PNB PHILIPPINE NATIONAL BANK DIGITAL BANKING SERVICE TERMS AND CONDITIONS Date: November 3, 2023

1 DECLARATION

The following Terms and Conditions shall govern the Client's use of PNB Digital Mobile Banking Service ("PNB Digital") to access his/her authorized and/or eligible accounts online and perform banking transactions. PNB Digital will be available to the Client upon enrollment.

By applying for, accessing, and using PNB Digital, the Client agrees to the following Terms and Conditions in addition to those contained in the Client's existing accounts with PNB.

The Client, in accessing or using PNB Digital, hereby consents to the collection, use, processing, transfer, sharing, consolidation, management, and disclosure of his/her personal data and other information, to the extent necessary and appropriate, by PNB, its authorized representatives or agents, and/or third-party service providers in accordance with Section 13 below. If the Client is providing PNB with any information relating to a third party, including personal data as defined under Applicable Law (as defined below), by proceeding or continuing herein, the Client represents and warrants to PNB that he/she has obtained all necessary consents and authorizations for the respective purposes and related transactions in accordance with Section 13 herein.

2 DEFINITION OF TERMS

For purposes of these Terms and Conditions, the following terms shall have the meanings indicated below:

- 2.1 **Account QR** refers to the matrix bar code generated using PNB Digital for the purpose of sharing the Accountholder's account name and number.
- 2.2 **Accountholder** refers to an individual who maintains a deposit account with PNB.
- 2.3 **Applicable Law** Republic Act (RA) No. 10173, or the Data Privacy Act of 2012, its Implementing Rules and Regulations, other issuances of the National Privacy Commission (NPC), the PNB Data Privacy Statement, and other relevant laws and regulations on confidentiality and data privacy.
- 2.4 **Bank** or **PNB** refers to the Philippine National Bank.
- 2.5 **Banking Day** refers to days (excluding Saturdays, Sundays, and holidays) on which banks are open for business.
- 2.6 **Credentials** shall include the username, password, biometric authentication, and/or OTP, which allows the Accountholder to log into PNB Digital and/or make transactions thereunder.
- 2.7 Credit Cardholder refers to an individual who maintains a credit card with PNB.
- 2.8 **Client** refers to the PNB Accountholder, PNB Credit Cardholder, or the person accessing or using PNB Digital.
- 2.9 **E-Money** A monetary value as represented by a claim on its issuer, that is electronically stored in an instrument or device, issued against receipt of funds of an amount not lesser in value than the monetary value issued, accepted as a means of

payment by persons or entities other than the issuer, withdrawable in cash or cash equivalent, and issued in accordance with the Manual of Regulations for Banks (MORB) (i.e., money in Prepaid Card or Cash Card).

- 2.10 **E-Wallet** An electronic card, service or application that stores E-Money.
- 2.11 Facility/Facilities product/s or service/s designed to fulfill a certain need or requirement of the Client.
- 2.12 **One-Time Personal Identification Number (PIN) or OTP** refers to the six (6)-digit numeric code sent to the Client's registered mobile number needed for two-factor authentication.
- 2.13 **Online Activation Code or OAC** refers to the six (6)-digit alphanumeric code sent to the Client's registered e-mail address needed for authentication.
- 2.14 **PNB Digital** refers to the PNB Mobile Banking Service or PNB's mobile banking facility which serves as the Client's point of access to select PNB services online.
- 2.15 **PNB Cards** shall refer to PNB issued Credit Cards as the same may be amended or modified by PNB from time to time, issued for the use of the Credit Cardholder.
- 2.16 **Regulator/s** shall mean to refer to either, singly or collectively, the Bangko Sentral ng Pilipinas (BSP), National Privacy Commission (NPC), and/or Securities and Exchange Commission (SEC).
- 2.17 **Source Account** refers to a deposit or E-Money account to be debited for the purpose of funding the transaction request.
- 2.18 **Target or Beneficiary Account** refers to a recipient account or an account to be credited with the transaction amount.
- 2.19 **Third-party Account** refers to an account maintained and owned by another person either in PNB or a different financial institution.
- 2.20 **Unit Investment Trust Fund (UITF)** refers to an open-ended pooled trust fund denominated in pesos or any acceptable currency, which is operated and administered by a trust entity and made available by participation.
- 2.21 **Clearing Switch Operator** Refers to third party institutions that process fund transfers between and among financial institutions and/or merchants, i.e. BancNet, Philippine Clearing House Corporation, among others.

3 ACCOUNTS ELIGIBLE FOR ENROLLMENT

- 3.1 The Client may use PNB Digital by using/linking his/her active deposit or E-Money account or his/her credit card upon creation of his/her online access thru online enrollment.
- 3.2 Clients enrolled under PNB Digital will be able to use its Facilities. The Client has the option to subsequently add his/her other deposit or E-Money accounts and credit cards to his/her PNB Digital user account.
- 3.3 Eligibility for Deposit and E-Money Account Enrollment

Only single-named accounts or "*joint or*" deposit accounts may be enrolled to PNB Digital. The Bank may, at its discretion, allow enrollment of other types of accounts.

Automated teller machine (ATM) Cardholders may enroll their ATM accounts in PNB Digital using their card details. It is advised that the Accountholder change his/her ATM PIN at any PNB ATM after successful enrollment to PNB Digital.

Clients may also enroll their non-ATM accounts or E-Money accounts in PNB Digital by providing the correct account details. To authenticate the enrollment, an OAC will be sent to the Client's registered e-mail address. An OTP will also be sent to the Client's registered mobile number.

For enrollment of eligible "*joint or*" deposit accounts, the consent of all depositors should be obtained prior to enrollment under PNB Digital. Both the Primary and Secondary Accountholder will be allowed to sign-up. For Secondary Accountholder enrollment, the OAC and OTP will be sent to the Primary Accountholder's registered e-mail address and mobile number respectively. All subsequent OTPs and e-mail notifications on transactions made by the Secondary Accountholder will be sent to the Secondary Accountholder's registered mobile number and e-mail address respectively.

3.4 Eligibility for Credit Card Enrollment

Only principal Credit Cardholders may be enrolled in PNB Digital, subject to other restrictions as the Bank may reasonably determine as applicable in view of the status of the Credit Cardholder's account or as determined from time to time at the Bank's discretion. Enrollment must be done by the Credit Cardholder in PNB Digital.

Credit Cardholders may enroll in PNB Digital using their credit card details. If a Credit Cardholder has multiple credit cards with PNB, the Credit Cardholder only needs to enroll one credit card as all other qualified cards will automatically be enrolled.

To authenticate the enrollment, an OAC will be sent to the Client's e-mail address registered with PNB Cards. An OTP will also be sent to the Client's mobile number registered with PNB Cards. It is the responsibility of the Credit Cardholder to ensure that all information registered with PNB is current and updated.

4 SECURITY

The Client shall assign a Username and Password that will be used when accessing PNB Digital. The Client may be able to use Biometric Authentication Technology including, but not limited to, fingerprint or facial data to log in to PNB Digital in lieu of a Password. Activating Biometric Authentication will allow any fingerprint or facial data stored on the Client's device, now or in the future, to be used to access PNB Digital and view his/her accounts and effect transactions. The Client is advised to not enable biometric authentication for PNB Digital if any other person's biometric data is stored in the device. If the Client has enabled his/her biometric authentication for PNB Digital and wishes to disable it, he/she may do so by going to PNB Digital's settings.

For certain transactions, PNB may issue a system-generated OTP sent as a text message to the Client's mobile phone number registered with PNB Digital. The Username, Password, Biometric Authentication, and OTP, as may be applicable, will be used to validate transactions made through PNB Digital.

The Client's Credentials shall be for the exclusive use of the Client. The Client must ensure the security of his/her PNB Digital account and Credentials by observing the following security measures:

- Enabling lock on his/her mobile device;
- Not keeping any written record of the username and password in, with, or near his/her mobile device;
- Not displaying or allowing another person to see the username and password during login;
- Not using the Credentials negligently or recklessly which will contribute to or causes losses from any unauthorized transaction by any third party;
- Avoid using date of birth, identity card number, or mobile number as password;
- Regularly checking account details and transactions and reporting any discrepancy without undue delay; and
- Logging out of PNB Digital properly after use and not leaving his/her mobile device unattended.

Under no circumstances shall the Client reveal his/her Credentials to anyone including any of the Bank's personnel. If the Credentials are exposed or suspected to be exposed to another person or if the mobile used for PNB Digital is lost or stolen, the Client shall immediately reset his password in PNB Digital or contact the Customer Care Hotline at +632 8573 8888 to deactivate his/her mobile banking account.

The Credit Cardholder is responsible for keeping his/her credit card in a secure place at all times and to exercise due caution to prevent its loss, theft or misuse. Confirmed loss or theft of credit card should be immediately reported to PNB Cards Customer Service Hotline at +632 8818 9818 or DTF 1800 10 818 9818. The Bank will not be responsible for any unauthorized enrollment to PNB Digital and unauthorized transactions using PNB Digital caused by the use of stolen/lost credit card until the card has been reported lost or stolen.

The Client's use of his/her Credentials OTP will serve as his/her authorization for the Bank to carry out the transactions initiated under PNB Digital unless the Bank has been notified that the Client's Credentials has been compromised. The Bank shall be entitled to rely on the Client's Credentials and any and all transaction/s acted upon by the Bank through the use of said Credentials shall be conclusively binding on the Client. The Bank shall not be liable for non-receipt or delay in the receipt of the OAC and OTP caused by factors affecting Client's mobile phone or internet service provider.

The Client must also take note of the following to ensure the security of his/her PNB Digital account when enabling his/her Biometric Authentication:

- The Client understands and agrees that Biometric Authentication is a security feature of his/her own device. The Bank makes no representation or warranty as to the security of the Biometric Authentication functionality of the Client's device.
- The Client shall take all reasonable measures to keep in safe custody the device and the password used to register his/her biometric data (e.g. fingerprint(s), facial

map). The Client shall be fully responsible for and bear the risk of any accidental or unauthorized use of his/her device and biometric data by any other person.

It is understood that the Client shall be responsible for the confidentiality of his/her personal information, ATM PIN, account number, credit card details (which may include card number, expiry date, CVC/CVV, among others), e-mail address, and other personal identification details, and shall not, under any circumstance, unnecessarily compromise the confidentiality thereof.

For purposes of authenticating transactions made through PNB Digital, the Client agrees that Bank collects and retains information such as, but not limited to, the device name, model and details, operating system version, mobile service provider, country code, browser, Internet Protocol (IP) addresses, Global Positioning System (GPS) location and other relevant security information. This set of information will be used by the Bank to provide additional security, upgrade on feature and enhancement of customer experience in PNB Digital.

The Bank shall implement the proper security measures as well as authentication or verification technologies and services for the Client's secured use of PNB Digital, however, the Bank does not assure that such measures, technologies and services will be completely secured, adequate or successful to prevent any unauthorized access, hacking or identity theft. The Client shall still be responsible to ensure that he is connected to a secured network while using PNB Digital.

The Bank shall not be liable for any loss, damage or liability to the Client and/or any third party arising from or in connection with any fraudulent, unlawful or unauthorized use of PNB Digital resulting from the Client's fault or negligence, such as, but not limited to: accidental loss of mobile phone; unauthorized use of mobile phone, unauthorized use of Credentials, disregard of security measures provided under these terms and conditions and those advised by the Bank from time to time.

5 AVAILABILITY OF PNB DIGITAL, ITS SERVICES AND TRANSACTION CUT-OFF

PNB Digital shall be available to the Client seven (7) days a week, twenty-four (24) hours a day, except: (i) during system and host maintenance performed from time to time; and (ii) in case of computer, telecommunication, electrical or network failure, or for any other reason beyond the control of the Bank. The Bank reserves the right to schedule and perform system and host maintenance, as the Bank deems necessary, with prior notice to the Client via an advisory to be made on PNB's official website www.pnb.com.ph or Short Message Service (SMS).

The Client understands that not all functionalities may be available in PNB Digital. Some functionalities are channel specific, and some functionalities may be restricted due to limitation in mobile devices (e.g. screen size).

Although PNB Digital and its specific services may be available, the Client understands that "*Banking Days*" shall mean Monday to Friday (excluding Saturday, Sunday and official national or local holidays) when the Bank is open for business. Unless a

transaction is dated for a certain future time, any financial transaction by the Client through PNB Digital shall be processed and value-dated on the same day, provided, that the transaction is made on a Banking Day and within the Bank's prescribed cut-off time, which the Bank may change from time to time, as it deems necessary, with notice to the Client. Transactions made through PNB Digital are subject to the Bank's prescribed cut-off time. Transactions made after the designated cut-off time(s) shall be processed the same day but value-dated the following banking day.

PNB may, from time to time, amend, vary, restrict, terminate or withdraw the benefits, services, facilities and privileges with respect to the deposit/E-Money account or credit card account whether specifically relating to the Accountholder or to all Accountholders, subject to notice.

The Bank does not guarantee the continuous availability of any PNB Digital features and/or services. The Bank in its discretion, may terminate or suspend any PNB Digital feature and/or service subject to prior notice to the Client.

6 SERVICES AVAILABLE IN PNB DIGITAL

6.1 Account Inquiry

The Client may inquire about the account balances and transaction history of his/her current, savings and time deposit and E-Money accounts.

The Client may access his/her credit card account details such as but not limited to the aggregate available limit, available credit limit per credit card, recent transactions, statement transactions, incoming/pending transactions (including transactions of supplementary credit cardholders, if any) and credit card PIN. In cases where the Client has two or more PNB Credit Cards, the aggregate available limit is shared across all his/her cards. Rewards points may also be viewed and are computed per card type, if applicable. For dual currency credit cards, rewards points are combined and displayed in PHP account. Client may also access and download his/her recent Credit Card Statements of Account as made available in PNB Digital.

6.2 Add Account

The Client may add his/her other PNB current, savings, time deposit, E-Money accounts and/or credit card to PNB Digital by providing the correct account details. The Client will receive an OTP sent to his/her registered mobile number with either PNB for deposit and E-Money accounts or PNB Cards for credit cards.

For eligible "*joint or*" deposit accounts, the consent of all depositors should be obtained prior to the adding of an account in PNB Digital. Both the Primary and Secondary Accountholders will be allowed to add an account. If Secondary Accountholder adds an account, the OTP will be sent to the Primary Accountholder's mobile number. The account and/or credit card to be added must be linked to the Client's Customer Identification Number with the Bank. The status of the account must be active for it to be successfully added to PNB Digital. Additional restrictions may apply for some accounts as determined from time to time at the Bank's discretion with notice to the Client.

6.3 Send Money

The Client may transfer funds from any of his/her enrolled current/savings deposit or E-Money accounts to any current/savings deposit account or e-wallet, whether these are his/her own account/s or e-wallet/s, or that belonging to a third-party. Transactions may be rejected by the receiving institution if the beneficiary account name and/or number do not match their records. By proceeding or continuing with this transaction, the Client hereby represents and warrants to the Bank that he/she has obtained all necessary consents and authorizations for the respective purposes and related transactions for any information provided relating to a third-party accountholder, including personal data as defined under relevant confidentiality and data privacy laws, in accordance with Applicable Law.

The Client can only transfer funds between his/her own accounts if these are manually added to the Client's PNB Digital user account. The Client has an option to save the payee information in PNB Digital for easy access. Note that transactions to third-party non-PNB accounts done in PNB Digital are subject to the relevant and applicable laws or rules of the respective Clearing Switch Operators and/or Regulators. The Client may verify receipt of funds with said third parties. The Bank, except for gross negligence, bad faith or in utter disregard of its obligations, shall not be liable for transactions that are not completed due to system failure or any act or fault of the pertinent Clearing Switch Operator/s.

Any fund transfer made through PNB Digital shall be deemed final when the system has successfully executed the instruction/transaction.–The Client may refer to Section 7 (Customer Service) herein for any questions/concerns regarding said transactions.

Fund Transfer transactions made after 11:00 PM (Philippine Time) will be posted/reflected on the Client's PNB account on the next Banking Day.

6.3.1 Scheduled and Recurring Funds Transfer

A scheduled fund transfer shall be processed by the Bank on the scheduled date specified by the Client. The process for transferring of funds from the source account to the receiver account starts at 9:00 AM (GMT+8) on the scheduled transfer date. Date of scheduled fund transfer cannot be set on the same calendar date of request. For any change in transfer details, Client may cancel his/her scheduled fund transfer request under Manage Transactions in PNB Digital at least a banking day prior to the scheduled date of transfer.

Transfer amount indicated will be debited from the Client's Source Account and credited to beneficiary account on the date of the scheduled fund transfer except for transfer requests that may require further processing by the receiving institution.

Scheduled transfer dates should exist within the month of the recurring period. For any scheduled fund transfer falling on a date not available on the transfer month, the transfer will be processed on the last day of that month.

Both Source and Beneficiary Accounts must be of active status at the time of the scheduled transfer. Client must ensure that his/her Source Account is sufficiently funded to cover both the scheduled fund transfer amount and applicable fees at least a banking day before the scheduled transfer date. In case of inactive account status and/or insufficient funds in the Client's Source Account, scheduled fund transfer request will not be initiated, and no attempt will be made by the Bank to continue the transfer. The Bank shall not be held liable for any adverse actions/consequences instituted for unprocessed scheduled fund transfer due to inactive status or insufficiency of funds of Source Account. The Client is encouraged to monitor his/her scheduled transfer transactions.

In the case of multiple fund transfer requests coming from a Source Account which only has enough balance to cover some but not all transfers, the Bank, in its discretion, with notice to the Client, may determine which request to process.

6.3.2 Funds Transfer via QR Code

The Client may also perform a funds transfer transaction by scanning a third-party account QR Code using his/her device's camera or by selecting a valid QR Code image from his/her device gallery.

To scan a QR Code, the Client shall allow PNB Digital access to his/her device's camera. To upload a QR Code image, the Client shall allow PNB Digital access to his/her device's gallery. The Client understands that the terms and conditions under "Send Money" (Section 6.3) shall apply when performing a funds transfer transaction via QR Code.

The Client is fully responsible for ensuring that the captured QR Code is accurate and complete before confirming any funds transfer instruction and for verifying the actual receipt of funds by the Client or his/her payee. The Bank is not responsible for erroneous funds transfer/s made by the Client using the QR Code services unless the Bank acted with gross negligence, is in bad faith or in utter disregard of its responsibilities herein. The Client understands the risk of downloading or obtaining any material or information using the QR Code services. The Client agrees to be fully

responsible for any damage to his/her mobile device or loss of data resulting from downloading, obtaining or using such material or information.

6.4 Receive Funds via Email or Mobile Number

The Client may link his/her registered email and/or mobile number to any of his/her qualified Peso-denominated deposit accounts enrolled in PNB Digital in order to receive funds from third-party account/s using the Client's registered email or mobile number. Only one account may be linked to a registered email and/or mobile number at any time.

In using this feature, the Client agrees that his/her personal data, such as account/customer name and contact information will be shared with the pertinent Clearing Switch Operator and the financial institution sending the funds ("Originating FI"). The Client understands that the transactions shall be subject to the relevant and applicable rules and regulations of the pertinent Clearing Switch Operator and the Originating Financial Institution. The Bank, except for gross negligence, bad faith or in utter disregard of its obligations, shall not be liable for transactions that are not completed due to system failure or any act or fault of the Clearing Switch Operator and/or the Originating Financial Institution.

The Client understands that in using this feature, the third-party sending the funds will be using his/her registered email and/or mobile number for the purpose.

The Client may, at any time, choose to unlink his/her email and/or mobile number or link them to a different deposit account.

If the Client needs to update his/her contact information or wishes to unenroll one his/her deposit account/s in PNB Digital, he/she must contact his/her branch of account to facilitate the request. For said requests, the Bank will automatically submit the same to the pertinent Clearing Switch Operator for the unlinking of any registered contact information and/or account/s. If the unlinking is unsuccessful, Client will be prompted to submit a request to unlink account/s in PNB Digital. If the unlinking is successful, the Client may create a new link in PNB Digital based on his/her updated contact information or another eligible deposit account.

The Client assumes responsibility for ensuring that his/her contacts are notified of his/her contact information or any changes/updates therein. The Bank, unless it acted with gross negligence, bad faith or in utter disregard of its obligations, shall not be held liable for any adverse actions/consequences for any delayed or unsuccessful fund transfer requests due to invalid contact information provided by the Client to third parties.

6.5 Pay Bills

The Client may pay his/her bills to a payee institution/merchant who is either a billerpartner of the Bank, or is a third-party payment aggregator,. Payments facilitated by biller-partners, third-party payment aggregators, or Clearing Switch Operators shall be subject to the relevant and applicable laws or rules of the pertinent biller-partner, thirdparty payment aggregator or Clearing Switch Operator. For his/her convenience, the Client has an option to save the biller and subscriber information in PNB Digital for recurring or frequently used services or facilities.

The Client may view the details of his/her payment transactions through PNB Digital.

The Client agrees that the Reference Number issued through PNB Digital shall serve as evidence of payment as received by the Bank. However, the Client must obtain the corresponding official receipt from the payee institution or merchant.

In accepting bills/merchandise/service payments, the Bank merely acts as the conduit of the Client and the payee institution/merchant. The Client hereby authorizes the Bank to debit his/her deposit or E-Money account or charge his/her credit card for the payment to the payee institution's or merchant's account.

For bills payments made using the credit card, the amount paid for completed transactions will be deducted from the available limit of the credit card used upon approval of the request. Payment will be reflected on the next statement cut-off just like a regular payment transaction made via credit card.

The Client agrees that any complaint relative to billing statements of the payee institution/merchant, including discrepancies between the billing amount and the paid amount, shall be taken up directly by the Client with the said payee institution/merchant.

The Client authorizes the Bank to disclose to any of the payee institution/merchant any matter pertaining to the account as may be necessary for the operation of the bills payment arrangement. For this purpose, the Bank is hereby held free and harmless from any and all liabilities, claims, demands, suits of whatever nature, arising out of or in connection with such disclosure, except in cases where the Bank acted in gross negligence, bad faith or in utter disregard of its obligations.

The Client assumes responsibility for ensuring that payments are for current/due bills only. Payments for billings that are past due, overdue, or beyond the deadline for payments, with notice of service disconnection/termination of contract or lapse of policy shall be made directly to the collection office of the payee institution/merchant. The Bank shall not be held liable for any adverse actions/consequences instituted by the payee institution/s and/or individual/s for payments made on overdue or past due accounts, including payments for service disconnection, termination of contract, lapse of policy, partial payments and/or the like. The bills payment arrangement between the Bank and any of its affiliated payee institutions/merchants may be cancelled at any time by either party with notice to the Client.

The Bank shall not be liable for any action that may arise between the payee institution/merchant and the Client. The Client hereby agrees to hold the Bank free and harmless from any and all losses, claims, damages, liabilities, causes of actions, complaints, expenses, or costs as a result of any delayed payment by the Client, or for discrepancies between billing amount and paid amount, except in cases where the Bank acted with gross negligence, in bad faith or in utter disregard of its obligations.

The Bank, except for gross negligence, bad faith or in utter disregard of its obligations herein, shall not be liable for transactions that are not completed due to system failure or any act or fault of third-party payment aggregator or Clearing Switch Operator.

Any bills payment transaction made through PNB Digital shall be deemed final when the system has successfully executed the instruction/transaction. The Client may refer to Section 7 (Customer Service) herein for questions/concerns regarding the said transactions.

Bills payment transactions made after 8:00 PM (Philippine Time) on weekdays, and on non-Banking Days will be posted/reflected on your PNB account on the next Banking Day.

6.5.1 Scheduled and Recurring Bills Payment

Scheduled bills payment shall be processed by the Bank on the scheduled date specified by the Client. The processing of the scheduled bills payment starts at 9:00 AM (GMT+8) on the scheduled transfer date. The date of scheduled payment cannot be set on the same calendar date of request. Client may cancel his/her scheduled bills payment request under Manage Transactions in PNB Digital at least a banking day prior to the scheduled date of payment.

Payment amount indicated will be debited from the Client's Source Account on the date/s of scheduled payment. Client must ensure that payments should be made at least 2-3 banking days before due date.

Scheduled payments should exist within the month of the recurring period. For any scheduled payments falling on a date not available on the transfer month, the payment will be processed on the last day of that month.

The Source Account must be of active status at the time of the scheduled payment. Client must ensure that his/her Source Account is sufficiently funded to cover both the scheduled bills payment amount and applicable fees at least a banking day before the scheduled payment date. In case of inactive account status and/or insufficient funds in Client's Source Account, scheduled bills payment request will not be initiated, and no attempt will be made by the Bank to continue the payment. The Bank shall not be held liable for any adverse actions/consequences instituted for unprocessed payments due to inactive status or insufficiency of funds of Source Account. The Client is encouraged to monitor his/her scheduled payment transactions.

In the case of multiple bills payment requests coming from a Source Account which only has enough balance to cover some but not all payments, the Bank, in its discretion, with notice to the Client, may determine which bills payment request to process.

6.5.2 Bills Payment via QR Code

The Client may also perform a payment transaction by scanning a thirdparty account QR Code using his/her device's camera or by selecting a valid QR Code image from his/her device gallery.

To scan a QR Code, the Client shall allow PNB Digital access to his/her device's camera. To upload a QR Code image, the Client shall allow PNB Digital access to his/her device's gallery. The Client understands that the terms and conditions under Pay Bills (Section 6.4) shall apply when performing a payment transaction via QR Code.

The Client is fully responsible for ensuring that the captured QR Code is accurate and complete before confirming any payment instruction and for verifying the actual receipt of funds by the Client or his/her payee institution/merchant. The Bank is not responsible for erroneous payment/s made by the Client using the QR Code services unless the Bank acted with gross negligence, is in bad faith or in utter disregard of its responsibilities herein.

The Client understands the risk of downloading or obtaining any material or information using the QR Code services. The Client agrees to be fully responsible for any damage to his/her mobile device or loss of data resulting from downloading, obtaining or using such material or information.

6.6 Cardless Withdrawal

The Client will be able to withdraw cash at any PNB ATM without using a debit card. Clients who are passbook accountholders with no debit card can also avail of this service. A cash code provided in PNB Digital will be used to authorize the ATM withdrawal request. Client must make the ATM withdrawal before the code expires. Client must ensure that his/her available account balance is sufficient to cover the amount requested at the time of ATM withdrawal.

The Client shall not reveal or cause to reveal his/her registered mobile number and/or cash code to any person under any circumstances. The Client shall assume full responsibility for all transactions made through the use of the facility.

6.7 Unit Investment Trust Fund (UITF)

6.7.1. Requirement for Enrollment

The Client (for purposes of this section, the Client shall also be known as the "Trustor") may enroll in the PNB Unit Investment Trust Funds (PNB UITF) Online facility if he/she is of legal age, has the capacity to enter into legally binding contracts, and has an enrolled and eligible current/savings account in PNB Digital where the UITF investment proceeds shall be credited upon redemption.

Prior to making an investment in any of the PNB UITFs, Trustor confirms that he/she has:

- 1. Fully understood the nature of the investment in UITFs and the extent of his/her exposure to risks;
- 2. Read the General Risk Disclosure Statement completely found in pnb.com.ph/pnbfunds; and
- 3. Independently determined that the investment in the different UITFs is appropriate for the Trustor.

Client agrees to fill out a Client Suitability Assessment (CSA) form during enrollment. On the basis of the information that Client has provided, the system will provide the resulting risk profile and present the Client with the various funds suitable to the Client's investment needs and objectives.

Client agrees to retake the CSA every three (3) years to update his/her risk profile and to ensure continued matching of his/her risk profile to the recommended funds. Client understands that the CSA is a requirement prior to investing under the UITF.

Client may also choose to retake the CSA every six months, if there are significant changes to his/her personal or financial circumstances that may warrant a change in the risk profile.

Trustor understands that PNB UITFs are suitable for Clients who are willing to take some amount of controlled risk. A copy of the Declaration of Trust ("Plan Rules"), as well as a regular quarterly report on the outstanding investment of each fund, will be available at the principal office of the Trustee and by accessing the product web page (pnb.com.ph/pnbfunds).

6.7.2. UITF Online Facility

Client can invest and redeem his/her active UITF investments in PNB Digital. Investments and redemptions in PNB UITFs shall be subject to the terms and conditions of the UITF Participating Trust Agreement and the Plan Rules of the applicable PNB UITF.

Client can also monitor and view his/her active UITF investments and redemption history in PNB Digital.

6.7.3. Investment / Participation

Participation in any PNB UITF shall be allowed only on the basis of the Net Asset Value of each participation unit (the "NAVpU") determined in accordance with the Plan Rules. The Trustor's investment in the PNB UITF shall be expressed in terms of number of units of participation as appearing in the Trustor's Confirmation of Participation.

Participants shall be provided with an electronic Participating Trust Agreement (ePTA) and an electronic Confirmation of Participation (eCOP). The ePTA is made available to the participant during enrollment while the COP is made available one day after transaction date.

Participation in the PNB UITFs shall be subject to the following minimum holding period:

Fund Name	Min. Holding Period
PNB Prime Peso Money Market Fund	5 banking days
PNB Prime Dollar Money Market Fund	30 calendar days
PNB Prestige Peso Money Market Fund	5 banking days
PNB Profit Peso Bond Fund	30 calendar days
PNB Profit Dollar Bond Fund	30 calendar days
PNB Multi-Asset Fund	30 calendar days
PNB Phil-Index Tracker Fund	30 calendar days
PNB Equity Fund	30 calendar days
PNB High Dividend Fund	30 calendar days
PNB Global Growth Equity Feeder Fund	30 calendar days
PNB US Equity Sustainability Leaders Feeder	
Fund	30 calendar days

6.7.4. Redemption

The Trustor may redeem his participation anytime, subject to the fund's cut-off time. Redemption shall be allowed only on the basis of NAVpU of the particular PNB UITF determined in accordance with the Plan Rules.

An early redemption fee equivalent to fifty percent (50%) of the income earned if any, by the participation from the date of admission up to the date of redemption shall be charged in case of redemption prior to the completion or lapse of the minimum holding period. For partial redemption, the early redemption fee shall be charged only to the income of the partially redeemed amount and not to the income of the entire participation.

The proceeds of the redemption shall be credited to the Trustor's nominated UITF Settlement account enrolled in PNB Digital. The redemption proceeds shall be credited based on the following schedule:

Fund Name	Settlement Date
PNB Prime Peso Money Market Fund	After 1 Banking Day
PNB Prime Dollar Money Market Fund	After 1 Banking Day
PNB Prestige Peso Money Market Fund	After 1 Banking Day
PNB Profit Peso Bond Fund	After 1 Banking Day
PNB Profit Dollar Bond Fund	After 1 Banking Day
PNB Multi-Asset Fund	After 2 Banking Days
PNB Phil-Index Tracker Fund	After 2 Banking Days
PNB Equity Fund	After 2 Banking Days
PNB High Dividend Fund	After 2 Banking Days
PNB Global Growth Equity Feeder Fund	After 4 Banking Days
PNB US Equity Sustainability Leaders Feeder	
Fund	After 4 Banking Days

6.7.5. Nature of the PNB UITF

Trustor acknowledges that PNB UITF are trust products of the PNB acting through its Trust Banking Group (the "Trustee"), and not considered as bank deposits, thus, participation therein does not carry any principal protection, has no guaranteed rate of return and is not insured by the Philippine Deposit Insurance Corporation (PDIC). The Client may learn more about UITF by accessing the product web page (pnb.com.ph/pnbfunds).

Investments are valued daily using the mark-to-market methodology and are subject to fluctuations depending on prevailing market conditions. Historical performance is purely for reference purposes and is not a guarantee of future results.

Any income or loss is for the account of the Trustor. The Trustee shall not be liable for losses except in cases where the Trustee acted in gross negligence, fraud or bad faith.

6.7.6. Trust Fees and other expenses

All PNB UITFs are subject to trust fees as compensation for the Trustee's services and to cover costs in managing the fund. The trust fee of each UITF is indicated in the fund's Plan Rules.

6.7.7. Cut-off time

Trustor may submit their participation or notice of redemption on or before the fund's specified cut off time pursuant to the Plan Rules. All transactions submitted after the specified cut off time shall be considered as transaction the next banking day.

6.7.8. Cooling Off

The TRUSTOR/s who are natural person/s are entitled to a cooling-off period of two (2) banking days from the date of signing the Participating Trust Agreement for initial participation in the FUND/s, without penalty. The TRUSTOR/s understand that submission of a written notice is required to cancel his/her participation in the FUND/s within the cooling-off period. It is further understood that in case the TRUSTOR/s decide to liquidate the investment within the cooling-off period, any cost and applicable taxes shall be for the account of the TRUSTOR/s. The prevailing NAVpU on the day when the TRUSTEE acknowledges receipt of the written notice will be the applicable NAVpU for the withdrawal of the funds.

6.7.9. Complaints Handling

For any inquiries and complaints, Trustor may send an email to Trust_CustomerCare@pnb.com.ph. Trustee shall respond within 48 hours or 2 banking days and resolve the complaint within 20 banking days. The Trustee shall notify the Trustor in case the complaint cannot be resolved within 20 banking days.

For urgent concerns, Trustor may email Trustee's 24/7 Bank's Consumer Assistance Office at customercare@pnb.com.ph.

6.7.10. Account Closure

Accounts without any transaction for three (3) years and have no outstanding balance, shall be closed in the TRUSTEE's system. TRUSTOR/s whose accounts were closed may participate again by re-enrolling in the PNB UITF Online Facility via the PNB Digital App.

6.8 Checkbook Order

The Client may request for a checkbook through PNB Digital. After the request has been made, the checkbook may be picked up by the Client at his/her branch of account between 4-5 Banking Days if within Metro Manila or 7-10 Banking Days outside of Metro

Manila. The Client hereby authorizes PNB to debit his/her enrolled deposit account(s) for the fees/charges resulting from checkbook requests submitted through PNB Digital.

Proof of identity will be required to release the checkbook(s). A letter of authorization with proof of identity of both the Client and his/her representative will be required if the checkbook(s) will be picked up by the Client's representative.

6.9 Create Deposit Account QR Codes

The Client may generate a QR Code of any of his/her qualified Peso-denominated deposit accounts enrolled in PNB Digital, in order to request and receive from third-party account/s. The QR Code contains the Client's account number and the account name or nickname set by the Client. The QR Code may be shared by the Client to any third-party or saved by the Client on his/her device for future use.

The Client must take all reasonable precautions and exercise diligence to prevent any unauthorized use of his/her account's QR Code and his/her mobile devices. In the event the Client wishes to unregister the mobile device, he/she must first immediately remove and cease all use of any QR code/s previously issued to or generated by him/her.

The Client shall be fully responsible for ensuring that the name or nickname set for the QR code generated is accurate, correct and does not intend to misrepresent any person or entity. Except in cases of gross negligence or bad faith, the Bank shall not be liable for any loss, damage or liability to the Client and/or any third party arising from the Client's fraudulent or unlawful use or misuse of the QR Code services. The Client undertakes to indemnify the Bank from any third-party claims arising from the Client's fraudulent or unlawful use or misuse of the QR Code services.

6.10 Change Password

The Client may change his/her Password in PNB Digital. For security reasons, the Bank encourages the Client to regularly change his/her Password. The Bank shall automatically block or disable access to the PNB Digital account in case a wrong Username or Password is entered three (3) consecutive times. The Client may contact the following for immediate assistance:

- For those with deposit account/s enrolled in PNB Digital, call PNB Customer Care Hotline at +632 8573 8888
- For those with credit card/s only without deposit accounts enrolled in PNB Digital, call PNB Cards Customer Service Hotline at +632 8818 9818 or DTF 1800 10 818 9818

6.11 Reset Password

If the Client forgets his/her Password in PNB Digital and his/her access is to PNB Digital gets denied, he/she may nominate a new one by clicking on the Reset Password button in PNB Digital's pre-login screen.

6.12 Device Registration

The Client may only use one (1) registered device to access his/her PNB Digital Account. If the Client wishes to use another device to access his/her PNB Digital Account, he/she must first unregister the current device in PNB Digital's settings. The Client will be required to submit their account and/or personal information and provide authentication codes sent to his/her registered mobile number and email address to complete the device registration. In cases where the Client can no longer access his/her device as it is lost or stolen, the Client shall immediately contact the PNB Customer Care Hotline at +632 8573 8888 or PNB Cards Customer Service Hotline at +632 8818 9818 or DTF 1800 10 818 9818 to deactivate his/her mobile banking account and unregister his/her device.

6.13 Other Banking Services

The client may access information and/or avail other Bank products, services and promos in PNB Digital. Other available features include foreign exchange rates and frequently asked questions.

New services may be introduced by the Bank from time to time and the Client will be duly informed of these new services. By accessing or using these services upon availability, the Client agrees to be bound by the terms and conditions governing such services.

7 CUSTOMER SERVICE

The Client may communicate with the Bank regarding new products and/or promotions as well as any concerns related to PNB Digital and other Bank services by calling its Customer Care Hotline at +632 8573 8888, sending an email to customercare@pnb.com.ph, calling the branch of account, or calling PNB Cards Customer Service Hotline at +632 8818 9818 or DTF 1800 10 818 9818 for credit card concerns.

Customer concerns are handled following the Bank's Consumer Assistance Process. The Bank will ask the Customer for information needed to investigate and address the concern and record the same for reference.

All Customer concerns will be acknowledged immediately. Resolution of concerns will take a minimum of 1 to a maximum of 45 days from the date of receipt of the complaint with complete documentation, depending on the complexity and required depth of investigation.

8 PERSONALIZATION

The Client may update his / her personal information. Certain changes in customer information, such as change in e-mail address and mobile number, will require further verification and approval by the maintaining branch. In such cases, the Client needs to proceed to their maintaining branch for these changes to take effect.

For purely Credit Cardholders, changes in customer information may be accommodated through the PNB Cards Customer Service Hotline at +632 8818 9818 or DTF 1800 10 818 9818. Request for change or update on information will be subject to further verification and approval. The Client may change his/her Password in PNB Digital.

9 SERVICE CHARGES AND OTHER FEES

Standard fees and charges will apply to services and features that are accessible through PNB Digital as applicable (<u>pnb.com.ph/feesandcharges</u>). PNB also reserves the right to impose new service and maintenance charges and change existing charges within the limits allowed under regulation and upon compliance with requirements thereof. The rate of such new charges, period and method of payment shall be published in PNB's official website.

10 CANCELLATION

The Bank may cancel, terminate, or suspend the use of PNB Digital by the Client for reasons including, but not limited to fraud, improper handling, insufficient account balance or violation of these Terms and Conditions, subject to notice to the Client.

The Client may cancel or terminate his/her access or use of PNB Digital by:

- For those with deposit/E-Money account/s enrolled in PNB Digital, accomplishing a cancellation form and submitting the same to the branch of account.
- For those with credit card/s only without deposit accounts, calling PNB Cards Customer Service Hotline at +632 8818 9818 or DTF 1800 10 818 9818 for assistance.

11 CONSENT TO RECEIVE ANNOUNCEMENT

The Client consents to receive messages, advisories, or announcements from PNB Digital regarding service downtime, featured services, changes in the fees and charges, and marketing promotions via, but not limited to, the Bank's website, e-mail, SMS, in-app and/or push notifications.

The Client understands that in communicating to him/her through e-mail or SMS, the Bank will not ask from him/her any information about his/her account(s).

The Client, at any time, may suspend or withdraw the consent to receive announcements by contacting customer service.

12 INDEMNITY CLAUSE

The Bank, including its directors, stockholders, officers, and/or representatives, will not be liable for any losses or damages howsoever arising whether in contract or any other basis, including without limitation, actual, consequential, temperate, or nominal damages resulting from circumstances over which it has no direct control including, but not limited to severe inclement weather, earthquakes, floods, or other damages, or loss of profits or savings arising in connection with the access or use or the inability to access or use PNB Digital, or reliance on the information contained herein.

The Client shall hold the Bank, including its directors, stockholders, officers, and/or representatives, free from any liability for any losses or damages suffered arising from access/use or non-access/non-use of PNB Digital due to failure of electronic or mechanical equipment or communication lines, interconnection problems, technical, hardware or software failure, interruption, error, defect or delay in operation or transmission, computer viruses, line or system failure, provided that these did not arise from the fault, misfeasance or gross negligence of the Bank or its employees.

13 DATA PRIVACY

The Client authorizes the Bank, to the extent allowed by the Applicable Law, to collect, obtain, use, process, verify, transfer, store, consolidate, disclose, or share the Client's Personal Information (as defined under the Applicable Law) such as name, date of birth, gender, contact details, and other information such as identity supporting documents, bank account, account information or records, credit standing, business transactions, and business and credit relationships, for any or all of the following purpose/s:

- a) To validate the identity of the Client and perform customer due diligence;
- b) To manage and monitor the Client's account;
- c) To evaluate, approve, implement, and administer any and all products being availed of by the Client;
- d) To comply with the Bank's operational requirements which includes, without limitation, business continuity planning, risk management, safety and security, system enhancement, product development and research, audit, warehousing and retrieval of data;
- e) To meet PNB's legal and regulatory obligations arising from foreign or domestic law or regulation on money laundering, terrorist financing, fraud, exchange of information, and other applicable laws.
- f) To request, disclose, submit, share or exchange the Client's credit history and/or transactions, and/or account information to government regulatory authorities, credit bureaus, financial institutions, Clearing Switch Operators, merchant partners and third-party content providers;
- g) To improve and develop the products, services and facilities of PNB, its subsidiaries and affiliates, and to conduct product research and development, business analysis, benchmarking, and market studies; and
- h) To enable PNB to assign or transfer, wholly or partially, any of its rights, obligations, and liabilities and causes of actions, tangible or intangible, to a third party.

Except in cases of gross negligence or bad faith of the Bank, the Client shall indemnify and hold the Bank, its directors, officers, employees, authorized representatives, its subsidiaries and affiliates and third party service providers, as well as the directors, officers, employees of its authorized representatives, subsidiaries and affiliates, and third party service providers, free and harmless from any claim, damage or liability of whatever kind and nature that may arise in connection with the collection, storage, use, processing, verification, gathering, transfer, consolidation, disclosure, or sharing of any information provided relative to the foregoing purposes. This authorization and consent shall be valid and effective until the expiration of the retention limit set by laws and regulations.

Furthermore, in relation to any personal information and sensitive personal information ("Personal Data") as defined under the Applicable Law, the Client is aware that the person to whom the Personal Data pertains ("Data Subject") has the right to be informed of, and object to, the processing of his/her Personal Data, to access and to rectify any error or inaccuracy thereto. The Data Subject also has the right to suspend, withdraw, or order the blocking, removal or destruction of Personal Data that is incomplete, false, unlawfully obtained, processed or used for unauthorized purpose, or prejudicial to the Data Subject, and to be indemnified for damages sustained due to inaccurate, incomplete, outdated, false, unlawfully obtained or unauthorized use of such Personal Data. If the Client shall provide the Bank Personal Data on behalf of another individual pursuant to, or in connection with the foregoing purposes, the Client represents and warrants to the Bank that the Client has, to the extent required by the Applicable Law: (i) notified the Data Subject of the purposes for which the Personal Data will be collected, processed, used or disclosed, and (ii) obtained the Data Subject's consent for, and hereby consents on behalf of such Data Subject, to the collection, processing, use and disclosure of his/her Personal Data by the Bank in accordance with the foregoing purposes. The Client confirms that such Data Subject has authorized the Client to provide such consent on his/her behalf. The Client further agrees and undertakes to notify the Bank promptly upon becoming aware of the withdrawal of the Data Subject's consent to the collection, processing, use and/or disclosure by the Bank of any Personal Data provided in connection herewith.

For further information, the Client may access the Bank's Data Privacy Statement at <u>www.pnb.com.ph</u> or email the Bank's Data Protection Officer at <u>pnbdpo@pnb.com.ph</u>. Also, the Client hereby acknowledges that he/she has read and understood PNB's Data Privacy Statement on its website.

14 OTHER AGREEMENTS

In case of "*joint or*" accounts, each and every Client shall be jointly and severally responsible for all transactions involving the use of PNB Digital and the terms and conditions herein shall be jointly and severally binding on each and every one of the Clients.

The Client shall accept full responsibility for all transactions made through PNB Digital using his/her ATM Card number, ATM PIN, Account Number, credit card details (such as card number, expiry date, CVC/CVV), OTP or his/her Username and Password and shall accept the Bank's record of transactions as conclusive and binding for all purposes, absent any manifest error.

The Client agrees that the use of PNB Digital have risks on security, reliability, availability, data corruption, transmission error and the like. The Client hereby accepts, to the maximum extent provided by law, full responsibility for ensuring the correctness of all transaction information given. The Bank shall only rely on such information provided by

the Client, and as such, the Client holds the Bank free and harmless from any damages resulting from the Bank's reliance on the information given.

The Client understands that it is his/her responsibility to provide and maintain an operational and available e-mail address and/or mobile number for the Bank to send communications or notifications as may be necessary. The Client agrees that all particulars, data, information and documents provided or submitted to the Bank are complete, accurate and true to the best of his/her knowledge, and he/she shall immediately notify the Bank in writing of any changes thereto.

The Bank is not responsible for any bounced or delayed emails sent to the Client due to, but not limited to, the following reasons: mailbox unavailable, mailbox full or quota exceeded, host unknown, blacklist filters and content filters.

The Bank will not be obliged to complete financial transactions that are not covered by sufficient funds. Only cleared and withdrawable balances of the enrolled accounts shall be considered for these transactions. In case of insufficient funds, insufficient credit limit, or delinquent credit card status, the request will be cancelled automatically, without need of prior notice. The Bank shall have no obligation or liability if it does not complete a transaction due to insufficiency of funds or credit limit in the enrolled account of the Client or delinquent status of the credit card.

The Bank does not warrant or represent that access to the whole or part of PNB Digital, or information and/or functions herein will, at all times, be provided uninterrupted or free from errors or free from unauthorized third party interception or that any identified defect will be corrected, or that there will be no delays, failures, errors, omissions, or loss of transmitted information, or that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the mobile system of the Client. The Client understands that account information, details, and/or services may not be available during end of day batch processing and/or system maintenance.

The Bank is the owner of PNB Digital, thus, the Client shall use PNB Digital only for the intended purpose agreed upon by the parties hereto and shall not disassemble, decompile, copy, modify or reverse-engineer the software or participate/cooperate with anyone else in doing any of the foregoing.

The failure of the Bank to exercise or enforce any right or remedy under these Terms and Conditions shall not constitute a waiver of such right or remedy.

PNB may modify, amend and revise these Terms and Conditions as may be applicable to accommodate new or existing features or services of PNB Digital, which will take effect after due notice or publication. The Client's continued access and use of PNB Digital will constitute his/her acceptance of the modification/s, amendment/s or revision/s of these Terms and Conditions. All terms and conditions of the Client's existing deposit/E-Money account/s or credit card/s with PNB shall remain in full force and effect.

In case of conflict between these PNB Digital Terms and Conditions and the terms and conditions governing the relevant transactions, products, or services, the latter will prevail.

All terms and conditions of the Client's existing deposit/E-Money account with PNB and the Terms and Conditions Governing the Issuance and Use of PNB Credit Cards shall remain in full force and effect.

If any part of these Terms and Conditions is determined to be unconstitutional, invalid or unenforceable pursuant to any applicable law by a court of competent jurisdiction, the other provisions of the Terms and Conditions not so declared to be unconstitutional, invalid or unenforceable shall continue to be in full force and effect.

If, by the Client's act or omission, fault or negligence, the Bank becomes involved in any litigation which may have relation with PNB Digital, the Terms and Conditions of its use, or with any rights, powers and remedies hereunder, then the Client agrees to pay all fees and expenses incurred by the Bank in such litigation.

Notwithstanding the foregoing, the Bank shall be held liable for actual loss or damage suffered by the Client after a finding of the Bank's gross negligence, misfeasance, or bad faith in the performance of its obligations hereunder.

Any legal action arising under or by virtue of these Terms and Conditions shall be brought exclusively in the proper courts of Pasay City and by accessing or using PNB Digital, the Client irrevocably submits to the jurisdiction of such courts.

15 CLIENT ASSISTANCE

The Client may report any concern on the use of PNB Digital through the following channels:

- Approach any officer in the branch of account.
- Call the Bank's 24/7 Customer Care Hotline at +632 8573 8888 or email <u>customercare@pnb.com.ph</u>. For credit card concerns, call PNB Cards Customer Service Hotline at +632 8818 9818 or DTF 1800 10 818 9818 or email <u>PNBCreditCards@pnb.com.ph</u>.

PNB is regulated by the Bangko Sentral ng Pilipinas https://www.bsp.gov.ph BSP Webchat - http://www.bsp.gov.ph/ SMS: 021582277 (for Globe subscribers only) BSP Facebook - https://www.facebook.com/BangkoSentralngPilipinas/

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