

## **BASIC ACCOUNT TERMS AND CONDITIONS**

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

### **1. Definitions**

As used herein, unless otherwise specified:

1.1 "Account" shall mean both the **Basic Account** and/or **Basic Plus**.

1.2 "ATM" shall mean automated teller machines owned and/or maintained by or on behalf of BDO and/or the ATM Network Participants.

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

1.4 "**Basic Account**" shall mean a reloadable, electronic money instrument opened and maintained by Client with BDO having an account number as its unique identifier. This is governed by E-Wallet regulations of the Bangko Sentral ng Pilipinas (BSP) under Section 702 of the Manual of Regulations for Banks (MORB).

1.5 "**Basic Plus**" shall mean savings deposit account opened and maintained by Client with BDO, each having an account number as its unique identifier. This account is governed by the deposit account regulations of the Bangko Sentral ng Pilipinas (BSP) under MORB 921 and by the BDO Terms and Conditions Governing Deposit Accounts.

1.6 "Branch of Account" shall mean the BDO branch selected by the owner of the Basic Account or Basic Plus as his/her branch of account.

1.7 "BDO Pay Application" shall mean the application installed in Client's mobile device which allows Client to access his/her Account.

1.8 "BDO Pay App PIN" shall mean a personalized digit code used to access the BDO Pay Application on Client's mobile device.

1.9 "BDO Pay Card" shall mean the physical card, the issuance of which is requested by Client with his preferred BDO branch and linked to Client's Account. The BDO Pay Card may be used for POS transactions and withdrawal at ATMs.

1.10 "Card PIN" shall mean a personalized digit code used to access the BDO Pay Card and make ATM/CDM/Point-of-Sale (POS) transactions.

1.11 "CDM" shall mean cash deposit machines owned and/or operated by BDO.

1.12 "Inactive Account/s" shall mean Account/s that have no Client-initiated financial transaction for: a) one (1) year for **Basic Account**; and b) two (2) years for **Basic Plus**.

1.13 "Client/s" shall mean the person who owns and maintains the Account and in whose name the BDO Pay Card is issued.

## 2. Account Opening and Access

By opening an Account, Client agrees to be bound by these Terms and Conditions, as well as the Terms and Conditions Governing Deposit Accounts for **Basic Plus**, and to provide BDO with accurate and updated information. BDO may verify any information being submitted by Client for the Account opening with a third party verification vendor as it may deem necessary. BDO reserves the right, at its sole and absolute discretion, to approve and disapprove the opening of an Account, without need of informing Client of the reason for its disapproval of the application.

Clients may use their Account to perform any or all of the following peso-denominated services:

- (i) purchase items/goods/services at accredited merchants;
- (ii) withdraw cash via designated automated teller machines ("ATM") locally;
- (iii) receive/transfer value from/to another Account;
- (iv) balance inquiry;
- (v) change Card PIN for ATM and POS use, via ATM;
- (vi) load/reload value;
- (vii) pay bills;
- (viii) purchase prepaid mobile load;
- (ix) view transaction history and/or statement of account through BDO Online and BDO Pay (collectively, the "BDO Apps"); and
- (x) such other uses as may be allowed by BDO.

Client shall have access to his/her Account via the BDO Apps. In addition to the above channels, Branch services are only available for **Basic Plus**.

## 3. Account Services, Fees, and Limits

3.1 The **Basic Account** can only be funded through transfers from other BDO bank accounts or through the BDO Cash Deposit Machine and through available non-BDO Branch channels (i.e. funds transfers from other banks).

Funding of the **Basic Plus** can be done through all available channels including deposit through the BDO branches.

3.2 Cash-in to the **Basic Account** or deposit to the **Basic Plus** 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 cash in or deposit was actually made. The amount verified by BDO shall be conclusively deemed to be the correct amount cashed in or deposited by Client to his/her Account.

3.3 The transaction slip which is electronically or manually generated at the time the cash-in or deposit shall not bind BDO until verified as true and correct by BDO, and actually reflected on the Client's **Basic Account** or **Basic Plus**, as applicable.

3.4 In accepting transactions of Clients with third parties through the use of the BDO Pay Card and/or Account, such as bills payments, POS purchases, airtime reloads and the like, BDO merely serves as a conduit between Client and the payee/merchant, and BDO shall not be held liable for any action or claim which may arise between the payee/merchant and Client, the latter hereby agreeing to hold the Bank free and harmless therefrom. Client undertakes and confirms that he/she/it shall be responsible for the correctness of the information placed by Client, including but not limited to the account name, account number, and other identifying transaction reference.

3.5 With the use of the BDO Pay Card and/or Account using the user and security credentials of Client, Client accepts full responsibility for all transactions made with the use of the BDO Pay Card and/or Account. All transactions using the BDO Pay Card and/or Account (including without limitation, withdrawal, transfer, deposit and payments) shall be deemed by BDO as having been made with the knowledge of or authorized by Client and shall be valid and binding upon Client. Client accepts BDO's record of transactions as conclusive and binding for all purposes. Client further agrees to waive any and all rights and remedies against BDO in connection therewith.

3.6 BDO may, from time to time, upon giving notice, impose fees and charges for the use of the BDO Pay Card and/or Account. Client hereby authorizes BDO to debit his/her Account or collect against any other assets which the Client maintains with BDO, for the amount of such fees and charges without need of further notice, demand, act or deed without incurring any liability therefore or as a result thereof. For this purpose, Client hereby grants to BDO such powers and authority as may be necessary or appropriate to effect the foregoing, including but not limited to making inquiries and/or disclosures and effecting set-off against the bank accounts or assets of the Client in the possession of BDO. Client hereby ratifies and confirms all that BDO may lawfully do or cause to be done under the premises.

If at any time there are insufficient funds in the said Account and there are no other assets of the Client maintained with BDO to cover fees and charges, BDO may suspend or terminate the use of the BDO Pay Card and/or Account without prior notification and without BDO incurring any liability as a result thereof. The updated fees and charges can be found on the [BDO website](#).

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

#### 4. Account Security and Maintenance

4.1 Clients have the option to avail of a BDO Pay Card which can be used for POS purchases and cash withdrawals via ATMs.

4.1.1 BDO Pay Card replacement shall be coordinated at any BDO branch, subject to card replacement fee as may be imposed by BDO.

4.1.2 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.

4.1.3 Captured Cards retrieved from the ATM by BDO shall be destroyed after three (3) days.

4.2 Client shall secure his/her BDO Pay Card and/or Account transactions and personal information and hereby 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 BDO Pay Card,
- Nominate a Personal Identification Number (PIN) as soon as the BDO Pay Card is received,
- Not to use easy to guess PIN such as birth date, sequential numbers (i.e. 123456, 987654), same digits (i.e. 888888, 111111),
- Keep BDO Pay Card Number, Card PIN and BDO Pay Card Security Code confidential,
- Regularly change PIN. To change the Card PIN, Client is required to insert the BDO Pay Card in a BDO-designated ATM card slot and enter his/her self-nominated PIN in the ATM,
- Perform ATM transactions in well-lighted and safe areas,
- Not to entertain strangers offering assistance while using an ATM,
- Keep eyes on the BDO Pay Card when paying for purchases,
- Update Client contact information with the Branch of Account (for both Basic Plus and Basic Account) or by calling the Client Hotline (for Basic Account only),
- Not to share Client's BDO Online Banking credentials (i.e. username/password) with anyone,
- Not to disclose One-Time PIN (OTP),
- Not to share Client's BDO Pay Card details to a 3rd party (i.e. sales offer, magazine subscription), and
- Regularly monitor transactions and Account balance and immediately report to the Branch of Account or Client Hotline any discrepancy or inaccuracy noted in transactions or Account balance within 30 days from transaction date.

4.3 Client agrees and undertakes to comply with the following authentication procedures, as may be amended or supplemented by BDO from time to time:

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

- For Online Banking/BDO Pay Application transactions – Enter Username and Password + One Time PIN (OTP) on new devices or BDO Pay App PIN/Device Biometrics when transacting on a trusted device.

4.4 Client acknowledges and agrees that the BDO Pay App Pin/Card 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, its personnel, agents or assigns.

4.5 In the event the BDO Pay Card is lost or stolen or the Account is compromised, Client agrees to immediately report the same by calling BDO Client Contact Center (8888-0000 or other tel. nos. that may be made available by BDO). For lost or stolen BDO Pay Card linked to a **Basic Account** or **Basic Plus**, Client shall likewise immediately submit a notarized Declaration of Loss (regardless of the outstanding balance of the account), accomplished ATM Debit Card Form, and one (1) valid ID to any BDO Branch. If the loss or theft of the BDO Pay Card occurred on a Saturday, Sunday, legal holiday or on a day or time when BDO is otherwise closed for business, these will be submitted on the next banking day. Prior to receipt by BDO of Client's report of loss, theft, or account compromise, all transactions generated by the use of the BDO Pay Card and/or Account shall be deemed conclusively binding upon Client and BDO will not be held liable for any loss or damage incurred by Client.

4.6 In case of a compromised BDO Pay Card, where BDO receives information that the BDO Pay Card number, name, and/or expiry date have been obtained by an unauthorized source/party, BDO shall suspend and tag the BDO Pay Card as "hot" and suspend its use to prevent its unauthorized use, and BDO shall immediately notify Client of the suspension and tagging of the BDO Pay Card and issue a replacement BDO Pay Card to Client. For compromised mobile devices, please refer to the BDO Pay Application or Electronic Banking Terms and Conditions, as applicable.

4.7 The BDO Pay Card is for the exclusive use of Client and is not transferable. The BDO Pay Card may be linked to only one Account at any given point in time. The BDO Pay Card shall be used only for lawful banking and other transactions allowed by BDO with respect to the Account (i.e. ATM/CDM transactions and POS debit/purchase transactions). It may be used on BDO's and/or ATM Network Participants' ATMs, cash dispensers, POS terminal networks, and/or other electronic devices, subject to the payment of the corresponding fee per withdrawal. Client agrees to sign the BDO Pay Card immediately upon receipt thereof and to keep the BDO Pay Card in a secure and safe place.

4.8 Client must not use, or allow anyone to use, his/her Account or any of the Bank's channels or services for activities prohibited under the Republic Act No. 12010 (Anti-Financial Scamming Act [AFASA]), its Implementing Rules and Regulations, and other applicable laws. These include, but are not limited to: allowing another person to use or control one's Account or online banking profile; receiving or conducting transactions involving funds connected to scams or fraud; providing false or misleading information that enables such activities; bypassing the Bank's security or fraud-prevention controls; sharing account credentials with unauthorized persons; or opening an Account under a fictitious name or another person's identity.

4.9 The BDO Pay Card is the property of BDO and BDO may, at any time, 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 BDO Pay Card. BDO may cause the ATM to capture the BDO Pay

Card automatically or suspend any services at any time without notice to Client. Client agrees to return the BDO Pay Card to BDO no later than one (1) month from the date of BDO's request. The BDO Pay Card is valid for five (5) years from date of Card issuance and shall be subject to replacement initiated by Client upon expiry, unless earlier cancelled or terminated.

4.10 Client shall report occurrences of ATM or CDM crimes (e.g. robbery, vandalism) to BDO by calling BDO Client Contact Center (8888-0000 or other tel. nos. that may be made available by BDO). In case the BDO Pay Card and/or the Account is suspected by BDO or government authorities to be involved in ATM crimes or fraud cases, Client expressly consents to and hereby irrevocably authorizes BDO to pursue investigation in accordance to Philippine laws and in relation thereto, to make inquiries into the Account and/or disclose Client information or Account transaction to the appropriate government authorities.

## **5. Account Termination or Suspension**

5.1 Client may request BDO to terminate or suspend the use of the BDO Pay Card and/or Account by calling BDO Client Contact Center or visiting the Branch of Account to make such request. BDO shall, on a best-effort basis and to the extent practicable, immediately effect the requested cancellation or termination. Client shall remain responsible for any transactions made on the Account until the time of termination or suspension of the use of the Card and/or Account. Client warrants in the event of his/her request for termination of the Card, to properly dispose the Card.

5.2 BDO may terminate or suspend Client's use of the BDO Pay Cards and/or Account at any time, subject to notice, in the following cases:

5.2.1 The Basic Account/s has/have zero balance and has/have no Client-initiated financial transaction for 365 days/1 year;

5.2.2 When the Account is already subject to inactivity fees;

5.2.3 Client has breached these Terms and Conditions;

5.2.4 BDO learns of Client's bankruptcy, insolvency, liquidation, dissolution, death, incapacity, or other analogous circumstances, or that Client 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 Client;

5.2.5 There is a finding of probable cause against Client for offenses involving moral turpitude;

5.2.6 Client filed a petition for voluntary proceedings or a petition for involuntary proceedings is filed against Client under the Financial Rehabilitation and Insolvency Act of 2010 (Republic Act No. 10142), either personally or by any corporation, partnership or entity to which Client is connected;

5.2.7 If in BDO's reasonable opinion, Client's Card and/or Account is/are being used for any unlawful or illegal activity or transaction;

5.2.8 In case of freeze order, asset preservation order, stay order, closure, termination, suspension, garnishment, hold-out or other similar restrictions on the Card and/or Account;

5.2.9 There exist other reasonable grounds to do so, as determined by BDO.

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

## **6. Client's Information and Consent**

Client 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 Client information and/or Account information and reports to third parties, such as but not limited to service providers, consumer reporting or reference agencies, government regulatory agencies, law enforcement agencies and to other banks, creditors, financial institutions, loyalty program partners, and/or merchant partners, for the following purposes: (a) as BDO may deem necessary for purposes of performing its obligations or enforce its rights against Client, (b) as may be required by law or regulation, and/or (c) for such other lawful purposes as BDO may deem fit or necessary which may include fraud assessment, fraud investigation and tracing, fraud reporting and fraud prevention;

6.2 Release, disclose, submit, share or exchange any Client information and/or Account Information to BDO’s remittance tie-ups, partners, agents, subsidiaries (local and/or foreign) in connection with remittance transactions involving Client and/or his/her Account;

6.3 Inform Client about BDO Pay Card/Account updates, promotional offers of BDO or its Related Companies, advertisements, surveys or announcements, or alerts on potential threats or suspicious activities through mail, electronic mail, short messaging service (SMS), social media, phone, or any other means of communication, all of which the Client is given the option to opt-out from; and

6.4 Use or share with third parties the information Client 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, and/or merchant partners, and/or to develop and make offers which Clients may receive through email or through other means of communication.

For the above purposes, Client hereby waives his/her confidentiality rights under the relevant bank secrecy laws such as but not limited to Republic Act Nos. 1405, 8791, and 8484, as amended) (otherwise known as The Secrecy of Bank Deposits Law, The General Banking Law of 2000, Access Devices Regulations Act of 1998). If this consent is hereby given in electronic or digital form by the Client, such digital or electronic consent shall constitute the equivalent of the written consent required under the foregoing laws, and Client hereby affirms that BDO can rely on such digital or electronic consent as the equivalent of his/her written consent to the foregoing.

In addition, Client gives his/her consent as required under Republic Act No. 10173 (otherwise known as the Data Privacy Act of 2012) for the processing of his/her data, including the necessary disclosures to give effect to the foregoing purposes and the processing of the transactions of the Client.

Client hereby agrees to indemnify and keep BDO and Related Companies, 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 Client information and/or Account information as set out above.

The disclosure consent herein granted by Client shall continue to be valid and effective until the termination of the Account.

## **7. 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 Client by third parties) in connection with the implementation of transactions made with the use of the BDO Pay Card and/or Account, in the following instances:

7.1 Disruption, failure or delay relating to or in connection with the use of the BDO Pay Card and/or Account 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, problems related to computer hardware and/or software (including bugs and viruses), disruption and/or failure of BDO's systems and facilities, typhoons, floods, public disturbances and calamities, government declared restrictions, and other similar or related cases;

7.2 Fraudulent or unauthorized utilization of the BDO Pay Card and/or Account due to theft, unauthorized disclosure or breach of security or confidentiality of the Card Number, Card PIN, Card Security Code, Username and Password, BDO Pay App PIN or biometrics, either via phishing/vishing/smishing, shoulder surfing, social engineering or violation of other security measures, committed by Client or through Client's negligence;

7.3 Any loss, damage or inconvenience resulting from actions taken in good faith to comply with applicable laws, including but not limited to the AFASA, BSP related regulations, or other related laws or regulations. This includes, but is not limited to, freezing accounts, reversing or returning funds, suspending transactions, or disclosing information to individuals or entities allowed by law. Such actions shall not constitute a breach of confidentiality, contract, or fiduciary duty. Client agrees to indemnify and hold the Bank free and harmless from any claims, liabilities, or losses arising from or in connection with our compliance with these laws;

7.4 Inaccurate, incomplete or delayed information received by BDO due to disruption, interconnectivity issues or failure of any communication facilities or electronic device used for transaction using the BDO Pay Card and / or transactions on the Account;

7.5 Mechanical defect in or malfunction of the electronic device on which the BDO Pay Card is used (i.e. ATM, CDM, POS, etc.); the BDO Pay 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, interconnectivity or network upon which the ATM/branch computer is critically dependent on normal and efficient operations;

7.6 Improper, unauthorized use of the BDO Pay Card's facilities and electronic devices (i.e. ATM, CDM, POS, etc.); or recklessness or accident in connection with the use thereof; and/or

7.7 Failure or violation by Client of the terms and conditions of these Terms and Conditions.

The above provisions shall survive the termination or suspension of the Account and/or the right to use the BDO Pay Card.

## **8. Liability Limitation**

In the event that BDO is found liable for any act or omission in connection with BDO Pay Card and/or Account, BDO's liability will be limited to Client's actual proven damages or loss incurred, subject to results of BDO's internal investigation. BDO shall not be liable for any special, consequential or indirect damage, such as but not limited to loss of opportunity or loss of profits, suffered by Client from the use of the Card and/or transactions on his/her Account even if BDO has been advised of the possibility thereof. This provision shall survive the termination or suspension of the Account and/or the right to use the BDO Pay Card and/or Account.

BDO shall have no liability whatsoever for any loss or damage incurred by Client arising from Client's breach of or non-compliance with the provisions of Section 4 of these Terms and Conditions

## **9. ATM/POS/Online/Web Merchants Network**

Client understands that the BDO Pay Card and/or BDO Pay App may be used in ATMs/POS terminals of BDO and the ATM Network Participants and Online/Web Merchants. Client agrees that BDO does not have control over the ATM Network Participants through which Client 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 Client as a result of or in connection with (i) Client's inability to use or delay in the use of his/her BDO Pay 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. Client 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. In the event that the BDO Pay Card is captured in other bank's ATM, recovery thereof shall be subject to the other bank's process and handling for captured ATM cards, and Client shall directly coordinate with the other bank for release of the BDO Pay Card. The Client hereby agrees that it shall hold BDO free and harmless from any claim, loss or damage that may be suffered by Client as a result of the BDO Pay Card being captured in other bank's ATM.

## **10. Accredited Establishments**

BDO has an agreement with partner establishment/s whereby the BDO Pay Card shall be honored at all partner establishment/s at all times. However, BDO shall not be liable to Client if, for any reason, such partner establishment/s does not honor the BDO Pay Card. Client agrees to hold BDO free and harmless from any and all claims or liabilities as a result of the refusal of any partner establishment/s to honor the BDO Pay Card. Moreover, Client shall not hold BDO responsible for any defective product or non-performance of a service purchased through the use of the BDO Pay Card or for any dispute between Client and the establishment.

## **11. 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 Client at the email address, address or any of the addresses indicated in his account. Notices shall be deemed received by Client 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. Client shall immediately notify BDO of any change in his/her address, contact details, as well as other data previously indicated in this online application form. Until BDO is notified of such change, it will continue to use the information and data on file with it.

## **12. Authority to Debit, Reverse and Adjust Transaction**

In case of over-credit, erroneous credit, failure to debit, erroneous debit, mis-posting, or any error in transaction involving any amount (any and all of which shall be referred to as "Amount/s Due to BDO") to the Account as appearing in the records/books of BDO, and for whatever cause such as but not limited to systems error or error in communications facilities, Client 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, Client irrevocably authorizes BDO/its representatives to effect the debiting of funds from Account 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 Client's Account 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, civil, criminal, and/or administrative remedies. Pending full recovery or collection by BDO of the Amount/s Due to BDO, Client shall hold the said amount in trust for BDO. Failure of Client 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 Client.

BDO may, without prior notice to the Client, reverse, charge back, adjust or debit any credits/payments/remittance made to the Account in the event they are found by BDO pursuant to its policy and based on a legitimate complaint and satisfactory proof that the transaction is invalid due to but not limited to: i) mistake or erroneous posting/remittance, ii) cancelled remittance transactions, iii) transactions subject of a stop payment orders and verification, and iv) fraud, forgery, misrepresentation, or any other illegal or suspicious activities, and the Client is not entitled to the proceeds thereof. The debited proceeds, if any, shall be disposed of by BDO in accordance with its policy, law, principles of equity, and applicable rules and regulations of BSP. This is without prejudice to the right of BDO to immediately close or hold the Account in accordance with the provisions hereof.

## **13. Provisions Specific to a Basic Account**

13.1 To open a **Basic Account**, Client must be at least eighteen (18) years of age and will need to provide required information and one (1) valid government ID. Client can open a **Basic Account** through the BDO Pay App, the website (online portal), branch or kiosk. Violation of this requirement is a ground for termination of a **Basic Account**, and BDO shall immediately terminate the **Basic Account** upon knowledge of such violation, upon notice to Client.

13.2 The **Basic Account** is not a deposit account and is not insured by the Philippine Deposit Insurance Company (PDIC). The **Basic Account** is an e-money instrument that can be redeemed at face value.

13.3 BDO reserves the right to charge an inactivity fee of PHP 50/month after one (1) year of inactivity (i.e. no Client-initiated financial transaction) for the **Basic Account**. When the **Basic Account** reaches zero

balance after having been inactive for more than one (1) year and after deductions of inactivity fee have been made, the **Basic Account** shall be automatically closed without further notice to the Client.

#### **14. Provisions Specific to Basic Plus**

14.1 The **Basic Plus** is insured by the PDIC. The opening and maintenance of **Basic Plus** shall be governed by the Terms and Conditions Governing Deposit Accounts and these Terms and Conditions shall serve as supplementary terms to the Terms and Conditions Governing Deposit Accounts. In the event of conflict between the provisions of the Terms and Conditions Governing Deposit Accounts and this Terms and Conditions, the provisions of this Terms and Conditions shall prevail.

14.2 A **Basic Plus** account is dormant if there is no client-initiated activity for two (2) years.

#### **15. Client Complaint**

Any complaint regarding the BDO Pay Card, the Account, and/or transactions using the BDO Pay Card and/or the Account shall be communicated to BDO Client Contact Center. BDO endeavors to respond to the complaint within seven (7) to ten (10) working days from receipt of such complaint with complete documentation. For concerns, Client may call BDO Client Contact Center at (02) 8888-0000. To learn more about BDO Client Assistance Mechanism, please visit [bdo.com.ph/consumer-assistance](http://bdo.com.ph/consumer-assistance).

Client shall immediately report to BDO Customer Contact Center any of the following:

- Loss of the Card;
- Suspected or actual compromise or fraudulent activity on the Account;

Client acknowledges that full cooperation is required for the resolution of disputed transactions, including participation in verification processes and recovery efforts.

BDO may place a temporary hold on funds subject of a disputed transaction for a period not exceeding thirty (30) days. Unless a court order requires otherwise, the hold shall not exceed thirty (30) calendar days. Client shall be notified upon implementation and lifting of the hold.

If Client is the receiving party of a disputed transaction, Client may challenge the complaint or request lifting of the hold by submitting supporting documents to substantiate the legitimacy of the transaction.

If Client is the complainant, Client shall confirm that all information provided is true and accurate. Filing false or misleading reports constitutes malicious reporting under applicable laws and may result in referral to authorities.

Upon completion of investigation, BDO shall notify Client of the results and disposition, which may include release of held funds or return of the held funds to the rightful owner.

If disputed funds have already been withdrawn or transferred prior to reporting, Client acknowledges that reversal may not be possible despite verification efforts.

Upon completion of the Bank's investigation of a disputed transaction under AFASA, the Bank may, in its absolute discretion and without prior notice, (i) debit Client's Account; (ii) adjust or reverse any

transaction determined by the Bank to be unauthorized or fraudulent; and (iii) reverse or impose any related interest, charges, and fees. Any provisional credit previously applied may be withdrawn or made permanent, as determined by the Bank. All determinations by the Bank shall be final and binding, save for manifest error, and shall be implemented in accordance with applicable laws, regulations, and the Bank's internal policies.

#### **16. Amendments/Revisions**

Client 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 BDO Pay Card and/or the Account. Any such addition, revision, or amendment will take effect and become binding on Client sixty (60) days after it is published, announced or displayed by means of posters duly displayed in a conspicuous place within the premises of BDO, or through its digital channels, or by any other means of publication or communication as determined by BDO.

BDO Unibank, Inc. is regulated by the Bangko Sentral ng Pilipinas. (<https://www.bsp.gov.ph>)