

TERMS AND CONDITIONS GOVERNING THE USE AND ISSUANCE OF CASH CARD

1. **BDO CASH CARD.** BDO Cash Card (“the Cash Card”) is issued by BDO Unibank, Inc. Cash Card is a prepaid, reloadable, multi-purpose electronic value card, which can be used as a debit card for banking and other lawful transactions, local and international. Cash Card may be issued to Corporate and Retail clients, may be Pre-Embossed [with no name embossed thereon], or Embossed [with name embossed thereon]. As used hereunder, “Cardholder” shall refer to the named or designated Cardholder of the Cash Card or its/his authorized holder of the Cash Card, when applicable. Cash Card may only be redeemed at face value. It shall not earn interest nor rewards and other similar incentives convertible to cash, nor be purchased at a discount.
2. **INITIAL CASH CARD LOAD.** The initial load in the Cash Card shall be at least P100.00. The Cash Card shall neither be more than the maximum balance specified by the Bank nor be more than the combined reload limit of the cardholder set by BSP per month. BDO reserves the right to impose other amounts as initial/maximum Cash Card load.
3. **CASH CARD ACTIVATION.** The Cash Card is activated upon initial loading or credit of cash thru any of the channels referred to under Section 4 hereof.
4. **CASH CARD RELOAD.** (a) Cash Card can be reloaded thru any of the following: (i) Over-The-Counter (“OTC”) cash reload to the Cardholder’s designated Cash Card Number at designated BDO branches; (ii) OTC withdrawal from an existing CA/SA of the Cardholder and cash reload to the designated Cash Card Number of the Cardholder; (iii) Electronic transfer from the Cardholder’s CA/SA and/or Cash Card using e-Banking; and (iv) such other manner as may be prescribed by BDO.
5. **CASH CARD USAGE/FEES.** The Cash Card may be used to (i) purchase items/goods/services at accredited merchants; (ii) withdraw cash thru designated automated teller machines (“ATM”); (iii) receive/transfer value from/to another Cash Card Number; (iv) balance inquiry; (v) change Cash Card Personal Identification Number (“PIN”) for ATM and POS use, thru ATM; (vi) load/reload value; (vii) pay bills; (viii) purchase prepaid mobile load; and (ix) such other uses as may be allowed by BDO. BDO reserves the right to impose fee/s for Cash Card usage in such amount/s as it may reasonably determine.

All Cash Card purchase and/or withdrawal transactions in US Dollars made outside of the Philippines, shall be converted into its Philippine Peso equivalent, while purchases and/or withdrawal transactions in third currency shall be converted into US Dollars prior to conversion into their Philippine Peso equivalent. All US Dollar and Philippine Peso conversions shall be based on the prevailing BDO Foreign Exchange Rate at the time of transaction which shall be deemed as valid and binding upon the Cardholder. Applicable foreign exchange mark-up rate is also applied to cover service fee and assessment fees charged by MasterCard.
6. **AUTHENTICATION PROCEDURES.** The Cardholder agrees to comply with the following authentication procedures:
 - 6.1 For ATM transactions, insert the Cash Card in the ATM card slot and enter Cash Card PIN for ATM.
 - 6.2 For Contactless transactions, Tap only or Tap and enter PIN/Sign (depending on amount)
 - 6.3 For POS transactions using Cash Card, swipe the Cash Card on the POS terminal and enter Cash Card PIN for ATM and/or sign transaction slip.
 - 6.4 For Online Banking initial transactions, enroll Cash Card number in Online Banking and enter User ID and Password; for subsequent transactions, enter User ID and Password.
 - 6.6 For Phone Banking initial transactions, enroll Cash Card number in Online Banking, and enter telephone PIN (“TPIN”); for subsequent transactions, enter TPIN.
7. **RESPONSIBILITY OF THE CARDHOLDER.** The care and safety of the Cash Card is the sole responsibility of the Cardholder. The Cardholder hereby agrees to safeguard the Cash Card as if it were cash. The Cardholder agrees to comply with the following minimum responsibilities, particularly in respect of the following products and usage:
 - 7.1. Online Products and Services
 - a) Secure Login ID and Password or PIN
 - Do not disclose Login ID and Password or PIN
 - Do not store Login ID and Password or PIN on the computer.
 - Regularly change password or PIN and avoid using easy-to-guess password such as names or birthdays. Password should be a combination of characters (uppercase and lowercase) and numbers and should be at least 7 digits in length.
 - b) Keep personal information private
 - Do not disclose personal information such as address, mother’s maiden name, telephone number, social security number, bank account number or e-mail address unless the one collecting the information is reliable and trustworthy.
 - c) Observe internet security measures as follows:
 - Check for the right and secure website.
 - Before doing any online transactions or sending personal information, make sure that correct website has been accessed. Beware of bogus or “look alike” websites which are designed to deceive consumers.
 - Check if the website is “secure” by checking the Universal Resource Locators (URLs) which should begin with “https” and a closed padlock icon on the status bar in the browser is displayed.
 - To confirm authenticity of the site, double-click on the lock icon to display a security information of the site.
 - Do not send any personal information particularly password or PIN via ordinary e-mail.
 - Do not open other browser windows while banking online.
 - Avoid using shared or public personal computers in conducting e-banking transactions.
 - Disable the “file and printer sharing” feature on the operating system if conducting banking transactions online.

- Contact the banking institution to discuss security concerns and remedies to any online e-banking account issues.

7.2. Automated Teller Machine (ATM)

- Use ATMs that are familiar or that are in well-lit locations where one feels comfortable. If the machine is poorly lit or is in a hidden area, use another ATM.
- Have Cash Card ready before approaching the ATM. Avoid having to go through the wallet or purse to find the card.
- Do not use ATMs that appear to have been tampered with or otherwise altered. Report such condition to the bank which owns the ATM.
- Memorize ATM personal identification number (PIN) and never disclose it with anyone. Do not keep those numbers or passwords in the wallet or purse. Never write them on the Cash Card itself. And avoid using easily available personal information like a birthday, nickname, mother's maiden name or consecutive numbers.
- Be mindful of "shoulder surfers" when using ATMs. Stand close to the ATM and shield the keypad with hand when keying in the PIN and transaction amount.
- If the ATM is not working correctly, cancel the transaction and use a different ATM. If possible, report the problem to the bank which owns the ATM.
- Carefully secure Cash Card and cash in the wallet, handbag, or pocket before leaving the ATM.
- Do not let other people use your card. If Cash Card is lost or stolen, report the incident immediately to BDO Customer Contact Center at 631-8000.

8. **INACTIVE CASH CARD.** A Pre-Embossed Cash Card shall automatically be placed in inactive status after a period of one hundred and eighty (180) days of financial inactivity from the date of its last transaction. While an Embossed Cash Card shall automatically be placed in inactive status after a period of three hundred and sixty five (365) days of financial inactivity from the date of its last transaction.

9. **ACCREDITED MERCHANTS.** BDO has entered into an agreement with accredited Merchants whereby Cash Cards presented by Cardholders for the purchase of goods/services, will be honored by the accredited Merchants at the normal selling price or cost to cash card customers, without extra percentage or charge to the Cardholder.

10. **AUTHORIZED SALES OUTLETS.** The Cash Card shall be purchased only from BDO/its branches and BDO accredited partners. Any purchase of Cash Card made from any other person/entity not accredited nor expressly recognized or authorized by BDO, shall be at Cardholder's own risk.

11. **LOST/STOLEN CASH CARD.** Lost or stolen Cash Card shall be immediately reported by the Cardholder to BDO Customer Contact Center 631-8000, subject to submission of Declaration of Loss, presentation of valid ID, and other requirements as may be prescribed by BDO. Pursuant to the sole responsibility of the Cardholder for the care and safety of the Cash Card under Section 7 hereof, all transactions generated by the use of the lost/stolen Cash Card shall be deemed conclusively binding upon the Cardholder and BDO will not be liable for any loss or damage incurred by the Cardholder. Upon compliance with the requirements of BDO as determined by the latter, and provided that the lost/stolen Cash

Card is not expired at the time it was reported lost/stolen, a new Cash Card will be issued to the Cardholder and any outstanding balance of the lost/stolen Cash Card may be transferred to the new Cash Card Number after deducting any fee/s which may be due to BDO.

12. **DAMAGED/DEFECTIVE CASH CARD** - BDO shall replace damaged Cash Card (previously used) or defective Cash Card (never used), subject to the surrender of the said Cash Card, and provided that the Cash Card is not expired at the time of surrender. BDO shall issue a replacement Cash Card with value equal to the remaining balance of the damaged/defective Cash Card after deducting any fee/s which may be due to BDO. Replacement cost of damaged Cash Card shall be charged to the Cardholder, while replacement of defective Cash Card shall be issued at no cost to Cardholder.

13. **AMENDMENT.** BDO reserves the right to amend the Enrollment Form and Terms and Conditions and any such amendment shall be binding upon the Cardholder upon notice (by publication, or other means of communication, electronic or otherwise).

14. **UNDERTAKING.** In case of overcredit, erroneous credit or misposting of any amount to Cardholder's Cash Card Number as appearing in the records/books of BDO, and for whatever cause such as but not limited to systems error, error in communication facilities, Cardholder hereby agrees and undertakes to immediately return to BDO the overcredit, erroneous credit or misposted amount 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 due, in connection with the enforcement of BDO's right to recover and collect the overcredit, erroneous credit or misposted amount. For this purpose, Cardholder irrevocably authorizes BDO/its representatives to immediately freeze or put on hold the affected Account/s and/or effect the debiting of funds in the Cash Card Number to the extent of the overcredit, erroneous credit, or misposted amount, 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 overcredit, erroneous credit or misposted amount in case the Cardholder's Cash Card Number cannot be debited for any reason such as but not limited to insufficient balance, as well as the exercise by BDO of other 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 Cash Card, civil, criminal and/or administrative remedies. Pending full recovery or collection by BDO of the overcredit, erroneous credit or misposted amount, the Cardholder shall hold the said amount in trust for BDO. Failure of Cardholder to account for and return the overcredit, erroneous credit or misposted amount to BDO shall give rise to a prima facie presumption of misappropriation or conversion with intent to defraud, on the part of Cardholder.

15. **LIMITATION OF LIABILITY.** Without prejudice to the provisions of Section 7 and Section 16 hereof, the Cardholder agrees that BDO's liability for any loss or damage that the Cardholder may incur under this Agreement or from the use of the Cash Card shall in no case exceed the amount of P10,000.00 or the actual damage, whichever is lower. Any claim or complaint relative to any Cash Card transaction under the provision of this paragraph, must be presented within ten (10) days from the date of such transaction, otherwise, it shall be deemed irrevocably waived. This provision

shall survive the termination or suspension of the right to use the Cash Card.

16. NON-LIABILITY. BDO shall not be liable for any loss or damage of whatever nature in connection with transactions involving the Cardholder's use of the Cash Card, including but not limited to any of the following instances: (i) disruption, failure or delay relating to or in connection with Cash Card transactions due to circumstances beyond the control of BDO, fortuitous events such as, but not limited to prolonged power outages, breakdown in computers, peripherals devices and communication facilities, typhoons, floods, public disturbances and calamities and other similar or related cases; (ii) loss or damage which the Cardholder may suffer arising out of any fraudulent or unauthorized utilization of Cash Card due to theft or unauthorized disclosure of PIN/TPIN/Username/Password or violation of other security measures with or without the Cardholder's participation and/or arising out of authorized or unauthorized use of the Cash Card, and/or loss or damage arising out of card skimming (i.e. illegal copying of information from the magnetic strip of a credit or debit card, like the Cash Card) and/or use of skimmed Cash Card; (iii) inaccurate, incomplete or delayed information received due to disruption or failure of any communication facilities used for the Cash Card; (iv) mechanical defect in or malfunction of the electronic device on which the Cash Card is used (i.e., ATM, POS, Dongle, Reader, etc.); the Cash Card not being honored or being declined; any delay in the crediting of funds or debiting of payment from the Cash Card 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 for normal and efficient operations; and/or (v) improper, unauthorized use of the Cash Card's facilities and electronic devices (i.e., ATM, POS, Dongle, Reader, etc.); or recklessness or accident in connection with the use thereof. Further, BDO shall not be liable for any indirect, incidental, or consequential loss, loss of profit or damage that the Cardholder may suffer or has suffered by reason of the use or failure or inability to use the Cash Card under the terms of this Agreement. This provision shall survive the termination or suspension of the right to use the Cash Card.
17. AGREEMENT TO TERMS AND CONDITIONS. This Agreement shall be subject to existing policies and procedures of BDO relative to Cash Card which are deemed incorporated herein by way of reference, and as may be amended or supplemented by BDO from time to time. The Cardholder hereby agrees that his/her signature on this Enrollment Form and/or the use of the Cash Card, constitutes the Cardholder's agreement to these terms and conditions as well as the acceptance of the corresponding risks associated with the use of the Cash Card.
18. CASH CARD SERVICE. If the Cardholder is enrolled under a particular BDO Cash Card Service (i.e. payroll, remittance, etc.), and for as long as he/she is enrolled as such, the Cardholder agrees to be bound by the terms and conditions of the existing Cash Card Service Agreement, in so far as may be applicable. In case of conflict between the provisions of this Terms and Conditions and the Cash Card Service Agreement, the latter shall prevail.
19. COMPLIANCE WITH EXISTING LAW/S. The Cardholder hereby warrants that his/her use of the Cash Card, specifically, the transfer and/or receipt of funds thru the use of the Cash Card, does not and will not violate the applicable provisions of the Anti-Money Laundering Law / its amendment, and other pertinent laws, government rules or regulations. The Cardholder hereby render BDO free and harmless from any liability whatsoever which may arise from the Cardholder's violation of said laws, government rules or regulations.
20. DISCLOSURE OF INFORMATION. The Cardholder expressly agrees to the disclosure by BDO or its related company, as it deems fit, of any and all information about the Cardholder, his/her Cash Card, and/or his/her Cash Card transactions, to other companies, financial institutions, any third party, and/or any government regulatory agency, without BDO or its related company, incurring liability as a consequence thereof.
21. NO PDIC COVERAGE. The BDO Cash Card and the value stored therein is not a deposit account and is not insured by Philippine Deposit Insurance Corporation (PDIC).
22. JURISDICTION. The Cardholder (a) consents to any suit, legal action or proceeding arising from or in connection with this Agreement or any document issued in connection herewith, at the option of BDO, brought in Philippine courts, or in any courts in any jurisdiction in which the Cardholder and/or any of his/her properties or assets is or may be found or located; (b) consents to the bringing of any suit, legal action or proceeding to execute or otherwise to enforce any judgment rendered in any action filed in connection with this Agreement or any document issued in relation thereto, in the courts of any jurisdiction selected by BDO in which the Cardholder or any of his/her assets or properties may be found or located; (c) waives any objection to the laying of the venue of any such suit, action or proceeding in any such court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum; and (d) agrees that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon him/her and may be enforced in Philippine courts or any courts in any jurisdiction in which Cardholder or his/her assets is or may be found , by a suit upon such judgment.
23. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with Philippine laws or the laws in the jurisdiction in which the Cardholder or any of his/her assets may be found or located, at BDO's option.
24. CARDHOLDER COMPLAINTS. Any complaint regarding the Cash Card or its use, or both, shall be communicated to BDO Customer Contact Center at email address callcenter@bdo.com.ph and contact nos. (+632) 631-8000, Domestic Toll-Free Nos.: 1-800-10-631-8000 (PLDT); 1-800-3-631-8000 (Digitel); 1-800-5-631-8000 (Bayantel); 1-800-8-631-8000 (Globe), and International Toll-Free No.: (Intl. Access Code) + 800-8-6318000. If BDO deems it necessary, BDO will conduct an investigation on the complaint for its prompt resolution and communicate its findings to the Cardholder. The Cardholder agrees to fully cooperate with any such investigation by providing the necessary or required data, information, and documents.
25. BSP CIRCULAR NO. 649. To the extent applicable, these terms and conditions shall be subject to BSP Circular No. 649 Series of 2009 which is deemed incorporated herein by reference.