

By activating and/or using the Chinabank Debit Card issued by China Banking Corporation (CBC), the Cardholder(s) bind themselves to the following Terms and Conditions Governing the Issuance and Use of Chinabank Debit Cards and acknowledge that they fully understand the attendant risks associated with the use of the Chinabank Debit Card. These Terms and Conditions are to be read in conjunction with the General Terms and Conditions of CBC in force from time to time:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. **Definitions.** Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the General Terms and Conditions of CBC. The following terms shall have the meanings set forth below:

“**Agreement**” means, unless the context requires otherwise, these Terms and Conditions Governing the Issuance and Use of Chinabank Debit Cards, and any amendments and/or supplements.

“**Business Day**” means a day other than Saturday, Sunday, and public non-working holidays.

“**Cardholder**” means a holder of a CBC CASA issued with a Debit Card/s.

“**CBC**”, “**Chinabank**”, and “**Bank**” refer to China Banking Corporation.

“**CASA**” means a Chinabank current/checking account and/or savings account which may be linked to a Debit Card.

“**Daily Aggregate Limits**” refers to certain limits set by Chinabank to mitigate fraud risk or accidental transactions made by the Cardholder and includes Daily Aggregate Purchase Limit (maximum total amount that a Cardholder is permitted to spend on purchases within a single calendar day using the Debit Card) and Cash Withdrawal Aggregate Limit (maximum total amount of cash that a Cardholder can withdraw from the Debit Card using Automated Teller Machine (ATM), over-the-counter or other methods within a single calendar day).

“**Debit Card**” refers to all Debit Cards issued by CBC. The Debit Card is the sole property of CBC. It is non-transferable and it will be honored by CBC’s affiliated merchants, subject to the Bank’s existing policies, rules, and regulations as the same may be amended or supplemented from time to time.

“**Debit Card Account**” means the Cardholder’s Debit Card Account(s) linked to a Debit Card(s).

“**PIN**” means the Personal Identification Number assigned to or nominated by the Accountholder/Cardholder, which is required to authenticate transactions and authorize the use of the Debit Card at ATMs, point-of-sale terminals, and other electronic banking services.

- 1.2. **Headings and Interpretation.** Titles, headings and sub-headings of provisions in this Agreement are used for convenience of reference only and do not limit or affect the interpretation of the provisions hereof.

2. THE DEBIT CARD

- 2.1. **Issuance of Debit Card.** The Cardholder unconditionally and absolutely authorizes CBC to issue, upgrade and/or downgrade, or convert at any time and at CBC’s discretion, any and/or all Debit Card(s) and Debit Card feature(s) in case the Cardholder is qualified/disqualified for membership, even without the written conformity of or notice to the Cardholder. The actual type of Debit Card for issuance shall be determined solely by CBC after evaluation. The signing, activation, and/or use of the Debit Card(s) by the Cardholder shall constitute conclusive proof of consent of the Cardholder to be bound by this Agreement. To the maximum extent permitted by law, the Cardholder agrees to hold CBC free and harmless from any and all liabilities in the exercise of the authority granted.

CBC may suspend, block, terminate, or cancel the Debit Card privileges at any time for any valid reason, such as in case of breach and non-compliance with this Agreement. Save as otherwise provided in this Agreement, the Cardholder will be notified within seven (7) business days from the date of suspension/cancellation/revocation.

- 2.2. **Ownership of the Card.** The Debit Card issued to the Cardholder is the sole property of CBC for the Cardholder’s exclusive use, and shall not be transferrable. The Cardholder agrees to return the Debit Card to CBC upon the latter’s request.

2.3. Delivery of Debit Card.

- a. **Delivery/Distribution Options.** The Cardholder shall receive their Debit Card (and, where applicable, the PIN Mailer) through any of the following methods, as determined solely by the Bank, based on the type of card issued:

- i. **In-Branch Collection:** The Cardholder may collect their Debit Card from the Bank’s official branch employees after submitting the required account opening form and upon the Bank’s notification of card availability.
- ii. **Delivery to Designated Address:** The Bank, or its authorized courier, may deliver the Debit Card to the Cardholder or their authorized representative at the delivery address provided by the Cardholder, or the address specified by the Cardholder upon opening of the CASA, or the latest mailing address of the Cardholder per the Bank’s records, or through other channels as the Bank may determine from time to time. The Cardholder agrees to hold the Bank free from any liability arising from the delivery process.
- iii. **Offsite Distribution:** For certain card types, such as the OKS Visa Debit Card intended for Overseas Filipino Workers (OFWs), the Bank may distribute the cards during official offsite events.

- b. **Bank’s Discretion; Limitation of Liability.** The Bank reserves the right to determine which delivery option will be available to the Cardholder based on the card type and operational considerations. Not all options may be offered to all clients. To the maximum extent permitted by law, the Cardholder releases the Bank from any liability for delays, losses, or issues arising from the delivery or distribution of the Debit Card.

- 2.4. **Debit Card Activation.** A Debit Card may be activated by any of the following means:

- i. Self-service activate via SMS;
- ii. Activation through the Contact Center; or
- iii. Activation at any Chinabank branch

CBC reserves the right to decline Debit Card activation request without any obligation to disclose the reason unless otherwise required by law or regulation. The Bank reserves the right to request for additional or updated information or documentation, if and when applicable, upon Cardholder’s request for activation through Customer Service 24/7 Hotline or Chinabank branches.

- 2.5. **PIN Nomination.** Upon activation of the Debit Card, the Cardholder agrees to nominate a PIN through any Chinabank ATM by entering thereon the system-generated one-time password (OTP) that may be provided to the Cardholder upon request via SMS. If applicable and subject to internal Bank policies, an initial PIN may be issued to the Cardholder upon request thereof from the branch of account. The initial PIN will allow the Cardholder to nominate a PIN using any Chinabank ATM.

The Cardholder acknowledges that they have sole access to their account(s) through the Debit Card. As such, the Cardholder agrees to prevent unauthorized access to the said account(s) through the Debit Card by safeguarding the relevant access information, including the PIN and system generated one-time password (OTP) for the Cardholder’s exclusive use by not letting anyone know of said access information, and by taking the necessary steps to prevent discovery thereof by any third person.

The Cardholder further agrees and undertakes to change their access information from time to time as the Cardholder deems necessary. The Cardholder agrees to immediately change their access information by filling out the proper forms through the branch of account, performing online password resets, or calling the Bank’s Customer Service 24/7 Hotline.

- 2.6. **Debit Card Acceptance.** The Debit Card will be accepted at accredited merchants only when properly signed and presented by the Cardholder whose name and signature are indicated on the Debit Card. Some merchants may require presentation of a valid identification card for proper identification and as an added security measure to prevent unauthorized use or fraud.

- 2.7. **Debit Card Validity and Replacement.** The Debit Card shall be valid from the date of issuance or renewal until the last day of the expiry month indicated on the card, unless earlier terminated by the Bank. The Debit Card cannot be used after its expiry date, or it has been blocked, cancelled, suspended, or terminated. Renewal of the Debit Card is at the sole discretion of CBC, which may also change the Debit Card number and/or expiry date when issuing a renewal or replacement. CBC shall not be responsible for any consequence arising from declined transactions, whether linked to the old Debit Card number or otherwise.

Cardholder’s request for the replacement of Debit Cards shall be acted upon by the Bank for any of the following reasons: (a) when the Debit Card is reported lost or stolen; (b) when the Debit Card is tampered or mutilated; or (c) when the Cardholder has a change of name (due to change in civil status or other reasons). The Bank reserves the right to initiate such replacement of Debit Card if the same is found to be defective. The Bank is authorized to charge the Cardholder the card processing fee for every replacement of the Debit Card, whether or not initiated by the Bank.

- 2.8. **Limits to Transactions.** The Cardholder agrees that the Debit Card will be subject to a set limit, either in the number of transactions or the transaction amount. The Bank may aggregate these transactions for a certain period.

3. USE OF THE DEBIT CARD

- 3.1. **Use of the Debit Card.** Use of the Debit Card is subject to this Agreement, as may be amended from time to time. The Debit Card shall be used solely for the payment of lawful goods and/or services. The Cardholder agrees that the Debit Card shall not be used in any prohibited or unlawful transactions under any applicable law.

The Debit Card shall be used only for lawful banking and other transactions allowed by CBC with respect to the Debit Card Account (e.g. ATM transactions, Point of

Sale [POS] debit/purchase transactions, payments at Online/Web Merchants). It may be used on CBC's and/or ATM Network Participants' ATMs, cash dispensers, POS terminal networks, payment page of Online/Web Merchants and/or other electronic devices.

The Cardholder agrees to sign the Debit Card immediately upon receipt thereof and to keep the Debit Card in a secure and safe place. CBC may cause the ATM to retain the Debit Card automatically or suspend any services at any time without prior notice to the Cardholder.

- 3.2. **CASA Linking.** The Debit Card may be linked to a single CASA (or multiple CASA, as may be notified by the Bank from time to time), provided that the linked account(s) is (are) of the same currency. The Cardholder agrees that the said linked account(s) will be automatically debited corresponding to the amount of their transaction or withdrawal with applicable fees and charges.
- 3.3. **Retention of Debit Card.** The Bank shall cause the retention of the Debit Card by the ATM for any of the following reasons: (a) when the Bank has terminated this Agreement with the Cardholder; (b) when the Debit Card has been reported lost or stolen; or (c) when the Debit Card is damaged. Captured Debit Cards shall no longer be returned to the Cardholder if (a), (b) or (c) occurs, but may be returned to the Cardholder in the event of ATM malfunction or system failure. Captured Debit Cards may be claimed at the branch of account or the branch that maintains the ATM.
- 3.4. **VISA-Accredited Merchants.** CBC has an agreement with Visa whereby the Debit Card shall be honored at all Visa-accredited merchants. However, the Cardholder shall not hold CBC liable if the Debit Card is not accepted, honored, or processed by any local or foreign merchant, banks, financial institution, or any person for any reason whatsoever, including due to the applicability of Daily Aggregate Limits, under the Debit Card Account. Furthermore, to the maximum extent permitted by law and/or except for instances of unauthorized/fraudulent and unsecured transactions, Cardholder agrees to hold CBC free and harmless from any and all claims from loss or damages in respect of any product or service purchased through the Debit Card, or any merchant benefits given to or availed by the Cardholder, or as a result of the failure of any accredited merchant or any acquiring bank, or of Visa to honor the Debit Card. For instances of disputed, unauthorized/fraudulent and/or unsecured transactions, the Bank may investigate and provide necessary assistance to the Cardholder.
- 3.5. **Contactless Payments.** The Cardholder may pay for transactions using contactless payment. A contactless payment allows the Cardholder to use the Debit Card to pay for purchases without handing over or swiping the Card. The Cardholder may simply tap the Card on the contactless terminal to pay. The Cardholder can use his Debit Card for any amount within his available Daily Aggregate Purchase Limit. The Cardholder will not be required to sign for transactions below specific price tiers; such transactions are deemed authorized by the Cardholder and the Cardholder's use of contactless payment shall be deemed as a waiver to dispute the validity of such transactions made via contactless payment due to the absence of a signature.
4. **PROHIBITED USE OF THE DEBIT CARD.** The Cardholder agrees not to use the Debit Card for the purchase of items/goods, whose importation into the Philippines are prohibited by BSP Circular No. 1389, as amended, and all other circulars, laws, rules, and regulations pertaining to importation. Likewise, the Cardholder agrees and warrants that the proceeds of any withdrawal abroad shall not be used for foreign investments or the payment of foreign loans or in violation of any existing foreign currency exchange rules and regulations. The Cardholder further warrants that the Debit Card Account shall not be used, nor the Debit Card obligations be settled, in violation of RA No. 9160 (the Anti-Money Laundering Act), as amended and as may be further amended from time to time, its Implementing Rules and Regulations and all other laws and regulations pertaining to money laundering, terrorist financing and proliferations financing (ML/TF/PF).
5. **LIABILITY OF CARDHOLDER.** The Cardholder shall be liable to pay all purchases, withdrawals, and all charges, whether made in the Philippines or abroad, including, but not limited to, fees and charges and taxes required by the government, made and imposed through the use of the Debit Card, without necessity of proof of a signed charge slip or other documents, until full payment thereof. Said obligation shall continue in case the Debit Card is renewed or reinstated by CBC, and despite the suspension or termination of the Debit Card. The Cardholder agrees that all purchases made using the Debit Card are conclusively presumed to have been personally made or authorized by the Cardholder.
6. **FOREIGN CURRENCY-DENOMINATED TRANSACTIONS.** For Philippine Peso-denominated Debit Cards issued, CBC shall automatically convert all charges, withdrawals, or amounts arising from transactions denominated in foreign currency to Philippine Peso using the foreign exchange buying/selling rate of the global payment network (e.g. Visa) on transaction posting date. These transactions will be subject to a Foreign Transaction Fee (as defined in Section 7.3) to cover Assessment Fee that may be charged by the global payment networks (e.g. Visa) plus service or processing fees.
7. **FEES AND CHARGES.** CBC shall provide the Cardholder with a table of fees and charges (including the fees and charges indicated below), which may be changed from time to time upon prior notice by the Bank. Notice may be done through the Bank's website, SOA message, electronic message, SMS, e-mail, and/or other communication channels that may be used by the Bank.
 - 7.1. **Debit Card Replacement Fee.** Card Replacement Fee shall be charged to the Cardholder to cover the costs of replacing the Debit Card(s) and disseminating information about the loss or theft.
 - 7.2. **Charge Slip Retrieval Fee.** This fee will be imposed for the retrieval of any copy of charge slip or sales invoice.
 - 7.3. **Foreign Transaction Fee.** For Philippine Peso-denominated Debit Cards, this fee will be imposed if the transaction is made in foreign currencies and/or with foreign merchants or executed in Philippine Peso but processed by foreign acquirers, whether online or via Point-of-Sale terminal, in the Philippines or abroad.
 - 7.4. **Other Fees and Charges.** The Cardholder agrees to pay other such fees and charges that are fixed and notified by CBC.
8. **DISCRETIONS.** Without prejudice to the other provisions hereof, CBC has the full discretion to (a) disapprove any proposed Debit Card transaction even if there is sufficient available CASA funds; (b) suspend, terminate, or cancel the Cardholder's right to use the Debit Card; (c) refuse to re-issue, renew, or replace the Debit Card, and/or (d) introduce, amend, vary, restrict, terminate, or withdraw the benefits, services, facilities, and privileges with respect to or in connection with the Debit Card Account, whether specifically relating to the Cardholder or generally to all or specific Cardholders, in case CBC detects any unusual, unlawful, suspicious or money mauling activity, or any social engineering scheme involving the Debit Card Account. CBC may exercise its discretion with notice and disclosure of the reason thereof, as may be required by relevant laws or regulations.

CBC shall not be responsible if it does not approve a purchase or any other Debit Card transaction, on the Debit Card Account of the Cardholder even if there is sufficient available CASA funds. Neither shall CBC be responsible if the merchant does not accept or honor the Debit Card, even if there is sufficient available CASA funds.

CBC may limit the number and/or amount of purchases, or other Debit Card transactions which may be approved in one day. If CBC detects any unusual, unlawful, suspicious or money mauling activity, or any social engineering scheme involving the Debit Card Account, CBC may require the Cardholder to contact CBC or temporarily suspend the Cardholder's Debit Card privileges until CBC has verified the activity. CBC may likewise approve purchases, or other Debit Card transactions, which, in the aggregate, cause the balance to exceed the CASA funds without waiving any of CBC's rights hereunder.
9. **FAIR TREATMENT.** No cancellation, suspension, termination, denial, or rejection by CBC of any application or Cardholder transaction, or any exercise of discretion by CBC under this Agreement shall be made on the basis of the Cardholder's race, age, financial capacity, ethnicity, origin, gender, disability, health condition, sexual orientation, religious affiliation, or political affiliation.
10. **PROMOTIONAL OFFERS.** On occasion, CBC may inform the Cardholder about the Bank's promotional offers through mail/e-mail/SMS, official social media pages, or by telephone. CBC may also allow the Bank and the Bank's offices, branches, subsidiaries and affiliates (Chinabank Insurance Brokers, Inc., China Bank Securities Corporation, China Bank Capital Corporation, China Bank Savings, Inc., and Manulife-China Bank Life Assurance Corporation, among others) (collectively, "Affiliates"), accredited third parties/vendors, or other persons or entities that the Bank may reasonably select to offer specially selected products and services to the Cardholder through mail/e-mail/SMS/telephone or other messaging channels. For this purpose, CBC may transfer and disclose selected customer information to its branches, Affiliates, accredited third parties/vendors, or other persons or entities that the Bank may reasonably select. Conformity to these conditions shall constitute the Cardholder's consent for any transfer and disclosure of information of the Cardholder's name, address, contact details and other relevant information to CBC branches and Affiliates, accredited third parties/vendors, or other persons or entities that the Bank may reasonably select for the purposes indicated above and under applicable laws and regulations.

In the event that the Cardholder does not want to receive promotional marketing offers, the Cardholder shall notify CBC in writing, which must be acknowledged by the Bank. The Cardholder acknowledges and understands that it may take a while to update the Bank's systems and records to reflect the request, during which time the Cardholder may continue to receive promotional marketing offers. However, CBC will continue to use the Cardholder's contact information to provide important and/or service-related information, such as but not limited to usual transaction notifications, updates on accounts or on the products and services availed from the Bank, system maintenance, availability of bank systems and services that may have impact on banking activities, changes to the terms and conditions, or for compliance to any legal or regulatory obligations.
11. **BLOCKED DEBIT CARD.** CBC reserves the right to automatically block the Debit Card if CBC has reason to believe that the Cardholder's Debit Card may have been acquired in a fraudulent/unlawful manner, used fraudulently/unlawfully or in violation of ML/TF/PF laws and regulations, or may be in the possession of an unauthorized party. CBC may, but does not have the obligation to, inform the Cardholder prior to suspending or blocking the Debit Card pursuant to this section. The Cardholder acknowledges CBC's authority to block the Debit Card, and Cardholder shall hold CBC free and harmless against any and all consequences of such suspension or blocking, or any loss or damage which the Cardholder may suffer as a result thereof to the maximum extent permitted by law.
12. **COMPLIANCE WITH AFASA.** CBC reserves the right to take any action in compliance with R.A. No. 12010, otherwise known as the Anti-Financial Account Scamming Act (AFASA), and its implementing rules and regulations, including to hold or refuse the processing of any transaction, freeze the account balance, require additional information and documents to validate any disputed transactions, report and coordinate with the BSP (and other regulators) on the final disposition of the Cardholder's transactions or account. CBC shall not be liable to the Cardholder for any loss or damage resulting from such actions.
13. **LOST OR STOLEN DEBIT CARD.** In the event of loss or theft of the Debit Card, the Cardholder must report the loss and request blocking of the Debit Card by either: (a) calling the Bank's Customer Service 24/7 Hotline; or (b) visiting any Chinabank branch. Prior to the notice to the Bank, all transactions generated by the use of the Debit Card shall be conclusively binding on the Cardholder. The Cardholder's liability for all purchases made through the use of the lost or stolen Card(s) will cease only upon recorded verbal notification to CBC.

A replacement Debit Card will be issued only after the Cardholder's submission of the prescribed Bank form and an Affidavit of Loss to the branch of account. The Bank may charge a fee for the replacement Debit Card. The replacement Card will have a new Debit Card number.

- 14. DISHONOR OF DEBIT CARD/DEFECTIVE PURCHASES.** The Cardholder agrees, to the maximum extent permitted by law, to hold CBC, its officers, and employees free and harmless from any liability arising from the failure of any accredited establishment, CBC, or third-party merchants, to honor the Debit Card or from the defect of or flaw in any merchandise or services purchased/obtained. The liability of the Cardholder to CBC is absolute and existence of any dispute with any accredited establishment shall not, in any manner, affect the Cardholder's outstanding obligations.
- 15. TAXES, FEES, AND EXPENSES.** Any and all taxes, fees, and expenses, which may be due or payable in connection with the Debit Card, is for the sole account of the Cardholder.
- 16. DISCLOSURE AND DATA PRIVACY CONSENT.** The Cardholder consents and agrees that CBC may acquire, process, retain, share, transfer, disclose, communicate and exchange any information, including personal data, relating to the Debit Card Accounts, or any of the Cardholder's properties or investment with CBC to persons other than the Cardholder as may be deemed necessary by CBC for approval of the Debit Card application and transactions, references, referrals, and for other purposes cited herein.

The Cardholder hereby consents and/or was authorized to give consent to the collection, retention, processing, use, distribution, storage, disclosure and disposal (as provided under applicable confidentiality and data privacy laws of the Philippines including all subsequent amendments or supplements thereto) of any personal, sensitive personal and privileged information relating to the Cardholder, the Partnership/Corporation/Juridical Entity and its officers, directors and stockholders, whether provided by the Cardholder or coming to CBC's possession, and sharing of the said personal, sensitive personal and privileged information to:

- CBC and its offices, branches, subsidiaries and affiliates (China Bank Insurance Brokers, Inc., China Bank Securities Corporation, China Bank Capital Corporation, China Bank Savings, Inc., China Bank Properties and Computer Center, Inc., and Manulife-China Bank Life Assurance Corporation, among others),
- Credit Information Corporation (CIC), credit reporting or credit reference agencies, credit protection provider, guarantee institutions, debt collection agencies, brokers, payment schemes, insurers and underwriters, and other financial institutions,
- Government agencies and private regulatory organizations, and
- Accredited third parties/vendors, or other persons or entities that CBC may reasonably select, personal information processors, other outsourced service providers, or tie-ups, whether within or outside the Philippines, engaged by CBC as allowed by law and internal Bank policies.

For purposes reasonably required by CBC such as, but not limited to:

- Its conduct of everyday business (processing Debit Card application and transactions, maintenance of account/s), or fulfillment of the transactions authorized by the Cardholder in connection with CBC's service and this Agreement,
- Performance of daily technological and operational functions,
- Communications technology services including updates and automation of the systems of CBC group and its affiliates,
- Compliance with the law and regulatory organizations, including reporting under the Foreign Account Tax Compliance Act (FATCA);
- Research and statistics including conduct of surveys,
- Marketing and cross-selling of products and services of CBC, its subsidiaries and affiliates,
- Client relationship management,
- Sales lead generation,
- Running credit and negative information checks,
- Statistical and risk analysis, data analytics, client profiling,
- Conduct of skiptracing, asset and property search and/or verification,
- Collection in the event of non-payment of the Cardholder's Debit Card obligations with CBC, and
- All other purposes as allowed in the banking industry practice, businesses of CBC's subsidiaries and affiliates, and by law.

The Cardholder consents and authorizes the Land Registration Authority, Register of Deeds, Land Transportation Offices, and other government agencies and instrumentalities to give, provide, share, and disclose any and all information and documents as may be necessary and required by the Bank and its authorized representatives, in connection with its conduct of skiptracing, asset and property search and/or verification.

The Cardholder shall notify CBC in writing, which must be acknowledged by CBC, if the Cardholder does not consent to the processing and disclosure of said information with CBC's representative offices, subsidiaries, affiliates, agents and accredited third parties/vendors or other persons or entities that CBC may reasonably select. The Bank further acknowledges the Cardholder's right to information, access, correction, rectification, erasure of personal, sensitive personal and privileged information, data portability, objection to processing, file complaint and damages under the Data Privacy Act.

The Cardholder agrees that CBC may retain Cardholder's personal and account information for as long as necessary for the fulfillment of the purpose for which it was collected and such other purposes that the Cardholder may have consented to from time to time, as required by pertinent laws and regulations, and provide information when required to do so in accordance with RA 1405, RA 6426, RA 8791, RA 9510, RA 9160, RA 10173, as amended, and other similar and applicable laws, by court order, and jurisprudence.

The Cardholder agrees that CBC shall not be liable for any loss or damage arising from CBC's disclosure of personal and account information for the above reasons.

If the Cardholder provides CBC with any personal information relating to a third party (e.g. reference information, etc.), Cardholder warrants to CBC that the Cardholder obtained the written/recorded consent of such third party to provide CBC with the third party's personal information for the relevant purposes and can, upon CBC's request, submit the same for inspection.

The Cardholder confirms that the information provided to CBC is true and correct. The Cardholder authorizes CBC and its affiliates/authorized agents to verify and investigate the information provided or any document/paper submitted in connection herewith as well as updates or corrections thereof, from whatever sources it may deem appropriate. The Cardholder or data subject understands that falsifying any information in the Debit Account application/transaction or any related documents is sufficient ground for legal action and/or for rejecting the application/transaction.

The Cardholder further authorizes CBC to conduct random verification with the Bureau of Internal Revenue (BIR) in order to establish the authenticity of the BIR Form 2316 filed, submitted, duly stamped, and received by the BIR, together with the supporting financial statements, as applicable, and such other documents required thereunder, and hereby waive the benefit of confidentiality of client information in relation to the said forms and financial statements (pursuant to Section 301 Grant of Loans and Other Credit Accommodation of the Bangko Sentral ng Pilipinas, Manual of Regulations for Banks).

The foregoing constitutes the Cardholder's consent for any such submission and disclosure of information relating to the Cardholder accounts for the purposes indicated above, and under applicable laws, rules and regulations. To the maximum extent permitted by law, the Cardholder agrees to hold CBC free and harmless from any liabilities that may arise from any such collection, processing, use, retention, sharing and disclosure of information relating to the Cardholder accounts, properties, or investments with CBC.

- 17. ASSIGNMENT AND WAIVER.** The Cardholder agrees and consents that CBC may assign, discount, or otherwise transfer part or all of the Cardholder's rights and/or obligations under any Debit Card transaction, including the assignment of receivables, together with any hold-out agreement, and other accessory contracts, to CBC's affiliates or subsidiaries or third persons upon notice to the Cardholder. In the event of such assignment, the Cardholder hereby irrevocably agrees not to assert against the assignee any set-off right that the Cardholder may have against CBC (in respect of any obligation which may be owed by CBC to the Cardholder).
- 18. CARDHOLDER INSTRUCTIONS.** The Cardholder authorizes CBC to rely upon and act in accordance with any notice, instruction, or other communication, which may, from time to time, or purport to be, given by telephone, mobile phone, SMS, e-mail, or other electronic means, by the Cardholder or on their behalf, which CBC believes, in good faith, to have been made by the Cardholder or upon their instructions or for their benefit. CBC, however, reserves the right to require the instructions to be contained or sent in a particular form or to have the instructions confirmed before it may decide thereon. CBC shall be entitled to treat the instructions as fully authorized by and binding upon the Cardholder and to take such steps in connection with or on reliance upon the instructions as CBC may consider appropriate. CBC and its representatives and assigns shall not be liable in the event that the Cardholder suffers any loss or damage as a result of personal information sent through such means upon what CBC believes to be the instructions of the Cardholder after utilizing its standard verification process.
- 19. CARDHOLDER UPDATE OF INFORMATION.** The Cardholder undertakes to notify or update CBC, through its Customer Service or by writing, including but not limited to SMS, e-mail and/or other electronic means, of any additional means of communicating to the Cardholder aside from what is disclosed in the Debit Card application, as well as any change in the Cardholder's information such as but not limited to address, home, office or billing address, e-mail address and telephone number.

The Cardholder, pursuant to the undertakings herein, authorize CBC, at its discretion but without obligation to do so, to secure information from third parties, and receive information on how the Cardholder can be contacted.

CBC reserves its right and the Cardholder authorizes CBC, at CBC's sole discretion but without any obligation to do so, to pursue all means of communication with the Cardholder, including without limitation, through phone calls, SMS, electronic mail, and other third-party inquiries, to establish contact with the Cardholder when necessary.

- 20. TELEPHONE COMMUNICATIONS.** The Cardholder agrees that by calling or accepting calls from CBC, its customer service, collection, or telesales agents, and/or accredited third-party service providers, CBC, its agents and/or accredited third-party service providers may, at their sole option and discretion, record all the telephone communications. The Cardholder, likewise, agrees that such taped or recorded communications may be used by CBC or any third-party service provider of the Bank, for any legitimate purpose, including as evidence in any proceeding, judicial or administrative. The Cardholder likewise agrees that such taped or recorded instructions may be used by CBC or its customer service, collection, or telesales agents or accredited third-party service providers against the Cardholder or any third party or replayed or communicated to any third party. The Cardholder hereby consents to the recording(s) in accordance with R.A. No. 4200, otherwise known as the Anti-Wire Tapping Act or any amendments thereto, or any similar law or regulation.
- 21. SMS COMMUNICATIONS.** The Cardholder agrees that SMS communications may be made available on all eligible Debit Card Accounts with CBC. The Cardholder understands that the SMS communications cannot be used on certain specified types of Debit Card Accounts; however, CBC will advise the Cardholder from time to time if such Debit Card Accounts become eligible, in which event they shall be classified as eligible Debit Card Accounts.

The Cardholder hereby agrees that CBC and/or its accredited third-party service providers may send or communicate through text messages or through SMS for specific and timely prompts, reminders, and notices from time-to-time concerning account information, internet security, and other matters relating to the Debit Card. The Cardholder

hereby acknowledges and accepts that each SMS may be sent to the Cardholder without being encrypted and may include the Cardholder's name and information pertaining to the Cardholder's Debit Card Account. It is the Cardholder's responsibility to ensure the security of their mobile phone and, to the maximum extent permitted by law, the Cardholder hereby holds CBC free and harmless against any and all liability, administrative, civil, or criminal, including but not limited to, those relating to any secrecy laws or regulations (if any), should any SMS be viewed or accessed by any person other than the Cardholder. The Cardholder agrees that CBC does not guarantee the timely delivery or accuracy of any SMS, which are purely for convenience, information, and notification purposes only. The Cardholder shall be fully responsible in monitoring the due performance and compliance of their obligations.

22. **ELECTRONIC NOTIFICATION.** Notifications sent by CBC and/or its accredited third-party service providers to the Cardholder through mobile phones, e-mail, or other electronic means (except SMS/text messaging, which has been covered by preceding Section) using the number and address on record shall be deemed to have been sent to the Cardholder themselves. As such and to the maximum extent permitted by law, the Cardholder hereby declares CBC and/or its accredited third-party service providers free and harmless from any liability if the information contained in the electronic notification is, by any means, accessed by any person other than the Cardholder.
23. **REPORTING OF UNAUTHORIZED TRANSACTION.** The Cardholder agrees to immediately report any unauthorized/fraudulent transaction on or using the Debit Card by calling CBC's Customer Service 24/7 Hotline for proper assistance to block and/or replace the Debit Card. Reporting through other channels that lack real-time assistance is strongly discouraged as this may expose the Debit Card to further unauthorized/fraudulent use. CBC may require the Cardholder to verify and/or validate among others, the disputed transaction for the Cardholder's security and protection, and the Cardholder agrees and undertakes to cooperate, coordinate, and/or immediately act upon CBC's instruction.
24. **SUSPENSION, CANCELLATION AND WITHDRAWAL OR TERMINATION.**
 - 24.1. **Suspension, Cancellation and Withdrawal or Termination of Debit Card by CBC.** CBC may at its full discretion and with notice to the Cardholder, suspend, cancel and withdraw or terminate any Debit Card issued and/or privileges at any time for whatever reason including without limitation the Cardholder's default, non-payment, financial incapacity, change in personal and/or economic circumstance, residency status, or country or territory of stay, failure to provide additional documents requested by CBC, misrepresentation or fraud by the Cardholder. In such cases, any outstanding obligations as of the time of the suspension, cancellation, withdrawal or termination shall be considered immediately due and demandable without need of notice to the Cardholder. CBC, at its sole discretion, may initiate collection from the Cardholder of the closing balance of all unposted obligations in full and/or refer collection to a third party. To the maximum extent permitted by law, the Cardholder agrees to hold CBC free and harmless from any claim of damages arising from such termination, withdrawal or suspension. Continued use of the Debit Card after suspension, cancellation and withdrawal or termination is deemed fraudulent. CBC reserves the right, at its sole and full discretion, to restore the Debit Card and/or its privileges, whether or not the circumstances giving rise to the suspension, cancellation and withdrawal or termination have ceased or have been rectified.
 - 24.2. **Suspend, Withdrawal, Freezing, Cancellation or Termination of CASA Account by CBC.** CBC may at its full discretion and with/without notice to the Account holder, hold, suspend, cancel and freeze or terminate any CASA linked to or with a Debit Card issued to them at any time for whatever reason including without limitation the Account holder's default, non-payment, financial incapacity, change in personal and/or economic circumstance, residency status, or country or territory of stay, failure to provide additional documents requested by CBC, misrepresentation or fraud by the Account holder. In such cases, any outstanding obligations as of the time of the suspension, cancellation, freezing or termination of the CASA account shall be considered immediately due and demandable without need of notice to the Account holder. CBC, at its sole discretion, may initiate collection from the Account holder of the closing balance of all unposted obligations in full and/or refer collection to a third party. To the maximum extent permitted by law, the Account holder agrees to hold CBC free and harmless from any claim of damages arising from such termination, withdrawal, freezing or suspension of their account. Continued use of the CASA Account and Debit Card after suspension, cancellation, freezing or termination is deemed fraudulent. CBC reserves the right, at its sole and full discretion, to restore the CASA Account and Debit Card and/or its privileges, whether or not the circumstances giving rise to the suspension, cancellation and withdrawal or termination have ceased or have been rectified.
 - 24.3. **Termination by Cardholder.** Termination shall be processed only upon notification by the Cardholder through telephone, e-mail, or other means of communication of their intention to terminate their Debit Card account (or any Debit Cards under it), or their membership, upon full settlement of their Debit Card Account including all enrolled bills. Cancellation of all the Cardholder's enrolled bills with the corresponding merchants is the sole responsibility of the Cardholder.
25. **FOR U.S. PERSONS AND THOSE WITH U.S. PERSON INDICATORS.** The Cardholder agrees that CBC may block any payment or transaction on their account that will result in CBC, any of its affiliates or its/their third-party service provider, or any Payment Infrastructure provider being in breach of any requirement under the Foreign Account Tax Compliance Act (FATCA). Moreover, the Cardholder agrees that the Bank, any of its affiliate, or its/their third party service provider may withhold or deduct an amount for any applicable tax (withholding, income, value-added, or tax on the sale or disposition of property), duties, or other lawfully collected amounts which are required to be withheld or deducted to comply with any law or regulation of any domestic or foreign jurisdiction, or any agreement entered into with or between any governmental authority(ies) from any payment to/from its/her account or any account.
26. **REVISION OF TERMS AND CONDITIONS.** Upon written or electronic notification to the Cardholder, via SOA, publication in CBC's website or separate correspondence in accordance with various modes of communication set forth in this Agreement, CBC may, at any time and for whatever reason it may deem proper, amend, revise or modify this Agreement, and such amendments shall bind the Cardholder unless they object thereto by manifesting their intention to terminate this Agreement subject to the conditions set forth in Section 24.3 (Termination by Cardholder).
27. **LIMITATION OF LIABILITY.** In any action arising from this Agreement or incidental thereto, which the Cardholder or any party on their behalf may file against CBC, and to the maximum extent permitted by law, CBC's liability shall not exceed the amount of PESOS: One Thousand (Php1,000.00) or Twenty US Dollars (USD20.00) (as applicable) or the actual damages proven, whichever is lower.
28. **DOCUMENTARY REQUIREMENTS.** The Cardholder shall provide CBC with copies of additional or updated documents that CBC may reasonably require from time to time including but not limited to Cardholder's latest Income Tax Return (ITRs) and/or BIR Form.
29. **AGREEMENT TO BE BOUND BY APPLICABLE AND RELEVANT LAWS.** The Cardholder unconditionally agrees to be bound by any and all applicable laws, rules, regulations, and official issuances now existing or which may hereinafter be enacted, issued, and enforced as well as the Terms and Conditions governing the use of the other facilities, benefits, or services which may from time to time be made available by CBC to the Cardholder in connection with the Debit Card.
30. **DEPOSIT INSURANCE.** The Cardholder acknowledges that the Debit Card Account is a deposit account. Deposits are insured by Philippine Deposit Insurance Corporation (PDIC) up to P1 Million per depositor.
31. **GOVERNING LAW.** This Agreement is governed by and shall be construed in accordance with the laws of the Republic of the Philippines.
32. **VENUE OF ACTIONS.** The Principal Cardholder irrevocably agrees that the venue of all legal action, suits or proceeding directly or indirectly arising from this Agreement or from the relationship between CBC and the Cardholder shall be limited to the proper Courts of Makati City. The foregoing, however, shall not limit the right of CBC to commence proceedings or to obtain execution of judgment against Cardholder in any venue or jurisdiction where assets of the Cardholder may be found.
33. **WAIVER OF BREACH OF CONTRACT.** No waiver of a breach or violation of any Term or Condition hereof shall constitute a waiver of any subsequent breach or violation of the same or any other Term or Condition. Failure to take advantage of or to exercise any right granted hereunder shall not constitute a waiver of said right, nor shall it be construed to excuse or absolve the Principal Cardholder from complying with or fulfilling the same.
34. **BINDING EFFECT.** This Agreement shall bind the parties, their heirs, executors, and administrators, as well as their successors and assigns.
35. **SEPARABILITY CLAUSE.** Should any of the Terms and Conditions or any part or clause of this Agreement be declared void, illegal or unenforceable by competent authority, the same shall not invalidate the other Terms and Conditions, parts or clauses of this Agreement which shall remain in full force and effect.
36. **ACCEPTANCE.** All the Terms and Conditions herein stated, including the separate terms and conditions for Balance Transfer, and all other Debit Card program(s), Schedule of CBC Debit Card Fees and Charges, and any amendments thereto, have been read, fully understood, and agreed upon in its entirety by the Cardholder as evidenced by the Cardholder's signature either on the application form, acknowledgement receipt, or the physical Debit Card, and/or other forms of documents evidencing charges to the Debit Card, or when the Cardholder retains, activates, or uses the Debit Card.
37. **CUSTOMER SERVICE/FILING OF A FINANCIAL CONSUMER COMPLAINT.** For inquiries, requests, and complaints, Cardholders may contact CBC's Customer Service 24/7 Hotline or e-mail online@chinabank.ph.

The Cardholder shall provide their card number, updated mobile number, and email address, and relevant details of their inquiry, request or complaint. In disputing a transaction, the Cardholder is required to accomplish a dispute form, a copy of which is available at CBC's website.

Upon receipt thereof, Chinabank shall conduct a comprehensive investigation in accordance with its established procedures and the Cardholder shall be notified of its findings, if applicable, which findings shall be final and conclusive. A Cardholder who is not satisfied with the resolution of their complaint may appeal for a reinvestigation and/or utilize any available remedies provided under the BSP Consumer Assistance Mechanism or other recourse under the law or regulations.

Chinabank is regulated by the Bangko Sentral ng Pilipinas, with contact number, +632 8708-7087 and e-mail address, consumeraffairs@bsp.gov.ph. BSP Online Buddy (BOB) may be accessed via BSP Webchat (<http://www.bsp.gov.ph/>), SMS (021582277 for Globe subscribers only), and Facebook (<https://www.facebook.com/BangkoSentralngPilipinas/>). Chinabank Customer Service 24/7 Hotline at +632 888-55-888 or domestic toll-free number 1-800-1888-5888 (PLDT).