

The following Terms and Conditions shall govern the Client's use, avancement, or opening and maintenance, as the case may be, of the (i) **Online Account Opening**, (ii) **Online Banking**, (iii) **Deposit Accounts**, (iv) **ATM Debit Cards**, and (v) **Biometrics**, system, products and services of BDO Unibank, Inc. ("BDO/the Bank").

By clicking the "I Agree" button, the Client warrants that he/she has read and understood the applicable terms and conditions and agree to be bound by them.

COMMON TERMS AND CONDITIONS

MODIFICATIONS. Client agrees that BDO may amend or revise in whole or in part, these Terms and Conditions, and the features and functionalities of the service, account or system, as the case may be, and undertakes to be informed of said amendments and changes which BDO may publish or post from time to time in its website at www.bdo.com.ph, online/social media accounts, branches, and other channels and modes of communication as may be determined by BDO. Client's continued use of any of the services of BDO shall be presumed to be an acceptance of the then prevailing Terms and Conditions.

CLIENT CONCERNS/CONSUMER ASSISTANCE. Any complaint and formal notice of the Client in connection with the service and product under the Terms and Conditions must be directed to the Bank (i) by calling its BDO Customer Contact Center at telephone number: (+632) 8888-0000; domestic toll free number: #8888-0000 (PLDT and Globe provincial landlines only); international toll free number: IAC +800-8-CALLBDO (2255236); (ii) by sending an email to: callcenter@bdo.com.ph; (iii) by visiting the Branch of Account; or (iv) couring it to other contact channels provided from time to time. BDO's Consumer Assistance Management System, including the applicable time lines in handling concerns can be found at www.bdo.com.ph/consumer-assistance. BDO is regulated by the Bangko Sentral ng Pilipinas (<https://www.bsp.gov.ph>).

GOVERNING LAW AND VENUE OF ACTIONS. These Terms and Conditions shall be construed and governed by the laws of the Philippines. In case of suit, the Client agrees that the venue shall be the proper courts of Makati City, Philippines or any other place where BDO may subsequently transfer its principal place of business, to the exclusion of all other courts. However, this does not affect the Bank's right to pursue remedies in the proper courts of any other relevant jurisdiction.

All issuances, circulars, guidelines, rules and regulations of the Bangko Sentral ng Pilipinas (BSP), the Anti-Money Laundering Council (AMLC), the Securities and Exchange Commission (SEC) and such other regulatory bodies, shall form part of and shall be deemed incorporated by reference into these Terms and Conditions and the Client agrees that his/her use, avancement, or opening and maintenance, as the case may be, of the (i) Online Account Opening, (ii) Online Banking, (iii) Deposit Accounts, (iv) ATM Debit Cards, and (v) Biometrics, system, products and services of the Bank, shall likewise be governed by all applicable issuances, circulars, guidelines, rules and regulations of the BSP, AMLC, SEC and such other relevant government regulatory bodies or agencies.

LIMITATION OF LIABILITY. In case the Bank is found solely liable for any loss or damage in connection with or in relation to the use, avancement, or opening and maintenance of any system, product or account under the Terms and Conditions, the Bank's liability for loss or damage shall be limited to the actual damage or loss incurred. BDO shall not be liable for any special, consequential or indirect damage suffered by the Client, even if BDO has been advised of the possibility thereof. This provision shall survive the termination or suspension of these Terms and Conditions. If by Client's act or omission, fault or negligence, or internal dispute or conflicting instructions among Account Holder/s, BDO becomes involved in any litigation, Client shall pay all damages, fees and expenses incurred by BDO in such litigation, including but not limited to a reasonable amount of attorney's fees which amount shall not be less than 10% of the sum sought or Pesos: Fifty Thousand Pesos (P50,000.00), whichever is higher, and liquidated damages in the amount of Pesos: One Hundred Thousand (P100,000.00).

PRESCRIPTION. Subject to the limitations of liability of BDO provided in these BDO Terms and Conditions, Client agrees that any and all claims or complaints that he/she may have against BDO, its subsidiaries and/or affiliates, its shareholders, directors, employees and representatives (collectively "BDO") arising out of or related to the accounts, products and services of BDO shall be prescribed unless filed with the appropriate court or government agency within one (1) year from the date of questioned transaction. Failure to file a claim/complaint against BDO within the said timeframe shall constitute a bar and waiver of right to file action and renders the claim/complaint void.

NOTICES, CHANGE OF ADDRESS AND OTHER DATA. Unless otherwise provided herein, any and all notices, communications, and letters of demand required or allowed to be given under these Terms and Conditions shall be sent to the Client at any of the address/es or contact details indicated in BDO's records. Notices shall be deemed to have been duly given on the date of receipt, if delivered personally or by courier; or after fifteen (15) days from posting, if sent by mail; or on the date of transmission, if by facsimile, SMS or electronic mail. The Client shall immediately notify BDO of any change in his/her address, contact details, 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.

SEPARABILITY CLAUSE. If any one or part of the provision of these Terms and Conditions proves to be invalid or unenforceable in any way, this will not affect the validity or enforceability of the remaining provisions. The Bank is entitled to treat such invalid or unenforceable provision as modified in a way that makes it valid, while keeping with the original intentions and commercial objectives of the Terms and Conditions. If any provision of these Terms and Conditions proves to be unenforceable against the Client, this will not in any way affect the enforceability of that provision against other signatories or joint accountholders of the applied Eligible Account. The Bank's failure to strictly enforce any provision of these Terms and Condition at any given time shall not affect the Bank's right to strictly enforce either the same provision at any other time or any other provision at any time.

CONSENT TO THE GENERAL USE AND SHARING OF INFORMATION. The Client hereby acknowledge/s and confirm/s that he/she has read and understood the BDO Data Privacy Statement, which is available at <https://www.bdo.com.ph/privacy-statement> (the "Privacy Statement Website") or BDO's branch office. BDO reserves the right to amend its Data Privacy Statement, and the Client/Account Holder/s agree/s to apprise himself/herself on such updates by visiting the Privacy Statement Website from time to time. The Client understand/s that if he/she wish to access, update, or correct certain information, or withdraw consent to the use of any of the information, the Client will communicate it with BDO's Data Protection Officer through data_protection_officer_bdounibankinc@bdo.com.ph. Likewise, the Client may file complaints with, and/or seek assistance from the National Privacy Commission. The Client further acknowledge/s that BDO is committed to ensuring the confidentiality of the information under Republic Act No. 1405 or the "Secrecy of Bank Deposits Act", Republic Act No. 8791 or the "General Banking Law of 2000," and Republic Act No. 6426 or "The Foreign Currency Deposit Act" and other applicable laws, as they may be amended or supplemented from time to time, and will exert reasonable efforts to protect against the unauthorized use or disclosure of the information.

In compliance with the requirements of the Secrecy of Bank Deposits Act, the General Banking Law, the Foreign Currency Deposits Act, and the Data Privacy Act (Republic Act No. 10173), the Client hereby consent/s to the general use and sharing of account information, and personal and sensitive information obtained from the Client in the course of his/her transaction/s with any member of the BDO Group or Third Parties, such as merchant partners or service providers who are engaged or contracted by BDO to render services such as but not limited to legal, administrative, regulatory, or information technology services, fraud detection and prevention, or marketing studies or promotional offers, and BDO Partners,

which includes but is not limited to BDO's remittance partners, tie-ups, agents or correspondents (both local and foreign). The Client's information may be collected, processed, stored, updated, or disclosed by the BDO Group to its members, any credit information bureau, Governmental Authorities, Third Parties and BDO Partners: (i) for legitimate purposes, (ii) to implement transactions which the Account Holder/s request, allow, or authorize, (iii) to offer and provide new or related products and services of any member of the BDO Group or Third Parties and BDO Partners, and, (iv) to comply with the BDO Group's internal policies and its reporting obligations to any credit information bureau or Governmental Authorities under applicable laws, and, for this purpose, waive/s all of his/her rights and benefits under Republic Act No. 1405 (the Secrecy of Bank Deposits Act), Section 8 of Republic Act. No. 6426 (The Foreign Currency Deposits Act), Section 55.1(b) of Republic Act No. 8791 (The General Banking Law) and all subsequent amendments and supplements thereto, to the extent allowed by existing laws, rules and regulations.

CONSENT TO RECORDING; SERVICE QUALITY. Pursuant to Republic Act No. 4200 ("Anti-Wiretapping Law"), Republic Act No. 10173 (Data Privacy Act) and related laws, the Client hereby irrevocably authorizes the Bank to:

- a. record all telephone conversations and video conferences between the Bank and Client;
- b. keep a record of all instructions given by the Client using the Service;
- c. keep a record of all correspondences between the Bank and the Client, including but not limited to those transmitted via fax, electronic mail, as well as written instructions and telephone conversations and video conferences;
- d. listen, watch, replay and/or reproduce telephone calls and/or video conferences made in respect of the Service, to make written transcriptions thereof;
- e. communicate, disclose and use the contents of or the transcript of such video conferences, telephone calls to third parties for any of the following purposes:
 - i. for the Bank's performance of the Service and enforcement of its rights herein,
 - ii. for quality assurance and training purposes,
 - iii. to resolve any disputes between the Bank and the Client relating to the Service or the BDO Products, or
 - iv. as may be required or allowed under applicable laws and regulations.

The Client agrees that the recording shall be the sole property of the Bank. The Bank may store such recorded video call, telephone conversations, records and correspondences for such period as it may deem proper.