

TERMS AND CONDITIONS OF BDO BIOMETRICS

The following terms and conditions ("BDO Biometrics Terms and Conditions") shall apply to the Client's use and avilment of the BDO Biometrics System of BDO Unibank, Inc. ("Bank"). By enrolling one's biometrics and authorizing its use by the Bank, the Client hereby agrees to be bound by the BDO Biometrics Terms and Conditions:

1. Definition of Terms

As used herein, unless otherwise specified:

- 1.1 "Account" shall mean any of the following: Current Account or Savings Account, BDO Cash Card account, BDO Credit Card account and other types of accounts maintained at BDO.
- 1.2. "BDO" shall mean BDO Unibank, Inc., its successors-in-interest and assigns.
- 1.3. "BDO Accounts Terms and Conditions" shall mean BDO's terms and conditions relating to account opening, as may be amended and supplemented from time to time.
- 1.4. "BDO Biometrics Services" shall refer to the use of Biometric Information as a tool for identifying a Client, or verifying the authenticity of transactions on the Account.
- 1.5. "BDO Biometrics System" shall refer to the application used to facilitate the enrollment to the BDO Biometrics Services and use of Biometric Information for transaction authentication by BDO and its Clients.
- 1.6. "Biometric Information" shall refer to data that is created from human characteristics such as but not limited to fingerprints, facial features, and voiceprint.
- 1.7. "Client" shall refer to any individual having a transaction with BDO, regardless of whether or not such individual is a holder of a BDO account, who is enrolled in the BDO Biometrics System.
- 1.8. "Mobile Device" shall mean any hand-held electronic device, such as portable computers, smart phones, tablet computers, and such similar devices.
- 1.9. "Reporting Obligations" shall mean compliance and/or regulatory activities, including, but not limited to, disclosure of information to regulatory agencies and/or other similar entities, and/or audit of existing processes of BDO, which may be required by law, regulation, or other industry mandated instructions or actions.

2. Applicability of BDO Biometrics Terms and Conditions

- 2.1 Client acknowledges that he/she is only granted a non-exclusive, non-transferable, personal, royalty-free rights to use the BDO Biometrics Services, solely for his/her personal beneficial use and in accordance with the terms of this BDO Biometrics Terms and Conditions.
- 2.2 By enrolling to the BDO Biometrics System, Client agrees to be bound by the BDO Biometrics Terms and Conditions, as may be amended or supplemented by BDO from time to time.
- 2.3. The type of Biometric Information to be used shall depend on the specific BDO product or service enrolled in, or availed of by the Client.
- 2.4 If the Client does not agree with the BDO Biometrics Terms and Conditions, or opts not to avail himself/herself of the BDO Biometrics Services, the Client may discontinue using the BDO Biometrics Services.

3. General Rules Governing the Use of BDO Biometrics Services

Client hereby agrees to be bound by the following general rules governing the use of the BDO Biometrics Services:

- 3.1 Only Client who enrolled to BDO Biometrics Services will be able to have full use of the BDO Biometrics Services and perform other Bank transactions that utilize Biometric Information.
- 3.2 The BDO Biometrics Services is an optional feature made available to Client, as an alternative to other modes of authentication and identification. Client has the option to terminate the use of the BDO Biometric Services, and revert to/avail of other modes of authentication and identification, subject to the terms and conditions of those alternative modes of authentication and identification. Furthermore, BDO reserves the right to impose fees, at its sole discretion, for the use of the BDO Biometrics Services.
- 3.3 Client can register his/ her Biometric Information in any of the authorized channels of BDO.
- 3.4 Client may request for updating of his/her Biometric Information subject to procedures prescribed by BDO in updating of Biometric Information. Further, from time to time and as may be necessary, BDO may also require the updating of Biometric Information of Client, and Client agrees to provide the necessary update, if any, subject to BDO's validation and authentication procedures. BDO shall have the right to rely upon the Biometric Information of Client existing with BDO unless and until BDO has been provided with any update thereto and accepted by BDO as valid and authentic.

- 3.5 BDO may, at its sole discretion, provide additional security procedures for the enrollment to the BDO Biometrics Services aside from existing online banking security features, which include, but not limited to, One-Time Passwords and keying in unique log-in details.
- 3.6 By enrolling to the BDO Biometrics System, Client expressly consents that the Biometric Information that he/ she submitted directly to BDO or through a BDO authorized representative, either locally or overseas, may be collected, processed, stored, updated, or disclosed by BDO (including or combined with other information available to BDO) for purposes of: (a) providing services to Client and/or to implementing transactions which Client requests, allows, or authorizes; (b) complying with BDO's internal policies or requirements (including but not limited to credit and risk management, Know-Your-Customer checks, prevention and detection of fraud or crime, system or product development and planning, insurance, audit and administrative purposes, or relationship management); (c) complying with BDO's Reporting Obligations, such as BDO's reporting of the Account closure and the reason therefor to the Banking Association of the Philippines (BAP) or any monitoring entity or body established by the BAP, law or regulation to keep and update record of, and monitor mishandled accounts such as but not limited to the Credit information Bureau, among others; and /or (d) for other lawful purposes as may be determined by BDO. Client confirms that he / she has read the Data Privacy Consent form which is available at <https://www.bdo.com.ph/privacy-statement> and agree to the same.
- 3.7 Upon enrollment to the BDO Biometrics Services, Client may use his Biometric Information for:
- a. Validation of Client's identity; or
 - b. Authentication of Client-initiated BDO transactions.
- 3.8 Client may request BDO to terminate/cancel his/her enrollment to BDO Biometrics Services and delete his/her Biometric Information for whatever reason by submitting a written request to his/her BDO branch of account. Client understands and agrees that deletion of Biometric Information is irreversible. In the event Client wants to re-avail the BDO Biometrics Services, Client will be required to enroll and register his/her Biometric Information again, subject to BDO's process and approvals and BDO Biometrics Terms and Conditions. Client shall remain accountable for all the transactions made using his/her Biometrics Information prior to confirmation of the Client's request for termination/cancellation.
- 3.9 BDO may, at any time, and for any reason whatsoever, terminate or suspend Client's access to BDO Biometrics Services or to any or some of the functionalities thereof without prior notice to the Client and without incurring any liability therefor. BDO may suspend access to / use of the BDO Biometrics for any of the following reasons: (1) maintenance or repair work; (2) breakdown in the hardware / software of the BDO Biometrics System; (3) any emergency

or security reasons as determined by BDO; (4) if BDO has reason to believe that the BDO Biometrics System has been compromised or has been utilized to perpetrate fraudulent or unlawful acts; (5) for threatened or actual violation by Client of the BDO Biometrics Terms and Conditions; (6) if BDO acquires knowledge of the bankruptcy or insolvency of Client; (7) if BDO acquires knowledge of the dissolution or cessation from business of the Client; (8) if Client has not actually used the BDO Biometrics System for a certain period of time as determined by BDO; (9) if Client infringes any BDO or any third party intellectual property rights or expose BDO, its shareholders, directors, employees and/or representatives, to any possible damages, liabilities, claim, or action for infringement of intellectual property rights; (10) if BDO is unable to verify or authenticate any information Client has provided; (11) if in the sole opinion of BDO, the Client has improperly used the BDO Biometrics System and/or the BDO Biometrics Services; (12) any other grounds for termination or suspension of service as set out in the BDO Account Terms and Conditions; or (13) any other circumstances/situations as determined by BDO, or provided under law or equity. Re-activation of Client's access and re-availment of BDO Biometrics Services shall be subject to BDO's processes and approval. Client shall remain accountable for all the transactions made using his/her Biometrics Information prior to BDO's termination or suspension of Client's access to BDO Biometrics Services.

- 3.10 Client shall retain ownership over its Biometrics Information. However, by submitting his/her Biometrics Information, Client is hereby granting to BDO, its subsidiaries, affiliates, and necessary sub-licensees, perpetual, royalty-free permission to use his/her Biometrics Information in connection with the BDO Biometrics Services, including without limitation, the rights to: copy, distribute, transmit, reproduce, and translate Client's Biometrics, and to publish Client's name and other details in connection with Client's Biometrics Information.

4. Disclaimer

The BDO Biometrics Services and all other components thereof are provided by BDO on an "AS IS" basis. BDO does not make any warranties or conditions of any kind, written or oral, express, implied or statutory, including without limitation, any implied warranty of title, non-infringement, merchantability, or fitness for a particular purpose, features, quality, title, compatibility, performance, security, or accuracy. Without limiting the foregoing, BDO does not ensure continuous, error-free, secure or virus-free operation of the BDO Biometrics Services. BDO does not warrant that the BDO Biometrics Services will always be available or free from all harmful components, or that it is safe, secured from unauthorized access to BDO's computers, immune from damages, free of malfunctions, bugs or failures and software communication failures, either originating from BDO or its providers.

Additionally, BDO shall not incur liability in any of these cases:

- 4.1 BDO is unable to receive or execute any of the requests from the Client due to reasons beyond the control of BDO;

- 4.2 There is loss of information as a result of the unauthorized access by third parties not sanctioned by BDO or its authorized Data Processors, or when such access was a result of Client's acts or omissions, or reasons beyond the control of BDO;
- 4.3 There is a failure or delay in transmitting of information or there is an error or inaccuracy of information or any other consequence arising from any cause beyond the control of BDO which may include, but not limited to, technology failure, faulty internet connection, mechanical breakdown, power disruption, and analogous circumstances;
- 4.4 There is a lapse or failure on the part of any third party implementing the BDO Biometrics System including BDO's service providers;
- 4.5. Any and all claims that resulted from a breach or failure of Client to perform any obligation and/or warranties covered by the BDO Biometrics Terms and Conditions and/or separate agreements with third parties, regardless of whether such breach or failure is done willfully or with negligence or lack of knowledge.

5. Provisions for Indemnity

- 5.1 Client shall indemnify BDO, its shareholders, directors, employees and representatives, and hold them free and harmless against any claim, action, loss, damage, or liability arising out of or in connection with the Client's enrollment to and/or use of the BDO Biometrics Services, including, but not limited to: (1) any unauthorized, unlawful, or fraudulent access to or use by any third party of the Biometrics Information due to clients acts or omission; (2) any unauthorized, unlawful or fraudulent access to or use of any information / instructions / triggers provided by the Client via any BDO channel that utilizes BDO Biometrics Services; or (3) any unauthorized, unlawful or fraudulent transactions made via any BDO channel utilizing the BDO Biometrics Services, and/or from any harmful or malicious third party application/s installed or downloaded on Client's Mobile Device.
- 5.2 In no event shall BDO, its subsidiaries and/or affiliates, and its shareholders, directors, employees and representatives, be liable for any special, punitive, indirect, incidental and/or consequential damages, including but not limited to, loss of use, data (which may include Biometric Information), or profits, arising out of or in any way connected with the use of the BDO Biometrics Services and all its other components, the delay or inability to use the BDO Biometrics Services or related products or services, or Client's reliance on the BDO Biometrics Services, or from suspension, denial, or cancellation or termination of Client's access to and use of the BDO Biometrics Services, or from retention, deletion, disclosure, and any other use or loss of Client's data or information (including but not limited to Biometric Information), whether based on contract, tort, negligence, strict liability, or otherwise, even if BDO or any of

subsidiaries, affiliates, and/or its shareholders, directors, employees and representatives, has been advised on the possibility of damages.

- 5.3 Client acknowledges and agrees that he/she assumes sole, exclusive, absolute, and full responsibility for the use of the BDO Biometrics Services, that the use of the BDO Biometrics Services is entirely at his/her own risk, and that it is Client's sole responsibility to provide current and accurate information. BDO disclaims any responsibility and liability for inaccurate or misleading information (including but not limited to BDO Biometrics Information), invasion of privacy, or any other civil, criminal, or administrative act, arising from Client's use of the BDO Biometrics Services.

6. Principles of Outsourcing

Client acknowledges and consents that some or all of the services covered under the BDO Biometrics System may be outsourced by BDO to third party service providers. For this purpose, Client hereby waive/s any and all of his/her rights under Republic Act No. 1405 (The Secrecy of Bank Deposits Act), Section 8 of Republic Act No. 6426 (The Foreign Currency Deposits Act), Section 55.1(b) of Republic Act No. 8791 (The General Banking Law),), and Republic Act No. 10173 (The Data Privacy Act of 2012) and all subsequent amendments and supplements thereto in relation to the necessary collection, handling and processing of Client's information by the third party service providers of BDO. Subject to the limitations and prescription stated in this BDO Biometrics Terms and Conditions, in case of complaint against said third party providers, Client may correspond via the communication channels stated under Section 7.1 hereof.

7. Communication Channels

- 7.1 Client may visit www.bdo.com.ph/consumer-assistance or his/her Branch of Account, for comments, concerns and for more information on the services covered by this BDO Biometrics Terms and Conditions.
- 7.2 BDO may course any notification/updates on prolonged unavailability, scheduled maintenance, or similar events affecting the provision or use of the BDO Biometrics System through any existing BDO communications channel or any other means of communication.

8. Prescription

Subject to the limitations of liability of BDO provided in these BDO Biometrics Terms and Conditions, all claims against BDO, its subsidiaries and/or affiliates, and its shareholders, directors, employees and representatives (collectively "BDO") arising out of or related to the BDO Biometrics Services shall be prescribed unless filed within

one (1) year from the date of accrual of cause of action. Failure to file a claim/complaint against BDO within the aforementioned timeframe shall constitute a bar and waiver of right to file action and render the claim/complaint void.

9. BDO reserves the right to vary, alter and/or amend the BDO Biometrics Terms and Conditions at any time without prior notice to Client. Client's continued use of the BDO Biometrics Services shall constitute acceptance of the revised and/or modified BDO Biometrics Terms and Conditions.
10. The BDO Biometrics Terms and Conditions shall be in addition to the terms and conditions governing the Account of the Client with BDO and / or relating to BDO product or service availed of by Client, unless otherwise specifically stated. In case of conflict between the BDO Biometrics Terms and Conditions and the latter terms and conditions with regard to matters specific to the use of the BDO Biometrics, the BDO Biometric Terms and Conditions shall prevail.
11. This BDO Biometrics Terms and Conditions shall be governed by and construed in accordance with Philippine laws. In case of suit, venue shall be the proper courts in Makati City to the exclusion of all other courts. The parties hereby consent and submit to the exclusive jurisdiction and venue of said courts in Makati City.
12. If any provision of this BDO Biometrics Terms and Conditions is held invalid or unenforceable by a court of competent jurisdiction, the same shall not affect the validity and enforceability of the other provisions of this BDO Biometrics Terms and Conditions.

For details regarding BDO's Consumer Assistance Management System (CAMS), please visit www.bdo.com.ph/consumer-assistance .

I have read, fully understood and hereby agree to the BDO Biometrics Terms and Conditions.

Signature over Printed Name

Date