

This Fingerprint and Face Authentication Implementing Guidelines (“Guidelines”) shall apply to Client’s use and availment of the fingerprint authentication function (“FA function”) and Face Authentication function (“Face function”) of your mobile device as provided by his/ her mobile unit provider(s) (e.g., Apple Touch ID/Face ID and Android Fingerprint/ Face Biometrics Technologies) for the purpose of authenticating your identity and/ or transactions in the BDO Mobile Banking application.

By subscribing to and using FA function and Face function of your mobile device, Client hereby agrees that it understands that the FA function and Face function is a service NOT provided by BDO Unibank, Inc. (“BDO”) and shall be primarily be governed by Client’s agreement with his/ her mobile unit provider.

Nevertheless, to assist Client in the use of the FA function and Face function, BDO hereby sets forth the following implementing guidelines on the use thereof, which Client has deemed to have agreed upon his/her initial use of the FA function and Face function:

1. Applicability of the Guidelines

1.1 By subscribing to and using the FA function and Face function, Client agrees and understands that this service is NOT a service being provided by BDO but that of Client’s mobile unit provider. As such, Client’s remedies, rights and/or obligations relative to the FA Function and Face function shall be dependent on Client’s agreement with his/her mobile unit provider(s).

1.2 Upon using BDO Mobile Banking service, regardless of the use of the FA function and Face Function, Client shall be bound by the BDO Mobile Banking Services Terms and Conditions, BDO Electronic Banking Terms and Conditions, and BDO Biometrics Policy (collectively referred to as “BDO T&C”), which may be amended or supplemented by BDO from time to time. Full text of these policies are available at www.bdo.com.ph/mobilebanking.

1.3 In case of conflicts or inconsistencies, the provisions enumerated under the Guidelines shall prevail over the BDO T&C to the extent that it relates solely to the use of the FA function and Face function. All other aspect of the BDO Mobile Banking service shall be governed by the BDO T&C.

2. Procedures to enable the FA function and Face Function in your mobile unit

2.1 Due to technical restrictions of Clients’ respective mobile unit providers, only Clients who have downloaded and activated the BDO Mobile Banking application on his/ her Fingerprint and Face

Authentication enabled mobile devices (e.g. Apple mobile Devices with Apple Touch ID/Face ID or Android Face and Fingerprint Scanner for Android Phones) can use the FA function and Face function. For avoidance of doubt, the FA function and Face function is an optional feature of Client's mobile device and is provided to Client on his/her own understanding of the rights, obligations and remedies provided by his/her third party mobile unit provider.

2.2 Client will have to signify his/her permission to connect to the FA function and Face function of his/her mobile device by accessing its mobile settings under menu and enabling the toggle to "on". Clients must have one (1) facial at least one (1) fingerprint registered in the Touch ID and Face ID service and /or Face and Fingerprint Scanner on their Apple and Android mobile device/s, respectively, in order for the FA function and Face function to be enabled.

2.3 Client may deactivate his/her use of the FA function and Face function at any time by accessing the menu settings of his/her mobile unit and opting out of the service by turning the toggle to "off" position.

3. Use of the FA function and Face function

3.1 The FA function and Face function will be used primarily to authenticate Client's identity when logging into the BDO Mobile Banking application or to authenticate his/her transaction in the said application. BDO may propose other uses for the FA function and Face function, which maybe availed of by Client on an optional basis.

4. Consent to use FA function and Face function -related information

4.1 In order to comply with Client's instructions to use the FA function and Face function, the BDO Mobile Banking application will need to access the fingerprint/sand facial data registered in his/her mobile device(s). As such, Client shall have deemed to have provided his/her consent to BDO for this purpose.

4.2 By using the FA function and Face function , Client hereby agrees to BDO's collection, processing, recording, retention, and sharing of Client's personal information to BDO service providers, agents and/or representatives and or such parties as BDO may deem necessary in relation to BDO's implementation of the FA function and Face function("FA function and Face function-related information").

4.3 For security reasons, BDO does not store your FA function and Face function -related information and shall be stored locally in Client's mobile device. As such and consistent with Clause 6 below, Client shall remain responsible for the storage and use of his/ her FA function and Face function-related information.

5. Availability and use of the FA function and Face function / complaint procedures

5.1 The use, continued availability, and security of the FA function and Face function shall be dependent on Client's mobile unit provider, mobile device's imbedded security and technical features, and availability of software updates as provided by third parties NOT related to BDO. For this purpose, it is suggested that Client be aware of these considerations before enabling the FA function and Face function of his/her own mobile device.

5.2 It is recommended that should Client have concerns on the use of the FA function and Face function of his/her mobile device to direct the same to his/her respective mobile unit provider's customer care details and complaint procedures.

6. Security of your mobile unit/ Loss Procedures

6.1 Clients have full responsibility over the security of their mobile device/s. BDO shall not be liable for any unauthorized use / misuse of the FA function and Face Function due to theft or loss of the mobile device/s.

6.2 In the event of a loss mobile device or when the security thereof is compromised for whatever reason, Client may unsubscribe any lost or compromised mobile device/s using the Online Banking Enrollment Services feature. To do this, a Client who wishes to un-enroll or unsubscribe a lost or compromised mobile device shall do the following:

- a. Go to www.bdo.com.ph
- b. Go to Online Banking, and log in
- c. Go to Enrollment Services

d. Go to Mobile Devices

e. In this menu, a list of all mobile device/s (phones, tablets, etc.) containing the Mobile Banking application downloaded by Client will be displayed. Client can then simply delete the specific compromised or lost mobile device, and this mobile device can now no longer access the Mobile Banking application.

7. Provisions for Indemnity

7.1 Client understands that the FA function and Face function is a service independent of BDO's Mobile Banking application and BDO does not provide any warranty, whether implied or express, relative to Client's use of the FA function and Face function, whether by agreement, in law, or by equity. Further, BDO does not represent that the FA function and Face function will be available at any given period, or shall be a dependable service, or that it shall comply with the intended purpose provided by Client's mobile unit provider.

7.2 For this purpose, Client shall hold BDO free and harmless, and shall indemnify BDO, from and against any and all claims, demands, causes of actions, liabilities, losses, damages, costs and expenses which may at any time be imposed upon, incurred or suffered by, or asserted against BDO in connection with any acts, omissions or circumstances arising out of or relating to Client's transactions using the FA function and Face function, Client's improper or unauthorized use of the FA function and Face function, any act or omission of Client's mobile or internet service provider, any breach by Client of the Guidelines, infringement of third party intellectual property rights or any other matter or transaction contemplated by the Guidelines (other than any such acts or omissions amounting to gross negligence or willful default on the part of BDO).

7.3 This clause shall be without prejudice to Client's right of indemnity from his/her mobile unit provider as may be applicable.

8. General Provisions

8.1 No failure or delay by BDO in exercising or enforcing any right or option under the Guidelines shall operate as a waiver thereof or limit, prejudice or impair BDO's right to take any action or to exercise any right as against Client or render BDO responsible for any loss or damage arising therefrom.

8.2 In the event any provision of the Guidelines is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose herein, such invalidity, voidability or unenforceability shall affect neither the validity of the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.3 The Guidelines shall be construed in accordance with and governed by the laws of the Republic of the Philippines and shall be construed in conjunction and in complement with the BDO T&C.

8.4 BDO reserves the right to amend the Guidelines at any time. BDO will endeavour to notify Client regarding any amendment, modification and/or revision of the Guidelines. The continued use by Client of the FA function and Face function will constitute acceptance of the revised and/or modified Guidelines.