



DBP ATM CARD TERMS AND CONDITIONS

The following terms and conditions ("Terms & Conditions") shall govern the issuance and use of the Card. By applying for and using the Card, the Cardholder hereby agrees as follows:

Definitions. As used herein, unless otherwise specified:

1. **"Account/s"** shall mean current and/or savings deposit account/s (single or multiple) opened and maintained by the Cardholder with DBP, and with respect to which, the Card is issued/linked.
2. **"ATM Network Participant/s"** shall mean banks and other financial institutions who are, or in the future be, members or affiliates of BancNet, BancNet/Visa affiliated banks or such other ATM networks or affiliations that will allow DBP ATM Cards in their ATM systems and facilities.
3. **"Card"** shall mean DBP ATM Debit Card/Prepaid Cards, and such other ATM Cards that may be issued or acquired by DBP in the future.
4. **"Cardholder"** shall mean the person who maintains current/savings deposit account/s with DBP and in whose name, the Card is issued.
5. **"Card Security Code"** shall mean the three (3) digit number at the back of a BancNet or Visa issued Card and is used to make purchases online.
6. **"PIN" / "Personal Identification Number"** shall mean a personalized digit code used to access the ATM and make ATM/POS transactions.

Card Usage/Ownership. The Card is for the exclusive use of the Cardholder and is not transferable. The Card may be linked to a Savings or Checking Account, or can be Both Accounts, if and only if the accounts are owned by the same cardholder and maintained at the same Branch of Account. The Card shall be used only for lawful banking and other transactions allowed by DBP with respect to the Account (i.e. Automated Teller Machine ["ATM"] transactions, Point of Sale ["POS"] debit/purchase transactions, payments at Online/Web Merchants). It may be used on DBP's and/or ATM Network Participants' ATMs, cash dispensers, POS terminal networks, payment page of Online/Web Merchants and/or other electronic devices. The Cardholder agrees to sign the Card immediately upon receipt thereof and to keep the Card in a secure and safe place. The Card is the property of DBP and DBP may, at any time, without prior notice and without the need to give any reason, therefore, terminate the use of, cancel, repossess or decline to issue, renew or replace the Card. DBP may cause the ATM to retain the Card automatically or suspend any services at any time without notice to the Cardholder. The Cardholder agrees to return the Card to DBP upon the latter's request. The card is valid for five (5) years from card issuance and shall be subject to replacement initiated by the cardholder upon expiry.

1. Card Activation/Authentication Process.

- A. To activate the Card, the Cardholder is required to insert the card in the designated card slot of any DBP ATM Terminal, input the Temporary PIN provided and perform a PIN Change using his/her self-nominated (6-digits) PIN combinations. The Cardholder agrees and undertakes to comply with the following authentication procedures, as may be amended or supplemented by DBP from time to time:
 - i. For ATM transactions -- Insert Card and Enter PIN
 - ii. For POS transactions -- Swipe/Insert Card and Enter PIN, or Sign transaction draft/invoice (depending on amount)
 - iii. For Internet/Online Payment transactions -- Enter Card Number and provide required information.
- B. The PIN is strictly confidential and should not be disclosed, given to or made available for use by any other person under any circumstances, including DBP. Withdrawal, transfer, deposit, payment of funds, and any other transactions entailing the use of the Card shall in all circumstances and at all times, whether with or without the Cardholder's authorization, be conclusively binding upon the Cardholder.

- C. DBP shall have no liability whatsoever for any loss or damage incurred by the Cardholder arising from any breach of or non-compliance with the provisions of Sections 1.A and 1.B hereof.

2. Card Transactions

- A. Deposits to the Account made through the use of the Card shall be credited to the Account only after verification by DBP - the date of which may or may not be the same as the date when the deposit was actually made. The amount verified by DBP shall be conclusively and irrefutably deemed to be the correct amount deposited by the Cardholder to his/her Account.
- B. The receipt which is electronically generated at the time the deposit is made prima facie represents the amount deposited to the Account and shall not bind DBP until verified as true and correct by DBP.
- C. In accepting transactions of Cardholders with third parties, the use of the Card through the ATM (such as bills payments, POS purchases, airtime reloads and the like), DBP merely serves as a conduit between the Cardholder and the payee and DBP 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.
- D. The Cardholder accepts full responsibility for all transactions made with the use of the Card [with or without his/her knowledge or authority, with or without his/her signature or PIN]. All transactions using the Card shall be deemed by DBP 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 DBP's record of transactions as conclusive and binding for all purposes in the absence of manifest error. The Cardholder further agrees to waive any and all rights and remedies against DBP in connection therewith.

3. Card Transactions

Cardholder's Responsibilities. In order to help ensure security in Card transactions and personal information, the Cardholder agrees to strictly comply with the following security measures, as may be amended or supplemented by DBP from time to time:

- Sign on the signature panel at the back of the card.
- Nominate a Personal Identification Number (PIN) as soon as Card is received.
- Do not use birth date as PIN.
- Keep Card Number, PIN and Card Security Code confidential.
- Regularly change PIN especially when using the Card at other bank's ATM, local or abroad.
- Transact only in well-lighted or safe areas with ATM.
- Do not entertain strangers offering assistance while using an ATM.
- Keep eyes on the Card when paying for purchases.
- Update contact information with the Branch of Account.

4. Cardholder Information and Consent.

Cardholder authorizes DBP, its subsidiaries and affiliates (Related Companies), and their respective officers and employees, to do any one or all of the following:

- A. Release, disclose, submit, share, or exchange any Cardholder and/or Account information and reports as they may deem fit or necessary and for lawful purposes, including but not limited to consumer reporting or reference agencies, government regulatory agencies, and to other banks, creditors, financial institutions, loyalty program partners, merchant partners or service providers;
- B. Release, disclose, submit, share or exchange any Cardholder information and/or Account Information to DBP's Remittance Tie-ups, Partners, Agents,

DBP ATM CARD TERMS AND CONDITIONS



We Build Possibilities.®

Subsidiaries (local and/or foreign) in connection with remittance transactions involving the Cardholder and/or his Account; and

C. Use or share with third parties the information Cardholder has provided and/or information derived from external sources for conducting internal marketing studies, surveys, marketing activities or promotional offers of DBP, its Related Companies, merchant partners, and/or to develop and make offers which Cardholders may receive through email or thru other means of communication.

5. For the above purposes, Cardholder hereby waives his confidentiality rights under the relevant bank secrecy laws such as but not limited to Republic Act Nos. 1405, 6426, 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) and hereby agrees to indemnify and keep DBP and Related Entities, 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 release and disclosure of the Cardholder information and/or Account information as set out above. The disclosure consent herein granted by Cardholder shall continue to be valid and effective unless and until a written notice of revocation by Cardholder is duly served upon DBP and its Related Entities.

6. **Indemnification/Liability Limitation.** In addition to other non-liability/indemnification provisions in favor of DBP, the Cardholder hereby agrees to indemnify and render DBP 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 Card and the transactions made with the use of the Card, in the following instances:

A. Disruption, failure, or delay relating to or in connection with the use of the Card which is due to circumstances beyond the control of DBP, fortuitous events such as but not limited to prolonged power outages, breakdown in computers and communication facilities, computer-related errors, typhoons, floods, public disturbances, and calamities and other similar or related cases;

B. Fraudulent or unauthorized utilization of the 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;

C. Inaccurate, incomplete, or delayed information received by DBP due to disruption or failure of any communication facilities or electronic device used for the Card;

D. Mechanical defect in or malfunction of the electronic device on which the Card is used (i.e., ATM, POS, etc.); the Card not being honored or being declined; any delay in the crediting of 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; and/or

E. Improper and unauthorized use of the Card's facilities and electronic devices (i.e., ATM, POS, etc.); or recklessness or accident in connection with the use thereof.

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

7. **Liability Limitation.** DBP's entire liability for loss or damage (if any) in connection with Card use shall be limited to the amount of transaction or the actual damage or loss incurred, whichever is the lesser. DBP shall not be liable for any special,

consequential, or indirect damage suffered by the Cardholder from the use of the Card even if DBP has been advised of the possibility thereof. This provision shall survive the termination or suspension of the right to use the Card. Cardholder likewise agrees to hold the Bank, and their respective directors, officers, employees, authorized representatives, agents, service providers, and assigns, free and harmless from and against any and all liabilities, causes of action or suits of whatever kind and nature, claims, disputes, losses, damages, costs, fees, and expenses that may arise as a result of or in connection with the use of the Card including all withdrawals, purchases, and/or transactions made or incurred using the Card.

8. **Lost/Stolen/Compromised Cards.** In the event the Card is lost or stolen, the Cardholder agrees to immediately report the same by calling DBP Customer Contact Center - (632) 8818-9511 press "1" for card concerns - or other tel. nos. that may be made available by DBP or the Branch of Account. The Cardholder shall likewise immediately file an affidavit of loss (in DBP prescribed form) personally with the Branch of Account (where the account is maintained). If the loss or theft of the Card occurred on a Saturday, Sunday, legal holiday or on a day or time when DBP is otherwise closed for business, the report must be made within the next banking day. Prior to receipt by DBP of Cardholder's report of loss or theft, all transactions generated by the use of the Card shall be deemed conclusively binding upon the Cardholder and DBP will not be held liable for any loss or damage incurred by the Cardholder.

In case of a compromised Card, where DBP receives information that the Card number, Card name, Card expiry date have been obtained by an unauthorized source/party, DBP shall tag the Card as "Temporarily Suspended" to prevent its unauthorized use, and DBP shall immediately notify Cardholder of the situation and issue a new Card for the Cardholder.

9. **Unclaimed/Captured Cards.** All Unclaimed Cards shall be Tagged as Temporary Suspended with a caption of "Unclaimed cards after 90 days" in the Bank's system. The card shall be destroyed and shredded after a period of ninety (90) calendar days or three (3) months from the date of receipt by the DBP Branch where the Cards could have been claimed. Captured Cards retrieved from the ATM by DBP shall be destroyed after three (3) days.

10. **Reporting of ATM Crimes.** The Cardholder is encouraged to report occurrences of ATM crimes (e.g. robbery, vandalism) to DBP by calling DBP Customer Contact Center - (632) 8818-9511 press "1" for card concerns - or other tel. nos. that may be made available by DBP or the Branch of Account. In case the Card and/or the Account is suspected by DBP 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 DBP 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.

11. **ATM/POS/Online/Web Merchants Network.** The Cardholder understands that the Card may be used in ATMs/POS terminals of DBP and the ATM Network Participants and Online/Web Merchants. The Cardholder agrees that DBP does not have control over the ATM Network Participants through which the Cardholder may access the Account, their ATMs, their procedures, or controls data/information processing. Hence, DBP 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 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, or (ii) unauthorized or fraudulent access or utilization of the Card or any ATM service. The Cardholder understands and agrees that transactions coursed through any of these networks shall be subject to transaction fees as determined by DBP and the ATM Network Participants and Online/Web Merchants through which the transactions are coursed.

12. **Access to ATM/POS/Online/Web Merchants located outside the Philippines.** DBP Cards bearing the BancNet/Visa logo can be used to make withdrawals/payment transactions at BancNet/Visa ATMs/POS/Online/Web Merchants located at 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 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 Card shall be in the currency allowed by the 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 that institution. 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 as determined by DBP and the international network through which the transaction was coursed. Such transaction fees shall be subject to the exchange rate prevailing at the time of the transaction.. Applicable foreign exchange mark-up rate is also applied to cover service fee and assessment fees charged by BancNet/Visa.

13. **Accredited Establishments.** DBP has an agreement with BancNet/VISA whereby the Card bearing the BancNet/VISA label shall be honored at all BancNet/VISA accredited establishments worldwide at all times. However, DBP shall not be liable to the Cardholder if, for any reason, such BancNet/VISA accredited establishment does not honor the Card. The Cardholder agrees to hold DBP free and harmless from any and all claims or liabilities as a result of the refusal of any BancNet/VISA accredited establishment to honor the Card. Moreover, the Cardholder shall not hold DBP responsible for any defective product or service purchased through the use of the Card or for any dispute between the Cardholder and the establishment.

14. **Limitations.** The Cardholder agrees not to use the Card 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 Cardholder agrees and warrants that the proceeds of 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.

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 DBP of any change in his address, as well as other data previously indicated in this application form. Until DBP is notified of such change, it will continue to use the information and data on file with it.

16. **Fees and Charges**

A. DBP may, from time to time, upon giving notice, impose fees and charges for the use of the Card. The Cardholder hereby authorizes DBP to debit his/her Account or any other Account which the Cardholder maintains with DBP, for the amount of such fees and charges without need of further notice, demand, act or deed without incurring any liability therefor or as a result thereof. If at any time there are insufficient funds in the said Account/s to cover fees and

charges, DBP may suspend or terminate the use of the Card without DBP incurring any liability as a result thereof.

- B. Any and all taxes arising from payment of fees and charges hereunder shall be for the account of the Cardholder without incurring any liability therefor or as a result thereof.

17. Termination/Suspension of Card Use

- A. The Cardholder may request DBP to terminate or suspend its use of the Card by calling DBP Customer Contact Center, or by visiting the Branch of Account to make such request. DBP shall, on a best-efforts basis and to the extent practicable, immediately effect the requested cancellation or termination. The Cardholder shall remain responsible for any transactions made on the Account/s until the time of termination or suspension of the use of the Card.
- B. DBP may terminate or suspend the Cardholder's use of the Card at any time, with or without notice if:
- The Cardholder has breached these Terms and Conditions;
 - DBP 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;
 - If in DBP's reasonable opinion, the Cardholder's Account/s is/are being mishandled as determined pursuant to DBP's existing policies and procedures, or if the Account/s or the Card is being used for any unlawful or illegal activity or transaction;
 - In case of closure, termination, suspension, garnishment, hold-out or other similar restrictions on the Account/s; or
 - DBP considers that there exists other reasonable grounds to do so.
 - Any and all accrued but unpaid obligations of the Cardholder to DBP 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. **Undertaking.** 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 DBP") to Cardholder's Account/s as appearing in the records/books of DBP, and for whatever cause such as but not limited to systems error, error in communications facilities, Cardholder hereby agrees and undertakes to immediately return to DBP the Amount/s Due to DBP without need of notice or demand, plus any and all expenses, costs and damages which DBP may have incurred, including penalty interest at DBP's then prevailing loan rate based on the Amount's Due to DBP, in connection with the enforcement of DBP's right to recover and collect the Amount/s Due to DBP. For this purpose, Cardholder irrevocably authorizes DBP/its representatives to effect the debiting of funds from Account/s to the extent of the Amount/s Due to DBP, without need of further act and deed, and without DBP/its representatives incurring any liability as a consequence thereof. This is without prejudice to the exercise by DBP of its right to enforce full recovery and collection of the Amount/s Due to DBP, 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 DBP of the legal remedies to which DBP may be entitled to under the law and this Agreement, including but not limited to immediate cancellation or suspension of the relevant Account/s, civil, criminal, and/or administrative remedies. Pending full recovery or collection by DBP of the Amount/s Due to DBP, the Cardholder shall hold the said amount in trust for DBP. Failure of Cardholder to account for and return the Amount/s Due to DBP shall give rise to a prima facie presumption of misappropriation or conversion with intent to defraud, on the part of Cardholder.

19. **Cardholder Complaint.** Any complaint regarding the Card, the Account, and/or transactions using the Card shall be communicated to Branch of Account or call DBP Cardholder Hotline - (632) 8818-9511 press "1" for card concerns.
20. **Amendments/Revisions.** The Cardholder agrees that DBP shall have the right to add, revise, or amend, in whole or in part, these Terms & Conditions, and the features and functionalities of the 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 DBP or by any other means of publication or communication as determined by DBP.
21. **Terms and Conditions Governing Deposit Accounts.** These Terms & Conditions shall supersede and prevail upon the DBP ATM provisions found in the Terms and Conditions Governing Deposit Accounts. All the other provisions under the Terms and Conditions Governing Deposit Account shall remain to be effective.

Development Bank of the Philippines

Sen. Gil J. Puyat Avenue corner Makati Avenue, Makati City

E-mail: customerservice@dbp.ph

Tel. No.: (02) 8-683-8324



A proud member of
BancNet

Deposits are insured by PDIC
up to P500,000 per depositor

The Development Bank of the Philippines (DBP) is regulated by the Bangko Sentral ng Pilipinas (BSP). For inquiries and complaints, please visit your branch of account, e-mail customerservice@dbp.ph or contact the BSP Financial Consumer Protection Department at (02) 8708-7087; BSP Webchat - <http://www.bsp.gov.ph/>; SMS: 021582277 (for Globe subscribers only); BSP Facebook - <https://www.facebook.com/BangkoSentralngPilipinas/>