

The terms "we", "us", "our", "Bank", "BDO " refer to BDO Unibank, Inc. "You", "your" refers to each enrolled user of the BDO Online Banking.

For the purpose of these terms and conditions, the term "BDO Online Banking" covers both 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 you as a customer and BDO as the provider of BDO Online Banking. By enrolling in and using BDO Online Banking, you acknowledge and accept these Terms and Conditions. While we will provide a secure system within which you can conveniently carry out your banking transactions via your mobile phone, the web, Automatic Teller Machine, Cash Deposit Machine or any BDO self-service machine, you are responsible to have secure communication lines and internet connection when utilizing BDO Online Banking. Before doing any online transactions or sending personal information, make sure that you are accessing the correct website. Always enter the Uniform Resource Locator (URL) of the website directly into the web browser and avoid being re-directed to the website or hyperlink to it from a website that may not be as secure. Beware of bogus or "look alike" websites.

BDO Online Banking may be used to access your BDO bank accounts (the "BDO Accounts") and perform transactions through the BDO Online Banking application, BDO self-service machine, CDM BDO Online Banking as determined by the Bank.

### Acquiring Access to BDO Online Banking

To access your BDO Account through BDO Online Banking, you must have your BDO Account details, contact details associated with your BDO Account, a nominated username and password and/or your ATM PIN and card.

### BDO Online Banking Username and Password

You shall nominate your preferred username, password, 6-digit Mobile PIN and/or biometrics upon signing up for BDO Online Banking. Your preferred username shall be unique to you and when used together with your password will enable you to access BDO Online Banking.

You will be responsible for keeping your username and password/6-digit Mobile PIN confidential. For security reasons, you must make it a habit to change your password and/or 6-digit Mobile PIN regularly, especially if you suspect its confidentiality has been compromised. It is strongly suggested that the password and/or 6-digit Mobile PIN you select must not relate to any readily accessible personal data such as your name, birth date, address, phone number, or 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 you. Under no circumstances should you keep a written or electronic record of your username and password/6-digit Mobile PIN, nor disclose these to any other person, including family, co-employees and those with apparent authority, e.g. BDO officer or employee. Do not disclose personal information such as address, mother's maiden name, telephone number, social security number, bank account number, e-mail address, and PIN unless the one collecting the information is reliable and trustworthy. These must remain confidential to you alone and you must take all reasonable steps to prevent disclosure.

To protect your username and password/6-digit Mobile PIN, you should log off after transaction is completed or when computer or mobile device is unattended. Clear the memory cache and transaction history after logging out from the website to remove account information. Do not open other browser windows while banking online.

You shall be fully liable and responsible for all BDO Online Banking transactions performed using your username, password, and/or 6-digit Mobile PIN.

### Biometric Access

If available on your device, you may be able to use biometric authentication technology including but not limited to fingerprint or facial data to log-on to the BDO Online Banking application instead of a username and password.

Activating biometric authentication for the BDO Online Banking application will allow any fingerprint or facial data stored on your device, now or in the future, to be used to access your BDO Online Banking, and consequently view your enrolled BDO Accounts and authorize transactions. We strongly suggest that you do not activate biometric authentication for the BDO Online Banking application if you have any other person's biometric data stored on your device.

If you activate biometric authentication even though you have someone else's fingerprint or facial data stored on your device, transactions effected using any of the biometric data stored on the device will be considered as authorized by you and you will be fully responsible for them.

### OTP

"One Time PIN (OTP)" is a temporary numeric password that secures your BDO Online Banking login. By default, your OTP is sent via SMS to the mobile number registered in your BDO Online Banking. When available, you may also get your OTP using the OTP Generator feature in the BDO Online Banking application.

An OTP is necessary for you to be able to transact using your BDO Online Banking account via the application or web. The OTP via SMS will be sent to your provided mobile number.

You acknowledge and agree 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. We do not guarantee the delivery or prompt delivery of your OTP. You agree to hold BDO its/their 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:

- A non-delivery, delayed delivery, or the misdirected delivery of an OTP; and
- Your failure or inability to access BDO Online Banking as a result thereof.

You will comply with all requirements, instructions and specifications relating to BDO Online Banking (including without limitation any registration and activation procedures) as may be prescribed by us at any time and from time to time in our sole and absolute discretion. Without prejudice to the generality of the foregoing, you will at no time (i) use a BDO Online Banking application issued or registered to another customer or to a mobile device other than your own, to generate an OTP and use the said OTP for your BDO Online Banking account, or (ii) permit a BDO Online Banking application issued or registered to you or to your mobile device to be used, activated, registered or accessed by another person.

You are responsible for keeping your OTP and the password to BDO Online Banking confidential. You will not reveal your OTP, passwords, and any other code to any other party and will take all necessary steps to prevent disclosure or discovery of your OTP, passwords, and any other code to/by any other party. You are likewise responsible for ensuring the security of your BDO Online Banking, as well as your mobile device where said application is registered, and for keeping these protected from unauthorized use. You will at no time and under no circumstance permit your BDO Online Banking application registered on your mobile device to fall into the possession or under the control of any other person.

You will immediately notify us by calling the BDO Customer Contact Center numbers provided below (i) if your mobile device where your BDO Online Banking application is registered, is lost or stolen, or fails to function as intended, (ii) if you have any knowledge or reason for suspecting that the security or confidentiality of any OTP, password or your BDO Online Banking has been compromised, or if there has been any unauthorized use of any OTP, password, and BDO Online Banking, and/or (iii) of any replacement and/or change of number of any mobile phone or device (as the case may be) used by you for the generation and/or reception of OTP. You will be solely responsible and liable for all losses and consequences arising from or in connection with any failure by you to comply with any of the foregoing.

### Transaction History

You can use BDO Online Banking to access the balance and transaction history on your enrolled BDO Account/s.

### General Use

You will not use or permit the use of your username and password/6-digit 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 your banking transactions and inquiries via BDO Online Banking.

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 your username, password/6-digit Mobile PIN and device biometrics will serve as your irrevocable authorization for us to carry out transactions that you initiated.

You acknowledge that we shall have no obligation to verify authenticity of any instruction received from you through the use of BDO Online Banking

and without further inquiry, act on any directives contained in that instruction. We shall be entitled (but not obliged) to give effect to any instruction received, in the terms in which it was received. The Bank's record of any instruction shall (unless there is an obvious error) be final and binding.

#### Account Access

Personal Joint OR Account, individual Parental By Account and Joint OR Parental By Account shall be allowed access to BDO Online Banking. For joint OR accountholders, you understand, agree and warrant that all transactions to be made by you and/or any one of the enrollees via BDO Online Banking are conclusively considered as done with the consent of all co-depositors.

We have the absolute discretion to make BDO Online Banking available to you. We have the discretion from time to time to determine the scope of BDO Online Banking, set or change the daily cut-off time, modify, restrict, withdraw, cancel, suspend or discontinue any or all of the services without notice or responsibility to you and without giving any reason. You understand that by using BDO Online Banking after any modification or change has been implemented, you have agreed to any such modification or change. We will not be liable to you if you are unable to gain access to BDO Online Banking. You may access your 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 any other reasons beyond our control.

#### Electronic Notice

You agree that we may communicate with you through SMS, email, social media, instant messaging applications, or any other means of communication, for prompts, reminders and notices concerning your BDO Online Banking, your enrolled BDO Account/s, downtime advisories, featured services and marketing promotions ("Electronic Notice"). Electronic Notices are sent to you for convenience, information, notification or demand purposes. We do not guarantee the timely delivery or accuracy of an Electronic Notice; it may not be current at the time of delivery due to delivery lag time. You agree that each Electronic Notice may be sent to you without being encrypted and may include your personal and account information. It is your responsibility to ensure the security of your mobile phone, email account, and computer/electronic devices, and to inform us of any changes to your mobile phone number and email address in a timely manner.

You agree to hold us free and harmless against any and all liability, administrative, civil or criminal, including those that relate to any secrecy/privacy laws or regulations, if any Electronic Notice is viewed or accessed by any other person, as well as against any liability resulting from your failure to update your mobile number or email address with us, rendering us unable to send Electronic Notices to you.

#### Access Through Mobile Devices

You acknowledge that your access to BDO Online Banking via the use of your mobile phone or mobile device includes but is not limited to the following: viewing of enrolled BDO Account/s summary and details, Send Money, Pay Bills and Prepaid Mobile Reload. You consent to the transmission of communications through the Internet and your mobile phone/mobile devices and acknowledge that the internet and mobile phone/mobile devices are not necessarily secure communications and delivery systems, and understand the risks associated with it (among others, confidentiality, security, tampering and unauthorized use). You agree 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.

#### Accuracy of Information

You are responsible for and must take all reasonable care to ensure the information you supply is accurate. We accept no responsibility and liability for the accuracy of the information or for failure to transmit such information in the manner requested by you.

You are responsible for verifying transaction history details and statements to make sure that there are no unauthorized transactions. You should likewise review and reconcile monthly credit card and bank statements for any errors or unauthorized transactions promptly and thoroughly. It is also strongly suggested that you regularly check your email for contacts by merchants for important information about transaction histories.

You shall be liable for all losses prior to your reporting any discrepancies, omissions, inaccuracies or incorrect entries. You shall also be liable for all losses if you act fraudulently or with gross negligence, including for failing to properly safeguard your BDO Online Banking username, password and your OTP or if you fail to immediately report the loss, theft, or compromise of your mobile phone/mobile device.

You must let us know as soon as you think there has been an error in your transactions carried out via BDO Online Banking

- Metro Manila - 8631-8000
- Domestic Toll Free No. - 1-800-10-631-8000 (PLDT)  
1-800-3-631-8000 (Digitel)  
1-800-5-631-8000 (Bayantel)  
1-800-8-631-8000 (Globe)
- International Toll-Free No. - (Int. Access Code)-800-8-631-8000

We may require that you send us your complaint or query within 24 hours by sending an email to BDO Contact Center (callcenter@bdo.com.ph) for questions or errors about online transactions/services. You may also write to BDO Customer Contact Center, BDO Unibank, Inc., 209 Ortigas Avenue, Greenhills, San Juan, MM 1502.

For the security of your BDO Account, the Bank will conduct verification when you reach us via Bank's hotline numbers. In addition, You shall use your registered email address when you send your inquiries or concerns.

When you tell us your problem, please:

- Tell us your name, ATM Card No. and/or enrolled BDO Account number.
- Describe the error or transaction and explain why you believe it is an error.
- Tell us the date and time of your transaction.

To facilitate our investigation, supply the following details as applicable depending on the type of transaction: account number/s, merchant, subscriber number, amount, mobile number, ATM card number and reference number for the transaction in question.

We will inform you of the results of our investigation immediately, and we will correct any error promptly. However, we do not guarantee reversal of your transaction that has been completely consummated and is irreversible. If the error cannot be rectified, BDO shall not be liable for any actual, direct, special and consequential damage, injury or loss incurred as a result of or arising from such error.

Please keep in mind that account and transaction details should only be shared with authorized BDO representatives when you are the one initiating contact with BDO Contact Center through the Bank's official telephone number.

In addition, remember that official BDO representatives will never ask for your 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 and should be reported to the BDO Contact Center.

#### Transactions

We will try to effect such transactions on your enrolled BDO Account/s as received via BDO Online Banking, provided there are sufficient funds available in your said BDO Accounts to cover any of your transactions, immediate or scheduled, and that these BDO Accounts are active. Any charges or penalties as a result of an unsuccessful transaction due to insufficiency of funds or dormancy of the BDO Account will be your sole responsibility and account.

We implement cut-offs (Philippine time) during the day for each transaction (the "Cut-off Time"). If you carried out a transaction after the Cut-off Time, it 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 will be your sole responsibility.

#### Liability

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 you by third parties) in connection with the implementation of transactions coursed through BDO Online Banking in the following instances:

1. Disruption, failure or delay in implementing transactions relating to or in connection with BDO Online Banking which are due to circumstances beyond the control of BDO, including fortuitous events such as but not limited to prolonged power outages, breakdown in computers and

communication facilities, typhoons, floods, public disturbances and calamities and other similar or related cases;

2. Loss or damage you 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 or violation of other security measures with or without your participation;
3. Inaccurate, incomplete or delayed information you received due to disruption or failure of any communication facilities used for BDO Online Banking;
4. Our action upon any instructions which are identified by any use of your BDO Online Banking Username, Password and your OTP; or
5. Such other circumstances or reasons which effectively prevent BDO from implementing the transaction.

You shall be liable for some or all loss from unauthorized transactions if you have breached these Terms and Conditions or contributed to or caused that loss. You agree to hold BDO, its stockholders, directors, officers, employees and representatives free and harmless, as well as indemnify them, 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, any computer-related errors resulting to the Bank's failure to effect any instruction received/transmitted via BDO Online Banking.

Subject to the provisions herein, if we are found liable for any act or omission for any reason whatsoever, our liability will be limited to the service fee charged to you or your actual proven damages, whichever is less. BDO shall not be liable for any indirect, incidental or consequential loss, loss of profit or damage you may suffer or have suffered by reason of the use or failure or inability to use BDO Online Banking.

### **Fees and Charges**

We may from time to time upon giving you notice, introduce or change fees and charges for your use of BDO Online Banking.

You authorize us to debit your enrolled BDO Account/s for the amount of our fees and charges payable on transactions made through BDO Online Banking. If at any time there are insufficient funds in your enrolled BDO Account/s to cover fees and charges, we may either refuse to carry out your transaction without incurring any liability as a result of such refusal or overdraw your BDO Account by debiting fees and charges or debit any other account you hold with us.

### **Termination of Service**

You may request that we terminate your access BDO Online Banking permanently by calling BDO Customer Contact Center or by selecting unenrollment on BDO Online Banking

We may terminate your access at any time and for any reason, upon giving you thirty (30) days prior notice of such termination.

We may terminate your access without prior notice including but not limited to the following reasons:

- You have breached these Terms and Conditions;
- We learn of your death, bankruptcy or lack of legal capacity or that you have committed an act of bankruptcy or that a bankruptcy petition has been presented against you;
- There are insufficient funds to cover payments or payment instructions given;
- Your enrolled BDO Account is inactive; or
- We consider that we have other reasonable grounds to do so (in which case all reasonable effort will be made to advise you of the circumstances of termination or suspension).

### **Consent to Recording**

You hereby consent to our recording of your telephone instructions to/conversations with our BDO Customer Contact Center Officers/staff and you hereby agree that such recordings may be submitted as evidence in any court or other proceedings relating to your availment of BDO Call Center Service and the BDO Online Banking.

### **Data Privacy**

You acknowledge and agree that the use of BDO Online Banking are subject to the Data Privacy Consent governing your BDO Account/s. Consequently, you consent for us to disclose any information relating to you or your

enrolled BDO Accounts to any of our subsidiaries, branches, affiliates, agents, correspondents, representative offices and service providers, which has a legitimate business purpose for obtaining such information, including without limitation offering you products or services involving the use of any BDO Online Banking.

### **Other Conditions**

We reserve the right to vary these Terms and Conditions at any time and will give you thirty (30) days prior notice of such changes

If by your act or omission, fault or negligence, BDO becomes involved in any litigation which may have relation with BDO Online Banking, the Terms and Conditions of its use, or with any rights, powers and remedies hereunder, then you agree to pay all fees and expenses incurred by BDO in such a litigation, including but not limited to a reasonable amount for the attorney's fees which amount is hereby agreed to be at the rate of at least 10% of the sum sought, which shall not in any way fall below P10,000.00 as well as 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.

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 telecommunications or other regulatory authorities and those prescribed by law.

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

For concerns, please visit any BDO branch nearest you, or contact us thru our 24x7 hotline (+632) 8631-8000 or email us via [callcenter@bdo.com.ph](mailto:callcenter@bdo.com.ph).