

These Terms and Conditions set out the rights and obligations of the Client and BDO Unibank, Inc. (the "Bank"), in connection with the Client's use of the BDO Online Account Opening Service (the "Service") in order to apply for selected BDO products and services through Bank's website (the "BDO Products") including but not limited to:

- a. **BDO Online Banking**
- b. **Selected Deposit Accounts**
- c. **BDO ATM Debit Cards**
- d. **BDO Biometrics**

If there is a conflict between these Terms and Conditions and any other relevant terms and conditions of BDO products and or services availed through this Service, these Terms and Conditions will prevail insofar as it concerns use of the Service; and - relates to (a) Accounts opened and maintained with the Bank, (b) joint "and", "or" and "and/or" bank accounts (collectively, "Bank Accounts"), as well as (c) credit card and personal loan accounts in your name (together with the Bank Accounts, "Eligible Accounts"); provided that Online Account Opening available through the Service will vary depending on the type of Eligible Account.

1. USE OF THE SERVICE AND SERVICE FEATURES

- 1.1. The Client agrees that use of the Service will constitute the Client's acceptance of these Terms and Conditions as well as the Client's acknowledgement of the inherent risks in conducting any transaction over the Internet.
- 1.2. The Client agrees that the Service may be made available on all BDO Products, whether opened or availed now or in the future, including any joint accounts the Client holds with third parties. The Service is only available for the BDO Products and such other products which the Bank may determine from time to time.
- 1.3. In order to use the Service, the Client must be a Filipino Citizen or foreigner residing in the Philippines.
- 1.4. For Clients with an existing Digital Banking Account, the Client's Digital Banking Username and Password will enable the Client to login to the Service.
- 1.5. The Client agrees that the Bank may modify, add to, or remove certain BDO Products, or functionalities from the Service from time to time without prior notice to the Client. The specific BDO Products are covered by their Terms and Conditions as provided below.
- 1.6. The Client agrees that by uploading account opening documents, the Service will utilize an automated identification verification tool/system for New-To-Bank (NTB) Clients accessing the onboarding portal from any electronic device, as part of the Bank's Know-Your-Customer (KYC) process.

2. FREQUENTLY ASKED QUESTIONS (FAQs)

- 2.1. The FAQs as displayed on the website for the Service will include guidelines such as availability of the Service, accessing and operating the Service, functionalities of the Service, and the time it usually takes to complete particular types of transactions using the Service. Please refer to, and be guided by, these FAQs whenever the Client uses the Service.
- 2.2. The Client will be notified when modifications to the Service are made from time to time. The Client must take note of these modifications and be guided by the same whenever the Client uses the Service.

3. CLIENT'S RESPONSIBILITIES FOR SECURITY

- 3.1. To ensure that the Client alone is able to access and give instructions on the Client's Eligible Accounts using the Service, the Client must be vigilant and at all times maintain the succeeding security procedures.
- 3.2. To enable the Client to use the Service, he/she should have access to an updated online browser/application (app) with proper and secure internet connection.
- 3.3. The Client is responsible for the information he/she enters into the BDO Online Account Opening.
- 3.4. The Client must not allow anyone else to operate the Service on his/her behalf. The Client is responsible for ensuring that it is the Client who submitted the application using the Service, and that the Client who submitted the application using the Service is the same person during video call with one of Bank officers, as applicable.
- 3.5. The Client must not leave his/her System unattended while the Client is using the Service. This applies whether the Client's System is a device sourced independently or one provided by the Bank in any of its branches to access the Service. If the Client accesses the Service from a device in one of the Bank's branches, the Client is responsible for ensuring that he/she has successfully logged out before leaving the branch.
- 3.6. The Client agrees to comply with all other requirements designed to secure his/her use of the Service, as set out in the FAQs or notified by the Bank in any other manner.

4. CLIENT'S AUTHORITY FOR THE BANK TO CARRY OUT INSTRUCTIONS

Instructions Issued Using the Service

- 4.1. The Client agrees that his/her usage and entering of personal information and uploading of documents into BDO Online Account Opening adequately identifies the Client for purposes of the Service and the Bank shall then be entitled to act on instructions issued using the Service without obtaining any further written or other confirmation from the Client. The Client agrees that this shall apply even if such instructions are not actually given nor authorized by him/her.
- 4.2. The Client agrees that any instruction issued or operation performed using the Service shall be deemed to have been received or executed only when the Client has received the Bank's confirmation that it has so received or executed the same. The Client agrees further that some instructions or operations may require additional steps (including but not limited to asking the Client to call or visit the Bank or other Bank verification processes) prior to complete processing and implementation. The Client understands that not all requests made through the Service may be immediately executed as some may require two (2) or more Business Days to process or complete. The Client agrees to be responsible for making inquiries to determine whether the processing time for the Client's intended request through the Service is practicable for his/her purposes.
- 4.3. The Client is solely responsible for ensuring the accuracy, adequacy and completeness of all instructions and information given by him/her using the Service and agree that the Bank is not obliged nor required (but however retain the option at our discretion) to verify the accuracy, adequacy and completeness of any of the Client's instructions. The Bank will not be liable for any loss or damage to the Client as a result of:
 - 4.3.1 the Client's instructions for a transaction being inaccurate, inadequate or incomplete in any manner; or

- 4.3.2 any failure, refusal, delay or error by any third party through whom a transaction is to be made, channeled, or completed, to act timely and/or properly to ensure completion of transaction in accordance with the Client's instructions.

Client's Liability for Unauthorized Instructions

- 4.4. The Client is responsible and liable for all loss and injury arising from or due to unauthorized use of the Service if the Client had acted in error, fraudulently, or negligently or if the Client had failed to act in accordance with any of the security obligations described in this agreement.

5. BDO ONLINE ACCOUNT OPENING SCHEDULING SYSTEM

- 5.1. The BDO Online Account Opening Scheduling System ("Scheduling System") is a BDO Online Account Opening Service to allow for orderly scheduling of account opening appointments with the Bank's Customer Contact Center Officers and/or chosen BDO branch of account and other financial transaction with the Client's chosen BDO branch of account.
- 5.2. The Client acknowledges that any and all appointments scheduled via the Scheduling System, although confirmed, may be subject to change by the Bank due to branch and/or Customer Contact Center personnel availability, volume of branch and Customer Contact Center transactions on a given appointment day, or for any other reason. If the Client's appointment schedule is changed before the date, the Bank shall inform the Client of such changes.
- 5.3. Once the Client has chosen and submitted his/her scheduled appointment in the Scheduling System, this schedule is deemed final. Any changes to the Client's submitted schedule will need reprocessing and reapplication under the Scheduling System.
- 5.4. If the Client is unable to go to the chosen branch of account or unable to appear on the video call at the exact appointed time, or if the Client is late for any reason, the Bank has the right to refuse service to the Client or may result in degradation of service, due to conflicts with previously scheduled clients.

6. BDO ONLINE ACCOUNT OPENING

- 6.1. The BDO Online Account Opening Service may be used to start the processing of opening a BDO Account.
- 6.2. Usage of this Service does not guarantee that the Client shall be granted or approved an account opening.
- 6.3. The Bank reserves the right to refuse opening or availment of BDO Products in the event that the Bank determines that the Client has failed to comply with these Terms and Conditions or the relevant terms and conditions of the BDO Product to be availed, fails to provide any of the required information or documents, or for other reasonable grounds as may be determined by the Bank. By using the Service, the Client hereby waives in favor of the Bank the confidentiality of the Client's information, including without limitation, the provisions of Republic Act No. 1405, as amended (the "Secrecy of Bank Deposits Act"), Republic Act No. 6426, as amended (the "Foreign Currency Deposit Act), Section 55 of Republic Act No. 8971 ("The General Banking Law"), The Data Privacy Act of 2012, and other laws/regulations and subsequent amendments, relative to the confidentiality and secrecy of bank deposits/account, placements, investments and similar assets in the custody of the Bank. The Client hereby authorizes the Bank to conduct random verification with appropriate government authorities or third parties, including banks and financial institutions, to establish authenticity of the Client information and documents submitted in relation to the processing and evaluation of the Client's application for the opening and availment of the BDO Product.
- 6.4. As part of the Eligible Account opening process, the Clients acknowledge and agree that the Bank may call or conduct a video call to verify the information and documents provided.
- 6.5. In relation to the Eligible Account opened and availed through the Service, the Client agrees to be bound by the following terms and conditions indicated below: a) General Provisions on Deposits; b) Special Provision on Deposit Accounts; c) BDO ATM Debit Card Terms and Conditions, as applicable; and d) Terms and Conditions of BDO Biometrics. If the Client does not have an existing Digital Banking Account, the Client agrees to the Client's enrollment in the BDO Online Banking.
- 6.6. The Client acknowledges that the Client may be required to visit a BDO Branch for:
- a) release of the ATM Card, Checkbook, or Passbook; or
 - b) further verification in relation to the account opening.
- 6.7. Once advised that the Eligible Account is opened, the Client agrees to fund the applied Eligible Account within seven (7) calendar days; otherwise the applied Eligible Account shall be closed without need of any notice to the Client.

7. OPERATING TIMES, CHANGES AND DISRUPTIONS

- 7.1. The Service will be available for use at the times reflected in the FAQs or otherwise notified by the Bank either through, written or electronic correspondence, prominent notices posted at the Bank's offices, branches, website or online/social media accounts. The Client acknowledges and agrees, however, that routine maintenance requirements, excess demand on the systems and various circumstances beyond our the Bank's control may result in the Service at times being unavailable during its normal operating hours, without prior notice to the Client.
- 7.2. The Bank may, at any time and without incurring any responsibility, modify the mode of operation of the Service, add, remove or otherwise change, suspend or terminate any of the facilities available relative to the Service, and to terminate the Service. In any of these events, the Bank will endeavor to provide the Client with sufficient notice under the circumstances.

8. SERVICE SOFTWARE AND HARDWARE

Software compatibility

- 8.1. The Client is solely responsible for the installation, maintenance and operation of his/her System (or other device with which the Client accessed the Service), for the software (including internet browser) the Client uses in accessing the Service, as well as for the maintenance of an account with a third party internet or online service provider to enable the Client to connect to the internet. In addition to the Client's obligations to comply with Section 3 at all times, it is also the Client's responsibility to ensure that the Service is compatible with any computer or other device from which the Client accessed the Service and any software in it. The Client agrees to hold the Bank free and harmless from any loss or damage the Client or any third party may suffer as a result of the Client's use of software incompatible with the functionalities of the Service.

Protecting against Viruses

- 8.2. The Client shall be solely responsible for ensuring that any computer or other device used to access the Service is adequately protected against Viruses. For this purpose, the Client shall take all reasonable practicable measures to ensure that any computer or other device with which you the Client may access the Service is free of any computer virus or similar device or software including without limitation, devices commonly known as software bombs, Trojan horses and worms (together "Viruses").

Access and Devices

- 8.3. The Client warrants to the Bank that the Client shall not access the Service using any computer, mobile phone or other device which the Client does not own unless the Client has first obtained the owner's permission to do so. The Client will be solely liable for any loss or damage suffered by the Client, the Bank or any third person may incur as a result of any such access use or access to the Service using a third party owned computer, mobile phone or device.
- 8.4. The Bank shall not be responsible for any service through which the Client access the Service or any reliant system that are not controlled by the Bank; The Client shall be solely responsible for complying with all the terms and conditions of such services including payment of all charges connected with it, as well as for any loss or damage incurred by the Client, the Bank, or any third party, as a result of, or incidental to, the Client's use of any such service.

Ownership Rights to the Service Software

- 8.5. By permitting the Client's access to the Service, the Bank is granting the Client a non-exclusive, non-transferable, temporary license to use the Service Software strictly to access the Service, and for no other purpose. The Service Software and all other material and information supplied to the Client, including the FAQs, contain valuable and proprietary information that belong to the Bank or others. The Client must not:
- 8.5.1 use them except in connection with accessing the Service;
 - 8.5.2 take copies, sell, assign, commercially rent, sub-license, otherwise transfer them to any third party; or
 - 8.5.3 try to decompile, reverse-engineer, input or compile any of the Service Software.
- 8.6. If the Client accessed the Service from a country outside the Republic of the Philippines ("Philippines"), the Client is responsible for complying with the local laws of that country, including (but not limited to) obtaining any license needed for using the Service in that country.

9. BREACH

The Client shall hold free and harmless from, and shall indemnify the Bank for any cost, loss or damage which the Bank, the Client or any third person may incur or suffer as a result of the Client's non-compliance with or nonfulfillment of any provision of these Terms and Conditions. This shall be in addition to any other rights or remedies that the Bank may have against the Client under these Terms and Conditions, other agreements between the Bank and the Client or under the law.

10. TERMINATING THE USE OF THE SERVICE

- 10.1. The Client may cancel access to the Service by simply exiting the BDO Online Account Opening website and/or closing your browser and System.
- 10.2. The Bank has the right to cancel, terminate or suspend the Client's use of the Service at any time. Unless circumstances, Bank policies or security considerations prevent the Bank from so doing, the Client shall be provided with prior notice of any cancellation, termination or suspension. Provided that the Bank may at any time cancel, terminate or suspend the Client's use of the Service without prior notice upon the Bank's determination of the Client's violation of these Terms and Conditions.
- 10.3. Cancellation, termination or suspension of the Client's use of the Service will not affect any instructions already issued using the Service. In case of joint accounts, the request by one joint account holder for termination of the Service will not affect use of the Service by the others in accordance with the provisions of these Terms and Conditions.

11. CLIENT CONCERNS

- 11.1. Any complaints and formal notices in connection with the Service should be directed to the Bank either by phone: (+632) 8888-0000; domestic toll free number: #8888-0000 (PLDT and Globe provincial landlines only); international toll free number: IAC +800-8-CALLBDO (2255236), email: callcenter@bdo.com.ph, written instructions: send to BDO Corporate Center, 7899 Makati Avenue, Makati City 0726, Philippines or other contact channels provided to you from time to time for this purpose.
- 11.2. Notices to the Client will be considered effectively given if delivered or transmitted to the address or contact details (like email address, mobile phone number, or other modes of communication provided) indicated in the Bank records.

12. RECORDINGS AND SERVICE QUALITY

For our mutual protection and to help resolve any future disputes between the Bank and the Client, the Client agrees that in relation to the Service or the BDO Products:

- 12.1. we may record all telephone conversations and video conferences between us and Clients of the Service;
- 12.2. the Bank may keep a record of all instructions given by the Client using the Service;
- 12.3. the Bank may listen and/or watch to and reproduce telephone calls and/or video conferences made in respect of the Service;
- 12.4. the Bank may keep a record of all correspondence between the Bank and Client, including but not limited to those transmitted via fax, electronic mail, as well as written instructions and telephone conversations and video conferences; and
- 12.5. the Bank may store such recorded video call, telephone conversations, records and correspondences for such period as it may deem proper, disclose and use the same in relation to any dispute involving the Bank.

13. ADVERTISING

The Client understands and agrees that the Bank may from time to time advertise Bank products and services, and those of other companies in the BDO Unibank, Inc. and subsidiaries, through the Service. If the Client has or shall have in the future, in connection with other agreements with the Bank, asked the Bank not to send the Client any marketing material, the Client agrees that such restriction will not apply to these advertisements.

By using this Service the Client hereby agrees and gives consent that the provided details may be used for the advertising of relevant BDO products, and this shall be done whether or not the Client avails of any products featured in this Services.

14. DEFINITIONS

The following words shall have the following meanings when used in these Terms and Conditions specific to the availed BDO Product:

Banking Day means a day (other than Saturday, Sunday or a public holiday) on which banks are open for business in the Philippines.

Service Software means any software supplied to the Client from time to time relative to the Client's access to the Service.

Frequently Asked Questions (FAQs) means the guidelines we provide from time to time on BDO Online Account Opening in connection with your operation of the Service, as supplemented by:

- > spoken guidelines (e.g. by any technical helpdesks we may operate); and
- > through any online help service available as part of the Service. We/us/our/Bank refers to BDO Unibank, Inc., a company incorporated in the Philippines, and duly licensed to operate a bank in the Philippines, with its business address at 7899 Makati Ave., Makati City, Philippines.

The Client refers to the customer/acountholder using the Service.

Your System means the equipment and any software installed on it used to access the Service.