

BDO Debit Card Terms and Conditions

The following BDO Debit Card 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 a current and/or savings deposit account/s (single or multiple) opened and maintained with BDO in the Philippines, and with respect to which, the Card is issued/linked.

1.2 **"Branch of Account"** shall mean any BDO branch wherein the Account of the Cardholder was opened and is maintained.

1.3 **"ATM"** shall mean the automated teller machines installed, deployed and operated by or on behalf of BDO or by the ATM Network Participants, as the case may be.

1.4 **"Automated Teller Machine (ATM) Network Participant/s"** shall mean banks and other financial institutions who are, or in the future be, members or affiliates of BancNet, Mastercard/Visa- affiliated banks or such other ATM networks or affiliations that will allow BDO Debit Cards in their ATM systems and facilities.

1.5 **"Card"** shall mean BDO Debit Card, and such other debit cards that may be issued or acquired by BDO in the future.

1.6 **"Cardholder"** shall mean the owner of the Account and in whose name the Card is issued.

1.7 **"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.

1.8 **"Merchants"** shall mean a seller of goods, products and/or services and who accept the Card as a mode of payment.

1.9 **"Online/Web Merchants"** shall mean Merchants who sell their goods, products and/or services over the internet.

1.10 **"PIN" / "Personal Identification Number"** shall mean a personalized digit code used to access the ATM and make ATM/Point-of-Sale (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 Account/s 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 (i.e. ATM transactions, 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, 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 capture the Card automatically or suspend any service at anytime without notice to the Cardholder for any of the causes as provided under Section 20.2 below. The Cardholder agrees to return the Card to BDO upon the latter's request. The Card is valid for ten (10) years or less from Card Issuance, at the discretion of BDO 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 shall insert the Card in a BDO ATM card slot and enter his/her self-nominated PIN in the BDO ATM. For transactions using the Card, 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 the Card and Enter the PIN

- For POS transactions - Swipe/Insert the Card and Enter the PIN or Sign the transaction draft/invoice (depending on amount)
- For Contactless transactions - Tap only or Tap and PIN/Sign (depending on amount)
- For Internet/Online Payment transactions – Enter the Card Number and provide the 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, including BDO, under any circumstances.

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 in ATM, POS Terminal, or other modes as may be allowed by BDO, shall be credited to the Account only after verification by BDO. The date of credit 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, but shall not bind BDO until verified as true and correct by BDO.

4.3 In accepting transactions of the Cardholder with third parties with the use of the Card, such as but not limited to, bills payments, payments of purchases via POS, and airtime reloads, 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 (including without limitation, withdrawal, transfer, deposit and payments) 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.

4.5 In the event that the product purchased or service obtained by the Cardholder from a Merchant using the Card does not meet the expectations, needs or requirements of the Cardholder, any claim or dispute arising from said product purchased or service obtained using the Card shall be between the Cardholder and the Merchant, and either party shall hold BDO free and harmless from any dispute or claim arising from said product purchased or service obtained.

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 the Card is received
- Not to use easy to guess PIN such as birth date, sequential numbers (i.e. 123456, 987654), same digits (i.e. 8888, 1111)
- Keep the Card Number, PIN and Card Security Code confidential at all times
- Regularly change the PIN
- Perform ATM transactions only in well-lighted or safe areas
- Not to entertain strangers offering assistance while using an ATM
- Keep eyes on the Card when paying for purchases
- Update Cardholder contact information with the Branch of Account
- Not to disclose the One-Time PIN (OTP)
- Be cautious in sharing the Card details to a 3rd party
- Regularly monitor the Card transactions and Account balance and immediately report in writing to the Branch of Account any discrepancy or inaccuracy noted in transactions or Account balance no later than thirty (30) days from transaction date. Otherwise, all transactions reflected therein shall be considered conclusively legitimate.

6. Cardholder Information and Consent. The Cardholder authorizes BDO and its subsidiaries ("BDO Group"), 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 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, and to other banks, creditors, financial institutions, loyalty program partners, and/or merchant partners, for the following purposes: (a) as BDO may deem lawful and/or necessary for purposes of performing its obligations or enforcing its rights against the Cardholder, (b) as may be required by law or regulation

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

6.3 Inform the Cardholder about Card updates, promotional offers of BDO Group, advertisements, surveys or announcements through mail, electronic mail, short messaging service (SMS), social media, phone, or any other means of communication; and

6.4 Use or share with third parties the information that the Cardholder has provided and/or information derived from external sources for conducting internal marketing studies, surveys, marketing activities or promotional offers of BDO Group, and/or Merchant partners.

6.5 To enroll the Cardholder and the Card to programs, benefits and features of the Card which may be launched by Mastercard/Visa or the Card Brands from time to time.

If Cardholder wishes to be excluded from the recipient lists, Cardholder has to call BDO Contact Center or follow the opt-out instructions regularly sent to Cardholder. Moreover, if Cardholder finds any incorrect entry in the information held by Mastercard/Visa or in the information provided by Mastercard/Visa, Cardholder shall call BDO Contact Center for the appropriate action to be taken.

For the above purposes, the Cardholder hereby waives his/her confidentiality rights under the relevant bank secrecy laws such as but not limited to Republic Act Nos. 1405, 6426, 8791, 8484 and 10173 (otherwise respectively known as The Secrecy of Bank Deposits Law, Foreign Currency Deposit Act, The General Banking Law of 2000, Access Devices Regulations Act of 1998 and Data Privacy Act of 2012) and hereby agrees to indemnify and keep BDO and its 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 the Cardholder information and/or Account information as set out above.

The disclosure consent herein granted by the Cardholder shall continue to be valid and effective until the cancellation of the Card.

7. Indemnification/Liability Limitation. The Cardholder 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. Cardholder 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 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 and/or 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 pandemic or restrictions, 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, through any means, such as but not limited to, via phishing/vishing/smishing, shoulder surfing, or social engineering, with Cardholder's participation or through Cardholder's negligence;

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 for any reason; any delay in the crediting of any deposit to or debiting of payment from the Account for any reason, such as but not limited to, 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;

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; and/or

7.6 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, (ii) inability or delay in the service of the ATM, POS or Online/Web Merchants due to disruption, breakdown or failure of the BDO ATMs or that of the ATM Network Participants or the system of Online/Web Merchants, as the case may be, or the communication facilities linking the same, or (iii) unauthorized or fraudulent access or utilization of the Card or any ATM service.

7.7 Failure to comply or violation by the Cardholder of any of these Terms and Conditions.

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 will be limited to Cardholder's proven actual damages. 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 these Terms and Conditions.

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 Contact Center ((+632) 8888-0000 or other contact numbers 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. 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 affidavit of loss must be filed within the next banking day.

Prior to receipt by BDO of the 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.

In case of a compromised Card, where BDO receives information that the Card number, Card name, Card expiry date have been or may 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 the Cardholder of the tagging of the Card and issue a replacement Card to the Cardholder.

10. Unclaimed/Captured Cards. Unclaimed Cards shall be destroyed and disposed of 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 immediately. Card replacement may be coordinated at any BDO branch, subject to card replacement fee as may be imposed by BDO.

11. Reporting of ATM Crimes. The Cardholder shall report knowledge of occurrences of ATM crimes (e.g. robbery, vandalism) to his/her Branch of Account, or through BDO's Consumer Assistance Management Systems (CAMS) which can be found in the BDO website: <https://www.bdo.com.ph/consumer-assistance>.

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 irrevocably authorizes BDO to pursue investigation in accordance to Philippine laws and in relation thereto, to disclose Cardholder information or Card transaction to the appropriate government authorities.

12. ATM/POS/Online/Web Merchants Network. 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 and Online/Web Merchants, their ATMs or devices, or their procedures or controls in regard to data/information processing. The Cardholder understands and agrees that Card transactions may be subject to transaction fees as determined by BDO, the ATM Network Participants, the Online/Web Merchants or international networks 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. Any withdrawal/payment transaction made by the Cardholder outside the Philippines through the use of the Card 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 the Online/Web Merchants from where the payment transaction was made and up to the maximum amount permitted by and subject to other limitations imposed by that institution and BDO. 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 to Philippine Peso at the

exchange rate prevailing at the time of the transaction, as determined by BDO and/or Mastercard/Visa. Transactions shall be subject to transaction fees in such amount and currency as determined by BDO and the international network through which the transaction was coursed. If the transaction fee is not in Philippine currency, such transaction fees shall be converted to Philippine Peso at the exchange rate prevailing at the time of the transaction, as determined by BDO and/or Mastercard/Visa. Applicable foreign exchange mark-up rate is also applied to cover service fee and assessment fees charged by Mastercard/Visa. In the event of any adjustments, reversal, or refund to such cash withdrawals/payment transactions, the Cardholder shall be responsible for any cost and absorb any loss or charges associated with the currency exchange and irrevocably authorizes BDO to immediately debit any of these costs, loss or charges from the Account and/or charge the same against any funds of the Cardholder in the possession of BDO, its subsidiaries and affiliates.

14. Foreign Currency Transactions. For Card products billed in Philippine Pesos, all transactions made in foreign currencies other than U.S. Dollars will be converted to U.S. Dollars by Mastercard/Visa before being converted to Philippine Peso by BDO. For Card products billed in U.S. Dollars, all non U.S. Dollar transactions will be converted to U.S. Dollars by Mastercard/Visa. Cross Border Fee and Foreign Exchange Conversion Fee shall be applied on the converted amount in Philippine Peso or U.S. Dollars, depending on the card billing currency. For transactions made in the Philippines in currencies other than the billing currency, only the Foreign Exchange Conversion Fee shall be applied.

15. Mastercard/Visa 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 and 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.

16. 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 the Manual of Regulations of Foreign Exchange Transactions of the Bangko Sentral ng Pilipinas, and all other circulars, laws, rules and regulations pertaining to importation. Likewise, the Cardholder agrees and warrants that the proceeds of Card withdrawals/transactions 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 of the Philippines or the country where the withdrawal or transaction was made.

17. 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 any of the address/es or contact details indicated in this application form. Notices shall be deemed to have been duly given on the date of receipt, if delivered personally or by courier; after fifteen (15) days from posting, of transmission, if by facsimile, SMS or electronic mail. The Cardholder shall immediately notify BDO of any if sent by mail; or on the date 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.

18. Discretion. BDO has absolute discretion to make the services or Card transaction available to Cardholder, whether there are sufficient funds in the Account or not. BDO has the sole discretion to regulate, introduce, amend, vary, restrict, terminate, or withdraw the benefits, services, facilities, and privileges in respect of, or in connection with the Card, whether specifically relating to the Cardholder or generally to all or specific cardholders, without need of notice or responsibility to Cardholder and without giving any reason thereto. BDO has the sole discretion to require the Cardholder to contact BDO or to temporarily suspend the Card services in case BDO detects any unusual or suspicious activity. By using the Card services after any modification or change has been implemented, Cardholder agrees to any such modification or change. BDO shall not be liable to Cardholder if Cardholder is unable to gain access to the services that would allow the Card transaction.

19. Fees and Charges

19.1 BDO may, from time to time, upon giving notice, impose fees and charges for the use of the Card. The Cardholder hereby irrevocably 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 therefore or as a result thereof. If at any time there are insufficient funds in the said Account/s to cover the fees and charges, BDO may suspend or terminate the use of the Card without BDO incurring any liability as a result thereof.

19.2 Any and all taxes arising from the payment of fees and charges hereunder shall be for the sole account of the Cardholder.

20. Termination/Suspension of Card Use

20.1 The Cardholder may request BDO to terminate or suspend his/her use of the Card by calling BDO 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.

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

- i. The Cardholder has breached these Terms and Conditions;
- ii. 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;
- iii. 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 dubious, unlawful, or illegal activity or transaction;
- iv. In case of closure, termination, suspension, garnishment, hold-out or other similar restrictions on the Account/s; or
- v. BDO believes that there exists other reasonable grounds to do so.

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.

21. **Undertaking.** In case BDO makes any erroneous credit on the Account (such as but not limited to overcredit, double credits, misposting, failure to or erroneous debit, or any error in transaction for any cause whatsoever), the Cardholder shall hold the value of such erroneous credit in trust for BDO, and, as trustee of BDO, is obliged to immediately account for and return and deliver the same to BDO. For this purpose, the Cardholder irrevocably authorizes BDO to act for and on behalf of the Cardholder and immediately debit from the Account/s and/or to apply any credit balance, funds or properties of the Cardholder then in the possession of BDO, its subsidiaries or affiliates, the value of such erroneous credit without need of prior notice, or incurring any liability therefor; or hold further transactions on the Account/s until the value of such erroneous credit has been returned to, or recovered by BDO in full. This is without prejudice to the exercise by BDO of its right to enforce full recovery and collection of the value of the erroneous credit in case the 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 the immediate closure of the relevant Account/s, civil, criminal, and/or administrative remedies. Failure of the 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 the Cardholder.

22. **Cardholder Complaint.** Any complaint regarding the Card, the Account, or its use, or both, shall be communicated to the BDO Contact Center or through our BDO Consumer Assistance Management System at <https://www.bdo.com.ph/consumer-assistance>. Cardholder agrees and understands that BDO will endeavor to resolve any properly communicated complaint within 7 to 10 banking days from BDO's receipt of the complaint with complete information, and that for complaints requiring more time to investigate and resolve, BDO will advise the Cardholder accordingly, including the progress thereof. Cardholder agrees to fully cooperate with any such investigation by providing the necessary or required data, information, and documents.

23. **Amendments/Revisions.** BDO reserves the right to modify these Terms and Conditions at any time, subject to prior notice of sixty (60) days to Cardholder before effectivity thereof. Notice under this provision may be done through any of the following: posting at the Bank's official website at www.bdo.com.ph and/or at a conspicuous place within the premises of any BDO Branch, or by any other means of publication or communication as determined by BDO. Cardholder's continued use of the BDO Debit Card shall constitute acceptance of the revised and/or modified Terms and Conditions.

24. **Supplementary Agreement.** These Terms and Conditions shall serve as supplementary terms to the Terms and Conditions Governing Deposit Accounts.