

PREPAID CARD TERMS AND CONDITIONS

1. AGREEMENT TO GENERAL BANKING TERMS AND CONDITIONS AND NETWORK TERMS AND CONDITIONS

This Terms and Conditions shall be subject to Metrobank's General Banking Terms and Conditions ("GBC") and the existing policies and procedures of Metrobank relative to the Prepaid Card which are deemed incorporated herein by way of reference, and as may be amended or supplemented by Metrobank from time to time. Moreover, since the Prepaid Card utilizes the facilities and/or network of Mastercard and BancNet (and/or other local and international networks), the use of the Prepaid Card is likewise subject to the terms and conditions imposed by Mastercard and BancNet (and/or other local and international networks). The Cardholder agrees that his/her signature on the application form and/or the use of the Prepaid Card, constitutes the Cardholder's agreement to these Terms and Conditions, as well as the acceptance of the corresponding risks associated with the use of the Prepaid Card.

2. ABOUT THE METROBANK PREPAID CARD

- The Metrobank Prepaid Card (the "Prepaid Card") is a reloadable and multipurpose electronic value card. The Prepaid Card may be issued to retail clients, and may be preprinted (with no name embossed), or printed (with name embossed). As used hereunder, "Cardholder" shall refer to the name embossed on the Prepaid Card or the authorized holder of the Prepaid Card.
- A retail client can avail of multiple Prepaid Cards under his/her name.
- Cards from any other person or entity not authorized by Metrobank shall be at the Cardholder's own risk.

3. PREPAID CARD FEATURES

- The Prepaid Card is not a deposit product and has no initial deposit and maintaining balance requirements.
- The Prepaid Card balance may only be redeemed at face value. It shall neither earn interest nor rewards nor other similar incentives convertible to cash, nor may it be purchased at a discount.
- The Prepaid card will be activated upon issuance.
- The Prepaid Card may be used for:
 - Purchase items/goods/services at accredited merchants, without additional fee or charge to the Cardholder, using Point-of-Sale ("POS") terminals via contact ("tap") or "wave" and contactless transactions (which may either be signature-based or Personal Identification Number (PIN) based authorization);
Withdrawal of cash through designated ATMs;
 - Receipt/transfer of value from/to another Prepaid Card, Metrobank account or account from other banks;
 - Balance inquiry;
 - Loading/reloading value;
 - Bills payment;
 - Changing the Prepaid Card's PIN through ATM for ATM and POS transactions;
 - Access to transaction logs via ATM, Metrobank Online ("MBO") and the Metrobank App ("MBOA");
 - Request Statement of Accounts (SOA) via ATM or at branch of account; and
 - Online purchases.
- The Prepaid Card may be loaded with value through:
 - Over-the-Counter ("OTC") cash reload at Metrobank branches;
 - Fund transfers using Metrobank's electronic channels ("e-Channels") such as Automated Teller Machines ("ATMs"), internet banking and mobile banking;
 - And such other manner as may be prescribed by Metrobank.
- Fees and charges
 - For up-to-date fees and charges, please refer to the Metrobank website <https://www.metrobank.com.ph/articles/bank-services-and-charges>.
 - Other charges and applicable fees may be charged for transactions done in non-Metrobank ATMs.

4. CARD VALUE

- The maximum aggregate load limit of the Prepaid Card together with other Metrobank retail cash cards of the Cardholder shall be PHP150,000.00 per month.
- Metrobank reserves the right, upon approval of the BSP, to adjust the aggregate load limit as it deems fit, and shall inform Cardholder through various channels available such as email, SMS and the Bank's website: www.metrobank.com.ph.
- The Prepaid Card and the value stored therein are not insured by the Philippine Deposit Insurance Corporation (PDIC). (with reference to 3(a))

5. INACTIVE PREPAID CARD

- The Prepaid Card shall automatically be placed in inactive status after a period of one hundred eighty (180) days of financial inactivity from the date of last transaction.
- A Prepaid Card while in inactive status shall be subject to a monthly maintenance fee to be automatically deducted by Metrobank from the outstanding value of the Prepaid Card at month's end. Once the value of the inactive card becomes zero, the same will be automatically closed.
- However, once the Cardholder uses the Prepaid Card while inactive status, it shall automatically revert to active status.
- For inactive fees, please refer to the Metrobank website <https://www.metrobank.com.ph/articles/bank-services-and-charges>.

6. PROTECTING YOUR METROBANK PREPAID CARD AGAINST FRAUD/ UNAUTHORIZED TRANSACTIONS

- The Cardholder understands that his/her Prepaid Card may be compromised through phishing/ pharming/ sophisticated fraud schemes that will enable unauthorized person(s) to withdraw money/transfer funds from his/her account or purchase goods/ services using his/her Prepaid Card. The Cardholder acknowledges his/her indispensable role in protecting himself/herself from becoming a victim of fraud/ scams.
- The Cardholder shall in all circumstances assume full responsibility for all transactions processed using the Prepaid Card, whether or not the transaction was processed with the Cardholder's knowledge or authority.
- The Cardholder agrees that he/she is liable for all withdrawals from his/her account using his/her Account Information and/or Card. The Cardholder further agrees to indemnify and hold free and harmless the Bank, its subsidiaries and affiliates, as well as any of its officers, directors and employees against any and all losses, claims, damages, penalties, liabilities related to this.
- In line with this, the Cardholder undertakes not to disclose to anyone his/her Prepaid Card information, including but not limited to his/her Customer ID, Password, One-Time Password (OTP), Prepaid Card PIN, Security Questions and Answers, through any, but not limited to the following means:
 - Response to an e-mail requesting him/her to divulge Prepaid account or personal information via a spoof or fake Metrobank website.
 - Use of e-mail or internet facility (other than the secured Metrobank website) that has a virus/ malware infection which directs the user to a fraudulent website despite typing in a correct and legitimate website address and through which Prepaid Card or personal information has been provided.
 - The Cardholder agrees that he/she is liable for any and all withdrawals from his/her account using his/her Account Information and/or Card. The Cardholder further agrees to indemnify and hold free and harmless the Bank, its subsidiaries and affiliates, as well as any of its officers, directors and employees against any and all losses, claims, damages, penalties, liabilities related to this.
- Should a Prepaid Card be compromised, the Cardholder authorizes the Bank to disclose Prepaid Card information to any appropriate judicial or government agency for purposes of prosecuting, filing action or taking any legal remedies available under the law.

7. LIMITATION OF LIABILITY

- The Cardholder hereby agrees not to disclose his/her PIN to anyone and to safeguard the Prepaid Card as if it were cash. Metrobank shall not be liable for any loss or damage of whatever nature in connection with transactions involving the use of the Prepaid Card, in any of the following instances:
 - Disruption, failure or delay due to circumstances beyond the control of Metrobank;
 - Fortuitous events such as, but not limited to, prolonged power outages, breakdown in computers and communication facilities, typhoons, floods, public disturbances, calamities and other similar cases;
 - fraudulent or unauthorized use of the Prepaid Card;
 - inaccurate, incomplete or delayed information received due to disruption or failure of any communication facilities;
 - mechanical defect or malfunction of the electronic device on which the Prepaid Card is used; and
 - improper, unauthorized use of the Prepaid Card's facilities and electronic devices, or accident or recklessness in connection with the use thereof.
- Further, Metrobank shall not be liable for any indirect, incidental or consequential loss, loss of profit or damage that the Cardholder may suffer or has suffered by reason of the use or failure or inability to use the Prepaid Card under these Terms and Conditions. This provision shall survive the termination or suspension of the right to use the Prepaid Card.

8. PREPAID CARD REPLACEMENT

Metrobank may replace damaged defective (never used) Prepaid Cards provided the old Prepaid Card is surrendered.

9. COMPROMISED, STOLEN, OR LOST PREPAID CARD

The Cardholder shall immediately report any compromised, lost, or stolen Prepaid Card to Metrobank's Call Center at (02) 88-700-700. Prior to such report, all transactions made using the lost/stolen Prepaid Card shall be deemed conclusively binding upon the Cardholder, and Metrobank will not be liable for any loss or damage incurred by the Cardholder. Upon submission of the requirements, which Metrobank may require, a new Prepaid Card will be issued to the Cardholder subject to a replacement fee.

10. PREPAID CARD TRANSACTION DISPUTES

Any transaction dispute shall be subject to the standard investigation or chargeback process of the Bank and/or concerned financial institution, merchant, BancNet, Mastercard, or other local and international networks

11. FOREIGN EXCHANGE TRANSACTIONS

Metrobank shall automatically convert all amounts arising from transactions denominated in foreign currency to Philippine Peso using the prevailing foreign exchange rate of Metrobank on transaction posting date.

12. BLOCKING, DEACTIVATING, AND CLOSING A PREPAID CARD

- Metrobank reserves the right to block, deactivate and/or close the Prepaid Card or to suspend and/or terminate the right to use the Prepaid Card at any time, without reasonable notice to the Cardholder in any of the following instances:

- Fraud
 - Violation by the Cardholder of these Terms and Conditions and/or any other agreement with Metrobank
 - Whenever required by law, rules and regulations or by the courts or regulatory authority
 - Changes in the internal policies of Metrobank
 - Whenever the continued use of the card will expose the Bank to regulatory risks
 - Whenever necessary to protect the interests of Metrobank, whatever may be the cause.
- b) The Bank likewise reserves the right to collect charges or penalties in the above-enumerated instances without need of notice to the Cardholder.

13. CONSENT TO PROCESSING AND DISCLOSING OF INFORMATION

- In availing of any products, including this Prepaid Card, the Cardholder hereby authorizes the Bank, without need of prior notice, to receive, record, use, process, store, disclose, and/or share to any of its affiliates and/or subsidiaries within the Metrobank Group, or its agents, or third parties which provide related services or have contractual obligations with the Bank, or any government agency/regulatory body/branch, which in turn is/are authorized to receive relevant Prepaid Card information/data/opinion pertaining to the Cardholder, including but not limited to personal circumstances, privileged information, sensitive personal information, Prepaid Card opening date, Prepaid Card balances and any and all other information pertaining to all Prepaid Card/s now existing or which may hereafter to be opened, whether or not assigned as collateral, (the "Information"), for the following purposes:
 - To commence and to facilitate the administration and operation of Prepaid Cards, and the efficient delivery and/or implementation of the services of the Bank.
 - To protect the Cardholder or the Bank against fraudulent, unauthorized, or illegal transactions.
 - To validate, verify, and/or update the Information and its related documents.
 - To enforce the Bank's rights or to allow it to perform its obligations by reason of any law, rules and regulations, contract, or orders from any court or quasi-judicial and administrative offices with corresponding duty to keep such information confidential in accordance with the Bank's Data Privacy Policy.
 - In the prosecution or defense of the Bank or its directors/officers/employees with regards to disputes or claims pertaining to the products and services of the Bank.
 - In order for the Bank, its affiliates and/or subsidiaries within the Metrobank Group to offer or to provide other related products and services to the opinion and evaluation.
 - In order for the Bank, its affiliates and/or subsidiaries within the Metrobank Group to perform the required customer due diligence and Money-Laundering and Terrorist Financing risk management.
- In granting the above authorities, the Cardholder hereby waives his/her rights to confidentiality and privacy of the Information and such other rights as may be provided under Republic Act (RA) No. 1405 (Law on the Secrecy of Bank Deposits), RA No. 6426 (The Foreign Currency Deposit Act), RA No. 8971 (General Banking Law of 2000), RA No. 10173 (Data Privacy Act of 2012), or all other applicable laws, which may be in conflict with the Bank in carrying out the said authorities.
- If Metrobank is served with a subpoena or other legal process in connection with the Cardholder's relationship with Metrobank, then the Bank may comply with such order, including but not limited to the disclosure of the Prepaid Card information of the Cardholder.
- In relation to and/or to enable the Bank to comply with local and international anti-money laundering laws and regulations, the Cardholder hereby authorizes the Bank to disclose to local and/or international government entities/authorities and/or regulatory bodies, Bank's subsidiaries and affiliates, and/or its local and/or foreign correspondent banks, information relative to the Cardholder and/or his/her/its products, cards, Prepaid Cards and transactions, which shall include, but not limited to, the following personal information, i.e., birth date; birthplace; employment; profession; business address; contact information; date when Prepaid Card/s was/were opened, transaction details, purpose of the transaction/s, etc. The foregoing includes the authority of the Bank to supply any supporting transactional documents, when required by any of these entities.
- The Cardholder releases and holds the Bank, its directors, officers, staff, representative and/or agent, free and harmless from any liabilities, suits, actions, losses, and/or damages that may arise out of such disclosure.

14. CARDHOLDER INFORMATION AND UPDATING

- The Bank undertakes to inform the Cardholder of the needed update of all information/records relative to him/her and his/her Prepaid Card subject to agreed frequency or necessity, as the case may be. Likewise, it shall also be the responsibility of the Cardholder to update all information/records relative to him/her and his/her Prepaid Card with the Bank and to submit documents in support thereof. The failure of the Cardholder to provide updated information and supporting documents shall be deemed as the Cardholder's Confirmation that all the information, documents and records relative to the Cardholder and his/her Prepaid Card which the Bank has on record/ file continues to be current, valid, and effective, and that the Bank has the right to rely thereon, until and unless the Bank receives the required update with supporting documents from the Cardholder which are satisfactory to the Bank. The Cardholder releases and holds the Bank, its directors, officers, staff, representative and/or agent, free and harmless from any liabilities, suits, actions, losses, and/or damages that may arise out of such reliance. The Cardholder's refusal to provide updated information when required by the Bank shall be considered as mishandling the Prepaid Card.
- All particulars, data, information and documents which the Cardholder has provided or submitted to the Bank are complete, accurate and true to his/ her best knowledge and he/she shall immediately notify the Bank in writing of any changes thereto.

15. CARD CANCELLATION AND HOLDING OF FUNDS

- The Cardholder agrees that under reasonable circumstances, the Bank may, at its discretion, retain/hold the funds in the Prepaid Card automatically at any time, without notice to the Cardholder.
- The Cardholder hereby acknowledges the right of the Bank to close/cancel the Prepaid Card, with reasonable notice, in case the Prepaid Card is mishandled, the Cardholder misrepresented matters concerning his/her identity, nature of business and/or any other pertinent information, the Prepaid Card is used for illegal activities, closure is required by law or regulation, or due to any reason where the continuation of the Prepaid Card is not in the best interest of the Bank.
- In the event that the Prepaid Card is closed/cancelled due to mishandling, the Cardholder authorizes the Bank to report such closure and the reason(s) therefore to the Bankers Association of the Philippines (BAP), to any central monitoring entity established by the BAP, or any government entity as may be required by the law, to keep record of and monitor all mishandled Prepaid Cards. Furthermore, the Bank shall impose an Early Closure Fee in the event that the Prepaid Card is closed/cancelled within 30 days from the date of Prepaid Card opening.
- The Cardholder agrees to hold the Bank and its officers and employees free and harmless from any and all liabilities, claims and demands of whatever kind or nature in connection with or arising from (a) the closure of the Prepaid Card /card; (b) the dishonor of any check; and/or (c) the reporting by the Bank of the dishonor of any check or the closing of the Prepaid Card and the reason(s) therefore to the BAP or to any central monitoring entity established by the BAP.
- In such an event, the Bank shall issue a cashier's check for the balance of the Prepaid Card. The Bank shall send by registered mail to the Cardholder at his/her last known address indicated in the Bank's records, the notice of closure of the Prepaid Card with a request for the Cardholder to obtain from the Bank the cashier's check representing the balance of the Prepaid Card, if any, and to return to the Bank the passbook, the Prepaid Card and/or all unused checks in his/her possession.
- However, in case of a Bank-initiated closure due to, but not limited to, opening of fictitious Prepaid Card, submission of falsified/fake documents, misrepresentation, etc., the Bank shall be entitled to hold the release of the funds unless and until the Cardholder has submitted valid, legal and acceptable documents proving that he/she is entitled to the funds in the closed Prepaid Card.

16. CUSTOMER SERVICE

The Cardholder may contact the following for any concerns, complaints or clarifications about the Prepaid Card (features, processes and content):

Branch of Account
24x7 Contact Center: (02) 88-700-700
24x7 Domestic Toll Free: 1-800-1888-5775
E-mail: customer@metrobank.com.ph

17. MISCELLANEOUS

- The Bank reserves the right to change, amend, supplement or modify any of the terms and conditions herein subject to written notice or publication in a manner Metrobank considers appropriate sixty (60) days prior to the effectivity thereof, unless otherwise directed by the BSP, existing laws, rules and regulations.
- Should the Cardholder not agree with the new/revised/modified Terms and Conditions, he/she may terminate the Agreement without the applicable penalty; provided such right is exercised within thirty (30) days from notice, either through an individual notice or issuance of public notice.
- In case of conflict between the provisions of these Terms and Conditions and the terms and conditions specifically applicable to any particular Card product, the latter shall prevail.
- In all cases not specifically provided herein or in any written agreement/ contract between the Bank and the Cardholder the usual customs and procedures practiced by banks in the Philippines shall govern all transactions between the Bank and the Cardholder with regard to the Prepaid Card. The Prepaid Card is also subject to such laws, rules, issuances and/or regulations as may be imposed by the Bangko Sentral ng Pilipinas, the Bankers Association of the Philippines and the Philippine Clearing House Corporation, and other regulatory bodies of the government, relative to the establishment and operation of the Prepaid Card or usage of any of the Bank's Facility or Bank services, to which the Cardholder fully agrees to be bound thereby.
- It shall be the Cardholder's responsibility to regularly check Metrobank's official websites: www.metrobank.com.ph and www.metrobankcard.com for any changes or announcements related to the Metrobank Prepaid Card, Metrobank Online and Metrobank App, Metrobank's Privacy Policy, and other related terms and conditions of Metrobank.
- These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of the Philippines. The Cardholder agrees that any dispute in relation to this Agreement shall be settled by the Philippine courts in Makati City, at Metrobank's option, without prejudice to the jurisdiction where the Cardholder or any of his/her assets may be found or located.
- In case the Cardholder defaults under these Terms and Conditions, then Metrobank may also consider the Cardholder in default under any of his agreements with Metrobank and any of its subsidiaries and/or affiliates (together with Metrobank, the "Metrobank Group"). The Metrobank Group may immediately debit the Cardholder's accounts or subject any of his/her properties in the custody of the Metrobank Group to a lien or encumbrance to settle any of his/her obligations herein. The Cardholder authorizes the Metrobank Group to share information among themselves regarding information of the Cardholder's accounts and properties to give full effect to this provision.

na kunin ang nasabing "cashier's check" mula sa Bangko, ibalik ang passbook, and Prepaid Card at/o lahat ng hindi nagamit na cheke na kanyang hawak.

- f. Sa pagkansela o pagsara ng Prepaid Card na pinasimulan ng Bangko dahil sa, ngunit hindi limitado sa, mga dahilan tulad ng pagbubukas ng fictitious account, pagsumite ng mga pekeng dokumento, maling representasyon, atbp., ang Bangko ay may karapatan na harangan ang paglabas ng pondo hanggang sa ang Cardholder ay makasumite ng balido, legal at katanggap-tanggap na mga dokumento na nagpapatunay ng kanyang pagkakakilanlan at karapatan sa pondo na nakapaloob sa nasarado o nakanselang Prepaid Card.

16. CUSTOMER SERVICE

Para sa anumang reklamo, isyu o alalahanin at mga katanungan tungkol sa Prepaid Card (mga tampok na katangian, proseso, nilalaman at iba pa), maaaring makipag-ugnayan ang Cardholder sa mga sumusunod:

Sangay ng Account (Branch of Account)
24x7 Contact Center: (02) 88-700-700
24x7 Domestic Toll Free: 1-800-1888-5775
E-mail: customercare@metrobank.com.ph

17. ANG MGA TUNTUNIN AT KONDISYON NA ITO

- a. Inilalaan ng Bangko ang karapatang amyendahan, dagdagan o baguhin ang mga tuntunin at kundisyon na ito, na may paunang kasulatang-abiso sa Cardholder animnapung (60) araw bago maipabisa ito, maliban kung maiba ang itinakda ng BSP, umiiral na mga batas, patakaran at regulasyon. Sa pamamagitan ng pag-"avail" at/o paggamit ng Prepaid Card, mga pasilidad o alinmang serbisyo ng Bangko, kabilang ang mga susunod pang pagbukas ng bagong Prepaid Card o aplikasyon para sa ibang pasilidad o serbisyo ng Bangko, ang Cardholder ay sumasang-ayon na mapasailalim sa Kasunduan na ito at sa lahat ng tuntunin at kundisyon na napapaloob dito, kabilang ang anumang pagbabago, pag-amyenda o suplemento sa Mga Tuntunin at Kondisyon na ito.
- b. Sa pagkakataong ang Cardholder ay hindi sumang-ayon sa bago/binagong Mga Tuntunin at Kondisyon, maaari nitong wakasan ang Kasunduan nang walang kaukulang multa, sa kondisyon na ang naturang aksyon ng pagwakas ay maisagawa sa loob ng tatlumpung (30) araw mula sa pagpapakalat ng paunawa.
- c. Anumang salungatan sa pagitan ng alinmang sa mga probisyong nasasaad sa Kasunduang ito at ng anumang tuntunin at kundisyon na angkop sa partikular na "Card product", ang huli ang mananaig.
- d. Sa lahat ng sitwasyon na hindi partikular na natukoy dito o sa alinmang nasusulat na kasunduan o kontrata sa pagitan ng Bangko at ng Cardholder, ang nakagawiang pamamaraan ng tugon ng mga bangko sa Pilipinas sa pagresolba ng isyu sa pagitan ng banko at ng Cardholder ang susundin. Ang Prepaid Card ay saklaw ng mga batas, alituntunin, at/o regulasyon na maaaring ipataw ng Bangko Sentral ng Pilipinas, Bankers Association of the Philippines, Philippine Clearing House Corporation, at iba pang regulatory body ng gobyerno patungkol sa paglikha at pagpapatakbo ng Prepaid Card at paggamit ng mga pasilidad at serbisyo ng Bangko, na siya ring sinasang-ayunan ng Cardholder.
- e. Responsibilidad ng Cardholder na regular na suriin ang mga opisyal na website ng Metrobank: www.metrobank.com.ph at www.metrobankcard.com para sa anumang mga pagbabago o anunsyo na may kaugnayan sa Metrobank Prepaid Card, Metrobank Online at Metrobank App, Privacy Policy ng Metrobank, at iba pang kaugnay na tuntunin at kundisyon ng Metrobank.
- f. Ang Kasunduang ito ay pamamahalaan at bibigyang pakahulugan alinsunod sa mga batas ng Republika ng Pilipinas. Sumasang-ayon ang Cardholder na sa pagkakataon ng isang aksyong legal mula sa sinuman sa mga partido ng Kasunduang ito, ang nasabing aksyon ay didinggin sa korte ng Pilipinas sa Makati City, sa opsyon ng Metrobank, nang walang pagkiling sa hurisdiksiyon sa lokasyon o posibleng lokasyon ng ari-arian ng Cardholder.
- g. Sa pagkakataong ang Cardholder ay mag-"default" sa Kasunduang ito, maaaring ikonsidera ang naturang pag-"default" na pag-"default" din ng Cardholder sa iba pa niyang mga kasunduan sa Metrobank at alinman sa mga subsidiary at/o affiliate nito sa loob ng "Metrobank Group". Maaaring bawasan ng Metrobank Group ang mga account ng Cardholder o isailalim ang alinman sa kanyang mga ari-arian sa "lien" o "encumbrance" upang mabayaran ang alinman sa kanyang mga obligasyon sa Kasunduang ito. Ang Cardholder ay nagbibigay pahintulot sa pamamahagi ng impormasyon sa loob ng "Metrobank Group" patungkol sa kanyang account at ari-arian bilang pagsasabuhay at pagbigay epekto sa kabuuan nang probisyong ito.

Ang Metrobank ay saklaw ng regulasyon ng Bangko Sentral ng Pilipinas <https://www.bsp.gov.ph>