

## **TERMS AND CONDITIONS**

### **GENERAL TERMS AND CONDITIONS**

1. Under these Terms And Conditions, the terms “we”, “our”, “us”, the “Bank”, and “UNObank” refer to UNObank, Inc. The terms “You”, “your”, the “Applicant” or “Account holder” refer to every person who opens an account with, or uses an Application, Card, or Service of UNObank.
2. These Terms and Conditions shall be the agreement between you and the Bank, and shall include any and all amendments thereto, and such other rules, regulations and terms and conditions as may be issued by UNObank from time to time.
3. By applying for or using the Application, or any Account, Card, or Service of UNObank, you are deemed to have understood, accepted, and agreed to be bound by all of the Terms and Conditions herein, and as may be amended, modified or supplemented from time to time, and to pay any fees associated with the use of the Application, Account, Card, or Service.

### **DEFINITIONS**

4. The following definitions apply:
  - a. “Account” refers to an UNObank Account, including Savings Account, Time Deposit(s) and similar or related products to be launched by UNObank from time to time.
  - b. “Affiliate” means any person or entity that, now or hereafter, directly or indirectly, controls (whether singly or together with others), is controlled by, or under common control with UNObank, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies whether through ownership of securities or equity interest, management authority, or contract.

- c. “Application” refers to UNObank Mobile Banking Application.
- d. “ATM Network Participant/s” means banks and other financial institutions who are, or in the future will be, members or affiliates of Mastercard affiliated banks or such other ATM networks or affiliations that will allow UNObank ATM/Debit Cards in their ATM systems and facilities.
- e. “Banking day” means a day, other than a Saturday, Sunday, or public holiday, in which banks are generally open.
- f. “Biometrics” means a type of security verification involving biological measurements or physical characteristics that can be used to identify individuals, including facial recognition (through selfie) or fingerprint recognition.
- g. “Card” means UNObank ATM/Debit Card, UNObank Virtual Debit Card, and other ATM/Debit/Credit Cards that may be issued or acquired by UNObank in the future.
- h. “Cash-In” is a deposit transaction and refers to the funding of an Account.
- i. “Cash-Out” is a withdrawal transaction and refers to the process of debiting funds from an Account.
- j. “CVC Code (Card Verification Code)” or “CVV Code (Card Verification Value)” means the three (3) digit number displayed on the UNObank Virtual Debit Card or at the back of the UNObank ATM/Debit Card, which is used to make purchases or payments online.
- k. “Customer Number” or “Customer ID”, means the Customer’s overall unique identification number, referencing all accounts linked to this number.
- l. “Deposit”, refers to transactions involving crediting, funding or putting money into the UNObank account, including Cash-In, fund transfers, remittances, or any other such credits.

- m. “KYC” or “eKYC” shall mean the “Know-Your-Customer” or due diligence requirements, which is the process of verifying the identity of the Customer.
- n. “Move Money” means transferring money within the Customer’s own accounts.
- o. “OTP” or “One Time Password” shall mean an authorization code sent to the registered mobile phone number to verify customer’s identity and to authorize transactions.
- p. “Password” shall mean a personalized alphanumeric code used to access the Application.
- q. “PIN” or “Personal Identification Number” shall mean a personalized digit code used to access the Application or Card, and make ATM/POS transactions.
- r. “Passcode” means a secondary authentication within the mobile application used for maintenance activities of the Customer.
- s. “POS” refers to Point-Of-Sale or point of purchase, which refers to the time and place where a transaction with a merchant is completed.
- t. “Service” refers to facilities, offering or product that are related to the use of the Account, Card or Application.
- u. “Time Deposit” is a bank deposit product which earns interest over a fixed term or period. The money must remain in the Account for the duration of the fixed term in order to earn the stated interest rate.
- v. “Withdrawal”, refers to transactions involving the debiting or sending out of money from the UNObank Account, including Cash-Out, outgoing transfers or remittances, or any other debits from the Account.

## ACCOUNT OPENING

5. An applicant may open an Account subject to the approval of UNObank, upon the submission of relevant information and documents acceptable to UNObank, and upon verification of the applicant's identity and/or authority to open the Account.
6. To be eligible to open an Account with UNObank, the applicant must:
  - a. Be at least 18 years of age;
  - b. Be an individual who is a resident citizen of the Philippines;
  - c. Have at least one (1) valid government-issued identification document ("ID");
  - d. Have a present and/or permanent address in the Philippines;
  - e. Have a valid local Philippine mobile number which is used exclusively by the applicant and not shared with another person; and
  - f. Have a valid e-mail address.
7. The applicant warrants that he/she is not suffering from any legal disability upon opening of the Account.
8. The applicant agrees to provide UNObank (either directly or through authorized third party channel) with all the required documents, and authorizes UNObank to obtain and verify the information collected from applicant through government agencies or third parties, including banks, and credit bureaus.
9. Upon successful Account opening, applicant may be asked to make an initial deposit, and applicant agrees to make such deposit, in an amount determined by UNObank prior to the start of the Account opening process.
10. Accounts will be denominated in either Philippine Peso (PHP) or United States Dollars (USD).
11. All products or Services that UNObank provides will be visible in the Application. All transactions with UNObank will be done through the Application or Card, or through authorized third party channels.

12. By enrolling for an Account with UNObank, you warrant that:
  - a. You are familiar with the Application or Card and how transactions are processed therein; and
  - b. The use of the Application or Card, and the availment of any product or Service of UNObank, including transactions you initiate, process, and conclude, shall only be for lawful purposes.
13. You shall create your Password upon enrollment to the Application in order to carry out your banking transactions via the Application.
14. You may activate biometric authentication as an alternative method to accessing your Application.
15. You agree that, for your own protection, UNObank can invalidate your Password or lock your Account or the Application without prior notice:
  - a. if your Password does not comply with the security requirements of UNObank, as may be amended and updated from time to time;
  - b. if the wrong Password is entered for such number of times, within a certain period of time as UNObank may determine;
  - c. if you report to us that you reasonably suspect any unauthorized use of your Account or the Application; or
  - d. if you do not comply with the KYC or due diligence requirements, or pass screening requirements of UNObank.
16. You agree that UNObank shall not be liable for any loss or damage for the invalidation of your Password or locking of your Account or the Application.
17. You agree to keep your Password or PIN confidential, and ensure that you have exercised reasonable care as to prevent unauthorized transactions, access, and/or use of your Password or PIN. You may change your Password or PIN or Passcode at any time. However, you will be required to change your Password at least once every ninety (90) days.
18. **You agree that UNObank has the right to request for, and you agree to comply with, additional documents and/or to conduct further actions, including a**

**call to your registered valid Philippine mobile number, live video call verification, proof of income, proof of address, source of fund certification and other relevant actions or documents for due diligence and “Know-Your-Customer” (KYC) requirements as may be prescribed by UNObank or the Bangko Sentral ng Pilipinas (BSP) or any other government authority in the Philippines.**

- 19. You agree to provide UNObank with such information and documents as UNObank may require from time to time, and shall update such documents as required by UNObank, to enable UNObank to comply with any law or regulation or any government requirement.**
- 20. In the event that you do not comply with the KYC or due diligence requirements, UNObank has the right to restrict any withdrawal and/or deposit transaction from/to your Account and/or to suspend or terminate your access to your Account.**
21. You agree that you are liable for the payment of any of your obligations as depositor to UNObank, and UNObank may, at its own discretion, apply all or any part of the Accounts (including Time Deposit Accounts) to the payment, in whole or in part, of any obligation that may be due to UNObank.
22. Account statements will be provided for all UNObank Accounts and will be made available electronically for viewing in the following month. You agree that you will not be issued a passbook, paper statement, or paper confirmation advices.

## **DEPOSITS**

23. You agree that any deposits to the Account can only be made through such channels as may be provided or made available by UNObank from time to time, such as, but not limited to, Cash Deposit Machine (CDM), Cash-In at UNObank’s designated partners or directly in the UNObank Application through fund transfers including from other banks or third party partners. For deposits made

via Cash-In through UNObank's partners, all deposits must be made by following the procedures for Cash-In of UNObank's partners.

24. Cash-Ins through the UNObank Application may be done by linking your Account with your account(s) from other banks/card issuers in the Philippines, or via other methods as may be made available in the Application, such as but not limited to Cash-Ins to your Account using the mobile application(s) of other banks/card issuers in the Philippines. You represent and warrant that any account which you would link with your Account, or your account from other banks/cards that you utilize for Cash-Ins, is legally under your control and possession, and, in the case of Cash-Ins sent, transferred, or remitted by third parties, that such Cash-Ins are authorized by the owners of the source of the funds.
25. Only locally-issued MasterCard may be linked to your UNObank Account.
26. You acknowledge and agree that UNObank may impose deductions, chargebacks, and/or reversals on your Account, or your Cash-In may be invalidated, at the instance of the other bank/card issuer. UNObank will not be liable for any amount or fees if the Cash-In is later invalidated by the other bank/card issuer for any reason including, but not limited to, chargebacks, claims, or for any reversal made by the other bank/card issuer.
27. You consent and authorize UNObank to communicate with your other bank/card issuer for the settlement of imposed amount or fees, or such chargebacks, claims, or reversals. Should such imposed amount or fees be charged to UNObank by the other bank/card issuer, you agree that UNObank may recover such amount due to the other bank/card issuer by debiting such imposed amount or fees from your UNObank Account.
28. You shall be responsible for filing and resolving disputes with your other bank/card issuer in the event any dispute arises from the usage of their issued cards as the Cash-In channel.

29. The initial deposit and the minimum subsequent deposits shall be in such amounts as may be reasonably determined by UNObank from time to time.
30. UNObank may, at its discretion, refuse to accept deposits or at any time return all or part of a deposit together with the interest due, as may reasonably be determined by UNObank.
31. You assume full responsibility for the correctness, due execution, genuineness and validity of all endorsements appearing on all items deposited. All endorsements and/or lack of endorsement on the items deposited are guaranteed by you.
32. For each deposit made to your Account, you warrant that you have full and absolute title and right of disposition over the money and funds in your Account.

## **WITHDRAWALS**

33. You acknowledge, accept, and agree that any withdrawals to be made from the Account shall only be made through such channels as may be provided or made available by UNObank from time to time, such as, but not limited to, ATM of partner institutions or Cash-Out at UNObank's designated partners or directly in the UNObank Application. If the withdrawal is made via Cash-Out through UNObank's designated partners, all withdrawals must be made by following the procedures for Cash-Out of UNObank's designated partners. Cash-Outs through the UNObank Application may also be done through previously linked card/s from other banks/card issuers, or via other methods as may be made available in the Application or by UNObank.
34. You will not be permitted to withdraw from your Account any amount in excess of the outstanding available balance in your Account.
35. For each withdrawal made from your Account, you warrant that you have full and absolute title and right of disposition over the money and funds in your Account.

## **SPECIFIC ACCOUNTS**

### **Savings Accounts**

36. You agree with the conditions for the creation of an UNObank Savings Account, including the prevailing interest rate as reflected in our Table of Interest Rates or product highlights. Interest rates may change from time to time, but will take effect only upon notice to UNObank's customers.

### **Time Deposits**

37. You agree with the conditions indicated for the creation of a Time Deposit Account, which shall include the prevailing interest rate as reflected in our Table of Interest Rates or product highlights. A TD Confirmation Certificate which contains, among others, the amount you deposited into the Time Deposit (also called the principal or the Time Deposit Amount), term, maturity date and primary interest rate, will be made available to you electronically at the next banking day.
38. Your Time Deposit is accessible only from your UNObank Account. The movement of funds is solely through your UNObank Savings Account and the Time Deposit will not be linked to your ATM/Debit Card.
39. You may choose to maintain your Time Deposit placement for one term, or have it roll over for one or more terms, each for the same period as the original term. If you choose to not roll over your Time Deposit, the principal amount and its earned interest, less any withholding tax, will be credited automatically to your UNObank Account upon maturity date. You will receive a TD Maturity Certificate that will be made available to you electronically at the next banking day.
40. If you choose to roll over your Time Deposit for another term, the Bank will automatically roll over your principal amount plus the earned interest for the same term at the Bank's prevailing interest rate as of the first day of the relevant roll over term. A TD Rollover Certificate which contains, among others, the

principal Term Deposit amount, term, maturity date and updated interest rate will be made available to you electronically at the next banking day.

41. You can change your roll-over settings for your Time Deposit and choose to roll over or not, until the day before the maturity date of the relevant Time Deposit.
42. You acknowledge that the prevailing interest rate for the Time Deposit may change from time to time as may be determined by UNObank in accordance with applicable laws, rules, and regulations. You agree that the prevailing interest rate at the time of roll over of the Time Deposit may be different from the primary interest rate at the time of your original placement. It will be your responsibility to ensure that you are aware of the prevailing interest rate at the time of roll over.
43. Early withdrawal of the Time Deposit prior to maturity may incur certain charges, including a Documentary Stamp Tax (DST) charge, penalty charge and an adjustment in interest rate as determined by UNObank upon confirmation of early withdrawal. Upon early termination (i.e. withdrawal before agreed maturity date), you will receive a TD Early Withdrawal Certificate that will be made available to you electronically at the next banking day.
44. Early withdrawal of the Time Deposit can only be made for the full amount of the Time Deposit. Partial withdrawals are not allowed.
45. In that event that you cannot be located or contacted, or if you are unable to fulfil KYC requirements, UNObank shall have the discretion to terminate your Term Deposit, in which case, the provisions on Term Deposit early withdrawal herein shall apply.

### **Interest**

46. Interest bearing Accounts shall earn interest on a per annum basis at a rate determined by UNObank in accordance with applicable laws, rules, and regulations.

47. Interest rates and interest calculation method may change when conditions warrant from time to time, subject to applicable laws and regulations. UNObank will notify you of such change via appropriate methods.
48. Interest for dormant Accounts shall follow the rule for active Accounts and will be credited as scheduled.

### **DEPOSIT INSURANCE**

49. Accounts shall be subject to Republic Act No. 3591, as amended (PDIC Charter), and the applicable PDIC regulations, including the following:
  - a. Deposits are insured by the Philippines Deposit Insurance Corporation (PDIC) up to a maximum amount of Five Hundred Thousand Pesos (P500,000.00) per depositor; and
  - b. PDIC shall recognize the registered owner of the Deposit instrument as the depositor entitled to the insurance, except as otherwise provided.

### **TRANSACTIONS**

50. You agree that all transactions shall be processed by UNObank through your Account, the Card, the Application or through authorized third party channels. The transaction amount verified by UNObank is deemed to be the correct amount transacted by you in your Account.
51. You agree that you may use your Account or Card only upon activation in the Application or through authorized third party channels. If you do not activate the Account or Card, you understand that it would remain inactive and any transactions with the use of the inactive Card would be declined.
52. By using your OTP, Password or PIN/Passcode, Biometrics or other forms of authentication including but not limited to providing confidential Card details (such as CVC), you authorize UNObank to carry out the transactions that you have initiated through the Application or Card via ATM, POS, or online

transactions. All transactions through your Account shall be deemed as having been authorized by you and shall be valid and binding.

53. UNObank has the sole discretion to impose and change the maximum limit per day for all types of transactions regardless of the available balance in an Account.
54. In case of transactions with third parties via the Application or Card, including bills payments, POS purchases, prepaid reload, and similar transactions, you acknowledge that UNObank merely serves as a conduit or a means of transmitting payment between you and the payee. You agree that UNObank shall not be held liable for any action or claim which may arise between you and the payee.
55. If you are entitled to a refund or rebate for a purchase in part or in whole using UNObank ATM/Debit Card, you agree that you can only seek a refund or rebate from the merchant or establishment that you purchased from and shall not pursue UNObank for any refund or rebate.
56. Where your instructions require third party approval, UNObank's obligation to perform such transaction will be subject to the approval and consent of such third party.
57. UNObank shall not be liable for any delay or shortcomings of the third parties you transact with upon UNObank's execution of the transaction.
58. You agree that the instructions you issue are always subject to the limits and conditions set by UNObank, in compliance with local laws and regulations.
59. Any instruction transmitted after the relevant cut-off time shall be posted in the books and records of UNObank on the next banking day following the date of the instruction.
60. You agree that UNObank shall not be liable for any loss or damage of whatever nature (including without limitation, charges and/or penalties which may be imposed by third parties) in connection with the implementation of

transactions via the Application or Card or through authorized third party channels, including but not limited to the:

- a. Loss or damage you may suffer arising out of any improper, fraudulent access or utilization of the Account, Application or Card due to theft or unauthorized disclosure of Passwords, ATM PINs, or violation of other security measures with or without your participation;
  - b. Inaccurate, incomplete, or delayed information which you received due to disruption or failure of any communication facilities used for the Account, Application or Card services;
  - c. Disruption, failure or delay in implementation of transactions, which are due to circumstances beyond the control of UNObank such as but not limited to system breakdown or errors, natural disasters, public disturbances and calamities and other similar or related cases; or
  - d. Such other circumstances or reasons beyond the control of UNObank which effectively prevent UNObank from implementing the transaction.
61. You agree to hold UNObank, its stockholders, directors, officers, employees, and representatives free and harmless from, and agree to indemnify against, any and all claims, cause of action, damages, liabilities, suits of whatever nature, arising out of or in connection with the use, implementation or utilization (whether authorized or unauthorized) of the Account, Application or Card, including any computer-related errors resulting in UNObank's failure to effect any instruction via the Application or Card.
62. The use of the Application, Account, or Card will be available for 24 hours for 7 days a week, and processing of request is subject to the daily cut-off times for transactions of UNObank or partners. In the event that either the Application, Account, or Card are not available to conduct your transaction, such as in the case of maintenance or any other reason, UNObank shall notify you in advance or at the soonest possible time.
63. You agree that UNObank will reduce the available balance corresponding to the transaction amount upon authorization of a transaction. Certain merchants, such as but not limited to hotels, may request confirmation that your Account

has sufficient balance to meet the anticipated transaction amount for goods or services. A merchant may also request subsequent authorizations to cover additional costs for services or goods availed which were not included in the previous transaction amount. You agree to authorize UNObank and any of its employees, representatives and authorized third parties to effect any adjustment, correction or reversal on these transactions without any liability imposed on UNObank.

64. Transactions outside the Philippines shall be subject to the applicable rules and regulations of the BSP and/or any foreign exchange requirements operating in the country where the transaction is effected.
65. **In the case of loss of your end device, you must immediately contact UNObank through its UNObank Customer Support hotline or email for the necessary steps to protect your Application and banking details.**
66. Any complaint regarding your Card, Account, and/or transactions using the Application, Card, or any authorized third party channel, shall be communicated by you to our UNObank Customer Support Specialists.
67. Any dispute for transactions done with the Card shall be filed within sixty (60) calendar days from the transaction date. UNObank may conduct an investigation into the transaction, which may include further verification of transaction records, or confirmation with you or the merchant. After investigation, you agree that UNObank may debit or credit from your Account in accordance with the findings from the investigation.
68. You agree that your use of the Virtual Debit Card and the physical card (Card) will be subject to the following terms and conditions:
  - a. You agree that a Virtual Debit Card is automatically issued and activated by UNObank should your Account have a minimum balance of at least P100.
  - b. The Virtual Debit Card may be used only for online transactions or payments. Transactions such as withdrawals, ATM and POS will require a physical card (Card).

- c. The Virtual Debit Card and any other Card issued to Account holder is for the exclusive use of the Account holder and Account holder assumes full responsibility for all transactions processed by the use of such Card(s).
  - d. The Card is the property of UNObank and UNObank may at any time, without prior notice and without the need to give any reason therefor, terminate the use of, cancel, or repossess the Card, and decline to issue, renew, or replace the Card.
  - e. Without any prior notice to you, UNObank may suspend any Card service or cause designated partners' ATMs to retain the Card automatically.
  - f. You agree to return the Card to UNObank upon UNObank's request.
69. The Card is valid for five (5) years from issuance and shall be renewed automatically by UNObank unless Account holder advises UNObank of non-renewal at least thirty (30) days prior to expiration. UNObank may charge the Account holder for the cost of the renewal or replacement card.

### **Liability For Phishing**

70. You understand that your Accounts may be compromised through phishing, which enables unauthorized person/s to withdraw money from your Account using your unique Account and Card details which you would have provided through: (a) a response to a bogus UNObank communication; (b) use of email or internet facility (other than a secured UNObank website) through which you provided your account information; or (c) any other similar or analogous means.
71. You agree that you are wholly liable (aside from your usual authorized withdrawals and purchases) for any and all future withdrawals and purchases made on your Account/s that may result from phishing. You further agree to indemnify and hold free and harmless the Bank, its officers, directors, employees, agents and representatives against any and all losses, damages, penalties, liabilities and costs of any kind.

### **Lost, Stolen, or Compromised Cards**

72. In the event that your Card is compromised, lost or stolen, it is your responsibility to immediately lock the Card from the Application and to report the incident by contacting UNObank through its Customer Service via the Application, the hotline, or email in order to block your Card.
73. Prior to receipt by UNObank of your report of loss or theft, all transactions generated through the use of the Card shall be deemed conclusively binding on you, and UNObank will not be liable for any loss or damage incurred by you due to your failure to immediately report the loss or theft.
74. Retrieval of captured ATM Cards from partner ATMs shall be your responsibility as the Account holder.
75. The Virtual Debit Card or Cards bearing the Mastercard logo can be used for transactions at Mastercard ATMs, POS, and Online Merchants located in countries outside the Philippines, from your Account in the Philippines. You acknowledge that such overseas transactions may be subject to transaction fees, foreign exchange mark-ups, and the relevant exchange rate governing such transactions that UNObank and/or Mastercard affiliated banks/financial institutions will determine. You authorize UNObank to debit from your Account all charges including those incurred in countries outside the Philippines through the use of the Virtual Debit Card or Cards. Such charges shall be billed and shall be payable in Philippine Pesos, subject to a foreign conversion factor, as may be imposed by UNObank at the time of posting of the transaction.
76. In the event that your Card is not honored at Mastercard accredited establishments, you agree to hold UNObank free and harmless from any and all claims or liabilities as a result of the refusal of any Mastercard accredited establishment to honor your Card.

## **AMLA REPORTING**

77. You authorize UNObank to make the necessary verifications, reports, submissions and other processes for the purpose of complying with the Anti-Money Laundering Act (R.A. No. 9160) as amended, and its implementing rules and regulations, and you hereby waive your rights under R.A. No. 1405 as amended, R.A. 6426 as amended, and other applicable laws in relation thereto.

## **OVERDRAFT**

78. You acknowledge that any payment instructions you have given using the Application or any authorized third party channel may not be given immediate value or immediate effect and might not always be immediately reflected in the balance owing on your Account. You acknowledge that you must not use the Services or Application to create an unauthorized overdraft on your Account, and agree that UNObank is entitled to refuse to accept any instruction that would do so. If an unauthorized overdraft is created, we may take any action at our sole discretion and charge applicable interest and charges to the Account in question.

## **SERVICE AND OTHER BANK CHARGES**

79. You agree that UNObank is authorized to collect from you all applicable service charges, penalty charges, and other fees that you may incur for use of the Application, Account, Card or Services of UNObank.
80. UNObank, with prior notice, may from time to time introduce or change fees and charges for the use of the Application or Card. You authorize UNObank to debit from your Account the amount of fees and charges payable for transactions made via the Application or Card.
81. Service charges, fees and penalties include but are not limited to, the following:
  - a. Annual fee;

- b. Fees for Accounts falling below the required maintaining balance;
  - c. Dormancy fee;
  - d. TD Early Withdrawal fee;
  - e. Card related fees;
  - f. Other fees and charges that UNObank may impose from time to time, subject to relevant laws and regulations.
82. Accounts with zero balance due to service charges or other causes may be closed by UNObank.
83. You may refer to UNObank's website or the Application for information on service charges and other bank charges. UNObank reserves the right to change such service and other bank charges from time to time with prior notice, and in accordance with applicable laws and regulations.
84. You agree that UNObank may suspend or terminate Services if at any time there are insufficient funds in your Account/s to cover applicable fees and charges, and you agree that UNObank shall not incur any liability as a result thereof.

## **CLOSURE OF ACCOUNTS**

85. You may close your Account if you have no outstanding loan or obligation to UNObank. Should you wish to use the Application again after the closure of your Account, you would have to re-register and re-start the application process.
86. An Inactive Account is an account which (a) has no client-initiated or third-party initiated transaction for 3 consecutive months and (b) has a balance of less than P1.00 during such 3-month period.
87. UNObank has the right, at its sole discretion, to close your Account in the following instances:
- a. If you have opened an Account with UNObank and you have not funded the Account within the first 3 months;
  - b. If your account becomes an Inactive Account;

- c. If you do not submit the documentary requirements within fifteen (15) days from the date you open your UNObank Account, or from the time you are requested to submit additional documents by UNObank; or
  - d. For failure to comply with periodic KYC refresh as per applicable laws and regulations.
88. In the event that the closure is due to your account becoming an Inactive Account, UNObank shall have the right to impose a one-time Inactivity Fee, and remove the remaining funds in the Account and transfer the same to a liability account or such other account as UNObank may determine at its sole discretion, without prejudice to the turnover of the same to the Philippine treasury in accordance with the then applicable law, rules, and regulations.
89. UNObank may, at its sole discretion, opt not to close your Account, if the Account has transaction instructions, or if there are other Accounts with sufficient balance linked to your Account.
90. UNObank reserves the right to immediately suspend or close your Account at any time without prior notice in the following situations:
- a. in the event that you misrepresent or falsify information;
  - b. if at any time, UNObank discovers that the Account may have been used, or is being used in connection with any fraudulent or illegal activities or transactions;
  - c. if at any time, UNObank discovers that it may be exposed to any financial, operational, legal, reputational or other risks by maintaining the Account;
  - d. if you fail to abide by any provision of the terms and conditions for deposit accounts;
  - e. if you have breached any of the Terms and Conditions, including, if:
    - i. you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an Account, Service or money illegally;
    - ii. you were not entitled to download the Application;
    - iii. you have failed to repay an overdrawn balance on your Account despite our demand to do so;

- iv. we have reasonable ground to suspect that your security details have not been kept safe;
  - v. we have reasonable ground to believe you may have violated any law or regulation in connection with your Account;
  - vi. you have not satisfied a KYC or due diligence requirement;
  - vii. there has been or we suspect that there has been fraud involving your Account or any of your transactions
  - viii. there has been or we suspect that there has been suspicious activity on your Account; or
  - ix. we have reasonable grounds to suspect unauthorized or fraudulent use of your security details;
91. UNObank reserves the right to suspend or close your Account if you have handled your Account in a manner not satisfactory to UNObank, or if you perform a successful withdrawal against insufficient funds and/or uncollected deposits.
92. In the event your Account is suspended or closed on the ground that the same is improperly handled, you acknowledge, accept, and agree that UNObank shall report such closure and the reason(s) for such closure to the relevant regulatory body or to the regulator accredited credit bureau or organizations to keep record of mishandled deposit accounts.
93. You agree to hold UNObank, its stockholders, directors, officers, employees, and representatives free and harmless from, as well as to indemnify against, any and all claims, cause of action, damages, liabilities, suits of whatever nature, arising from the closure of your Account and/or UNObank's reporting of the account closure and the reason therefor to the relevant regulatory body, or regulator-accredited credit bureau or organizations.

#### **DORMANCY AND UNCLAIMED BALANCES**

94. Accounts which have no financial transaction for two (2) years shall be classified as DORMANT.

95. You will be notified by UNObank at least sixty (60) days prior to the change of your Account status from active to dormant. Subject to sixty (60) days prior notice, UNObank shall charge a dormancy fee five (5) years after the last activity on a dormant deposit Account that has fallen below the minimum monthly ADB.
96. A maintenance fee shall be charged in addition to the dormancy fee once the balance of the Dormant Account falls below the required minimum monthly Average Daily Balance (ADB).
97. Pursuant to law, all “unclaimed balances” which represent deposits of money and/or interest accrued thereon held by UNObank for any customer who has no further financial transactions for a period of ten (10) years or more may be remitted by UNObank to the Treasury of the Philippines, for credit to the government of the Republic of the Philippines.
98. Once an Account becomes dormant, UNObank reserves the right to restrict deposits or withdrawals until the depositor provides UNObank with relevant documentation required to lift the restriction.

## **GARNISHED ACCOUNTS**

99. Upon receipt by UNObank of an order or other process from a court or other competent authority directing the garnishment, attachment, or receivership of an Account, UNObank shall immediately put the account on a post no debit status. UNObank shall only lift such status and release the garnished, attached, or frozen amount to the proper party upon presentation of a certified true copy of the notice or order lifting the garnishment or other relevant order by the court or competent authority and valid government-issued identification.

## **GENERAL PROVISIONS**

### **Access To The Application**

100. UNObank makes the Application available to you at its sole discretion.

101. The Bank has the discretion to determine the scope of the Application, and may modify, restrict, withdraw, cancel, suspend, or discontinue any or all of the services without prior notice to you, but with strict compliance of the rules and regulations set by the Bangko Sentral ng Pilipinas. By using the Application after any modification or change has been in effect, you have agreed to any such modification or change.
102. Subject to your compliance with these Terms and Conditions, UNObank grants you the non-exclusive, non-transferable, royalty-free privilege to download the Application (if necessary, from an authorized third party) and install it on an end device in your possession and control.
103. You understand that the Application contains software that has been licensed by third parties. You acknowledge and accept the rights of UNObank and of the third parties, if applicable, to the Application.
104. UNObank provides no guarantee that the Application will work without errors on your end device and network operator.
105. You acknowledge and accept that the use of the Application, among others, due to the download, installation or use of an application and the associated reference points with third parties (such as distribution platform providers, network providers, device manufacturer) involves certain disclosures and risks, including: (i) disclosure of your personal information or other information and the existence of your banking relationship with the Bank with third parties, whereby the banking secrecy cannot be ensured anymore in this respect; (ii) system outages, security-related restrictions and unauthorized removal of use restrictions on the end device, and other disturbances which may make use impossible; and (iii) misuse due to manipulation by malware or unauthorized use, including in the event the end device is lost.
106. You give your consent and authorization for UNObank to use any information processed in connection with the use of the Application (e.g. personal data, geographic information, device information) in the context and for the purpose of providing the Service and the secure use of the Application.

107. UNObank is entitled to block or disable the use of the Application on end devices if the security features devised by the operating system or manufacturer of such device have been modified at any time (for example, a device that has been "jailbroken").
108. UNObank accordingly does not guarantee the functioning and operation of the Application on end devices which have been modified as provided in the previous clause or on older end devices that no longer meet the technical requirements for the use of the Application.
109. UNObank further reserves the right to modify the functionality of Application at any time without prior notice or to entirely discontinue the offer of the Application.
110. UNObank assumes no liability for losses or damages resulting from the installation or misuse of the Application, provided that the Bank has exercised the appropriate standard of care and diligence customary in the business.

### **Interruptions In Service**

111. While the Application is intended to be available 24-hours a day to its users, there is no warranty that the services will be available at all times due to daily cut-off times, scheduled or unscheduled maintenance, telecommunications, electrical or network failure or any other reason beyond the control of UNObank. You agree that UNObank shall not be liable for any loss or damage (including but not limited to those imposed by third parties) due to the foregoing or in relation to transactions or services done, or any failure to complete a transaction, through the Application. The Application, including all content, features and any related services are provided by UNObank on an "As Is" and "As Available" basis at your risk and without any representations or warranties.
112. You acknowledge and accept the risks that may arise from Internet transactions conducted via open systems accessible to anyone and acknowledges that despite the encryption of data, the connection from your personal computer or electronic end devices to UNObank over the Internet may be observable.

UNObank may also use servers and other computer hardware situated in any jurisdiction worldwide for the provision of any Account, Application, Card, or Service.

113. You agree that UNObank is not liable for loss or damage caused by transmission errors, technical faults, breakdowns, business interruptions or illegal interventions into transmission networks, your IT systems/computers or of any third party (including systems in the public domain).

### **Digital Signatures**

114. You agree that UNObank may, at its sole discretion, use digital signatures to sign any documents made available on the Application and you accept such digitally signed documents as valid documents issued by UNObank.
115. UNObank reserves the right to enable a digital signature feature for your use. Where UNObank chooses to exercise such discretion, you will be informed of the minimum requirements in connection with such use and only upon fulfillment of such requirements by the Bank may you avail of this feature. UNObank may nevertheless at its sole discretion decide not to permit you to use digital signatures in your dealing with UNObank.

### **Security**

116. UNObank may, in its sole discretion, use authentication or verification technologies, services or measures as it deems desirable or appropriate. You acknowledge and accept that there is no assurance that such authentication technologies, services, or measures will be completely secure, adequate, or successful in preventing hacking or identity theft, or the unauthorized access to or use of the Account or Application.
117. UNObank shall ensure implementation of appropriate security measures to secure the Application or Card. Nevertheless, UNObank does not warrant, and you acknowledge and accept that UNObank makes no warranty as to the confidentiality, secrecy and security of any information sent through any

internet service provider, public Wi-Fi connections, network systems, or other similar systems. You accept that you are responsible to ensure connection to a secured network at all times.

### **Terms Of Use And Instructions**

118. You agree that all instructions shall be provided through the Application. UNObank may, however, accept instructions given through other means provided that:
  - a. We have received such instructions in such mode or manner agreed by us from time to time;
  - b. Our acceptance of such instructions may only be available for certain types of Accounts, Cards, Services, and segments of customers or on an exceptional basis upon your request to us;
  - c. We may record the instruction or communication, at our sole discretion, by telephone or video conversation between you and the Bank, with your knowledge and consent;
  - d. We do not guarantee that communications or instructions given in such a manner will be completely secure, and the risk of fraud, misunderstanding, error, delay, and losses resulting from communications or instructions given in such a manner are entirely at your own risk, and we will not be liable for the same, unless such risk is caused by our willful misconduct, or gross negligence.
119. You acknowledge that all instructions given to UNObank are binding on you and may be immediately implemented by the Bank. You agree not to dispute any instruction you've previously given.
120. You are responsible for:
  - a. Ensuring that the Application, Account, Card, or Service is used only by you and not by any other person;
  - b. Ensuring that the mobile number used in opening, maintaining, or using the Application, Account, Card or Service belongs to and is used by and is under

- the possession and control of the same person in whose name the Application or Card is registered;
- c. Ensuring that all instructions are accurate and complete, and given in the manner specified by UNObank;
  - d. Ensuring that your Account has sufficient funds for UNObank to carry out any instruction. You acknowledge that you will be responsible for any charges or penalties resulting from an unsuccessful transaction due to insufficiency of funds or dormancy of Account;
  - e. Following our instructions in connection with the Accounts, Cards and Services, and complying with all applicable laws;
  - f. Keeping the confidentiality of your PIN, OTP, or Password, and refraining from disclosing them to any other person;
  - g. Activating the UNObank Virtual Debit Card through the Application, and signing the back of your UNObank Card once you receive it;
  - h. Ensuring that the instructions are not varied or cancelled after they have been received or processed by us;
  - i. Ensuring that any transaction or activity through the Application or Card, or involving your Account, does not breach any regulation or law;
  - j. Regularly checking the transaction records pertaining to activities done through the Application or Card. Should there be an error, notify UNObank immediately;
  - k. Promptly examining your statements upon receipt, and immediately reporting to UNObank any discrepancies, omissions, inaccuracies, or incorrect entries;
  - l. Informing UNObank immediately if you know or suspect that someone else knows the Card number and/or the ATM/Debit PIN/Passcode and/or Password, or that any of the foregoing has been lost, stolen, or compromised, or that unauthorized transactions have taken place; and
  - m. Giving UNObank all relevant and necessary documents, information, and assistance it may need, especially for investigations into crimes and frauds.

**121. UNObank may:**

- a. Act on any instruction we believe in good faith has been given by you;

- b. Require the use of access procedures, require additional conditions, and change or implement new security procedures for accepting instructions;
  - c. Refuse to act on any instruction that would result in transaction limits being exceeded;
  - d. Agree to the variation or cancellation of a prior instruction from you, subject to required conditions, provided that UNObank will not be responsible for any loss you may incur for UNObank's failure to cancel the transaction;
  - e. Refuse to act on any instruction, or cancel or reverse any instruction if we deem that such refusal or cancellation is necessary or appropriate to comply with laws or regulations, or to avoid security issues or any risk to the Bank;
  - f. Cancel or reverse any action taken on the basis of an instruction or demand for refund, debit the Account, cause an amount to be unavailable for withdrawal, or treat the Account as overdrawn or exceeding its limit, if:
    - i. We need to correct an error or omission;
    - ii. We are required to return funds to the payer or drawer;
    - iii. We have not received cleared and unconditional funds in full or in time;
    - iv. We find signs of fraud or forgery;
    - v. Our internal checks indicate that the instruction was not from you; or
    - vi. We have reasonable grounds to do so for any other reason whatsoever.
122. UNObank may disregard any instruction, or refuse to provide access to or allow you to use any Account, Card, or Service if:
- b. We are of the opinion that the instruction is incorrect, incomplete, misleading, unclear, conflicting, fraudulent or not given in a manner specified by the Bank;
  - c. It results in an Account being overdrawn or exceeding the daily transfer limit or the transaction limit for any Account, Card, or Service;
  - d. The instruction would cause the Account balance to fall below that minimum balance;
  - e. It is unreasonable and impracticable to do so;

- f. It is against any applicable law or regulation, or our internal policy or procedure;
  - g. Circumstances beyond our control prevent your instructions from being carried out, or you have not provided us with all documents, verification, and information we require;
  - h. You become bankrupt, legally incapacitated, or pass away, at which point UNObank may freeze or suspend operations on any Account, Card, or Service, not act on any instrument presented or any instructions received, and refuse access to the funds in the Account or to any Card or Service, without being responsible for any loss or damage thereby incurred by you, your successors, or any third person, until we receive, to our satisfaction, such documents we deem necessary to release the funds or transfer ownership over the Account, Card, or Service, including, without limitation, legal documents and evidence of the person(s) who have the legal authority to claim ownership over the said Account, Card, or Service. Any and all accrued but unpaid obligations of yours to UNObank prior to termination, and the Terms and Conditions herein shall survive the termination of your right to use the Application or Card.
123. You accept that UNObank does not provide any guarantee that:
- a. an instruction will be carried out within a particular timeframe or in any particular order;
  - b. there will be no time lag between the time you provide an instruction and the time the instruction is carried out by the Bank; or
  - c. an instruction will be completely secure and the Bank shall not be liable for any security breach.

### **Communications**

124. You agree to notify UNObank through any of the method/s specified by the Bank if there is any change in your personal information or contact details (e.g. Mobile Phone Number, Residence Address, etc.).

125. Notices, documents, and communications will be sent to you by UNObank through the Application (including through push notifications sent to your end device whether or not you are logged into the Application, or the notifications feed in the Application), your registered email address, or other methods deemed suitable by UNObank.
126. You shall take all steps necessary to allow the Application to send push notifications to your end device and send notifications via the Application. You acknowledge that if you do not take such steps, you may not receive such notifications.
127. You agree to hold UNObank, its stockholders, directors, officers, employees, and representatives free and harmless from, as well as to indemnify against, any and all claims, cause of action, damages, liabilities, suits of whatever nature, arising out of or in connection with your failure to notify UNObank of changes in your personal information or your failure to receive notifications from the Application.
128. You agree that unless otherwise expressly provided in writing, any notices, information, documents, and communications sent to you by the Bank will be deemed effective or received by you as follows:
  - a. If sent by electronic mail, SMS, or via the Application, at the time and date it is dispatched from our system to you;
  - b. If posted on our website or third party links, on the date of display or posting;
  - c. If sent by hand, at the time of delivery;
  - d. If sent by mail to an address within the Philippines, the following banking day after mailing;
  - e. If sent by mail to an address outside the Philippines, five (5) banking days after mailing;
  - f. If advertised in the newspaper, on the day of advertisement; and
  - g. If broadcast via radio or television or any other broadcasting means, on the date of broadcast.

129. Your communications and notifications to us through the Application will be valid if such are received in a legible form and acknowledged by us.

### **Authorization**

130. You authorize UNObank to obtain and verify the information collected from you through government agencies or third parties including other banks, financial institutions, and credit bureaus, for any purpose, including for verification of your card details from other banks.
131. You allow UNObank to conduct background checks on your financial capability or for any other legitimate purpose UNObank may deem necessary.

### **Miscellaneous**

132. Pursuant to the Anti-Money Laundering Act of 2001, as amended, and its implementing rules and regulations, you grant irrevocable and unconditional authority to UNObank to report to the Anti-Money Laundering Council (AMLC) any covered and suspicious transactions involving your Account.
132. In compliance with the provisions of R.A 1405 or the Law on Secrecy of Bank Deposits, you acknowledge that UNObank shall not entertain inquiries or instructions from third parties involving your Account, unless authorized by you in writing.
134. If any part or provision of these Terms and Conditions is declared to be invalid, illegal or unenforceable, the other parts or provisions of these Terms and Conditions shall remain valid and binding.
135. You agree that UNObank may amend or supplement these terms at any time with notice to you through any method we deem appropriate and suitable. The notification will be provided in advance in accordance with the duration stipulated by the prevailing regulations. By continuing to use your Account,

Card, or the Application, you hereby agree to be bound by the updated or revised terms and conditions.

136. These Terms and Conditions are governed by and construed in accordance with the laws of the Philippines, and any legal proceeding with respect thereto shall be filed with the proper courts of Taguig City.
137. UNObank, Inc. is regulated by the Bangko Sentral ng Pilipinas (BSP) and BSP may be contacted via email at [consumeraffairs@bsp.gov.ph](mailto:consumeraffairs@bsp.gov.ph) or via phone at [+632 8708 7087](tel:+63287087087).

For inquiries and other concerns, contact UNObank Customer Happiness Specialists through Mobile In-App Message, Mobile In-App Chat, through the following number(s) +632 8811 8866, or email [CustomerHappiness@uno.bank](mailto:CustomerHappiness@uno.bank).

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