

Terms and Conditions for Secure Digital Card Payments Using Chinabank Cards

These T&Cs for Secure Digital Card Payments Using Chinabank Cards (“T&Cs”) supplement the Terms and Conditions Governing the Issuance and Use of Chinabank Credit Cards and Terms and Conditions Governing the Issuance and Use of Chinabank Debit Cards (collectively “Card T&Cs”). These T&Cs shall be read and construed together with the Card T&Cs and other applicable rules, guidelines, or policies governing the use of credit and debit cards issued by China Banking Corporation.

In the event of any inconsistency or conflict between these T&Cs and the Card T&Cs, these T&Cs shall prevail, but only to the extent of such inconsistency or conflict.

By registering your Chinabank Card on My CBC App or adding it to any e-Wallet as a Digital Card, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions, including the applicable Terms and Conditions governing the use of Digital Cards and e-Wallet services.

1. Definitions and Interpretations

1.1 Certain Defined Terms. As used herein, the following terms shall have the following meaning/s:

“Bank” refers to China Banking Corporation.

“Chinabank Cards” means the credit or debit Cards issued by the Bank in plastic or physical form.

“Digital Card” refers to a Chinabank Card with tokenized card credentials that are securely stored and used for e-Commerce transactions and third-party e-Wallets.

“Digital Card Transactions” mean transactions performed using the Digital Card through an e-Wallet, including but not limited to in-store, in-app, or online purchases.

“e-Wallet” refers to the mobile or digital application operated by a Token Requestor where a Cardholder may add, store, or manage their Digital Cards. e-Wallets enable the use of Digital Cards for contactless payments and online transactions using a digital token in lieu of the physical card details.

“My CBC App” refers to Chinabank’s official mobile banking application that allows Cardholders to access and manage their Chinabank accounts and credit cards.

“Registered Device” refers to the device that the Cardholder has enrolled or added and authenticated to store and use their Digital Card through an e-Wallet.

“Secure Digital Card Payments” refer to the use of Digital Cards used for contactless payments via e-Wallets and online or e-commerce transactions where card details are stored in a secure, tokenized form (Card-on-File or COF).

“Tokenization” refers to the process of replacing the actual card number (Primary Account Number or PAN) with a unique digital identifier or “token,” which can be used to process payments securely without revealing the actual card details.

“Token” refers to the unique digital identifier assigned to a Chinabank Card during the tokenization process, used to complete secure transactions in lieu of the actual card number.

“Token Requestor” refers to the entity or service provider that requests the Tokenization of a Chinabank Card from the card network and manages the use of the Token within its payment platform.

1.2. Headings and Interpretation. Titles, headings and sub-headings of provisions in these T&Cs are used for convenience of reference only and do not limit or affect the interpretation of the provisions hereof. Whenever in these T&Cs the context so requires, the singular shall include the plural and vice versa, and the use of one gender shall include all genders.

2. Applicability

These T&Cs are applicable to a Digital Card stored in My CBC App and e-Wallet of Cardholder's Registered Device, for the following transactions, wherever available:

- a. Tap to Pay Near Field Communication (NFC)-enabled Point-of-Sale (POS) transactions;
- b. Online payment transactions or where the payment services are built within e-Wallet.

The use of the Digital Card for fund transfers to bank accounts, e-Wallets, or person-to-person (P2P) transactions shall be subject to the features of the underlying e-Wallet provider and/or issuing bank and the applicable laws, regulations, and terms and conditions of said provider and/or issuing bank.

3. Registration, Storage, and Activation of Digital Card

- a. You may store a digital version of your Chinabank Card (or Digital Card) in an e-Wallet on your Registered Device, provided that your Chinabank Card is designated by the Bank as eligible for such purpose. The Bank reserves the right, at its sole discretion, to allow or restrict the registration of specific types of Chinabank Cards under your name in any e-Wallet from time to time.
- b. You agree to comply with the instructions, registration, and verification procedures of Chinabank and the e-Wallet Application (including the installation of the latest software or operating system updates on your Registered Device) to enable the use of Digital Card features. The Bank shall not be held liable for any loss, damage, claim, or expense arising from your failure to follow these instructions and procedures or from the loss, damage or malfunction of the e-Wallet or Registered Device.
- c. By registering your Chinabank Card for use as a Digital Card, you consent to the Bank sending an SMS/email or other authentication notification to the mobile number/email registered with the Bank for verification and activation purposes. For this purpose, your contact information with the Bank must be up to date before you can proceed with the registration, storage, and activation of your Digital Card; otherwise, the Bank will not be able to complete the activation process.
- d. Corporate or commercial cards issued by Chinabank may be eligible for Tokenization, Digital Card registration, or contactless transaction features through an e-Wallet.

- e. You authorize the Bank to receive and process your information from the Token Requestor (including, but not limited to, device ID, IP address, location data, and wallet ID) for the purpose of enabling, maintaining, and supporting your Digital Card and related transactions. You likewise authorize the Bank to share necessary card and personal information with its authorized service providers, card schemes, and token requestors to facilitate the secure processing and management of your Digital Card in compliance with applicable data privacy laws.
- f. For security reasons, if your Chinabank Card is deactivated or restricted for online, contactless, or international transactions, the Digital Card features shall likewise be unavailable until such restrictions are lifted.

4. Cardholder Responsibility

You are responsible for the security and safekeeping of your Digital Card, e-Wallet, and Registered Device to prevent any risks arising from or in connection with the use, whether authorized or unauthorized, of your Digital Card. The Bank shall not be liable for any loss, damage, or claim resulting from the use or misuse of your Digital Card.

Your responsibilities in relation to your Digital Card include, but are not limited to, the following:

- a. You are fully responsible for any disclosure of your Chinabank Card details, passcodes, or other security credentials related to your Registered Device or e-Wallet to any other person, even if such disclosure is accidental or unauthorized. You shall bear all risks and consequences resulting from the use of your Digital Card or E-Wallet by unauthorized persons or for unauthorized purposes, if any.
- b. You must use a Registered Device or web browser that meets the specifications required by the e-Wallet to register, store, and use your Digital Card. The Token Requestor or e-Wallet provider reserves the right to modify, replace, or withdraw support for any device type or model at any time without prior notice.
- c. You are responsible for ensuring that your Registered Device has an active internet connection, compatible telecommunications equipment, and, if applicable, a mobile service plan to enable the registration, storage, and use of your Digital Card. The Bank shall not be responsible for any failure or inability to use the Digital Card features due to connectivity issues, device incompatibility, or service interruption.

5. Loss of Device or Unauthorized Use

- a. In the event that your Registered Device, Digital Card, or e-Wallet is lost, stolen, compromised, or accessed without authorization, you must immediately notify the Bank through its Customer Service. The Bank shall take the necessary steps to block or suspend the Digital Card to prevent further unauthorized use.
- b. You remain liable for all transactions made through your Digital Card prior to the Bank's receipt and acknowledgment of your report of loss or unauthorized use. The Bank shall not be held responsible for any loss, damage, claim or expense arising from transactions effected before such notification is received and verified.

- c. In addition to reporting the loss or unauthorized use, you are also required to immediately delete or disable your Digital Card from the e-Wallet and remove the Chinabank Card details from your Registered Device, to the extent possible, to prevent further unauthorized transactions or use.
- d. For your protection, you are encouraged to regularly update your device security settings (such as passcodes, fingerprint, or facial recognition) and to avoid sharing your device credentials or login information with any person.
- e. The Bank reserves the right to investigate any reported loss, compromise, or unauthorized use. The restoration or reissuance of your Digital Card may be subject to the completion of such investigation and compliance with the Bank's internal verification and replacement procedures.

6. Limitation of Liability

- a. The Bank shall not be liable for any loss, damage, claim, or expense of any kind, whether direct, indirect, incidental, or consequential, arising from or in connection with your use or inability to use the Digital Card, Token, e-Wallet, or Registered Device, including but not limited to:
 - i. any delay, failure, or interruption in transmission, communication, or processing of transactions;
 - ii. any malfunction, defect, or incompatibility of your Registered Device, operating system, or e-Wallet;
 - iii. any unauthorized access, use, or disclosure of information resulting from your failure to maintain the security of your Digital Card, Registered Device, e-Wallet, or account credentials;
 - iv. any act or omission of the Token Requestor, mobile network provider, or other third-party service providers; or
 - v. any event beyond the Bank's reasonable control, such as system downtime, maintenance, power failure, or force majeure events.
- b. The Bank shall not be responsible for the refusal, delay, or failure of any merchant, acquirer, or payment processor to accept or authorize a Digital Card transaction. The Bank shall also not be responsible for any dispute concerning goods or services purchased using your Digital Card, which dispute shall be resolved directly with the concerned merchant, without prejudice to your payment obligations to the Bank.
- c. The Bank does not warrant that the e-Wallet or Digital Card services will always be available, uninterrupted, or error-free. You acknowledge that access to these services depends on third-party networks and systems outside the Bank's control.
- d. Where appropriate, the Bank's liability, if any, shall not exceed the amount of the disputed transaction or the actual damages proven to have been directly and solely caused by the Bank's gross negligence or willful misconduct.

7. Fees, Charges, and Transaction Limits

All interest, fees, and charges applicable to your Chinabank Card under the Card T&Cs shall likewise apply to Digital Card transactions. You shall also bear any additional fees, charges, or costs imposed by your mobile network, internet provider, or other third parties in connection with your use of the e-Wallet or Digital Card.

8. Amendments and Revisions

The Bank reserves the right to amend, modify, or revise these T&Cs, in whole or in part, at any time. You will be duly notified of any such changes through written notice, posting on the Bank's official website, announcements in the Bank's branches or other communication channels, or through electronic means such as email or SMS, as the Bank may deem appropriate.

Unless otherwise provided by applicable laws and regulations, any amendment, modification, or revision shall take effect and become binding sixty (60) days from notice. Your continued use of the Digital Card after the effective date of such notice shall constitute your acceptance of and agreement to the revised T&Cs.

These T&Cs shall apply until your Digital Card is unenrolled or removed from the e-Wallet and Registered Device.

9. Suspension or Termination

The Bank reserves the right, at its sole discretion and without prior notice, to suspend, deactivate, remove or terminate the use of your Digital Card on your e-Wallet or Registered Device under any of the following circumstances:

- a. When your Chinabank Card has been reported lost, stolen or compromised, or is cancelled, expired, suspended or terminated;
- b. When there is suspected or confirmed fraudulent, unauthorized, or illegal use of your Digital Card, e-Wallet, or Registered Device;
- c. When required by applicable laws or regulations, or by the Bangko Sentral ng Pilipinas (BSP) or other regulatory authorities, or by card networks;
- d. When there is a system error, technical issue, or security concern that may affect the integrity or safety of the Tokenization service; or
- e. When you violate any of the provisions of these T&Cs, the Card T&Cs or other related Chinabank policies and agreements.

You may also request removal of your Digital Card from the e-Wallet by notifying the Bank through its Customer Service.

Upon suspension, deactivation, removal or termination, your ability to perform transactions using your Digital Card shall cease immediately. The Bank shall not be liable for any losses, damages, or claims arising from such suspension, deactivation, removal or termination.

10. **Governing Law.** These T&Cs are governed by and shall be construed according to applicable laws of the Republic of the Philippines.

11. **Customer Service.** For inquiries, requests, and complaints, Cardholders may contact CBC's Customer Service 24/7 Hotline at +632 888-55-888 or domestic toll-free number 1-800-1888-5888 (PLDT) 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/>). .