

## **BDO Personal Online Banking and Mobile 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 Personal Online and Mobile Banking Services

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 Personal Online and BDO Mobile 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, 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 Personal Online Banking and Mobile Banking can be used to access your BDO bank accounts and do transactions through BDO Personal Online Banking and BDO Mobile Banking provided you request to specifically enroll these accounts. The Bank may, at its absolute discretion, initiate the enrollment of your account/s in all or any of its BDO Personal Online and Mobile Banking Services as the Bank may deem necessary.

### **Acquiring Access to BDO's Personal Online and Mobile Banking Services**

To access your accounts through BDO's Personal Online and Mobile Banking Services, you must have a User ID and an online password for BDO Personal Online Banking and BDO Mobile Banking.

### **BDO Personal Online and Mobile Banking User ID and Password**

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

These must remain confidential to you alone and you must take all reasonable steps to prevent disclosure.

### **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/Mobile 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/ Mobile 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 device is unattended.

### **General Use**

You will not use or permit the use of your User ID and password/PIN/OTP 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 Personal Online and Mobile Banking Services.

Transactions carried out via BDO Personal Online and Mobile Banking Services are subject to all BDO conditions, fees and charges applicable at the time of the transaction. For Fees and Charges, please refer below.

The use of your User ID and password/PIN/OTP 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 Personal Online and Mobile 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's Personal Online and Mobile 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 Personal Online and Mobile Banking Services are conclusively considered as done with the consent of all co-depositors.

You can access your accounts via BDO's Personal Online and Mobile Banking Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of BDO's Personal Online and Mobile 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 agree to review and reconcile your transaction history details, for account balances, monthly credit card and bank statements. You should inform BDO of any errors or unauthorized transactions following accounts:

Bank Accounts: no later than ten (10) days;

Credit Card: no later than thirty (30) days from statement/transaction date.

from the receipt of the statement of account or transaction date.

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.

## **Customer Concerns**

We will resolve any complaint properly communicated within 7 to 10 banking days from BDO's receipt of the complaint, and that for complaints requiring more time to investigate and resolve, BDO will advise you accordingly, including the progress thereof. 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.

You must let us know as soon as you think there has been an error in your transactions carried out via BDO's Personal Online and Mobile Banking Services to BDO's Consumer Assistance Management Systems (CAMS) which can be found in the BDO website:

<https://www.bdo.com.ph/consumer-assistance>

BDO Unibank is regulated by the Bangko Sentral ng Pilipinas with contact number (+632) 8708-7087 and with email address [consumeraffairs@bsp.gov.ph](mailto:consumeraffairs@bsp.gov.ph), and webchat at [www.bsp.gov.ph](http://www.bsp.gov.ph).

When you tell us your concern, please:

- 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.

## **Transactions**

We will try to effect such transactions on your account/s as received via BDO Personal Online Banking and Mobile 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.

You shall hold BDO free and harmless, and shall indemnify/reimburse BDO, from any and all claims, liabilities, costs, payments, damages and expenses, arising out of or in connection with any payments made by you through Bills Payment Service including, but not limited to, payments which may have been made by mistake or on overdue or past due accounts or for any payment contrary to the requirements stated in the paragraphs above, such as, payments despite service disconnection, termination of contract, lapse of policy and/or the like. You shall also hold BDO free and harmless and shall indemnify/reimburse BDO, from any and all claims, liabilities, costs, payments, damages and expenses, arising out of or in connection with any failure by the Bank to process your request for payment when such request does not comply with BDO's requirements and standards.

Please access Frequently Asked Questions (FAQs) at <https://www.mybdo.com.ph/fo/faq> to find out the Cut-Off Time for your required transaction.

## **Inter Bank Fund Transfers**

Inter Bank Fund Transfer Send Money Facility (the "Facility") also allows Client to initiate domestic funds transfer transactions denominated in Philippine Peso to and/or receive funds from participating financial institutions of the Automated Clearing Houses (ACH).

### **a. Definition**

For purposes of this section, the following terms shall have the meaning below:

1. Automated Clearing House-a multilateral agreement among ACH participants governing the clearing and settlement of payment orders for specific payment streams operating under the National Retail Payment System (NRPS) consisting of the InstaPay and PesoNet credit payment schemes.
  2. Instapay - a real-time low-value electronic fund transfer(EFT) credit push payment scheme for transaction amounts of up to P50,000.
  3. PesoNet - a batch EFT credit payment scheme whereby the funds transfer instructions will be processed in bulk and cleared at batch intervals. The recipient of funds or Beneficiary will then receive the full value in their account within the same banking day provided the payment instruction of Sender is sent within the prescribed cut-off time/s.
  4. Beneficiary - the receiving party identified by the Sender of funds in the Interbank Funds Transfer Instruction.
  5. Beneficiary Account - the account maintained with the Receiving Institution that is identified by the Sender as the account to be credited with the amount specified in the Interbank Funds Transfer Instruction (as defined below).
  6. Clearing Switch Operators - provide clearing switch services pursuant to the requirements under the NRPS.
  7. Send Money Instruction (Instruction) - instruction submitted or entered by the Sender in the Facility to transfer funds from the Source Account maintained with the Bank for credit by the Receiving Institution to the Beneficiary Account as identified by the Sender.
  8. Originating Institution - is the financial institution with which the Sender maintains the Source Account and tasked to ensure that the Source Account and the amount specified for transfer are the same as the required details provided in the Instruction prior to processing the transaction
- Receiving Institution - is the financial institution with which the Beneficiary Account is maintained and tasked to ensure that the actual account number and the amount it credited are the same as the Beneficiary Account number and the amount specified in the Instruction received by it.
10. Sender - the party initiating the Instruction through the Originating Institution to transfer funds from his/her/its identified Source Account maintained with the Originating Institution to the Beneficiary Account maintained with the Receiving Institution using the Facility. Any fees charged for the Instruction will be for the account of the Sender.
  11. Source Account - the account maintained by the Sender with the Originating Institution which is identified by the Sender as the account to be debited with the amount specified in the Instruction.

### **Guidelines**

1. Client acknowledges that BDO may process Client's fund transfer request in accordance with its policies and procedures including but not limited to BSP Circular No. 980.
2. In initiating the Send Money Instruction, Client shall indicate the Source Account, the amount to be transferred, the Beneficiary's name and the Beneficiary Account details and other details as necessary in BDO's Personal Online and Mobile Banking Services.
3. Client acknowledges that the account number matching of the specified Beneficiary Account with the Receiving Institution shall be sufficient for the implementation of the Send Money Instruction.

4. Once the transaction has been completed, BDO shall not entertain any reversal request. When the originating institution has debited the amount, subject of the fund transfer and service fee amount from the source account, and the receiving institution has credited the beneficiary's account, the transaction is marked as completed.

5. Client agrees to coordinate directly with the receiving institution and/or the beneficiary should there be any disparities with the transfers (I.e., incorrect amount, incorrect beneficiary, etc.).

6. Client understands and agrees that BDO is not associated with any agreement between Client and Beneficiary in relation to the transfer. Should there be any discrepancy with the transfer (I.e., incorrect amount, incorrect account number), Client shall coordinate directly with the beneficiary to settle the account.

7. Client shall ensure that the Source Account is sufficiently funded to fulfil the send money functionality and answer the service fees imposed by the originating institution. In case the source account is not sufficiently funded, BDO shall not process the send money transaction. In all cases, Client shall be responsible for making alternate arrangements for the transfer.

8. The originating institution shall debit applicable fee/s from the Source Account.

9. Client represents and authorizes that he/she is compliant and shall continue to comply with all applicable laws, rules, policies and regulations including provisions of the Republic Act No. 9160 (Anti-Money Laundering Act of 2001), as amended ("AMLA") and BDO's terms and conditions, requirements and procedures in relation with the send money regulations. In this regard, Client agrees that BDO may require Client to submit additional information and/or supporting document/s, as it may deem appropriate, within the timeframes specified, to verify Client's compliance with the law, rules, and regulations, and/or may file necessary reports in compliance with AMLA. Should Client fail to provide the required information, BDO may refuse to process the send money transaction.

10. In the event the fund transfer transaction is cancelled due to reasons such as but limited to the following:

i. Sanctions screening;

ii. Wrong currency;

iii. Incorrect beneficiary details;

iv. Client initiated cancellation;

v. And/or any other reason decided by BDO and its regulations

Any refund by BDO will be processed net of costs incurred by it.

11. Client authorizes BDO to rely upon and implement, without liability, the fund transfer request received from Client. For this purpose, Client agrees to hold free and harmless and indemnify BDO for any expense, loss or damage incurred by Client due to BDO's reliance on the information provided by Client and/or acting upon Client's fund transfer request.

12. BDO will not be responsible or liable for any delay, non-performance or failure to perform any of its obligations under this Facility for reasons due to, arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God, natural disasters, calamities, earthquakes, fire, floods, wars, civil or military disturbances, sabotage, acts of terrorism, terrorist attacks, criminal acts or willful misconduct by a party other than the Bank, its officers or employees, epidemics, riots, interruptions, loss or malfunction of utilities or facilities, power outages, electrical or mechanical failure, computer hardware or software failure, system failure or system downtime, network or telecommunication failure, causes or acts attributable to third persons or parties, labor disputes, strikes, walk-outs, riots, lock-outs, rebellion or acts of civil or military authority or governmental actions. BDO shall not be responsible for any special, indirect, incidental, exemplary or consequential damages, including but not limited to lost profits or lost opportunities.

## **Liability**

a. 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 coursed through BDO Personal Online and Mobile Banking Services, including those in the following instances:

1. Disruption, failure or delay in implementing transactions which are due to circumstances beyond BDO's control, including fortuitous events such as but not limited to prolonged power outages, breakdown in computers and communication facilities, typhoons, floods, public disturbances, government restrictions, calamities and other similar or related cases;

2. Loss or damage Client may suffer arising out of any improper, fraudulent access or utilization of BDO Personal Online and Mobile Banking Services due to theft or unauthorized disclosure of username, passwords, OTP, either via phishing/vishing/smishing, shoulder surfing, or social engineering or violation of other security measures with, committed by the Client or through Client's negligence.

3. Inaccurate, incomplete or delayed information received by Client due to disruption or failure of any communication facilities used for BDO Personal Online Banking Services;

4. BDO action upon any instructions which are identified by any use of Client's BDO Personal Online and Mobile Banking Services. Username, Password and your OTP; or

5. Such other circumstances or reasons which may effectively prevent BDO from implementing the transaction.

b. Client shall be liable for any and all loss arising from unauthorized and/or erroneous transactions, except where the same is caused directly and solely by BDO's fraudulent act or gross negligence. Client agrees to hold BDO, its stockholders, directors, officers, employees and representatives free and harmless, as well as indemnify BDO, from any and all liabilities, claims, damages, suits of whatever nature, arising out of or in connection with the implementation and/or use of BDO's Personal Online and Mobile Banking Services, including any and all errors inadvertently committed by the client and any computer-related errors on the side of the Client resulting to BDO's failure to effect any instruction received/transmitted via BDO Personal Online and Mobile Banking Services.

c. Subject to the provisions herein, if BDO is found liable for any act or omission for any reason whatsoever, BDO's liability will be limited to Client's actual proven damages. BDO shall not be liable for any indirect, incidental or consequential loss, loss of profit or damage Client may suffer or have suffered by reason thereof.

## **Fees and Charges**

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

The fees and charges for the Send Money Facility can be found in the BDO website:<https://www.bdo.com.ph/send-money>

You authorize us to debit the account enrolled by you for the amount of our fees and charges payable on transactions made through BDO's Personal Online and Mobile Banking Services. If at any time there are insufficient funds in your account to cover fees and charges, we may: refuse to carry out your transaction thus, you will not incur any liability.

## **Termination of Service**

You may request that we terminate your access BDO Personal Online and Mobile Banking Services permanently by calling BDO Customer Contact Center, by selecting enrollment on Internet Banking, or by visiting a BDO's branch. You will remain responsible for any transactions made on your account until the time of cancellation.

That transactions scheduled by the client will not be affected by the termination of the online banking service.

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;
- 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)
- There is a finding of probable cause against Client for offense involving moral turpitude.

### **Data Privacy/Bank Secrecy**

- a. You acknowledge and agree that in your use of BDO regarding BDO's Personal Online and Mobile Banking Services, you provide your consent to BDO's Data Privacy Consent, which may be accessed at <https://www.bdo.com.ph/DataPrivacyConsent>.
- b. You hereby agree to waive any bank secrecy rights under Republic Act No. 1405 (Secrecy of Bank Deposits Act), as amended, Republic Act 6426(Foreign Currency Deposit Act of the Philippines), as amended, Section 55.1(b) of Republic Act No. 8791(General Banking Law) and any and all other laws on the confidentiality of bank deposits and hereby authorizes BDO to disclose, submit, share or exchange any information relating to you or your enrolled BDO Account to third parties, such as butnot limited to government regulatory agencies, your mobile service providers, and to other banks, creditors, financial institutions, loyalty program partners, merchant partners and/or service providers, for the following purposes: (a) as BDO may deem necessary for purposes of implementing BDO's Personal Online and Mobile Banking Services, (b) to enforce BDO's rights against you, (c) as may be required by law or regulation,and/or (d) 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.
- c. You confirm that BDO can rely and act, without liability, upon electronic or digital consent herein given as equivalent to your written consent, and treat such electronic or digital consent as fully authorized and conclusively binding on you. You shall likewise be liable for any direct expense, loss or damage incurred by BDO due to BDO's reliance on and/or acting upon the electronic or digital consent.
- d. Continued use of the BDO Personal Online Banking and Mobile Banking Services will mean acceptance of the BDO's Data Privacy Statement.

### **Consent to Receive Announcement**

You hereby agree to receive messages/announcements from BDO regarding BDO Personal Online and Mobile Banking service downtime advisories 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 sixty (60) days prior notice of such changes.

BDO will notify our clients through any of these channels- inbox feature of BDO Personal Online Banking and Mobile Banking Services, BDO Website, e-mail, call or SMS regarding any amendment, modification and/or revision in to these Terms and Conditions notify you through the inbox feature of BDO Personal Online Banking and Mobile Banking Services regarding any amendment, modification and/or revision in to these Terms and Conditions. Your continued use of BDO's Personal Online Banking and Mobile Banking Services will constitute acceptance of the revised and/or modified Terms and Conditions.

If by your act or omission, fault or negligence, BDO becomes involved in any litigation which may have relation with BDO's Personal Online Banking and Mobile 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% ofthe 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 Personal Online Banking and

Mobile 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 BDO's Personal Online Banking and Mobile Banking Services shall be subject to applicable requirements and procedures of government telecommunications or other regulatory authorities and those prescribed by law.

BDO Unibank, Inc. is regulated by Bangko Sentral ng Pilipinas with contact number (+632) 8708-7087 and with email address [consumeraffairs@bsp.gov.ph](mailto:consumeraffairs@bsp.gov.ph), and webchat at [www.bsp.gov.ph](http://www.bsp.gov.ph).

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