and/or information derived from external sources for conducting internal marketing studies, surveys, marketing activities or promotional offers of BDO, its Related Companies, merchant partners and/or to develop and make offers which Cardholders may receive through email or thru other means of communication.

For the above purposes, Cardholder hereby waives his confidentiality rights under the relevant bank secrecy laws such as but not limited to Republic Act Nos. 1405, 6429, 8791 and 8484 (otherwise known as The Secrecy of Bank Deposits Law, Foreign Currency Deposit Act, The General Banking Law of 2000 and Access Device Regulations Act) and hereby agrees to indemnify and keep BDO and Related Entities including their respective directors, officers and employees, free and harmless from and against any and all claims, suits, actions or proceedings which may arise as a result of or in connection with the release and disclosure of the Cardholder information and/or Account information as set out above. The disclosure consent herein granted by Cardholder shall continue to be valid and effective unless and until a written notice of revocation by Cardholder is duly served upon BDO and its Related Entities. **7. Indemnification/Liability Limitation.** In addition to other non-liability/indemnification provisions in favor of BDO, the Cardholder hereby agrees to indemnify and render BDO its directors, officers, employees and agents and assigns, free and harmless from and against any claim, cause of action, suit, liability, loss or damage of whatever nature which may arise as a result of or in connection with the use of the Card and the transactions made with the use of the Card, in the following instances:

7.1 Disruption, failure or delay relating to or in connection with the use of the Card which is due to circumstances beyond the control of BDO, fortuitous events such as but not limited to prolonged power outages, breakdown in computers and communication facilities, computer-related errors, typhoons, floods, public disturbances and calamities and other similar or related cases;

7.2 Fraudulent or unauthorized utilization of the Card due to theft, unauthorized disclosure or breach of security or confidentiality of the Card Number, PIN and Card Security Code with or without the Cardholder's participation;

7.3 Inaccurate, incomplete or delayed information received by BDO due to disruption or failure of any communication facilities or electronic device used for the Card;

7.4 Mechanical defect in or malfunction of the electronic device on which the Card is used (i.e. ATM, POS, etc.), the Card not being honored or being declined; any delay in the crediting of any deposit to or debiting of payment from the Account due to or by reason of failure and/or malfunction of any mechanical, electronic or other part, component, system or network upon which the ATM/branch computer is critically dependent on normal and efficient operations; and/or

7.5 Improper, unauthorized use of the Card's facilities and electronic devices (i.e. ATM, POS, etc.); or recklessness or accident in connection with the use thereof. The above provisions shall survive the termination or suspension of the right to use the Card.

8. Liability Limitation. BDO's entire liability for loss or damage (if any) in connection with Card use shall be limited to the amount of P25,000 or the actual damage or loss incurred, whichever is the lesser. BDO shall not be liable for any special, consequential or indirect damage suffered by the Cardholder from the use of the Card even if BDO has been advised of the possibility thereof. This provision shall survive the termination or suspension of the right to use the Card.

9. Lost/Stolen/Compromised Cards. In the event the Card is lost or stolen, the Cardholder agrees to immediately report the same by calling BDO Customer Contact Center (6318000 or other tel. nos. that may be made available by BDO) or the Branch of Account. The Cardholder shall likewise immediately file an Affidavit of loss (in BDO prescribed form) personally with the Branch of Account (where the account is maintained). If the loss or theft of the Card occurred on a Saturday, Sunday, legal holiday or on a day or time when BDO is otherwise closed for business, the report must be made within the next banking day. Prior to receipt by BDO of Cardholder's report of loss or theft, all transactions generated by the use of the Card shall be deemed conclusively binding upon the Cardholder and BDO will not be held liable for any loss or damage incurred by the Cardholder.

BDO will not be held liable for any loss or damage incurred by the Cardholder. In case of a compromised Card, where BDO receives information that the Card number, Card name, Card expiry date have been obtained by an unauthorized source/party, BDO shall tag the Card as "hot" to prevent its unauthorized use, and BDO shall immediately notify Cardholder of the situation and issue a new Card for the Cardholder.

10. Unclaimed/Captured Cards. Unclaimed Cards shall be cut vertically in half across the magnetic stripe after a period of sixty (60) calendar days or two (2) months from the date of receipt by the BDO Branch where the Cards could have been claimed. Captured Cards retrieved from the ATM by BDO shall be destroyed after three (3) days.

11. Reporting of ATM Crimes The Cardholder is encouraged to report occurrences of ATM crimes (e.g. robbery, vandalism) to BDO by calling BDO Customer Contact Center (631-8000 or other tel. nos. that may be made available by BDO) or the Branch of Account. In case the Card and/or the Account is suspected by BDO or government authorities to be involved in ATM crimes or fraud cases, the Cardholder expressly consents to and hereby authorizes the sharing or disclosure by BDO to the public at large and/or to government authorities of information relative to such ATM crimes or fraud cases in order to deter and prevent proliferation thereof.

12. ATM/POS/Online/Web Merchants Network. The Cardholder understands that the Card may be used in ATMs/POS terminals of BDO and the ATM Network Participants and Online/Web Merchants. The Cardholder agrees that BDO does not have control over the ATM Network Participants through which the Cardholder may access the Account, their ATMs, their procedures or controls in regard to data/information processing. Hence, BDO shall not be liable for any loss or damage of whatever kind or nature incurred by the Cardholder as a result of or in connection with (i) the Cardholder's inability to use or delay in the use of his/her Card or inability to avail himself/herself of or delay in the availability of any ATM service due to disruption, breakdown or failure of the ATMs of ATM Network Participants and Online/Web Merchants, communication facilities linking the same, or (ii) unauthorized or fraudulent access or utilization of the Card or any ATM service. The Cardholder understands and agrees that transactions coursed through any of these networks shall be subject to transaction fees as determined by BDO and the ATM Network Participants and Online/Web Merchants through which the transactions are coursed.

13. Access to ATM/POS/Online/Web Merchants located outside the Philippines. BDO cards bearing the MasterCard/Visa logo can be used to make withdrawals/payment transactions at MasterCard/Visa ATMs/POS/Online/ Web Merchants located at countries outside the Philippines, from/involving his/her Account in the Philippines. Any withdrawal/payment transaction made by the Cardholder outside the Philippines through the use of the Card against his/her Account in the Philippines constitutes a disbursement from said Account in the Philippines and a remittance to the country where the withdrawal/payment transaction was effected, and shall, therefore be subject to the applicable laws, government rules and regulations of both the Philippines and the country where the withdrawal/payment transaction is made. Cash withdrawals/payment transactions outside the Philippines using the Card shall be in the currency allowed by the institution which owns the ATM/POS and Online/Web Merchants from where the withdrawal/payment transaction was made and up to the maximum amount permitted by and subject to other limitations imposed by that institution. Cash withdrawals/payment transactions are also subject to any exchange controls, regulations or limitations in effect in the country where the ATM/POS/Online/Web Merchant is situated and will be converted at the exchange rate prevailing at the time of the transaction. Transactions shall be subject to transaction fees as determined by BDO and the international network through which the transaction was coursed. Such transaction fees shall be subject to the exchange rate prevailing at the time of the transaction. Applicable foreign exchange mark-up rate is also applied to cover service fee and assessment fees charged by MasterCard/Visa.

14. Accredited Establishments. BDO has an agreement with MasterCard/VISA whereby the Card bearing the MasterCard/VISA label shall be honored at all MasterCard/VISA accredited establishments worldwide at all times. However, BDO shall not be liable to the Cardholder if, for any reason, such MasterCard/VISA accredited establishment does not honor the Card. The Cardholder agrees to hold BDO free and harmless from any and all claims or liabilities as a result of the refusal of any MasterCard/VISA accredited establishment to honor the Card. Moreover,

the Cardholder shall not hold BDO responsible for any defective product or service purchased through the use of the Card or for any dispute between the Cardholder and the establishment.

15. Limitations. The Cardholder agrees not to use the Card for the purchase of items/goods, the importation of which into the Philippines is subject to the provisions of CB Circular 1384, as amended, and all other circulars, laws, rules and regulations pertaining to importation. Likewise, the Cardholder agrees and warrants that the proceeds of Card withdrawals abroad shall not be used for foreign investments or for the payment of foreign loans or for any other purpose in violation of any existing foreign exchange rules and regulations.

16. Notices: Change of Address and Other Data. Unless otherwise provided herein, any and all notices and communications required or allowed to be given under these Terms and Conditions shall be in writing and sent to the Cardholder at the address or any of the addresses indicated in this application form. Notices shall be deemed received by the Cardholder on the date of receipt, if delivered personally, after fifteen (15) days from posting, if sent by mail, or on the date of transmission, if by facsimile or electronic mail. The Cardholder shall immediately notify BDO of any change in his address, as well as other data previously indicated in this application form. Until BDO is notified of such change, it will continue to use the information and data on file with it.

17. Fees and Charges

17.1 BDO may, from time to time, upon giving notice, impose fees and charges for the use of the Card. The cardholder hereby authorizes BDO to debit his/her Account or any other Account which the Cardholder maintains with BDO for the amount of such fees and charges without need of further notice, demand, act or deed without incurring any liability therefor or as a result thereof. If at any time there are insufficient funds in the said Account/s to cover fees and charges, BDO may suspend or terminate the use of the Card without BDO incurring any liability as a result thereof.

17.2 Any and all taxes arising from payment of fees and charges hereunder shall be for the account of the Cardholder without incurring any liability therefor or as a result thereof.

18. Termination/Suspension of Card Use

18.1 The Cardholder may request BDO to terminate or suspend its use of the Card by calling BDO Customer Contact Center, or by visiting the Branch of Account to make such request. BDO shall, on a best efforts basis and to the extent practicable, immediately effect the requested cancellation or termination. The Cardholder shall remain responsible for any transactions made on the Account/s until the time of termination or suspension of the use of the Card.

18.2 BDO may terminate or suspend the Cardholder's use of the Card at any time, with or without notice if:

- a. The Cardholder has breached these Terms and Conditions;
- b. BDO learns of the Cardholder's bankruptcy, insolvency, liquidation, dissolution, death, incapacity, or other analogous circumstances, or that the Cardholder committed an act of bankruptcy, insolvency, liquidation, dissolution or other analogous acts, or that a bankruptcy or insolvency or other analogous petition has been filed against the Cardholder;
- c. If in BDO's reasonable opinion, the Cardholder's Account/s is/are being mishandled as determined pursuant to BDO's existing policies and procedures, or if the Account/s or the Card is being used for any unlawful or illegal activity or transaction;
- d. In case of closure, termination, suspension, garnishment, hold-out or other similar restrictions on the Account/s; or
- e. BDO considers that there exist other reasonable grounds to do so

18.3 Any and all accrued but unpaid obligations of the Cardholder to BDO prior to termination, and terms and conditions hereof which by express terms, shall survive the termination of the Cardholder's right to use the Card.

19. Undertaking. In case of overcredit, erroneous credit, failure to debit, erroneous debit, misposting, or any error in transaction involving any amount, (any and all of which shall be referred to as "Amount/s Due to BDO") to Cardholder's Account/s as appearing in the records/books of BDO, and for whatever cause such as but not limited to systems error, error in communication facilities, Cardholder hereby agrees and undertakes to immediately return to BDO the Amount/s Due to BDO without need of notice or demand, plus any and all expenses, costs and damages which BDO may have incurred, including penalty interest at BDO's then prevailing loan rate based on the Amount's Due to BDO, in connection with the enforcement of BDO's right to recover and collect the Amount/s Due to BDO. For this purpose, Cardholder irrevocably authorizes BDO/its representatives to effect the debiting of funds from Account/s to the extent of the Amount/s Due to BDO, without need of further act and deed, and without BDO/its representatives incurring any liability as a consequence thereof. This is without prejudice to the exercise by BDO of its right to enforce full recovery and collection of the Amount/s Due to BDO, in case the Cardholder's Account/s cannot be debited for any reason such as but not limited to insufficient balance, as well as the exercise by BDO of the legal remedies to which BDO may be entitled to under the law and this Agreement, including but not limited to immediate cancellation or suspension of the relevant Account/s, civil, criminal, and/or administrative remedies. Pending full recovery or collection by BDO of the Amount/s Due to BDO, the Cardholder shall hold the said amount in trust for BDO. Failure of Cardholder to account for and return the Amount/s Due to BDO shall give rise to a prima facie presumption of misappropriation or conversion with intent to defraud, on the part of Cardholder.

20. Cardholder Complaint. Any complaint regarding the Card, the Account, and/or transactions using the Card shall be communicated to BDO Customer Contact Center.

21. Amendments/Revisions. The Cardholder agrees that BDO shall have the right to add, revise, or amend, in whole or in part, these Terms & Conditions, and the features and functionalities of the Card. Any such addition, revision, or amendment will take effect and become binding on the Cardholder from such time that the same is published, announced or displayed by means of posters duly displayed in a conspicuous place within the premises of BDO or by any other means of publication or communication as determined by BDO.

TERMS AND CONDITIONS OF BDO BIOMETRICS

The following terms and conditions ("BDO Biometrics Terms and Conditions") shall apply to the Client's use and availment of the biometrics services offered by BDO Unibank, Inc. By enrolling one's biometrics and authorizing its use by the Bank, the Client hereby agrees to be bound by the BDO Biometrics Terms and Conditions:

1. Definition of Terms

As used herein, unless otherwise specified:

- 1.1. "BDO" shall mean BDO Unibank, Inc., its successors-in-interest and assigns, its subsidiaries and affiliates (e.g, BDO Nomura Securities Inc, One Network Bank Inc, BDO Capital, BDO Leasing, BDO Private Bank)
- 1.2. "Biometric Information" shall refer to data that is created from human characteristics, such as but not limited to, fingerprints and facial photos.
- 1.3. "BDO Biometrics Services" shall refer to the use of Biometric Information (ex. Face, fingerprint) as a tool in identifying a Client.
- 1.4. "BDO Biometrics System" shall refer to the application used to facilitate the enrollment to and use of Biometrics Services by the Bank and its Clients.
- 1.5. "Client" shall refer to any individual having a transaction with BDO who may either be a holder of a BDO account or not.
- 1.6. "Data Subject" shall refer to the Client whose Biometric Information is collected and/ or processed.
- 1.7. "Data Subject Consent" refers to the voluntary agreement, in the form of written, electronic or secured indication of permission of the Data Subject to the collection and use of his/ her Biometric Information.
- 1.8. "Account" shall mean any of the following: CASA, BDO Cash Card account, BDO Credit Card account and other types of accounts maintained at BDO.
- 1.9. "Mobile Device" shall mean any handheld electronic device, such as portable computer, smart phones and tablet computers used by the Client, and such similar devices.
- 1.10. "BDO Biometrics Consent Form" shall refer to the written or electronic permission of the Data Subject for the collection, storage and use of his/ her Biometric Information. This is independent of other BDO Consent Forms attached to a particular BDO product.

2. Applicability of BDO Biometrics Terms and Conditions

2.1. Data Subject acknowledges that he/she is only granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to use the BDO Biometrics services, solely for his/her beneficial use and in accordance with the terms of this BDO Biometrics Terms and Conditions.

- 2.2. By enrolling one's biometrics, Data Subject agrees to be bound by the BDO Biometrics Terms and Conditions, as may be amended or supplemented by BDO from time to time.
- 2.3. The BDO Biometrics Terms and Conditions shall be in addition to the terms and conditions governing the Account of the Client with BDO and / or relating to BDO product or service availed of by Client, unless otherwise specifically stated. In case of conflict between the BDO Biometrics Terms and Conditions and the latter terms and conditions with regard to matters specific to the use of the BDO Biometrics, the former shall prevail.
- 2.4. The use of Biometric Information shall depend on the specific BDO product enrolled or availed of by the Data Subject.

General Rules Governing the Use of BDO Biometrics Services

- 3.1. Only Data Subject enrolled in BDO Biometrics Services will be able to have full use of the BDO Biometrics services and other Bank transactions that utilizes Biometric Information.
- 3.2. Enrollment to the BDO Biometrics Services shall be an optional feature made available for free to Data Subject, unless otherwise determined by the Bank.
- 3.3. Capturing of Biometric Information of Data Subjects below eighteen (18) years of age at the time of capturing, shall require separate parental and/ or legal guardian's consent.
- 3.4. Data Subject can register his/ her biometric data in any of the authorized channels of the BDO, which shall include but not limited to, BDO employee-assisted enrollment facility and Branch unassisted-enrollment kiosks.
- 3.5. Data Subject may request for updating of Biometric Information, subject to BDO's approval.
- 3.6. Enrollment to the BDO Biometrics Services shall require appropriate positive identification process, which shall be determined by BDO.
- 3.7. Upon signing the BDO Biometrics Consent Form, Data Subject authorizes BDO to use his Biometric Information for
- a. Validation of Data Subject's identity
 - b. Authenticate Data Subject's initiated BDO transactions
- 3.8. Data Subject may submit a written or electronic request for the deletion of his/ her Biometric Information, for whatever reason.
- 3.9. BDO may, at any time, and for any reason whatsoever, terminate or suspend Data Subject's access to BDO Biometrics Services or to any or some of the functionalities thereof. Likewise, the Data Subject shall remain accountable for all the transactions made using his Biometrics Information prior to confirmation of the termination/cancellation request. In addition, access to / use of the BDO Biometrics Services may be terminated or suspended by BDO for any maintenance or repair work; for any breakdown in the hardware / software for BDO Biometrics System, any emergency or security reasons; or if BDO has reason to believe that the BDO Biometrics System is or has been utilized to perpetrate fraudulent or unlawful acts; or for violation by Data Subject of the BDO Biometrics Terms and Conditions; bankruptcy or insolvency of Data Subject; or on other grounds for termination or suspension of service as set out in the BDO Account Terms and Conditions, or any other ground/s as determined by BDO, without prior notice, and without BDO incurring any liability as a consequence thereof. Re-activation of Data Subject's access and availment of BDO Biometrics Services shall be subject to BDO's processes
- 3.10. Following the preceding sub-section, in case of dispute, Data Subject may submit written request to BDO for investigation.
- 3.11. The availment of the BDO Biometrics Services do not require any service fee, however, BDO reserves the right to charge fees to Data Subject as it may deem necessary in the future

4. Disclaimer

BDO shall not incur liability in any of these cases:

- 4.1. BDO is unable to receive or execute any of the requests from the Data Subject due to reasons beyond the control of BDO
- 4.2. There is loss of information during processing or transmission or any unauthorized access by any person other than the Data Subject or breach of confidentiality due to reasons beyond the control of BDO;
- 4.3. There is a failure or delay in transmitting of information or there is an error or inaccuracy of information or any other consequence arising from any cause beyond the control of BDO which may include technology failure, mechanical breakdown, power disruption, and analogous circumstances;
- 4.4. There is a lapse or failure on the part of the service providers or any third party affecting the BDO Biometrics System. BDO does not make any warranty as to the quality of the service provided by any provider.;
- 4.5. BDO shall not be liable for claims that resulted from breach or failure of Data Subject to perform any obligation and/or warranties covered by the BDO Biometrics Terms and Conditions and/or separate agreements with Third Party Licensors, regardless whether such breach or failure is done willfully or not or merely by negligence or lack of knowledge.

5. Provisions for Indemnity

- 5.1. In consideration of BDO providing BDO Biometrics Services to the Data Subject, the Data Subject agrees to indemnify and hold BDO, its directors, officers, employees and assigns, free and harmless against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses which BDO, Data Subject or any third party may at any time incur, sustain, suffer or be put to, as a consequence of or arising out of or in connection with any services provided to the Data Subject through the BDO Biometrics Services.
- 5.2. Further, the Data Subject agrees that BDO shall not be liable for any loss, cost, or damages suffered by the Data Subject or any third person as a result of, or caused by any delay in transfer, non-transfer of funds and/or debiting and/or crediting of funds carried out by BDO, and/or default on the part of BDO in performing the Bank transaction utilizing BDO Biometrics Services due wholly or in part, to defects, delays, malfunctions, interruptions, failures, or breach of security in BDO's computer system, and/or causes beyond the control of BDO.
- 5.3. The Data Subject shall indemnify BDO and hold it free and harmless against any claim, action, loss, damage, or liability arising from any unauthorized, unlawful, or fraudulent access to or use by any third party of the BDO Biometrics Information if such was caused by the Client's fault or negligence; from any unauthorized, unlawful or fraudulent access to or use of any information / instructions / triggers provided by the Data Subject via and BDO channel that utilizes BDO Biometrics Services if such was caused by the Data Subject's fault or negligence; from any unauthorized, unlawful or fraudulent transactions made via any BDO channel utilizing the BDO Biometrics Services if such was caused by the Data Subject's fault or negligence, and/or from any harmful or malicious third party application/s installed or downloaded by the Data Subject on his/her Mobile Device. BDO, its employees, agents or contractors shall not be liable for any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings, goodwill, or loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Data Subject or any person from or relating to any delay, interruption, suspension, resolution, or error in receiving and processing the request and in formulating and returning responses.
- 5.4. Notwithstanding the foregoing, in no event shall BDO be held liable for more than the actual damages of the Client or double the amount of the transaction involved, whichever ever is lower, at the sole discretion of BDO. As such, except for the preceding sentence, no other damages or fees, such as but not limited to exemplary and/or punitive damages, loss of profits, indirect damages, cost of suit, and all other claims as provided by law or equity shall be recoverable from BDO, regardless of the circumstances.

6. Other Provisions

BDO reserves the right to vary the BDO Biometrics Terms and Conditions at anytime. BDO will endeavor to notify the Data Subject regarding any amendment, modification and/or revision in the BDO Biometrics Terms and Conditions. The continued use by the Data Subject of the BDO Biometrics Services will constitute acceptance of the revised and/or modified BDO Biometrics Terms and Conditions. In case of conflict with any provision in the BDO Biometrics Terms and Conditions and other Terms and Conditions of BDO, only for provisions specifically on the BDO Biometrics Services and Information, the terms in the BDO Biometrics Terms and Conditions shall prevail.