



TERMS AND CONDITIONS OF PURCHASE AGREEMENT

- BDO CASH CARD** - BDO Cash Card (“**the Cash Card/s**”) is prepaid, re-loadable, multi-purpose electronic value card with mobile functionalities, which can be purchased for personal or other lawful use. Cash Card may be purchased as generic (with no name embossed thereon) (“**Generic Cash Card**”), or otherwise personalized (with name embossed thereon) (“**Personalized Cash Card**”). Generic Cash Card may be claimed upon purchase while Personalized Cash Card may be claimed after four (4) banking days from purchase.
- INITIAL CASH CARD VALUE** - **(a) Generic Cash Card.** The initial value shall be at least Three Hundred Pesos (P300.00) but not more than Ten Thousand Pesos (P10,000.00). **(b) Personalized Cash Card.** The initial value shall be at least Three Hundred Pesos (P300.00) but not more than Twenty Five Thousand Pesos (P25,000.00). Cash Card value may be purchased with its cash equivalent or via transfer of funds from an existing CA/SA with BDO.
- CASH CARD RELOAD** - The Cash Card can be reloaded with additional value thru any of the following : (i) Over-the-counter (“**OTC**”) cash reload to the Purchaser’s/Recipient’s designated Cash Card Number at designated BDO branches; (ii) OTC withdrawal from an existing CA/SA of the Purchaser/Recipient and cash reload to the designated Cash Card Number of the Purchaser/Recipient; and (iii) such other manner as may be prescribed by BDO. The value shall not exceed the amount of P10,000.00 for Generic Cash Cards, and P25,000.00 for Personalized Cash Cards, at any given time, or such other amounts as may be set by BDO in the future. Reloading can be done at designated BDO Branches, thru accredited Resellers or thru other modes of reloading as may be declared by BDO in the future.
- CASH CARD ACTIVATION** - The Cash Card is activated upon initial loading at designated BDO branches or thru accredited Resellers.
- CASH CARD USAGE/FEES** - The Cash Card may be used to (i) purchase items/goods/services at accredited merchants; (ii) redeem outstanding value thru designated automated teller machines (“**ATM**”); (iii) receive/transfer value from/to another Cash Card Number via mobile phone or OTC ; (iv) balance inquiry thru mobile phone, OTC , points of sale (“**POS**”) or ATM; (v) change ATM Personal Identification Number (“**PIN**”) thru ATM; (vi) load/reload value thru POS,OTC or mobile phone; (vii) pay bills thru OTC or mobile phone; (viii) link Cash Cards to mobile phone; (ix) airtime reload thru mobile phone or OTC; (x) change mobile Personal Identification Number (“**MPIN**”); and (xi) such other uses may be allowed by BDO. To use as an ATM card, the Purchaser/Recipient must go to any BDO, Express Net or Megalink ATM and enter his/her self-generated PIN. For both Personalized Cash Cards, the redeemable value thru ATM shall not exceed the amount of P25,000.00 or five (5) ATM transactions, whichever comes first, per day , or such other amount as may be set by BDO in the future. To use for mobile transactions, the Purchaser/Recipient should link the Cash Card to his/her mobile phone number by entering a self-generated of MPIN. It is the sole responsibility of the Purchase/Recipient to safeguard the

confidentially of his/her PIN/MPIN and that if such confidentially has been compromised, the Purchaser/Recipient should immediately change said PIN/MPIN. BDO reserves the right to impose fee/s for Cash Card usage in such amount/s as it may reasonably determine.

6. **RESPONSIBILITY OF THE PURCHASER/RECIPIENT** - The care and safety of the Cash Card is the sole responsibility of the Purchaser/Recipient. The Purchaser/Recipient hereby agrees to safeguard the Cash Card as if it were cash. BDO shall not be liable for any loss/damage of whatever nature that the Purchaser/Recipient may incur by reason of any unauthorized use of his/her Cash/Card and/or his/her PIN/MPIN.

7. **INACTIVE CASH CARD** - Generic Cash Card shall automatically be placed in inactive status after a period of one hundred eighty (180) days of financial inactivity from the date of last transaction using the Generic Cash Card. On the other hand, Personalized Cash Card shall automatically be placed in inactive status after a period of three hundred and sixty five (365) days financial inactivity from the date of last transaction using the Personalized Cash Card.

A Cash Card (Generic and Personalized) while in inactive status shall be subject to a monthly maintenance fee of P25.00 to be automatically deducted from the outstanding value of the Cash Card at month's end. Once the value of the dormant Cash Card becomes zero, the same will be automatically closed. However, once the Purchaser/Recipient uses the Cash Card while status is dormant , the same shall automatically revert back to active status.

8. **ACCREDITED MERCHANTS** - BDO has entered into an agreement with accredited Merchants whereby Cash Cards presented by customers for the purchase of goods/services, will be honored by the accredited Merchants at the normal selling price or cost to cash customers, without extra percentage or charge to the Purchaser.

9. **AUTHORIZED SALES OUTLETS** - The Purchaser shall purchase Cash Card only from BDO/ its branches, BDO accredited Resellers and Issuers, and any purchase of Cash Card made from any other person/entity not accredited nor expressly recognized or authorized by BDO shall be at Purchaser's own risk.

10. **LOST/STOLEN CARD** - **(a) Generic Cash Card.** Lost or stolen Generic Cash Card shall not be subject to replacement nor refund of outstanding value. Provided however, that the outstanding value may be transferred to another enrolled Cash Card using the mobile phone. Provided further, that if both the Generic Cash Card and the mobile phone to which the same is linked, are lost/stolen, the outstanding value can no longer be redeemed. **(b) Personalized Cash Card.** Lost or stolen Personalized Cash Card shall be immediately reported in writing by the Purchaser to BDO, subject to submission of proof of loss/theft such as without limitation, a duly executed Declaration of Loss, proof of card ownership such as with limitation, valid ID, and such other requirements as may be prescribed by BDO. Forthwith, BDO will, on a best effort basis, try to prevent transactions from coming in, but any loss arising from the use of the Personalized Cash Card reported to have been lost/stolen shall be for the sole account of the Purchaser/Recipient. Upon compliance with the requirements of BDO as determined by the latter, and provided that the lost/stolen Personalized Cash Card is not expired at the time it was reported lost/stolen, a new Cash Card will be issued to the Purchaser and any outstanding balance of the lost/stolen Personalized Cash Card may be transferred to the new Cash Card Number after deducting any fee/s which may be due to BDO. For purposes of this paragraph 10, the Purchaser and not the Recipient , shall be deemed to be the lawful owner of the lost/stolen Cash Card, and BDO shall not entertain any report of loss/theft made by the Recipient on his/her own behalf.

11. **DAMAGE/DEFECTIVE CASH CARD** - BDO shall replace damaged Cash Card (previously used) or defective Cash Card (never used), subject to surrender of the damage/defective Cash Card, provided that the damaged/defective Cash Card is not expired at the time of surrender. BDO shall issue a replacement Cash Card with value equal to the remaining balance of the damaged/defective Cash Card after deducting any fee/s which may be due to BDO. Replacement of damaged Cash Card shall be subject to replacement cost to Purchaser/Recipient, while replacement of defective Cash Card shall be at no cost to Purchaser/Recipient.

12. **AMENDMENT** - BDO reserves the right to amend this Purchase Agreement and any such amendment shall be binding upon the Purchaser/Recipient upon notice (by publication or otherwise) or on the date of effectivity as specified in the notice whichever occurs earlier, unless BDO receives a written notice of termination from the Purchaser/Recipient within seven (7) days from notice of such amendment. Failure of the Purchaser/Recipient to comply with the notice of termination requirement shall be deemed an acceptance of the amendment.

13. **LIMITATION OF LIABILITY** - Without prejudice to the provisions of Section 6 & Section 14 thereof, the Purchaser/Recipient agrees the BDO's liability for any loss or damage that Purchaser/Recipient may incur under this Purchase Agreement or from the use of the Cash Card shall in no case exceed the amount of P 10,000.00. Any claim or complaint relative to any Cash Card transaction under the provision of this paragraph, must be represented within ten (10) days from the date of such transaction, otherwise, it shall be deemed irrevocably waived.

14. **NON-LIABILITY** - BDO shall not be liable for any loss or damage of whatever nature in connection with transactions involving the Purchaser's/Recipient's use of the Cash Card, in any of the following instances: (i) disruption, failure or delay relating to or in connection with Cash Card transactions due to circumstances beyond the control of BDO, fortuitous events such as, but not limited to prolonged power outages, breakdown in computers and communication facilities, typhoons, floods, public disturbances and calamities and other similar or related cases; (ii) loss or damage which the Purchaser/Recipient may suffer or has suffered arising out of any fraudulent or unauthorized utilization of Cash Card due to theft or unauthorized disclosure of PIN/MPIN or violation of other security measures with or without the Purchaser's/Recipient's participation; (iii) Inaccurate, incomplete or delayed information received due to disruption or failure of any communication facilities used for the Cash Card. Further, BDO shall not be liable for any indirect, incidental, or consequential loss, loss of profit or damage that the Purchaser/Recipient may suffer by reason of the use or failure or inability to use the Cash Card under the terms of this Agreement.

15. **AGREEMENT TO TERMS AND CONDITIONS** - This Agreement shall be subject to existing policies and procedures of BDO relative to Cash Card which are deemed incorporated herein by way of reference, and as may be amended or supplemented from time to time, in so far as the same are not consistent with the terms of this Agreement. The Purchaser hereby agrees that his/her signature on the front side hereof, constitutes the Purchaser's understanding of and agreement to the terms and conditions of this Purchase Agreement as well as the corresponding risks that entail the use of Cash Card. Further, the Purchaser shall be solely responsible in advising the Recipient of the terms and conditions hereof and in ensuring that the Recipient fully understands and agrees thereto. The Purchaser hereby warrants that the Recipient will/has agreed to the terms and conditions hereof.

16. **CASH CARD PAYROLL SERVICE** - If the Purchaser/Recipient is an Enrolled Employee under the BDO Cash Card Payroll Service, for as long as he/she is enrolled as such, the Purchaser/Recipient agrees to be bound by the terms and conditions of the existing Cash Card Payroll Agreement between BDO and his/her Employer, in so far as may be applicable. In case of

conflict between the provisions of this Purchase Agreement and the Cash Card Payroll Agreement, the latter shall prevail.

17. **BINDING EFFECT** - This Purchase Agreement shall be binding upon BDO, the Purchaser, the Recipient and their respective successors-in-interest and assigns.

18. **COMPLIANCE WITH EXISTING LAWS** - The Purchaser/Recipient hereby warrants that his/her use of the Cash Card, specifically, the transfer and/or receipt of funds thru the use of the Cash Card, does not and will not violate the applicable provisions of the Anti-Money Laundering Law /its amendment, and other pertinent laws, government rules or regulations. The Purchaser/Recipient hereby renders BDO free and harmless from any liability whatsoever which may arise from the Purchaser's/Recipient's violation of said law/s/government rules or regulations.