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CBG-NAF # 08-05

BPI EXPRESS TELLER TERMS and CONDITIONS

The following provisions on BPI Express Teller Cards (the "Debit Cards") shall be known as the BPI Express Teller Agreement.

- 1. Issuance of Debit Cards You may issued, at the sole discretion of the Bank, Debit Cards which you may use to access your Account(s) through the Bank's or its affiliated ATMs or Point-of-Sale terminals / networks and effect such permitted transactions in relation therewith. You agree to sign the Debit Card promptly upon receipt thereof and to keep the Debit Card secure at all times. The terms "Account" and/or "Accounts" shall refer to each or such product(s), service(s), or facility (ies) of the Bank, which you opened and/or availed.
- 2. Ownership of Debit Cards Debit Cards remain at all times the property of the Bank and are subject to blocking, revocation and/or repossession upon notice for violation of any of the terms and conditions stated therein or for any other reason(s) which, in the opinion of the Bank, would prejudice the interest of both yourselves and the Bank. You agree to return the Debit Card at the Bank's request. You acknowledge that the Bank may block, withdraw or suspend the Debit Card or services offered in connection therewith without prior notice.
- 3. Non-Transferability The Debit Card is being issued for your exclusive use. It is non-transferable and cannot be lent for the temporary use of another person nor can the same be pledged as security in any manner whatsoever.
- 4. Joint Account Cards If any account is in the name of more than one person, the Bank may issue Debit Cards to some or all of you. In such cases, the Bank may implement / transfer debit instructions for such Accounts which are received from any one of you using any of the Debit Cards. Further, you authorize the Bank to honor or not honor, at its sole discretion, any withdrawal, fund transfer or disbursement effected by any one of you through the Bank's products, services, facilities and channels, and all checks, telephone instructions, directions, other instruments and transactions signed and effected by any one of you without restriction, unless otherwise specifically instructed by all of you.
- 5. Report of Loss / Theft of Debit Cards You agree and undertake to immediately call 89-100 or report to your maintaining branch, loss or the t of any Debit Card issued to you or any unauthorized use of your Debit Card or any of your Accounts or any other breach of security within twenty-four (24) hours from such occurrence. Further, Cards that are captured for no apparent reason in any ATM must likewise be reported promptly within twenty-four hours from card capture. Any loss due to withdrawal / purchase / transfer of funds using any lost/stolen Debit Card, prior to receipt by the Bank of your written confirmation or stop payment order shall be for your account. The Bank shall not be liable for acting or not acting upon any report for lost, stolen or captured ATM cards and request for replacement thereof. You acknowledge that the Bank has no obligation to issue a replacement Debit Card to you following the loss or theft of the Debit Card originally issued to you.
- 6. Personal Identification Number (PIN) You acknowledge that withdrawals / purchases / inquiries on your Account through ATMs or POS can be made only by using a valid Debit Card together with your correct Personal Identification Number (PIN). A card is valid when it has the correct Card Verification Code (CVC), Joint Account Indicator (JAI), and Sequence Number. For Debit Cards issued after May 14, 2004, an additional requirement for a card to be considered valid is that it should have the correct Card Verification Code (CVC).

for a card to be considered valid is that it should have the correct Card Verification Code (CVC).
You likewise acknowledge that you were provided a Temporary PIN together with the Debit Card. This Temporary PIN will allow you to nominate your own personalized PIN as your very first ATM transaction. You further acknowledge that this Temporary PIN will not allow you to do any withdrawal / purchase transactions on your Account from any ATM or POS. Full access to your Account may only be made with your personalized PIN

You agree to personally nominate your own PIN promptly upon release of the Debit Card and its Temporary PIN. You acknowledge that failing to nominate your PIN within two (2) banking days from date of Card release shall automatically deactivate the Card's operating status, and in such case you are required to personally request the branch where the Account is maintained to have the Card reactivated. You acknowledge that your personalized PIN is known to you only, not to anyone else nor the Bank.

You are required to keep your PIN confidential at all times and you shall not divulge the same to any other person under any circumstance. Your non-compliance with this provision shall relieve the Bank of any accountability for any loss arising from the use of your PIN to effect any transaction relating to your Account(s). Any transaction effected using the Debit Card issued to you and your PIN shall be conclusively presumed to have been made or authorized by you.

- 7. Acceptance of ATM Deposits You agree that the receipt electronically generated at the time a deposit transaction was made represents what you purport to have deposited. Your cash deposit via Cash Acceptance Machines (CAMs) shall be credited to your Account after electronic verification. However, your cash and check deposits via regular ATMs shall be credited to your Account after proper manual verification by two (2) authorized personnel. You further agree to assume full responsibility for the correctness, authenticity and validity of all endorsements appearing on the checks or other items deposited to the Bank.
- 8. Express Payment System (EPS) The Debit Card allows you to use the facility known as the "Express Payment System" (EPS) for payment of goods and services purchased from participating merchants. The purchased amount is automatically debited from your account through the POS. Any EPS transaction which may be questioned shall be subject to Bank investigation, which may include, among others, the verification of transaction records and confirmation with you and / or the merchant. After the investigation, the Bank has the right and is hereby authorized to automatically, without need of any further notice, act or deed, debit / credit the Account and the merchant's account depending on the results of the said investigation, which results shall be final, conclusive and binding.
- 9. International ATM/POS Access The Bank has existing arrangements with international networks that would allow International Debit Cards to be used outside the Philippines. Any withdrawal or purchase made with an International Debit Card against your Account in the Philippines constitutes a disbursement of the Account in the Philippines and a remittance to the country where the transactions was effected and shall be subject to the laws and regulations of both the Philippines and the country where such transactions were made.

 Cash withdrawals and purchases outside the Philippines shall be in the currency of the institution owning the ATM or POS from where such transactions were made. Cash withdrawals and purchases are also subject to exchange controls, regulations or limitations in effect in the country where the ATM / POS is situated and will be converted at the exchange rate prevailing at the time of the transaction. You also acknowledge and agree that your transactions at non-BPI / BPI Family Savings Bank ATMs in the Philippines that display the Maestro and/or Cirrus brand marks are international in nature. These cash withdrawals, purchase, and transactions are subject to international transaction fees as determined by the international network through which the transactions were coursed, likewise subject to exchange rate prevailing at the time of the transaction.
- 10. Transactions in Other ATM / POS Networks You agree that the Bank does not have any control over the participants of the ATM or other network through which you may access your Account(s), or the ATM themselves, or the procedures or controls such ATM or other network participants adopt in regard to data/information processing. Hence, the Bank shall not be liable for any loss or damage of whatever nature incurred by you (i) in instances where you are unable to use your Debit Card or to avail of any service due to to disruption or failure of the ATMs, the ATM or other network or communication facilities linking the same, or (ii) arising out of any failure, delay or rejection regarding the use of your Debit Card or availment of any service, or (iii) when caused or due to unauthorized or fraudulent access or utilization of your Debit Card or any service. You understand and agree that transactions coursed through any of these networks shall be subject to transaction fees as determined by the networks through which the transactions were coursed.