

**TERMS AND CONDITIONS GOVERNING THE ISSUANCE AND USE OF
PHILIPPINE NATIONAL BANK (PNB) DEBIT CARDS**

The following terms and conditions ("Terms & Conditions") shall govern the issuance and use of all kinds of debit cards of the Philippine National Bank ("PNB" or "Bank"). By applying for and/or using such debit cards, the Cardholder hereby agrees as follows:

1. **PNB DEBIT CARD.** The PNB Debit Card is a card that has the features of an Automated Teller Machine ("ATM") Card which can be used at any ATM nationwide, and the features of a debit card which can be used at Point of Sale ("POS") terminal networks, or online/web merchants and/or electronic devices for the purchase of goods and availment of services. The Bank reserves the right to add, remove, or modify the features of the PNB Debit Card for each Cardholder subject to pertinent laws, rules and regulations governing the use of the card.
2. **CARD USAGE/OWNERSHIP.** The PNB Debit Card is for the exclusive use of the Cardholder and is not transferable. The PNB Debit Card shall be used only for lawful banking and other transactions allowed by the Bank with respect to the Cardholder's current and/or savings deposit account maintained with the Bank ("Account"). The Cardholder shall sign the PNB Debit Card immediately upon receipt thereof and shall keep it in a secure and safe place at all times. The PNB Debit Card remains at all times the property of the Bank and the Bank may at any time, for any reason, terminate the use of, cancel, suspend, block, repossess or decline to issue, renew or replace the PNB Debit Card, with notice to the Cardholder. Upon the Bank's request, the Cardholder shall return or surrender the PNB Debit Card to the Bank immediately.

If the Account is in the name of more than one person (such as Joint Accounts), the Bank may issue the PNB Debit Cards to some or all of the accountholders. In such cases, the Bank may implement/transfer debit instructions for such Accounts which are received first from any one of the accountholders using any of the PNB Debit Cards issued even though the joint account instructions are contradictory.

3. **PERSONAL INFORMATION NUMBER (PIN).** The PIN is strictly confidential and should not be disclosed, given to or made available for use by any person other than the Cardholder under any circumstances, including the Bank. Withdrawal, transfer, payment of funds, and any other transactions entailing the use of the PNB Debit Card through the use of the PIN shall in all circumstances and at all times, whether with or without the Cardholder's authorization, be conclusively binding upon the Cardholder. The Cardholder shall hold the Bank free and harmless from any liability whatsoever for any loss or damage incurred by or liability suffered by the Cardholder arising from any breach of or non-compliance with this Section or with activation procedures of the PNB Debit Card.

4. CARD TRANSACTIONS

- 4.1 The Bank is hereby authorized to automatically debit the appropriate amount corresponding to the amount of the withdrawal or transaction made by the Cardholder using the PNB Debit Card, or the equivalent in allowable currency, from the Cardholder's Account and in accordance with the Bank's record of transactions.
- 4.2 In accepting transactions of Cardholders with third parties with the use of the PNB Debit Card through the ATM, such as bills payments, POS purchases, and the like, the Bank merely serves as a conduit between the Cardholder and the payee and the Bank shall not be held liable for any action or claim which may arise between the payee and the Cardholder, the latter hereby agreeing to hold the Bank free and harmless therefrom.
- 4.3 The Cardholder shall have full responsibility for all transactions made with the use of the PNB Debit Card. All transactions using the PNB Debit Card shall be deemed by the Bank as having been made with the knowledge of or authorized by, the Cardholder and shall be valid and binding upon the Cardholder. The Cardholder accepts the Bank's record of transactions as conclusive and binding for all purposes in the absence of manifest error.
- 4.4 Whenever the PNB Debit Card is used for the payment of goods and services from participating merchants, the Cardholder acknowledges and agrees that the Bank makes no representation or warranty on any of the goods and services offered by the merchants and is not responsible if the goods or services are in any way deficient or otherwise unsatisfactory. Any complaints related to any merchant, or any of the goods and services purchased or availed from any of the merchants, should be resolved with the merchant directly; provided, that the Cardholder shall not be relieved of any obligations to the Bank arising from or in connection with the use of the PNB Debit Card.
- 4.5 Any PNB Debit Card transaction which may be questioned shall be subject to a Bank investigation, which may include, among others, the verification of transaction records and confirmation with the Cardholder and/or the merchant. After such investigation, the Bank shall have the right and is hereby authorized to debit/credit the Account and the merchant's account depending on the results of the investigation, subject to notice to the Cardholder.

5. **CARD SECURITY.** In order to help ensure security in PNB Debit Card transactions and personal information, the Cardholder agrees to strictly comply with the Bank's recommended security measures.
6. **INDEMNIFICATION / LIABILITY LIMITATION.** In addition to other provisions provided herein, the Cardholder agrees to indemnify and render the Bank, its directors, officers, employees and agents and assigns, free and harmless from and against any claim, cause of action, suit, liability, loss or damage of whatever nature which may arise as a result of or in connection with the use of the PNB Debit Card and the transactions made with the use of the PNB Debit Card, in the following instances:
- 6.1 Disruption, failure or delay relating to or in connection with the use of the PNB Debit Card which is due to circumstances beyond the control of the Bank, fortuitous events such as but not limited to prolonged power outages, breakdown in computers and communication facilities, computer-related errors, typhoon, floods, public disturbances, calamities, Acts of God, and other similar or related cases;
 - 6.2 Fraudulent or unauthorized utilization of the PNB Debit Card due to theft, unauthorized disclosure or breach of security or confidentiality of the Card Number, PIN and Card Security Code, with or without the Cardholder's participation;
 - 6.3 Inaccurate, incomplete or delayed information received by the Bank due to disruption or failure of any communication facilities or electronic devices used for the PNB Debit Card;
 - 6.4 Mechanical defect in or malfunction of the electronic device on which the PNB Debit Card is used (i.e. ATM, POS, etc.); the PNB Debit Card not being honored or being declined; any deposit to or debiting of payment from the Account due to or by reason of failure and/or malfunction of any mechanical, electronic or other part, component, system or network upon which the ATM/branch computer is critically dependent on normal and efficient operations;
 - 6.5 Improper, unauthorized use of the PNB Debit Card's facilities and electronic devices (i.e. ATM, POS, etc.); or reckless or accident in connection with the use thereof; and/or
 - 6.6 Other instances similar to or analogous to the foregoing.

The above provisions shall survive the termination or suspension of the right to use the PNB Debit Card.

7. **LIABILITY LIMITATION.** The Bank's entire liability for loss or damage (if any) in connection with the Cardholder's use of the PNB Debit Card shall be limited to the amount of Pesos: Twenty Five Thousand (Php 25,000.00) or the actual damage or loss incurred, whichever is lesser. The Bank shall not be liable for any special, consequential or indirect damage suffered by the Cardholder from the use of the PNB Debit Card even if the Bank has been advised of the possibility thereof. This provision shall survive the termination or suspension of the right to use the PNB Debit Card.
8. **LOST/STOLEN/COMPROMISED CARDS.** In the event the PNB Debit Card is lost or stolen, the Cardholder shall immediately report the same by calling the PNB Customer Care Hotline at 8573-8888 or the Branch of Account. PNB Debit Cards that are captured for no apparent reason in any ATM shall be considered lost and must likewise be reported promptly. Prior to receipt by the Bank of Cardholder's call or report of loss or theft, all transactions generated by the use of the PNB Debit Card shall be deemed conclusively binding upon the Cardholder, and the Bank will not be held liable for any loss or damage incurred by the Cardholder. The Cardholder acknowledges that the Bank has no obligation to issue a replacement PNB Debit Card to the Cardholder following the loss or theft of the PNB Debit Card originally issued to said Cardholder. However, in case of lost/damaged card, a fee shall be charged for card replacement.
9. **REPORTING OF ATM CRIMES.** The Cardholder is encouraged to report occurrences of ATM crimes or fraud cases (e.g. robbery, vandalism, suspicious devices) to the Bank by calling the PNB Customer Care Hotline at 8573-8888 or the Branch of Account. In case the PNB Debit Card and/or the Account is suspected by the Bank or government authorities to be involved in ATM crimes or fraud cases, the Cardholder expressly consents to and hereby authorizes the sharing or disclosure by the Bank to the public at large and/or to government authorities of information relative to such ATM crimes or fraud cases in order to deter and prevent proliferation thereof.
10. **ATM / POS / ONLINE / WEB MERCHANTS NETWORK.** The PNB Debit Card may be used in ATM/POS terminals of the Bank and those of ATM Network Participants, and Online/Web Merchants. The Bank does not have control over the ATM Network Participants through which the Cardholder may access the Account, their ATMs, their procedures or controls in regard to data/information processing. Hence, the Bank shall not be liable for any loss or damage of whatever kind or nature incurred by the Cardholder as a result of or in connection with (i) the Cardholder's inability to use or delay in the use of his/her PNB Debit Card or inability to avail himself/herself of or delay in the availability of any ATM service due to disruption, breakdown or failure of the ATMs of ATM Network Participants and Online/Web Merchants, communication facilities linking the same, (ii) any failure, delay or rejection regarding the use of the PNB Debit Card or the availing of any service, or (iii) unauthorized or fraudulent access or utilization of the PNB Debit Card or any ATM service.

Transactions coursed through any of these networks shall be subject to limits and transaction fees as determined by the Bank and the ATM Network Participants and Online/Web Merchants through which the transactions are coursed.

- 11. ACCESS TO ATM / POS / ONLINE / WEB MERCHANTS LOCATED OUTSIDE THE PHILIPPINES.** PNB Debit Cards bearing the MasterCard logo can be used to make withdrawals/payment transactions at MasterCard ATM/POS/Online/Web Merchants located in countries outside the Philippines, from/involving his/her Account in the Philippines. Any withdrawal/payment transaction made by the Cardholder outside the Philippines through the use of the PNB Debit Card against his/her Account in the Philippines constitutes a disbursement from said Account in the Philippines and a remittance to the country where the withdrawal/payment transaction was effected, and shall, therefore, be subject to the applicable laws, government rules and regulations of both the Philippines and the country where the withdrawal/payment transaction is made. Cash withdrawals/payment transactions outside the Philippines using the PNB Debit Card shall be in the currency allowed by the ATM Network Participant institution which owns the ATM/POS and Online/Web Merchants from where the withdrawal/payment transaction was made and up to the maximum amount permitted by and subject to other limitations imposed by such ATM Network Participant. Cash withdrawals/payment transactions are also subject to any exchange controls, regulations or limitations in effect in the country where the ATM/POS/Online/Web Merchant is situated and will be converted at the exchange rate prevailing at the time of the transaction. Transactions shall be subject to transaction fees, assessment fees, and other charges as determined by the Bank and the ATM Network Participant through which the transaction was coursed. Such fees and charges shall be subject to the exchange rate prevailing at the time of the transaction.
- 12. FOREIGN CURRENCY.** All charges and transactions made in currencies other than Philippine Pesos shall, in accordance with PNB's procedures, be automatically converted to Philippine Pesos at the exchange rate applied by the relevant card network at the time of the transaction. The Cardholder's foreign currency transactions shall be subject to additional transaction fees and other charges on the PNB Debit Card which may be imposed by the Bank on the converted amount, and set forth in the corresponding Statement of Account.
- 13. ACCREDITED ESTABLISHMENTS.** The Bank has an agreement with MasterCard whereby the PNB Debit Cards bearing the label or logo of MasterCard shall be honored at all accredited establishments of MasterCard worldwide at all times. However, there may be instances when an accredited establishment does not honor such branded PNB Debit Card. The Bank shall be held free and harmless from any and all claims or liabilities as a result of the refusal of any MasterCard accredited establishment to honor the PNB Debit Card. Moreover, the Bank shall not be responsible for any defective product or service purchased through the use of the PNB Debit Card or for any dispute between the Cardholder and the establishment.
- 14. LIMITATIONS.** The PNB Debit Card shall not be used for the purchase of items/goods, the importation of which into the Philippines is subject to the provisions of CB Circular 1384, as amended, and all other circulars, laws, rules and regulations pertaining to importation. Likewise, the proceeds of PNB Debit Card withdrawals abroad shall not be used for foreign investments or for the payment of foreign loans or for any other purpose in violation of any existing foreign exchange rules and regulations, or pertinent laws on anti-money laundering and terrorist financing.
- 15. NOTICES; CHANGE OF ADDRESS AND OTHER DATA.** Unless otherwise provided herein, any and all notices and communications required or allowed to be given under these Terms and Conditions shall be in writing and sent to the Cardholder at the address or any of the addresses indicated in this application form. Notices shall be deemed received by the Cardholder on the date of receipt, if delivered personally, after fifteen (15) days from posting, if sent by mail, or on the date of transmission, if by facsimile or electronic mail. The Cardholder shall immediately notify the Bank of any change in his address, as well as other data previously indicated in this application form. Until the Bank is notified of such change, it will continue to use the information and data on file with it.
- 16. FEES AND CHARGES**

 - 16.1** The Bank may, from time to time, upon giving notice, impose fees and charges for the use of the PNB Debit Card. The Bank is hereby authorized to debit the Cardholder's Account or any other Account which the Cardholder maintains with the Bank, for the amount of such fees and charges. If at any time there are insufficient funds in the said Account/s to cover fees and charges, the Bank may suspend or terminate the use of the PNB Debit Card without the Bank incurring any liability as a result thereof but subject to notice to the Cardholder.
 - 16.2** Any and all taxes arising from payment of fees and charges hereunder shall be for the account of the Cardholder.
 - 16.3** Such fees and charges shall be subject to change from time to time, with notice to be given to the Cardholder.

17. TERMINATION / SUSPENSION OF CARD USE

- 17.1** The Bank may terminate or suspend the Cardholder's use of the PNB Debit Card at any time with notice if:
- a. The Cardholder has breached these Terms and Conditions;
 - b. The Bank learns of the Cardholder's bankruptcy, insolvency, liquidation, dissolution, death, incapacity, or other analogous circumstances, or that the Cardholder committed an act of bankruptcy, insolvency, liquidation, dissolution or other analogous acts, or that a bankruptcy or insolvency or other analogous petition has been filed against the Cardholder;
 - c. If in the Bank's reasonable opinion, the Cardholder's Account/s is/are being mishandled as determined pursuant to the Bank's existing policies and procedures, or if the Account/s or the PNB Debit Card is being used for any unlawful or illegal activity or transaction;
 - d. In case of closure, termination, suspension, garnishment, hold-out or other similar restrictions on the Account/s; or
 - e. The Bank considers that there exists other reasonable grounds to do so.
- 17.2** Any and all accrued but unpaid obligations of the Cardholder to the Bank prior to termination, and terms and conditions hereof which by express terms, shall survive the termination of the Cardholder's right to use the Card.

- 18. OVERCREDIT, ERRONEOUS CREDIT, FAILURE TO DEBIT, ETC.** In case of overcredit, erroneous credit, failure to debit, erroneous debit, misposting, or any error in transaction involving any amount, (any and all of which shall be referred to as "Amount/s Due to PNB") to Cardholder's Account/s as appearing in the records/books of the Bank, and for whatever cause such as but not limited to systems error or error in communications facilities, the Cardholder shall immediately return to the Bank the Amount/s Due to PNB without need of notice or demand, plus any and all expenses, costs and damages which the Bank may have incurred, including penalty interest at the Bank's then prevailing loan rate based on the Amount/s Due to PNB, in connection with the enforcement of the Bank's right to recover and collect the Amount/s Due to PNB. For this purpose, the Cardholder shall authorize PNB/its representatives to effect the debiting of funds from Account/s to the extent of the Amount/s Due to PNB without PNB/its representatives incurring any liability as a consequence thereof. This is without prejudice to the exercise by the Bank of its right to enforce full recovery and collection of the Amount/s Due to PNB, in case the Cardholder's Account/s cannot be debited for any reason such as but not limited to insufficient balance, as well as the exercise by the Bank of the legal remedies to which the Bank may be entitled to under the law and this Agreement, including but not limited to the immediate cancellation or suspension of the relevant Account/s, civil, criminal, and/or administrative remedies. Pending full recovery or collection by the Bank of the Amount/s Due to PNB, the Cardholder shall hold said amount in trust for the Bank. Failure of Cardholder to account for and return the Amount/s Due to PNB shall give rise to a prima facie presumption of misappropriation or conversion with intent to defraud, on the part of Cardholder.

- 19. PROCESSING OF INFORMATION.** For the purpose of collection, management, recording, organization, storage, updating, retrieval, consultation, use, consolidation, blocking, erasure or destruction of information relating to the Cardholder in connection with, or arising from, these Terms and Conditions and/or the use of the PNB Debit Card, the Bank may disclose or share such information to any or all of the following: (i) its directors, officers, employees, advisers, auditors, agents and authorized representatives; (ii) its parent, subsidiaries, affiliates and related interests, whether organized in the Philippines or in other jurisdictions; (iii) participating merchants, payments technology company(ies), credit information investigation companies, financial institutions, credit bureaus, loyalty program partners, consumer reporting or reference agencies, network, marketing and promotional partners, insurers, and other relevant external parties, whether based in the Philippines or other jurisdictions; (iv) remittance tie-ups, partners, service providers engaged by the Bank, its parent, subsidiaries, affiliates and related interests, whether based within or outside the Philippines; (v) judicial, governmental, supervisory, regulatory or equivalent body having authority or jurisdiction over the Bank, its parent, subsidiaries, affiliates and related interests; (vi) such persons or entities as required by the laws or regulations of any country with jurisdiction over the affairs or business of the Bank, its parent, subsidiaries, affiliates and related interests; (vii) stock exchange on which the shares or other securities of Bank, its parent, subsidiaries, affiliates and related interests are listed pursuant to its rules; (viii) persons or entities engaged by the Bank, its parent, subsidiaries, affiliates and related interests, to facilitate administration, servicing, and implementation of the PNB Debit Card and other Bank's products, services, facilities and channels; (ix) any potential transferee or assignee of the Bank's rights and/or obligations under the relevant contracts or agreements; and, (x) such other persons or entities as the Bank may deem as having authority or right to such information, as and when required by the circumstances.

The Cardholder shall execute the appropriate document to consent to the foregoing and to agree that bank secrecy laws such as but not limited to Republic Act Nos. 1405, 6429, 8791, and 8484 (otherwise known as The Secrecy of Bank Deposits Law, Foreign Currency Deposit Act, The General Banking Law of 2000, and

Access Device Regulations Act) shall not apply, and to indemnify and keep the Bank and its subsidiaries and affiliates (Related Companies), including their respective directors, officers and employees, free and harmless from and against any and all claims, suits, actions or proceedings which may arise as a result of or in connection with the sharing, release and disclosure of the Cardholder Information and/or Account Information as set out above. The consents to be given by the Cardholder for the foregoing shall continue to be valid and effective unless and until a written notice of revocation by Cardholder is duly served upon the Bank and its Related Companies.

- 20. OFFER TO PARTICIPATE IN PROMOS.** The Cardholder hereby authorizes the Bank, its subsidiaries, and its partner institutions/merchants/agents to offer participation to the Cardholder to promotional offers, advertisements, surveys or such other similar programs by communicating to the Cardholder in writing, or by electronic mail, or by facsimile transmission, or by short messaging services (SMS), or by such other electronic transmission channels which the Bank, at its option, considers appropriate and effective, or through the Bank channels or any one of them including posting in the Bank's website.

The Debit Card Rewards and Benefits vary depending on different card types. These Rewards and Benefits are subject to the respective program terms and conditions. PNB has the right to change the Rewards Points requirements or conversion and put a cap on the earning or redemption of cardholders as deemed necessary.

- 21. DISCLAIMER OF WARRANTIES.** All warranties, conditions and other terms, implied by law or statute, are excluded from these Terms and Conditions and the PNB Debit Card arrangement, including, but not limited to, the warranty that the use of the PNB Debit Card (i) will meet the Cardholder's requirements, (ii) will be uninterrupted, timely, secure or free from error, and (iii) will be accepted or honored at all merchant establishments or all ATMs.

- 22. COMPLIANCE WITH EXISTING LAWS.** The Cardholder shall warrant that his use of the PNB Debit Card does not and will not violate any anti-money laundering law as well as other applicable laws, rules, or regulations. By signing using the PNB Debit Card, the Cardholder agrees to render the Bank, its officers, employees, and representatives, free and harmless and indemnified, from any liabilities, damages, suits, or causes of action whatsoever which may arise from any violation of the said laws, rules, or regulations. Moreover, the Bank upon reasonable suspicion of fraud, irregularity, or anomaly, involving the PNB Debit Card, may immediately block the use thereof and initiate investigation, with notice to be given to the Cardholder as soon as reasonably possible.

- 23. CUSTOMER CARE HOTLINE.** Any complaint, query, request for blocking, reporting lost cards, and other concerns regarding the PNB Debit Card, the Account, and/or transactions using the PNB Debit Card shall be communicated to the PNB Customer Care Hotline at 8573-8888.

- 24. GOVERNING LAW AND VENUE.** These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the proper courts of Makati City, Philippines.

- 25. AMENDMENTS / REVISIONS.** The Bank shall have the right to add, revise or amend, in whole or in part, these Terms and Conditions, and the features and functionalities of the PNB Debit Card. Any such addition, revision or amendment will take effect and become binding on the Cardholder from such time that the same is published, announced or displayed by means of posters duly displayed in a conspicuous place within the premises of the Bank or by any other means of publication or communication as determined by the Bank.

- 26. TERMS AND CONDITIONS GOVERNING DEPOSIT ACCOUNTS.** These Terms and Conditions shall supersede and prevail upon the applicable provisions found in the Terms and Conditions Governing Deposit Accounts. All the other provisions under the Terms and Conditions Governing Deposit Accounts shall remain to be effective.

- 27. AGREEMENT TO THESE TERMS AND CONDITIONS.** The Cardholder's signature on the PNB Debit Card, or the Cardholder's continued use of the PNB Debit Card, constitutes his/her agreement to and acceptance of these Terms and Conditions and the use of the PNB Debit Card, and the corresponding risks attendant to the availment of the Bank's products, facilities, services, and channels.