TERMS AND CONDITIONS GOVERNING THE USE OF PNB CREDIT AND DEBIT CARDS IN DIGITAL WALLET SERVICES

These Terms and Conditions apply to the use of PNB Credit and Debit Cards ("**PNB Card**") in connection with any electronic, mobile, or digital wallet service authorized by PNB or supported by applicable card networks for in-store contactless, online, or in-app transactions ("**Digital Wallet Service**").

These Terms and Conditions are in addition to the existing Terms and Conditions Governing the Issuance and Use of PNB Credit Cards and Debit Cards (collectively referred to as "**Card Terms and Conditions**").

By adding, storing, or using your PNB Card in a Digital Wallet, you confirm that you have read, understood, and agreed to these Terms and Conditions, as well as the Card Terms and Conditions.

In the event of any conflict between these Terms and Conditions and the Card Terms and Conditions, these Terms and Conditions will take precedence only for transactions made through the Digital Wallet Services.

Definition of Terms:

- "**Bank**" refers to Philippine National Bank (PNB).
- "**PNB Card**" refers to the credit or debit cards issued by the Bank.
- "**Digital Wallet"** refers to the platform, provider, or operator of the Digital Wallet Service.
- "**Tokenized Card**" refers to a PNB Card that has been registered and stored within a Digital Wallet Service.
- "**Tokenization**" refers to the process of replacing the actual card number with a unique digital token.
- "**Token**" refers to the unique digital identifier assigned to a PNB Card during the tokenization.

1. **Eligibility and Registration**
    a. You may add your PNB Card to a Digital Wallet, provided that your PNB Card is deemed eligible by the Bank for such purpose. The Bank reserves the right, at its sole discretion, to approve or decline the registration for reasons including, but not limited to, suspected fraud transaction, account type, or card status.

    b. You agree to comply with the instructions, registration and verification procedures of the Bank and the Digital Wallet to enable the tokenization of your PNB Card and the use of your Tokenized Card. The Bank and Digital Wallet may require authentication, such as but not limited to, passcodes, one-time password/s (OTPs), personal identification number/s (PINs), biometric verification, or other verification method to complete the registration.

    c. The Bank shall not be held liable for any loss, damage, or expense arising from your failure to follow the instructions, registration and verification procedures, or from the loss, damage or malfunction of the Digital Wallet or your device.

    d. By adding your PNB Card for tokenization and using your Tokenized Card, you provide consent to the following:

i. The Bank sending an SMS, e-mail, or other authentication notification to the mobile number or email address registered with the Bank for verification and activation purposes.
ii. The Bank to collect and process your information from the Digital Wallet operator, including but not limited to device ID, IP address, location data, and wallet ID, for the purpose of facilitating the use of your Tokenized Card and related transactions.
iii. The Bank to disclose necessary card and personal information to its authorized service providers, card networks, and Digital Wallet operators for the purpose of securely processing and managing your Tokenized Card, in accordance with applicable data privacy laws.

e. The Bank is not liable for any failure to register, use, or maintain your PNB Card in a Digital Wallet arising from requirements or technical issues under the control of the Digital Wallet, including restrictions that may not be disclosed to the Bank.

f. You agree that in the event your PNB Credit Card is restricted for local and international use through the lock card feature, the use of your Tokenized Card will be disabled. The service will resume only upon unlocking the PNB Credit Card through PNB Digital. The lock/unlock card feature is only applicable to PNB Credit Card.

g. By adding your PNB Card to any Digital Wallet Service, you acknowledge that you have reviewed and understood these Terms and Conditions, the applicable PNB Card Terms and Conditions, and the applicable terms, conditions, and privacy policies of the Digital Wallet, and you agree to abide with all of them.

2. Use of Digital Wallet Services

a. Upon successful addition of your PNB Card to a Digital Wallet, the Tokenized Card may be used for authorized transactions, subject to the limits and conditions set by the Bank.

b. You may use your Tokenized Card in the following ways:
i. Contactless transactions by tapping or placing your mobile device against a contactless-enabled point-of-sale terminal.
ii. Online and in-app transactions for payments at merchants that accept Digital Wallet Services.

c. All transactions made through the Tokenized Card will be charged and posted to your PNB Credit Card Account or debited from the Deposit Account linked to your PNB Debit Card, subject to interest, fees, and charges as stated in the applicable Card Terms and Conditions.

d. The Digital Wallet Services are managed by third-party providers. The Bank has no control over and assumes no responsibility for their operation, performance, merchant acceptance, or security. Features and acceptance may vary depending on the Digital Wallet, device type, or network availability.

3. Cardholder Responsibilities

a. As the Principal Cardholder for PNB Credit Card or Primary Account Holder for PNB Debit Cards, you assume responsibility for every transaction processed using your Tokenized

Card through any Digital Wallet Service, including those initiated by persons you authorize and permit or by anyone who obtains access to your device or login credentials.

b. You acknowledge that using Digital Wallet Services carries inherent risks, including potential unauthorized access, device compromise, technical issues, and service interruptions. By adding your PNB Card to the Digital Wallet or using the Tokenized Card in a Digital Wallet, you accept these risks and agree to take reasonable steps to protect your PNB Card, Tokenized Card, mobile device, and authentication credentials. You shall be liable for any transactions resulting from failure to secure these details or report suspected compromise. The Bank assumes no responsibility for unauthorized transactions arising from such failure.

c. You are required to perform the removal or de-registration of your Tokenized Card through the Digital Wallet Service for any reasons, such as but not limited to selling, transferring, or disposing of your device; replacing or upgrading your device; uninstalling the Digital Wallet; or reporting loss or theft. The Bank disclaims liability for any issues, unauthorized charges, or data compromise due to delays or failure to complete the process.

d. You are responsible for reviewing your PNB Card and Tokenized Card transactions, maintaining proper security measures on your device, and restricting Digital Wallet usage when necessary.

e. You are responsible to notify the Bank immediately if your device where the Digital Wallet Service is installed and your PNB Card is registered, is lost, stolen, or compromised, or if you suspect any unauthorized use of your PNB Card and Tokenized Card. For Card-related concerns, you may call PNB Credit Card Hotline at (+632) 8818-9818/DTF 1800-10-818-9818 or PNB Customer Card for Debit Cards at (+632) 8573-8888. For issues involving the operation, security, or unauthorized use of the Digital Wallet, you may contact the Digital Wallet provider directly.

4. Digital Wallet Transactions

a. Transactions made using your Tokenized Card through any Digital Wallet Service shall be considered valid transactions and will be governed by the same rules, fees, limits, and dispute procedures that apply to your physical PNB Card.

b. Transactions made with your PNB Debit Card are deducted immediately from your linked deposit account. Transactions made with your PNB Credit Card will reduce your available credit limit upon authorization.

c. Transactions made in currencies other than Philippine Peso may incur additional fees and charges on your PNB Card, as determined by the Bank and in accordance with the applicable Card Terms and Conditions.

d. All transactions will be reflected in your PNB account transaction history once settled by the merchant, as determined by the merchant’s processing timeline.

e. Authorized transactions using your Tokenized Card cannot be cancelled or reversed by the Bank, except as permitted under applicable dispute or chargeback provisions or as required by law.

5. Dispute

a. The Bank will investigate and resolve any dispute, complaint, or concern relating to use of your Tokenized Card through Digital Wallet Services in a prompt and fair manner, in compliance with applicable laws, BSP regulations and the Bank's established dispute-handling procedures.

b. You agree to report any disputed, erroneous, or unauthorized transactions promptly or immediately, through the Bank's customer service channels. The Bank will provide updates and resolutions at the soonest possible time in accordance with its established processes and regulatory standards.

c. You agree to fully cooperate in the Bank's investigation by submitting relevant information or supporting documents as reasonably requested. The Bank shall conduct its investigation in good faith and determine liability based on the evidence gathered and in accordance with applicable laws, rules, and regulations. Both parties agree to abide by the results of such investigation, without prejudice to any further remedies available under existing laws and regulations.

6. Fees and Charges

a. The Bank does not impose additional fees on the use of your Tokenized Card through any Digital Wallet Service. The Bank may, at its discretion, introduce fees, subject to prior notice in compliance with applicable laws and regulations.

b. You are responsible for any fees, mobile data charges, or connectivity fees imposed by your telecommunications or internet service providers, or by the Digital Wallet.

c. All other applicable fees, charges and interest rates on your PNB Card will remain in effect and continue to apply to transactions made through the Digital Wallet.

7. Data Privacy

a. By adding your PNB Card in any Digital Wallet Service, you consent to the Bank's collection, processing and storage of your personal and/or sensitive information, which may include your name, card details, device information, and transaction data. This information will be utilized for the following purposes:
    i. To deliver, maintain, and secure Digital Wallet Services;
    ii. To process transactions and verify your identity;
    iii. To comply with applicable legal, regulatory, and operational requirements; and
    iv. To prevent fraud and facilitate dispute resolution.

b. You acknowledge that the Digital Wallet provider or operator may collect and process your data in accordance with their own privacy policies. By using the Digital Wallet Services, you agree to review and accept the terms and conditions of the Digital Wallet provider or operator.

c. By registering your PNB Card, you expressly consent to the Bank sharing relevant information, including your personal and/or sensitive information, with the Digital Wallet provider or operator, card networks, and authorized service providers and partners as necessary for activation, verification, fraud prevention, dispute resolution, and compliance with applicable laws. If any of these parties are located outside the Philippines, you acknowledge and consent that your personal data may be transferred to, stored, and processed by third parties located outside the Philippines for purposes consistent with this Agreement. Such transfers shall be subject to the implementation of appropriate contractual, organizational, and technical safeguards to ensure the protection of your personal data in accordance with the **Data Privacy Act of 2012 (RA 10173)**, its Implementing Rules and Regulations, and other applicable laws and regulations. The Bank shall ensure that any cross-border transfer of personal data will only be made to jurisdictions with adequate data protection standards or to recipients who have committed to comply with data protection obligations substantially similar to those under Philippine law. By continuing to use the Digital Wallet Services, you expressly consent to such transfers, subject to these safeguards.

d. In accordance with the Data Privacy Act, you have the right to:
    i. Access and obtain a copy of your personal data;
    ii. Request correction or updating of inaccurate or incomplete data;
    iii. Withdraw consent or object to processing of your data, subject to legal and contractual limitations;
    iv. File a complaint with the National Privacy Commission. Requests may be directed to the Bank's Data Protection Officer at pnbdpo@pnb.com.ph.

e. Your personal data will be retained only for as long as necessary to fulfill the purposes stated above or as required by law. Your data will be securely disposed of in accordance with applicable regulations.

f. The Bank implements organizational, physical, and technical safeguards to protect your data. In case of a data breach event that may compromise your rights, the Bank will notify you and the National Privacy Commission in accordance with the Data Privacy Act and applicable laws.

8. Limitation of Liability

a. The Bank may, at its sole discretion, suspend or terminate your ability to use your Tokenized Card through any Digital Wallet Service at any time without prior notice for reasons, including, but not limited to:
    i. Suspected fraud;
    ii. Account delinquency;
    iii. Device compromise;
    iv. Discontinuation of support by the Bank for a Digital Wallet; or
    v. When required by law, regulation or upon the directive of regulatory authorities.

b. If your PNB Card is suspended, cancelled, replaced, expired, or your PNB Credit Card account is closed, your Tokenized Card will cease to function for Digital Wallet Service. Registration may be required upon issuance of a new eligible card.

c. The Bank shall not be liable for any damages, losses, or claims arising from:
    i. Unauthorized use of your PNB Card or Tokenized Card in a Digital Wallet, except where such loss has been conclusively determined by a final judgment of a court or other competent authority to have been directly and solely caused by the Bank's fraud, gross negligence, or willful misconduct;
    ii. Delays, disruptions, errors, or failures in processing attributable to by third-party providers, card networks, merchants, acquirers, telecommunication networks or internet service providers, or other external parties beyond the Bank's reasonable control;
    iii. Force majeure events, such as but not limited to, natural disasters, strikes, system outages, power failures, pandemics, government restrictions, or similar causes beyond the Bank's reasonable control;
    iv. The Bank's good faith compliance with applicable laws, regulations, court orders, or regulatory directives;
    v. Technical failures, downtime, or service disruptions affecting the Digital Wallet Service, mobile networks, internet services, or merchant systems;
    vi. The performance, operation, or security of the Digital Wallet;
    vii. Non-acceptance of your Tokenized Card by any merchant; or
    viii. Any indirect, consequential, or incidental loss.

9. Indemnity

a. As the Principal Cardholder or Primary Account Holder, you agree to indemnify, defend and hold the Bank, including its directors, officers, employees, agents, and representatives free and harmless from and against any and all liabilities, claims, demands, actions, losses, damages, penalties, fines, costs, and expenses arising from or related to:
    i. The use or misuse of the Tokenized Card by you, your Supplementary Cardholder, any authorized person, or by anyone who obtains access to your device or login credentials, whether or not with the Bank's knowledge or consent;
    ii. Any violation of these Terms and Conditions or applicable laws, rules, or regulatory requirements by you, your representatives, or by any co-depositor or Supplementary Cardholder;
    iii. Any claim, action, or proceeding by third parties, regulators, or government authorities concerning transactions or activities involving the Tokenized Card or deposit account linked to your PNB Debit Card or PNB Credit Card Account.

b. This indemnity shall apply regardless of whether the Bank has been notified of such claim or demand, and shall survive the suspension, cancellation, or termination of the PNB Card, Tokenized Card or the closure of the deposit account linked to your PNB Debit Card.

c. The indemnity will not be reduced or impacted by any settlement or agreement entered into without the Bank's prior written approval.

d. This indemnity does not cover liabilities proven by a final court judgment to result solely from the Bank's fraud, gross negligence, or willful misconduct.

10. Amendments, Revisions, Suspensions, and Terminations

a. The Bank reserves the right to amend, revise, or modify these Terms and Conditions at any time, subject to notice in accordance with applicable laws and regulations. Notice of such changes may be given through appropriate channels deemed by the Bank, such as but not limited to electronic mail, statement of account, SMS, website, or other electronic means.

b. Your continued use of the Tokenized Card and Digital Wallet Services after the effectivity of such amendments shall constitute your acceptance and agreement to the revised Terms and Conditions. In the event you do not agree with the amendments, you may immediately discontinue the use of your Tokenized Card in the Digital Wallet by removing it from the Digital Wallet.

c. The Bank reserves the right, at its sole discretion and without prior notice, to suspend, terminate, or remove the use of your Tokenized Card under any of the following events:

    i. Your PNB Card is reported lost, stolen or compromised, or is cancelled, expired, suspended or terminated.
    ii. There is suspected or confirmed fraudulent, unauthorized, or illegal use of your Tokenized Card.
    iii. The Bank's compliance with applicable laws or regulations, directives from Bangko Sentral ng Pilipinas (BSP) or other regulatory authorities, or by card networks.
    iv. A system error, technical issue, or security risk arises that may affect the integrity or safety of the Digital Wallet Service.
    v. You are found to be in breach of any provision of these Terms and Conditions or Card Terms and Conditions.

d. The suspension or termination of your Tokenized Card in your Digital Wallet pursuant to these Terms and Conditions shall not affect any rights or obligations that accrued prior to such suspension or termination.

11. Governing Law

These Terms and Conditions are governed by and shall be construed according to the applicable laws of the Republic of the Philippines.

12. Customer Service

For inquiries, requests and complaints, you may contact the following:

- For Debit Cards - (+632) 8573-8888 or send an email to customercare@pnb.com.ph
- For Credit Cards - (+632) 8818-9818 or Domestic Toll-Free 1800 10 818 9818 or send an email to pnbcreditcards@pnb.com.ph

Philippine National Bank (PNB) is regulated by the Bangko Sentral ng Pilipinas.
https://www.bsp.gov.ph