

TERMS & CONDITIONS

1. Definition of Terms:

a) The Equicom Prepaid Card - will refer to the following Equicom Prepaid Cards issued by Equicom Savings Bank:

Equicom Cash Card - A non-transferable, personalized stored-value prepaid card issued by Equicom Savings Bank, which allows CARDHOLDERS to withdraw cash from ATMs and make purchases. Subject to the available balance. It is not a deposit product and is not insured by the Philippine Deposit Insurance Corporation (PDIC). It does not earn interest, rewards, or any monetary incentives, nor it can be used to obtain discount.

b) **Electronic Data Capture (EDC) Terminal.** A Point of Sale (POS) terminal that reads the Card details on the Equicom Prepaid Card when the Card is swiped or tapped, without the need of a manual imprinter and/or having merchant's representatives manually enter the information.

c) **Automated Teller Machine (ATM).** A designated teller machine that dispenses cash and provides account related services once the Card is inserted and the correct Personal Identification Number (PIN) associated to the Card is entered and verified by the machine.

2. **Responsibility of the CARDHOLDER** - The CARDHOLDER should sign the Card immediately upon receipt thereof. For the Equicom Cash Card, the CARDHOLDER should remember his PIN. The CARDHOLDER assumes full responsibility for the security, custody and possession of his Card and PIN as well as transaction made using the Card. It is the responsibility of the CARDHOLDER to report lost/stolen Cards immediately to Equicom 24/7 Customer Service (632) 8241-5952.

The CARDHOLDER shall not disclose the PIN to any third party and shall take all necessary precautions to prevent unauthorized use. Equicom Savings Bank shall not be liable for any losses resulting from unauthorized transactions prior to the CARDHOLDER's notice of loss.

3. **Expiry of the Card** - The Card is valid until the last day of the expiration date shown on the front of the Card. The period may be shortened: (a) when Equicom Savings Bank terminates the Card due to zero card value or (b) when the CARDHOLDER voluntarily cancels or returns the Card. Upon expiry, the CARDHOLDER may apply for renewal subject to compliance with bank requirements and payment of applicable fees. The remaining balance, if any, may be transferred to the new card unless otherwise forfeited under applicable laws or policies.

4. **Card Acceptability** -The Equicom Cash Card functions like a regular ATM Card wherein the CARDHOLDER can access his account at Equicom Savings Bank's ATMs or Bancnet ATMs in the Philippines as well as international ATMs with VISAPlus logo thru PIN verification. However, use of the card is subject to system availability and merchant acceptance. Equicom Cash Card also function as a purchase card up to the value of the Card and are honored at VISA merchants worldwide. Each time the Card is used at ATMs or VISA merchants, the transaction amount is immediately deducted from the remaining value of the Card. It is the responsibility of the CARDHOLDER to keep track of the available balance on the Card. Merchants will not be able to determine the available balance on the Card. The available balance and card transaction details can be obtained via Equicom 24/7 Customer Service.

5. ATM Transaction Fees - Transaction fees shall be imposed on the following ATM transactions using the Equicom Cash Card: (a) applicable fees shall apply for every successful ATM transaction done at any ATM other than Equicom Savings Bank ATMs in the Philippines; (b) USD3.50 for every successful Visa/Plus ATM cash withdrawal here and abroad; (c) USD1.00 for every successful VISAPlus ATM balance inquiry here and abroad; and (d) USD 1.00 for every VISAPlus ATM transaction declined for the reason of insufficient funds and/or exceeds the daily transaction frequency here and abroad. The said ATM transaction fees shall be deducted immediately from the designated card balance. All transaction fees are subject to change upon prior notice to the CARDHOLDER via posting at bank branches, on the Equicom Savings Bank website, or other means deemed appropriate by the Bank, in compliance with the BSP regulations.

6. Service Fees for Foreign Transactions - Transactions made in Foreign Currencies other than U.S. Dollars will be converted to U.S. Dollars based on the brand/association's foreign exchange rate. It may differ from the rates in effect on the transaction date, increased by processing/service fee of 2%. Same fees shall also apply to transactions which the CARDHOLDER has opted at point-of-sale to be billed in Philippine Peso or transactions executed at merchant local currency but processed outside the Philippines.

7. Transaction Receipt - A transaction receipt shall be provided by the merchants after every successful POS transaction. The CARDHOLDER shall sign the transaction receipt and retains a copy thereof. An ATM transaction receipt is likewise provided for every ATM transaction. It is the responsibility of the CARDHOLDER to monitor and review all his transactions. Disputed transactions should be reported immediately within twenty (20) calendar days from transaction date; otherwise, the transactions will be considered as valid.

If a dispute is received beyond the 20-day period, Equicom Savings Bank shall evaluate the dispute in accordance with its dispute resolution process, but reserves the right to deny recovery based on delayed notice.

8. Denied/Declined Transaction - A transaction may be declined/denied based on the following: (a) Card has no sufficient balance; (b) EDC terminal at the merchant establishment is off-line; or (c) the Card is either suspended or blocked. Equicom Savings Bank shall not be liable for failed transactions due to reasons beyond its control; however, if denial arises from the Bank's system error or failure, the CARDHOLDER may be entitled to proper redress in accordance with the Bank's complaint handling procedure.

9. Loss or Stolen Card - In case the Equicom Prepaid Card is lost or stolen, the CARDHOLDER shall immediately report it to Equicom 24/7 Customer Service. Likewise, the Bank may require submission of the Affidavit of Loss or equivalent documentation as deemed appropriate. Equicom Savings Bank may, at its discretion, waive notarization based on the circumstances. However, purchases made prior to reporting to Equicom 24/7 Customer Service shall be for the sole account of the CARDHOLDER. Applicable fees shall be charged accordingly for the replacement of the Card. The remaining balance left on the declared lost Card shall be transferred to the new/replacement Card.

10. Maintenance Fee - A Card with no activity (balance inquiry, withdrawal, purchases or reloading) for twelve (12) consecutive months shall be subject to a monthly maintenance fee starting on the 13th month until the entire Card balance becomes zero. All fees are subject to change upon prior notice in accordance with applicable laws and BSP regulations.

11. Miscellaneous Fees - CARDHOLDER agrees to pay the applicable fees that Equicom Savings Bank may impose. All applicable fees shall be disclosed to the CARDHOLDER in advance and changes

thereto shall be communicated in accordance with the BSP regulations, including but not limited to posting at bank premises or the official website. These may include:

- One-time Processing Fee
- Spoiled Card Replacement Fee
- Lost Card Replacement Fee
- Reloading Fee
- Maintenance Fee

12. Loading Requirement - CARDHOLDER may avail of Equicom Cash Card subject to the maximum load limit of Php100,000.00 monthly (regardless of number of cards). Checks shall not be accepted as a form or means of loading. Reloading of the Equicom Cash Card may be done over the counter at any Equicom Savings Bank branch, through an Equicom Savings Bank ATM or debit from an existing Equicom Savings Bank current/savings account.

The Bank reserves the right to adjust loading limits in accordance with applicable laws or directives issued by the Bangko Sentral ng Pilipinas.

13. Statement of Account - CARDHOLDER may inquire the available balance or request for a copy of the Statement of Account through Equicom 24/7 Customer Service. It is the responsibility of the CARDHOLDER to monitor the transactions made on the prepaid card. The CARDHOLDER is encouraged to regularly check transactions by contacting Customer Service. Requests for printed statements may be subject for a fee. Any disputed transaction should be reported to Equicom Savings Bank in writing within twenty (20) calendar days from transaction date, otherwise, it is deemed that the client is responsible for said transactions.

14. Authority to Process & Disclose Information - Equicom Savings Bank shall keep information involving or pertaining to the CARDHOLDER including, but not limited to, any information on his/her accounts, transactions, deposit accounts, credit relationships, and/or credit facilities (the "Information") confidential except that for purposes of this Agreement and in connection with Equicom Savings Bank's (1) implementation, administration, facilitation and improvements of its products, services, facilities and channels, (2) pursuit of its marketing, promotional, communication, commercial and research objectives, (3) regular conduct of business, and/or (4) compliance with the requirements of applicable laws and/or government regulators or supervisory bodies, the CARDHOLDER authorizes Equicom Savings Bank, its directors, officers, employees, advisers, auditors, agents and representatives' (collectively, the "BANK"):

- a) collection, use, storage, consolidation and processing (collectively, "process" or "processing") of Information;
- b) outsourcing of the processing of Information to service providers, whether within or outside of the Philippines;
- c) verification or validation of Information from any and all sources and in any reasonable manner, including but not limited to:

- the Bureau of Internal Revenue (BIR) to establish the authenticity of CARDHOLDER's income tax return ("ITR") and the accompanying financial statements which CARDHOLDER may have submitted to Equicom Savings Bank, and
- courts or government or administrative agencies or arbitral tribunals on the status of any case or proceeding to which the CARDHOLDER is a party.

d) disclosure and sharing of Information to:

- Equicom Savings Bank's subsidiaries, affiliates and related interests (the "EQUICOM GROUP");
- credit information or investigation companies, credit bureaus (including, but not limited to, the Credit Information Corporation (CIC) pursuant to Republic Act No. 9510 and its implementing rules and regulations), financial institutions, consumer reporting or reference agencies, credit protection provider or guarantee institutions, brokers, insurers, underwriters;
- any judicial, governmental, supervisory, regulatory or similar body of the Philippines or other jurisdictions; such person or entity as required by the laws or regulations of any country with jurisdiction over the affairs or business of Equicom Savings Bank or any member of the EQUICOM GROUP; stock exchange on which the shares or other securities of Equicom Savings Bank or any member of the EQUICOM GROUP are listed pursuant to its rules;
- any prospective transferee or assignee of Equicom Savings Bank's rights and/or obligations under the relevant contracts or arrangements;
- service providers engaged by Equicom Savings Bank or by any member of the EQUICOM GROUP marketing, promotional, network, loyalty program and joint venture partners and other relevant external parties, whether based within or outside the Philippines (collectively, the "Partners"); and,
- such other persons or entities that Equicom Savings Bank or any member of the EQUICOM GROUP, may deem necessary or appropriate to facilitate the above-stated purposes or those that may relate to or arise there from, as and when warranted by the circumstances.

The foregoing constitutes the express permission of the CARDHOLDER under the applicable confidentiality and data privacy laws of the Philippines and other jurisdiction and agree to hold Equicom Savings Bank, each member of the EQUICOM GROUP and the Partners, free and harmless from any and all liabilities, claims, damages and suits of whatever kind and nature, that may arise in connection with the implementation and compliance with the authorization granted by the CARDHOLDER. The CARDHOLDER's consent is obtained pursuant to Section 12 and 13 of the Data Privacy Act of 2012, its Implementing Rules and IRR, and relevant BSP issuances. The CARDHOLDER affirms that he/she has read and understood this data sharing and processing clause.

The foregoing consent shall remain for the duration of, and shall continue to exist despite the cancellation of, the use of the CARD.

15. Complaint/Request Handling. The CARDHOLDER may at his option, lodge his complaint/request via phone through Equicom 24/7 Customer Service, or email at customerservice@equicomsavings.com.ph, or through walk-in or personal visit in any of the Equicom Savings Bank's branches.

In receiving complaints, the CARDHOLDER shall allow Equicom Savings Bank to secure and record relevant CARDHOLDER information, including but not limited to (1) full name & contact details (2) nature & details of the complaint, and (3) resolution/actions expected to be taken by Equicom Savings Bank. The complaint/request shall be duly acknowledged by Equicom Savings Bank personnel directly handling or in-charge of the same. The CARDHOLDER shall provide additional documents or information necessary to address his concerns as may be required by Equicom Savings Bank. Equicom Savings Bank shall update the CARDHOLDER of the progress of the investigation/measures taken to resolve the complaint. Equicom Savings Bank shall provide the CARDHOLDER with specific timelines in assessing, investigating and resolving the complaint depending on its nature and complexity.

If assessment and investigation on complex complaints/requests cannot be concluded within the time frame given Equicom Savings Bank shall inform the CARDHOLDER of the reason thereof, the

additional time needed and the date on which he may expect the result of the assessment and/or investigation. Equicom Savings Bank shall inform the CARDHOLDER in writing of the outcome of the assessment, investigation and its final response to his complaint/request.

Equicom Savings Bank shall not disclose to any third party any information obtained from the CARDHOLDER in all stages of the complaint, except as may be required in the conduct of the investigation. No complaint/request shall be investigated by a Customer Assistance Officer of Equicom Savings Bank who is directly or indirectly involved in the matter which is the subject of the complaint.

The Bank shall resolve complaints within prescribed periods per BSP guidelines (15 business days for simple complaints; 45 days for complex), and ensure transparent and fair resolution.

16. Non-transferability Clause - The Card is the sole property of Equicom Savings Bank. Upon termination of card privileges, the CARDHOLDER agrees to return the Card upon demand. Any remaining value on the Card shall be returned to the CARDHOLDER, unless such forfeiture is mandated by law or a court order, or results from the CARDHOLDER's fraudulent or unlawful acts involving the use of the Card, in which case the Bank reserves the right to hold or apply such value as required by law or a competent authority.

17. Amendments - Amendments or revisions to this Agreement shall take effect 60 days after notice is made to the CARDHOLDER through posting in bank premises or official website or through any other mode of communication deemed effective by the Bank.

18. Venue of Action, Attorney's Fees, and Damages - The parties shall first exhaust mediation and conciliation measures, including referral to the BSP Financial Consumer Protection department, prior to filing suit. Should judicial action be necessary to collect the CARDHOLDER's obligation under this Agreement, or to enforce this Agreement by any parties, venue of all actions shall be in the appropriate courts in Makati City. In case the account is referred to a collection agency or law firm, CARDHOLDER expressly agrees to pay the cost of collection and attorney's fees.

19. Separability Clause - Should any provision of this Agreement be declared unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect in any manner whatsoever the constitutionality, validity or enforceability of other provisions.

20. Upon receipt of notice of death, the Bank shall freeze the Card and proceed in accordance with internal policies and applicable laws governing deceased account holders, including submission of legal documents by heirs or administrators.

21. By activating or using the Card, the CARDHOLDER confirms having read, understood, and agreed to the Terms and Conditions, and any subsequent amendments in accordance with Section 17.