

## TERMS AND CONDITIONS GOVERNING THE USE OF CTBC BANK VISA CASH CARD

### A. CONDITIONS OF ISSUE OF THE CTBC BANK VISA CASH CARD:

The purchase, activation, and use of the CTBC BANK ("Issuer") Cash Card constitute your acceptance of and agreement to these terms and conditions.

### B. TERMS AND CONDITIONS

#### 1. Definitions

1.1 THE CTBC BANK VISA CARD ("Cash Card or Card") is a pre-paid, multi-purpose, non-interest bearing, re-loadable Card, which can be used as an ATM and Debit Card. As a Debit Card, it is capable of doing transactions at any CTBC BANK, BancNet, VISA and Plus ATMs. It can be used to purchase goods and services online via the internet and the Point-of-Sale (POS) at all accredited BancNet and VISA accredited merchants.

1.2 \_\_\_\_\_, being the Primary Account Owner, is a bonafide, properly identified accountholder of CTBC BANK (Philippines) Corp.

2. **Purchase.** Cards are available for purchase at any branch of the Bank upon cardholder's submission of documents and completion of necessary bank forms. Cardholders, with or without an existing Savings/Current account with the Bank, can purchase one (1) Cash Card. Moreover, Cardholders cannot purchase the Card for personal use of a third party.

#### 3. Acceptability

3.1 The Card can be used for ATM transactions in any CTBC BANK and BancNet ATMs in the Philippines as well as in Visa-affiliated ATMs. Likewise, the Card is acceptable at all Visa-accredited merchants worldwide.

3.2 The Card may be used to pay goods and services in any website that accepts Visa Cards and for such other facilities that the Bank may offer in the future to the Cardholder, either through ATMs, computer system, or the Internet. The Bank is not liable if a Merchant does not accept the Card or if the Cardholder has complaints about the goods or services bought online using the Card. The Cardholder shall be responsible for all transactions initiated by the use of the Card.

3.3 Use of the Card for ATM, Point-of-Sale (POS) and Online transactions is subject to CTBC BANK Card daily transaction limit.

4. **Card Value.** Value is loaded into the card either via fund transfer from the Cardholder to the Card, Over-the-Counter (OTC) in all CTBC Bank branches, accredited remittance partners' Electronic Facilities or fund transfer from other banks, subject to Bank's existing policy and transaction limits.

#### 5. Daily Transaction/Withdrawal limits

5.1 Default aggregate daily transaction limits per Card is ₱50,000.00.

5.2 Aggregate limits apply to all ATM, Point-of-Sale (POS) and Online transactions.

#### 6. Use of the Card

6.1 The Card may be used for as long as the Cardholder has authorized cash balance in the Card.

6.2 The Merchant or ATM is online.

6.3 The Card has not been disabled or cancelled.

6.4 Proper use of the Card. The Issuer will not be responsible for any damage to the Card that may be caused by its use. The Issuer will not be responsible for any personal injury and/or property loss or damage caused as a result of inappropriate or unauthorized use of the Card. Loss arising from cloning, skimming or other fraudulent means shall be borne by the Cardholder until written notice is received by the Bank requesting for the deactivation of the Card in which instance the Bank shall cause deactivation.

#### 7. Re-load

7.1 Only the Primary Account Owner is allowed to re-load the Card. As a result thereof, the Cardholder hereby agrees and authorizes the Bank to disclose any information related to the Card in order to perform the fund transfer.

7.2 The Card can be re-loaded up to its validity period.

7.3 Re-loading of Cards can only be done via Over-the-Counter in any CTBC Bank branch, Electronic Facilities and Reloading Partners of the Bank.

7.4 Maximum aggregate loading limit of each Card per month is ₱200,000.00.

#### 8. Fees and Charges

The Bank has the right to deduct from the outstanding value of the Card any transaction fees in such amount of standard ATM charges and fees for any transaction without the need of prior written notice to the Cardholder.

*Ang Bangko ay may karapatan na bawasan ang halaga ng laman ng Card patungkol sa mga bayarin o halaga ng fees at iba pang charges na kasalukuyang sinisingil o maaari pang ipataw ng Bangko sa hinaharap ng di nangangailangan ng notice sa Cardholder.*

8.1 Corresponding ATM and Visa charges shall be debited from the Card's outstanding value.

8.2 Replacement fee shall be charged for Cards that have been reported as lost, stolen, blocked and/or for Cards whose password has been forgotten.

#### 8.3 Domestic

8.3.1 A processing fee shall be charged for each Cash Card, regardless of Card type.

8.3.2 All ATM, VISA, Bank's NetBanking/APIIM, Point-of-Sale fees and online internet fees (if any) shall apply.

8.3.3 An inactivity fee of \_\_\_\_\_ shall be automatically debited. A Card is deemed inactive if there is no financial transaction performed on the Card for 12 months.

#### 8.4 International

The following transaction fees shall be imposed on all ATM transactions outside the Philippines or at non-BancNet defined ATMs and at all Visa-member ATMs:

8.4.1 US\$3.50 for ATM transactions approved.

8.4.2 US\$1.50 for ATM balance inquiry.

All foreign currency-denominated fees and charges will be charged in its Peso equivalent. The Bank will follow the prevailing exchange rate established from time to time for the conversion.

#### 9. Validity/ Expiry

9.1 Cards are valid up to five (5) years from issuance or up to the date indicated on the Card.

9.2 The Bank shall abide by the instruction given by the Primary Account Owner as to the disposition of the Card.

10. **Card Purging.** A zero-balance, re-loadable Card shall be purged if the Card remains un-renewed one year from its expiration date without need of any prior notice to the Cardholder.

#### 11. Identification of Cardholders

11.1 In compliance with RA 9194 (amending RA 9160, Anti-Money Laundering Act), Circular 706 and 649, Buyers or Primary. Account Owner shall be required to furnish the Bank with the necessary information or to fill out a Card Application Form to establish identity.

11.2 Only the Primary Account Owner can apply for a replacement Card.

#### 12. Responsibilities of Cardholders

12.1 The Cardholder is responsible for the care and safety of the Card. The Bank shall not be liable for any loss or damage of whatever cause that the Cardholder may incur by reason of unauthorized use of his/ her Card, signature and/ or PIN or if the Card is lost. The Cardholder undertakes not to disclose the PIN to any person at any time and under any circumstance.

12.2 The Cardholder agrees to sign the Card immediately upon receipt. For purchases at BancNet and Visa-affiliated merchants, the Bank shall not be held liable to the Cardholder for any discrepancy between the Cardholder's signature appearing on the Card and the corresponding sales slip for any reason(s) that the Card is not honored.

#### 12.3 Lost or Stolen Cards:

It is the responsibility of the Cardholder to report immediately to the Bank a Card that is lost or stolen. The Cardholder or Primary Account Owner agrees to immediately report lost or stolen Card by calling the CTBC BANK's Customer Care Unit or the branch. The Bank will try to prevent transactions coming in after the Card has been reported lost/ stolen, but any eventual losses due to use of a lost/ stolen Card shall be the responsibility of the Cardholder. Only the Primary Account Owner can claim for reimbursement of the unused value left in the Card. Reimbursement will be done via issuance of Manager's Check payable to the Primary Account Owner, or credit to a new Cash Card, subject to Card production fees. The Cardholder shall notify the Bank immediately of the loss of the Card. This should be done in writing through the Lost/Stolen Card Notice duly supported by an Affidavit of Loss. All transactions made thru the use of the Card prior to the receipt of the written notice shall be conclusively binding on the Cardholder. The Cardholder undertakes to hold the Bank free from, and to reimburse for, any claim, liability, damages, and expenses to which may be put by reason of the dishonor of the above-mentioned lost/stolen Card pursuant to this written notice. A replacement Card may be issued for a fee for the account of the Cardholder.

#### 12.4 Requirements for reporting Lost/Stolen Cards:

12.4.1 Government-Issued Identification Card (i.e. Driver's License, SSS Card, TIN Card or Passport)

12.4.2 A duly notarized Affidavit of Loss/Non-receipt of Cash Card, executed by the Purchaser/Cardholder

#### 12.4.3 Date of Birth

#### 12.4.4 Information supplied by the Primary Account Owner

- 12.5 The Cardholder is responsible for reporting any damaged or defective Cards to the branch where it was purchased and if a Card is lost, captured, or stolen. If so, the Cardholder should fill out a Card Complaint Report Form (CCRF) and notify the Bank/branch within thirty (30) banking days from purchase date and from date of loss.
  - 12.6 The Cardholder is responsible for renewing the Card when it expires (see Validity/Expiry date on the face of the card). The Cardholder agrees that the Bank shall not be liable for any losses incurred from non-renewal of expired Cards.
  - 12.7 Once the Card has been used, the Cardholder may neither return the Card nor seek a refund of the cost of the Card.
  - 12.8 The Cardholder shall permit or use the Card only in stores or establishments where the VISA or BancNet logo is displayed.
  - 12.9 The Cardholders shall not allow other persons to use the Card. Allowing others to use the Card will mean allowing them to use the cash balance in the Card.
  - 12.10 Use of the Card for Point-of-Sale transactions may or may not require wet signature depending on the Merchant requirement to ensure validity of transactions. The Cardholder does not have the right to stop payment on or reverse any transaction originated by the use of the Card. If the Cardholder is entitled to a refund or rebate for a purchase made with the card, whether in whole or in part, the Cardholder agrees that he/she shall seek such a refund or rebate only from the Merchant and that he/she shall accept a refund or rebate in the manner offered by the Merchant. Moreover, any overpayment or underpayment in the use of the Card in buying goods or services from any authorized Merchant should be settled with the Merchant at the Point-of-Sale.
  - 12.11 The Cardholder is responsible for keeping track of the available cash balance and ensure that the Card has enough cash balance for the purchases he/she wants to make. CTBC BANK will not assume responsibility for the Cardholder's inability to use the Card due to insufficiency or absence of cash balance in the Card.
  - 12.12 Certain Merchants may require that the Card has a minimum cash balance for it to be used to purchase their products. The Cardholder agrees to comply with such minimum limits if so required by Merchants.
  - 12.13 The Merchants are responsible for all aspects of the goods and/or services they provide. In using their services and/or facilities, the Cardholder shall abide by their rules, regulations and terms and conditions. CTBC BANK does not bear any responsibility for the Merchants' goods and/or services and the Cardholder shall direct any inquiries relating to these matters to the appropriate Merchant.
  - 12.14 The Cardholder shall never use or allow anyone to use the Card for any illegal purposes.
  - 12.15 **Replacement of Card:** New Cards shall be issued for any of the following reasons: a) Card reported lost or stolen; b) tampered/mutilated Cards; c) forgotten PIN and d) expired. The Cardholder authorizes the Bank to charge him/her the processing fee for every replacement of the Card.
  - 12.16 The Cardholder should immediately report and notify the Bank in case of any irregularities/unauthorized/disputed transaction/s by submitting an email / written letter / form in any CTBC Bank branch or through the Bank's Customer Care Unit at 8840-1234 (Metro Manila); 1-800-10-8401234 (Toll-Free from other provinces through PLDT); [customercare@ctbcbank.com.ph](mailto:customercare@ctbcbank.com.ph) or at [www.ctbcbank.com.ph](http://www.ctbcbank.com.ph) within sixty (60) banking days from the date of transaction/s. Otherwise, the Bank will consider the transaction/s valid if failure to report within the specified reporting date. Any report on such transactions as duly received by the Bank within the stated period shall be subject to investigation and evaluation. The result of the investigation and evaluation by the Bank will determine whether or not the reporting Cardholder is entitled to a refund on such alleged/irregular/unauthorized/disputed transaction/s.
13. **Bank's Responsibility to the Cash Card Holders.** The Bank shall not be liable for any loss or damage of whatever nature in connection with transactions involving the Cardholder's use of the Cash Card, in any of the following instances: (i) disruption, failure or delay relating to or in connection with Cash Card transactions due to circumstances beyond the control of the Bank or fortuitous events such as, but not limited to prolonged power outages, breakdown in computers and communication facilities, typhoons, floods, public disturbances and calamities and other similar or related cases; (ii) fraudulent or unauthorized utilization of Cash Card due to theft or unauthorized disclosure of PIN/Username/Password or violation of other security measures with or without the Cardholder's participation and/or arising from Cardholder's negligence or out of authorized or unauthorized use of the Cash Card, including card skimming (i.e. illegal copying of information from the magnetic strip of a credit or debit card, like the Cash Card) and/or use of skimmed Cash Card; (iii) inaccurate, incomplete or delayed information received due to disruption or failure of any communication facilities used for the Cash Card; (iv) mechanical defect in or malfunction of the electronic device on which the Cash Card is used (i.e. ATM POS or other channels), failure and/or malfunction of any mechanical, electronic or other part, component system or network upon which the ATM or branch computer is critically dependent for normal and efficient operations; (v) non-crediting of any amount to the Cash Card due to over-crediting or as prescribed by any law, government rule or regulation; and/or (vi) improper or unauthorized use of the Cash Card's facilities and electronic devices (i.e. ATM, POS, etc); or recklessness or accident in connection with the use thereof. Further, the Bank shall not be liable for any indirect, incidental or consequential loss, loss of profit or damage that the Cardholder may suffer or has suffered by reason of the use or failure or inability to use the Cash Card under the terms and conditions herein. This provision shall survive the termination or suspension of the rights to use the Cash Card.
  14. **Blocked Cards.** Cards that are declared permanently blocked/ cancelled by the Cardholder cannot be unblocked/re-activated. The Cardholder will be issued with a new Card, subject to a replacement fee.
  15. **Defective/ Damaged Cards**
    - 15.1 The Cardholder may request for a Card replacement due to a defective/ damaged Card within fifteen (15) banking days from date of purchase.
    - 15.2 Defective/ Damaged Cash Cards shall be replaced at no cost to the Cardholder provided the damaged Card still has its full original value and has not been used by the Cardholder.
    - 15.3 In the event that the Card has already been used for any transaction, or has a present stored value, which is less than the original value, a replacement Card shall be issued with a stored value equal to the remaining balance of the damaged Card at a cost of the replacement Card fee.
  16. **Captured Cards.** Captured Card should be reported and claimed within two (2) banking days at the Bank/branch where the ATM is located. If unclaimed within two (2) banking days, the Cardholder may request for a replacement. This applies only to Cards named under the Cardholder. Cards named under a Corporate account should be replaced when Card is captured.
  17. **Force Majeure**

Use of the Card may be suspended as a result of any delay, loss or damage caused wholly or in part by any act of God, governmental acts, civil commotion, riots, strikes, war, fire, flood, explosions, acts of terrorism, mechanical failure, power failure, malfunction, interruption or inadequacy of equipment or installation, or by reason of any other act, matter or thing beyond the Issuer's reasonable control.
  18. **Personal Identification Number (PIN)**
    - 18.1 Withdrawal of funds from a Cash Card through the use of an ATM shall only be performed via entering the Personal Identification Number (PIN).
    - 18.2 In the event that the Primary Account Owner or the Cardholder forgets his/ her PIN, the Primary Account Owner may apply for a replacement Card. The requesting party must first surrender the old Card before a new Card can be issued.
    - 18.3 All relevant policies of the Bank pertaining to ATM and PIN Mailer shall apply.
  19. **Terms of Usage.** All existing Policies, Procedures, and Conditionalities governing the Bank's arrangement with the Primary Account Owner shall be enforced. Likewise, the Cardholder shall be bound by the Memorandum of Agreement executed between the Primary Account Owner and the Bank, unless the arrangement is terminated, in which case the Card will be treated as a Regular Cash Card and shall be subject to the terms and conditions of its use.
  20. **Other Agreements.** Transactions under this agreement shall likewise be subject to the Bank's rules and regulations pertaining to Deposit Accounts, Visa, ATM, the Bank's NetBanking/APIM Facility, insofar as they are applicable.
  21. **Insurance.** The Cash Card does not represent a deposit account, but funds credited or loaded to the Cash Card are bills payable of the Bank.

Cash Cards may only be redeemed at face value. It shall not earn interest nor rewards and other similar incentives convertible to cash, nor be purchased at a discount. Cash Card is not considered a deposit hence it is not insured with the Philippine Deposit Insurance Corporation.

*Ang Cash Card ay hindi nagbibigay ng interest, puntos o insentibo at ang halagang magagamit ay limitado lamang sa pondo na naka-load sa Card. Hindi rin maaaring bumili ng mas mababa sa halaga na nakalagay sa Cash Card. Hindi maaaring ipalit sa pera ang Cash Card at hindi ito isang deposito kung kaya hindi ito sakop ng Philippine Deposit Insurance Corporation.*
  22. **Compliance with Existing Laws**
    - 22.1 The Cardholder hereby warrants that his/her use of the Cash Card does not and will not violate any applicable provisions of the Anti-Money Laundering Law, its amendment, and other pertinent laws, government rules and regulations.
    - 22.2 The Cardholder hereby renders the Bank free and harmless from and shall indemnify the Bank any liability whatsoever that

may arise from the Cardholder's violation of any of these terms and conditions, law, rules, or regulations in using the Card.

22.3 The Card shall be subject to amendment resulting from any changes in laws and regulations related to the product.

- 23. Indemnification.** The Primary Account Owner and Cardholder agree to indemnify and hold CTBC BANK free and harmless from and against any cost, loss, expense or liability incurred by or as a consequence of the improper, fraudulent or illegal use of the Card, such as tampering, usage of the Card by unauthorized person and other similar or analogous circumstances.

CTBC BANK shall not be liable for any loss or damage of whatever nature in connection with transactions involving the Cardholder's use of the Card, resulting in loss or damage which the Cardholder may suffer arising out of any fraudulent or unauthorized utilization of the Card due to theft or unauthorized disclosure of PIN/Username/Password or violation of other security measures with or without the Cardholder's participation and/or arising out of authorized/unauthorized use of the Card, and/or loss or damage arising out of compromised account, card skimming (i.e. illegal copying of information from the magnetic strip or a credit or debit Card, like the Cash Card) and use of skimmed Card.

- 24. Amendments.** The Bank reserves the right to amend or modify from time to time the existing policies and procedures in accordance with any changes in the laws or regulations governing the product. Cardholder agrees to be bound by such amendment or modification.

- 25. Changes in these Terms and Conditions of Issue.** The Bank may amend these conditions of issue by posting notices of changes in its corporate website. These change(s) shall take effect on a date specified on the notice.

- 26. Governing Law.** The laws of the Republic of the Philippines shall govern these conditions of issue.

- 27. Customer Care.** For complaints and clarification regarding the Cash Card, the Cardholder may contact the following:

27.1 CTBC BANK's Customer Care Unit: (+63) 2 8840-1234 (Metro Manila); 1-800-10-8401234 (Toll-Free from other provinces through PLDT); [customercare@ctcbank.com.ph](mailto:customercare@ctcbank.com.ph)

27.2 BSP Financial Consumer Protection Department: (02) 8708-7087; [consumeraffairs@bsp.gov.ph](mailto:consumeraffairs@bsp.gov.ph); <https://www.bsp.gov.ph>

*Para sa komento, daing o reklamo at mga karagdagang katanungan patungkol sa Cash Card, ang Cardholder ay maaaring makipag-uugnayan at tumawag sa sumusunod.*

27.1 CTBC Bank Customer Care Unit: (+63) 2 8840-1234 (Metro Manila); 1-800-10-840-1234 (Toll-Free from other provinces through PLDT); [customercare@ctcbank.com.ph](mailto:customercare@ctcbank.com.ph)

27.2 BSP Financial Consumer Protection Department: (02) 8708-7087; [consumeraffairs@bsp.gov.ph](mailto:consumeraffairs@bsp.gov.ph); <https://www.bsp.gov.ph>

## C. TERMS AND CONDITIONS FOR THE USE OF THE ATM FACILITY

The following terms and conditions, in addition to the foregoing, shall apply with regard to the use of the ATM facility.

- 1. Card Issuance, Ownership and Responsibilities.** Card is issued by the Bank and shall remain the property of the Bank and may be cancelled or retained or caused to be surrendered by the Bank anytime at the Bank's sole and absolute discretion for any reason whatsoever and without prior notice to the Cardholder. The Card is not transferable and is for the exclusive use of the Cardholder. The Cardholder shall have, in all circumstances full responsibility for all transactions made by the use of the Card with or without his knowledge or authority, and shall have, the Bank's record of transactions as conclusive and binding for all purposes. The Cardholder agrees to waive any and all rights against the Bank in connection thereto. Further, the Cardholder shall not hold the Bank liable in any way of any loss, damage or injury arising from the use of the Card howsoever caused by any mechanical effect in or malfunction of the ATM or by the Card not being honored including but not limited to any fraudulent or unauthorized use of the Card by another person. The Cardholder agrees that the use of the Card is at his own risk and shall assume all risks, errors, omissions, and delays incidental to or arising out of the use of the Card. Retention of the Card constitute acceptance of the terms and conditions and subsequent amendments thereof.
- 2. Personal Identification Number (PIN).** PIN refers to the 4-digit Personal Identification Number issued to or selected by the Cardholder under these Terms and Conditions in order that the Card may be used at the proper ATMs. The PIN may be changed by the Cardholder at any CTBC BANK ATMs subject to conditions, which may be imposed by the Bank and after validation by the Bank's system. The Cardholder acknowledges that the PIN is for his exclusive use and is strictly confidential and shall at no time and under any circumstances be disclosed to any person. The Cardholder shall in all circumstances have full responsibility for all transactions arising out of the use of the Card and PIN whether or not transacted with his knowledge or authority.
- 3. Usage of the Card.** The Cardholder expressly agrees that the use of the Card is at his/her own risk and he/she shall assume all risk or

delays incidental to or arising out of the use of the Card. The Cardholder, therefore, accepts the Bank's record of these transactions as conclusive and binding upon him in all aspects. The Cardholder shall not hold CTBC BANK liable for any loss, injury or damage of whatever cause that the Cardholder/Depositor may incur by reason of mechanical defect or malfunction of the ATM or by the Card not being honored, or as a consequence of the improper, fraudulent or illegal use of the Card.

- 4. Withdrawal Limits and Restrictions.** The Cardholder shall be fully liable to the Bank for all cash withdrawals made with the PIN and all changes imposed in relation thereto, regardless of whether such withdrawals were made with or without the knowledge or authorization of the Cardholder. The Cardholder shall be liable for withdrawals made in excess of the available balance together with the corresponding interests and penalties thereon. The Cardholder hereby authorizes CTBC BANK to charge the Card Account the amount of any withdrawal in accordance with the Bank's records. The Bank reserves the right, at its sole discretion, to impose a limit on the amount that can be withdrawn through, and the number of the withdrawal access to the ATM regardless of the sufficiency of balance of the Cardholder's deposit accounts. Such limit shall be indicated in notices posted in the premises where the ATM is located. The withdrawal amount entered by the Cardholder unless rejected by the System for insufficiency of funds or for account balance "held" shall be automatically debited to the Cardholder's account and shall be considered correct and final. The Cardholder shall hold the Bank free and harmless from the liability or damage that may arise from any claim which does not agree/conform with the result(s) of the journal verification and the cash reconciliation.

- 5. Bills Payment.** When accepting Bills Payment, the Bank merely acts as a conduit of the Cardholder and the Payee of the bill. As such, the Bank shall not be answerable for discrepancies committed by the Cardholder nor shall the Bank be held liable for any action, which may arise, between the Payee and the Cardholder. The Cardholder further agrees to bind himself and undertake to indemnify and free the Bank from any and all losses, claims and damages, liabilities, fees, expenses etc. arising from the acceptance of bills payments thru the ATM.

- 6. Service Charges.** The Bank reserves the right to impose a fee for the Card, new service and maintenance charges and change the existing charges within the limits allowed by the law. The Cardholder authorizes the Bank to debit his/her account for said charges and/or fees.

- 7. Retention of Card.** The Bank shall cause the retention of the Card by the machine for any of the following reasons: a) when the Bank has terminated the deposit account(s) or this ATM Service Agreement with the Cardholder; b) when the Card has been reported lost or stolen; c) when the Card is damaged. Except for reasons (a) and (c) above, the Bank may reissue the same Card to the Cardholder if he/she so requests, subject to the conditions the Bank may then impose, if any.

## D. LIMITATION OF LIABILITY/ES

Subject to the above Terms and Conditions, if CTBC BANK is found liable for any act or omission for any reason whatsoever, CTBC BANK shall not be liable to the Cardholder for any indirect, special or consequential loss or damages arising in any way out of the use of CTBC BANK Cash Card.

## E. RELATED LAW

The Cardholder understands and gives consent to the Bank that these terms and conditions for the Cash Card shall form part of the records of the Bank which shall be made available for inspection and/or examination by the appropriate department heads and examiners of the supervising and/or examining departments of the Bangko Sentral ng Pilipinas (BSP), Anti-Money Laundering Council (AMLC), Bureau of Internal Revenue (BIR) and other regulatory and law enforcement agencies for their mandated functions. Accordingly, the Cardholder gives his/her/its consent and authorizes the Bank to inquire into and disclose his/her/its bank deposits and investments with the Bank covered by RA1405 or "An Act prohibiting disclosure of or inquiry into, deposits with any banking institution and providing penalty therefore, RA 6426 or "An Act Instituting a Foreign Currency Deposit System in the Philippines and other purposes", the General Banking Law of 2000, RA 7653 or "The New Central Bank Act", RA 10173 or Data Privacy Act, and RA 9510 or "Credit Information System Act" and Foreign Account Tax Compliance Act (FATCA), and such amendatory laws, and under other relevant laws, rules and regulations. The Cardholder agrees to indemnify and hold Bank and its Directors, Officers, Shareholders, Employees and Representatives against any and all liabilities, claims, assessments penalties, costs and expenses of any kind whatsoever, that may be imposed and/or incurred by Cardholder relative to, or in connection with the disclosure of such information, documents and/or records, and the consent herein granted."

## F. NOTIFICATIONS

The Cardholder agrees and authorizes the Bank to send his/her mobile number/s and/or email address/es which are indicated in the



application forms, bank records and/or those disclosed by the Cardholder through the Bank's Customer Care Unit or any of its accredited Service Providers, text messages and/or email notifications involving but not limited to the following: (i) Bank promos, services and other advertisements; (ii) additional terms and conditions of Cash Cards; (iii) other Bank products.

The Cardholder releases, remises and forever discharges the Bank, its managers, agents and employees and each and all of them and from any and all manner of actions, suits, sums of money, claims, damage or liability and/or demands whatsoever arising from the sending of and the Cardholder's receipt of text messages and email notifications from the Bank and/or its Service Providers. The Cardholder further gives consent and authorization to any and all of his/her rights and causes of action under RA 10173 otherwise known as the Data Privacy Act of 2012 and its amendments.

**Data Privacy Notice and Consent.** The Cardholder understands that the BANK is committed to continuously improve its products and services and pursue its business plans. To achieve these, and to be able to perform its contractual obligations and comply with applicable law/s and/or regulatory issuance/s, the BANK shall have to disclose and to make available to its affiliates, counterparties, service providers, and relevant third parties wherever situated, on a confidential basis any information pertaining to the Cardholder's banking relationship with the BANK such as but not limited to deposit/s, investment/s, loan/s, service/s, broker customer account/s, and product/s including information that the Cardholder had provided and may hereafter provide in connection with the abovementioned banking relationship, and other information relating to the Cardholder and other persons, whose Personal Data were provided by the Cardholder, such as but not limited to the Cardholder's relative/s, partner/s, and beneficiary/ies (singly or collectively, "Cardholder's Contacts") and such information which the BANK may have directly or indirectly gathered and may hereafter gather through its own verification and validation, through the public domain, and/or through other legally permissible methods and means. The Cardholder hereby agrees, consents, and authorizes the BANK or any of its agents to collect, use, disclose, transfer, store, obtain, record, share, update, modify, monitor, and/or process (collectively, "Process/Processing") the Cardholder's confidential information, personal information, and sensitive personal information, as defined under RA 10173 "The Data Privacy Act of 2012" and its implementing rules and regulations and any of its amendments, as well as other laws relevant to the confidentiality of bank deposits and investments, and data privacy and protection (collectively, "Personal Data"), whether manually or in electronic or digital form, in relation to any and all Personal Data the Cardholder provided in the BANK's forms and/or documents such as application forms, account opening forms, loan documents, written or electronic communications, and/or otherwise possessed, or collected or gathered by the BANK through its own verification and validation, through the public domain, and/or through other legally permissible methods and means, for one or more of the purposes, which in summary includes but are not limited to the following: (a) processing of application for various services and products of the BANK as well as services and products of its business partners ("third parties"); (b) administering and/or managing relationship and/or account/s with the BANK; and (c) providing marketing, advertising, and promotional information of various products/services that the BANK, its business partners, and related companies may offer ("Marketing purpose") through short messages, voice/telephone or mobile calls, email messages, fax messages, and/or postal mail; (d) such agreement, consent, and authority to disclose and provide such Personal Data shall include the following Recipients and Purposes: (i) the BANK's accredited service providers, the BANK's affiliates, including its Parent Bank, counterparties, and other third parties whether situated within or outside the Philippines for purposes of servicing the needs of the Cardholder, and/or to enable the BANK to perform its contractual obligations. (ii) regulatory authorities situated within or outside the Philippines which disclosure may be necessary or incidental to the conduct of business by the BANK, its Parent Bank, BANK's affiliates, and/or service providers, and/or counterparties; (iii) such other Recipients now existing and may hereafter exist, for the purpose of servicing the requirements of the Cardholder and/or to enable the BANK and/or its Parent Bank, its affiliates, counterparties, and/or service providers, whether these recipients are located within or outside the Philippines, to conduct their businesses, perform their contractual obligations, and/or comply with regulatory requirements (collectively the "Purposes", and the "Recipients"). Accordingly, the Cardholder hereby gives his/her/their consent and authority to disclose to the Recipients and for the Purposes, any and all Personal Data pertaining to the Cardholder's existing and future deposits, investments, and transactions with the BANK, which Personal Data may be referred to as confidential and/or disclosures of which are generally prohibited under the relevant secrecy laws, including but not limited to RA 1405 or "An Act Prohibiting Disclosure of or Inquiry into, Deposits With Any Banking Institution and Providing Penalty Therefore", RA 6426 or "An Act Instituting a Foreign Currency Deposit System in the Philippines, and for Other Purposes", the General Banking Law of 2000, RA 7653 or "The New Central Bank Act", and RA 9510 or "Credit Information System Act", RA 10173

"The Data Privacy Act of 2012" and such amendatory laws, and under other relevant laws, rules, and regulations. The Cardholder also acknowledges that he/she/they is/are aware that he/she/they and his/her/their Contacts are entitled to certain rights in relation to the Personal Data that may be collected from him/her/them (and by him/her/them from his/her/their Contacts), including the right to access, correction, and to object to the processing, as well as the right to lodge a complaint before the National Privacy Commission in case of violation of his/her/their rights and his/her/their Contacts' rights as data subject. The Cardholder warrants that he/she/they has/have obtained the Consent of his/her/their Contacts for the Processing of their Personal Data for the above Purposes and disclosure to the Recipients. Furthermore, if Cardholder has any feedback or inquiries relating to his/hers/their/its Personal Data, the Cardholder may send an email to [dataprivacyofficer@ctcbank.com.ph](mailto:dataprivacyofficer@ctcbank.com.ph). The Cardholder undertakes to immediately inform the BANK should he/she/they has/have any updates or changes on his/her/their Personal Data through the branch of account or contact the BANK's Customer Care Unit at (+63) 2 8840-1234 (Metro Manila); 1-800-10-8401234 (Toll-Free from other provinces through PLDT); [customerare@ctcbank.com.ph](mailto:customerare@ctcbank.com.ph). The consent and authority herein given shall apply to such updates and/or changes in the Personal Data. The Cardholder understands that if he/she/they do not promptly provide Personal Data which the BANK reasonably requested, or withdraw any consent to Personal Data which the BANK is required to process, store, update, disclose, or transfer for the above Purposes and recipients, the BANK has the option and hereby reserves the right not to pursue its relationship with the Cardholder without any liability to the Cardholder nor to any third party. The Cardholder hereby agrees and acknowledges that the above consent shall remain valid, and that the Personal Data will be retained in the Company's records upon opening of the Account and until ten (10) years after closing of the Account or last transaction involving the Account, or termination of his/her/its relationship with the BANK in whatever manner, unless such consent is otherwise revoked in writing, whichever comes earlier. However, if the Account becomes subject of investigation or litigation in court, or administrative body or regulatory agency, the ten (10) year period shall be reckoned from the date of finality of judgment of the court or of the administrative or regulatory agency. The Cardholder agrees that the Personal Data will be deleted/destroyed by the BANK after this period in accordance with applicable laws and regulations. The Cardholder agrees that the BANK shall not be liable to him/her, and that he/she shall save the BANK free and harmless from, and indemnify and reimburse the BANK and its Directors, Officers, Shareholders, Employees, and Representatives for any and liabilities, claims, assessment penalties, costs, and expenses of any kind whatsoever, that may be imposed and/or incurred by the Cardholder relative to, or in connection with the consent and authority to Process, and/or to the disclosure of such Personal Data including those of the Cardholder's Contacts, documents, and/or records for the Purposes and to the Recipients and such other persons and entities in connection with the account, and in connection with any discontinuance of the relationship between the Cardholder and the BANK regardless of which party initiated such discontinuance.

- G. Amendments** – CTBC BANK may, at any time and for whatever reason it may deem proper, amend, revise, or modify these Terms and Conditions and any such amendment shall be binding upon the Cardholder upon notice (by publication, or other means of communication, electronic or otherwise) at least thirty (30) calendar days before any amendments/changes to the terms and conditions may take effect.

If the Cardholder objects or is not amenable to any such amendments, revisions or modifications, the Cardholder agrees to terminate the use of the Cash Card within ninety (90) calendar days from notice of the amendment, revision, or modification. Failure of the Cardholder to notify CTBC BANK of his/her intention to terminate the use of the Cash Card within the prescribed period shall be construed as acceptance by the Cardholder of the amendments to these Terms and Conditions.

CARDHOLDER'S / BUYER'S SIGNATURE  
ABOVE PRINTED NAME

