

TERMS AND CONDITIONS

The terms "BDO" refer to BDO Unibank, Inc., and "Client" refers to each enrolled user of BDO Online Banking.

For the purpose of these Terms and Conditions, the term "BDO Online Banking" covers both the BDO Online Banking mobile application (the "BDO Online Banking application") and BDO Online Banking web as well as digital transactions via Automated Teller Machine (ATM), Cash Deposit Machine (CDM) or any BDO self-service machine.

These Terms and Conditions form the contract between Client as a customer and BDO as the provider of BDO Online Banking. By enrolling in and using BDO Online Banking, Client acknowledge and accept these Terms and Conditions. While BDO provides a secure system within which Client can conveniently carry out Client's banking transactions via Client's mobile phone, the web, ATM, CDM or any BDO self-service machine, Client is exclusively responsible to have secure communication lines and internet connection when utilizing BDO Online Banking. Client shall strictly and only access the correct website: www.bdo.com.ph in performing online transactions and/or sending personal information.

BDO Online Banking may be used to access Client's BDO bank accounts (the "BDO Account/s"), including the balance and transaction history on Client's registered BDO Account/s, and perform transactions through the BDO Online Banking application, as determined by BDO.

1. BDO Online Banking Username and Password

- a. Client's access to Client's BDO Account through BDO Online Banking requires Client's BDO Account details, contact details associated with Client's BDO Account, a designated username, and password. For this purpose, Client shall indicate his/her preferred username and password/Mobile PIN upon signing up for BDO Online Banking. Client acknowledges and agrees that his/her preferred username shall be unique to Client and when used together with Client's password will enable the user to access Client's BDO Account through BDO Online Banking.
- b. Client is responsible for keeping his/her username and password/Mobile PIN secure and confidential and shall be fully liable and responsible for all BDO Online Banking transactions performed using his/her username, password, and/or Mobile PIN. For this purpose and for security reasons, Client agrees to the following:
 - i. To change his/her password/Mobile PIN at least once every ninety (90) days;
 - ii. To ensure that the password/Mobile PIN selected is not related to any readily accessible personal data such as Client's name, birth date, address, phone number, 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 Client;
 - iii. Not to keep a written or electronic record of Client's username and password/Mobile PIN, or disclose these to any other person, including family, co-employees; and

- iv. To keep strictly confidential and not to disclose to anyone his/her personal information such as Client's address, mother's maiden name, telephone number, social security number, bank account number, e-mail address and Client's other personal data.

2. Biometric Access

- a. If available on Client's device, biometric authentication technology, including but not limited to fingerprint or facial data, may be used to login to the BDO Online Banking application instead of a username and password.
- b. Client acknowledges that activating biometric authentication for the BDO Online Banking application will allow any fingerprint or facial data stored on Client's device, now or in the future, to be used to access Client's BDO Online Banking, view Client's enrolled BDO Accounts, and authorize transactions. Client warrants that he/she will not activate biometric authentication for the BDO Online Banking application if he/she has any other person's biometric data stored on his/her device.
- c. Client acknowledges and agrees that if Client activates the biometric authentication notwithstanding someone else's fingerprint or facial data stored on his/her device, BDO Online Banking transactions effected using any of the biometric data stored on the device will be considered as authorized by Client and Client will be fully responsible for them.

3. OTP

- a. For BDO Online Banking Transactions requiring an OTP, the OTP shall be provided through SMS sent to the mobile number or email sent to the email address registered in Client's BDO Online Banking. For this purpose, "OTP" shall refer to the One Time Pin, a temporary numeric password that secures Client's BDO Online Banking login.
- b. Client acknowledges and agrees that:
 - i. BDO does not guarantee the delivery or prompt delivery of Client's OTP and that your receipt of any OTP may be delayed or prevented by factor(s) affecting your mobile device service provider(s) or internet service provider(s), and other factors outside our control.
 - ii. Client shall hold BDO, its directors, officers, employees and agents free and harmless from any and all losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from the non-delivery, delayed delivery or the misdirected delivery of an OTP and Client's failure or inability to access BDO Online Banking as a result thereof.
 - iii. Without prejudice to the generality of the foregoing, Client shall not (i) use the BDO Online Banking application issued or registered to another customer or in a mobile device other than his/her own, to generate an OTP and use the said OTP for his/her BDO Online Banking account, or (ii) permit a BDO Online Banking application issued or registered Client or in Client's mobile device to be used, activated, registered or accessed by another person.

- iv. Client is exclusively responsible for keeping Client's OTP and the password/Mobile PIN to Client's BDO Online Banking strictly secure and confidential, and take all necessary steps to prevent disclosure or discovery of Client's OTP, passwords/Mobile PIN, and any other code to/by any other party.

4. General Use

- a. Client shall comply with all guidelines, requirements, instructions and specifications relating to BDO Online Banking (including without limitation any registration and activation procedures) as may be prescribed by BDO in BDO's sole and absolute discretion.
- b. Client is exclusively responsible for ensuring the security of Client's BDO Online Banking, as well as Client's mobile device where the BDO Online Banking application is registered, and for keeping these protected from unauthorized use. Client will not permit the BDO Online Banking application registered on Client's mobile device to fall into the possession or under the control of any other person.
- c. Client shall not use or permit the use of Client's username and password/Mobile PIN or biometric data in whole or in part for any purpose, whether legal or illegal, other than as specifically intended to carry out Client's banking transactions and inquiries via BDO Online Banking.
- d. Transactions carried out via BDO Online Banking are subject to all BDO conditions, fees and charges applicable at the time of the transaction. The use of Client's username, password/Mobile PIN and device biometrics will serve as Client's irrevocable authorization for BDO to carry out initiated transactions in BDO Online Banking and these transactions shall be conclusively deemed valid and binding upon Client.
- e. BDO is not obliged to verify authenticity of any instruction received from Client through the use of BDO Online Banking and may therefore, without further inquiry, act on any directives contained in that instruction. BDO is entitled (but not obliged) to give effect to any instruction received, in the terms in which it was received. BDO records of any instruction shall be final and binding upon Client.
- f. Client shall immediately notify BDO by calling the BDO Customer Contact Center numbers provided in Section 15: (i) if Client's mobile device where Client's BDO Online Banking application is registered is lost or stolen, or fails to function as intended, (ii) if Client has any knowledge or reason to suspect that the security or confidentiality of any OTP, password/Mobile PIN or Client's BDO Online Banking has been compromised, or if there has been any unauthorized use of any OTP, password/Mobile PIN, and BDO Online Banking, and/or (iii) if Client replaces and/or changes the number of any mobile phone or device (as the case may be) used by Client for the generation and/or reception of OTP. Client is solely responsible and liable for all BDO Online Banking transactions which have been implemented prior to BDO's receipt of Client's notice and for all losses and consequences arising from or in connection with any failure by Client to comply with any of the foregoing.

5. Account Access

- a. Personal Joint OR Account may be available for viewing and/or for transactions upon accessing the BDO Online Banking app and website. For Joint OR Accounts, Client hereby irrevocably consents and agrees to be valid and binding upon Client all BDO Online Banking transactions made on such joint account through BDO Online Banking by any co-depositor. Client further warrants that all Client's BDO Online transactions are made with the consent of all co-depositors. BDO has the sole right and discretion to suspend the use or viewing of the joint accounts on the BDO online banking app and website.
- b. BDO has the absolute discretion to make BDO Online Banking available to Client. BDO has the sole discretion to regulate the use of BDO Online Banking. BDO reserves the right and is authorized to set or change the cut-off time, modify, restrict, withdraw, cancel, suspend, disable, remove, or discontinue any or all of the access and services at any time without prior notice if and when the Client: (i) fails to comply with the Bank's Terms and Conditions, (ii) fails to comply with laws, rules, policies and regulations; or (iii) if the Bank, at its sole option and discretion, reasonably determines that restricting, suspension, removal, disabling or discontinuance of access to or use of any or all of the BDO Online Banking services necessary to protect the interests of the Bank, its clients or third parties. BDO shall not be liable to Client if Client is unable to gain access to BDO Online Banking.
- c. Subject to Section 5.b, Client may access Client's BDO Accounts via BDO Online Banking seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of the services under BDO Online Banking may not be available due to maintenance and/or computer, telecommunication, electrical or network failure or for any other reasons.

6. Electronic Notice

- a. BDO may communicate with Client through SMS, email, social media, instant messaging applications, or any other means of communication, for prompts, reminders, and notices concerning Client's BDO Online Banking, Client's enrolled BDO Account/s, downtime advisories, featured services and marketing promotions ("Electronic Notice"). Client hereby acknowledges and agrees as follows:
 - i. Electronic Notices are sent to the transacting Client for convenience, information, notification or demand purposes,
 - ii. BDO does not guarantee the timely delivery or accuracy of an Electronic Notice and it may not be current at the time of delivery due to delivery lag time,
 - iii. Client authorizes the sending of unencrypted Electronic Notice, which may include Client's personal and account information, and
 - iv. Client is responsible for the security of Client's mobile phone, email account, and computer/electronic devices where the Electronic Notice may be sent, and shall immediately inform BDO of any changes to Client's mobile phone number and email address.

- b. Client agrees to hold BDO, its stockholders, officers, employees and representatives free and harmless against any and all liability, administrative, civil or criminal, resulting from Client's failure to update Client's mobile number or email address with BDO, including those relating to secrecy/privacy laws or regulations, if any Electronic Notice is viewed or accessed by any other person.

7. Access Through Mobile Devices

BDO may allow Client's access to BDO Online Banking via the use of Client's mobile phone or mobile device to include, without limitation, the following: viewing of BDO Account/s summary and details, Send Money, Pay Bills and Prepaid Mobile Reload. By using the BDO Online Banking, Client consents to the transmission of communications through the internet and Client's mobile phone/mobile devices and acknowledges that the internet and mobile phone/mobile devices are not necessarily secure communications and delivery systems, and understands the risks associated with it (among others, confidentiality, security, tampering and unauthorized use).

8. Accuracy of Information

- a. Client warrants the accuracy of the information he/she provides through BDO Online Banking. BDO shall not be responsible or liable for the accuracy or inaccuracy of the information provided by Client or for BDO's failure to transmit such information in the manner requested by Client. Client shall be fully responsible and liable for all Client's BDO Online Banking transactions, including any errors Client may commit therein.
- b. Client is responsible for verifying Client's BDO Online Banking transaction history details and statements to make sure that there are no unauthorized transactions. Client agrees to review and reconcile Client's transaction history details, account balances, monthly credit card and bank statements. Client agrees to inform BDO of any errors or unauthorized transactions in the following cases:
 - i. Bank Accounts: no later than ten (10) days from the receipt of the transaction date;
 - ii. Credit Card: no later than thirty (30) days from the statement of account
- c. Client shall be liable for all losses arising from Client's failure to promptly report to BDO any discrepancies, omissions, inaccuracies or incorrect entries. Client shall also be liable for all losses arising from Client's fraudulent or negligent acts, such as but not limited to, failing to properly safeguard Client's BDO Online Banking username, password and your OTP or failure to immediately report to BDO the loss, theft, or compromise of Client's mobile phone/mobile device.

9. Transactions

- a. BDO will implement such transactions, immediate or scheduled, on Client's BDO Account/s as received via BDO Online Banking, provided that Client's BDO Account/s is/are active and there are sufficient funds available in said BDO Accounts to cover any of Client's transactions. Any charges or penalties as a result of an unsuccessful

transaction due to insufficiency of funds or dormancy of the BDO Account will be Client's sole responsibility and account.

- b. BDO will implement cut-offs (Philippine time) during the day for certain transaction at 10:00 p.m. (the "Cut-off Time"). BDO Online Banking transactions made after the Cut-off Time 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 shall be for Client's responsibility. The said Cut-off Time may be changed without prior notice.
- c. The Client acknowledges the following BDO Online Banking Services may be amended, modified, supplemented or discontinued upon prior notice:
 - i. My Accounts - Client can view the list and the balances of each of his/her registered BDO Account/s.
 - ii. Account Details – Client can access the transaction history of registered BDO Account/s.
 - iii. Bills Payment – Client can request BDO to debit a specified amount from registered BDO Account/s to be credited to the nominated biller.
 - 1. BDO shall provide Source Account options that the Client may elect for a specific transaction. BDO reserves the right to expand or limit the source BDO Account options, at its discretion.
 - 2. Only active registered BDO Accounts with sufficient balances shall be available for bills payment. In case of insufficient funds in the nominated account, the payment request shall not proceed.
 - 3. Any discrepancy between the billing amount and the paid amount and/or between the customer reference number indicated in the biller enrollment and the customer reference number of the actual account with such biller shall be directly resolved by the Client and the biller. BDO shall not be held responsible for any such discrepancy or dispute. Neither shall BDO represent either party nor intervene in behalf of either party.
 - 4. BDO is authorized to disclose to any of the biller/s relevant information pertaining to Client, Client's BDO Account/s, and/or Client's transactions, as may be necessary for the processing and implementation of Client's requested transactions.
 - 5. Payment shall be for current/due bills only. Except as otherwise agreed in writing by BDO and the relevant billers, payments for past due or overdue accounts with service disconnection/termination of contract or lapse of policy shall be made directly to the collection offices of the biller/s, as the case may be.
 - 6. BDO's relationship to any of the billers may be cancelled and/or terminated at any time by either party without any written prior notice of such cancellation and/or termination to the Client.
 - 7. The Client 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 the Client through the Bills Payment Service including, but not limited to, payments which may be 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. Client 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 Client's requests for payment when such request does not comply with BDO's requirements.

8. It shall be the Client's responsibility to keep himself/ herself informed of the terms and conditions governing the biller/s' payment requirements, guidelines and procedures, including any amendments, modifications or supplements thereto. BDO shall not be responsible for delays, loss or damage arising out of circumstances beyond its control.
- iv. Other Transactions and Services - Client understands that he/she may be able to make other service requests and inquiries through the BDO Online Banking Services, such as but not limited to prepaid mobile reload, QR code generation, mobile number and email address update, debit and credit card - related requests and inquiries, for as long as any, some or all of these are made available by BDO through the BDO Online Banking Services
- v. New Features and Services - New features and services may be introduced by BDO from time to time.
- d. Clients can access the Frequently Asked Questions (FAQs) at www.bdo.com.ph/online-banking to find out the Cut-Off Time for his/her required transaction.

10. Inter Bank Fund Transfers

The 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:

- i. 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.
- ii. Instapay – a real-time low-value electronic fund transfer (EFT) credit push payment scheme for transaction amounts of up to PHP 50,000.
- iii. 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.

- iv. Beneficiary – the receiving party identified by the Sender of funds in the Interbank Funds Transfer Instruction.
- v. 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).
- vi. Clearing Switch Operators – provide clearing switch services pursuant to the requirements under the NRPS.
- vii. 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.
- viii. 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.
- ix. 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.
- x. 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.
- xi. 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.

b. Guidelines

- i. 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.
- ii. 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 Electronic Banking Services. 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.
- iii. 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.

- iv. 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.).
- v. 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.
- vi. 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.
- vii. The originating institution shall debit applicable fee/s from the Source Account.
- viii. 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.
- ix. In the event the fund transfer transaction is cancelled due to reasons such as but limited to the following:
 - 1. Sanctions screening;
 - 2. Wrong currency;
 - 3. Incorrect beneficiary details;
 - 4. Client initiated cancellation;
 - 5. And/or any other reason decided by BDO and its regulations

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

- x. 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.
- xi. In consideration of BDO’s implementation and performance of the services required under the Facility, Client agrees to indemnify and hold BDO, its subsidiaries and affiliates, its respective directors, officers, employees, representatives, agents, outsourced service providers, the ACHs or other parties under NPRS (including Clearing Switch Operators) free and harmless from any liabilities, costs, claims, losses, damages, or disputes which may arise therefrom or in connection with the implementation of this Facility.
- xii. 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.

11. 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 Online Banking, including those in the following instances:
 - i. 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;
 - ii. Loss or damage Client may suffer arising out of any improper, fraudulent access or utilization of BDO Online Banking due to theft or unauthorized disclosure of username, passwords, ATM PINs, Online Banking PINs either via phishing/vishing/smishing, shoulder surfing, social engineering or violation of other security measures with, committed by the Client or through Client's negligence; Inaccurate, incomplete or delayed information received by Client due to disruption or failure of any communication facilities used for BDO Online Banking;
 - iii. BDO action upon any instructions which are identified by any use of Client's BDO Online Banking Username, Password and your OTP; or
 - iv. 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 Online Banking, including any and all errors inadvertently committed by Client and any computer-related errors on the side of Client resulting to BDO's failure to effect any instruction received/transmitted via BDO Online Banking.

- 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.

12. Fees and Charges

- a. BDO may, upon prior notice, introduce or change fees and charges for Client's use of BDO Online Banking.
- b. The fees and charges for the Send Money Facility can be found in the BDO website: <https://www.bdo.com.ph/send-money>
- c. Client hereby irrevocably authorizes BDO to debit Client's enrolled BDO Account/s for the amount of BDO's fees and charges payable on transactions made through BDO Online Banking. If at any time there are insufficient funds in the enrolled BDO Account/s to cover fees and charges, BDO may: i) refuse to carry out Client's transaction without incurring any liability as a result of such refusal; or ii) overdraw Client's BDO Account by debiting fees and charges; or iii) debit any account Client maintains with BDO.

13. Termination of Service

- a. Client may request to terminate Client's access to BDO Online Banking by calling BDO Customer Contact Center or by visiting a BDO branch.
- b. BDO may terminate Client's access to the BDO Online Banking at any time and for any reason, upon giving Client seven (7) banking days prior notice of such termination.
- c. BDO may immediately terminate Client's access to the BDO Online Banking without prior notice for any of the following reasons:
 - i. Client has breached any of these Terms and Conditions;
 - ii. BDO learns of Client's death, bankruptcy or lack of legal capacity or that Client has committed an act of bankruptcy, that a bankruptcy petition has been presented against Client;
 - iii. There is a finding of probable cause against Client for offenses involving moral turpitude;
 - iv. Client filed a petition for voluntary proceedings or a petition for involuntary proceedings is filed against Client under the Financial Rehabilitation and Insolvency Act of 2010 (Republic Act No. 10142), either personally or by any corporation, partnership or entity to which Client is connected;
 - v. There is no activity (financial or non-financial) on Client's enrolled BDO Account/s for twelve (12) consecutive months;
 - vi. When BDO considers that it has other reasonable grounds to do so (in which case all reasonable effort will be made to advise Client of the circumstances of termination); or

- vii. At BDO's sole determination, BDO believes that there exists reputational, regulatory or legal risk if BDO allows Client's continued use of BDO Online Banking.

14. Data Privacy/Bank Secrecy

- a. Client acknowledges and agrees that in Client's use of BDO Online Banking, he/she provides his/her Data Privacy Consent, which may be accessed at <https://www.bdo.com.ph/DataPrivacyConsent>.
- b. Client agrees 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 Client or Client's enrolled BDO Account to third parties, such as but not limited to government regulatory agencies, Client's 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 the BDO Online Banking transaction, (b) to enforce BDO's rights against Client, (c) as may be required by law or regulation, and/or (d) for such other lawful purposes as BDO may deem fit or necessary.

15. Reporting Concerns

- a. Client shall report his/her concerns relating to the BDO Online Banking, to The Consumer Assistance Management Systems (CAMS) which can be found in the BDO website: <https://www.bdo.com.ph/consumer-assistance>.

Provided that, concerns relating to the loss of Client's mobile device where Client's BDO Online Banking application is registered, suspected or actual security breach concerning Client's BDO Online Banking, OTP, password/Mobile PIN, and/or replacement and/or change of number of any mobile phone or device (used by Client) for the generation and/or reception of OTP should be immediately reported to the BDO Customer Contact Center at the hotline numbers provided above.

- b. Client agrees to BDO's conduct of verification when he/she contacts BDO via BDO's hotline numbers.
- c. BDO shall only act upon Client's concerns when the following information are completely provided:
 - i. Client name and/or registered BDO Account number/s;
 - ii. details of the error or transaction as applicable, such as: date, merchant/subscriber number, amount, mobile number and reference number for the transaction in question.

- d. BDO will resolve any complaint properly communicated within seven to ten (7-10) banking days from the BDO's receipt of the complaint, and that for complaints requiring more time to investigate and resolve, BDO will advise Client accordingly, including the progress thereof.
- e. Client will be informed of the results of BDO's investigation. However, BDO does not guarantee reversal of Client's transaction that has been completely consummated.

16. Other Conditions

- a. BDO reserves the right to modify these Terms and Conditions at any time upon sixty (60) days prior notice to Client. **Client's continued use of the BDO Online Banking Application will constitute acceptance of the revised and/or modified Terms and Conditions.**
- b. If by Client's act or omission, fault or negligence, BDO becomes involved in any litigation which may have relation with BDO Online Banking, these Terms and Conditions, or with any rights, powers and remedies hereunder, Client shall pay all damages, fees and expenses incurred by BDO in such a 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 P10,000.00, whichever is higher and the costs of suit. Venue of all legal actions or proceeding arising out of or in connection with BDO Online Banking shall be exclusively brought in the proper courts of Makati City, Philippines or any other place where BDO may subsequently transfer its principal place of business.
- c. These Terms and Conditions 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 Online Banking shall be subject to applicable requirements and procedures of government regulatory authorities and those prescribed by law.

BDO representatives will never ask for Client's Online Banking account username and password, One-Time PIN (OTP), or credit card expiry date and CVV – even through official BDO channels. Any attempts to retrieve these types of information should not be entertained by Client and should be immediately reported to the BDO Contact Center.

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

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