

UnionBank ePaycard Visa Debit Card Terms and Conditions

EPAYCARD VISA DEBIT CARD AGREEMENT

These Terms and Conditions 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 and are subject to applicable policies, rules, and regulations of UnionBank, the Bangko Sentral ng Pilipinas (BSP), the Philippine Clearing House Corporation (PCHC), Bureau of Internal Revenue (BIR), Philippine Deposit Insurance Corporation (PDIC), as well as the provisions of Anti-Money Laundering Act (AMLA), Data Privacy Act (DPA), Foreign Account Tax Compliance Act (FATCA), and other existing and future laws, rules, and regulations of the Philippines relating to the opening and maintenance of deposit accounts with and, insofar as may be applicable, to services, products, or facilities of, the Bank. The Cardholder agrees that by (i) signing the ePaycard Customer Account Opening Form and/or (ii) using the ePaycard Visa Debit Card, the Cardholder confirms to have read and understood and unconditionally agrees to be bound by these Terms and Conditions.

In these Terms and Conditions, references to the singular include the plural and vice versa. References to one gender include references to the other gender.

1. Definition of Terms

- 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.
- 1.2. **"Account"** means the ePaycard Account of the Cardholder with the Bank which is a savings or checking account.
- 1.3. **"Account Currency"** means the currency in which the Account is denominated.
- 1.4. **"ATM"** means Automated Teller Machine which refers to the cash dispensing machines that are linked to Bancnet and Visa networks.
- 1.5. **"Bank"** means Union Bank of the Philippines.
- 1.6. **"Cardholder"** means the individual holder of the Card authorized to access and operate the Account in accordance with these Terms and Conditions.
- 1.7. **"Client"** means the employer/payor of the Cardholder that entered into an agreement with the Bank for cash management services and payment of the Cardholder's payroll, commission, bonus, and/or other disbursements.
- 1.8. **"ePaycard"** or **"Card"** means the Visa Debit Card issued by the Bank to the Cardholder, including any renewal or replacement Card, for payroll and other disbursement purposes of the Client.
- 1.9. **"ePaycard Customer Account Opening Form"** means the form provided by the Bank upon account opening, which Cardholder is required to accomplish and submit to the Bank.
- 1.10. **"FATCA"** refers to Section 1471 to 1474 of the United States Internal Revenue Code or any associated regulations or official guidance.
- 1.11. **"Internet banking"** means banking online at unionbankph.com
- 1.12. **"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.
- 1.13. **"Mobile banking"** means banking using the Bank's mobile application.
- 1.14. **"Corporate Credit"** means fund transfer or credit made by the Client to the Account.
- 1.15. **"PIN"** means the Personal Identification Number issued by the Bank to the Cardholder upon Card issuance and, thereafter, the combination of numbers nominated by the Cardholder, from time to time.
- 1.16. **"Password"** means the password the Cardholder uses to access the Account and the Financial Services using an electronic device.
- 1.17. **"Payment Infrastructure Provider"** refers to any third party that forms part of the global payment systems.
- 1.18. **"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.
- 1.19. **"Visa"** means Visa International.
- 1.20. **"OTC"** means Over-The-Counter transactions made in any of the Bank's branches.
- 1.21. **"UnionBank Online"** means the Bank's mobile application and/or Internet banking facility.

2. The ePaycard Account

- 2.1. **ePaycard Account Benefits and Features.** Account features and benefits shall depend on the Account Type assigned and communicated by the Client. Any concerns or clarifications on the Account Type and disputes regarding the availability of the Account/Card should be taken up with the Client.

BASIC

- No initial deposit or minimum balance required;
- 24/7 access to funds at any local and international ATMs or via UnionBank Online;
- Balance inquiry, withdraw, pay bills, and transfer funds from any of the Bank's ATMs is free-of-charge;
- Checking of balance inquiry, and withdraw from any ATM, local or international, is subject to applicable fees;
- Earns interest at prevailing rates, provided that the average daily balance of the Account is at least Php100,000.00 or Usd1,000.00, subject to applicable taxes; and
- Can be used to purchase, pay, and enjoy discounts from select Visa partner merchants.

ADDITIONAL (FOR EXECUTIVE/USD EPAYCARD ACCOUNTS)

- Waived ATM fees*;
- Access to business class lounges*;
- Travel accident insurance of up to Php500,000.00*;
- 24/7 dedicated customer service*;
- Worldwide acceptance;
- Travel perks and exclusive global travel offers, shopping rewards and discounts; and
- Access to third currencies at cheaper rates.

*only for executive payroll

The Bank reserves the right to change the Account/Card classification and features and shall notify the Cardholder of any such changes.

2.2. **Account Maintenance and Cardholder Responsibilities.**

- 2.2.1 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.
- 2.2.2 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 is required to update his/her signature every five (5) years or whenever deemed necessary by the Bank.
- 2.2.3 Electronic submission of required forms duly signed by the Cardholder, documents, or IDs may be allowed. The Cardholder warrants that all forms submitted to the Bank bearing a digitized signature complies with Republic Act No. 8792 (otherwise known as the "Electronic Commerce Act"), A.M. NO. 01-7-01-SC or the Rules on Electronic Evidence and/or other relevant laws on the subject. Except to the extent directly and solely caused by the Bank's willful misconduct or gross negligence, the Cardholder shall indemnify and hold the Bank free and harmless against any and all losses, claims, damages and injuries arising from the Bank's reliance on the electronically submitted forms duly signed by the Cardholder, documents, or IDs.
- 2.2.4 The Cardholder agrees to comply with the Bank's Know-Your-Customer (KYC) procedures and Client's payee identification system. The Bank reserves the right to restrict all debit transactions from the Account (such as withdrawals or outgoing funds transfer) if the Cardholder or Client fails to submit, should the Bank deem necessary, all required forms, information, documents, or IDs needed to open the Account within thirty (30) days from Account Opening. If the Cardholder or Client fails to comply with such requirement after thirty (30) days from after Account Opening, all transactions on the Account (such as withdrawals, outgoing funds transfer, and deposits or credits to the Account) shall be restricted upon 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 arising from or in connection with their non-compliance with Bank's KYC requirements and this Section 2.2 except to the extent that such liabilities, claims, causes of action,

losses, costs, expenses, and damages are directly and solely caused by the Bank's willful misconduct or gross negligence.

- 2.2.5 The Cardholder warrants that all information in the required forms and those needed to open the Account, documents, and all IDs submitted are correct, complete, true, and accurate. In the event that the Bank discovers fraudulent, falsified, or inaccurate information based on authentic documents and verified reports provided by the Client or Cardholder after the Account has been opened, the Bank reserves the right to close or to restrict transactions on the Account. The Cardholder will receive a notification from the Bank once transactions on their Account have been restricted.

2.3. Deposits to the Account.

- 2.3.1. The Cardholder authorizes the Bank to accept cash and other items for deposit such as checks, wire transfers, and other forms of credit made payable to the Cardholder's Account.
- 2.3.2. Second endorsed checks, post-dated, and stale checks shall not be accepted for deposit. Any alterations or erasures made on any check deposited regardless of any signature or initials that appear to indicate that the erasure or alteration is authorized makes the check unacceptable for clearing. The Cardholder agrees to assume full responsibility for the correctness, authenticity, and validity of all endorsements appearing on the checks or other items deposited to the Bank.
- 2.3.3. In receiving all items for deposits, the Bank acts only as a collecting agent of the Cardholder and assumes no responsibility beyond the exercise of ordinary care.
- 2.3.4. Deposits posted to the Account may be 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: (a) existing BSP/Philippine Clearing House Corporation (PCHC) rules and regulations; or (b) clearing or collection arrangements made with correspondent banks, in case of checks denominated in foreign currency. If (a) final payment is not received on any item deposited to the account; (b) any direct deposit, automated clearinghouse deposit or electronic fund transfer to the account is charged back to the Bank for any reason; or (c) the Bank has erroneously credited any amount to the Account for any reason, the Cardholder agrees to pay the Bank the amount of the chargeback and return the funds erroneously credited to the Account, 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 erroneously credited funds and 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.
- 2.3.5. The Bank is not responsible for any transactions until these have been properly received and recorded in accordance with existing Bank policies.
- 2.3.6. The Bank reserves the right to refuse acceptance of deposits if it determines that acceptance of deposits would expose itself to any risks.
- 2.3.7. The Bank shall not be responsible for resulting entries based on erroneous account numbers on the deposit slip.
- 2.3.8. The Bank records shall be conclusive on the amount of the deposit for credit to Cardholder's accounts despite discrepancies.

2.4 Foreign Currency Deposits (FCD).

- 2.4.1. FCD may be in the form of notes, checks, drafts, and telegraphic transfers via the Philippine Domestic Dollar Transfer System (PDDTS) and/or SWIFT.
- 2.4.2. Checks drawn against banks outside the US continent are usually sent for collection. Foreign currency check deposits previously presented and subsequently returned by the drawee banks cannot be re-deposited. The Bank reserves the right to charge clearing and/or collection charges for checks denominated in foreign currency for deposit/collection. The Cardholder fully authorizes the Bank to immediately debit from its foreign currency or peso account the amount of any returned check(s), minimum charges, and any other amount which the foreign collecting bank may impose for any returned check.
- 2.4.3. The Cardholder warrants that the FCD shall be funded by: (a) foreign currency required to be sold and/or surrendered under the rules and regulations of the BSP; and (b) purely by foreign currency receipts eligible for deposit under the rules and regulations of the BSP then in effect.
- 2.4.4. The Cardholder holds the Bank free and harmless from liability for any foreign currency deposits made in violation of any law or government rules and regulations.
- 2.4.5. Checks denominated in foreign currency received as deposits and sent to a foreign correspondent bank for collection / clearing shall be governed by the following special conditions: (a) as a collection agent, the Bank shall not be liable for any loss, damage or delay due to causes beyond its control such as but not limited to force majeure whether the same be acts of God or acts of man, civil disturbances, mail

delays, fraud, equipment / systems failures or other similar events; (b) the Bank shall not be liable for any claim of non-payment of any item unless the non-payment results from the Bank's duly established and proven gross negligence or willful misconduct.

- 2.4.6. Any and all losses which the Cardholder may incur due to changes or fluctuations in the foreign currency exchange rate shall be borne exclusively by the Cardholder.

2.5 Checking Accounts and Requisition of Checkbooks.

- 2.5.1. Checkbooks can be ordered at select UnionBank channels and are subject to the payment of applicable fees and charges. The Cardholder shall ensure to obtain copies of cancelled checks.
- 2.5.2. A Stop Payment Order (SPO) can be issued on any outstanding unpaid checks, subject to payment of applicable fees and charges. The SPO shall be valid and revocable only up to six (6) months from the date of receipt.
- 2.5.3. The Cardholder shall immediately notify the Bank in case of any lost or misplaced checks and may apply for a SPO for each of the lost check/s. The Bank shall not be liable for payments made on lost checks if it has not received an SPO from the Cardholder prior to the payment.
- 2.5.4. The Bank shall not be responsible for tampered checks once the checkbook has been released to the Cardholder. If a check is dishonored for any reason, including but not limited to material alteration, fraud or forgery, the Cardholder gives the Bank full power and authority, in the Bank's sole discretion, to debit any and all amounts that have been credited to the Account due to the dishonored check, and/or offset the same against any funds which the Cardholder may have with the Bank until full satisfaction.
- 2.5.5. The Cardholder agrees to waive presentment, protest, and notice of dishonor on all checks, orders for payment, bills of exchange, promissory notes, securities notes, electronic debits or credits or any other payment instruments that the Bank may receive in any way for discount, deposit, collection, or acceptance on the Account. The Cardholder shall be liable to the Bank for any instrument received for the Account as if it were presented, protested and given notice of dishonor in the usual way. The Bank reserves the right to dishonor and return checks at the Bank's sole discretion and without need of prior notification. The Cardholder shall hold the Bank free and harmless from any claims, loss, and damages arising from the dishonor and return of a check.

2.6 Reclassification

- 2.6.1. 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 are met:
- (a) The Account does not receive any Corporate Credit for six (6) consecutive months;
 - (b) The Account is part of the Client's list of delisted/resigned payees for the ePaycard service; or
 - (c) The Client terminates its agreement with the Bank for cash management services and/or ePaycard services.
- 2.6.2. Reclassified accounts will be subject to the terms and conditions of a personal savings/regular checking account/regular US dollar savings account ("Deposit Terms and Conditions") found in <https://unionbankph.com/accounts/terms-and-conditions>. The Cardholder understands and agrees that he/she shall be bound by the Deposit Terms and Conditions in the event the Account is reclassified.
- 2.6.3. In the event that the ePaycard Account is reclassified or changed in any way, all features and benefits associated with the account shall immediately cease. The Cardholder acknowledges and agrees that any privileges, rewards, or benefits previously enjoyed in connection with the account may be forfeited or terminated as a result of such reclassification or change. The Bank shall not be liable for any loss or damage incurred by the Cardholder as a result of such cessation of features and benefits.

2.7 Statement of Account

- 2.7.1. The Cardholder may request a Statement of Account (SOA) at any UnionBank branch for a fee, as applicable or may access their transaction history using UnionBank Online. The Cardholder shall be responsible for promptly examining the SOA, including the paid checks or check images that may be enclosed therein, and notifying the Bank of any dispute thereon within twenty (20) calendar days from cut-off date.
- 2.7.2. The Cardholder shall be responsible for validating that: (a) all entries in the SOA, such as but not limited to amounts, payee names, and data indicated on paid checks, are true, accurate, and correct and there are no discrepancies in the entries; (b) there are no fraudulent, altered, forged signatures or endorsements on the checks and that the checks are not defective.

2.8 Deposit Insurance

- 2.8.1. Deposits are insured by the Philippine Deposit Insurance Corporation ("PDIC") up to a maximum deposit insurance coverage (MDIC) of Five Hundred Thousand Pesos (Php500,000.00) per depositor.
- 2.8.2. PDIC shall recognize the registered owner/holder of a Legitimate Deposit in the books of the Bank as the depositor entitled to deposit insurance, except where the records of the Bank show that the Legitimate Deposit is maintained in the same right and capacity for the benefit of another depositor, in which case PDIC shall recognize the latter as the beneficial owner of the account entitled to deposit insurance.

- 2.8.3. In case of transfers or break-up of deposits, the 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.
- 2.8.4. 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.
- 2.8.5. 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.
- 2.8.6. The PDIC may require additional documents from the Cardholder to ascertain the details of the deposit transfer or the right and capacity of the transferee or his relationship to the transferor.

3 **Account Maintenance 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 inputting 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. Access to Internet Banking and Mobile Banking is subject to the Bank's terms and conditions found in the Bank's website
 - a. Cardholder represents and warrants that the information furnished in its enrollment in the channels are correct and accurate.
 - b. 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.
 - c. 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 Cardholder 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 Cardholder 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. The Cardholder is responsible for ensuring that fund transfer details, including but not limited to transfer amount and transferee details, are true and correct and warrants the validity and legality of the fund transfer transaction. The Bank shall not be responsible for verifying the accuracy of any information in the fund transfer instructions. When accepting fund transfer instructions, the Bank functions solely as a conduit between the Cardholder and the transferee and does not assume responsibility for any discrepancies in the payment caused by the Cardholder's error or delay. The Bank shall neither be responsible nor liable for unsuccessful transfers due to the inactive status of and insufficiency of funds in the Account. Fees and charges incurred by the Cardholder as a result of the Bank's inability to complete a transfer for the aforementioned reasons shall be for the account of the Cardholder. In cases where multiple fund transfer instructions are given and the account balance is insufficient to process all

transfers successfully, the Bank reserves the right, at its sole discretion, to determine which fund transfer requests will be processed. 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 and any erroneous transfer shall be borne exclusively by the Cardholder, subject to the provisions of Section 8.4. of these Terms and Conditions. The Cardholder shall not use the Bank electronic facility to transfer funds for illegal purposes or for any form of money laundering. The Bank reserves the right to cancel, refuse, or not to perform or execute any fund transfer transaction without prior notice if it has sufficient grounds to believe that executing such transfer shall place the Bank at risk of violating anti-money laundering laws and regulations, and other applicable laws and government regulations. Except to the extent directly and solely caused by the Bank's willful misconduct or gross negligence, the Cardholder agrees to hold the Bank free and harmless from any legal problems that the fund transfer may result to. 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. The Cardholder consents to the Bank's disclosure or sharing of any information provided to the Bank to third parties to enable the Bank to comply with its obligations under local and international anti-money laundering, terrorist financing and proliferation financing laws, rules and regulations, guidelines as well as requirements of local and international authorities, regulatory bodies, and local, correspondent banks, and/or other financial institutions to implement any fund transfer instruction. The Cardholder agrees that the Bank may request for further information and disclose such information to such authorities, regulatory bodies, correspondent banks, and other financial institutions, as may be required in order to implement any fund transfer instruction. For this purpose, the Cardholder warrants that all information to be provided in relation to any fund transfer instruction are true and accurate, and by agreeing to these Terms and Conditions, they knowingly and voluntarily waive their rights to the secrecy of bank deposits and confidentiality of account information under Republic Act No. 1405, as amended, (RA 1405), Republic Act No. 8791 (RA 8791), Republic Act 6426 (RA 6426), and other applicable laws prohibiting disclosure of information concerning the Cardholder's transactions or deposits as well as any applicable confidentiality provisions in any and all of its existing agreements with the Bank. The Cardholder hereby agrees to indemnify and hold the Bank free and harmless from and against all claims, suits, actions, or proceedings which may arise as a result of such authorized disclosure or sharing of information or as a result of any error, inaccuracy, or misrepresentation in the information provided for such fund transfer instruction, except to the extent that such claims, suits, actions, or proceedings are directly and solely caused by the Bank's willful misconduct or gross negligence.

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.**

(a) **Non-Liability.** The Bank will not be responsible 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 agrees to hold the Bank free and harmless and release it and its 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.

(a) **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 Internet and Mobile Banking Facilities 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 the 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 the Cardholder's 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 provided with a Card that is linked to the Account, which the Cardholder can use to transact in any ATM. The Cardholder shall be responsible for the physical security of the Card. The Bank and any of its authorized officers, employees, or agents 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 with notice to the Cardholder. The Bank shall not be liable for any losses or damages suffered by the Cardholder as a result thereof.
- 4.2. 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 stripe.
- 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 the Bank to block the Card ("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. All transactions made through the use of the Card prior to notice to the Bank that the Card was lost/stolen and request for Card blocking 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 the Bank's receipt of such notification of loss/theft and Card Blocking request. The Cardholder is encouraged to report the incident to (a) concerned institutions such as but not limited to the office/building/mall/parking administration offices where the incident may have happened and (b) relevant law enforcement agencies such as the local or national police force of the locality where the incident may have happened.
- 4.4. In cases where the card is lost or stolen, the Cardholder agrees to cooperate with any officers, service providers, employees, or agents of the Bank, notified to the Cardholder as having been authorized by the Bank, and/or the concerned institutions and/or law enforcement agencies mentioned in Section 4.3 above 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.
- 4.7. A replacement fee may be charged by the Bank for reissuance of a new card.

5 The PIN

- 5.1. An initial PIN will be issued to the Cardholder, which the Cardholder must immediately change thereafter using the 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 Cardholder is encouraged to regularly change the PIN.
- 5.3. Any transaction effected using the Cardholder's PIN shall be conclusively presumed to have been authorized by the Cardholder.
- 5.4. While the Card is issued by the Bank, the Bank does not manufacture these Cards and may not have any access to the PIN assigned to the Card as well as the capability to retrieve information related to the said PIN. In case the Cardholder is unable to remember the 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 to withdraw money from ATMs that accept the Card, 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, the 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 Section 7.3.
- 6.1.2 Withdrawal for US dollar Accounts may also be made through OTC. However, for OTC branch withdrawals of over Usd1,000.00, 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 in the following instances:
 - 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: (a) the Account is garnished or attached; (b) the Account has been pledged as collateral for a debt; (c) the availability of the funds on deposit cannot be verified; and (d) The Cardholder has failed to repay an obligation to the Bank on time.
 - 6.3.3 If the Cardholder or Client fails to submit to the Bank all required forms, information, documents, or IDs needed to open the Account within thirty (30) days from the Client's receipt of notice that the Account has been opened, as provided in Section 2.2.4. of these Terms and Conditions.
- 6.4. 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.
- 6.5. The Cardholder acknowledges and authorizes: 1) the regular submission and disclosure of his/her 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.

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. If the Account has insufficient funds to cover the fees and charges, the Cardholder agrees that the Bank may hold debits or withdrawals from the 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 Cardholder may be charged a fee for cash withdrawals made using the Card in any ATMs other than the Bank's ATMs as shown in the Schedule of Fees and Rates below.
- 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 the Cardholder's 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

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
Re-PIN 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

- 7.8.1 It is understood that the foregoing Schedule of Fees and Rates are subject to change by the Bank with notice to the Cardholder save for changes to the fees levied by acquiring banks on non-UnionBank ATMs. 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. 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 all monies, and liquidated properties of the Cardholder which may have been deposited with the Bank or are now or may hereafter come into the possession or under the control of the Bank for any reason (collectively, the "Funds") and/or debit the Account, without need of notice or further act or deed, for any and all obligations incurred or in the future may be incurred by the Cardholder in favor of the Bank or as may be required by law or legal processes, such as but not be limited to, garnishment, fraud, error or mistake in amount credited to the Account, failure to debit any amount from the Account for any reason, loan payments, unpaid credit card transactions, interest, penalties, charges and other receivables of the Cardholder payable to the Bank, for so much thereof as will be sufficient to pay the said obligations to the extent of the amounts due, with full power of substitution/delegation to convert the Funds into Philippine Peso if denominated in foreign currency at the prevailing exchange rate at the time of set-off. This authority extends to all transactions whether covered by promissory notes or other credit agreements between the Cardholder and the Bank whether currently in effect or hereafter contracted, that creates a creditor-debtor relationship between them. The Cardholder hereby authorizes 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 account in the Cardholder's name, whether singly or jointly with others, without prejudice to the Bank's exercise of its rights and remedies under the law for the recovery of the amounts due in the event that such right to debit cannot be enforced against the Account or other accounts for any reason. The Cardholder hereby further authorizes the Bank to sell in any public or private sale any of such properties of the Cardholder and to apply the proceeds of the sale to the payment of any of the Cardholder's obligations to the Bank. The Cardholder shall hold the Bank free and harmless from any and all claims, liability, loss, damages, fees, and charges, resulting from such erroneous or over crediting and/or the consequent debiting of the Account.

9 Account Suspension

- 9.1. The Bank may, at its sole discretion and determination, suspend transactions of an Account (whether debit, credit, or both) or put an Account on "hold" status in any of the following instances:
 - (a) 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.
 - (b) 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.
 - (c) If the Cardholder fails to update his/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.
 - (d) Upon the Bank's knowledge of the death of the Cardholder until claimants have complied with the Bank's policy on deceased depositors and other legal requirements.
 - (e) Upon receipt of a court order or written instructions from the Anti-Money Laundering Council (AMLC) or other relevant government or regulatory body ordering the Bank to freeze the account.

The Cardholder will be notified once their account has been suspended.

- 9.2. A Cardholder with suspended or on "hold" status accounts may view their accounts but are not permitted to make transfers or withdrawals. The suspended Account may be reactivated, upon the Bank's discretion, upon submission by the Cardholder's valid IDs and such other documents as may

be required by the Bank via the Bank's online channels or in the branch. The Bank may also require additional in-person appearance at the branches if deemed necessary.

10 Account Security

- 10.1. The Cardholder understands that the account may be compromised through phishing, vishing, smishing or other social engineering tactics that will enable unauthorized persons to withdraw money from the account using his/her account information, such as but not limited to, card numbers, personal information, the PIN, and access credentials to Bank facilities and platforms subscribed to through any of the following means: (1) response to an email request for account information via a fraudulent or fake UnionBank website; (2) use of any electronic, online or internet facility or connectivity in accessing or using the Cardholder's email, contact information, or the UnionBank website and/or providing sensitive information, or performing any transaction or other similar activities; (3) providing personal information and/or account information other than the UnionBank Channels; and (4) response to fraudulent phone calls or SMS purporting to be from UnionBank; (5) any other similar or analogous means.
- 10.2. Cardholder acknowledges to have been briefed during account opening by the Bank and informed through SMS and website notifications and other channels on cybersecurity awareness, including phishing, vishing, smishing, and other fraudulent practices that may facilitate the commission of financial cybercrimes and agree to be solely liable for any and all future withdrawals and purchases made on their accounts resulting from the aforementioned fraudulent practices. The Cardholder agrees to indemnify and hold the Bank, its officers, directors, employees, agents, and representatives free and harmless against any and all losses, damages, penalties, liabilities and costs of any kind sustained from phishing, vishing, smishing and other social engineering tactics, except to the extent such loss, damages, penalties, liabilities, and costs are caused directly and solely by the Bank's willful misconduct or gross negligence. The Cardholder acknowledges their responsibility and accepts liability for any such acts resulting from their own fault or negligence.
- 10.3. The Cardholder agrees to immediately report any lost or stolen Card, unauthorized and erroneous transactions on the account, concerns, complaints, errors or requests, or other type of contingencies regarding the account to the nearest UnionBank branch or by contacting the UnionBank Customer Service. Upon receipt of disputes or alleged unauthorized transactions, the Bank shall provide relevant details on the transactions upon investigation and, where applicable, coordination with third parties concerned. Pending the outcome of the investigation of the disputed or alleged unauthorized transaction, the Bank may temporarily suspend the imposition of interest, fees, or charges, if applicable, preserve the disputed funds, if they are still intact, and take any necessary steps to safeguard the rights and assets of the Cardholder and the Bank, including but not limited to, temporarily suspending account access or freezing of funds, if necessary, in accordance with the relevant policies, rules, and regulations of the Bank.

11 Closure of the Account

- 11.1. If the Cardholder chooses to close the Account, they must inform the Corporate Client, except when the Account has been reclassified as a personal savings/regular checking account or regular US dollar savings account.
- 11.2. The Bank, at its own discretion, may also initiate account closing and blocking of transactions immediately in any of the following circumstances:
 - (a) The ePaycard remains 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 has been or is being 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) If the Account is or has been involved in, used, or suspected to be used for any fraudulent, criminal or unlawful activities or transactions;
 - (e) In case of document deficiencies, false or inaccurate information supplied by the Cardholder, or misrepresentations in the opening of the Account;
 - (f) 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
 - (g) If in the Bank's sole determination, there exist 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 and Conditions.

The Cardholder will be notified once their account has been closed.

- 11.3. The Cardholder agrees that all unused checks shall immediately be surrendered to the Bank upon the closure of a current/checking account.

- 11.4. In all instances of Account closure, the Bank shall return the deposit, if any, net of applicable charges, fees, taxes, and/or any contingent or past due liabilities of the Cardholder to the Bank. The Cardholder may be notified either personally, by mail or through the Bank's electronic channels, of the Bank's intention to close the Account and interest, if any, shall cease from the date of such notification. Notice by mail shall be deemed received five (5) days after the date of posting. In all cases, the release of the funds of closed accounts shall be subject to the Bank's verification and submission of pertinent documents from the Cardholder /his heir/s or beneficiary/ies.
- 11.5. 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.
- 11.6. These Terms and Conditions shall remain in full force and effect and shall apply to any transaction that is completed prior to the Account's closure notwithstanding that the transaction has not yet been processed; except in cases where the continuation of the instruction or action results to violation to any applicable laws.
- 11.7. The closure of the Account shall not affect or deter the Bank from claiming or enforcing any liability/liabilities incurred by the Cardholder in respect to things done or omitted to be done prior to its termination.

12 Limitation of Liability

- 12.1. 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 Cardholder may suffer, directly or indirectly from:
- (a) any failure to provide any service or to perform any obligation pursuant to these Terms and Conditions 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;
 - (ii) inaccurate, incomplete, or delayed information that is received by the Cardholder or the Bank due to disruption or failure of any information or communication facilities or due to faults in the telecommunication network, internet or network failure, or software or hardware error beyond the control of the Bank; and
 - (iii) any law, order, or requirement of any governmental agency or authority;
 - (b) 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; and
 - (c) Any 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.
- 12.2. The Client shall indemnify and/or hold the Bank free and harmless from any and all losses, costs, damages, or liabilities which the Client, the Bank, or any third party may suffer arising out of or resulting from:
- (a) The closure of the Account on any of the grounds stated in these Terms and Conditions;
 - (b) the dishonor of any check thereunder which may be presented to the Bank after the closing of the Account;
 - (c) 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;
 - (d) 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;
 - (e) refusal of any merchant affiliate of member institution of VISA International to honor the Card;
 - (f) any dispute between the Cardholder and any merchant or any other person relating to any transaction using the Card. The Cardholder'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 Cardholder 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 Cardholder 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 and/or the Account;

- (j) any injury to the Cardholder's credit character and reputation arising from the repossession of the 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 fraudulent access or utilization of the Bank's Internet or Mobile Banking platforms due to:
 - (i) theft or loss of the Cardholder'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 by the Cardholder;
 - (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 the Cardholder's participation;
 - (l) the disclosure of information concerning the Account and/or the Cardholder'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.
- 12.3. In no event shall the Bank or any of its officers, employees, representatives, and/or agents be liable for any indirect, incidental, consequential, exemplary, punitive, or special losses or damages.
- 12.4. Except as provided for in Sections 12.1 and 12.3 hereof, the foregoing limitation on the Bank's liability and/or indemnity obligations to the Bank will not apply to the extent that the losses, costs, damages, liabilities, and claims are directly and solely caused by the Bank's willful misconduct or gross negligence.

13 Compliance with Existing Law/s

- 13.1. 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 AMLA, as amended, 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.
- 13.2. The Cardholder authorizes the Bank to make the necessary disclosures, reporting, verifications, records and reports, submissions, 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 Account. The Bank shall not be liable for any direct or indirect loss incurred by the Cardholder or any third party arising from the Bank's compliance with the Section 13.1. and the requirements of the AMLA.
- 13.3. Foreign Account Tax Compliance Act (FATCA)
- 13.3.1. Cardholders who are citizens of the United States of America (US) must provide their U.S. taxpayer identification number and other pertinent information as provided in the applicable Internal Revenue Service (IRS) forms such as W-8 and W-9, and comply with documentation requirements per U.S. regulations. The Cardholder declares under penalties of perjury that:
- (a) The U.S. tax identification number indicate is true and correct; and
 - (b) They agree to waive any bank secrecy, privacy or data protection rights related to their Accounts.
- 13.3.2. By opening an Account, the Cardholder consents to and authorizes the use by the Bank of the information provided so that the Bank may comply with applicable foreign laws including but not limited to the FATCA. The Cardholder agrees and accepts that, as a Philippine financial institution, the Bank's sole obligation under the FATCA is to report the Account to the IRS as soon as the implementing rules and regulations are in effect and the mechanism to report is already available to the Bank. The Bank is not required to and will not withhold any amount due to the IRS nor provide any completed IRS forms on the Cardholder's foreign financial asset reporting.

14 Data Privacy

- 14.1. 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 Data Privacy Statement which can be accessed either at UnionBank Online or by typing this address on the web browser: <https://www.UnionBankph.com/privacy-security#0>

- 14.2. 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.
- 14.3. 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.
- 14.4. The Cardholder authorizes the Bank to collect, use, and share Personal Data (as defined under the Data Privacy Law of 2012 and its implementing rules and regulations), customer data, and account or transaction information or records (collectively, the "Information") provided, and where permitted by law, to share it with: (i) Aboitiz and Company, Inc.; and (ii) Aboitiz Equity Ventures, including their and the Bank's respective subsidiaries and affiliates (collectively, the "Aboitiz Group") for cross-selling and for the following purposes: (a) purposes as set out in the Bank's Data Privacy Statement (DPS) in force; (b) to identify and inform the Cardholder of products and services provided by the Aboitiz Group that may be of interest to the Cardholder; (c) for compliance to any law, regulations, government requirement, treaty, agreement, policy or as required by or for the purpose of any court legal process, examination, inquiry, audit, or investigation of any authority. This applies notwithstanding any non-disclosure agreement.
- 14.5. The Cardholder agrees that UnionBank may offer a UnionBank Credit Card and may use the Cardholder's Personal Data and other information for automated processing and for automated decision-making in connection with the prospecting, application, establishment, maintenance, renewal, reissuance, cancellation and closure of my account/s, relationship/s and/or card/s, including the provision of other products and services. The Cardholder authorizes UnionBank to conduct random verification with government agencies or third parties to establish authenticity of the information declared and/or documents submitted. The issuance of a UnionBank Credit Card shall be subject to credit evaluation of UnionBank. The authorization granted by the Cardholder in this Section and in Sections 6.5 and 13, and to otherwise disclose personal and Account information in accordance with these Terms and Conditions shall be the written consent or permission for disclosure as required under the provisions of RA 1405, as amended, RA 6426, and any other applicable bank secrecy and data privacy laws.
- 14.6. The Cardholder agrees that by signing this document, his application, maintenance, or continued use of any of the Bank's products and services shall be his acceptance and agreement to be bound by the provisions of the DPS found at <https://www.unionbankph.com/privacy-security>

15 Governing Law

These Terms and Conditions and all other matters concerning issuance, usage, and possession of the Account shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any legal action or proceeding arising out of or connected with these Terms and Condition shall be brought exclusively in the proper courts of Pasig City, at the sole option of the Bank, and to the exclusion of all other venue.

16 Disputes

- 16.1. Upon report of any errors, questions or concerns, the Cardholder will be required to provide personal information and other details to the Bank for identification purposes.
- 16.2. If there is a claim of error, fraudulent, or unauthorized transaction, the Cardholder agrees 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. The Cardholder understands and agrees that the Bank may disclose information about the Cardholder and/or the 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.

- 16.3. All transactions made prior to the reporting of the erroneous, fraudulent or the unauthorized transaction shall be conclusively binding on the Cardholder. As such, the Bank shall not be liable for any loss or damage the Cardholder may incur prior to such report.
- 16.4. For complaints on transactions as well as the transaction details, the Cardholder shall have twenty (20) calendar days from the posting date of the transaction to raise any issues thereon, otherwise the transactions as appearing on the Bank's records shall be considered correct, accurate, and binding on the Cardholder. The Cardholder agrees to hold the Bank free and harmless from any claim arising due to the Cardholder's failure to question such transaction within such period except to the extent caused directly and solely by the Bank's willful misconduct or gross negligence.
- 16.5. Disputed transactions which have been properly processed, investigated and resolved in the Cardholder's favor shall be credited/reimbursed back to the Cardholder's Account.

17 Miscellaneous

- 17.1. Cardholders may be entitled to a cooling off period of at least two (2) days after availing any product or service from the Bank. During this cooling-off period, Cardholders have the option to cancel any product or service availed by providing a written notice of cancellation to the Bank. However, the Bank, reserves the right to collect processing and administrative fees to cover expenses incurred, including applicable taxes, if any.
- 17.2. Cards unclaimed after thirty (30) calendar days from the account opening date shall be destroyed.
- 17.3. The Bank may assign any or all of its rights and obligations under these Terms and Condition to a third party by giving at least thirty (30) days written notice to the Cardholder and/or the Corporate Client prior to the effectivity of such assignment. Any assignment made by the Bank shall not affect in whatever form any of the Cardholder's accrued rights and obligations under these Terms and Conditions.
- 17.4. These Terms and Conditions shall be read in conjunction with the specific terms and conditions of other UnionBank products and services availed or may be availed of by the Cardholder.
- 17.5. For questions or concerns, including the reporting of lost or stolen cards, fraudulent, unauthorized, and erroneous transactions on the account, the Bank may be reached through any of the channels provided below. For social media channels, a representative will get in touch within 24-48 hours from the time the Bank receives the question or concern.
- Phone: for +63 2 8841 8600
 - E-mail: customer.service@unionbankph.com.
 - Facebook Messenger: m.me/unionbankph.com
 - Twitter: twitter.com/unionbankph

For privacy-related concerns, the Cardholder may contact the Data Privacy Office at dpo@unionbankph.com.

Complaints on transactions as well as the transaction details must be raised by the Cardholder within twenty (20) calendar days from statement date; otherwise, the transaction shall be considered correct, accurate and binding on the Cardholder, and, except to the extent directly and solely caused by the Bank's willful misconduct or gross negligence, the Cardholder agrees to hold the Bank free and harmless from any loss, liability, damages, and claims concerning such transaction. The Bank reserves the right to impose an investigation charge should the claim/complaint be proven malicious and untrue.

In the event that queries or concerns require an investigation, the Cardholder agrees to provide the Bank with all information needed and required by the Bank and consents to the use and processing of the information provided to enable the Bank to expediently address the query. The Cardholder also allows the Bank to disclose information provided to third parties, if necessary, to address the concern. For complaints resolution, please be guided by the turnaround time to be set by the Bank.

Union Bank of the Philippines is regulated by the Bangko Sentral ng Pilipinas <https://www.bsp.gov.ph>

- 17.6. The Bank also reserves the right to amend, in whole or part, any of the products and services and its corresponding terms and conditions. The Cardholder hereby consents to said policies, rules, and procedures, and agrees to abide by them. Revisions, modifications, amendments, and supplements to these Terms and Conditions, which constitute an integral part hereof, take effect and are deemed binding upon the Cardholder sixty (60) days, or any period as required by applicable law, rules, or regulations, following notice to the Depositor. Notice may be provided in writing, by display or posting in the Bank's premises, website, and other channels, or by electronic means such as electronic mail and short messaging services, or such other methods of communication which the Bank may deem suitable and will take effect in accordance with these Terms and Conditions and applicable rules and regulations. The Cardholder shall be deemed to have agreed with these Terms and Conditions and

any and all revisions, modifications, and changes hereto by their continued operation or maintenance of the Account, use of the Card or any of UnionBank's services and facilities such as UnionBank Online after receiving the notification of revisions, amendments, or changes in these Terms and Conditions. In case any provision or portion of these Terms and Conditions is declared invalid or unenforceable for any reason or should the Bank decide to terminate or cancel any of the products or facilities or services which it provides, it shall not affect the other provisions of these Terms and Conditions which shall remain valid and binding.