

# BDO Pay Terms and Conditions of Use

The following terms and conditions of use ("BDO Pay Terms") shall apply to Client's use and availment of the BDO Pay Services offered by BDO Unibank, Inc. By downloading and launching the BDO Pay Application and/or using the BDO Pay Services, Client hereby agrees to be bound by these BDO Pay Terms , BDO Online Terms (<https://www.bdo.com.ph/sites/default/files/pdf/BDO-Online-Terms-and-Conditions.pdf>) and BDO's Privacy Statement (<https://www.bdo.com.ph/privacy-statement>):

## 1. Definition of Terms

As used herein, unless otherwise specified:

- A. "BDO" shall mean BDO Unibank, Inc., its successors-in-interest and assigns.
- B. "BDO Pay Account/s" shall mean Client's Deposit Account/s and/or Other Account/s registered for use in BDO Pay.
- C. "BDO Pay Service" or "BDO Pay" shall refer to services of BDO which allow a Client to perform any or all of the following:
  - i. transfer funds from and request for funds to be credited to the Deposit Account/s registered for use in BDO Pay;
  - ii. pay Client's purchase of products or avail of services from accredited merchants through the BDO Pay Account/s via QR Code transaction or online transaction; and
  - iii. such other functionalities for BDO Pay as BDO may implement.
- D. "BDO Pay Application" shall refer to the application installed in the Mobile Device whereby Client may access and/or use BDO Pay via the Mobile Device.
- E. "Client" shall mean the owner of the Deposit Account/s and/or Other Accounts who is using the BDO Pay Application.
- F. "Deposit Account/s" shall mean Client's BDO Current Account and/or Savings Account
- G. "Mobile Device" shall mean any portable computer; such as but not limited to smart phones and tablet computers, used by Client to access the BDO Pay Application.
- H. "Other Account/s" shall mean Client's BDO Credit Card, BDO Cash Card, BDO Pay Card, BDO Rewards Card and other types of accounts maintained with BDO.
- I. "Third Party Licensor(s)" shall mean third parties engaged by BDO to grant license necessary for the BDO Pay Application to be utilized or related to the provision of the BDO Pay to Client. Such grant of license (or licenses) shall be subject to Section 2 below.

## 2. Grant of License and Applicability of BDO Pay Terms

The BDO Pay Terms shall be in addition to the Terms and Conditions Governing Deposit Accounts, the BDO Credit Cards Terms and Conditions, the BDO Cash Card Terms and Conditions, the BDO Pay Card Terms and Conditions, the BDO Rewards Card Terms and Conditions, the BDO Online Banking Terms and Conditions and/or terms and conditions relating to BDO product or service availed of by Client, as the case may be, unless otherwise specifically stated herein. In case of conflict between the BDO Pay Terms and the latter terms and conditions with regard to matters specific to the use of the BDO Pay Application, the BDO Pay Terms shall prevail.

Client acknowledges that Client is only granted a non-exclusive, non-sublicensable, nontransferable, personal, limited license to install and use the BDO Pay Application only on a Mobile Device that he/she owns or controls, solely for his/her personal use and in accordance with the terms of this BDO Pay Terms. Client further acknowledges that BDO may have engaged the services of a Third Party Licensor for the creation and maintenance of the BDO Pay Application. Client agrees and warrants the following:

- A. Client understands that the grant of license to use the BDO Pay Application under the BDO Pay Terms may be revoked at any time at the sole discretion of BDO.
- B. Client will not decompile or reverse engineer the BDO Pay Application. All rights not expressly granted to Client under this BDO Pay Terms are specifically reserved by BDO.
- C. Client agrees that the BDO Pay Terms is an agreement between Client and BDO. Third Party Licensor is not a party to the BDO Pay Terms and does not own and shall not be responsible to Client for the BDO Pay Application, including but not limited to (i) any warranties and/or support obligations related to the BDO Pay Application or BDO Pay, if any, and/or (ii) claim arising from the use thereof.
- D. Notwithstanding the immediately preceding paragraph, Client agrees that the Third Party Licensors are third party beneficiaries to this BDO Pay Terms and that, upon Client's acceptance of these BDO Pay Terms, any and all Third Party Licensors will have the right to enforce this BDO Pay Terms against Client as a third party beneficiary thereof.
- E. Client
  - i. is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country;
  - ii. and is not listed on any U.S. Government list of prohibited or restricted parties.
- F. Client will protect all the trademarks and service marks of BDO and its Third Party Licensors associated with the use BDO Pay Application or the provision of the BDO Pay.

### 3. General Rules Governing the Use of BDO Pay

Client hereby agrees to be bound by the following general rules governing the use of the BDO Pay:

- A. In order to use and/or avail of BDO Pay, Client must download the BDO Pay Application and enroll to BDO Pay using their BDO Online username and password
- B. Only Clients enrolled in BDO Online will be able to gain full access and usage to BDO Pay.
- C. The BDO Pay Application will be made available to Clients for free, unless otherwise determined by BDO. Provided, however, nothing herein shall restrict or prohibit BDO from imposing fees specific to the BDO Pay Account/s used to perform a BDO Pay transaction, which are shown in the review/confirmation screens of the transactions.
- D. The Client may also view their transaction history on the BDO Pay application by tapping on the BDO Pay Account/s card on the dashboard.
- E. BDO may, at its sole options with notice to Client, suspend the BDO Pay registration/access of Client if the BDO Pay Application has not been used by Client to complete a financial transaction for at least six (6) consecutive months.
- F. BDO may, at any time, and for any reason whatsoever, upon notice to Client, terminate or suspend Client's access to BDO Pay, or to any or all of the functionalities thereof. Likewise, Client shall remain accountable for all the transactions made using the BDO Pay Account/s prior to confirmation of the termination/cancellation request. In addition, access to/use of the BDO Pay Application may be terminated or suspended by BDO without BDO incurring any liability as a consequence thereof: (1) for any maintenance or repair work; due to any breakdown in the hardware / software for BDO Pay, or any emergency or security reasons; or (2) if BDO has reason to believe that the BDO Pay Application is or has been utilized to perpetrate fraudulent or unlawful acts; or (3) for Client's violation of the BDO Pay Terms; or (4) on account of death, legal incapacity, bankruptcy or insolvency of Client; or (5) on other grounds for termination or suspension of service as set out in the BDO Online Terms and Conditions, or the terms and conditions governing the BDO Pay Account/s; or (6) other analogous ground/s exist as determined by BDO. Furthermore, termination or suspension of Client's enrollment in BDO Online shall result in automatic termination or suspension of Client's access to and use of the BDO Pay. Reactivation of Client's access and use of BDO Pay shall be subject to BDO's re-activation process.
- G. The services offered through the BDO Pay Application will be automatically terminated if all the BDO Pay Account/s are closed, suspended, or expired.
- H. A reference number will be automatically generated by the BDO Pay system for every successful financial transaction done via the BDO Pay Application which shall be sent to the enrolled mobile number or email address of Client for records purposes. Details of the transactions will be recorded in the BDO Pay system and the same will be regarded as conclusive proof of the validity and authenticity of the transactions made.
- I. Any and all services, features and enhancements of the BDO Pay Application that require user consent and subscription shall be confirmed through e-mail, push notifications, or alerts sent to Client. These e-mails, push notifications and alerts shall inform Client of the specific service, feature or enhancement which Client has subscribed to and the exact duration of the subscription. Once a specific service, feature or enhancement has expired, another e-mail, push notification, and alert shall be sent to Client informing Client of the expiration of the stated subscribed service, feature and enhancement.
- J. When the Client shares their address/contact book, this information may be stored by the Third Party Licensor to allow users to determine who they can Send Money, Request Money and Split Bills to/from using the contact's mobile number.
- K. The Client has full responsibility over the security of his/her Mobile Device/s, SIM card and confidentiality of his/her Username and password/s. All transactions made through said Mobile Device/s/SIM card using the registered Username and password/s through BDO Pay, whether, valid or fraudulent, authorized or unauthorized, shall be for the account of Client.

- L. Client gives BDO a continuing authority to send Client messages via SMS, email, and other means of communication, relating to marketing and promotional activities including awareness campaigns for BDO products and services, greetings, and other related messages BDO may deem as informative material from time to time.
- M. Clients can opt out of the marketing and promotional activities by contacting the BDO CCCenter through the methods indicated in Section 7.

#### For Clients enrolled in BDO Online

- N. Generally, the Username and password which Client uses for BDO Online will also be used to log on and/or access the BDO Pay Application, unless a different or additional login and access process is implemented by BDO.
- O. Client understands that the BDO Pay Application only processes transactional related activities and changes in BDO Pay settings. Any actions requiring changes in Client profile and other accounts information, including enrollment of Client's CASA, Client's Cash Card, Client's mobile number, and prepaid mobile reload shall be done using BDO Online Banking, unless otherwise advised by BDO.
- P. Entering the wrong BDO Online Username and/or password for three successive (3) tries will block Client's BDO Pay access. In order to regain access, the Client will need to:
  - i. reset own password via "forgot your password" link in the BDO Pay Application or
  - ii. re-activate the access through password reset via BDO Customer Contact Center ("CCCenter") subject to proper identification procedures of BDO.
- Q. In case Client fails to provide the correct OTP and answer the challenge question (3) three successive times, Client's BDO Pay Account/s will be blocked, and Client will have to contact the BDO CCCenter.

#### Lost Mobile Device

- R. In the event Client loses his Mobile Device / SIM, it is Client's sole responsibility to reset his password through BDO Online to avoid any unauthorized use of Client's Accounts. In the case that Client, doesn't have a BDO Online account or cannot access their account due to the lost SIM, Client should inform the BDO Customer Contact Center for account blocking, which will be completed after proper customer identification. Client shall remain accountable for all the transactions made using the BDO Pay Account/s prior to resetting of password or reporting for account blocking, as the case may be.
- S. For Clients with BDO Online account, it shall be Client's sole responsibility to unsubscribe any lost or compromised Mobile Device / SIM using the Electronic Banking Enrollment Services feature.

#### 4. Disclaimer

In the event that BDO is found liable for any act or omission in connection with BDO Pay App, BDO's liability will be limited to Client's actual proven damages or loss incurred, subject to results of BDO's internal investigation. BDO shall not be liable for any special, consequential or indirect damage suffered

by Customer from the use of the App and/or transactions on his/her Account even if BDO has been advised of the possibility thereof.

BDO shall not incur liability in any of these cases:

- A. BDO is unable to receive or execute any of the requests from Client due to reasons beyond the control of BDO;
- B. There is loss of information during processing or transmission or any unauthorized access by any other person or breach of confidentiality due to reasons beyond the control of BDO;
- C. There is a loss of any kind, whether direct or indirect, incurred by Client or any other person due to any failure or lapse in the BDO Pay Application;
- D. Any loss, cost, or damages suffered by Client or any third person as a result of, or caused by any delay in transfer, non-transfer of funds and/or debiting and/or crediting of funds carried out by BDO, and/or default on the part of BDO in performing the BDO Pay due wholly or in part, to defects, delays, malfunctions, interruptions, failures, or breach of security in BDO's computer system, and/or causes beyond the control of BDO;
- E. There is a lapse or failure on the part of the service providers or any third party supporting the BDO Pay Application, which includes but not limited to Third Party Licensors. BDO does not make any warranty as to the quality of the service provided by any provider in connection with the BDO Pay Application;
- F. There is a failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the Mobile Device of Client and the network of any service provider and BDO's system;
- G. There is a breakdown, interruption, suspension or failure of the Mobile Device of Client, BDO's system or the network of any service provider and/or any third party who provides such services which causes a delay or failure to provide the BDO Pay;
- H. BDO Pay Application is not compatible with/does not work on the Mobile Device or SIM of Client;
- I. Claims that resulted from breach or failure of Client to perform any obligation and/or warranties covered by the BDO Pay Terms and/or separate agreements with Third Party Licensors, regardless whether such breach or failure is done willfully or not or merely by negligence or lack of knowledge;
- J. Any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings, goodwill, or loss of use or value of any equipment including software, whether foreseeable or not, suffered by Client or any person from or relating to any delay, interruption, suspension, resolution, or error in receiving and processing the request and in formulating and returning responses.
- K. There is a loss or claim of any kind, including but not limited to loss of data or information arising from any unauthorized, unlawful, or fraudulent access to or use by any third party of the Mobile Device of Client, which includes hacking, or when the Mobile Device has been subjected to tampering, or is non-compliant with the standards of the manufacturer, such as but not limited to cases of "jailbreaking", "rooting", "unlocking", use of outdated or unlicensed software systems, or other similar activities.

## 5. Indemnity

In consideration of BDO providing BDO Pay to Client, Client agrees to indemnify and hold BDO, its directors, officers, employees and assigns, free and harmless against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses which BDO, Client or any third party may at any

time incur, sustain, suffer or be put to, as a consequence of or arising out of or in connection with the following: (a) Client's use of the BDO Pay Application, (b) any unauthorized, unlawful, or fraudulent access to or use by any third party of the BDO Pay Application; (c) from breach of confidentiality or security of Client's Username, password, Mobile Device, and SIM; (d) from any unauthorized, unlawful or fraudulent transactions made via the BDO Pay Application, and/or (e) from any harmful or malicious third party application/s installed or downloaded, whether advertently or inadvertently, on Client's Mobile Device.

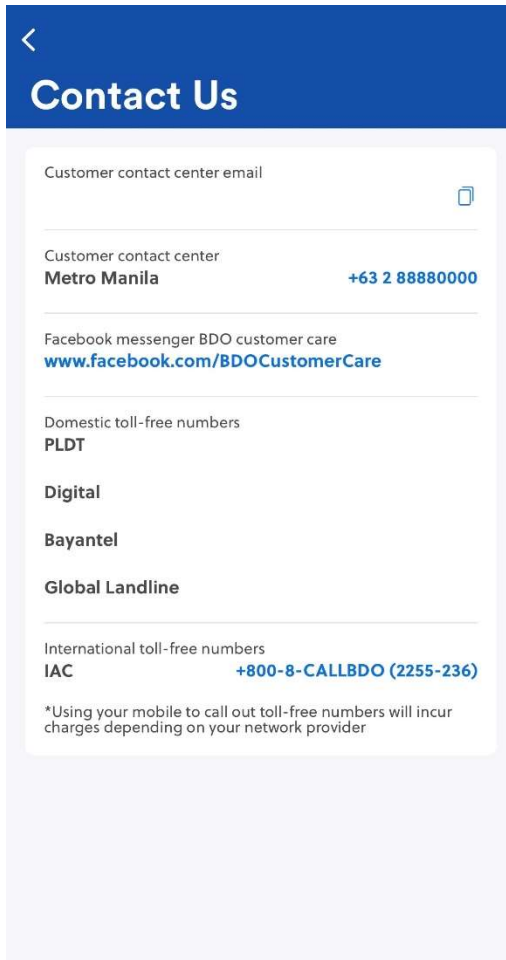
## 6. Disputes of Unauthorized Transactions

Transactions are authorized when a validated sales slip is generated from the Point Of Sale terminal or BDO Pay merchant application, or Client is authenticated and logged-in to the BDO Pay Application; this shall be sufficient evidence that any and all activity has been made and validated, and cannot be disputed by Client. The details in the notification/SMS/email confirmation message after every transaction and/or the entries in the Statement of Account/Transaction History issued for Client's BDO Pay Account are conclusively presumed true and correct unless Client notifies BDO in writing of any dispute thereon within thirty (30) days from the date of transaction. Disputed transactions shall only be credited back to Client's BDO Pay Account once the claim/dispute has been properly processed, investigated, and proven to be in favor of Client. Client shall pay a corresponding processing fee for each sales slip retrieved upon the request of Client or by BDO arising from an invalid dispute.

## 7. Other Provisions

BDO reserves the right to amend or modify the BDO Pay Terms at any time by posting on BDO's website or sending the revised BDO Pay Terms through the inbox feature of the BDO Pay Application and the revised BDO Pay Terms shall be effective upon sixty (60) days prior public notice. The continued use by Client of the BDO Pay Application after the effectivity of the revised BDO Pay Terms will constitute acceptance of the revised and/or modified BDO Pay Terms.

Any inquiries or complaints relating to the use of the BDO Pay Application, including those pertaining to intellectual property rights, must be directed to BDO CCC at the contact details indicated at BDO's official website at [www.bdo.com.ph](http://www.bdo.com.ph) or through More > Contact Us on the BDO Pay application:



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v1.3.3 (December 3, 2024)