

UnionBank Suy Sing Super Grocer Card Terms & Conditions

These Terms and Conditions (“T&Cs”) comprise the legal agreement between Union Bank of the Philippines and the Cardholder in connection with the Cardholder’s use of the Suy Sing Super Grocer Visa Debit Card and Account. By using the Suy Sing Super Grocer Card Visa Debit Card, the Cardholder unconditionally agrees to be bound by this T&Cs, as well as the laws, rules, regulations, and official issuances applicable to the use of the Suy Sing Super Grocer Card Visa Debit Card. These T&Cs is governed by the rules and regulations of Bangko Sentral ng Pilipinas (BSP) and all the applicable laws in the Philippines relating to the covered transactions herein. The Cardholder agrees that, by signing the Suy Sing Super Grocer Card Customer Account Opening Form, Cardholder confirms to have read, understood, and agreed to be bound by these T&Cs.

1. Definition of Terms

- 1.1. In these T&Cs:
 - 1.1.1. **“Access ID”** refers to access identification which refers to the combination of user ID and password for the use of the Internet Banking and Mobile Banking.
 - 1.1.2. **“Account”** refers to the Suy Sing Super Grocer Card Account of the Cardholder with the Bank.
 - 1.1.3. **“Account Currency”** refers to the currency in which the Account is denominated.
 - 1.1.4. **“ATM”** refers to Automated Teller Machine which refers to the cash dispensing machines that are linked to Bancnet and Visa networks
 - 1.1.5. **“Bank”** refers to Union Bank of the Philippines.
 - 1.1.6. **“Card”** refers to the Suy Sing Super Grocer Visa Debit Card including any renewal or replacement Card issued by the Bank to the Cardholder
 - 1.1.7. **“Cardholder”, “Accountholder”, “you”, “your”, “his/her”** refers to the individual holder of the Card authorized to access and operate the Account in accordance with this T&Cs.
 - 1.1.8. **“Damaged Card”** refers to a Card that has been issued to the Cardholder which the Cardholder was previously able to use but is no longer functional due to mutilation, usage and/or other acts or omissions of the Cardholder resulting in damage to the card.
 - 1.1.9. **“Defective Card”** refers to a Card that has been issued to the Cardholder but is unusable, through no fault or omission of the Cardholder, due to but not limited to defective chip and/or magstripe functionalities of the card.
 - 1.1.10. **“Internet banking”** refers to banking online at UnionBankph.com
 - 1.1.11. **“KYC”** refers to Know-Your-Customer, a process required by the BSP to establish and verify the identity of a Cardholder through face-to-face contact, gathering of information and requiring the Cardholder to submit and/or present documentation and/or complete his/her application.
 - 1.1.12. **“Merchant”** refers to domestic, international, and online Visa accredited business establishments that offer products or services which the Cardholder can pay for using his/her Card.
 - 1.1.13. **“Mobile banking”** refers to banking through the use of UnionBank mobile application.
 - 1.1.14. **“OTC”** refers to Over-The-Counter transactions made in any UnionBank branch.
 - 1.1.15. **“Password”** refers to the password the Cardholder uses to access the Financial Services at the unionbankph.com website and for his Account through a personal computer or other electronic terminal.
 - 1.1.16. **“PIN”** refers to the Personal Identification Number issued by the Bank to the Cardholder from time to time for use of the Card.
 - 1.1.17. **“Point of Sale” or “POS”** refers to the terminal used by Merchants to process card payments.
 - 1.1.18. **“Rewards”** refers to the Peso equivalent of all the credits from Suy Sing for the purchase of goods and/or services in accordance with the terms and conditions agreed upon by the Bank and Suy Sing.
 - 1.1.19. **“Suy Sing”** refers to the Suy Sing Commercial Corporation which has entered into an agreement with the Bank for purpose of crediting rewards to the Cardholder
 - 1.1.20. **“Transaction”** refers to any cash withdrawal or payment made by the Cardholder using the Card or any refund associated with the use of the Card, in any authorized manner, for which a corresponding debit or credit to the Account of the Cardholder has been made.
 - 1.1.21. **“Visa”** refers to Visa International.
- 1.2. In these T&Cs, references to the singular include the plural and vice versa. References to one gender include references to the other gender.

2. The Card/Account

- 2.1. The Card is a Visa debit card granted to Suy Sing grocers who have accumulated at least one hundred (100) rewards points from purchasing Suy Sing grocery items. The rewards are credited by Suy Sing and the earned

- rewards can be used in Suy Sing's establishment, any Merchant that uses Visa and Bancnet POS, and for online ecommerce purchases with a point conversion of one (1) point = One Philippine Pesos (Php 1.00)
- 2.2. The Cardholder is responsible for all obligations arising out of the ownership and maintenance of the Account. The Cardholder shall bear all losses arising from the breach of any obligation, representation or warranty made to the Bank or under applicable law, and the costs incurred to enforce the rights or to collect any sum the Cardholder owes the Bank, including reasonable attorney's fees.
 - 2.2. **Funding the Account.** The Account can only be funded through the following: (a) electronic fund transfers of the rewards from Suy Sing; (b) such other means as allowed and prescribed by the Bank. The Bank reserves the right to add or remove options in funding the Account.
 - 2.3. **Card Usage.** The Account is non-interest bearing and should only be used for the purchase of goods or services in (a) Suy Sing establishments; (b) accredited Merchants via Point of Sale (POS) or online transaction; (c) balance inquiry through ATMs and/or internet and mobile banking; (d) change PIN via ATMs; (e) other activities allowed and prescribed by the Bank. In the event that the Bank finds fraudulent or suspicious activities involving the Account, the Bank reserves the right to suspend/monitor/investigate the Account and require additional details from the Cardholder, as necessary The Bank shall not incur any liability arising from such suspension and until such time that the investigation has been concluded.
 - 2.4. **Account Opening**
 - 2.4.1. The Cardholder will provide the Bank with the signature card and other documentation or information that is required, in connection with the Account. The Cardholder represents and warrants that the documents and information he/she furnished to the Bank are valid, correct, and genuine. The Cardholder is required to update the signature every five (5) years or whenever deemed necessary by the Bank. The Cardholder acknowledges that in the event that the Bank allows electronic submission of the relevant documents set forth in this provision, the Cardholder agrees to comply with the submission of requirements electronically or digitally with the Bank and Cardholder hereby assumes all risks in the electronic transmission of the relevant documents.
 - 2.4.2. In the event that the Bank requires additional information from the Cardholder, the Cardholder shall provide all the additional required information to proceed with the account opening. Failure to provide the additional information required may result in the delay of the account opening, denial of account opening, or if already opened, the Cardholder agrees that the Bank has the right to freeze/suspend the account immediately until the required information/documents have been provided, or close the account at the Bank's sole discretion. If the Cardholder fails to submit any or all the required documentations/information within the period stipulated by the Bank during account opening and continues to do so for a period of thirty (30) or more calendar days from account freezing/suspension, the Bank shall have the right to close the account without need of further notification to the Cardholder. The Bank may at its sole discretion refuse to open an account or close one already opened and the Cardholder agrees to hold the Bank free and harmless from any and all liabilities which the Cardholder or any third party may incur resulting from the Bank's refusal to open an account, suspension or closure of an account due to incomplete, inaccurate or false information submitted to the Bank.
 - 2.5. **Inactivity/Dormancy**
 - 2.5.1. The Account shall be considered inactive if there are , no recorded transactions (excluding fees) or activity on the Account for a continuous period of one (1) year. However, if the Account has a zero balance for three (3) consecutive months regardless of status, the Bank shall have the right to automatically close the Account without notice.
 - 2.5.2. The Account shall become dormant after two (2) years of continuous inactivity regardless of the time of opening the account and shall be subject to dormancy fee Further, after ten (10) years of continuous inactivity, the dormant account shall be escheated in favor of the Philippine Government in accordance with the Unclaimed Balances Law and/or other applicable laws. The Bank will have no further liability to the Cardholder for such funds.
 - 2.5.3. Should there be remaining funds once the Account becomes inactive or dormant, Cardholder hereby expressly agrees that Suy Sing has the right to request for transfer of the remaining funds back to Suy Sing's account either via EFT or MC. In such case, the Bank is authorized to debit the remaining funds from the Account without prior notice to Cardholder and as long as the conditions of crediting back the funds are met. The Cardholder holds the Bank free and harmless from any and all claims, costs or damages that the Cardholder or Suy Sing may suffer resulting from the Bank's action of crediting back any remaining funds from the Cardholder's account to Suy Sing's account and shall be free of any liability that may arise on such action. The Cardholder agrees that the Bank shall not be involved in any claim or dispute between the Cardholder and Suy Sing.
 - 2.6. **Deposit Insurance**
 - 2.6.1. The Account is insured by the Philippine Deposit Insurance Corporation (PDIC), up to a maximum deposit insurance coverage (MDIC) per depositor's Account. As of June 1, 2009, the maximum coverage amount is Five Hundred Thousand Pesos (P500,000.00) per depositor's Account.

- 2.6.2. PDIC shall presume that the name appearing on the deposit instrument is the actual/beneficial owner of the deposit, except as provided herein.
 - 2.6.3. In case of transfers or break-up of deposits, PDIC shall recognize actual/beneficial ownership of transferees who are qualified relatives of the transferor. Qualified relatives are transferees within the third degree of consanguinity or affinity of the transferor.
 - 2.6.4. In the absence of any of the foregoing, PDIC shall deem the outstanding deposit as maintained for the benefit of the transferor, although in the name of the transferee, subject to consolidation with the other deposits of the transferor.
 - 2.6.5. PDIC may require additional documents from the depositor to ascertain the details of the deposit transfer or the right and capacity of the transferee or his relationship to the transferor.
- 2.7. **Data Privacy**
- 2.7.1. The Cardholder expressly gives his/her consent to the collection, processing, and disclosure by the Bank and its affiliates, subsidiaries and third-party service providers of his/her Personal Information, Privileged Information and/ or Sensitive Personal Information defined under Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012, its Implementing Rules and Regulations, and any amendments thereto in connection with the opening and maintenance of the Account and to enable the Suy Sing Super Grocer Card service and protect the Cardholder, verify the application and identity of the Cardholder, do credit investigation and other regulatory reporting, and provide direct/indirect marketing of other Bank products/services that may interest the Cardholder. The Cardholder likewise consents to Suy Sing disclosing the Cardholder's personal information to the Bank.
 - 2.7.2. To the extent that the Bank receives information from the Cardholder under this Agreement, the Bank warrants and agrees that it shall ensure the protection of the data privacy rights of the Cardholder whose personal, sensitive personal, or privileged information is controlled by or processed by it on its own or through its representatives or third-party service providers, in the implementation of this Agreement, as may be applicable. Pursuant thereto, the Bank agrees to comply with the Data Privacy Act of 2012 and all applicable and relevant laws, their respective implementing rules and regulations and data privacy protection rules and policies being implemented or to be implemented by the National Privacy Commission. In line therewith, the Bank warrants and represents that it has in place and is implementing all the organizational, physical and technical security measures for the protection of Personal Information, Privileged Information and/or Sensitive Personal Information required under the Data Privacy Act, and any additional or specific measures required by the data privacy protection rules and policies being implemented or to be implemented as stated in its privacy policy at <https://www.UnionBankph.com/privacy-security#0>
 - 2.7.3. The Bank shall at all times be responsible for ensuring that the Personal Information and/or Sensitive Personal Information, in whatever form, is stored securely and hereby agrees to implement security measures to maintain the confidentiality, integrity, and availability of the Personal Information and/or Sensitive Personal Information; and protect it from accidental or unlawful destruction, alteration and unauthorized disclosure, unlawful processing or use, fraudulent misuse, or loss or destruction while in its custody.
 - 2.7.4. The Cardholder shall defend, indemnify, and hold the Bank, its affiliates, and its respective officers, directors, stockholders, employees, and agents free and harmless from and against any and all claims, suits, causes of action, liability, loss, costs, and damages, including attorney's fees and costs of litigation, in connection with or as a result of any third party claim arising from the personal data breach attributable from acts or omissions resulting from the violation of the Data Privacy Act of 2012.
 - 2.7.5. In case of any judicial order, governmental action, or legal obligation requiring the Bank to disclose Personal Information and/or Sensitive Personal Information of the Cardholder, the Bank shall immediately inform the former. The Bank and the Cardholder shall support and cooperate in the intervention of the Bank in addressing the judicial order, governmental action, or legal obligation, or minimizing the scope of the disclosure.

3. Financial Services

The Bank offers the following types of financial services for an Account through its available channels:

3.1. Internet Banking and Mobile Banking

- 3.1.1. Account Registration and Enrollment. The Cardholder can register and enroll his/her Account at the UnionBank Internet and Mobile Banking by visiting the Bank's website or by downloading the mobile application and thereafter providing all information required by the Bank in said channels. In case of failure of registration or enrollment, the Cardholder should visit any of the Bank's branches and request for a Personal Information update to be able to use the said online banking facilities.

- 3.1.1.1. Cardholder represents and warrants that the information furnished in its enrollment in the channels are correct and accurate.
- 3.1.1.2. Cardholder shall at all times maintain the confidentiality of its Account and Access ID. The Bank is entitled to act on the instructions of the Cardholder and Cardholder shall be liable for said instructions, received via the electronic banking facility which the Bank may reasonably believe to have been fully authorized by, conclusive and binding upon the Cardholder by the use of its Access ID. The Bank shall not incur any liability for following or acting in accordance with or based on the requests and/or instructions coursed through the Bank's electronic banking facility. Cardholder agrees that any unauthorized use of its Access ID involving its enrolled account(s) by any person shall be the Cardholder's sole responsibility and liability.
- 3.1.1.3. It is the Cardholder's duty to ensure at all times that any personal computer or other device, which the Cardholder uses to access the Bank's electronic facility, is free from and adequately protected against acquiring viruses and other destructive or disruptive components. The account holder is solely responsible for the performance and protection of any browser used in connection with the Bank's online banking services including the prompt adoption by the account holder of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers. In accessing the Bank's electronic services in public areas, the Cardholder shall likewise ensure that his/her internet connection is secure. Any exploitation or breach of data as a consequence of compromised internet connection by the Cardholder shall be exclusively borne by him/her.
- 3.1.2. Account Inquiry. Cardholder may view the current balance, available balance and transaction history of the Account.
- 3.1.3. Terms Relating to Goods and Services Purchased using Electronic Transfers.
 - 3.1.3.1. **Non-Liability.** The Bank will not be responsible, in any way, for any goods or services the Cardholder decides to purchase, including and without limitation, their quality, safety, legality or delivery. The Bank will not become involved in any dispute involving such goods or services. The Cardholder also agrees to hold the Bank free and harmless and release it and its respective directors, officers, employees and agents from any and all claims, demands and damages between persons using the financial services such as internet and mobile banking including any claims, demands or damages arising out of or related to the purchase or sale of goods or services.
 - 3.1.3.2. **Charges and Taxes.** The Cardholder is responsible for paying any and all charges and/or taxes that may be imposed by the Bank, other institutions, and the proper authorities, arising from the availment of the services and products under the Account.
- 3.1.4. Access. Access to the Bank's online facility shall be subject to Cardholder's proper enrollment to the channels which are currently or in the future may be owned by the Bank subject to Bank's policy for the generation of its Access ID.
- 3.1.5. Circumstances Beyond the Bank's Control. The Bank shall not be liable for any omission or delay of online transactions due to circumstances beyond its reasonable control, including errors, non-transmission or delays occurring on the part of any of the relevant clearing house, the Bank's sub-agent, and cable or telecommunication company.

3.2 Alerts and Notifications

- 3.2.1. The Cardholder agrees that the Bank, its affiliates, subsidiaries and third-party service providers may send or communicate with the Cardholder through text messages (SMS) or email notification specific prompts, reminders and notices, marketing materials, promotions, loan offerings, and that the information provided herein may be used to pre-qualify the Cardholder for other bank offerings.
- 3.2.2. The Cardholder acknowledges and accepts that each notification may be sent without being encrypted and may include some information pertaining to your Account(s). It is the Cardholder's responsibility to ensure the security of such cellular phone and to hereby hold the Bank free and harmless against any and all liability, administrative, civil or criminal, including, but not limited to those relating to secrecy laws or regulations should any of the notifications be viewed or accessed by persons other than the Cardholder.
- 3.2.3. The Cardholder hereby agrees that the Bank does not guarantee the delivery or accuracy of any SMS Alert which are purely for convenience, information and notification purposes only. The Cardholder shall be fully responsible to monitor the due performance and compliance of needed obligations.
- 3.2.4. In the event that the Cardholder wishes to opt-out from receiving any alert and notification, the Cardholder shall call UnionBank Customer Service at (02) 8841-8600.

4. The Card

- 4.1. The Cardholder will be given an ATM card that is linked to the Account. The Cardholder shall be responsible for the physical security of the Card. The Bank and any of its authorized officer, employee,

- associate or agent may retain the Card, require the Cardholder to return the Card or suspend the use of the Card at any time in its absolute discretion. The Bank shall not be liable for any losses or damages suffered by the Cardholder as a result thereof.
- 4.2. The Card will not become valid or operational until the Cardholder acknowledges receipt of the Card by signing on the appropriate Bank documents. The Card is only valid for the period shown on it unless sooner revoked by the Bank upon prior notice via SMS and/or email to the Cardholder. Upon the expiration of the Card, the Cardholder must immediately destroy the Card by cutting it in half through the magnetic strip. Any unauthorized use of the Card after its expiration or revocation shall be exclusively borne by the Cardholder.
 - 4.3. Unless the Account is terminated upon the expiry date of the Card, the Bank will deliver renewal cards to the Cardholder two (2) months prior to its expiration. In the event that the Card expires and the renewal card is not yet delivered, the Cardholder may go to the nearest UnionBank branch to request for card renewal. The Cardholder shall submit and provide the documents that the Branch may deem necessary and shall be charged a renewal fee, if applicable.
 - 4.4. In case of Defective Card, the Bank shall replace the same for FREE, provided that the Defective Card is surrendered to the Bank with no previous usage, it is not expired at the time of surrender, and provided that the damage or the defect has not been caused by the Cardholder's fault or negligence. On the other hand, replacement cost of Damaged Card shall be shouldered by the Cardholder.
 - 4.5. If the Card is lost or stolen, the Cardholder or any other person acting on behalf of the Cardholder shall immediately notify the Bank by calling the Bank's Customer Service at (02) 8841-8600 and request for card blocking. The Cardholder understands that the request for card blocking shall be subject to the Bank's KYC procedure, in which case, the Cardholder shall be required to provide his/her card number(s) and other pertinent information to establish his/her proper identity. In addition, the Cardholder must immediately notify the concerned institutions and relevant law enforcement agencies pertaining to the lost or stolen Card. All usage made prior to the reporting of the lost/stolen Card shall be conclusively binding to the Cardholder. As such, the Bank shall not be liable for any loss or damage incurred by the Cardholder prior to his/her proper notice to the Bank of the loss or stolen card and the corresponding request for card blocking.
 - 4.6. In cases where the card is lost or stolen, the Cardholder hereby agrees to cooperate with any officers, service providers, employees, associates or agents of the Bank and/or law enforcement agencies in the effort to recover the Card. The Cardholder understands and agrees that the Bank may disclose information about the Cardholder and the Account should the Bank, at its own discretion, deem it necessary to help avoid or recover any loss to the Cardholder or the Bank resulting from the loss, theft, misuse or unauthorized use of the Card.
 - 4.7. The Card is issued for the exclusive use of the Cardholder and is non-transferable and cannot be lent for the temporary use of any other person, nor can the same be pledged or charged as security for any reason and in any manner whatsoever.
 - 4.8. All transactions done through the Card is assumed to have been made by or authorized by the Cardholder.

5. The PIN

- 5.1. An initial ATM PIN will be issued to the Cardholder which is subject to change by the Cardholder through appropriate ATMs.
- 5.2. The Cardholder agrees to keep the PIN private and confidential at all times. Cardholder shall take all reasonable precautions to avoid unauthorized use, including destroying the PIN mailer issued by the Bank promptly after receipt, never disclosing the PIN to someone else, never writing the PIN on the Card or any other item normally kept with the Card, never writing the PIN in a way that can be understood by someone else and immediately notifying the Bank if someone else knows or is suspected of knowing the PIN. The Bank recommends that you regularly change your PIN.
- 5.2. Non-compliance by the Cardholder of this provision shall relieve the Bank of any liability for any loss arising from the use of the PIN to effect any transaction relating to the Account of the Cardholder. Any transaction effected using the account holder's PIN shall be conclusively presumed to have been authorized by the Cardholder.
- 5.3. While the Card is issued by the Bank, Cardholder acknowledges that the Bank has no access to the PIN assigned to the Card and does not have the capability to retrieve information related to the said PIN. In case the Cardholder is unable to remember his PIN, a new card shall be issued to the Cardholder upon the latter's submission of Bank's requirements and payment of fees.

6. Card Facilities

- 6.1 The Cardholder may use the Card, in conjunction with the PIN, to do balance inquiry from ATMs that accept the Card when they are operating subject to applicable fees and charges. The fees incurred from such activity shall be debited from the Account. Other ATM accesses such as withdrawals, fund transfer, bills payment, and other activities are not allowed to be performed as part of its product features.
- 6.2 Subject to the terms and conditions of Merchants, the Card may be used to purchase goods and services from Merchants that participate in the service network and have agreed to accept the Card as a means of payment by signing a sales voucher, by entering the Card information on the Internet, by signing a mail order purchase form showing the number printed on the Card or by placing an order through telephone and quoting the number printed on the Card. The Bank is not liable for any loss or damage from unsuccessful transactions through POS terminals or through online Merchants. Corresponding transaction fees shall be implemented for such transactions. The Cardholder agrees that in cases of conflict between the Cardholder's records and those of the Bank regarding reconciliation of deposit balances, the Bank's record shall, at all times, prevail.
- 6.3 The Cardholder acknowledges that being a digital Bank, electronic submission of required forms duly signed by the Cardholder, documents or IDs may be allowed. The Cardholder agrees to comply with the Bank's Know-Your-Customer (KYC) procedures and Suy Sing's cardholder identification system. The Cardholder warrants that all forms submitted to the Bank bearing a digitized signature complies with R.A. 8792 Electronic Commerce Act, A.M. NO. 01-7-01-SC or the Rules on Electronic Evidence and/or other relevant laws on the subject. The Cardholder/Suy Sing shall indemnify and hold the Bank free and harmless against any and all losses, claims, damages and injuries arising from electronic submission of required forms duly signed by the Cardholder, documents or IDs. The Bank shall place the account on Debit Freeze[*] if the Cardholder/Suy Sing fails to submit all required forms, information needed to open the Account, documents or IDs to the Bank within thirty (30) calendar days from the Cardholder's/Suy Sing's receipt of notice that the Account has been opened. If the Cardholder/Suy Sing still has not complied with the submission of the required forms, information needed to open the Account, documents or IDs after thirty (30) additional days from the day the account was debit frozen, the Bank shall place the Account on Total Freeze[**] without notice to the Cardholder. The Cardholder/Suy Sing agrees to hold the Bank free and harmless from any and all liabilities, claims, causes of action, losses, costs, expenses, and damages that may be incurred by the Cardholder as a consequence of his/her non-compliance to the Bank's KYC requirement.
- 6.4 The Cardholder warrants that all information in the required forms, information needed to open the Account, documents, and all IDs submitted are correct, complete, true, and accurate. In the event that the Bank discovers falsified or inaccurate information based on authentic documents and verified reports provided by the Cardholder/Suy Sing after the account has been opened, the Bank reserves the right to close or freeze the account immediately without prior notice to the Cardholder/Suy Sing.
- 6.5 The Cardholder may use his/her Account and/ or account details to apply for loans and/or credit cards through the use of the Bank's online mobile application and/or loan portals. As an added security, the Bank may require the Cardholder to use their PIN or One Time PIN (OTP) prior to allowing any transaction to go through. It is understood that the PIN / OTP is known only to the Cardholder and the Cardholder hereby warrants that any and all transactions effected using his/her Account with the PIN/OTP shall be conclusively presumed to have been done by and authorized by him/her. Consequently, the Cardholder agrees that the Bank is entitled to act on the instructions received from the Cardholder through the Bank's mobile application and hereby hold the Bank free and harmless from any and all claims arising therefrom.

7. Charges

- 7.1. The Bank has the right to impose, from time to time, interest, fees, service charges, and other Bank charges on the Account and such other products, services, facilities and channels within legal and regulatory limits. The Cardholder expressly authorizes the Bank to debit the applicable penalties, fees and charges from the Account, regardless of status, without need of prior notice or demand. If the Account has insufficient funds to cover the fees and charges, You agree that the Bank may hold all incoming debits to your Account in such amounts sufficient to satisfy the interest, fees, service charges or other Bank charges, and/or suspend the use of products, services, facilities or channels until all amounts due to the Bank are satisfied, without any liability on the part of the Bank.
- 7.2. The Bank shall charge the Cardholder a fee levied by Visa and Bancnet with respect to each balance inquiry made using the Card in any ATMs other than the Bank's ATM. The fee shall be in accordance with the Bank's schedule of fees prevailing at the time of the balance inquiry.
- 7.3. The Cardholder agrees to pay the charges shown in clause 7.6, as these charges are incurred or, at the Bank's option, the charges shall be deducted directly from your Account balance. The Bank shall not be

liable for the dishonor of Items or other debits resulting from the deduction of any charges, as authorized by the acceptance of these terms.

- 7.4. The Bank shall convert the amount of every transaction made in a different currency to the Account Currency. The Bank shall make the conversion based on the Visa Foreign Exchange rate at the time of the transaction. If the Account Currency is in Philippine Pesos and the Cardholder uses his Card outside the Philippines, the transaction shall be converted to its Philippine Peso equivalent based on the Visa Foreign Exchange rate at the time of the transaction plus 3% Foreign Exchange Fee and bank charges, as applicable. Similarly, if the Account Currency is in US Dollars and the Cardholder uses his/her Card at a Philippine peso-denominated, Visa-affiliated merchant, the transaction amount will be converted to its US dollar equivalent based on the prevailing Visa Foreign Exchange rate at the time of the transaction plus 3% Foreign Exchange Fee and bank charges, as applicable.
- 7.5. In the event the Cardholder prequalifies for any Bank product offering and consents to the processing of the same, the Cardholder agrees and authorizes the Bank to conduct verification and check the accuracy of all account information. Further, the Cardholder authorizes the Bank to debit all charges arising from the availment of the Bank's product offering such as but not limited to application and processing from their Account unless otherwise specified.
- 7.6. Schedule of Fees and Rates
- 7.6.1. The Schedule of fees and rates are as follows:

Activity (PESO ACCOUNTS)	Charge
Non-UnionBank Balance Inquiry	₱2.00
Card Replacement	₱200.00
SOA Hard Copy Request	₱100.00
RePIN Printing Request	₱50.00
International Visa ATM Balance Inquiry	\$1.00

7.6.2. It is understood that the foregoing schedule of fees and rates are subject to change by the Bank without prior notice to the Cardholder. It is the responsibility of the Cardholder to make sure that he/she is aware of any changes in the schedule of fees and rates by contacting the Bank or visiting the Bank's website.

8. General

- 8.1. The total amount of any transactions carried out in any one day shall be limited to such amounts and shall be subject to such other conditions imposed by the Bank from time to time upon proper notice to the Cardholder through electronic means or upon written notice to the Cardholder.
- 8.2. The Bank shall issue the Card only upon Cardholder's completion of the application form and submission of the required documents and the same has been accepted by the Bank (see provision 6.3).
- 8.3. If the Bank is asked by the Cardholder to authorize a transaction, the Bank may take into consideration any other previous transactions which have been authorized but have not been debited to the Account. If the Bank determines that there are or there will be insufficient available funds in the Account to pay the amount that would be due in respect of such transaction, the Bank may, in its own discretion, refuse to authorize any or all of the transactions. In which event, any or all transactions will not be debited to the Account. The Bank shall not be liable for any loss or courses of action resulting from any such refusal to authorize any transaction.
- 8.4. The Cardholder agrees to allow the Bank, its Affiliates and third-party service providers to inquire, hold, and/or debit the Account, without need for any further instrument, deed, consent or authorization, in instances of, but not limited to, garnishment, fraud or any error or mistake in credit made by the Bank initiated and instructed by the Cardholder. Should the Account balance be insufficient to allow debit of such amount in order to correct said error or mistake, You hereby authorize the Bank to debit the said amount plus interest and charges, if any, from the time the amount becomes due to the Bank, from any other Account in your name, whether singly or jointly with others, or whether maintained with the Bank or any of its subsidiaries or affiliates.

9. Termination

- 9.1. The Bank, at its own discretion, may also initiate account closing and blocking of transactions immediately if any of the following scenarios happen:
 - 9.1.1. The Suy Sing Super Grocer Card kits are unclaimed beyond the period of thirty (30) days after the account opening;
 - 9.1.2. The Account has insufficient balance to pay corresponding bank charges;
 - 9.1.3. Account is mishandled by the Cardholder in any way or fails to abide by these Terms & Conditions;
 - 9.1.4. Account is involved in or used or suspected to be used for any fraudulent, criminal or unlawful activities or transactions;
 - 9.1.5. The information provided to the Bank to open the Account is falsified, invalid, lacking or inaccurate based on authentic document and/or verified reports; and/or
 - 9.1.6. In cases of fraudulent or suspicious transactions in the Account as defined in the AMLA or other related laws.
 - 9.1.7. If in the perception of the Bank, the maintenance of the account exposes the Bank to any kind of risk such as but not limited to financial, operational, legal, reputational or other risks;
 - 9.1.8. If in the Bank's sole determination, there are circumstances that warrant termination or closure of the Accounts; or
 - 9.1.9. In cases where the Cardholder fails to provide any additional documentations as required by the Bank.
- 9.2. The Cardholder agrees to hold the Bank, its officers and employees free and harmless from any and all liabilities, claims and demands of whatever kind or nature related to or arising from:
 - 9.2.1. Account closure for whatever reason; and/or
 - 9.2.2. The dishonor of any check thereunder which may be presented to the Bank after the closing of the Account; and/or
 - 9.2.3. The Bank reporting the account closure and the reason(s) thereof to the BSP, Bankers Association of the Philippines (BAP) or any other central monitoring entity or bureau established by the BAP or BSP to keep record of and monitor mishandled accounts.
- 9.3. After an Account is closed, the Bank has no obligation to accept credits from Suy Sing and other debits from/to any allowed transactions. The Cardholder agrees to hold the Bank free and harmless from refusing to honor any Item, credits or other debit on a closed Account.
- 9.4. The Agreement comprised in this T&Cs shall be deemed to remain in full force and effect to any transaction that is completed prior to the Account's termination even if the same is not yet debited to the Account; except in cases where the continuation of the instruction or action results to violation to any applicable laws.
- 9.5. Termination of the Agreement comprised in these T&Cs shall not prejudice any liability in respect to things done or omitted to be done prior to its termination.

10. Compliance with existing law/s

The Cardholder warrants and attests that the usage of his/her Account will not violate any provision of the Anti-Money Laundering Law and its amendment, other pertinent laws, government rules or regulations. Should the Cardholder commit any violation thereof, or found to be involved in any AMLA predicate crimes and other similar crimes, the Bank is hereby authorized to close or freeze the Cardholder's Account immediately without prior notice to the Cardholder. In such case, the Cardholder agrees to render the Bank free and harmless from any liability which may result from the Cardholder's violation of said laws, rules, or regulations.

11. Governing Law

This Agreement and all other matters concerning issuance, usage, and possession of the Account shall be governed by the laws of the Philippines.

12. Undertaking and Limitations of Liability

- 12.1. The Cardholder agrees to return immediately any overcredit, erroneous credit, or misposting of any amount to the Cardholder's Account which may have resulted from but are not limited to: systems error, error in communication, without need of notice or demand plus any and all expenses, costs and damages which the Bank may have incurred including penalties or interests, in the event that the has had to enforce its right to recover or collect the overcredit, erroneous credit or misposting. As such, the Cardholder irrevocably agrees, without need of further act and deed, to have his/her account locked or put on hold any and all amounts then

existing in the account and any and all credits which the account may receive until the full amount of the overcredit, erroneous credit or misposting including penalties or interests has been fully recovered and collected. The Cardholder agrees that the Bank shall not incur any liability for exercising its rights hereunder and such exercise of the Bank's rights is without prejudice to other remedies available to the Bank. Failure or refusal of Cardholder to account for and return the overcredit, erroneous credit or misposted amount shall be prima facie presumption of misappropriation with intent to defraud on the Cardholder.

- 12.2. The Bank shall not be liable for any loss or damage suffered by the Cardholder as a consequence of: (i) his/her use or misuse of the Card or the Internet banking; (ii) incomplete, inaccurate, incorrect information provided by the Cardholder to the Bank; (iii) bad faith, fraud or misrepresentation on the part of the Cardholder; (iv) prolonged power outages, breakdown in computers, peripherals devices and communication facilities, typhoons, floods, public disturbances and calamities and other similar or related cases beyond the control of the Bank; (v) defects and delays in machines and networks where Card is being used (ATMs, POS, online, etc.) thus limiting the use of the Card; (vi) the Card not being honored or being declined for any reason whatsoever; or (vii) any delay in the crediting of funds or debiting of payment from the Suy Sing.
- 12.3. Any issue on the amount of reward points or deficiency of payment (or any issue relating to the underlying transaction for the payment) shall be exclusively settled between the Cardholder and Suy Sing or Cardholder and the Merchant, and the Bank shall be excluded from any discussions or disputes thereon and shall be rendered free and harmless and indemnified by the Cardholder from any liability caused to the Bank relating to such dispute.
- 12.4. The Bank has no liability to the Cardholder for any damage or loss it may suffer by reason of the use of his/her use of mobile phone/gadget, software or web browser. The Bank shall also not be responsible for any signal interception, failure or electronic viruses that the Customer may encounter in the use of their mobile phone/gadgets or web browser.
- 12.5. The Bank shall not be liable to the Cardholder for any modification, suspension, or discontinuance of operation of its Internet banking due to order of the court, or any regulatory agency, the Cardholder's negligence, acts, or omissions, or those of third persons or for any causes beyond the control of the Bank.
- 12.6. The Bank makes no warranty of any kind, express, implied or statutory, regarding its Internet banking, and all such warranties, including without limitation the implied warranties of merchantability, fitness for particular purpose and non-infringement are hereby expressly disclaimed by the Bank. The Cardholder acknowledges that the Bank has not represented or warranted that the services will be uninterrupted, error free or without delay. The Cardholder may not rely upon any representation or warranty regarding the services or software by any third party, including, without limitation, representations or warranties by an ISP.
- 12.7. The Bank shall not be responsible for any infiltration of its security systems, provided that the Bank has used commercially reasonable efforts to prevent any such infiltration.
- 12.8. In no case shall the Bank be liable for indirect, incidental, special or consequential losses, including lost revenue, lost profit, replacement of goods, loss of technology, rights or services, loss of data, interruption or loss of use or service or system, even if advised of the possibility of said damages. Further, the Bank's liability for any loss or damage to the Cardholder under this Terms and Conditions, shall in no case exceed the amount of Ten Thousand Pesos (Php10,000.00) or the actual damage incurred, whichever is lower. Any claim or complaint in relation to any the Card transaction must be reported and presented to the Bank within ten (10) calendar days from transaction date; else, the said claim/complaint will be deemed irrevocably waived

13. Disputes

- 13.1. In case of errors or questions about transactions made in the Account or any concerns thereto, you may call the Bank's hotline at (+632) 8841-8600, or email customer.service@unionbankph.com Only calls received and successfully made and emails acknowledged through these channels shall be considered received by the Bank for purposes of these Terms and Conditions.
- 13.2. Upon report of any errors, questions or concerns, you will be required to provide personal information and other details to the Bank for identification purposes.
- 13.3. If there is a claim of error or unauthorized transaction, you agree to cooperate with any officers, service providers, employees, or agents of the Bank and/or law enforcement agencies in the conduct of investigation to determine the cause of the error or the unauthorized transaction. You understand and agree that the Bank may disclose information about you and your Account should the Bank, at its own discretion, deem it necessary to avoid or recover any loss by reason of the error or the unauthorized transaction.
- 13.4. All transactions made prior to the reporting of the error or the unauthorized transaction shall be conclusively binding to you. As such, the Bank shall not be liable for any loss or damage you may incur prior to such report.
- 13.5. Cardholder/s shall be informed about the possible investigation charge of Php 1,000 should the claim/complaint be proven malicious and untrue.
- 13.6. The Bank will, on a best-effort basis, investigate the complaint or question within a period indicated in 13.8 to determine whether an error or unauthorized transaction occurred and the cause thereof. Liabilities for loss and

damages shall be governed by the provisions of these T&C. Disputed transactions which have been properly processed, investigated and resolved in your favor shall be credited/reimbursed back to your Account.

- 13.7. For complaints on transactions as well as the transaction details, the account holder/s has/have twenty (20) calendar days from the posting date of the transaction to raise any issues thereon otherwise the transactions shall be considered correct and accurate and any claim against the Bank shall be deemed waived.
- 13.8 The Bank shall, based on its own assessment, resolve any complaints or requests within the period indicated below:
- 13.8.1. **Simple complaint/request** refers to any complaint/request where frontline staff/officer solution or immediate explanation or action can be rendered. A resolution is immediate if it can be resolved without the need for third party intervention. Resolution must be achieved within a seven (7)-day period.
- 13.8.2. **Complex complaint/request** refers to any complaint/request which needs assessment, verification, or investigation with third-party intervention. Resolution may be achieved ideally within a 45-day period.

14. Consumer Protection

The Bank is an entity regulated by the BSP with email address at consumeraffairs@bsp.gov.ph.

For complaints resolution, please be guided by the turnaround time set by the BSP and in line with the Bank's Consumer Assistance Management System (CAMS).

15. Miscellaneous

- 15.1. The Bank shall not be liable to the Cardholder for any loss suffered as a result of the Bank being prevented from or delayed in providing any banking or other services to the Cardholder due to force majeure or other circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, epidemic, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority.
- 15.2 The Bank may conduct reviews, monitor the account and require additional documents as needed. The Cardholder agrees that failure to submit may result to the restriction of the account and even account closure.
- 15.3. These T&Cs and the banking practices and charges relating thereto may be changed by the Bank at any time by notice thereof to the Cardholder. Any such changes will be effective from the date of the notice or such later date as may be specified therein. However, if the change is made for security purposes and to prevent further losses, the Bank can implement such change without prior notice.
- 15.4. Suy Sing Super Grocer Cards unclaimed after thirty (30) calendar days after account opening shall be destroyed.
- 15.5. Any signature (including any electronic symbol or process attached to, or associated with these T&Cs or other record, and adopted by the Cardholder with the intent to sign, authenticate or accept such these T&Cs or record) hereto and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law. The delivery of any copy of this T&Cs or any other document contemplated here bearing an original or electronic signature by electronic mail or other electronic means in portable document format (.pdf) or other electronically readable form or means intended to preserve the original appearance of a document, will have the effect of complete delivery of the original document, provided, however that the Bank may require the execution of a paper-based version of the document if required for notarization or audit purposes or regulatory compliance. The Cardholder hereby waives any objection to the validity, enforceability and delivery of the T&Cs as defined in this clause.
- 15.6. Any legal action or proceeding arising or related to these T&Cs shall be brought only in the proper courts of Pasig City, Philippines to the exclusion of all other venues.
- 15.7. I hereby acknowledge and authorize: 1) the regular submission and disclosure of my basic debit card & credit card data (as defined under Republic Act No. 9510 and its Implementing Rules and Regulations) to the Credit Information Corporation (CIC) as well as any updates or corrections thereof; and 2) the sharing of my basic debit & credit data with other lenders authorized by the CIC, and credit reporting agencies duly accredited by the CIC.

¹¹ Debit Freeze is the Bank's act of suspending all types of debit transactions (e.g. withdrawals, online purchases, etc.) from being done to the account.

²² Total Freeze is the Bank's act of suspending all types of transactions from being done to the account including DEBIT and CREDIT transactions (e.g. salary credits, fund transfers to the account, cash withdrawals, online purchases, etc.).