



Terms and Conditions Governing the Issuance and Use of BDO Cash Card

“BDO” shall mean BDO Unibank, Inc. its successors-in-interest and assigns.

- BDO CASH CARD.** The BDO Unibank, Inc. (BDO) Cash Card (the "Cash Card") shall mean the e-money instrument issued by BDO to the client. BDO as the issuer of the Cash Card to the Cardholder shall make available all items agreed in this Terms and Conditions. The 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. The Cash Card may be issued only to employees of corporate clients, may be Pre-Embossed [with no name embossed thereon], or Embossed [with name embossed thereon]. As used hereunder, "Cardholder" shall refer to the Purchaser of the Cash Card or its/his authorized holder of the Cash Card/Recipient, when applicable. The 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.
- CASH CARD LOAD.** The Cash Card is activated upon initial loading or crediting. The initial load in the Cash Card shall be at least Php 100.00 or such other amount as may be imposed by BDO. At no time shall the funds covered by the Cash Card be more than: (a) the maximum balance of Php 100,000.00, or as specified by BDO (as the same may be revised by BDO from time to time upon prior notice) and (b) the combined reload limit of the Cardholder set by the Bangko Sentral ng Pilipinas per month.
- CASH CARD RELOAD.** The Cash Card can be reloaded or credited with cash in the manner and/or channels as may be prescribed by BDO from time to time.
- TRANSACTION HISTORY.** The Cardholder may request for a transaction history via BDO branches nationwide. The transaction history shall be made available to the Cardholder within three (3) banking days from the date of request, subject to a fee.
- CASH CARD USAGE.** In accepting transactions of the Cardholder with third parties with the use of the Cash Card, such as but not limited to, bills payments, payments of purchases via POS, and airtime reloads, 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 BDO free and harmless therefrom.

- 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. Any withdrawal/payment transaction made by the Cardholder outside the Philippines through the use of the Cash Card constitute a disbursement from the Cash Card 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 Cash Card shall be in the currency allowed by the institution which owns the ATM/POS and the Online/Web Merchants from where the payment transaction was made and up to the maximum amount permitted by and subject to other limitations imposed by that institution and BDO. 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 to Philippine Peso at the exchange rate prevailing at the time of the transaction, as determined by BDO and/or Mastercard/Visa. Transactions shall be subject to transaction fees in such amount and currency as determined by BDO and the international network through which the transaction was coursed. If the transaction fee is not in Philippine currency, such transaction fees shall be converted to Philippine Peso at the exchange rate prevailing at the time of the transaction, as determined by BDO and/or Mastercard/Visa. Applicable Foreign Exchange mark-up rate is also applied to cover service fee and assessment fees charged by Mastercard/Visa. In the event of any adjustments, reversal, or refund to such cash withdrawals/payment transactions, the Cardholder shall be responsible for any cost and absorb any loss or charges associated with the currency exchange and irrevocably authorizes BDO to immediately debit any of these costs, loss or charges from the Cash Card and/or charge the same against any funds of the Cardholder in the possession of BDO, its subsidiaries and affiliates.
- CASH CARD USAGE/FEES.** The Cash Card may be used to:
 - Purchase items/goods/services at accredited merchants at point-of-sale (POS) or online;
 - Withdraw cash through designated automated teller machines ("ATM") locally and internationally;
 - Receive/transfer value from/to another Cash Card;
 - Balance inquiry;
 - Change Cash Card Personal Identification Number ("PIN") for ATM and POS use, through ATM;
 - Load/reload value;
 - Pay bills;
 - Purchase prepaid mobile load; and
 - Such other uses as may be allowed by BDO.

Transaction	Fee
Purchase of Cash Card/Card Replacement	PHP 150.00
Online and POS Purchase	FREE
Balance Inquiry	
BDO ATMs	FREE
Overseas (Mastercard ATM)	USD 1.00
ATM Withdrawal	
BDO ATMs	PHP 2.00
Overseas (Mastercard ATM)	
Over-the-Counter (OTC) Card Reload	PHP 15.00
Monthly Maintenance Fee for Inactive Cards*	PHP 50.00
Transaction History	PHP 25.00

*Pre-Embossed Cards are tagged as "inactive" after 180 days of financial inactivity. Named Cards are tagged as "inactive" after 360 days of financial inactivity.

BDO reserves the right to impose fees 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 its Philippines Peso equivalent, while purchases and/or withdrawal transactions in third currency shall be converted into US Dollars prior to conversion into their Philippines 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. In the event of any adjustments, reversal, or refund to such cash withdrawals/payment transactions, the Cardholder shall be responsible for any cost and absorb any loss or charges associated with the currency exchange and BDO may charge any of these costs to the Cash Card Number.

- AUTHENTICATION PROCEDURES.** The Cardholder agrees to comply with the following authentication procedures, as the same may be revised from time to time by BDO:
 - For ATM transactions, enter Cash Card PIN for ATM.
 - For Contactless transactions, Tap only or Tap and enter PIN/Sign (depending on amount).
 - For POS transactions, enter Cash Card PIN for ATM and/or sign transaction slip.
 - For Cash Cards enrolled in Online Banking, enter User ID and Password.
 - For Phone Banking transactions, enter Telephone PIN (TPIN).
- 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 be responsible for the security of the Cardholder's Login ID, Password and/or PIN, observance of internet security measures and exercising proper vigilance in the use of and withdrawal

using ATMs. Cardholder shall not allow unauthorized persons to use the Cash Card. Lost or stolen Cash Card should be reported immediately to BDO Customer Contact Center at (02) 8631-8000.

- 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 (360) days of financial inactivity from the date of its last transaction. BDO reserves the right to revise the required period of inactivity to place the Cash Card in inactive status. The Cash Card, while in inactive status, shall be subject to a monthly maintenance fee of Php 50.00, or such other amount as imposed by BDO to be automatically deducted from the outstanding value of the Cash Card on the last day of the month. When the value of the inactive Cash Card becomes equal to or less than zero, the Cash Card will be automatically closed. Provided that the Cash Card has not been closed, the Cardholder's use of the Cash Card while on inactive status shall automatically revert the same to active status.
- CARE OF CASH CARD.** For the care and safety of the Cash Card, all transactions generated by the use of the lost/stolen Cash Card prior to BDO's receipt of the report of loss of the 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, 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 after deducting any fees which may be imposed by BDO for the Cash Card replacement.
- 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 replacement cost which may be due to BDO. Replacement cost of Php 150.00, or such other amount as may be imposed by BDO, for damaged Cash Card shall be charged to the Cardholder, while replacement of defective Cash Card shall be issued at no cost to Cardholder.
- TERMINATION/SUSPENSION OF CASH CARD USE.**
 - The Cardholder may request BDO to terminate or suspend its use of the Cash 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 termination or suspension. The Cardholder shall remain responsible

for any transactions made using the Cash Card until the time of the said termination or suspension.

- b. BDO may terminate or suspend the Cardholder's use of the Cash Card at any time, upon prior notice to the Cardholder if:
1. The Cardholder has breached these Terms and Conditions;
 2. 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;
 3. If in BDO's reasonable opinion, the Cash Card is being used for any unlawful or illegal activity or transaction;
 4. BDO considers that there exist other reasonable grounds to do so.
- c. 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 Cash Card.
14. **AMENDMENT.** BDO reserves the right to amend the Cash Card enrollment form, Terms and Conditions and FAQs and any such amendment shall be binding upon the Cardholder upon notice (by publication, or other means of communication, electronic or otherwise).
15. **UNDERTAKING.** In case of overcredit, erroneous credit or misposting of any amount to Cardholder's Cash Card 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. For this purpose, Cardholder irrevocably authorizes BDO/its representatives, without need of notice or demand upon the Cardholder, to immediately freeze or put on hold the affected Account/s and/or effect the debiting of funds from the Cash Card to the extent of the overcredit, erroneous credit, or misposted amount, 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 (plus interest at BDO's then prevailing interest rate on loans of similar amount and costs of collection) in case the Cardholder's Cash Card 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 Terms and Conditions, 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.

16. **LIMITATION OF LIABILITY.** Without prejudice to the provisions of Section 4 and Section 15 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 actual damage. Any claim or complaint relative to any Cash Card transaction under the provision of this paragraph, must be presented within thirty (30) 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.
17. **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:
- a. 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;
 - b. 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;
 - c. Inaccurate, incomplete, or delayed information received due to disruption or failure of any communication facilities used for the Cash Card;
 - d. 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
 - e. 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 Terms and Conditions. This provision shall survive the termination or suspension of the right to use the Cash Card.

18. **AGREEMENT TO TERMS AND CONDITIONS.** This Terms and Conditions 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 to be effective upon sixty (60) days prior notice unless the amendments are directed by the Bangko Sentral ng Pilipinas to take effect immediately or unless otherwise provided in existing, laws, rules and regulations. The Cardholder hereby agrees that his/her signature on this Cash Card 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.
19. **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.
20. **COMPLIANCE WITH EXISTING LAWS.** The Cardholder hereby warrants that his/her use of the Cash Card, specifically, the transfer and/or receipt of funds through 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 renders BDO free and harmless from any liability whatsoever which may arise from the Cardholder's violation of said laws, government rules or regulations.
20. **CARDHOLDER INFORMATION AND CONSENT.** The Cardholder authorizes BDO, its subsidiaries and affiliates (Related Companies), and their respective officers and employees, to do any one or all of the following:
- a. Release, disclose, submit, share, or exchange any Cardholder and/or Cash Card 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;
 - b. Release, disclose, submit, share, or exchange any Cardholder information and/or Cash Card 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/her Cash Card; and
 - c. 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 through other means of communication.

21. 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 Companies, 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 Cash Card 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 Companies.
22. **NO PDIC COVERAGE.** The Cash Card and the value stored therein is not a deposit account and is not insured by Philippine Deposit Insurance Corporation (PDIC).
23. **GOVERNING LAW.** These Terms and Conditions shall be governed and construed in all respects in accordance with the laws of the Republic of the Philippines but in enforcing these Terms and Conditions, BDO is at liberty to initiate and take actions or proceedings or otherwise against the Cardholder in the Republic of the Philippines or elsewhere as BDO may deem fit, and the Cardholder hereby agrees that where any actions or proceedings are initiated or taken in the Republic of the Philippines, the Cardholder hereby submit to the jurisdiction of the courts of the Republic of the Philippines in all matters connected with the obligations and liabilities under or arising out of these Terms and Conditions.
24. **CARDHOLDER COMPLAINTS.** For concerns, please go to your Branch of Account or call BDO Customer Contact Center at (02) 8631-8000. To learn more about BDO Customer Assistance Mechanism, please visit bdo.com.ph/consumer-assistance. 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.

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