

MARIBANK PHILIPPINES, INC.

DIGITAL BANKING TERMS OF SERVICE

1. INTRODUCTION

- 1.1. Welcome to the MariBank Philippines, Inc. Digital Banking Application (the "Application"). This MariBank Philippines, Inc. Digital Banking Terms of Service (the "Terms of Service") is a contract between you and MariBank Philippines, Inc. and it governs your use of any and all Services (as defined in Section 2). Please read the following Terms of Service carefully before using the Services and/or opening an account with MariBank Philippines, Inc. via the Application ("Account") so that you are aware of your rights and obligations concerning MariBank Philippines, Inc. and our offices, affiliates, parent companies, subsidiaries and related corporations (individually and collectively, the "Bank", "we", "us", "our", or "Our Group").
- 1.2. BY USING THE SERVICES AND/OR OPENING AN ACCOUNT WITH US, YOU SIGNIFY YOUR ACCEPTANCE OF THESE TERMS OF SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY ADDITIONAL TERMS AND CONDITIONS, AGREEMENTS, NOTICES, AND POLICIES SPECIFIED HEREIN AND/OR RELATED HERETO, INCLUDING, BUT NOT LIMITED TO, IN THE BANK'S WEBSITE, OUR PRIVACY STATEMENT, OUR PRIVACY NOTICE/S, OTHER AGREEMENTS YOU MAY HAVE WITH THE BANK AND/OR OUR GROUP, AND ANY INFORMATION MADE AVAILABLE ON OUR APPLICATION AND/OR OUR OFFICIAL MICROSITE AND/OR SOFTWARE DEVELOPMENT KITS ("SDK") IN OTHER PLATFORMS, SUCH AS, WITHOUT LIMITATION, PRODUCT DISCLOSURE SHEET/S, THE HELP CENTRE AND FREQUENTLY ASKED QUESTIONS SECTIONS OF THE APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OUR SERVICES OR ACCESS THE APPLICATION. (FOR THE AVOIDANCE OF DOUBT, REFERENCES TO THE "APPLICATION" SHALL REFER TO THE APPLICATION, OUR OFFICIAL MICROSITES, OUR OFFICIAL SDKS, AND/OR OUR WEBSITE, AS APPLICABLE.)
- 1.3. We have the right to revise and/or supplement these Terms of Service at any time, through prior notice, to the fullest extent permitted by Applicable Laws. Your continued use of the Services, this Application, and/or your registration of an Account, shall be deemed acceptance of those revisions or supplements.
- 1.4. We may, at any time, at our sole discretion, change, modify, suspend, or discontinue any portion and/or feature of this Application, your Account and/or the Services, temporarily or permanently, by notice to you. We may release, launch, implement, and/or make available certain Services and/or features in a beta or other version, which may not work correctly, as intended, or in the same way the final version may work. We may also impose limits on certain features or restrict your access to parts of, or the entire, Application, Account and/or Services, at our sole discretion, by notice to you. You acknowledge and agree that any such and/or similar changes, modifications, suspensions, discontinuance, bugs and/or other errors, and/or version changes are usual and regular risks in the course of using the Account, the Application, and/or the Services and that, to the fullest extent permitted by Applicable Laws, we shall not be held liable in any of the foregoing and/or similar instances.

- 1.5. We reserve the right to (a) refuse to provide you access to the Account, Application and/or Services; (b) refuse to allow you to open an Account, register on the Application and/or avail of any of the Services for any reason; (c) refuse to process any of your transactions, dealings, and/or instructions; and/or (d) take and/or refuse to take any action in connection with the Account, Application, and/or Services. We do not need to provide any reason for our refusal, unless disclosure of the reason is required by Applicable Laws.
- 1.6. We may provide platform-hosting services on our Application and host third party information, products and services on our Application and/or other official platforms (collectively, "Platform Hosting"). We may also make available or implement linkage feature/s (whether manual or automatic) in our Application and/or other official platforms allowing the linkage of your account/s and/or transaction/s with third party provider/s to your Application and/or Account (collectively, "Linkages"). These third party information, products, services, account/s and/or transaction/s, include, but are not limited to, your third party e-commerce, credit, insurance and/or wallet account/s and/or transaction/s (such as, without limitation, your Shopee, SPayLater, SLoans, ShopeePay and/or Sealnsure account/s and/or transactions) (collectively, "Third Party Account/s"). (Providers of such Third Party Account/s shall collectively be referred to as "Third Party Provider/s". "Shopee", "SPayLater", "SLoans", "ShopeePay", and "Sealnsure" are each defined in the Third Party Linkage Terms and Conditions).

You acknowledge and agree that you are bound, and such linkage/s is/are governed, by, among others, the following Third Party Linkage Terms and Conditions at: <https://www.maribank.ph/third-party-linkage-terms-and-conditions> ("Third Party Linkage Terms and Conditions"), as the same may be amended from time to time. The Third Party Linkage Terms and Conditions are in addition to these Terms of Service and any and all relevant agreements you may have with the Bank, Third Party Provider/s, and/or Partner/s (as defined in the Third Party Linkage Terms and Conditions). Terms not otherwise defined herein but relating to such linkage/s shall have the meaning in the Third Party Linkage Terms and Conditions.

You represent, warrant, and undertake to us, Third Party Provider/s, and/or Partners that any Third Party Account/s linked to your Account and/or Application and/or registered and/or applied for by you are your account/s and/or transactions owned and/or controlled by you (whether or not bearing your name). Without prejudice to any other rights and/or remedies we, Third Party Provider/s, and/or Partner/s may have under law or equity, we reserve the right to refuse, restrict, suspend, freeze, remove, hold any funds in relation to, and/or close any Account, Services, and/or linkages to Third Party Account/s as we may deem necessary and/or proper, including, but not limited to, when we have reason to believe and/or deem at our sole discretion that there may be a breach of any Applicable Laws and/or any representation, warranty, undertaking and/or any other terms or conditions of the Bank herein or elsewhere and/or in any of your agreements with us.

2. DEFINITIONS

- 2.1. "Applicable Laws" mean the laws, rules, and/or regulations of any government or Authority, or issuances or judicial decisions in any applicable jurisdiction (including, but not limited to, any amendments, re-enactment, or replacement of it). Applicable Laws shall include, but not be limited to, economic or financial sanctions or trade embargoes imposed, administered, or enforced from time to time by any Authority (collectively,

“Sanctions”). Applicable Laws shall also include, but not be limited to, the United States (“US”) Foreign Account Tax Compliance Act.

2.2. “Authority” means any governmental or regulatory authority, self-regulatory authority, court, quasi-judicial or arbitral tribunal, or international authority (collectively, “Authorities”), including, but not limited to, the BSP, PDIC, US Department of Treasury Office of Foreign Assets Control, the US Department of State, the United Nations Security Council and the Anti-Money Laundering Council of the Philippines or any Authority that we, the relevant Third Party Provider, and/or Partner/s is/are accountable to, and/or that the Account, Application, Services and/or Third Party Account/s is/are subject to.

2.3. “BSP” means the Bangko Sentral ng Pilipinas and/or any successor Authority thereof.

2.4. “Bank” means MariBank Philippines, Inc.

2.5. “Business Day” means any day (other than a Saturday, Sunday, or public holiday) on which banks are open for general banking business in the Philippines.

2.6. “Credit Card” means the Virtual Credit Card and/or Physical Credit Card issued by the Bank allows the Customer access to a credit facility that allows them to draw on the credit facility, charge and/or make certain payments, purchases, and/or other transactions through the internet, mobile applications, and/or point of sale (“POS”) terminals, with the Bank advancing such amounts for subsequent billing to and repayment by the Customer.

2.7. “Customer” (also “you” or “your”) means, as may be applicable in the context, an individual who accesses and/or uses the Application, registering and/or applying with the Bank as a customer, and/or holds (and/or has held) an Account and/or avails (and/or has availed) of any of the Services.

For the avoidance of doubt, a person who downloads the Application, applies to open an Account and/or avail of any of the Services with the Bank, and/or otherwise deals with the Bank and/or accesses and/or uses the Application in any manner and shall be bound by the obligations, and grants the consents and authorities, but does not possess the rights, of a Customer herein and/or other agreements with the Bank (including, but not limited to, the Bank’s Privacy Statement and/or privacy notice/s).

2.8. “Debit Card” means the Virtual Debit Card or Physical Debit Card issued by the Bank to the Customer, which card is linked to the Customer’s Deposit Account and allows the Customer certain access to the deposited funds in their linked Deposit Account through withdrawals, purchases, and/or other transactions done through the internet, mobile applications, automated teller machines (“ATMs”), and/or point of sale (“POS”) terminals.

2.9. “Deposit Account” means any deposit account opened by the Customer with the Bank on the Application (including, but not limited to, savings, current, and/or time deposit account/s, as may be made available by the Bank on the Application).

2.10. “Device” means any and all electronic, wireless, communication, transmission, or telecommunication tools, hardware, or media, including, but not limited to, the internet,

computer, or mobile devices, terminal, or system that may be used and/or required to access and/or use the Application.

- 2.11. "PDIC" means the Philippine Deposit Insurance Corporation and/or any successor Authority thereof.
- 2.12. "Philippine Peso" or "PHP" means Philippine pesos and/or such prevailing lawful currency of the Philippines.
- 2.13. "Security Codes" means personal identification numbers ("PIN"), passwords, personal identifiers, biometrics identifiers, digital identifiers, other codes (including one-time password or "OTP"), and verification procedures whether set by you or us that would allow your access to your Account, our Application, and/or our Services.
- 2.14. "Services" means any banking and other products, services, features, and facilities which we may offer and/or make available to you from time to time via electronic and non-electronic means. They include, but are not limited to:
- (a) the Application;
 - (b) the Account;
 - (c) the Deposit Account;
 - (d) any Debit Card service offered by the Bank, including, but not limited to, the Virtual Debit Card and the Physical Debit Card;
 - (e) any Credit Card service offered by the Bank, including, but not limited to, the Virtual Credit Card and Physical Credit Card;
 - (f) any other product, service, feature, and/or facility made available on the Application and/or, officially, on other platforms by the Bank on its own behalf and/or on behalf of any other person, such as, without limitation, through cross-selling, outsourcing to us of third persons, linkages to Third Party Account/s, and/or other third party partnerships and/or other dealings;
 - (g) any and all product and/or service information, features, data, text, images, photographs, graphics, music, sounds, video (including live streams), messages, tags, content, programming, software, application services (including, without limitation, any mobile application services) and other materials made available by the Bank; and
 - (h) any banking products and/or services accessible and/or made available by the Bank via any Device, officially through any of the Bank's offices, electronic statements, electronic advice, transaction alerts, any electronic and non-electronic modes of opening, using, operating, maintaining and/or performing any act in relation to the Account, Application, and/or any of the foregoing Services, in or outside the Philippines.
- 2.15. "Transaction" means any transaction, whether financial or non-financial, conducted, permitted and/or otherwise made possible by any Customer in relation to the Services, the Application, the Customer's Deposit Account/s, Credit Card, and/or Debit Card. Financial transactions shall include, without limitation, deposits, payments, withdrawals, and transfers (including, but not limited to, transfers via Quick Response ("QR") code; multi-proxy service ("MPS") transfers; third-party funds transfer service providers, network and/or clearing houses (such as, but not limited to, PESONet and InstaPay); intra-bank transfers, and interbank transfers). Non-financial transactions shall include, without limitation, balance inquiry, logins, viewing account history, linkages to Third Party Account/s, and linking of Credit Cards, Debit Card and/or other cards.

3. CONFIDENTIALITY AND PRIVACY

- 3.1. Your privacy is very important to us. We have made available our Privacy Statement on our website at <https://www.maribank.ph>, which Privacy Statement, as it may be amended from time to time, is deemed incorporated herein. Please review our Privacy Statement to understand how we collect, process, disclose, store, and use the personal data associated with your Account, Transactions, and/or your use of the Services. In relation to the Application and the Services, you expressly consent to our collection, use, disclosure, storage, and/or processing of your personal data or company data in accordance with and/or incidental to the Privacy Statement.
- 3.2. We shall keep your information, your Account information, and your agreements with us (including, but not limited to, personal data provided and/or made available by or in relation to the foregoing) (collectively, "Customer Information") confidential as may be required by Applicable Laws and/or as may be outlined in these Terms of Service, our Privacy Statement, our privacy notice/s, our other terms and conditions, and/or your other agreements with us (collectively, "Bank Agreements"), as applicable. You agree that we may, however, disclose such Customer Information to any of the following (and allow the following to process your Customer Information):
- (a) any of our offices, affiliates, subsidiaries, and related corporations and/or their employees (collectively, "Our Group") and/or any agents, contractors, subcontractors, suppliers, vendors, service providers, and/or professional advisers of any part of Our Group who are under a duty of confidentiality to us and/or such relevant part of Our Group;
 - (b) any Authority, including, but not limited to, the Philippine Statistics Authority (such as, without limitation, in relation to the Philippine Identification System ("PhilSys")), or deemed by the Bank and/or Our Group to be pursuant to any Applicable Laws (including, but not limited to, any person in relation to the coordinated verification of any disputed transaction) and/or order and/or requirement of any Authority, and/or any person in relation to any dispute or action involving you, your Account, any of the Services, Linkages, Platform Hosting, the Application, and/or these Terms of Service;
 - (c) any credit bureau or agency, special accessing entity, credit scoring company or alternative data company, clearing house or trade repository as may be necessary and/or required by the Applicable Laws, and/or any financial institution and/or Third Parties with which you have and/or intend to have dealings;
 - (d) an external auditor, insurer or insurance broker and/or agent, custodian, credit and/or security provider engaged by you and/or us and/or in relation to this Agreement and/or any dealings with you, us, and/or any relevant third persons;
 - (e) to any person who is a party to any of your agreements and/or is a part of any of your transactions or dealings with us and/or any party, any Third Party Provider/s and/or Partner/s, or where we deem that there is legitimate purpose to do so, and/or if otherwise permitted by Applicable Laws, and/or with your consent; and
 - (f) any person in relation to carrying out or giving out effect to the transactions contemplated herein and/or by your instructions to or dealings with us, Third Party Provider/s, and/or Partner/s (including, but not limited to, payments and transfers) and/or any person we may actually or potentially enter into an agreement with in relation to our interests, rights and/or obligations under these Terms of Service and/or your other agreements with us (including, but not limited to, any assignment, novation and/or transfer).

You also agree that the foregoing persons may disclose your information (including, but not limited to, personal data, credit information, financial information, and PhilSys-related information) to any other such person and/or to us and allow them and/or us to process such information.

The authorities under this provision shall retroact to the date that you provided and/or made available and/or accessible any information to us, applied to open your Account and/or to avail of any Services with us, and/or otherwise first used the Application, whichever is earlier, and shall survive the termination and/or closure of these Terms of Service, your Account with us, any of your agreements with us, and/or any of the Services, Linkages, and/or Third Party Account/s.

- 3.3. We may provide Platform Hosting services, offer and/or implement manual and/or automatic Linkages, promotions, outsource and/or be the outsourcer and/or service provider of some services (for instance, without limitation, authentication services, scan and pay services, and/or know-your-customer services), establish and/or allow the creation of microsites and/or SDKs in our Application and/or other platforms, and/or enter into partnerships with third persons for the provision of our Services and/or their products and/or services (such as, without limitation, as a digital marketplace operator and/or loan channeling partner). These entail the sharing of your information to and from the Bank.

By using our Application, applying for and/or availing of any Account and/or any of the Services, applying for and/or availing of the Linkages (whether manual or automatic) and/or promotions, in relation to our possible Platform Hosting services, and/or in relation to any services that we may outsource or may be outsourced to us, you consent to, among others, without limitation, the sharing of your information (such as, without limitation, customer information, financial information and/or personal data, including, but not limited to, user ID, user name, picture, date of birth, gender, identification information, account information and/or credit information) among the Bank, Third Party Provider/s and/or Partner/s (including, but not limited to, Shopee, SPayLater, SLoans, ShopeePay, and/or Sealnsure) and these Terms of Service, including, but not limited to, the Third Party Linkage Terms and Conditions.

- 3.4. The Customer represents and warrants that any and all information provided and/or made available and/or accessible by or on behalf of the Customer to the Bank, including, but not limited to, in relation to any referral (whether as the person referring or being referred), contact person, application and/or availment of any Services, any Transaction and/or to and/from Third Party Provider/s and/or Partner/s, are true and accurate.
- 3.5. We may offer and/or carry out promotions, including, but not limited to, referral programs. Where you are the person being referred, by inputting any referral code during the Account registration, you acknowledge that the referrer may have a limited view of your personal data, other information, and/or the referral progress.
- 3.6. Customers (the "Receiving Party") in possession of and/or having access to, and/or providing and/or making available and/or accessible another person's (the "Disclosing Party") information (including, but not limited to, another Customer's Customer Information) (collectively, "External Information") represents, warrants, and undertakes to the Bank that:

- (a) the Receiving Party has complied, and will comply, with all Applicable Laws in relation to such External Information, including, but not limited to, those on personal data protection; and
- (b) the Receiving Party has obtained and undertakes to maintain the Disclosing Party's consent to:
 - (i) the disclosure and/or sharing of the Disclosing Party's External Information to the Bank (and, where applicable, to Third Party Provider/s and Partner/s); and
 - (ii) the collection, use, disclosure, transfer, and retention of his/her/their External Information by the Bank (and, where applicable, to Third Party Provider/s and Partner/s) pursuant to any Applicable Laws (including, but not limited to, any internal policies or procedure of the Bank (and, where applicable, of the Third Party Provider/s and Partner/s) established for the purpose of complying with such Applicable Laws) and/or orders or requests from any Authority; the promotion, evaluation, marketing or provision of and/or in relation to the Bank's Application and/or Services (and, where applicable, to Third Party Provider/s' and Partner/s' products and/or services); and/or other purposes in accordance with and/or incidental to the Bank's (and, where applicable, to Third Party Provider/s' and Partner/s') privacy notice, privacy statement, privacy policy and/or data sharing, and/or other data privacy agreement/s, as any of the foregoing may be amended from time to time (collectively, "Privacy Agreements").
- (c) the Receiving Party agrees to, and has caused and shall continue to cause the Disclosing Party to agree to, the Bank's (and, where applicable, to Third Party Provider/s' and Partner/s') Privacy Agreements.

4. GENERAL CONDITIONS OF USE OF THE SERVICES AND OPENING OF THE ACCOUNT

4.1. In order to register as a Customer in the Application, the Customer needs to fulfill (and the Customer hereby confirms that it fulfills) the following basic criteria:

- (a) be at least eighteen (18) years old at the time of registration;
- (b) have the legal capacity and have the legal authority to enter into binding agreements (including, but not limited to, with us) and is not prohibited or under any other legal impediment to doing so under the Applicable Laws or under any other agreements; and
- (c) be a natural person or individual who is a resident of the Philippines.

You confirm that your residency information (including, but not limited to, tax residency) and United States Person status declared to us under this Application are true, correct, and accurate as of the date of your application to open an account with us and throughout the existence of your Account and these Terms of Service. You shall inform the Bank, within thirty (30) days of any change in circumstance affecting your tax status, without prejudice to any action we may take or any remedy we may have in relation to any change in circumstance.

4.2. Registration of the Account may only be done through the Application which may be downloaded through the Apple Store, Google Play Store, or the Huawei App Gallery. The potential Customer needs to be in ownership of a smartphone with minimum

criteria set by us from time to time and have an active and valid Philippine mobile phone number to get the OTP and other information that may be provided by us to you. For the avoidance of doubt, the Customer needs to make sure that the Application is always updated to its latest version.

- 4.3. To access the Application and/or our Services, you are required to register for an Account by providing, among others, your mobile telephone number and selecting a password. We shall not be responsible for the validity, ownership, activity, and capacity of the Device and mobile phone number and account, as well as the security of the password you have selected. You authorize the Bank to fully rely on that the Device, mobile telephone number, and password used to access, and any documents, files, and information provided or actions performed in relation to, the Application and/or our Services, were owned, controlled, provided and performed by you, without the need of any verification.
- 4.4. You are obliged to complete the registration process and any other requirements as determined by the Bank from time to time.
- 4.5. Upon the completion of the registration process through the Application, the Account will be opened by us, but not yet activated. Any banking activities may only be done after we have completed the verification process in accordance with these Terms of Service and the Applicable Laws which is when the Account status will become active.
- 4.6. Your opening, use, operation, availment, and maintenance of your Account and the Services shall be subject to the Bank's policies, procedures, restrictions, and requirements, including, but not limited to, measures and controls relating to security and/or to prevent, combat, and/or manage the risk of fraud, financial crime, money laundering, terrorist financing, financial account scamming, money muling activities, and social engineering activities.
- 4.7. The Customer may close your Account by contacting our Customer Care, subject to the Bank's policies, procedures and requirements, as well as to the terms of any of your agreements with the Bank, including, but not limited to, these Terms of Service.
- 4.8. We may also close the Account by notice to you for any reason and/or in accordance with these Terms of Service, including, but not limited to, where the Bank deems, in its discretion, that you have or may have breached any Applicable Laws and/or any of your agreements with us (including, but not limited to, these Terms of Service) and/or you have committed any acts which are or may be construed by the Bank as fraudulent in nature.
- 4.9. The authorities, rights, and remedies granted to the Bank and/or Our Group in your agreements with us, including, but not limited to, these Terms of Service shall survive the closure of the Account or any termination of the Services. For the avoidance of doubt, any closure of the Account or termination of the Services does not affect any of the Customer's or our rights and obligations which may have accrued prior to the closure or any rights and obligations relating to events which may have occurred prior to the closure, including, but not limited to, any liabilities that a Customer may have incurred in respect of their use of the Services.
- 4.10. If the Customer's Account is closed (whether voluntary or otherwise):

- (a) the Customer shall, at the Bank's option, be subject to such administration and/or other fees and/or other charges and/or deductions as may be determined by us from time to time arising from the Account closure and/or other relevant actions and/or transactions in relation to the Account;
- (b) the Customer may, at the Bank's option, be required to withdraw the remaining balance or to transfer it to other bank accounts or the Bank may, at its option, return the remaining balance to the Customer via check sent to the Customer's last address registered with the Bank (which sending shall be deemed the Customer's receipt of the remaining balance) or be held by us in any manner (including, but not limited to, in a suspense account with our Bank until you collect the same); Provided that, in the event the Bank will continue to hold the remaining balance in any manner (whether due to the Customer's failure to withdraw the same or otherwise), at the Bank's option, such amounts may be deemed not to bear interest, deemed to be not capable of being transacted on (except for your collection of the remaining balance in accordance with the Bank's requirements), and deemed to be subject to the Bank's fees, charges and/or deductions and your obligations to the Bank (including, but not limited to, set-off, compensation, authority to debit, permitted disclosures, data privacy provisions, freezing or otherwise restriction of funds, dormancy and unclaimed balances) whether under these Terms of Service, the Privacy Statement and/or any other agreement you have with the Bank; Provided, further that, in the event the Bank will continue to hold the remaining balance in any manner (whether due to the Customer's failure to withdraw the same or otherwise), at the Bank's option, the periods for dormancy and/or unclaimed balances may be deemed not to have been interrupted by the closure of the Account or the holding by the Bank of the remaining balance in any manner other than through the Account;
- (c) the Customer may be required to settle all outstanding liabilities and obligations to the Bank and/or Our Group and the Bank and/or Our Group shall continue to have the rights, remedies and authorities in your agreements with the Bank and/or Our Group, including, but not limited to, set-off, compensation, and authority to debit.

4.11. The Customer agrees that the Bank has the right, at its sole and absolute discretion, to immediately impose Account Restrictions and impose Account Restriction Charges.

Account Restrictions refer to the right to the Bank to close, block, suspend, restrict, reject, reverse, return or hold funds in relation to, and/or freeze, the Customer's Account, any incoming and/or outgoing transactions relating to the Customer's Account, and/or any of the Services.

Account Restriction Charges refer to the corresponding charges and/or deductions that the Bank may determine from time to time, and which may be imposed because of an Account Restriction.

The Bank will notify you if an Account Restriction has been imposed, and if any Account Restriction Charges has been charged. The Bank is not required to disclose the reason for imposing the Account Restriction.

Account Restrictions and Account Restriction Charges may be imposed in any of, but not limited to, the following cases:

- (a) The Customer fails to enter the correct password and/or PIN and/or otherwise fails to meet any of the Bank's policies, procedures, and/or requirements (including, but not limited to, any security and/or fraud controls) when accessing the Account and/or Services.
- (b) Any of the Customer's Accounts, Services, and/or Third Party Account/s is/are believed by the Bank and/or Our Group, at its discretion, to have been misused and/or improperly used, including, but not limited to, in relation to financial account scamming; money muling activities; social engineering activities; criminal activities; sanctioned activities, persons, countries and/or vessels; financial crime, money laundering and/or terrorist financing; and/or otherwise involved in (potentially or actually) fraudulent and/or suspicious activities and/or intentions.
- (c) The Customer:
 - (i) provides and/or otherwise makes available data, document, and/or information that is considered by us and/or Our Group as suspicious, relating to any potential or actual breach of any of your agreements with us and/or Our Group (including, but not limited to, these Terms of Service), and/or relating to any potential or actual breach of Applicable Laws;
 - (ii) provides and/or otherwise makes available data, document, and/or information that is false, invalid, incomplete, and/or misleading;
 - (iii) is unwilling or fails to promptly provide and/or otherwise make available any data, document, and/or information requested or required by us, as the Bank and/or Our Group may consider to be required by Applicable Laws, and/or as may be required any of your agreements with the Bank or Our Group (including, but not limited to, these Terms of Service) in the manner and form as may be required by the Bank and/or Our Group from time to time; and/or
 - (iv) is deemed by the Bank to not be actually or potentially non-compliant with Applicable Laws, including, but not limited to, through sanctions and/or other screening, know your customer and/or other customer due diligence, checking of negative lists (including, but not limited to, terrorist and/or terrorist group watch lists and/or weapons of mass destruction proliferation watch lists), whether required by Applicable Laws or otherwise.
- (d) There is an order and/or request from the police, prosecutors, courts, tax authority, or any other Authority and/or otherwise deemed by the Bank and/or Our Group to be in accordance with the Applicable Laws.
- (e) The Customer has been deemed by the Bank and/or Our Group to be in potential or actual breach of any of its agreements with the Bank and/or Our Group, including, but not limited to, these Terms of Service), such as, without limitation, any failure or unwillingness by you to pay, resolve and/or settle your obligations, liabilities, loans, credit facilities and/or debts the Bank or Our Group.
- (f) The Account Restriction is required or otherwise necessary in order for the Bank to comply with requirements under Applicable Laws.

4.12. In the event that the Customer's Account is closed for any reason, for the avoidance of doubt, all outstanding charges, fees and other expenses for which the Bank and/or Our Group deems the Customer to be liable shall, at the Bank's option, immediately become due upon notice, without need of demand, and may be immediately set-off or debited from any remaining funds of the Customer held by the Bank and/or any member of Our Group (including, but not limited to, the Deposit Account and Third Party

Account/s, regardless of whether classified as a payroll or other employment- or service-related account and regardless of whether bearing amounts from your salaries and/or employment- and/or service-related payments, compensation and/or benefits). For the further avoidance of doubt, Clause 4.10 shall apply to any closures of the Customer's Account.

- 4.13. Deposit Account(s) shall be subject to applicable rules, and regulations of the PDIC, including the insured value. Unless otherwise increased or reduced by the PDIC, deposits are insured by the PDIC up to a maximum amount of One Million Philippine Pesos (PHP1,000,000.00) per depositor. PDIC shall assume that the name(s) appearing on the deposit instrument is/are the actual/beneficial owner(s) of the deposit, except as provided herein.
- 4.14. The Customer's saving balance that (a) exceeds the maximum value of the insured deposit or (b) is excluded pursuant to Republic Act No. 3591, as amended, is deposited at risk, and is entirely the responsibility, of the Customer.
- 4.15. In the event that the Customer:
- (a) dies or otherwise becomes incapacitated;
 - (b) becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors, or is deemed by the Bank and/or Our Group to be unable to pay debts as they become due, or shall file a voluntary petition for bankruptcy or insolvency or be the subject of a petition for bankruptcy or insolvency;
 - (c) is unable, or fails, to pay any amount owing to the Bank and/or Our Group;
 - (d) is placed under guardianship due to certain conditions; or
 - (e) for any reason, does not have the right to organize, maintain, or retain any funds or enter into agreements;

(collectively, the "Termination Events")

at the Bank's option, the Account may be closed, and the remaining balance of the Account (less any fees, charges, and taxes deducted pursuant to the Applicable Laws, as may be determined by the Bank from time to time, and/or in accordance with any of your agreements with the Bank, including, but not limited to, these Terms of Service) may, at the Bank's option, be handled in accordance with Clause 4.10 or paid to the person determined by the Bank, at its discretion to be, the appointed guardian, heir, assign, successor, or other substitute of the Customer (collectively, "Representative/s"). Any such payment of the remaining balance shall be, subject to, the Bank's policies, procedures and requirements, what the Bank deems to be the requirements of Applicable Laws, as well as your agreements with the Bank and/or Our Group, including, but not limited to, these Terms of Service. Any person, including, but not limited to, the Customer and the Representative/s, (collectively, the "Submitting Person") providing and/or making available to us information, data, and documents in relation to the payment of the remaining balance of the Account, authority of the Representative/s, and/or existence of any of the Termination Events represents and warrants to us that the information, data, and documents are true and correct and not misleading and, without prejudice to any other rights and remedies of the Bank and/or Our Group, undertakes to notify us of any changes and/or corrections, as well as all information, data, and documents the Bank and/or Our Group may require in relation to the same. The Submitting Person and the Customer authorizes the Bank and/or Our Group to rely on such information, data, and documents provided and/or made available to us and for the

Bank to check (provided that, the Bank shall have the right, but not the obligation, to so check at its option) the authenticity, sufficiency and validity of such information, data, and documents prior to any actions permitted under these Terms of Service.

- 4.16. In the event of a dispute between the Customer and the appointed party, heir or substitute, or between multiple parties claiming to be the legitimate heir, we reserve the right to postpone the payment until the appropriate court decision has been rendered or a settlement between the disputing parties has been reached, in each case the parties to execute and deliver a release, waiver, and indemnity in our favor.
- 4.17. The Bank has the right to change the status of an active Account to an inactive/dormant account if there are no financial transactions, including debiting or crediting transactions, conducted by the Customer for one (1) year for current or checking accounts, or two (2) years for savings accounts, or for such other period prescribed under the Applicable Laws.
- 4.18. As long as the Account is in a dormant status, all transactions cannot be carried out, and interest shall not be earned.
- 4.19. Activation of a dormant account can be carried out based on the Customer's request in accordance with the activation procedures that we determine from time to time. The Customer may apply to activate a dormant Account by first contacting our Customer Care.
- 4.20. The Customer will be notified sixty (60) days prior to the change of account status from active to dormant. The Bank may impose a dormancy fee on a dormant Deposit Account five (5) years after the last activity. The dormancy fee shall, if applicable, be charged in addition to the maintenance fee for falling below the required minimum monthly average daily balance.
- 4.21. All "unclaimed balances" which represent deposits of money and/or interest accrued thereon held by the Bank for any depositor who has no financial transactions for a period of ten (10) years or more, or such other period specified under the Applicable Laws, shall be reported and, when so ordered, deposited by the Bank to the Treasury of the Philippines, to the credit of the government of the Republic of the Philippines.
- 4.22. Conflict of Interest. The Bank reserves the right, in its sole and absolute discretion, to disqualify You from applying for, availing, or maintaining certain products, services, accounts, or credit facilities if the Bank identifies a potential, actual, or perceived conflict of interest. For the purposes of these Terms of Service, a conflict of interest includes, but is not limited to, situations where Your personal, professional, or financial relationships, positions, or obligations—including being an employee, directors, officer, or affiliate of the Bank or any relationship you may have with employees, directors, officers, or affiliates of the Bank—may compromise operational integrity, violate regulatory compliance standards, or create an unfair advantage. The Bank shall not be liable for any losses, damages, or missed opportunities resulting from a disqualification or service denial under this Section.

5. GENERAL TERMS FOR DEPOSIT ACCOUNT

- 5.1. These sections apply to your use of the Deposit Account.

Balance Inquiry

- 5.2. You may view the account balances of your enrolled Deposit Accounts. The account dashboard screen contains all your Deposit Accounts with the enrolled accounts.

Deposit Account Terms

- 5.3. Different Deposit Accounts may have different requirements. We may change these requirements from time to time by providing written notification to the Customer before such change takes effect.
- 5.4. We may, by providing written notification to the Customer before such change takes effect, convert one type of Deposit Account into another type or close any Deposit Account.
- 5.5. You are entitled to terminate your Account without penalty where you do not agree to any such changes mentioned in Sections 5.3 and 5.4 above, provided that such right is exercised within thirty (30) days from the prior written notification mentioned in Section 5.3. Any amount, including any fees and charges payable by you under the Account, shall be immediately due.

Fund Transfer

- 5.6. You may perform a fund transfer if:

- (a) we agree to your application for fund transfer;
- (b) you have sufficient funds available in your Account;
- (c) the allowable and required limits for fund transfer are met;
- (d) the information provided is true, correct, accurate, valid, and complete; and
- (e) you pay all fees, meet all requirements and perform all actions required for the fund transfer, and comply with all cut-off periods, policies, and procedures, as may be imposed and determined by the Bank and/or by the relevant electronic funds transfer service provider, clearing house or network such as, but not limited to, InstaPay and PESONet, from time to time.

- 5.7. We will not, in our sole discretion, refund any fees paid if we are unable to effect a fund transfer, unless the failure was solely and directly caused by us.

- 5.8. Fund transfer may be subject to the cut-off periods, fees, requirements, crediting and turn around periods, policies and procedures, and terms of third parties involved in the funds transfer, such as, but not limited to, the electronic funds transfer service provider; clearing house or network, internet, communications, cable or wireless provider; recipient or beneficiary bank or electronic wallet provider; and/or correspondent, intermediary or agent banks or other counterparties (collectively, "Third Parties").

- 5.9. The Bank shall neither be responsible nor liable for any non-transmission, delays, errors, omissions, suspension, non-performance, and/or interruptions beyond its reasonable control, including, but not limited to, those arising from Force Majeure events, or those resulting from or in connection with acts or omission of Third Parties and/or any incorrect, inaccurate, untrue, invalid and/or incomplete information provided to us by you or any of the Third Parties. Force Majeure events include any event

beyond the reasonable control of the Bank, such as flood, earthquake, typhoons, and other similar calamities or acts of God, or, epidemics, pandemics, fires, riots, war, insurrection, rebellion, coup d'etat, civil commotion, strikes or other similar civil, military or political disturbance, or acts of Authorities, unavailability of transportation or communication, and disruption or error involving any payment, settlement or clearing system.

5.10. We participate in the National Quick Response Code Standard ("QR Ph") standard which allows Bangko Sentral ng Pilipinas (BSP)-supervised financial institutions (BSFIs) to generate and read QR codes regardless of the source. In line with this, any QR code generated by us, or any QR code read by us in relation to you, may include, but may not be limited to, access to the following information on you:

- (a) name;
- (b) account number;
- (c) city; or
- (d) country code.

5.11. Fund transfers (including, but not limited to, payments) may be by the use of bank account numbers, QR codes compliant with the QR Ph standard, and/or by multi-proxy service which may allow Customers to make or receive funds transfers using identification other than a bank account number (including, but not limited to, a mobile phone number, email address, name, QR Code and/or other identification information). You acknowledge and agree that: (a) you may receive or access Customer Information of third persons (including, but not limited to, other Customers) and that you have the obligations in these Terms of Service and under the Applicable Laws in relation to such Customer Information; (b) other persons (including, but not limited to, the Bank, partner banks and/or other counterparties and/or other Customers) may receive or access your Customer Information and you consent and agree to such collection, use, sharing, disclosure, processing and/or storage of you Customer Information; and (c) the Bank shall in no way be responsible and/or liable for any losses, damages, liabilities, expenses and/or claims resulting from or in relation to the use of the multi-proxy service, the funds transfer through any method and/or the foregoing receipt and/or access of your or another person's Customer Information (including, but not limited to, any fraudulent or unauthorized use of the same) and you shall indemnify the Bank and hold it free and harmless for such losses, damages, liabilities, expenses and/or claims that the Bank may incur in relation to the foregoing.

Deposit

5.12. You agree that the deposits to your Deposit Account must be made by you or your representative by accurately filling out the forms and/or any other documents required by us to perform such deposit. If you are unable to write for any reason, the forms must be filled out by your authorized representative other than an employee of the Bank. We shall not be liable for losses caused by any and all inaccuracies in filling out the form.

5.13. The initial deposit and the minimum subsequent deposits must be in such amount as may be reasonably determined by us.

5.14. We may, at our sole discretion, refuse to accept deposits or at any time return all or part of a deposit together with the interest due.

5.15. You shall be deemed to warrant each time any deposit is made in the Deposit Account that you have full and absolute title and right of disposition over all monies and funds in the Deposit Account.

5.16. Any person depositing for and on your behalf shall be considered by us as duly authorized by you to make the deposits.

Withdrawal

5.17. You agree that withdrawals from your Deposit Account must be made by you by filling out the required forms.

5.18. You shall not withdraw from the Deposit Account any amount in excess of the outstanding available balance.

5.19. You shall be deemed to warrant each time any withdrawal is made on the Deposit Account that you have full and absolute title and right of disposition over all monies and funds in the Deposit Account.

6. DEBIT CARD TERMS AND CONDITIONS

6.1. These sections apply to your use of the Debit Card.

Virtual Debit Card

6.2. Upon successful Deposit Account opening and onboarding, the Customer agrees that the Bank shall automatically issue and activate an online debit card ("Virtual Debit Card") that allows Transactions on online websites and mobile applications. In the event that the Customer already has the Deposit Account, the Customer may request the Bank to issue and activate the Virtual Debit Card.

Physical Debit Card

6.3. Upon request by You, the Bank may issue and deliver a physical debit card ("Physical Debit Card") that allows access to your Deposit Account's funds through POS terminals and ATMs. The Customer must sign the Physical Debit Card immediately upon receipt thereof. The Customer shall not permit any other person to sign or use the Physical Debit Card and should safeguard the Debit Card from misuse by retaining the Physical Debit Card under the Customer's personal control at all times. A corresponding fee will be charged for the issuance of the Physical Debit Card. In any event, the Bank reserves the right to deny issuance of the Physical Debit Card when the delivery address is outside the serviceable area or when the Bank is unable to handle the request or for any reason whatsoever.

Debit Card features

6.4. Validity. Unless terminated or cancelled earlier, the Virtual Debit Card will be valid for six (6) years from its date of issuance or the issuance of a Physical Debit Card, whichever comes later. Thereafter, your Virtual Debit Card will be auto-renewed two (2) months before expiry if the Account is in good standing as determined by the Bank in its sole

discretion. Unless terminated or cancelled earlier, the Physical Debit Card will be valid for six (6) years from its date of issuance. Thereafter, all the functions related to your use of the Physical

Debit Card will be deactivated. Upon request, a new Physical Debit Card may be issued at the Bank's sole discretion after the Virtual Debit Card has been renewed. A corresponding fee will be charged for the issuance of the new Physical Debit Card.

- 6.5. Acceptance. The Virtual Debit Card is accepted at online websites or mobile applications, which are members of the MasterCard network or other card networks that are or may subsequently be authorized by the Bank. The Physical Debit Card is accepted at ATMs and POS which are members of the MasterCard network or other card networks which are or may subsequently be authorized by the Bank, within or outside the Philippines. Transactions at ATM networks may be subject to such fees which will be debited from the Account used for the relevant Transactions. All fees and charges, including those incurred through the use of the Debit Card outside the Philippines, shall be billed and payable in PHP. The Bank shall debit or credit (as applicable) the amount of any withdrawal, transfer, and/or any other Transactions using your Debit Card from your Account. You shall ensure that you have sufficient funds available in your Account in advance to meet any Transactions. You shall not be entitled to overdraw the Account.
- 6.6. Binding Instructions. All Transactions using your Debit Card shall be considered as evidence that you have made correct, conclusive, and binding instructions to the Bank to facilitate such transactions.
- 6.7. Transaction Authentication for Online Transaction. For your own protection, the Bank may require authentication procedures, before it agrees to proceed with any Transactions via websites and mobile applications. The Bank, in its sole discretion, may verify any instructions given through the use of the OTP, although it is not obliged to do so. The input of the correct OTP to confirm any online purchase will be considered as evidence that you have made correct, conclusive, and binding instructions to the Bank. If you are unable to provide your OTP, or if the authentication through 3D Secure service otherwise fails, the merchant will not accept your Debit Card for that Transaction. You agree that the Bank shall not be liable for any refusal by the merchant to accept your Debit Card for the payment, whatever the reasons shall be.
- 6.8. Transaction Authentication for Offline Transaction. For your own protection, the Bank may require the following authentication procedures before it agrees to proceed with any transaction using the Physical Debit Card.
 - (a) ATM. Withdrawals/inquiries on your Deposit Account through any ATM can be made using a valid Physical Debit Card together with your correct PIN. You may also check the balance in your Deposit Account through the Application.
 - (b) POS. Purchases/payments made via a POS, regardless of the amount, whether contact or contactless, require a valid Physical Debit Card and may further require the correct PIN or valid signature, depending on the acquiring institution's discretion.
- 6.9. Physical Debit Card Activation. To prevent unauthorized persons from using your Physical Debit Card, you cannot use it until its activation. To activate your Physical

Debit Card, you need to follow the activation instructions indicated in your card mailer, including, but not limited to, using the Application to scan the QR code shown in the card mailer or input the activation code included in the card mailer.

- 6.10. PIN. By default, the PIN of your Debit Card will be the same as the PIN you created under Section 10.1. You have the option to change the PIN of your Debit Card via the Application. All withdrawals from your Deposit Account through any ATMs using the Physical Debit Card and authorized by your nominated PIN shall be conclusively presumed to have been personally made or authorized by you. The PIN is strictly confidential and shall not be disclosed, given to, or made available for use by any person other than the Customer under any circumstances. The Customer shall hold the Bank free and harmless from any liability whatsoever for any loss or damage incurred by or liability suffered by the Customer from any breach of or non-compliance with this Section.
- 6.11. Bank's Rights for Debit Card Transactions. Without prejudice to the other provisions hereof, to the fullest extent permitted by Applicable Laws, without need to provide any reason, the Bank has the absolute discretion, upon notice: (a) to refuse to approve any proposed Transactions using your Debit Card even if there is sufficient available balance in the Deposit Account; (b) to suspend, terminate or cancel the Customer's right to use the Debit Card; (c) to increase or decrease the daily transaction limit of the Debit Card; (d) to refuse to reissue, renew or replace the Debit Card and/or (e) to introduce, amend, vary, restrict, terminate or withdraw the benefits, services, facilities and privileges with respect to or in connection with the Debit Card, whether specifically relating to the Customer or generally to all or specific Customers.

Replacement of Lost, Stolen, or Captured Physical Debit Cards

- 6.12. In case of loss, theft, or capture of a Physical Debit Card:

- (a) in the event the Customer has access to the Application, the Customer shall immediately report and cancel the Debit Card using the Application; or
- (b) in the event the Customer does not have access to the Application, the Customer shall immediately report to the Bank through the hotline number specified under Section 18.1(b) of such loss, theft, or capture and request for the cancellation of the Debit Card. Cancellation of the Debit Card shall be processed only upon proper authentication of the phone call. Such a report shall give details of the place, date, time, and circumstances of the incident and the last purchase/s and/or transaction/s made prior to the loss or theft of the Physical Debit Card.

The Bank shall not be liable for any loss, damage, or liability you shall suffer if the Physical Debit Card is used for fraudulent purposes prior to the time you report to the Bank and the actual cancellation of the Physical Debit Card. Upon cancellation of your Debit Card, you may request a new Virtual Debit Card where a new card number will be issued to you. Upon request for a new Physical Debit Card, a new Physical Debit Card will be issued and delivered to you, at your cost.

Ownership of Debit Cards; Non-transferability; Termination

- 6.13. The Debit Card is for your exclusive use. The Debit Cards are not transferable. You should not allow another person to use the Debit Card issued to you. The Bank is the

owner of the Debit Cards, and as such, may suspend, block, terminate, or cancel the same at any time for any reason, upon notice to you, and without liability on the part of the Bank for such suspension, blocking, termination, or cancellation.

Responsibilities of Cardholder

- 6.14. As a Customer availing yourself to use of the Debit Card, you control the Transactions involving your Debit Card. Whenever you use your Debit Card, you are giving instructions to the Bank, for example, to deduct a specific amount from your Deposit Account and authorize the withdrawal, payment, or fund transfer. Such instructions are considered conclusive and binding evidence of such transactions.
- 6.15. You agree to use the Debit Card for lawful banking transactions and purposes only. You further agree and warrant that the proceeds of the Debit Card withdrawals abroad shall not be used for foreign investments or for the payment of foreign loans or for any other purpose in violation of any existing foreign exchange rules and regulations.
- 6.16. You agree to pay and have full responsibility for:
- (a) any and all amounts charged to the Debit Card, including withdrawals, payments, applicable fees, and other charges, which are deducted from your Deposit Account, whether incurred in the Philippines or abroad, whether authorized or unauthorized by you, subject to your obligation to notify the Bank in case your Debit Card or the Device in which the Application is installed is lost or stolen;
 - (b) the charges, which are deducted from your Deposit Account, without the necessity of proof of a signed charge or sales slip, even without actually receiving a statement of account, and regardless of the manner of collection used;
 - (c) at all times, the care and safety of the Debit Card and confidentiality of the PIN, and you agree to safeguard the Debit Card and the PIN against loss, theft, and fraudulent or unauthorized use where such care and safeguard shall include but not limited to locking or permanent deactivation of your Debit Card via the Application in the event of the occurrence of any aforementioned circumstances; otherwise you agree to be held liable for all the payments, withdrawals, and charges made or incurred from the use of the lost or stolen Debit Card even if said transactions were incurred without your knowledge or authority;
 - (d) the PIN of your Debit Card, which is strictly confidential and should not be disclosed, given to, or made available for use by any other person under any circumstances, including the Bank; and
 - (e) the accuracy and completeness of the details of your instructions such as, but not limited to, account information, amounts, check numbers, account numbers with third party payees, and any other information that you or your representative provide to us based on your instructions or files uploaded to the system.

Dispute of Transactions

- 6.17. Unauthorized Transactions. If the Customer sees any unrecognized Transaction on the notifications received from the Bank, or on the in-app Transaction history, the Customer should immediately report and cancel the Debit Card using the Application or report immediately to the Bank by calling the hotline number specified under Section 18.1(b) and request for cancellation of the Debit Card. Should there be any disputed Transaction, it must be raised by the Customer within sixty (60) days from the date of

Transaction and the Bank may require the Customer to complete a dispute resolution form. Only after the receipt of the completed dispute resolution form will the Bank be able to start the investigation and chargeback process on the disputed Transaction. The Bank will use its best efforts to notify the Customer of the outcome within one hundred and twenty (120) Business Days. For online Transactions, should the Bank find an OTP authentication record, it shall be deemed that the Transaction was authorized and the Bank reserves the right to impose the liability for the disputed Transaction on the Customer.

- 6.18. Authorized Transactions. Transactions are deemed authorized when either one or all of the following conditions are met: (a) the Customer's signature appears on or is affixed to the sales slip, or the correct PIN is entered for POS Transactions; (b) the password/authorization code is successfully keyed-in for e-commerce, electronic and/or mobile phone-based transactions; (c) short messaging service ("SMS") is sent from the Customer's mobile phone to verify the Transaction; (d) when the Customer has successfully entered his/her payment details (e.g., card account number, expiration date, card verification code); (e) when the Customer has utilized the Physical Debit Card by tapping it or waving it against the POS terminals in a contactless manner (within the limits specified by the Bank); or (f) once a user is authenticated and logged in to the Application, web portal, or platform, or accessed through an accredited third party platform or channel. This shall be sufficient evidence that any and all activity has been made and validated and cannot be disputed by the Customer. If the merchant fails to deliver goods or services as per the delivery timeline stated in the sales agreement or if the Customer is not satisfied with the quality of the product/services provided by the merchant, the Customer should contact and resolve the dispute with the merchant directly. In cases where the merchant refuses, the Bank may, but is under no obligation to, assist the Customer in filing a dispute provided that the Customer provides supporting documentation in order for the Bank to initiate a chargeback. The Bank will notify the Customer of the outcome within one hundred and twenty (120) Business Days from the filing of the dispute; provided, that nothing herein shall relieve the Customer of any obligations to the Bank arising from or in connection with the use of the Debit Card. For the avoidance of doubt, whenever the Debit Card is used for the payment of goods and services from participating merchants, the Customer agrees that the Bank makes no representation or warranty on any of the goods and services offered by the merchants and is not responsible if the goods or services are in any way deficient or otherwise unsatisfactory.

Provisioned Virtual Cards

- 6.19. The terms and conditions in Sections 6.19 to 6.31 apply when you add your Debit Card to a third-party application on your mobile device ("Digital Wallet") for use in an electronic format as a Provisioned Virtual Card without presenting the physical card. You agree to these terms when you add, activate and/or provision the Debit Card for use within a Digital Wallet, or use your Provisioned Virtual Card.
- 6.20. Eligibility. We reserve the right to determine at our sole and absolute discretion all matters arising out of or in connection with the Provisioned Virtual Card, including your eligibility for the Provisioned Virtual Card. A Debit Card which is not in good standing, may not be eligible for use as a Provisioned Virtual Card in a Digital Wallet. Our determination of all matters relating to the Provisioned Virtual Card shall be final and binding, and no correspondence will be entertained.

- 6.21. Setting Up and Using a Provisioned Virtual Card. You are required to comply with the terms of the Digital Wallet provider to provision your Debit Card for use within a Digital Wallet. The Digital Wallet provider may decline your enrolment of a Card within a Digital Wallet and suspend, delete or reactivate a Provisioned Virtual Card enrolled within the Digital Wallet. We shall not be liable if you are unable to enroll a Card within a Digital Wallet for any reason.
- 6.22. You may use your Provisioned Virtual Card for authorized transactions subject to applicable limits or conditions we impose. Transactions made on your Provisioned Virtual Card will be charged to your Debit Card. The use of your Debit Card as a Provisioned Virtual Card (including any applicable interest, fees, and charges) shall be governed under these Terms of Service. Card Associations and/or payment networks and participating merchants may establish a maximum dollar limit for a single transaction completed using your Provisioned Virtual Card.
- 6.23. Without prejudice to the foregoing, you acknowledge the ease with which unauthorized transactions may be carried out on your Provisioned Virtual Card. You accept the risk of unauthorized transactions and agree to undertake all necessary precautions against unauthorized use, when you use your Provisioned Virtual Card. You shall be liable for all transactions incurred on the Provisioned Virtual Card, including any erroneous or unauthorized transactions arising from fraud, recklessness, negligence, mistake or otherwise any circumstance not caused by MariBank, and you agree that we shall not be liable for any unauthorized transactions in such circumstances. MariBank will extend the necessary assistance to minimize or avoid any loss in such circumstances in accordance with Applicable Laws.
- 6.24. Digital Wallet. You agree to all terms of use imposed by the Digital Wallet provider or your mobile carrier, including fees and limitations which may restrict your use of the Provisioned Virtual Card and/or Digital Wallet. You are solely liable for all such fees and limitations. When you enroll your Debit Card for use within a Digital Wallet, you acknowledge that certain account information relating to the Debit Card may be transmitted to and stored within your mobile device, SIM card, with the Digital Wallet provider and/or on the system of a third party working with the Digital Wallet provider ("Stored Information"), and you agree that the Digital Wallet provider and/or the third party working with the Digital Wallet provider may use such Stored Information. We shall not be liable to you or any third party for the use or misuse of any Stored Information. You agree to delete all Stored Information from your mobile device if they are no longer in use or you are no longer the owner of your mobile device.
- 6.25. You shall be solely responsible for maintaining the security of your mobile device and the confidentiality of your Digital Wallet login information, including your username and password associated with your mobile device, and you agree not to permit any other person to access or use your mobile device or to use your Provisioned Virtual Card for transactions. You shall not use your Digital Wallet on any mobile device that you know or have reason to believe has had its security or integrity compromised for any reason, including where the mobile device has been "rooted", "jailbroken" or had its security mechanisms bypassed. You shall be solely liable for any losses, damages and expenses arising from your use of any Digital Wallet on a compromised mobile device.

- 6.26. Suspension, Termination and Cancellation. We may block, restrict, suspend, disqualify or terminate your use of your Provisioned Virtual Card within a Digital Wallet at any time, without notice and without providing any reason, including but not limited to (i) your breach of these Terms of Service, or any other terms and conditions as have been agreed with the Bank, (ii) our suspicion of fraudulent activity, and (iii) any cancellation or suspension of your Debit Card. You agree that we will not be liable to you or any third party for any action taken in respect of the foregoing.
- 6.27. Limitation of Liability. You agree that we are not responsible for the use or function of the Digital Wallet provided by your Digital Wallet provider, and we make no representations, warranties or conditions of any kind in relation to any Digital Wallet. We shall not be liable for your use of the Digital Wallet and/or Provisioned Virtual Card, including without limitation, the performance or nonperformance of your Digital Wallet and/or Provisioned Virtual Card, or any loss, injury or inconvenience which you may suffer.
- 6.28. You acknowledge and agree that access, use and maintenance of a Provisioned Virtual Card within a Digital Wallet depends on the Digital Wallet provider and telecommunication providers and other third-party services, applications or websites which we do not operate or have any control over. You agree that we are not liable to you for any circumstances which interrupt, prevent or otherwise affect the functioning of your Provisioned Virtual Card within a Digital Wallet, and you shall look to such Digital Wallet provider, telecommunication provider or any other service provider in the event of any dispute or loss arising from such use. You acknowledge and agree that we are not responsible for, and do not provide, any support or assistance for the Digital Wallet, any third-party hardware, software or other products or services, including any technology-related concerns you face in connection with the Digital Wallet or your mobile device, and you agree to contact the Digital Wallet provider for all concerns arising from the Digital Wallet.
- 6.29. You acknowledge that a participating merchant may be unable to accord you any rewards and/or benefits under a particular rewards and/or benefits program of the Bank, in the event of any system disruption or for any other reason, even if you qualify for such rewards and/or benefits with the use of your Provisioned Virtual Card. In such an event, you undertake to resolve all disputes directly with the merchant, and you agree that we are not liable for your non-receipt of any such reward and/or benefit.
- 6.30. Privacy and Security. When you set up your Debit Card for use in a Digital Wallet, you agree that we may disclose particulars of your Debit Card and/or the underlying Deposit Account (including personal data) to the Digital Wallet provider and/or any other relevant party we deem necessary and reasonable to make such disclosure to facilitate our provision of the relevant service. You further agree that we may disclose any particulars of your Debit Card, Provisioned Virtual Card, Digital Wallet and/or your use (including any personal data) to such parties as authorized under these Terms of Service or any other terms as you may have agreed with the us. You agree that we are not responsible for the privacy and security of any information you provide to, or is otherwise maintained by, the Digital Wallet provider, and such information shall be governed by the privacy policy of that Digital Wallet provider.
- 6.31. If you lose your mobile device which has a Digital Wallet containing your Provisioned Virtual Card, discover that your Provisioned Virtual Card has been used without your

authorization, or believe that your mobile device or Digital Wallet login information or equivalent has been compromised, you agree to notify us immediately and you may request that we deactivate your Debit Card by contacting our Customer Service Centre at the telephone number(s) that we specify from time to time. We may also require you to make a police report accompanied by written confirmation of such loss or disclosure and provide any other information that we may require. Until you notify us, you shall remain liable for all transactions carried out using your Provisioned Virtual Card.

7. TRANSACTIONS THROUGH THE ACCOUNT

- 7.1. All Transactions conducted by the Customer shall use PHP as the base currency. The use of foreign currencies for a Transaction shall be preceded by a currency conversion to PHP and shall be based on the exchange rate determined by us from time to time.
- 7.2. The Customer hereby releases the Bank from and indemnifies the Bank against, all losses, liability, claims, and expenses (including, but not limited to, legal fees) that may arise in relation to the Bank's proper execution of the Customer's instruction and/or the Transaction.
- 7.3. The debiting and crediting of the balance of the Customer are executed through in/out fund transfer or by other means provided by the Bank based on the Customer's instruction.
- 7.4. The Customer can refer to the in-app Transaction history or to any notification sent by the Bank as evidence that the Transaction has been successfully carried out. We will only provide a notification for certain Transactions that exceed the thresholds determined by us from time to time. The notification will be sent by SMS or email to the contact details provided by the Customer, or through in-app notifications, or in other manner we deem appropriate.
- 7.5. Transactions shall be subject to certain limits, including, but not limited to, limits as to partners (including, but not limited to, banks), as to period (including, but not limited to, daily, weekly, monthly, and/or annual limits), as to a number of transactions and/or as to standard transaction amounts. Any applicable limits can be accessed through the Bank's website or otherwise notified or made available to you.
- 7.6. 7.6. We, at our sole discretion, have the right at any time to change the applicable limits for each Transaction. We will notify Customers of changes to Transaction limits before such changes become effective, through the Application, the Bank's website or otherwise notified or made available to you.
- 7.7. 7.7. Once the Transaction has been authorized and consummated, the Bank shall not be held liable for any undelivered goods or non-performance of services, defects, damages, and after-sales services of such goods and/or services, and/or any other dispute between the merchant or biller and the Customer arising from such payment.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. You represent and warrant, from your application to open your Account and at all times, that:

- (a) you have full legal capacity and authority to open, maintain, and operate all Accounts and Services you have with us, and to give us all instructions in connection with the foregoing, and to comply with your obligations under these Terms of Service;
- (b) you have the power and have obtained all authorizations, consents, licenses, or approvals necessary to agree to these Terms of Service, and you will ensure the same are maintained in full force and effect;
- (c) your obligations under these Terms of Service are valid, binding, and enforceable on you in accordance with their terms and will not breach any agreement, authorizations, consents, licenses, approvals, or Applicable Laws;
- (d) you will not use any Account or Service in a manner that would contravene any Applicable Laws (including, but not limited to, anti-money laundering and terrorist financing laws and regulations), these Terms of Service, and/or such other guidelines, requirements, policies and/or procedures as the Bank may specify from time to time;
- (e) you are acting for your own account (i.e. you are the beneficial owner) and all Accounts and Deposit Accounts belong to you as principal and not as trustee, agent, or nominee. In this regard, you also acknowledge that we do not have to recognize any person other than you as having any interest in the Account or Deposit Account, and you agree that you shall use the same digital signature for all Accounts or Services;
- (f) you have not withheld any relevant information, and all information you provide to us is true, accurate, and complete, and if there is a change in the information provided, you will immediately report the change to us, without prejudice to any action we may take or any remedy we may have in relation to any change in the information;
- (g) you will not (i) offer, promise or give; or (ii) agree to receive or accept, any bribe and you shall comply with all Applicable Laws on anti-corruption and/or anti-bribery;
- (h) you will comply with all Applicable Laws that apply to you or your Account, including, but not limited to, reporting your worldwide income and paying taxes on the same to any applicable tax Authority;
- (i) none of your transactions with us will, directly or indirectly, be used to facilitate transactions to or from, or be discharged through funds or assets sourced in any manner from, or otherwise involve, any person, organization, country, entity or asset (including, but not limited to, vessels and aircraft) subject of Sanctions or otherwise sanctioned under the Applicable Laws or by any Authority;
- (j) you will comply with anti-money laundering and terrorist financing laws and regulations, and you acknowledge the Bank's obligations to make the necessary verifications, reporting, and other processes in compliance with such anti-money laundering and terrorist financing laws and regulations;
- (k) you and your assets do not have (and you waive the following for you and your assets) any immunity from suit, execution, attachment, the jurisdiction of any court or tribunal, or from the legal process;
- (l) you accept all the risks in connection with the use of the Application and the Services, without any responsibility or liability on the part of the Bank; and
- (m) you will provide us with any assistance, information, or documents that we may need or require from time to time (whether for us to comply with our obligations under the Applicable Laws, to act on your instructions and/or Transactions, for the operation of the Application, Account or Services, or otherwise).

9. NOTICES

- 9.1. Notices, information, documents, and communications will be sent in the manner we deem appropriate, including, but not limited to, via the Application using push notifications sent to the Customer's smartphone, through our website and/or official channels, or via electronic mail or SMS.
- 9.2. It is the Customer's responsibility to take all steps necessary to allow the Application to send push notifications to the Customer's smartphone. The Customer acknowledges that, if such steps are not taken, the Customer may not receive certain notifications from time to time.

10. ACCOUNTS AND SECURITY

- 10.1. Your Security Code will be required for, including but not limited to, login, device activation, application for Debit Card, Debit Card unlock, Debit Card detail's view, Debit Card daily transaction limit updates, Debit Card PIN updates, and the execution of each Transaction as required by us for authentication purposes. The Customer is required to create a solid password and PIN, and must not use a combination that can be easily guessed or use personal information such as date of birth and address. In the event that the Customer's Device allows facial recognition, fingerprint, and other similar biometric readers, the Customer understands the risks thereof and shall be solely responsible for any and all access and Transactions through such modes. Another person can use your digital token if you have given them access to unlock your mobile phone with their face and fingerprint. The use of such information will be considered as the Customer's negligence. The Customer is fully responsible for the security and the confidentiality of all the Application usage by the Customer and must take all precautions and reasonable care to prevent loss, theft, forgery, fraudulent or unauthorized use of the Services.
- 10.2. In the event that the Customer fails to enter the correct password and/or PIN several times, then the Customer's Account will be locked automatically and the Customer will be required to contact our Customer Care to unlock their Account.
- 10.3. The Customer must report to us as soon as possible when the Customer suspects or becomes aware: (a) that a Device or Security Code has been lost, stolen, or misused; (b) that a third party is aware of any Security Code; (c) where there has been unauthorized access to any of the Services; or (d) where the Customer becomes, or suspects to be, a victim of financial account scamming as defined under the Anti-Financial Account Scamming Act (R.A. 12010 or "AFASA") . If the Customer informs us that a Security Code has been compromised, we may require the Customer to change and/or cease using their password, PIN, or OTP.

Be advised however that any person who, with malice or in bad faith, reports or files completely unwarranted or false information that results in the temporary holding of funds may be held criminally liable for malicious reporting under the AFASA.

- 10.4. The confidentiality of the Customer's security information is the sole responsibility of the Customer, as such information is equivalent to a written instruction signed by the

Customer and shall be treated as an explicit authorization by the Customer for us to carry out a Transaction through the Application.

- 10.5. We will submit a verification process that meets our security standards to enable the Customer to perform the Transaction.
- 10.6. The Customer is also responsible for the performance and the security (including but not limited to taking all the necessary measures to prevent unauthorized use or access) of any Device used by the Customer to access the Application. The Customer acknowledges that the Accounts may be compromised through fraudulent acts or other methods, such as vishing, smishing, pharming, or such other schemes that enable unauthorized Transactions such as withdrawals from the Accounts using the Customer's PIN or Security Code, which the Customer may have provided through any of the following means: (a) response to an electronic mail or SMS request for information on the Account from fake or simulated websites; (b) use of electronic mail or internet facility (other than the secured website of the Bank) through which the Customer provides Account information; or (c) any other similar or analogous means. The Customer shall cooperate with the Bank in its efforts to prevent phishing, fraudulent acts, and other methods that may compromise the Accounts and accordingly, the Customer shall prevent the disclosure of any information relating to the Debit Card, the Account, and personal information, Security Code, and PIN to any unauthorized person. The Customer shall be responsible for any withdrawals that may result from phishing, fraudulent acts, and other methods that may compromise the Accounts, and the Customer shall indemnify and hold the Bank free and harmless against any and all losses, damages, penalties, liabilities, and costs of any kind arising from or in connection with phishing or the Customer's disclosure of any of the aforesaid information to any unauthorized person.
- 10.7. The Customer must ensure that the Device used to access the Application is free from electronic failure, mechanical failure or data corruption, computer viruses, bugs, and/or software that is harmful/prohibited by the telecommunication service provider, or the manufacturer or the vendor of the relevant equipment. This includes:
 - (a) the regular use of the Customer's personal Devices with software such as the latest anti-virus, anti-malware, and firewall software which are kept up to date and run with the latest anti-virus signatures; and
 - (b) ensuring that the Customer does not jailbreak, root, or modify the Device and/or other equipment, or download any prohibited application, as this may increase the Device's vulnerability to viruses and malware.
- 10.8. The Customer hereby exempts us from responsibility for any electronic/mechanical malfunction, data corruption, computer virus, bugs, and/or any other harmful software that may be caused by services provided by the relevant internet provider or information service provider.
- 10.9. By using the Application, the Customer understands that all communications and instructions from the Customer received by the Bank will be treated as conclusive authorization and legitimate evidence, despite not being in the form of a written document or issued in the form of signed documents, and therefore, the Customer agrees to indemnify and release the Bank from any loss, liability, claims, and expenses (including legal fees) that may arise from the execution of the Customer's instructions.

10.10. The Customer is responsible for:

- (a) ensuring that all instructions, either given through the Application or any other third party application that is integrated into any of the Customer's mobile applications, are accurate and complete;
- (b) ensuring that the Account has sufficient funds for us to carry out any instruction;
- (c) only using the same signature for all Services;
- (c) ensuring that any instructions provided to us are not varied or canceled after they have been received and/or processed by us;
- (d) following our instructions in connection with the Services and complying with the Applicable Laws; and
- (e) giving us all documents, information, and other assistance that we might require from time to time.

10.11. The Bank may, at the Bank's option, apply such security and control measures (including, but not limited to, facial verification, security codes, signatures, IDs, security information) as it may deem reasonable and/or proper in the circumstances and you authorize the Bank to rely on any such security and control measures as sufficient proof of your identity and the authenticity and validity of your Transactions and instructions (including, but not limited to, any permitted over-the-counter or online transactions and instructions), as well as any customer disputes, fraud and other complaints, and feedback, without need for the Bank to validate further (provided that, the Bank shall have the right, but not the obligation, to so validate). The Customer and such other person who provides and/or makes available such Transactions and instructions, customer disputes, fraud and other complaints, and feedback, represents and warrants to us that the information, data, and documents that they provide to us are true and correct and not misleading and, without prejudice to any other rights and remedies of the Bank and/or Our Group, undertakes to notify us of any changes and/or corrections, as well as all information, data, and documents the Bank and/or Our Group may require in relation to the same.

11. TRANSACTION RECORDS

11.1. We may issue statements or confirmation advice for your Accounts, in any form as prescribed by us, and by any mode of delivery as we may determine from time to time. If there is no activity in the Account, we may choose not to issue any statement or record.

11.2. Unless provided otherwise in these Terms of Service, should there be no dispute regarding the statement or confirmation advice raised by the Customer within seven (7) Business Days from the date of Transaction, the Customer shall be deemed to have verified and agreed to the accuracy of all information included in the statement or confirmation advice.

11.3. Any recording, note or other record made by us of any instruction received from the Customer shall be final and conclusive evidence of that instruction, except in cases of our manifest error.

- 11.4. The Customer agrees that any records kept in electronic form are original documents in writing and the Customer will not challenge their validity, admissibility, or enforceability on the basis that they are in electronic form.

12. INTEREST

- 12.1. Interest may be payable on the balance of certain Deposit Accounts at a rate determined by us from time to time. We will not pay interest on a Deposit Account if any minimum balance requirement (as may be determined by us from time to time at our sole and absolute discretion) is not met. We are entitled to debit the Customer's Deposit Account at any time for amounts due and owing by the Customer to us, including but not limited to any interest claw-back due to fund transfer error to the Customer's Deposit Account.
- 12.2. We will have the authority, at our sole and absolute discretion, to determine and/or amend the interest rates and interest calculation methodology applicable to any Deposit Account from time to time, and we shall inform the Customer using appropriate methods of such changes in accordance with the Applicable Laws. Any applicable withholding taxes on the interest based on the Applicable Laws shall be for the account of the Customer and deducted from the Deposit Account.

13. FEES

- 13.1. The complete and updated set of fees and charges for Transactions and Services are provided on the Bank's website and/or the Application. We may charge any fees, and impose additional and/or amend any existing fees, for Transactions and/or our Services at our sole and absolute discretion. Where the circumstances allow, we will inform the Customer in advance of any such changes prior to these becoming effective in accordance with the Applicable Laws. Customers should refer to the Bank's website (or any other information notified or otherwise made available to you) for the details on the fees, which may change from time to time.
- 13.2. You are obliged to pay any applicable fees in connection with your use of the Transactions and Services that we offer. You acknowledge and agree that all fees are non-refundable.
- 13.3. We are entitled to debit the Customer's Deposit Account at any time for fees or charges due and owing by the Customer to us, including, but not limited to, any previously accrued and/or outstanding fees or charges that have not yet been deducted by the Bank due to insufficient funds at the time in the Customer's Deposit Account.
- 13.4. Any additional tax charged on any Transaction shall be for the account of the Customer. The Customer shall indemnify the Bank against any and all demands and/or claims for all payments that we are required by law to collect and make in respect of such tax in addition to any costs incurred to collect such amounts.

14. SECURITY AND SET OFF

- 14.1. Without prejudice to any of our other rights, you hereby authorize us to perform the following (without need for demand but upon notice, and insofar as permitted by Applicable Laws):

- (a) set-off any monies, funds, and/or property standing to the credit in the Customer's Deposit Account or otherwise held by us or any member of Our Group (including, but not limited to, Third Party Account/s) now or hereafter for or against all obligations or sums due and owing to us or any member of Our Group (including, but not limited to, in relation to Third Party Account/s) (whether mature or not, future or present, contingent or actual, primary or not, several or joint);
- (b) combine or consolidate any number of the Customer's Deposit Accounts or other accounts held with us or any member of Our Group (including, but not limited to, Third Party Account/s), and set-off the Customer's monies and credit balances in those accounts against the Customer's liabilities owing to us or any member of our Group (including, but not limited to, in relation to Third Party Account/s) (whether mature or not, future or present, contingent or actual, primary or not, several or joint); and/or
- (c) deduct, set-off, apply, withhold, deliver, or freeze all monies, funds, and/or properties of the Customer or in the Customer's Account or other accounts which are now or may hereafter come into the possession or under the control of the Bank or any member of Our Group (including, but not limited to, Third Party Account/s), such as, without limitation, such deduction, set-off, application, withholding, delivery and freezing for the purposes contemplated in this Clause 14.1 and/or as may be required by Applicable Laws, order of an Authority, and/or legal processes, including, but not be limited to, garnishment, attachment, sequestration, receivership, escheat, and/or freeze orders.

14.2. All sums deposited by the Customer with us or any member of Our Group (including, but not limited to, Third Party Account/s) are subject to a banker's lien in our favor and held by us as continuing security for the discharge of the Customer's liabilities to us or any member of Our Group (including, but not limited to, in relation to the Third Party Account/s).

14.3. In the event that balances available in the Customer's Account (including, but not limited to, Third Party Account/s) shall be insufficient to allow the deduction, set-off, combination, consolidation, application, withholding, delivery, freezing, or banker's lien specified above, the Bank or any member of Our Group is authorized to deduct or set-off from any other account, monies, or properties in the Customer's name (or jointly with others) maintained with the Bank, any member of Our Group, Third Party Provider/s and/or Partner/s (including, but not limited to, Third Party Account/s), without prejudice to the remedies available to the Bank or any member of Our Group under the Applicable Laws to recover in full all Customer's obligations due to the Bank or any member of Our Group (including, but not limited to, in relation to Third Party Account/s).

14.4. In the event that the Customer's Account and/or Third Party Account/s, including, but not limited to, the Customer's Deposit Account, is tagged with the Bank and/or Our Group as a payroll or disbursement account (whether as a payroll or disbursement account in relation to the Bank and/or Our Group or in relation to third persons), without limiting the generality of any other term of your agreements with the Bank and/or Our Group, the Customer hereby expressly consents to the set-off and auto-debit of any amounts owing by the Customer to the Bank and/or Group (including, but not limited to, in relation to Third Party Account/s) against any property, funds and other assets the Bank and/or Our Group are holding and/or will hold for you (including, but not limited to, the Deposit Account and Third Party Account/s), including, but not limited to, any salaries and service- or employment-related payments, compensation and benefits, the Deposit

Account, Third Party Account/s, regardless of whether such amounts and/or accounts are payroll or other service- or employment-related accounts.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1. The present and future patents, copyrights, trade secrets, trademarks, service marks, graphics, images and logos, and all other intellectual property rights in the Application, Accounts, Services, and their respective contents; including improvements, developments, ideas, concepts, know-how or techniques in connection with the Application; and functions, systems, and applications in the Application (collectively, "Intellectual Property") except for information pertinent to your Account(s) or information personal to you in your capacity as our customer, are solely owned by us or licensed for use by us. You must not use or reproduce the Intellectual Property.
- 15.2. Subject to these Terms of Service, the Bank grants you, for the duration of the Terms of Service, a personal, limited, revocable, non-transferable, and non-exclusive license to enable access and use the Application on any equipment used by you. You may not sub license this license or any other right granted under the Terms of Service.
- 15.3. No part of the Application, Accounts, or Services may be reproduced, distributed, published, modified, displayed, broadcast, hyperlinked, or transmitted in any manner or stored in an information retrieval system without our prior written consent. You shall not reverse engineer or attempt to extract the source code of the software provided to you by us in connection with the Application without our prior written permission.
- 15.4. The Digital Services may include software that is licensed by third parties ("Third Party Licensors"). You shall not use the Application in a manner that infringes the rights of the Third-Party Licensors in any way. You will be liable if your use of the Application infringes upon the rights of the Third-Party Licensors.

16. WARRANTIES AND DISCLAIMER

- 16.1. You acknowledge and agree that you are solely responsible for your Account and we are not responsible for the accuracy, or availability of any information you enter or otherwise store with us including, without limitation, whether such information is current and up-to date.
- 16.2. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY WARRANTIES, CLAIMS, OR REPRESENTATIONS MADE BY US OF ANY KIND EITHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICES, THIS APPLICATION, OR THE FUNCTIONS CONTAINED THEREIN WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THIS PLATFORM AND/OR THE SERVER THAT MAKES SAME AVAILABLE ARE FREE OF VIRUSES, CLOCKS, TIMERS, COUNTERS, WORMS, SOFTWARE LOCKS, DROP DEAD DEVICES, TROJAN HORSES, ROUTINGS, TRAP DOORS, TIME BOMBS OR

ANY OTHER HARMFUL CODES, INSTRUCTIONS, PROGRAMS OR COMPONENTS, UNLESS OTHERWISE PROVIDED BY THE APPLICABLE LAWS.

16.3. YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE APPLICATION AND/OR THE SERVICES REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN PARTICULAR, YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF THE PASSWORD, PIN, AND SECURITY CODES PROVIDED TO YOU AND YOU MAY NOT CLAIM AGAINST US FOR ANY LOSS OR DAMAGES RESULTING FROM YOUR FAILURE TO DO SO.

16.4. Any downloading of data from our system is done solely at your risk, and we do not warrant that such data or our system is free from any computer virus or other malicious, destructive, or corrupting code, agent, program, or macros.

17. EXCLUSIONS AND LIMITATION OF LIABILITY

17.1. IN NO EVENT SHALL WE BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OR OTHER THEORY), OR OTHER CAUSE OF ACTION AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE, FOR LOSS OF USE, PROFITS, REVENUES, GOODWILL OR ANTICIPATED SAVINGS OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER, MOBILE PHONE OR MOBILE DEVICE FAILURE) ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS APPLICATION, THE SERVICES OR THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING THEREFROM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17.2. WE MAY ESTABLISH GENERAL PRACTICES AND LIMITS CONCERNING THE USE OF THE SERVICES. WE RESERVE THE RIGHT TO CHANGE, SUSPEND, OR DISCONTINUE ANY ASPECT OF THE SERVICES AT ANY TIME UPON NOTICE, WITHOUT US INCURRING ANY LIABILITY. WE MAY DECLINE TO PROCESS ANY TRANSACTION OR INSTRUCTION UPON NOTICE TO YOU, PARTICULARLY IF (A) TRANSACTION OR INSTRUCTION DOES NOT SATISFY THE TERMS OF SERVICE OF THESE TERMS OF SERVICE OR OTHER APPLICABLE TERMS, RULES AND POLICIES, OR (B) IF WE HAVE REASON TO BELIEVE THAT THE TRANSACTION OR INSTRUCTION MAY VIOLATE ANY LAWS, RULES OR REGULATIONS THAT MAY OTHERWISE SUBJECT US OR OUR AFFILIATES TO LIABILITY.

17.3. NOTWITHSTANDING SECTIONS 17.1 AND 17.2, IF WE ARE FOUND BY A JUDICIAL BODY TO BE LIABLE (INCLUDING FOR GROSS NEGLIGENCE), OUR LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE DIRECT LOSSES ACTUALLY SUFFERED BY YOU.

17.4. WITHOUT LIMITING THE GENERALITY OF ANY OTHER LIMITATION OF THE BANK'S LIABILITY, TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAWS, THE BANK SHALL NOT BE LIABLE FOR ANY LOSS, COSTS, COMPENSATION, DAMAGE OR LIABILITY TO THE CUSTOMER OR THIRD PARTY

ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF ANY OR ALL OF THE FOLLOWING.

- (a) REFUSAL OF THE BANK OR ANY OTHER FINANCIAL INSTITUTION, ATM, OR MERCHANT AND THE LIKE TO ALLOW, ACCEPT, OR HONOR THE DEBIT CARD, EVEN IF THERE IS SUFFICIENT BALANCE AVAILABLE. REFUSAL OF THE BANK TO ALLOW, ACCEPT, OR HONOR THE DEBIT CARD IS SUBJECT TO REASONABLE CAUSES FOR THE PROTECTION OF THE CUSTOMER, THE BANK, OR OTHER AFFECTED ENTITIES, AND/OR IN COMPLIANCE WITH THE APPLICABLE LAWS.
- (b) THEFT OR UNAUTHORIZED USE OF THE DEBIT CARD OR SERVICES, AND/OR ANY LOSS, COSTS, DAMAGES OR PAYABLE TO ANY THIRD PARTY BY THE CUSTOMER, OR ANY FAILURE BY THE CUSTOMER TO AVAIL ITSELF OF THE SERVICES FOR ANY REASON WHATSOEVER.

17.5. WITHOUT LIMITING THE GENERALITY OF ANY OTHER LIMITATION OF THE BANK'S LIABILITY, TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAWS, IN THE EVENT THAT ANY AUTHORITY HOLDS THE BANK LIABLE NOTWITHSTANDING THESE TERMS OF SERVICE, THE CUSTOMER AGREES THAT THE BANK'S LIABILITY IN RELATION TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO, IN RELATION TO THE DEBIT CARD, SHALL NOT EXCEED TWENTY-FIVE THOUSAND PHILIPPINE PESOS (PHP25,000.00) OR THE AMOUNT OF DAMAGES ACTUALLY SUFFERED BY THE CUSTOMER, WHICHEVER IS LOWER.

18. COMPLAINTS, FEEDBACK AND NOTICE

18.1. The Bank has adopted a financial consumer protection assistance mechanism in accordance with the Applicable Laws to receive, investigate, evaluate, resolve, and monitor Customer complaints, concerns, or inquiries. If you have any complaints, concerns, feedback, or inquiries, please contact our Customer Care by:

- (a) Calling our hotline at (+632) 8424 8050 or
- (b) Contacting our live chat via the Application,

(or such contact information as we may notify from time to time).

All feedback will be handled in accordance with our policies and procedures on customer feedback available herein, or as we may amend and/or otherwise make available from time to time.

We are regulated by the BSP, <https://www.bsp.gov.ph>

18.2. Our Privacy Statement (which is deemed incorporated herein and available on our website) shall apply with respect to the collection, processing, disclosure, storage, and use of information and personal data associated with your Account, Transactions, Third Party Account/s, and/or your use of the Services in connection with any complaints, concerns or reports of violations of our Terms of Service. You consent to our collection, use, disclosure, storage, and/or processing of your personal data in accordance with and/or incidental to the Privacy Statement. All references to the Privacy Statement shall refer to the Privacy Statement as it may be amended from time to time).

19. INDEMNITY

19.1. You agree to indemnify, defend and hold harmless the Bank, and our shareholders, subsidiaries, affiliates, officers, agents, co-branders, service providers or other partners, and employees (collectively, the “Indemnified Parties”, each, an “Indemnified Party”), at your expense, from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, legal fees, attorney’s fees and other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to (a) the provision, hosting, operation, management and/or administration of the Services by or on behalf of us; (b) any of your information, data, documents, representations, and/or warranties being false, incomplete, misleading, untrue, or incorrect; (c) any violation or breach of any term of your agreements with us or Our Group, including, but not limited to, these Terms of Service, or any terms, policies, procedures, or guidelines referenced herein and/or the Application and/or notified and/or made available to you; (d) your use or misuse of the Application, Account and/or Services; (e) your Third Party Account/s and/or your dealings with third persons, including, but not limited to, Third Party Provider/s and/or Partner/s; (f) your Transactions, instructions, customer disputes, fraud and other complaints, and feedback and/or any information, data, and/or documents that you have provided and/or made available to us and/or in relation to your dealings with third persons, including, but not limited to, Third Party Provider/s and/or Partner/s; (g) your potential or actual breach of any Applicable Laws and/or the rights of any third person; or (h) your fraud, negligence, or willful misconduct, except where it is determined with finality by a court of competent authority that the same is solely the direct result of the Bank’s own gross negligence, fraud or willful misconduct. This provision shall survive the closure of the Account and termination of the Services.

20. SEVERABILITY

20.1. If any provision of these Terms of Service shall be deemed unlawful, void, or for any reason unenforceable under the law of any jurisdiction, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions in such jurisdiction nor the validity and enforceability of the provision in question under the law of any other jurisdiction.

21. GOVERNING LAW

21.1. These Terms of Service shall be governed by and construed in accordance with the laws of the Philippines without regard to conflict of law rules. Any dispute, controversy, action, claim, or proceedings of any kind whatsoever arising out of or relating to these Terms of Service against or relating to us or any Indemnified Party under these Terms of Service shall be referred to and resolved in the competent courts of Mandaluyong City, to the exclusion of any other courts, the Customer hereby waives any objection that such venue is inconvenient, or solely at the option of the Bank; provided further that the Bank at its sole option and discretion, may institute any dispute, controversy, action, claim or proceeding at the courts where the Bank has its branches or offices.

22. MISCELLANEOUS

22.1. We reserve all rights not expressly granted herein.

22.2. The Customer hereby declares that all data, descriptions, and electronic signatures in relation to the Account (including, but not limited to, the Account registration) and/or the Services used by the Customer, any supporting document relating thereto, every Customer operational instruction relating thereto, and any authority given to us are true, correct, accurate, valid and legally binding on the Customer. The Customer is obliged to update and inform us immediately of any change in any information (including, but not limited to, name, residence address, mailing address, electronic mail address, and/or telephone or mobile number), document, and/or instruction, without prejudice to any action we may take or any remedy we may have in relation to any change in the information. Any loss or damage suffered as a result of the failure to inform us of any of the above changes shall be borne entirely by Customer and you shall indemnify the Bank and hold it free and harmless for such losses, damages, liabilities, expenses, and/or claims that the Bank may incur in relation to the foregoing.

22.3. The Customer hereby declares and acknowledges that:

- (a) We have the right to perform validity tests on the data provided by the Customer on the Account registration and have the right to request any additional data deemed necessary by us;
- (b) We have given a sufficient explanation regarding the characteristics of our Services that will be used by the Customer, and the Customer has fully understood the consequences including the benefits, losses, risks, and fees that may occur in relation to our Services.

22.4. The Customer hereby authorizes us to directly debit the funds from the Customer's Deposit Account for the purpose of any Transaction or for any fees, penalties, charges, taxes, and/or any amount owed by the Customer to us, as applicable, and for setting-off of any amount due and owing to us in accordance with Section 14 hereof.

22.5. The Customer agrees that we may record any call in any mode or channel (telephone, video, or otherwise) between us (including, but not limited to, your agents) and that we may store such recordings and submit the same in evidence in any proceeding, pursuant to the Philippine Data Privacy Act and its related rules. The Customer shall obtain and maintain the consent of each person who may participate in the call on its behalf or at its request or instruction to such recording, storage, and use in evidence. The Customer shall hold us free and harmless from and against any claims, demands, losses, liabilities, damages, expenses, and costs (including, but not limited to, legal and attorney's fees) against or incurred by us from the Customer's failure to comply with this Section. The authorities under this provision shall retroact to the date that you applied to open your Account with us and shall survive the termination of these Terms of Service and/or your Account with us.

22.6. The Customer agrees that we may, from time to time, outsource the whole or part of our functions to service providers in any jurisdiction on such terms as we may deem acceptable. The authorities under this provision shall retroact to the date that you applied to open your Account with us.

22.7. The Customer hereby declares to have understood and is aware of the risks arising from the Transactions processed through the Device or other related transactions, and is, to the extent permitted by the Applicable Laws, solely responsible for all

Transactions, including in the event the Account and/or Services are misused for any reason.

22.8. The Customer agrees to cooperate with us in any investigation or court proceeding, including allowing us or any supervisory or regulatory body to have access to the Customer's Device as may be reasonably requested. The Customer shall cooperate in answering any queries in relation to any aspect of the Services, as may be posed by us, any Authority, court, or any supervisory or regulatory body.

22.9. The Customer acknowledges and confirms, and represents and warrants, that (a) he/she/they has/have read, understood, and agreed to these Terms of Service; (b) he/she/they agree/agree to be bound by these Terms of Service and all the terms and conditions set by us; and (c) we have provided a sufficient explanation regarding the characteristics of, and the Customer understands all the consequences of using, the Bank's Application and/or Services, along with the benefits, risks, and costs inherent in our Application and/or Services.

22.10. BY CLICKING THE "SIGN UP" BUTTON DURING REGISTRATION, I UNDERSTAND THAT I AM CREATING A DIGITAL SIGNATURE, WHICH I INTEND TO HAVE THE SAME FORCE AND EFFECT AS IF I HAD SIGNED MY NAME MANUALLY.

Last updated: 15 July 2026