

Terms and Conditions

Metrobank PayNow ("PayNow service") is a credit card feature that provides electronic fund transfer and payment solution services from an active credit card to select or nominated individual bank and electronic wallet (e-wallet) accounts.

General Mechanics:

1. PayNow service is applicable only to all principal and supplementary Metrobank Peso Visa/Mastercard, Metrobank Vantage Visa/Mastercard, M Mastercard, Titanium Mastercard, Platinum Mastercard, World Mastercard, PSBank Credit Mastercard, Toyota Mastercard, Rewards Plus Visa, Femme Visa, Femme Signature Visa, and Travel Platinum Visa credit cardholders in good credit standing.
2. PayNow service is not applicable to Metrobank ON Virtual Mastercard, Metrobank Dollar Card, Corporate cards, Metrobank PRIME, Elite and Premier + Debit and Prepaid cards, and YAZZ Prepaid Visa cards.
3. PayNow service is available in the Metrobank App, when a Metrobank credit card is selected as the source account on a send money transaction. PayNow service is also available via Metrobank Interactive Assistant (MIA) of Metrobank Card on Facebook Messenger.
4. To avail of PayNow service via MIA of Metrobank Card on Facebook Messenger, primary and supplementary Metrobank credit cardholders must register their cards through the Customer Service Hotline at 88-700-702. Only registered Metrobank credit cardholders will be able to avail of PayNow service via MIA. For cardholders with multiple Metrobank credit cards, enrollment to PayNow service will be on a per credit card basis. Registration through the Customer Service Hotline is not required for send money transactions done through the Metrobank App.
5. PayNow service is intended for purchase of goods and services. Fund transfers to one's own account is not allowed under Section 8 (Cardholder Responsibility) herein.
6. PayNow money transfers are subject to a total maximum daily limit amount of Php50,000.00 within the prescribed cut-off per credit card account, and a maximum of Php250,000 every calendar month. The limits on transaction amounts may be revised upon Metrobank's discretion subject to reasonable notice.
7. All cardholders are required to update their mobile numbers with Metrobank to avail of PayNow service.
8. The cardholder is required to provide his/her 16-digit credit card number, card expiration date and one-time password (OTP) provided to the cardholder's registered mobile number in MIA of Metrobank Card on Facebook Messenger. For send money transactions using the Metrobank App, the cardholder is required to enter the 6-digit Passcode and one-time password (OTP) sent to his/her registered mobile number to proceed with the transaction.
9. The cardholder is responsible for the OTP provided as part of the service authentication and verification process once entered in the PayNow service. Metrobank will NEVER ask the cardholder to share the OTP for his/her PayNow send money transaction with ANYONE. Only the cardholder should encode it using authorized Metrobank channels to confirm PayNow send money transactions.

NOTE: NEVER SHARE THE ONE-TIME PASSWORD (OTP) TO ANYONE.

10. Delivery of OTP and SMS notifications may be subject to delay due to traffic over the mobile service network of your mobile service provider. Metrobank shall not be liable for any loss or damages arising out of any interruption or delays due to any failure or delay of the mobile service network.
11. Cardholders must ensure that all details required to process the PayNow send money transaction are accomplished (example: beneficiary name, bank/e-wallet name and bank/e-wallet account number) and the amount is complete and accurate. No refunds or cancellations are allowed due to errors in information or amount once the transaction has been successfully processed and charged to the cardholder's Metrobank credit card. All PayNow transactions are subject to Metrobank's credit evaluation and approval.
12. Metrobank reserves the right to disqualify a previously approved send money transaction that was cancelled or charged back. Should the cardholder avail of the PayNow service, but was later on deemed unqualified for not meeting the requirements thereof due to disputes arising from, but not limited, erroneous, invalid, fraudulent or unauthorized transactions, the cost of the send money transaction shall be charged by Metrobank to the cardholder's credit card account.
13. The Metrobank Credit Card Terms and Conditions, reminders and other provisions contained in the card carrier, statement of account, charge slips and other documents or instruments, which are made an integral part hereof by reference, shall likewise be resorted to in instances where they are applicable in these terms and conditions.
14. The PayNow service is further governed by the Metrobank Credit Card Terms and Conditions and the Metrobank Online and Metrobank App Terms and Conditions. See Terms and Conditions at: <https://www.metrobankcard.com/about/termsandcondition> and <https://www.metrobank.com.ph/articles/mbo-terms-and-conditions>.
15. 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 Metrobank credit cards, Metrobank's electronic channels, the terms and conditions of the PayNow service and Metrobank's Privacy Policy. The cardholder's continued use of the PayNow service shall constitute their acceptance of the terms and conditions as amended.

PayNow Terms and Conditions:

1. PAYNOW SERVICE

1.1. Metrobank PayNow service allows you to send money instantly to various individual bank or e-wallet account/s in the Philippines, either for payment of goods and/or services. A processing fee of up to 1.5% of the transacted amount or Php25.00, whichever is higher, is charged upfront for every use of the PayNow service. The amount disbursed using the PayNow service, including the processing fee, will form part of the usual credit card transactions that will be billed and charged to the cardholder on a monthly basis.

1.2 A transfer rejection fee of Php3.00 will be charged to the cardholder for each PayNow transaction sent to invalid or inactive destination accounts such as, but not limited to, closed accounts and dormant accounts.

1.3 PayNow service does not earn rewards points, unless offered as a promo or otherwise allowed by Metrobank.

1.4 The PayNow service is available through the Metrobank App, when a Metrobank credit card is selected as source account on a send money transaction and through the

Metrobank Interactive Assistant (MIA) Chatbot of Metrobank Card via Facebook Messenger. Metrobank will require cardholder authentication to access the PayNow service. For the Metrobank App, the cardholder is required to enter the 6-digit Passcode and one-time password (OTP) sent to his/her registered mobile number to proceed with the transaction. For MIA of Metrobank Card, the cardholder is required to enter his/her 16-digit Metrobank credit card number and a one-time password (OTP) provided to the cardholder's registered mobile number in to proceed to the PayNow service feature.

1.5 The PayNow service is available only for send money transactions to select or authorized bank and e-wallet partners of Metrobank. The authorized partners will be listed in the Metrobank App or MIA of Metrobank Card and may be changed from time to time.

2. ELIGIBILITY

2.1. The PayNow service is open to all principal and supplementary Metrobank Peso Mastercard/Visa, Metrobank Vantage Visa/Mastercard, M Mastercard, Titanium Mastercard, Platinum Mastercard, World Mastercard, PSBank Credit Mastercard, Toyota Mastercard, Rewards Plus Visa, Femme Visa, Femme Signature Visa, and Travel Platinum Visa credit cardholders in good credit standing only.

2.2 The following cards are not qualified to avail of the PayNow service: Metrobank ON Virtual Mastercard, Metrobank Dollar Card, Corporate cards, Metrobank PRIME, Elite and Premier + Debit and Prepaid cards, and YAZZ Prepaid Visa.

3. SEND MONEY OR MAKE PAYMENTS

3.1. When a cardholder makes a payment using the PayNow service, the cardholder authorizes Metrobank to automatically debit the payment amount and the PayNow processing fee from the cardholder's designated credit card, and to credit such payment amount to the nominated beneficiary bank or e-wallet account.

3.2. When using the PayNow Service to make fund transfers or payments, the cardholder is responsible for ensuring the accuracy and completeness of all nominated beneficiary bank or e-wallet account names, numbers and amounts contained in his/her instructions. Metrobank will not be responsible for any errors or any resulting loss or damage incurred by the cardholder due to his/her incorrect entry of the nominated account's information. Metrobank does not carry out any independent verification on the nominated beneficiary account and its information.

3.3. The cardholder agrees that Metrobank does not guarantee the exact time at which the nominated beneficiary account will be credited by the relevant receiving bank or e-wallet. To avoid incurring any penalty or other financial charges, the cardholder must initiate a PayNow transaction sufficiently ahead of the payment due date as agreed upon with the beneficiary. Metrobank will not be liable for any losses, damages, penalties or other financial charges incurred by the cardholder or nominated recipient in relation to the foregoing.

3.4. Metrobank shall not be obliged to carry out any PayNow transaction and may reject any PayNow transaction made on the designated credit card at its discretion. The cardholder is not allowed to use the PayNow services to make payments in respect of (a) any loan/debt repayment such as, but not limited to, credit card payments, mortgage repayments and loan payments; (b) any cryptocurrency related transactions; (c) unacceptable transactions, such as gambling transactions or transactions whose cause, object or purpose is contrary to law, morals, good customs, public order or public policy; (d) transactions which are not for personal purposes or use; or (e) such other transactions that Metrobank may determine based on its discretion.

3.5. Metrobank may impose a maximum limit on the amount and number of PayNow transactions a cardholder can perform at a given time or period. Such limits on amount

and transaction count may be revised upon Metrobank's discretion subject to reasonable notice.

3.6. Unless for confirmed cases of fraud or unauthorized transactions without the participation, fault, negligence or acquiescence of the cardholder, the cardholder accepts and agrees that no refunds, reversals or cancellation of PayNow transaction amounts or processing fees are permitted once charged to the designated credit card account.

3.7. The cardholder authorizes Metrobank to rely in good faith upon any instruction, which Metrobank believes to have been made by the cardholder, referring to the OTP, credit card expiry date, CVV and/or such other identification number or security device as Metrobank may issue to the cardholder in accordance with its prescribed service verification process, as authentic and duly authorized, whether or not actually authorized by the cardholder. Metrobank shall be under no obligation to investigate the authenticity or authority of persons sending or purporting to send the instructions or to verify the accuracy and completeness of the same. Such instructions shall be deemed to be irrevocable and binding on the cardholder notwithstanding any conflict or inconsistency with any other prior instructions given by the cardholder to Metrobank or any error, lack of clarity or misunderstanding in any instruction received by Metrobank; provided that the instructions are provided in accordance with Metrobank's prescribed verification process prevailing at the time.

4. EXCLUSION OF LIABILITY

4.1. The cardholder acknowledges that Metrobank is not responsible for any interruptions, errors, omissions, or delays beyond its control in the PayNow service and/or the transfer of the payment amount to the nominated beneficiary account.

4.2. In the event that Metrobank is rendered wholly or partly unable to provide the PayNow service by reason of causes beyond its control, including (but not limited to) equipment, telecommunication, system or transmission link malfunction, failure or sabotage, fire, flood, explosion, storm, acts of God, accidents, epidemics, work stoppages, strikes, lockouts, blackouts or failure, labor disputes, civil disobedience, riots, rebellions, compliance with applicable laws or regulations, or by any other causes which Metrobank could not reasonably be expected to avoid, the performance of the PayNow service as they are affected by such causes shall be excused while such causes exist. Metrobank shall not be liable for any delay, loss, damage or inconvenience whatsoever caused by or arising from or in connection with any one or more of the above-mentioned causes.

4.3. Without prejudice to the generality of the foregoing, Metrobank shall not be responsible for any losses, damages, expenses (including any penalty or financial charges incurred by the cardholder) to any of the following situations: -

4.3.1. Any delay or failure in delivery or transmission of payment amounts;

4.3.2. Any variation, cancellation or discontinuation of the PayNow service with reasonable notice;

4.3.3. Closure, blocking or putting on hold of the credit card account (or any credit balance therein, if any);

4.3.4. Payment which causes the cardholder's credit card account to go over its credit limit;

4.3.5. Incomplete and/or incorrect payment information provided by the cardholder, including without limitation the nominated beneficiary account name, number and payment amount;

4.3.6. In Metrobank's opinion, the misuse by any cardholder of the PayNow service;

4.3.7. Rejection by Metrobank or by the receiving bank or e-wallet provider (of the nominated beneficiary account) of payment for any reason whatsoever;

4.3.8. Metrobank and/or receiving bank/e-wallet's compliance with applicable laws or regulations;

4.3.9. The cardholder's failure to comply with any applicable laws or regulations;

4.3.10. Personal devices or equipment (including computer, mobile, laptop, tablet or other handheld devices), software or any communications links which are not working properly;

4.3.11. The PayNow service being unavailable/down for maintenance with reasonable notice;

4.3.12. The cardholder's use of the PayNow service being prohibited, restricted, delayed or otherwise affected by: (a) the laws and regulations of the country from where the PayNow Service is accessed and/or the terms and conditions prescribed by the relevant service provider, information service provider, network provider, content provider, service or such other equivalent system in such country of access; (b) any law or regulation of any jurisdiction, regional or international authority which governs any use or any component of the PayNow Service, the relevant internet service provider, information service provider, network provider, content provider, server or such other equivalent system; (c) any act or omission by the relevant internet service provider, information service provider, network provider, content provider, service or such other equivalent system; (d) our modifying, maintaining or upgrading the PayNow service and/or the relevant Metrobank pages; and/or (e) terminating or modifying the PayNow service; or

4.3.13. The fraud, negligence, default, act or omission of any third party;

4.4.14. Any payment or transfer made, whether intentionally or accidentally, to any account outside the Philippines; or

4.4.15. The lawful processing of recipient/beneficiary and cardholder's personal data.

4.4. Metrobank may at its absolute discretion, from a risk management perspective, security perspective or if required by the relevant authority or under any applicable law or regulation, with reasonable notice to cardholder and without giving any reason, suspend the cardholder's access to the PayNow service. Metrobank may terminate the PayNow service at any time at its discretion with reasonable notice.

4.5. Without prejudice or limitation to any of these terms, Metrobank will not be responsible for any losses, damages, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss of any opportunity) suffered by the cardholder or any third party arising from non-action on any such instruction for any reason whatsoever, except in the case of Metrobank's gross negligence or willful default. For the avoidance of doubt, Metrobank shall not be liable to cardholders for any losses or damages, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss of any opportunity) arising out of or in connection with the disclosure to any person of any information whatsoever regarding cardholder, the card account(s), arising in any way as a result of or from or in connection with the cardholder's neglect or failure to keep the OTP or other security-related information confidential or the use of the PayNow service, except in the case of Metrobank's gross negligence or willful default.

4.6. Any contract between the cardholder and a beneficiary with respect to any goods or services provided to the cardholder by the beneficiary, or with respect to any payment obligation between the cardholder and a beneficiary, is independent of these terms and conditions and is entirely between the cardholder and such beneficiary. Accordingly, Metrobank assumes no responsibility and will have no liability of any kind whatsoever in respect of the cardholder's dealings with the beneficiary including with regard to the payment amount, and the proper and timely delivery of goods or services by the beneficiary. The cardholder remains to be solely and fully responsible for the timely and complete fulfilment of all of the obligations towards the beneficiary (whether under contract or at law), including all payments to be made by cardholder to the beneficiary. The cardholder agrees to pursue all claims and disputes against a beneficiary directly.

5. FEES, INTEREST AND OTHER RELATED CHARGES

5.1. The cardholder will be charged upfront the PayNow processing fee for every use of the PayNow service, the amount of which will be disclosed to the cardholder. The PayNow processing fee is payable in addition to the payment amount. By using the PayNow Service, the cardholder authorizes Metrobank to charge the PayNow processing fee and the corresponding payment amount to the cardholder's Metrobank credit card.

5.2. The cardholder shall be responsible for any tax or any other levies or charges whatsoever now or hereafter imposed by law or required to be paid in respect of any PayNow service transaction and cardholder shall compensate Metrobank for any payment of such taxes made by Metrobank (if any) on the cardholder's behalf.

5.3. The corresponding fees, interests and charges shall be imposed in case of non-payment of the PayNow service transaction(s) in full on the due date specified in the monthly statement of account. The PayNow service amount, its interests and charges shall be combined with the other outstanding and unpaid transactions of the cardholder in accordance with the Metrobank Terms and Conditions on Fees and Charges.

6. RELEASE OF INFORMATION

6.1. By availing of the PayNow service, the cardholder explicitly consents to provide the beneficiary's name and bank or e-wallet account details to Metrobank for the sole purpose of fulfilling the payment instructions and sending payment to the nominated beneficiary account.

6.2. By using the PayNow service, the cardholder agrees, consents and authorizes Metrobank to disclose his/her personal data, as defined under the Data Privacy Act of 2012 and its implementing rules and regulations, including but not limited to his/her name, address, date of birth, credit card number, in connection with this PayNow Service to:

6.2.1. Agents, service providers, correspondents, independent contractors and/or associates of Metrobank tasked to process, collect, and store personal data specifically for the PayNow services;

6.2.2. Any bank, financial institution or e-wallet provider involved in the payment, which includes the receiving bank or e-wallet of the payment amount (i.e., the bank or e-wallet which holds the beneficiary account); and

6.2.3. Law enforcers, police, regulators or courts of competent jurisdiction or any public officer conducting investigations in connection with any offense or alleged offense related to the PayNow services.

7. HOLDING OF FUNDS

7.1. Metrobank may, in its sole discretion, place temporary holds on payments or suspend, cancel, deny, stop or reverse any payment without any liability to any cardholder or any

third party (including for late fees, penalties, or interest imposed as a result of late payment), including for the following reasons: (a) in order to verify the identity or status of the beneficiary or to conduct such checks as Metrobank may deem necessary to comply with applicable laws or regulations; (b) if the cardholder has brought a dispute or claim against Metrobank and that dispute or claim has not been resolved; (c) if the cardholder may have committed a breach of these terms, the Metrobank Credit Card Terms and Conditions or of any relevant Metrobank Terms and Conditions; (d) Metrobank detects any unusual or suspicious activity on the cardholder's Metrobank credit card; (d) Metrobank has reason to believe that the credit card may be or may have been compromised, used for fraud or for unacceptable transactions, void or illegal transactions; or (e) Metrobank has reason to believe that there is unauthorized or fraudulent use of the PayNow service. Metrobank has the right to request more information from the cardholder or any third party regarding a payment before a hold is released. Notwithstanding the foregoing, funds successfully credited to the beneficiary account can no longer be refunded or cancelled unless found to be unauthorized or fraudulent.

8. CARDHOLDER RESPONSIBILITY

8.1. When accessing and using the PayNow service, the cardholder must comply with any prescribed verification procedures, or other procedures, directions and instructions communicated by Metrobank to the cardholder. Further, the cardholder hereby represents and warrants that the cardholder SHALL NOT, in connection with the use of the PayNow service:

8.1.1. Use the PayNow Service other than exclusively for the types of payments and beneficiaries that Metrobank allows (as set out in these terms);

8.1.2. Send money to one's self or recipients who have not provided the cardholder with goods or services, unless allowed by Metrobank;

8.1.3. Provide the cardholder or any other party a cash advance from the cardholder's credit;

8.1.4. Engage in any fraudulent, illegal or unlawful activity whether intentionally or unintentionally, or breach any regulations, rules, notices, instructions or directives of any regulatory body or authority, governmental agency or national or other securities exchange;

8.1.6. Infringe Metrobank's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights;

8.1.7. Use the PayNow Service in a manner that Metrobank reasonably believes to be in breach of the relevant card association or network rules or any relevant Metrobank Terms and Conditions; and/or

8.1.8. Use the PayNow Service to operate or engage in any business regulated by the Bangko Sentral ng Pilipinas (BSP) or any other relevant regulatory body. Such businesses include, but are not limited to, money services, remittance businesses or virtual currency exchanges.

8.2. When Metrobank determines that the cardholder has engaged in any suspicious activities, or committed a breach of these terms, any relevant Metrobank Terms and Conditions or any applicable laws or regulations, or if Metrobank reasonably suspects that the cardholder has engaged in fraud or an illegal activity in connection with the PayNow service, Metrobank shall take such action, as Metrobank may deem appropriate, such as but not limited to the following: (a) terminating, suspending, or limiting cardholder access to the PayNow service; (b) declining transactions even if cardholder has sufficient credit limit; (c) suspending or cancelling the credit card and/or; (c) requiring the update of any inaccurate information that the cardholder had provided. The cardholder agrees to

cooperate fully with any investigation that Metrobank conducts in connection with the foregoing.

9. INDEMNITY

9.1. The cardholder will indemnify and hold Metrobank free and harmless against any loss, damage, liability, cost and expense (including legal costs), which Metrobank may reasonably incur or suffer as a result of or in connection with the cardholder's credit card account and/or the PayNow service and/or these terms, including without prejudice to the generality of the foregoing:

9.1.1. Breach of any of the cardholder's obligations, responsibilities and/or representations and warranties under these terms or any relevant Metrobank Terms and Conditions;

9.1.2. The actual or attempted enforcement or protection of any of the rights and remedies against the cardholder;

9.1.3. Any change in law, regulation or official directive which has an effect on the PayNow service, the credit card account and/or these terms; and the same may be charged to the credit card account and/or shall be paid by the cardholder on demand; and/or

9.1.4. Any of the instances enumerated under Section 4 herein.

10. NO REPRESENTATIONS OR WARRANTIES

10.1. The cardholder expressly understands and agrees that the use of the PayNow service is at the cardholder's sole risk. The service is provided to the cardholder "as is," "as available" and without any representation or warranty of any kind, whether express, implied or statutory (including any implied warranties of title, merchantability, satisfactory quality, fitness for a particular purpose, compliance with any description, non-infringement or any implied warranty arising from course of performance, course of dealing, usage of trade or otherwise, all of which are expressly disclaimed). Metrobank expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement, except in the case of gross negligence or willful default. In particular, Metrobank makes no warranty that (i) the service will meet the credit cardholder's requirements; or that (ii) the service will be uninterrupted, timely, secure, virus-free or error-free.

11. INTELLECTUAL PROPERTY

11.1. The cardholder acknowledges that all proprietary rights relating to and in connection with the PayNow service (including without limitation of Metrobank websites, Metrobank webpages, the Metrobank App, MIA of Metrobank Card on Facebook Messenger on which the PayNow service is also hosted and all updates thereof, including without limitation any title, trademark rights, patent rights and copyrights, shall at all times vest and remain with Metrobank.

12. MISCELLANEOUS PROVISIONS

12.1. Venue of Actions. These terms are governed by Philippine law and the cardholder hereby submits irrevocably to the exclusive jurisdiction of Philippine courts. The exclusive venue of all suits to enforce these terms is in the proper courts of Makati City, with both parties waiving any other venue.

12.2 Assignment or Transfer. Metrobank may assign or transfer its right or obligations under the PayNow service subject to reasonable notice to the cardholder.

12.3 Separability. Should any of the terms and conditions hereof be declared illegal, invalid or unenforceable by any competent authority, the remaining terms and conditions hereof shall not be affected or impaired thereby and shall remain in full force and effect.

12.4. Waiver of Breach. No waiver of a breach or violation of any term or condition hereof shall constitute a waiver of any subsequent breach or violation of the same or any other term or condition. The failure to exercise, or any delay in exercising any right, nor any single or partial exercise of any right hereunder shall not operate as a waiver thereof, prevent any further exercise thereof or any other right, nor be construed to excuse or absolve the cardholder from complying with or fulfilling the same.

12.5. Amendment of Terms and Conditions. Upon prior written notice (e.g. letter, publication, statement of account or otherwise) to the cardholder within a reasonable time as prescribed under pertinent regulations, Metrobank may, at any time and for whatever reason it may deem proper, amend, revise or modify the terms and conditions hereof, and such amendments shall bind the cardholder, unless he/she objects thereto by manifesting his intention to terminate or revoke his/her consent to these terms and conditions.

12.6 Customer Assistance. For any questions, concerns or complaints, the cardholder may contact:

- Metro Manila: (02) 88-700-700
- Domestic Toll Free: 1-800-1888-5775
- Email: customercare@metrobank.com.ph

Metrobank is regulated by the Bangko Sentral ng Pilipinas (<https://www.bsp.gov.ph>).

12.7 Acceptance of Terms and Conditions. By using the PayNow service, the cardholder acknowledges that he/she has read, fully understood and accepted all the terms and conditions herein stated, including the terms and conditions in separate documents such as the Metrobank Credit Card Terms and Conditions, Schedule of Metrobank Credit Card Fees and Charges, use of Metrobank Mobile Banking, Metrobank Online and Metrobank App, and any amendments thereto.