TERMS AND CONDITIONS GOVERNING THE USE OF **BDO MOBILE SERVICES**

The words “You”, “Your” and “Yours” refer to any holder of a BDO Credit Card (“BDO Card”) and a Card Number. The words “We”, “Us” and “Our” refer to BDO.

As used herein, the following terms shall have the following meaning:

“Account/s” shall mean specified BDO Card account/s from time to time opened and maintained by you with or made available by us.

“BDO Card” shall mean a credit card duly issued by us to you.

“BDO Mobile Payments” shall mean the service provided by us where you may effect specified card transactions by charging designated amounts to your Account/s such as, but not limited to, payment for your purchase of goods and services, or for your utility bills from selected merchants via the use of your Mobile Phone.

“BDO Mobile SMS Banking” shall mean the service provided by us wherein you may inquire about your BDO Card Account information, such as, but not limited to, available balance, total amount due, minimum amount due, payment due date, and available promotions, via the use of your Mobile Phone and Mobile Phone Number, provided that your Mobile Phone Number is updated on our records.

“BDO Mobile Services” shall mean the BDO Mobile Payments and BDO Mobile SMS Banking.

“Card Number” shall mean the number which is imprinted on your BDO Card or your Credit Card Account Number

“Code” shall mean your confidential personal code which you shall use on your Mobile Phone to effect a BDO Mobile Payments.

“Merchant” shall mean entity wherein the goods and services are purchased from..

“Mobile Phone” shall mean your Globe Telecom, Sun Cellular or Smart Communications cellular phone or other similar mobile telecommunications equipment or systems as may be approved by us.

“Mobile Phone Service Provider” shall mean Globe Telecom, Sun Cellular or Smart Communications, Inc. or such other mobile phone service provider as may be approved by us.

“Mobile Phone Number” shall mean the corresponding phone number of your Mobile Phone which is enrolled with us.

“SIM Card” shall mean the device/tool provided by the Mobile Phone Service Provider to you that is used to be able to secure a mobile phone number.

"SMS Fees" shall mean the amount of charges imposed upon you for the messages sent and received by you or the cardholder

Your BDO Credit Card on which there is a Card Number that has been or may at your request be issued by us, and a temporary code assigned by us, which you should immediately replace with your own personal Code by sending the following text message "BDO MPIN<space><temporary MPIN><space><New MPIN>" to ____ for Globe Telecom/Sun Cellular subscribers and ____for Smart Communications, Inc. subscribers using your Mobile Phone Accounts to enable you to effect a BDO Mobile Payment and/or BDO Mobile SMS Banking.

In consideration of our agreement to provide BDO Mobile Services, you agree that:

1. **ACCEPTANCE.** By using BDO Mobile Services, you have accepted and agreed to be bound by all operational rules and general terms and conditions governing BDO Mobile Services, including without limitation all the following paragraphs, and to pay for the card transaction amounts, interest and other charges if applicable and any fees associated with the use of BDO Mobile Services, such as but not limited to SMS Fees . You likewise agree to be bound by any and all laws, rules, regulations and official issuances applicable to BDO Mobile Services, now existing or which may hereinafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services which we may from time to time make available to you in connection with the BDO Mobile Services, as the same may be revised or supplemented from time to time by us.

2. **SERVICE.** The BDO Mobile Services shall be available to you through the medium of cellular/wireless mobile telecommunications equipment acceptable to your Mobile Phone Service Provider and your Mobile Phone Number and Merchant. You may gain access to BDO Mobile Service through the use of your Mobile Phone, Mobile Phone Number, Card Number, Code (required only for BDO Mobile Payments) or such other means of identification assigned to you by us in connection with your Accounts.

You are responsible for determining if your Mobile Phone Service Provider supports SMS (Short Message Service)/text messaging and if your cellular phone or telecommunications equipment is capable of receiving SMS/text messages, such that you will be able to receive a display of text/graphic messages in your Mobile Phone notifying you of information and details relating to the use of BDO Mobile Services.

We have the absolute discretion to make BDO Mobile Services available to you. We have the discretion from time to time to determine the scope of BDO Mobile Services, determine the types of telecommunications equipment acceptable for the purpose of providing the services thereunder, restrict the number of pieces of telecommunications equipment which may be registered by you, set or change the daily cut-off time, modify, restrict, withdraw, cancel, suspend or discontinue any or all of the BDO Mobile Services without notice or responsibility to you and without giving any reason therefor. You understand that by using BDO Mobile Services after any modification or change has been effected, you have agreed to any such modification or change including fees and charges that may apply

We likewise reserve the right to impose a fee for BDO Mobile Services at our absolute discretion at any time without your prior consent.

3. RESPONSIBILITY. You irrevocably authorize us to act upon any instruction/s which is/are identified by any use of your Mobile Phone Number, Card Number, Code (required for BDO Mobile Payments) or such other means of identification which we assigned to you in connection with your Accounts. We shall be responsible for acting only on those instructions sent through your Mobile Phone which are actually received by us and you agree that we shall not have and do not assume any responsibility for malfunctions in communication facilities not under our control that may affect the timeliness or accuracy of the instructions sent. In this regard, you acknowledge that the receipt of any text/SMS message may be delayed or prevented by factor(s) affecting your telecommunications equipment or the services provided by your Mobile Phone Service Provider and other factors outside our control; you acknowledge that we shall not be responsible for any electronic or mechanical malfunction, connection problem, data failure or corruption, viruses or other problems attributable to your telecommunications equipment or the services provided by the Mobile Phone Service Provider. You also acknowledge that we shall not be responsible for any product or service purchased by you from or provided by the Merchant and your complaints should be settled directly with the Merchant. Such instructions, upon receipt by us, shall be effected at our absolute discretion. We shall be entitled to treat and consider as valid and binding on you any instructions given, or agreement made with us, through your telecommunications equipment by any person using the Mobile Phone Number, Card Number and the Code for BDO Mobile Payments or using the Mobile Phone Number and Card Number for BDO Mobile SMS Banking. We shall neither be liable for action upon such instructions sent nor be obliged to investigate the authenticity or authority of persons effecting your instructions or verify the accuracy and completeness of your instructions. Such instructions shall be conclusively deemed and treated by us as authorized, correct, complete, irrevocable and binding on you upon our receipt. You hereby accept full responsibility for all transactions executed via BDO Mobile and in particular, in ensuring the accuracy and completeness of your instructions. We have the right (but not the obligation), at our sole absolute discretion, to verify any instructions for BDO Mobile Payments given through the use of your Mobile Phone, Mobile Phone Number, Card Number and Code by sending you an e-mail online or via telephone or any other means.

We do not review or verify any instructions for BDO Mobile SMS Banking. You acknowledge and accept that the text message/SMS sent and received is not encrypted and shall include account information. You also acknowledge and accept that we do not guarantee the delivery nor the accuracy of the contents of each BDO Mobile SMS Banking SMS.
You agree that we may, without notice and without stating the reason therefor, cancel or refuse to execute any of your instructions at any time without incurring any liability.

4. **CANCELLATION OF LOADING REQUEST/ GOODS AND SERVICES DELIVERY** – By using the BDO Mobile Services, you hereby acknowledge and agree that a request to cancel the loading transaction cannot be accommodated. A transaction is immediately processed upon our receipt of your instruction, regardless of whether or not you receive the confirmation of the transaction. We shall not be liable for malfunctions in communication facilities not under our control that may affect the timeliness and accuracy of the confirmation of the transaction. For goods and services delivery which have already been effected through the BDO Mobile Payments, your cancellation thereof should be made directly with the Merchant and reimbursement of fees/purchase price, should be settled by you directly with the Merchant.

5. **SUSPENSION/CANCELLATION.** The BDO Mobile Services shall automatically be terminated once the Mobile Phone Service Provider suspends or terminates its services in connection with your registered telecommunications equipment. We shall not be liable to you and we will not be liable to inform you in the event of such termination. After suspension or cancellation, BDO Mobile Services may be reinstated at our sole discretion and we reserve the

right to impose a reasonable reinstatement charge as we deem fit. We shall not be liable to you if you are unable to gain access to BDO Mobile Services. You understand that BDO Mobile Payment is available at designated hours set by the Merchant, and that some or all of the services of BDO Mobile may not be available at certain times due to maintenance, modification, expansion and/or enhancement work and/or computer, telecommunication, electrical or network failure or any other reasons beyond our control.

6. **LOST/STOLEN SIM.** If the SIM Card with the assigned mobile number is lost or stolen, as indicated in the terms and conditions Cardholder should report it immediately by calling the BDO Customer Contact Center 631-8000 / 1-800-10-6318000 / 8144777. Lost/Stolen SIM Card coverage begins from the time the loss or theft is reported to BDO Customer Contact Center. In such event, the SIM Card that you have enrolled will be permanently blocked. Any transactions prior to our receipt of such report will be conclusively considered as authorized and valid .

7. **UNAUTHORIZED USE.** You are responsible for keeping the Card Number and the Code highly confidential and you shall not disclose the Card Number and/or the Code to any unauthorized person and shall take all steps necessary to prevent discovery of the Card Number and/or the Code by any unauthorized person. You shall inform us as soon as reasonably practicable if you know or suspect that someone else knows the Card Number and/or the Code or that unauthorized transactions have taken place or that the Card Number or Code has been lost or stolen. You shall be liable for any unauthorized transactions made should you fail to advise us. All transactions/instructions received by us (whether authorized or not) prior to our receipt of the said notice from you would be conclusively deemed as authorized and valid. You must promptly examine your statements upon receipt and if you discover any discrepancies, omissions, inaccuracies or incorrect entries, you must immediately call 24-Hour BDO Customer Contact Center. You shall be liable for all losses prior to your reporting such discrepancies or if you act fraudulently or with gross negligence, including failing to properly safeguard the Card Number and/or the Code or failing to immediately report any unauthorized transaction made.

You likewise understand that for your own protection, we shall cancel your Code should the wrong Code be used three (3) times in one day. You may request us for a new system generated Code by calling the 24-Hour BDO Customer Contact Center.

8. **INDEMNIFICATION.** We shall not be liable for, and you agree to indemnify and keep us indemnified, against any and all proceedings, claims, losses, damages or expenses (including legal costs) arising from or in connection with the following:

- your action upon any instructions given to us via your telecommunications equipment which are identified by any use of your Mobile Phone Number, Card Number, Code (which is required for BDO Mobile Payments), or such other means of identification assigned to you in connection with your Accounts;
- the improper or unauthorized use of BDO Mobile, your Mobile Phone Number, Card Number and/or Code;
- any damage to your telecommunications equipment or related facilities as a result of any access to BDO Mobile through your Mobile Phone Number, Card Number and/or Code;
- any loss or damage caused by any access through your Mobile Phone Number, Card Number and/or Code when the same is prohibited, restricted, delayed or otherwise affected by (i) any law or regulation of the country from where BDO

Mobile is accessed and/or the terms and conditions prescribed by the relevant mobile phone service provider in such country of access; or (ii) any law or regulation of any jurisdiction, regional or international authority which governs any use of any component of BDO Mobile, any relevant mobile phone service provider or system;

- any loss or damage caused by any act or omission of any relevant mobile phone service provider or the Merchant occasioned by any access through your Mobile Phone Number, Card Number and/or Code;
- any loss or damage caused by any modification, alteration, upgrade or termination of BDO Mobile Services occasioned by any access through your Mobile Phone Number, Card Number and/or Code;
- any access to (or inability or delay in accessing) BDO Mobile Services;
- any errors or omissions in the information transmitted to your telecommunications equipment through BDO Mobile, including any inaccurate or incomplete content of a BDO Mobile text message or SMS;
- any delay or failure in any transmission, dispatch or communication facilities;
- any defective product or service purchased through the Card by using BDO Mobile;
- non-delivery, delayed delivery or the misdirected delivery of a BDO Mobile text message or SMS;
- your reliance on or use of the information provided in a BDO Mobile Service text message or SMS for any purpose; or
- any third party, whether authorized or not, obtaining information on your Account(s) disclosed in the BDO Mobile Service text message or SMS by accessing your cellular phone or mobile telecommunications equipment or systems.

You agree to hold us 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 text or SMS message which may include your name and information pertaining to your Account(s) be viewed or accessed by persons other than you.

9. **LIMITATION OF LIABILITY.** Subject to the provisions herein, if we are found liable for any act or omission for any reason whatsoever, our liability shall be limited to the amount of the relevant transaction or your direct and/or actual damages whichever is less. We shall not be liable to you for any indirect, special or consequential loss or damages arising in any way out of the use of BDO Mobile Service.

10. **SECURITY.** We shall use reasonable effort to ensure that BDO Mobile Service is secure and cannot be accessed by unauthorized third parties. However, we do not warrant the security or confidentiality of any information transmitted through any Mobile Phone Service Provider or the Merchant in any jurisdiction via BDO Mobile Service. You acknowledge that the text message/SMS sent and received is not encrypted and may include account information. We shall not be liable to you for any disclosure of your account information.

You are responsible for ensuring the security of your cellular phone or telecommunications equipment. You shall notify us immediately upon receipt of any data or information which is not intended for you and you shall delete such data or information from your telecommunications equipment immediately.

11. **SETTLEMENT; RECORDS.** We shall not print or issue any advice or confirmation for any

transaction conducted via BDO Mobile Payments although any such transaction will be recorded in the monthly credit card statement issued by us. The transaction details, account balances and other information as shown in your telecommunications equipment are for reference only. Except for manifest errors, those transaction details and account balances as recorded by us will be conclusive (for example, as to the type and amount of the transaction and the time and date it occurred) upon you. We provide the BDO Mobile SMS Banking service purely as a convenience to you for information purposes only. A BDO Mobile SMS Banking does not constitute a record for the Account(s) to which it pertains.

12. **TRANSFER OF INFORMATION.** You hereby authorize the transfer, disclosure and communication of any information on your Accounts, or any information thereon to any of our branches, subsidiaries, affiliates and agents, the Mobile Phone Service Provider, the Merchant, the BDO Mobile Service providers or authorized third parties selected by us. In addition to the foregoing, we and any of the foregoing persons may transfer and disclose any such information as may be required by any law or regulation. You hereby hold us free and harmless and indemnify us from any liability that may arise from such transfer, disclosure or storage of information.

13. **INTELLECTUAL PROPERTY RIGHTS.** You acknowledge that all proprietary rights relating to or in connection with BDO Mobile and all updates thereof, including without limitation trademark, tradename, servicemark, patent and copyright, shall at all times vest and remain vested in us.

14. **INDEPENDENT MOBILE PHONE SERVICE PROVIDER.** You understand that any access to BDO Mobile Services will be effected through the relevant mobile phone service provider in the country from where such service is accessed, and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by the Mobile Phone Service Provider in separate agreements with you. You shall be responsible for all fees, charges and expenses, including IDD charges for overseas usage, which may be imposed by the Mobile Phone Service Provider in servicing your telecommunications equipment in connection with the use of BDO Mobile. You represent to the best of your knowledge that your telecommunications equipment through which access may be effected by any use of the Mobile Phone Number, Card Number and/or Code are free from any electronic or mechanical defect, data failure or corruption, viruses, bugs and other similar problems. You agree that neither we, nor any of our officers and employees or any branch, affiliate or subsidiary of BDO group Inc., are/is responsible for any electronic or mechanical defect, data failure or corruption, computer viruses and bugs or related problems that may be attributable to your telecommunications equipment and/or the services provided by any relevant mobile phone service provider.

15. **AGREEMENT.** This agreement shall form part of the Terms and Conditions Governing Issuance and Use of BDO Credit Cards and such other rules and regulations governing your Accounts with us and shall be applicable to any future Accounts which you may hereafter open with us.

14. **GOVERNING LAW.** This agreement shall be governed by the laws of the Republic of the Philippines and the exclusive venue for all suits to enforce this agreement is only in the proper courts of Makati City.