

GLOBAL FILIPINO CARD

TERMS AND CONDITIONS

1. THE CARD

The PNB Global Filipino Card ("Card") is an electronic stored value card issued to you, the cardholder, by Philippine National Bank ("we", "our" or "us"). The Card remains our property. This is not classified as a deposit product, therefore is not insured by the Philippine Deposit Insurance Corporation (PDIC). This can be used for personal purposes only and is non-transferable. The Card is valid from date of issuance, unless cancelled pursuant to the conditions set forth below.

Please properly sign on the back of your Card upon receipt.

The Card can be used for personal and legitimate transactions and not for "Unacceptable Transactions" such as gambling or games of chance and transactions whose cause, object or purpose that is contrary to law, morals, good customs, public order or public policy. If we determine that the Card has been or is being used for Unacceptable Transactions or non-personal transactions, we may take any legal action in connection with the Card and/or the Card transaction, including the cancellation of your Card.

We may, without giving any reason or prior notice:

- Decline any Card transaction even if you have sufficient credit balances;
- Suspend or cancel your Card privileges, the Card, or both;
- Refuse to reissue or replace your Card;
- Introduce, amend, restrict, terminate, or withdraw your Card benefits, services, facilities and privileges, whether relating specifically to you or generally to all or to specific cardholders;
- Limit the number of purchases, online transactions

In case we detect any unusual or suspicious activity on your Card, we may require you to contact us or may temporarily suspend your Card privileges until we are able to verify the activity. We may also suspend or cancel your Card if we have reason to believe that the Card may be or may have been used fraudulently, or for Unacceptable Transactions or void or illegal transactions, or may be in the possession of an unauthorized person. We may, but do not have the obligation to inform you prior to the suspension or cancellation of the Card. Please note that continued use of the Card in case of closure or cancellation or non-reissuance of the Card is deemed as fraudulent.

The Card shall be cancelled prior to expiry date upon occurrence of any of the following events:

- The Card is surrendered to PNB by the Cardholder;
- GFC is lost or damaged where the Cardholder opted to not replace the lost or damaged card;
- PNB determined that Card was fraudulently issued, stolen or tampered with;
- Cancellation of Card as determined by PNB;

You agree to hold us free and harmless from any loss or damage that you may experience due to any of the actions we take as listed above.

2. CARDHOLDER

The Cardholder is the recognized owner and authorized user of the Card issued by PNB and as evidenced by the authorized signature affixed at the back of the Card.

3. CARD VALUE

The Card Value is the initial monetary value remitted to the Card or the remaining value in the Card at a given time. The Card shall be used as a means of payment for goods and services accredited by PNB. During such payments, the Card Value shall be reduced by the payment amount and applicable service fees. The Card Value may only be redeemed at face value. It shall not earn interest, rewards and incentives are not convertible to cash and cannot be purchased at a discount. PNB shall not be liable for any defects in the goods purchased thru the Card or for any other disputes concerning the goods purchased and/or services availed thru the use of the Card.

4. FEATURES

Your Card has the following features, but not limited to:

- No initial deposit requirement;
- Zero maintaining balance;
- Funds may be accessed 24/7 via BancNet, MegaLink, ExpressNet ATMs nationwide;
- With debit card capability that allows you to pay purchases using Bancnet or Mastercard terminals, whichever is applicable; and
- Aggregate monthly load limit of Php100,000 or its equivalent in foreign currency;

Features and benefits may be subject to change.

5. CARD RELOAD / LOADING

The Card can be loaded with additional value from overseas via:

- Over-the-counter remittance in PNB remittance offices, accredited agents, tie-ups
- Phone Remit in available countries
- Web Remit in available countries

Loading is subject to aggregate monthly load limit of Php100,000 or its equivalent in foreign currency.

6. CARD USAGE

You are responsible for all amounts charged against the Card Value of your Card, including all fees, other charges, taxes, and expenses made locally, abroad or online ("Card Transactions"). You are likewise responsible for the security of your Card at all times. Any record of Card usage in any medium, printed or electronic, is considered valid for all purposes, including as proof of transaction in case of dispute.

The following are examples of records that serve as valid proof of Card usage:

- Charge slips
- ATM receipts
- Debit tickets
- Electronic transaction slips
- Merchant settlement reports
- Transaction audit reports/journals
- Recorded calls

You agree that the entering of your Card information on the Internet is proof of your instructions for the use of your Card, and that we are not required to verify the identity or authority of the person who entered the information. All charges made in foreign currencies via ATM and Point-of-Sale will be automatically converted to Philippine Peso on the posting dates at the prevailing exchange rate applied by MasterCard.

A fee of up to three percent (3%) will be imposed by us on the converted amount which represents our service fee and other charges related to the transaction.

You agree to abide by the relevant laws, circulars, rules and regulations on importation and foreign exchange in relation to the use of the Card.

By using your Card, you consent to:

- The collection, storage, communication and processing of identifying Card account balance information by any means necessary to maintain appropriate transaction and Card account records;
- The release, disclosure and transmission to participant/s and processors of the transaction as to the details of your Card account and transaction information and other data necessary to enable your usage of Card.
- The retention of such information and data by the said participants and processors; and
- The compliance by said participants and processors with laws and regulations governing disclosure of information to which they are subject.

For Card transactions conducted overseas, we will collect, store and communicate data to process the transaction; this may include identifying Card account balance information. Card transactions are also subject to the rules and regulations of the BancNet and Megalink networks, MasterCard/Cirrus and Visa/PLUS networks, and any associated network as applicable.

7. LOST AND STOLEN CARD

It is your responsibility to immediately report if your Card or the issued Welcome Pack containing the Card and PIN Mailer is lost, stolen, card captured by ATM or if you suspect that it is being used without your permission. You will remain liable for any charges on your Card until the loss, theft or unauthorized use of the Card is reported to our 24-Hour PNB Customer Care at (+632) 573-8888. As soon as we receive your call, we will cancel your Card to prevent further unauthorized transactions. We may replace your Card for a fee and issue a new Personal Identification Number ("PIN").

8. CARD REPLACEMENT

You may request for replacement of Card from PNB Branch who issued the card. You will need to pay a replacement fee amounting to Php100 or its equivalent in foreign currency or such other amount as may be determined by PNB for the replacement of the card.

In the event that the Card is lost, damaged, stolen, card captured or becomes defective on account of normal wear and tear or through no fault from you, you are entitled to seek a refund of the aggregate Card Value pursuant to the provisions hereunder. The refund shall be loaded into the new Card issued and the Card replacement fee shall be charged to you.

9. FEES AND CHARGES

You agree that your Card shall be subject to the following fees for other facilities and services that you avail of and/or for the maintenance and administration of any balance or transaction on the Card listed below. These fees may be subject to change.

The said fee/s shall be deducted from the available Card Value.

FEES	LOCAL ATM CONSORTIUM (Bancnet, Megalink, ExpressNet)	MASTERCARD
Membership fees	Php0.00	Php0.00
Card Replacement	Php100.00	Php100.00
PNB ATMS: Withdrawal & Balance Inquiry Fee	Free	Free
Non-PNB ATMS: Withdrawal Fee	Php.11.00	Php.11.00
Non-PNB ATMS: Balance Inquiry	Php.2.00	Php.2.00
International Transaction Charges (Transaction fee when card is used outside Philippines)	NA.	Withdrawal - Php150.00 Inquiry - Php75.00 All charges made in foreign currencies will be automatically converted to Philippine Peso on the posting dates at the prevailing exchange rate determined by PNB.

10. MERCHANTS

In case your Card is not accepted by any merchant, bank, financial institution, or person for any reason, we will not be liable for any loss, inconvenience, or expense that you may experience, unless the non-acceptance is due to our gross negligence or willful default. We are not responsible for any defective product or service purchased using your Card. Any complaint on the product or services should be referred directly to the merchant.

11. GFC PRIVILEGES

From time to time we will enter into an agreement with Merchant Tie-ups, which allow us to extend additional perks, discounts, rewards exclusively granted to you. Corresponding mechanics, terms and conditions of the promotion will be communicated to you accordingly. Promo period is co-terminus with the terms of the Merchant Tie-up's agreement with PNB.

12. BALANCE INQUIRY

You may regularly check your balance by visiting the Global Filipino Card page at www.pnb.com.ph and click GFC web inquiry link. Should you wish to request for a history of your transactions, you may go to the Global Filipino Card Issuing Branch and they can facilitate your request for a fee.

13. CARDHOLDER INFORMATION & UPDATING

To help prevent money laundering and terrorist financing, Philippine laws, as well as BSP policy, require us to obtain, verify, and record information that identifies each person who keeps a banking relationship with us. This means that, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see a photo ID or other identifying documents.

You must notify us immediately of any change to your mailing address (residence and/or office), email address, and/or phone numbers (landline and/or mobile), and other relevant information to avoid delays or failure in the dissemination of communication pertinent to your Global Filipino Card. You may notify us of such changes through our 24-Hour PNB Customer Care at (+632) 573-8888.

We shall not be responsible for any consequences that may arise due to your inability to receive any advisories i.e. changes in fees, terms and conditions of your Global Filipino Card. You shall also provide us with such information and documents as we may require from time to time, and shall update that information as required by us from time to time, to enable us or any affiliate of ours to comply with any law or regulation or any government requirement.

14. TRANSFER AND PROCESSING INFORMATION

Pursuant to applicable data protection or data privacy laws and regulations, as may be amended from time to time, you authorize and give consent to the following:

- a. For PNB to allow its offices, branches, subsidiaries, affiliates, agents, representatives and third parties selected by PNB or any of its offices, branches, subsidiaries, affiliates, agents, representatives, and certain companies (collectively referred to as "Authorizes Third Parties") to offer specially selected products and/or services through mail/email/tax/SMS, by telephone or by any other means of communication, including social media, and/or provide products and/or services to you;
- b. For PNB, its Authorized Third Parties, and its/their officers, directors, employees, agents, professional advisers and third party service providers, to collect, process, store, record, organize, update, modify, block, erase and destroy (collectively referred to as "process") my Personal and/or Account Information with PNB.
- c. For PNB to transfer, disclose and use my Personal and Account Information (including information that PNB obtains from third parties, such as OFAC Watch List, other financial or non-financial institutions), to, between and among its Authorized Third Parties, other financial or non-financial institutions, wherever situated, or any competent regulatory/ies, prosecuting, tax or government authority/ies in any jurisdiction, domestic or foreign (the "Authority/ies") [now referred to as the "Receiving and Disclosing Parties"], for any lawful purpose such as business development, data processing, analysis, and management, surveys, product and services offers, account servicing, including rewards redemption and fulfillment, marketing activities, risk management, purposes, collections purposes and reporting, use in employment checking (for financial institutions), and compliance with laws, regulations and policies on anti-money laundering sanctions and/or the US Foreign Account Tax Compliance Act (FATCA), including withholding for purposes of FATCA. In addition to the above, PNB or any Receiving and Disclosing Parties may disclose any information as may be required by any applicable law, regulation court, regulator or legal process ("Law or Legal Process"), and for compliance with any agreement entered into with or between any Authority/ies, or as required by or for the purpose of any audit or investigation of any Authority/ies.

"Personal Information" refers to any information whether recorded in a material form or not, from which the identity of any individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual (Republic Act No. 10173, Section 3, (g))

"Account Information" refers to any information pertaining to deposit accounts opened and maintained by the Cardholder with PNB. The above consent applies for the duration of and even after the cancellation of the account/s. Your consent will be effective despite any applicable nondisclosure agreement and I acknowledge that information relating to you and your accounts, including those which may be classified as "Confidential Information", may be transferred to jurisdictions which do not have strict data protection or data privacy laws. You declare to have provided any such notices, consents and waivers necessary to permit PNB, its Authorized Third Parties, and its/their third party service providers to carry out the actions described in this provision. You agree to hold us free and harmless from any liability that may arise from the processing and use of your Personal and Account Information, and other information pertaining to your accounts with other financial and non-financial institutions.

15. CUSTOMER INQUIRIES & CONCERNS

For any inquiries and concerns about your Card, you may contact your Issuing Branch or our 24-Hour Customer Care Hotline at (+632) 573-8888. Please take note that overseas call charges shall apply accordingly. Philippine National Bank is supervised by the Bangko Sentral ng Pilipinas (BSP) with email address at consumeraffairs@bsp.gov.ph.

16. COMMUNICATIONS AND RECORDING

Telephone Communications and 24-Hour Customer Care Hotline - By using our PNB 24-Hour Customer Care Hotline at (+632) 573-8888, by providing your phone numbers to us, and by calling or accepting calls from us or our service providers in connection with your Card account, you authorize us and our service providers to record, store, replay, and share with any third party all conversations with you and/or on your phone numbers/lines, including calls with our service providers and with any person who may answer the phone on your behalf. You agree that these records may be used by us including calls with our service providers and with any person who may answer the phone on your behalf.

You agree that these records may be used by us or our service providers for any lawful purpose, particularly as evidence in any proceeding, judicial or administrative. You are responsible for informing any person who may answer the phone on your behalf, as your representative, that we and our service providers shall record, replay and use the calls with him or her and that this is being done with your authorization.

- a. You agree that we and our service providers are not liable for any loss, damage or expense that results from our actions on any telephone instructions or communications made after we have verified your identity through our service providers' verification process. You shall indemnify us and our service providers against any loss, damage, cost, and fees that we may suffer arising from us so acting.
- b. You also agree that we and our service providers may, without prior notice to you, refuse to act on any telephone instruction and that we are entitled to ask for written confirmation of your telephone instruction even if identifier/s given over the phone is correct and valid. We may refuse to act on any telephone instruction until we receive a written confirmation of your instruction.

SMS and Email Communications

You agree that we may communicate with you through SMS or email for prompts, reminders and notices concerning your Card account ("Electronic Message"). Electronic Messages are sent to you for convenience, information, notification or demand purposes. We do not guarantee the timely delivery or accuracy of an Electronic Message; it may not be current at the time of delivery due to delivery lag time.

You agree that each Electronic Message may be sent to you without being encrypted and may include your name and Card account information. It is your responsibility to ensure the security of your mobile phone, email account, and computer/electronic devices, and to inform us of any changes to your mobile phone number and email addresses in a timely manner.

17. LIMITATION OF LIABILITY

Our liability under this Card Agreement, if any, will not exceed Three Thousand Pesos (Php3,000.00). In any legal action filed against us in connection with this Card Agreement or any incident under it, our maximum liability will not exceed Thirty Thousand Pesos (Php30,000.00), except when we are found guilty of willful misconduct.

PNB shall not be liable for any loss or damage suffered or incurred by the Cardholder as a result of any technical or other breakdown, interruption, system maintenance or other causes that disable or prevent PNB from accepting or processing any Card transaction.

The Cardholder shall assume full responsibility for all transaction made through the use of his/her Card, whether or not made with the Cardholder's knowledge or authority. The Cardholder shall indemnify and hold harmless PNB in respect of any and all damages, losses, costs (including costs on a full indemnity basis) and expenses suffered or incurred by PNB and/or any third party by reason of any breach or non-compliance by the Cardholder of the terms and conditions herein, or by PNB enforcing any of the terms and conditions herein, or preventing any breach thereof.

18. PREVENTION OF PERFORMANCE

We will not be responsible for any failure to perform any of our obligations with respect to any product or service offered hereunder if such performance would result in a breach of any government requirement, or if its performance is prevented, hindered or delayed by a Force Majeure Event. In such case, our obligations will be suspended for so long as the Force Majeure Event continues (and, in our case, no other branch or affiliate shall become liable).

We will not be responsible for any action taken to comply with economic sanctions or Government Requirement (and no other branch or affiliate shall become liable).

"Force Majeure Event" means any event due to any cause beyond our control, such as restriction on convertibility or transferability, requisitions, involuntary transfers, unavailability of any communication, clearing or payment system, sabotage, fire, flood, explosion, acts of God, economic sanctions, government requirements, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government or similar institutions.

19. WITHHOLDING

You are responsible for all taxes on amounts we paid or returned to you. If required by any applicable government requirement, you authorize us to deduct or withhold for or on account taxes on such amounts.

20. ASSIGNMENT, AMENDMENTS, OTHER MATTERS

You agree that we may assign, discount or transfer part or all of our rights and/or obligations under this Card Agreement or under any Card transaction without any notice. In the event of such assignment, you agree not to assert set-off rights of any obligations we may owe you, against the assignee.

We may make amendments to this Card Agreement, including the fees, charges, and terms, at any time and will notify you of these changes accordingly. Your continued retention or use of the Card after we have given you notice of such changes means that you have accepted and agreed to the changes. If the amendments or changes are not acceptable to you, you may cancel your Card account by visiting your Issuing PNB Branch or calling our PNB 24 - Hour Customer Care Hotline at (+632) 573-8888. After your cancellation of your Card, please cut your GFC Card in half and punch a series of holes on the magnetic strip and/or chip to avoid unauthorized use. In case of default or any breach of these terms and conditions, you irrevocably authorize us to act as your attorney-in-fact with full power and authority to do what we deem appropriate and legally permissible in relation to your Card. You agree that we may, at any time and without notice, offset your dues or obligations against your deposits, investments and other assets that we, our foreign branches, subsidiaries and affiliates have in our custody or control. You grant us full power and authority to inquire about and assert our legal claim on these deposits, investments and assets and to apply all or part of these assets to offset your obligations. In line with this, you also authorize disclosure to us of any information on your funds or properties that are in our foreign branches', subsidiaries' or affiliates' possession or custody. You hereby ratify and confirm all acts and deeds that we may do or perform under this authority. This Card Agreement is governed by the laws of the Republic of the Philippines. The exclusive venue of all suits to enforce this Card Agreement is only in the proper courts of Pasay City, Philippines; you hereby waive any other venue. In case any section of this Card Agreement is declared invalid or unenforceable under any law by a competent authority, other sections will not be affected and will continue to remain valid and binding.

21. ACCEPTANCE

By signing on the application, the Card, and/or by your retention and use of the Card, you acknowledge that you have read, understood and agree to be bound by this Card Agreement in its entirety, including the Card Fees and Charges, the Card application form, and the terms and conditions that may be made available to you separately in connection with all the Card products, programs, services, facilities and benefits associated with your Card, such as, but not limited to, Card Programs, PNB Customer Care, which may or may not be explicitly defined or referred to in this GFC Card Agreement, as well as any amendments to this Card Agreements and to such separate terms and conditions. The Card Agreement also includes charge transaction slips and/or other records of Card usage, and such other rules, regulations, terms and conditions as we shall issue from time to time. In addition, you shall also agree to be bound by any and all existing or future laws, regulations and official issuances governing the use of your Card and all the services and facilities associated with the Card.

By signing this form, I am attesting that I have read and understood the terms and conditions governing the use of Global Filipino Card (GFC) and I agree to be governed by them.

Signature Over Printed Name

Date