

**UnionBank ePaycard
Terms & Conditions**

EPAYCARD VISA DEBIT CARD AGREEMENT

These Terms and Conditions ("T&Cs") comprise the legal agreement between Union Bank of the Philippines and the Cardholder in connection with the Cardholder's use of the ePaycard Visa Debit Card and Account. By using the ePaycard Visa Debit Card, the Cardholder unconditionally agrees to be bound by this T&Cs, as well as the laws, rules, regulations, and official issuances applicable to the use of the ePaycard Visa Debit Card. These T&Cs is governed by the rules and regulations of Bangko Sentral ng Pilipinas (BSP) and all the applicable laws in the Philippines relating to the covered transactions herein. The Cardholder agrees that, by signing the ePaycard Customer Account Opening Form, Cardholder confirms to have read, understood, and agreed to be bound by these T&Cs.

1. Definition of Terms

1.1. In these T&Cs:

- 1.1.1. **"Access ID"** means access identification which refers to the combination of user ID and password for the use of the Internet Banking and Mobile Banking.
 - 1.1.2. **"Account"** means the ePaycard Account of the Cardholder with the Bank.
 - 1.1.3. **"Account Currency"** means the currency in which the Account is denominated.
 - 1.1.4. **"ATM"** means Automated Teller Machine which refers to the cash dispensing machines that are linked to Bancnet and Visa networks
 - 1.1.5. **"Bank"** means Union Bank of the Philippines.
 - 1.1.6. **"Card"** means the Visa Debit Card issued by the Bank to the Cardholder, including any renewal or replacement Card.
 - 1.1.7. **"Cardholder", "Accountholder", "you", "your" "his/her"** means the individual holder of the Card authorized to access and operate the Account in accordance with this T&Cs.
 - 1.1.8. **"Corporate Client"** means the employer/payor of the Cardholder which has entered into an agreement with the Bank for purposes of the payment of the Cardholder's payroll, commission, bonus, and/or other disbursements.
 - 1.1.9. **"Internet banking"** means banking online at UnionBankph.com
 - 1.1.10. **"KYC"** means Know-Your-Customer, a process required by the BSP to establish and verify the identity of a Cardholder through face-to-face contact, gathering of information and requiring the Cardholder to submit and/or present documentation and/or complete his/her application.
 - 1.1.11. **"Mobile banking"** means banking through the use of UnionBank mobile application.
 - 1.1.12. **"PIN"** means the Personal Identification Number issued by the Bank to the Cardholder from time to time for use of the Card.
 - 1.1.13. **"Password"** means the password the Cardholder uses to access the Financial Services at the unionbankph.com website and Account through a personal computer or other electronic terminal.
 - 1.1.14. **"Transaction"** means any cash withdrawal or payment made using the Card or any refund arising in connection with the use of the Card, in any authorized manner, for debit or credit to the Account.
 - 1.1.15. **"Visa"** means Visa International.
 - 1.1.16. **"OTC"** means Over-The-Counter transactions made in UnionBank branches.
- 1.2. In these T&Cs, references to the singular include the plural and vice versa. References to one gender include references to the other gender.**

2. The Account

- 2.1. The Cardholder is responsible for all obligations arising out of the ownership and maintenance of the Account.** This includes the amount of any check, draft or other instrument (each, an "Item") deposited to the account and service charges to the Account. The losses arising from the breach of any obligation, representation or warranty made to the Bank or under applicable law, and the costs incurred to enforce the rights or to collect any sum the Cardholder owes the Bank, including reasonable attorney's fees, shall be borne by the Cardholder.
- 2.2. Deposits to Account**
 - 2.2.1.** The Cardholder authorizes the Bank to accept cash and Items for deposit made payable to the Cardholder's Account. The Cardholder likewise authorizes the Bank to deposit to the Account wire transfers and other forms of credit (such as direct deposits or other automated clearinghouse entries). Second endorsed checks, post-dated, and stale checks shall not be accepted for deposit. You agree to assume full responsibility for the correctness, authenticity, and validity of all endorsements appearing on the checks or other items deposited to the Bank.
 - 2.2.2.** In receiving deposits, the Bank acts only as a collecting agent and assumes no responsibility beyond the exercise of ordinary care. You represent and warrant that you are validly entitled to receive such deposits.

- 2.2.3. All deposits posted to the Account are in Philippine Pesos / US Dollars subject to the receipt of the final payment and applicable conversion fees, if any. Drawings may not be made against such check deposits until actual payment has been received by the Bank, or full proceeds has been collected from correspondent banks, in accordance with: (i) existing BSP/Philippine Clearing House Corporation (PCHC) rules and regulations; or (ii) clearing or collection arrangements made with correspondent banks, in case of checks denominated in foreign currency. If the final payment is not received on any Item deposited to the account or if any direct deposit, automated clearinghouse deposit or electronic fund transfer to the account is charged back to the Bank for any reason, the Cardholder agrees to pay the Bank the amount of the chargeback regardless of the time that has elapsed, whether or not the item itself can be returned. In such case, the Bank is authorized to debit from the Account the amount of the chargeback including the amount of the returned Item or other deposit, the returned Item fee, any interest paid on the deposit, and any other fee paid or loss incurred without prior notice and at any time. The Bank, at its option, may also resort to any other legal remedies to recover the amount paid by the Bank and any losses and damages incurred thereto.
- 2.2.4. The Bank is not responsible for any transactions until these have been properly received and recorded in accordance with existing Bank's policies.
- 2.2.5. The Bank reserves the right to refuse acceptance of deposits if it determines that acceptance of deposits would expose itself to any risks.
- 2.2.6. The Bank records shall be conclusive on the amount of the deposit for credit to Cardholder's accounts despite discrepancies.
- 2.2.7. The Bank shall not be responsible for resulting entries based on erroneous or illegible account number on the deposit slip.
- 2.2.8. The Bank reserves the right to debit the Cardholder's account for any amount previously credited, if uncollected.
- 2.3. The Account earns interest at the rate and compounding frequency shown on the Schedule of Rates and Fees, subject to applicable taxes.
- 2.4. The Cardholder will provide the Bank with the signature card and other documentation or information that is requested, in connection with the Account. The Cardholder represents and warrants that the documents and information it furnished to the Bank are valid, correct, and genuine. The Cardholder is required to update the signature every five (5) years or whenever deemed necessary by the Bank.
- 2.5. **Reclassification**
- 2.5.1. The Account shall automatically be reclassified to a personal savings/regular checking account or regular US dollar savings account if **ANY** of the following conditions below are met:
- 2.5.1.2. The Account does not receive any funds credited from the Corporate Client for six (6) consecutive months unless a notice from the Client is received by the Bank that the Account is still part of its payee list; or
- 2.5.1.3. The Account is part of the Corporate Client's list of delisted/resigned payees for the ePaycard service.
- 2.5.2. Reclassified accounts will be subject to the Terms and Conditions of a personal savings/regular checking account/regular US dollar savings account found in <https://unionbankph.com/accounts/terms-and-conditions?acc=undefined>
- 2.5.3. For Executive Payroll Clients tagged as Business Class, the additional terms and conditions found in found in section 2.5.2 shall also apply.
- 2.6. **Inactivity**
- 2.6.1. The Account shall be considered inactive if, after one (1) year, no transaction (excluding fees) has been done to the Account. However, if the Account has a zero balance for three (3) consecutive months regardless of status, the Bank shall have the right to automatically close the Account without notice.
- 2.6.2. The Account shall become dormant after two (2) years of inactivity for savings Accounts and one (1) year of inactivity for checking Accounts. After ten (10) years of continuous inactivity, the dormant account shall be escheated in favor of the Philippine Government in accordance with the Unclaimed Balances Law and/or other applicable laws. The Bank will have no further liability to the Cardholder for such funds.
- 2.7. **Deposit Insurance**
- 2.7.1. Deposits are insured by the Philippine Deposit Insurance Corporation (PDIC), up to a maximum deposit insurance coverage (MDIC) per depositor's Account. As of June 1, 2009, the maximum coverage amount is Five Hundred Thousand Pesos (P500,000.00) per depositor's Account.
- 2.7.2. PDIC shall presume that the name appearing on the deposit instrument is the actual/beneficial owner of the deposit, except as provided herein.
- 2.7.3. In case of transfers or break-up of deposits, PDIC shall recognize actual/beneficial ownership of transferees who are qualified relatives of the transferor. Qualified relatives are transferees within the third degree of consanguinity or affinity of the transferor.
- 2.7.4. In case of (a) deposits in the name of, or transfers or break-up of deposits in favor of, entities, either singly or jointly with individuals, and (b) transfers or break-up of deposits in favor of non-qualified relatives, whenever such transfers/ break up will result in increased deposit insurance coverage, PDIC shall recognize beneficial ownership of the entity or transferee, provided that the deposit account records show the following: a. Details

or information establishing the right and capacity or the relationship of the entity with the individual, or b. Details or information establishing the validity or effectivity of the deposit transfer, or c. Copy of Board Resolution, order of competent government body/ agency, contract or similar document as required/ provided by applicable laws.

2.7.5. In the absence of any of the foregoing, PDIC shall deem the outstanding deposit as maintained for the benefit of the transferor, although in the name of the transferee, subject to consolidation with the other deposits of the transferor.

2.7.6. PDIC may require additional documents from the depositor to ascertain the details of the deposit transfer or the right and capacity of the transferee or his relationship to the transferor.

2.8. Data Privacy

2.8.1. The Cardholder expressly gives his/her consent to the collection, processing, and disclosure by the Bank and its affiliates, subsidiaries and third-party service providers of his/her Personal Information, Privileged Information and/ or Sensitive Personal Information defined under Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012, its Implementing Rules and Regulations, and any amendments thereto in connection with the opening and maintenance of the Account and to enable the ePaycard service and protect the Cardholder, verify the application and identity of the Cardholder, do credit investigation and other regulatory reporting, and provide direct/indirect marketing of other Bank products/services that may interest the Cardholder. The Cardholder likewise consents to the Corporate Client disclosing the Cardholder's personal information to the Bank.

2.8.2. To the extent that the Bank receives information from the Cardholder under this Agreement, the Bank warrants and agrees that it shall ensure the protection of the data privacy rights of the Cardholder whose personal, sensitive personal, or privileged information is controlled by or processed by it on its own or through its representatives or third-party service providers, in the implementation of this Agreement, as may be applicable. Pursuant thereto, the Bank agrees to comply with the Data Privacy Act of 2012 and all applicable and relevant laws, their respective implementing rules and regulations and data privacy protection rules and policies being implemented or to be implemented by the National Privacy Commission. In line therewith, the Bank warrants and represents that it has in place and is implementing all the organizational, physical and technical security measures for the protection of Personal Information, Privileged Information and/or Sensitive Personal Information required under the Data Privacy Act, and any additional or specific measures required by the data privacy protection rules and policies being implemented or to be implemented as stated in its privacy policy at <https://www.UnionBankph.com/privacy-security#0>

2.8.3. The Bank shall at all times be responsible for ensuring that the Personal Information and/or Sensitive Personal Information, in whatever form, is stored securely and hereby agrees to implement security measures to maintain the confidentiality, integrity, and availability of the Personal Information and/or Sensitive Personal Information; and protect it from accidental or unlawful destruction, alteration and unauthorized disclosure, unlawful processing or use, fraudulent misuse, or loss or destruction while in its custody.

2.8.4. The Cardholder shall defend, indemnify, and hold the Bank, its affiliates, and its respective officers, directors, stockholders, employees, and agents free and harmless from and against any and all claims, suits, causes of action, liability, loss, costs, and damages, including attorney's fees and costs of litigation, in connection with or as a result of any third party claim arising from the personal data breach attributable from acts or omissions resulting from the violation of the Data Privacy Act of 2012.

2.8.5. In case of any judicial order, governmental action, or legal obligation requiring the Bank to disclose Personal Information and/or Sensitive Personal Information of the Cardholder, the Bank shall immediately inform the former. The Bank and the Cardholder shall support and cooperate in the intervention of the Bank in addressing the judicial order, governmental action, or legal obligation, or minimizing the scope of the disclosure.

3. Financial Services

The Bank offers the following types of financial services for an Account through its available channels:

3.1. Internet Banking and Mobile Banking

3.1.1. Account Registration and Enrollment. The Cardholder can register and enroll his/her Account at the UnionBank Internet and Mobile Banking by visiting the Bank's website or by downloading the mobile application and thereafter input the information required by the Bank in said channels. In case of failure of registration or enrollment, the Cardholder should visit any of the Bank's branches and request for a Personal Information update to be able to use the said online banking facilities.

3.1.1.1. Cardholder represents and warrants that the information furnished in its enrollment in the channels are correct and accurate.

3.1.1.2. Cardholder shall at all times maintain the confidentiality of its Account and access ID. The Bank is entitled to act on the instructions of the Cardholder and Cardholder shall be liable for said instructions, received via the electronic banking facility which the Bank may reasonably believe to have been fully authorized by, conclusive and binding upon the Cardholder by the use of its Access ID. The Bank

shall not be liable for acting in accordance with or based on the requests and/or instructions coursed through the Bank's electronic banking facility. Cardholder agrees that any unauthorized use of its Access ID involving its enrolled account(s) by any person shall be the Cardholder's sole responsibility and liability.

- 3.1.1.3. It is the Cardholder's duty to ensure at all times that any personal computer or other device, which the Cardholder uses to access the Bank's electronic facility, is free from and adequately protected against acquiring computer viruses and other destructive or disruptive components. The account holder is solely responsible for the performance and protection of any browser used in connection with the Bank's online banking services including the prompt adoption by the account holder of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers. In accessing the Bank's electronic services in public areas, the Cardholder shall likewise ensure that his/her internet connection is secure. Any exploitation or breach of data as a consequence of compromised internet connection by the Cardholder shall be exclusively borne by him/her
- 3.1.2. Account Inquiry. Cardholder may view the current balance, available balance and transaction history of the Account.
- 3.1.3. Fund Transfer. Cardholder may transfer funds from the Account to the Cardholder's other enrolled accounts, to third party accounts within the Bank, or to other accounts maintained with other banks. The Bank will effect the online fund transfer, provided there are sufficient funds available in the Account. You represent and warrant that you have authorized such fund transfer from your Account. The Cardholder will be responsible for informing the third-party account holder of the transfer made. The transfers are irrevocable once effected by the Bank. Any erroneous transfer shall be borne exclusively by the Cardholder subject to the provisions of 2.2.3 of these T&Cs. The Cardholder shall not use the Bank electronic facility to transfer funds for illegal purposes or for any form of money laundering. The Cardholder agrees to hold the Bank free and harmless from any legal problems that the fund transfer may result to. The Bank reserves the right not to perform any fund transfer transaction if it has sufficient grounds to believe that such transfer shall place the Bank in a bad situation or expose the Bank to violation of Anti-Money Laundering Law and existing laws and BSP regulations.
 - 3.1.3.1. For US dollar accounts, fund transfer can be made to other US dollar accounts with the Bank or to other US dollar accounts maintained with other banks.
- 3.1.4. Bills Payment. Except for US dollar accounts, Cardholder may pay the bills from the Account to institutions or merchants with which the Bank has collection agreements.
- 3.1.5. Terms Relating to Goods and Services Purchased using Electronic Transfers.
 - 3.1.5.1. **Non-Liability.** The Bank will not be responsible, in any way, for any goods or services the Cardholder decides to purchase, including and without limitation, their quality, safety, legality or delivery. The Bank will not become involved in any dispute involving such goods or services. The Cardholder also agrees to hold the Bank free and harmless and release it and its respective directors, officers, employees and agents from any and all claims, demands and damages between persons using the financial services of Internet and Mobile Banking, including any claims, demands or damages arising out of or related to the purchase or sale of goods or services.
 - 3.1.5.2. **Charges and Taxes.** The Cardholder is responsible for paying any and all charges and/or taxes that may be imposed by the Bank, other institutions, and the proper authorities, arising from the availment of the services and products under the Account.
- 3.1.6. Access. Access to the Bank's online facility shall be subject to Cardholder's proper enrollment to the channels which are currently or in the future may be owned by the Bank subject to Bank's policy for the generation of its Access ID.

3.2 Alerts and Notifications

- 3.2.1 The Cardholder agrees that the Bank, its affiliates, subsidiaries and third party service providers may send or communicate with the Cardholder through text messages (SMS) or email notification specific prompts, reminders and notices, marketing materials, promotions, loan offerings, and that the information provided herein may be used to pre-qualify the Cardholder for other bank offerings.
- 3.2.2 The Cardholder acknowledges and accepts that each notification may be sent without being encrypted and may include some information pertaining to your Account(s). It is the Cardholder's responsibility to ensure the security of such cellular phone and to hereby hold the Bank free and harmless against any and all liability, administrative, civil or criminal, including, but not limited to those relating to secrecy laws or regulations should any of the notifications be viewed or accessed by persons other than the Cardholder.
- 3.2.3 The Cardholder hereby agrees that the Bank does not guarantee the delivery or accuracy of any SMS Alert which are purely for convenience, information and notification purposes only. The Cardholder shall be fully responsible to monitor the due performance and compliance of needed obligations.
- 3.2.4 In the event that the Cardholder wishes to opt-out from receiving any alert and notification, the Cardholder shall call UnionBank Customer Service at (02) 8841-8600.

4. The Card

- 4.1. The Cardholder will be given an ATM card that is linked to the Account. The Cardholder shall be responsible for the physical security of the Card. The Bank and any of its authorized officer, employee, associate or agent may retain the Card, require the Cardholder to return the Card or suspend the use of the Card at any time in its absolute discretion. The Bank shall not be liable for any losses or damages suffered by the Cardholder as a result thereof.
- 4.2. The Card will not become valid or operational until the Cardholder acknowledges receipt of the Card by signing on the appropriate Bank documents. The Card is only valid for the period shown on it unless sooner revoked by the Bank upon prior notice via SMS and/or email to the Cardholder. Upon the expiration of the Card, the Cardholder must immediately destroy the Card by cutting it in half through the magnetic strip. Any unauthorized use of the Card after its expiration or revocation shall be exclusively borne by the Cardholder.
- 4.3. If the Card is lost or stolen, the Cardholder or any other person acting on behalf of the Cardholder shall immediately notify the Bank by calling the Bank's Customer Service at (02) 8841-8600 and request for card blocking. The Cardholder understands that the request for card blocking shall be subject to the Bank's KYC procedure, in which case, the Cardholder shall be required to provide his/her card number(s) and other pertinent information to establish his/her proper identity. In addition, the Cardholder must immediately notify the concerned institutions and relevant law enforcement agencies pertaining to the lost or stolen Card. All usage made prior to the reporting of the lost/stolen Card shall be conclusively binding to the Cardholder. As such, the Bank shall not be liable for any loss or damage incurred by the Cardholder prior to his/her proper notice to the Bank of the loss or stolen card and the corresponding request for card blocking.
- 4.4. In cases where the card is lost or stolen, the Cardholder hereby agrees to cooperate with any officers, service providers, employees, associates or agents of the Bank and/or law enforcement agencies in the effort to recover the Card. The Cardholder understands and agrees that the Bank may disclose information about the Cardholder and the Account should the Bank, at its own discretion, deem it necessary to help avoid or recover any loss to the Cardholder or the Bank resulting from the loss, theft, misuse or unauthorized use of the Card.
- 4.5. The Card is issued for the exclusive use of the Cardholder and is non-transferable and cannot be lent for the temporary use of any other person, nor can the same be pledged or charged as security for any reason and in any manner whatsoever.
- 4.6. All transactions done through the Card is assumed to have been made by or authorized by the Cardholder.

5. The PIN

- 5.1. An initial ATM PIN will be issued to the Cardholder which is subject to change by the Cardholder through appropriate ATMs.
- 5.2. The Cardholder agrees to keep the PIN private and confidential at all times. Cardholder shall take all reasonable precautions to avoid unauthorized use, including destroying the PIN mailer issued by the Bank promptly after receipt, never disclosing the PIN to someone else, never writing the PIN on the Card or any other item normally kept with the Card, never writing the PIN in a way that can be understood by someone else and immediately notifying the Bank if someone else knows or is suspected of knowing the PIN. The Bank recommends that you regularly change your PIN.
- 5.2. Non-compliance by the Cardholder of this provision shall relieve the Bank of any liability for any loss arising from the use of the PIN to effect any transaction relating to the Account of the Cardholder. Any transaction effected using the account holder's PIN shall be conclusively presumed to have been authorized by the Cardholder.
- 5.3. While the Card is issued by the Bank, Cardholder acknowledged that the Bank has no access to the PIN assigned to the Card and does not have the capability to retrieve information related to the said PIN. In case the Cardholder is unable to remember his PIN, a new card shall be issued to the Cardholder upon the latter's submission of Bank's requirements and payment of fees.

6. Card Facilities

- 6.1. The Cardholder may use the Card, in conjunction with the PIN, to withdraw money from ATMs that accept the Card when they are operating subject to applicable fees and charges. The amount of money to be withdrawn by the Cardholder shall be debited from the Account. ATM withdrawals are available up to the daily authorization limits specific to members of the Bank's service network(s), provided that the available balance is greater than the amount requested.
 - 6.1.1 For US dollar Accounts, Cardholder may use the Bank's ATMs for Balance Inquiry and/or Pin Change. Cash Withdrawal and Bank Inquiry may be made in other local or international Visa Plus accepted ATMs subject to the other bank's fees and charges. Withdrawal conversion fees shall be subject to provision 7.3.
 - 6.1.2 Withdrawal for US dollar Accounts may also be made through OTC. However, for OTC branch withdrawals of over \$1,000.00, Cardholder must notify the Bank one (1) banking day in advance to ensure availability of cash.

- 6.2. Subject to the terms and conditions of merchants, the Card may be used to purchase goods and services from merchants that participate in the service network and have agreed to accept the Card as a means of payment by signing a sales voucher, by entering the Card information on the Internet, by signing a mail order purchase form showing the number printed on the Card or by placing an order through telephone and quoting the number printed on the Card. The Bank is not liable for any loss or damage from unsuccessful transactions through POS terminals or through online merchants. Corresponding transaction fees shall be implemented for such transactions. The Cardholder agrees that in cases of conflict between the Cardholder's records and those of the Bank regarding reconciliation of deposit balances, the Bank's record shall, at all times, prevail.
- 6.3. The Bank may refuse withdrawals, without liability to the Cardholder, for the following scenarios:
- 6.3.1. If the Bank has reasonable ground to believe that one or more transactions on the account may have been unauthorized or fraudulent, in which case, the Bank has the right to suspend/monitor/investigate the Account and require additional details from the Cardholder, as necessary.
- 6.3.2. If there is a dispute concerning the Account that makes the Bank uncertain regarding the instructions that have been given, including but not limited to the following instances:
- 6.3.2.1. The Account is garnished or attached;
- 6.3.2.2. The Account has been pledged as collateral for a debt;
- 6.3.2.3. The availability of the funds on deposit cannot be verified;
- 6.3.2.4. The Cardholder has failed to repay an obligation to the Bank on time.
- 6.4. The Cardholder acknowledges that being a digital Bank, electronic submission of required forms duly signed by the Cardholder, documents or IDs may be allowed. The Cardholder agrees to comply with the Bank's Know-Your-Customer (KYC) procedures and Corporate Client's payee identification system. The Cardholder warrants that all forms submitted to the Bank bearing a digitized signature complies with R.A. 8792 Electronic Commerce Act, A.M. NO. 01-7-01-SC or the Rules on Electronic Evidence and/or other relevant laws on the subject. The Client shall indemnify and hold the Bank free and harmless against any and all losses, claims, damages and injuries arising from electronic submission of required forms duly signed by the Cardholder, documents or IDs. The Bank shall place the account on Debit Freeze[*] if the Cardholder or Corporate Client fails to submit all required forms, information needed to open the Account, documents or IDs to the Bank within thirty (30) days from the Client's receipt of notice that the Account has been opened. If the Cardholder still has not complied with the submission of the required forms, information needed to open the Account, documents or IDs after thirty (30) additional days from the day the account was debit frozen, the Bank shall place the Account on Total Freeze** without notice to the Cardholder. The Cardholder agrees to hold the Bank free and harmless from any and all liabilities, claims, causes of action, losses, costs, expenses, and damages that may be incurred by the Cardholder as a consequence of his/her non-compliance to the Bank's KYC requirement.
- 6.5. The Cardholder warrants that all information in the required forms, information needed to open the Account, documents, and all IDs submitted are correct, complete, true, and accurate. In the event that the Bank discovers falsified or inaccurate information based on authentic documents and verified reports provided by the Corporate Client or Cardholder after the account has been opened, the Bank reserves the right to close or freeze the account immediately without prior notice to the Cardholder or Corporate Client.
- 6.6. The Cardholder may use his/her Account and/ or account details to apply for loans and/or credit cards through the use of the Bank's online mobile application and/or loan portals. As an added security, the Bank may require the Cardholder to use their PIN or One Time PIN (OTP) prior to allowing any transaction to go through. It is understood that the PIN / OTP is known only to the Cardholder and the Cardholder hereby warrants that any and all transactions effected using his/her Account with the PIN/OTP shall be conclusively presumed to have been done by and authorized by him/her. Consequently, the Cardholder agrees that the Bank is entitled to act on the instructions received from the Cardholder through the Bank's mobile application and hereby hold the Bank free and harmless from any and all claims arising therefrom.

7. Charges

- 7.1. The Bank has the right to impose, from time to time, interest, fees, service charges, and other Bank charges on the Account and such other products, services, facilities and channels within legal and regulatory limits. The Cardholder expressly authorizes the Bank to debit the applicable penalties, fees and charges from the Account, regardless of status, without need of prior notice or demand. If the Account has insufficient funds to cover the fees and charges, you agree that the Bank may hold all incoming debits to your Account in such amounts sufficient to satisfy the interest, fees, service charges or other Bank charges, and/or suspend the use of products, services, facilities or channels until all amounts due to the Bank are satisfied, without any liability on the part of the Bank.
- 7.2. Interest rates are decided by the Bank's formula and interest rate payouts may vary depending on the approved interest rates schedule or type of deposit account. Gross interest computation shall be the product of the principal amount, the interest rate of the product, and the number of days accrued divided by the applicable day- count convention. Net interest computation shall be the gross interest deducted by the withholding tax. If the Account is closed for whatever reason before interest posting, the interest accrued is

- forfeited in favor of the Bank. However, interest earned as of closing date may be given upon Cardholder's request.
- 7.3. The Bank shall charge the Cardholder a fee levied by Visa and Bancnet with respect to each cash withdrawal made using the Card in any ATMs other than the Bank's ATM. The fee shall be in accordance with the Bank's schedule of fees prevailing at the time of the withdrawal.
- 7.4. The Cardholder agrees to pay the charges shown in clause 7.8 as these charges are incurred or, at the Bank's option, the charges shall be deducted directly from your Account balance. The Bank shall not be liable for the dishonor of Items or other debits resulting from the deduction of any charges, as authorized by the acceptance of these terms.
- 7.5. The Bank shall convert the amount of every transaction made in a different currency to the Account Currency. The Bank shall make the conversion based on the Visa Foreign Exchange rate at the time of the transaction. If the Account Currency is in Philippine Pesos and the Cardholder uses his Card outside the Philippines, the transaction shall be converted to its Philippine Peso equivalent based on the Visa Foreign Exchange rate at the time of the transaction plus 3% Foreign Exchange Fee and bank charges, as applicable. Similarly, if the Account Currency is in US Dollars and the Cardholder uses his/her Card at a Philippine peso-denominated, Visa-affiliated merchant, the transaction amount will be converted to its US dollar equivalent based on the prevailing Visa Foreign Exchange rate at the time of the transaction plus 3% Foreign Exchange Fee and bank charges, as applicable.
- 7.6. The Cardholder shall be charged in respect of every withdrawal transaction made in a currency other than the Account Currency with respect to the conversion of the amount of the transaction into the Account Currency in accordance with the Bank's schedule of fees applicable from time to time.
- 7.7. In the event the Cardholder prequalifies for any Bank product offering and consents to the processing of the same, the Cardholder agrees and authorizes the Bank to conduct verification and check the accuracy of all account information. Further, the Cardholder authorizes the Bank to debit all charges arising from the availment of the Bank's product offering such as but not limited to application and processing from their Account unless otherwise specified.
- 7.8. Schedule of Fees and Rates
- 7.8.1. The Schedule of fees and rates are as follows:

Activity (PESO ACCOUNTS)	Charge
Non-UnionBank ATM Withdrawal	Depends on Acquiring Bank
Non-UnionBank Balance Inquiry	Depends on Acquiring Bank
Card Replacement	₱200.00
SOA Hard Copy Request	₱100.00
RePIN Printing Request	₱50.00
OTC Withdrawal Fee	₱100.00
International Visa ATM Withdrawal	\$3.00
International Visa ATM Unsuccessful Withdrawal	\$1.00
International Visa ATM Balance Inquiry	\$1.00

Activity (DOLLAR ACCOUNTS)	Charge
Local or International Visa Non-UnionBank ATM Withdrawal	\$3.00
Local or International Visa Non-UnionBank ATM Unsuccessful Withdrawal	\$1.00
Local or International Visa Non-UnionBank Balance Inquiry	\$1.00
Card Replacement	\$3.00
RePIN Printing Request	\$1.00
OTC Withdrawal Fee	FREE

- 7.8.2. It is understood that the foregoing schedule of fees and rates are subject to change by the Bank without prior notice to the Cardholder. It is the responsibility of the Cardholder to make sure that he/she is aware of any changes in the schedule of fees and rates by contacting the Bank or visiting the Bank's website.

8. General

- 8.1. The total amount of any transactions carried out in any one day shall be limited to such amounts and shall be subject to such other conditions imposed by the Bank from time to time upon proper notice to the Cardholder through electronic means or upon written notice to the Cardholder.
- 8.2. The Bank shall issue the Card only upon Cardholder's completion of the application form and submission of the required documents and the same has been accepted by the Bank (see provision 6.4). The Bank may, at its discretion, and subject to the submission of proper requirements, issue replacement or renewal Card to the Cardholder.
- 8.3. If the Bank is asked by the Cardholder to authorize a transaction, the Bank may take into consideration any other previous transactions which have been authorized but have not been debited to the Account. If the Bank determines that there are or there will be insufficient available funds in the Account to pay the amount that would be due in respect of such transaction, the Bank may, in its own discretion, refuse to authorize any or all of the transactions. In which event, any or all transactions will not be debited to the Account. The Bank shall not be liable for any loss or courses of action resulting from any such refusal to authorize any transaction.
- 8.4. The Cardholder hereby authorizes the Bank to set-off, apply, or withhold as security, and/or debit the Account, without need for any further instrument, deed, consent or authorization, for any and all obligations incurred or in the future may be incurred by the cardholder in favor of the Bank, which may include, but not be limited to garnishment, fraud, error or mistake in credit made by the Bank, or for loans, unpaid credit card transactions, interest, penalties, charges and other receivables of the cardholder payable to the Bank (whether covered by promissory notes, other credit agreements, or arising from erroneous credits in connection with the Account or by reason of any other transactions between the Account and the Bank whether currently in effect or hereafter contracted, for so much thereof as will be sufficient to pay the said obligations). Should the Account balance be insufficient to allow debit of such amount in order to correct said error or mistake, you hereby authorize the Bank to debit the said amount plus interest and charges, if any, from the time the amount becomes due to the Bank, from any other Account in your name, whether singly or jointly with others, or whether maintained with the Bank or any of its subsidiaries or affiliates.
- 8.5. In cases where the Bank credits an amount in the deposit account due to erroneous crediting or over crediting, or in case the Bank fails to debit or debits an erroneous amount from the deposit account in instances where it is authorized by law, contract, or under this T&Cs to debit therefrom, the Accountholder hereby authorizes the Bank to debit funds from the deposit account to the extent of the amount/s due to the Bank without need of prior notice. The Accountholder holds the Bank free and harmless from any and all liability or third-party claim resulting from such erroneous or over crediting and/or the consequent debiting of his or her deposit account.

9. Account Freezing - The Bank, may, at its option, put the account on "total freeze" status without incurring any liability to the accountholder for any of the following instances:

- 9.1. If the account is subject of a pending investigation for suspicious transactions until required supporting documents have been submitted to the satisfaction of the Bank;
- 9.2. If the account is subject of a pending investigation for cybercrime, identity theft, estafa, fraud, and financial crimes such as but not limited to money laundering, terrorism financing, and tax fraud;
- 9.3. If the accountholder fails to update his or her personal information for mandatory KYC requirements until required supporting documents have been submitted to the satisfaction of the Bank and in accordance with BSP rules and regulations;
- 9.4. Upon the Bank's knowledge of the death of an accountholder until claimants have complied with the Bank's policy on deceased depositors and other legal requirements;
- 9.5. Upon receipt of a court order ordering the Bank to freeze the account; and
- 9.6. Upon receipt of written instruction from Anti Money Laundering Council (AMLC) or other government or regulatory body.

10.1 Closure and/or Reclassification of the Account

- 10.1. The Cardholder agrees that any intention on his/her part to close the Account shall be notified through the Corporate Client except in cases where the Account has been reclassified as a personal savings/regular checking account or regular US dollar savings account.
- 10.2. The Bank, at its own discretion, may also initiate account closing and blocking of transactions immediately if any of the following scenarios happen:
 - a. The ePaycard kits are unclaimed beyond the period of thirty (30) days after the account opening;
 - b. The Account has insufficient balance to pay corresponding bank charges;
 - c. If the account is mishandled by the Cardholder in any way or handled unsatisfactorily such as, but not limited to, issuance of unfunded or insufficiently funded check(s)
 - d. Account is involved in or used or suspected to be used for any fraudulent, criminal or unlawful activities or transactions;
 - e. The information provided to the Bank to open the Account is falsified, invalid, lacking or inaccurate based on authentic document and/or verified reports;
 - f. In cases of fraudulent or suspicious transactions in the Account as defined in the AMLA or other related laws;
 - g. If in the determination of the Bank, the maintenance of the account exposes the Bank to any kind of risk such as but not limited to financial, operational, legal, reputational or other risks; and
 - h. If in the Bank's sole determination, there are circumstances that warrant termination or closure of the Accounts, such as but not limited to, the failure by the Cardholder to abide by these Terms & Conditions.
- 10.3. The accountholder agrees to hold the Bank, its officers and employees free and harmless from any and all liabilities, claims and demands of whatever kind or nature related to or arising from:
 - a. Account closure for whatever reason; and/or
 - b. The dishonor of any check thereunder which may be presented to the Bank after the closing of the Account; and/or
 - c. The Bank reporting the account closure and the reason(s) therefor to the BSP, Bankers Association of the Philippines (BAP) or any other central monitoring entity or bureau established by the BAP or BSP to keep record of and monitor mishandled accounts.
- 10.4. Executive Payroll / Business Class Cardholders with Corporate Client initiated fund credits falling under P100,000 for six (6) consecutive months shall be untagged as business class (This shall only apply to Credit-Based Executive Payroll / Business Class arrangements. Please contact your HR or Company's Authorized Representative to know more) or shall be reverted back to a regular payroll savings/checking account which may be subject to fees/charges when used for certain transactions.
- 10.5. After an Account is closed, the Bank has no obligation to accept deposits or pay any outstanding Items or other debits. The Cardholder agrees to hold the Bank free and harmless from refusing to honor any Item, credits or other debit on a closed Account.
- 10.6. The Agreement comprised in this T&Cs shall be deemed to remain in full force and effect to any transaction that is completed prior to the Account's termination even if the same is not yet debited to the Account; except in cases where the continuation of the instruction or action results to violation to any applicable laws.
- 10.7. Termination of the Agreement comprised in these T&Cs shall not prejudice any liability in respect to things done or omitted to be done prior to its termination.

11. Limitation of Liability

- 11.1. The Bank shall not be liable for any claim, loss, damage (including special, indirect, or consequential damages), costs, fees, or expenses or delay of whatever nature that the accountholder may suffer, directly or indirectly from:
 - (a) any failure to provide any service or to perform any obligation pursuant to the Agreement and these T&Cs resulting from any force majeure or fortuitous event, typhoons, floods, public disturbances, pandemics and calamities, or any act or circumstance beyond the control of the Bank, such as but not limited to:
 - i. prolonged power outages, breakdown in computers and communication facilities, and other similar cases; and/or
 - ii. inaccurate, incomplete or delayed information is received by the accountholder due to disruption or failure of any communication;
 - iii. or any law, order, or requirement of any governmental agency or authority.
 - (b) the Bank's refusal or the refusal of other financial institutions or third parties to allow a card transaction, or to accept the card or the PIN, or to provide cash advance up to the credit limit or at all;
 - (c) errors, non-transmission or delays in the Bank's receipt of instructions when such error, non-transmission, or delay occurs on the part of or due to any of the relevant clearing house, correspondent banks, the Bank's sub-agent, and cable or telecommunication company;
 - (d) refusal of any merchant affiliate of member institution of VISA International to honor the Card;

- (e) any defect or deficiency in the goods or services supplied to the accountholders by any merchant or, where applicable, for any breach or non-performance by a merchant for a card transaction;
- (f) any dispute between the accountholders and any merchant or any other person. The accountholder's liability to the Bank shall not be adversely affected by any such dispute or by any counterclaim or right of set-off which the accountholder may have against such merchant or other person;
- (g) the malfunction of any ATM or disruption of communication systems used to avail of the Bank's products and services;
- (h) the exercise by the Bank of its right to demand and procure the surrender of the card prior to its expiry date, whether such demand and surrender are made and/or procured by the accountholder(s) or by any other person, or through the Bank's ATM;
- (i) the exercise of the Bank's right to suspend or deactivate a card, or to close an account;
- (j) any injury to the accountholder/s' credit character and reputation arising from the repossession of card, any request or demand for the surrender of the card, or the refusal of any person to honor or accept the Card;
- (k) any misstatement, misrepresentation, error or omission in the Accountholder's SOA;
- (l) any fraudulent access or utilization of the Bank's Internet or Mobile Banking platforms due to:
 - i. theft or loss of the accountholder's mobile phone or devices and other electronic devices and equipment enrolled to the Bank's Internet and Mobile Banking platforms;
 - ii. unauthorized disclosure of mobile phone numbers, emails, passwords, and one-time passwords;
 - iii. deactivation of the OTP; and
 - iv. the unauthorized usage of biometrics, and other security measures used in the Internet or Mobile Banking platforms with or without your participation;
- (m) inaccurate, incomplete, or delayed information that is received by the Bank due to disruption or failure of any information or communication facilities used in the facility or due to faults in the telecommunication network, internet or network failure, or software or hardware error beyond the control of the Bank; and
- (n) the disclosure of information concerning the account and/or the Accountholder's transactions with the Bank to unauthorized persons for any reason whatsoever, including but not limited to phishing, social engineering, malware, wiretapping of communication lines or erroneous connection by telecommunication switches, or errors in transmitted information due to faulty lines, and any and all forms of high technology surveillance or fraud, without any fault or negligence that is solely and directly attributable to the Bank.

11.2. The Accountholder shall hold the Bank free and harmless from any loss, liability, damages, or causes of action in case limitations or restrictions are imposed on the operation and maintenance of the account, by the BSP, by the National Privacy Commission, or by the government which the Bank is bound to comply with or strictly implement.

12. Compliance with existing law/s

- 12.1. The Cardholder warrants and attests that the usage of his/her Account and any of the Bank's facilities will not violate any provision of the Anti-Money Laundering Law and its amendment, other pertinent laws, government rules or regulations. Should the Cardholder commit any violation thereof, or found to be involved in any AMLA predicate crimes and other similar crimes, the Bank is hereby authorized to close or freeze the Cardholder's Account immediately without prior notice to the Cardholder. In such case, the Cardholder agrees to render the Bank free and harmless from any liability which may result from the Cardholder's violation of said laws, rules, or regulations.
- 12.2. The accountholder authorizes the Bank to make the necessary verifications, records, reports, submittals and other processes, as well as perform such acts for the purpose of complying with the AMLA, its implementing rules and regulations, and other laws or rules regulating the accounts. For this purpose, the accountholder hereby waives his or her rights under Republic Act. No. 1405, as amended, Republic Act No. 6426 as amended, Section 55.1 of Republic Act No. 8791 and other applicable laws or regulations for this purpose.
- 12.3. The Bank shall not be liable for any direct or indirect loss incurred by the Accountholder/s or any third party arising from the Bank's compliance with the immediately preceding paragraph and the requirements of the AMLA.
- 12.4. Foreign Account Tax Compliance Act (FATCA) – deposit
 - 12.4.1. The Bank reserves the right to block any payment or transaction on the account that will result in the Bank, any of its affiliates or its third-party service provider(s), or any Payment Infrastructure Provider being in breach of any requirement under FATCA, similar domestic or foreign legal requirement or agreement.
 - 12.4.2. For the purpose of this agreement:

- 12.4.2.1. "Payment Infrastructure Providers" refers to any third party that forms part of the global payment systems.
- 12.4.2.2. "FATCA" refers to section 1471 to 1474 of the United States Internal Revenue Code or any associated regulations or official guidance.
- 12.4.2.3. "IGA" means any intergovernmental agreement between the US and any other jurisdiction, or any treaty, law, regulation or official guidance relating to an IGA, that facilitates the implementation of FATCA. iv. "FFI Agreement" means any agreement pursuant to the implementation of FATCA or an IGA with the US Internal Revenue Service, the US Government or any other Authority.
- 12.4.3. The Bank, any affiliate, or third-party service provider reserves the right to withhold or deduct an amount for any applicable tax, duties, or other lawfully collected amounts ("Collected Amounts") which are required to be withheld or deducted to comply with any law or regulation of any domestic or foreign jurisdiction, or any agreement entered into with or between any authority, as required. Any Collected Amount will be timely paid to the relevant authority as required. The Bank will notify the accountholder of any Collected Amount as soon as reasonably possible. The accountholder acknowledges that the Bank will not be required to reimburse any amount withheld or deducted by a Payment Infrastructure Provider.
- 12.4.4. Further, if the Bank, any affiliate, or third-party service provider pays or are required to pay an authority from their own funds to settle an amount that should have been, but was not a Collected Amount, the accountholder shall pay the amount, plus any applicable interest and penalties. The accountholder understands that the Bank is not required to contest any demand made by an Authority for such payment.

12. Governing Law

This Agreement and all other matters concerning issuance, usage, and possession of the Account shall be governed by the laws of the Philippines.

13. Disputes

In case of errors or questions about transactions made in the Account or any concerns thereto, you may call the Bank's hotline at (+632) 8841-8600, or email customer.service@unionbankph.com. Only calls received and successfully made and emails acknowledged through these channels shall be considered received by the Bank for purposes of these Terms and Conditions.

- 13.1. Upon report of any errors, questions or concerns, you will be required to provide personal information and other details to the Bank for identification purposes.
- 13.2. If there is a claim of error or unauthorized transaction, you agree to cooperate with any officers, service providers, employees, or agents of the Bank and/or law enforcement agencies in the conduct of investigation to determine the cause of the error or the unauthorized transaction. You understand and agree that the Bank may disclose information about you and your Account should the Bank, at its own discretion, deem it necessary to avoid or recover any loss by reason of the error or the unauthorized transaction.
- 13.3. All transactions made prior to the reporting of the error or the unauthorized transaction shall be conclusively binding to you. As such, the Bank shall not be liable for any loss or damage you may incur prior to such report.
- 13.4. Account holder/s shall be informed about the possible investigation charge of PhP 1,000 should the claim/complaint be proven malicious and untrue.
- 13.5. The Bank will, on a best-effort basis, investigate the complaint or question within a period indicated in 12.7 to determine whether an error or unauthorized transaction occurred and the cause thereof. Liabilities for loss and damages shall be governed by the provisions of these T&C. Disputed transactions which have been properly processed, investigated and resolved in your favor shall be credited/reimbursed back to your Account.
- 13.6. For complaints on transactions as well as the transaction details, the account holder/s has/have twenty (20) calendar days from the posting date of the transaction to raise any issues thereon otherwise the transactions shall be considered correct and accurate and any claim against the Bank shall be deemed waived.
- 13.7. The Bank shall, based on its own assessment, resolve any complaints or requests within the period indicated below:
 - 1. **Simple complaint/request** refers to any complaint/request where frontline staff/officer solution or immediate explanation or action can be rendered. A resolution is immediate if it can be resolved without the need for third party intervention. Resolution must be achieved within a seven (7)-day period.
 - 2. **Complex complaint/request refers** to any complaint/request which needs assessment, verification, or investigation with third-party intervention. Resolution may be achieved ideally within a 45-day period.

14. Consumer Protection

The Bank is an entity regulated by the BSP with email address at consumeraffairs@bsp.gov.ph.

For complaints resolution, please be guided by the turnaround time set by the BSP and in line with the Bank's Consumer Assistance Management System (CAMS).

15. Miscellaneous

15.1

15.2. These T&Cs and the banking practices and charges relating thereto may be changed by the Bank at any time by notice thereof to the Cardholder. Any such changes will be effective from the date of the notice or such later date as may be specified therein. However, if the change is made for security purposes and to prevent further losses, the Bank can implement such change without prior notice. In cases of conflict between these T&Cs, and the Bank's ePaycard Addendum signed and/or accepted by the Corporate Client, the latter shall prevail.

15.3. ePaycards unclaimed after thirty (30) calendar days after account opening shall be destroyed.

15.4. I hereby acknowledge and authorize: 1) the regular submission and disclosure of my basic debit card & credit card data (as defined under Republic Act No. 9510 and its Implementing Rules and Regulations) to the Credit Information Corporation (CIC) as well as any updates or corrections thereof; and 2) the sharing of my basic debit & credit data with other lenders authorized by the CIC, and credit reporting agencies duly accredited by the CIC.

☐ Debit Freeze is the Bank's act of suspending all types of debit transactions (e.g. withdrawals, online purchases, etc.) from being done to the account.

☐ Total Freeze is the Bank's act of suspending all types of transactions from being done to the account including DEBIT and CREDIT transactions (e.g. salary credits, fund transfers to the account, cash withdrawals, online purchases, etc.).