

## **BDO ATM DEBIT CARD TERMS AND CONDITIONS**

The following 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:

**"Account/s"** shall mean current and/or savings deposit account/s (single or multiple) opened and maintained by the Cardholder with BDO, and with respect to which, the Card is issued/linked.

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

**"Card"** shall mean BDO ATM Debit Card and such other ATM Debit Cards that may be issued or acquired by BDO in the future.

**"Cardholder"** shall mean the person who maintains current/savings deposit account/s with BDO and in whose name, the Card is issued.

**"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.

**"PIN" / "Personal Identification Number"** shall mean a personalized digit code used to access the ATM and make ATM/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 Accounts, 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 with respect to the Account (i.e. Automated Teller Machine ["ATM"] transactions, Point of Sale ["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 retain the Card automatically or suspend any services at anytime without notice to the Cardholder. The Cardholder agrees to return the Card to BDO upon the latter's request.

3. **Card Activation/Authentication Process.**

**3.1** To first activate the Card, the Cardholder is required to insert the Card in a BDO designated ATM card slot and enter his/her self-nominated PIN in the ATM. 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 Card and Enter PIN
- For POS transactions - Swipe Card and Enter PIN or Sign 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 Card Number and provide 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 under any circumstances, including BDO. Withdrawal, transfer, deposit, payment of funds, and any other transactions entailing the use of the Card shall in all circumstances and at all times, whether with or without the Cardholder's authorization, be conclusively binding upon the Cardholder.

- 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 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 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 and shall not bind BDO until verified as true and correct by BDO.
- 4.3 In accepting transactions of Cardholders with third parties with the use of the Card through the ATM, such as bills payments, POS purchases, airtime reloads and the like, 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 the Bank 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 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.

- 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 Card is received.
- Do not use birth date as PIN.
- Keep Card Number, PIN and Card Security Code confidential
- Regularly change PIN especially when using the Card at other bank's ATM, local or abroad.
- Transact only in well-lighted or safe areas with ATM.
- Do not entertain strangers offering assistance while using an ATM.
- Keep eyes on the Card when paying for purchases.
- Update contact information with the Branch of Account

- 6. Cardholder Information and Consent.** Cardholder 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 Cardholder and/or Account information and reports as they may deem fit or necessary and for lawful purposes, including but not limited to consumer reporting or reference agencies, government regulatory agencies, and to other banks, creditors, financial institutions, loyalty program partners, merchant partners or service providers;
- 6.2 Release, disclose, submit, share or exchange any Cardholder information and/or Account Information to BDO's Remittance Tie-ups, Partners, Agents, Subsidiaries (local and/or foreign) in connection with remittance transactions involving the Cardholder and/or his Account; and

- 6.3 Use or share with third parties the information Cardholder 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, merchant partners, and/or to develop and make offers which Cardholders may receive through email or thru other means of communication.

For the above purposes, Cardholder hereby waives his confidentiality rights under the relevant bank secrecy laws such as but not limited to Republic Act Nos. 1405, 6429, 8791, and 8484 (otherwise known as The Secrecy of Bank Deposits Law, Foreign Currency Deposit Act, The General Banking Law of 2000, and Access Device Regulations Act) and hereby agrees to indemnify and keep BDO and Related Entities, 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 Cardholder shall continue to be valid and effective unless and until a written notice of revocation by Cardholder is duly served upon BDO and its Related Entities.

- 7. Indemnification/Liability Limitation.** In addition to other non-liability/indemnification provisions in favor of BDO, the Cardholder hereby agrees to indemnify and render BDO its directors, officers, employees and agents and assigns, free and harmless from and against any claim, cause of action, suit, liability, loss or damage of whatever nature which may arise as a result of or in connection with the 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, fortuitous events such as but not limited to prolonged power outages, breakdown in computers and communication facilities, computer-related errors, typhoons, floods, public disturbances and calamities 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, with or without the Cardholder's participation;
- 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; 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 or network upon which the ATM/branch computer is critically dependent on normal and efficient operations; and/or
- 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.

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 shall be limited to the amount of P25,000 or the actual damage or loss incurred, whichever is the lesser. 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 the right to use the Card.

- 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 Customer Contact Center (6318000 or other tel. nos. that may be made available by BDO) or the Branch of Account. The Cardholder shall likewise immediately file a affidavit of loss (in BDO prescribed form) personally with the Branch of Account (where the account is maintained). 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 report must be made within the next banking day. Prior to receipt by BDO of 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 the BDO receives information that the Card number, Card name, Card expiry date 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 Cardholder of the situation and issue a new Card for the Cardholder.

- 10. Unclaimed/Captured Cards.** 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. Captured Cards retrieved from the ATM by BDO shall be destroyed after three (3) days.
- 11. Reporting of ATM Crimes.** The Cardholder is encouraged to report occurrences of ATM crimes (e.g. robbery, vandalism) to BDO by calling BDO Customer Contact Center (631-8000 or other tel. nos. that may be made available by BDO) or the Branch of Account. 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 authorizes the sharing or disclosure by BDO to the public at large and/or to government authorities of information relative to such ATM crimes or fraud cases in order to deter and prevent proliferation thereof.
- 12. ATM/POS/Online/Web Merchants Network.** The Cardholder understands that 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 through which the Cardholder 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 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 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. The Cardholder 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.
- 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, from / involving his/her Account in the Philippines. Any withdrawal/payment transaction made by the Cardholder outside the Philippines through the use of the Card against his/her Account in the Philippines 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 Online/Web Merchants from where the withdrawal/payment transaction was made and up to the maximum amount permitted by and subject to other limitations imposed by that institution. 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 at the exchange rate prevailing at the time of the transaction. Transactions shall be subject to transaction fees as determined by BDO and the international network through which the transaction was coursed. Such transaction fees shall be subject to the exchange rate prevailing at the time of the transaction.

**14. 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 if, for any reason, such MasterCard/VISA accredited establishment does not honor the Card. 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. Moreover, the Cardholder shall not hold BDO responsible for any defective product or service purchased through the use of the Card or for any dispute between the Cardholder and the establishment.

**15. 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 CB Circular 1384, as amended, and all other circulars, laws, rules and regulations pertaining to importation. Likewise, the Cardholder agrees and warrants that the proceeds of Card withdrawals 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.

**16. 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 the address or any of the addresses indicated in this application form. Notices shall be deemed received by the Cardholder 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. The Cardholder shall immediately notify BDO of any change in his address, 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.

#### **17. Fees and Charges**

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

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

#### **18. Termination/Suspension of Card Use**

18.1 The Cardholder may request BDO to terminate or suspend its use of the Card by calling BDO Customer 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.

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

- a. The Cardholder has breached these Terms and Conditions;
- b. 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;
- c. 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 unlawful or illegal activity or transaction;

- d. In case of closure, termination, suspension, garnishment, hold-out or other similar restrictions on the Account/s; or
- e. BDO considers that there exists other reasonable grounds to do so.

18.3 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.

- 19. Undertaking.** In case of overcredit, erroneous credit, failure to debit, erroneous debit, misposting, or any error in transaction involving any amount, (any and all of which shall be referred to as "Amount/s Due to BDO") to Cardholder's Account/s as appearing in the records/books of BDO, and for whatever cause such as but not limited to systems error, error in communications facilities, Cardholder hereby agrees and undertakes to immediately return to BDO the Amounts/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, Cardholder irrevocably authorizes BDO/its representatives to effect the debiting of funds from Account/s 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 the Cardholder's 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 immediate cancellation or suspension of the relevant Account/s, civil, criminal, and/or administrative remedies. Pending full recovery or collection by BDO of the Amount/s Due to BDO, the Cardholder shall hold the said amount in trust for BDO. Failure of 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 Cardholder.
- 20. Cardholder Complaint.** Any complaint regarding the Card, the Account, and/or transactions using the Card shall be communicated to BDO Contact Center.
- 21. Amendments/Revisions.** The Cardholder 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 Card. Any such addition, revision, or amendment will take effect and become binding on the Cardholder from such time that the same is published, announced or displayed by means of posters duly displayed in a conspicuous place within the premises of BDO or by any other means of publication or communication as determined by BDO.
- 22. Terms and Conditions Governing Deposit Accounts.** These Terms & Conditions shall supersede and prevail upon the BDO ATM provisions found in the Terms and Conditions Governing Deposit Accounts. All the other provisions under the Terms and Conditions Governing Deposit Account shall remain to be effective.