

YAZZ CARD

Terms and Conditions

In consideration of the issuance of YAZZ Reloadable Prepaid VISA Card ("YAZZ Prepaid VISA" or "YAZZ Card") powered by Metropolitan Bank & Trust Company ("METROBANK" or "Bank"), the Prepaid Customer and METROBANK herein bind themselves to faithfully comply with the following terms and conditions governing the issuance and use of the YAZZ Prepaid VISA , to wit:

1. **YAZZ PREPAID VISA.** The YAZZ Prepaid VISA is a reloadable general purpose prepaid card that offers cashless convenience for retail, online and Automated Teller Machine (ATM) transactions in all BancNet and accredited VISA merchants worldwide. The YAZZ Prepaid VISA is not a deposit account product of the Bank. Therefore, it is not covered by the Philippine Deposit Insurance Corporation ("PDIC") and does not earn interest. However, it is subject to the rules and regulations of the Bangko Sentral ng Pilipinas ("BSP"), Anti-Money Laundering Act ("AMLA"), as amended, and Data Privacy Act (R.A. 10173) and its implementing rules and regulations. The YAZZ Prepaid VISA is non-transferable.

2. **PURCHASE OF THE YAZZ PREPAID VISA.** The YAZZ Prepaid VISA can be bought from selected distribution channels nationwide. The customer shall initially purchase a YAZZ Starter Pack to be entitled with the use of the YAZZ Prepaid VISA and the privileges that come with it. Any person of at least fourteen (14) years of age and is physically capable to read and write, and possesses the required valid identification card may purchase a YAZZ Prepaid VISA.

3. **REGISTRATION AND ACTIVATION.** The customer is required to completely fill out the required application form and present a copy of any valid identification cards. The YAZZ Prepaid VISA will be activated once the information provided by the customer is validated by the sales agent. METROBANK shall not be liable for any failure by the customer to avail of the YAZZ Prepaid VISA due to the lack or non-submission of the required information.

4. **OWNERSHIP OF THE YAZZ PREPAID VISA.** The Customer's registered information and identification cards presented are presumed to be correct, true and valid. The Customer shall be responsible for the security of the YAZZ Prepaid VISA and Personal Identification Number (PIN) once assigned. The Customer agrees to immediately sign the signature portion found at the back of the Card upon opening the kit and ensures that the Card is securely kept at all times.

Moreover, the Customer shall immediately notify YAZZ Customer Service via the Customer Service hotline at (02) 87 373 333, 0918 909 3333 or 0917 800 5751 of any changes in his/her name, civil status, residence, office or mailing address and/or telephone numbers. Customer shall likewise send the necessary documents via email to CUSTOMER.SERVICE@YAZZCARD.COM or Fax to (02) 87371992, such as but not limited to marriage certificate, as proof or evidence of such change.

5. RELEVANT PREPAID YAZZ FEES

Starter Pack with FREE Load of Php 50	Php300
<p>Loading Service Fee</p> <p>Loading via METROBANK partner retail establishments, METROBANK General Purpose Prepaid Card to another METROBANK General Purpose Prepaid Card belonging to a different individual, ATM and Online Banking Channels</p> <p><i>Note: No loading service fee shall be charged for load transferred between a METROBANK General Purpose Prepaid Card registered under the same card member.</i></p>	Php20 per transaction
ATM Withdrawal Fee	Starting April 7, 2021, charges are dependent on the acquiring bank.
ATM Balance Inquiry Fee	Starting April 7, 2021, charges are dependent on the acquiring bank.
Monthly Inactive Fee	Php25 per month starting on the 7th month of NO Financial activity
Overseas Transaction Fee	<p>Foreign Exchange / Conversion fee as determined by VISA International</p> <p>Plus: Administration cost equivalent to 2.50% of transaction amount</p>
<p>Sales Slip Retrieval Processing Fee</p> <p>Fee will be deducted from the Prepaid Load Balance.</p> <p>Only request within the last 2 months from transaction date will be entertained.</p>	Php300 per copy

6. **LOADING OF THE YAZZ PREPAID VISA.** The YAZZ Prepaid VISA is reloadable upon purchase. The Customer must load a peso value into the YAZZ Prepaid VISA prior to usage. Loading can be done through the following partners:

- a. ECPay Merchant Stores (visit ECPay website at <http://ecpay.com.ph/> for complete list of stores)
- b. Family Mart
- c. National Book Store
- d. Robinsons Department Store

- e. The SM Store
- f. SM Supermarket
- g. Touchpay

On a per transaction basis, the minimum allowable load amount is PHP 100 and the maximum allowable load amount is PHP 10,000. Per customer, the aggregate daily load limit is Php 50,000 per day or PHP 100,000 per calendar month. A loading service fee of PHP 20 will be deducted immediately from every successfully loaded transaction amount. All load transactions shall be payable in cash. No other modes of payment such as checks shall be accepted for loading.

7. USE OF THE YAZZ PREPAID VISA. The YAZZ Prepaid VISA is accepted worldwide by all VISA-affiliated retail and online merchants. It can also be used in any BancNet and VISA Accredited ATMs. All transactions made using YAZZ Prepaid VISA are conclusively presumed to have been made by the Customer.

Once a transaction has been authorized, the Customer and Merchant shall agree upon the manner by which the goods and/or services will be received by the Customer. METROBANK shall not be held liable for any undelivered goods and services, defects, damages and after-sales service.

8. INTERNET TRANSACTIONS. The Customer is solely responsible for the security of his/her YAZZ Prepaid VISA at all times, especially in connection with the use of the Card to purchase goods and/or services through online internet sites or portals. The Customer agrees that the entry of his/her Card information on the internet is sufficient proof that instructions were given for the use of the Card, and that METROBANK is not required to verify the identity or the authority of the person entering the Card information. However, METROBANK may choose not to carry out any transactions over the internet if it has any reason to doubt its authenticity or if in its opinion it is unlawful or otherwise improper to do so or for any other reason. The Customer holds METROBANK free and harmless from any liability and/or claim arising therefrom.

9. ATM USAGE. The YAZZ Prepaid VISA can be used at any local or international BancNet or VISA accredited ATMs for balance inquiry or for cash withdrawal subject to applicable bank charges, if any. On top of these local and international bank charges, METROBANK will charge a service fee for every ATM usage, withdrawal or inquiry, performed. For this purpose, a confidential personal identification number (PIN) must be assigned by the Customer. This can be done by the Customer through the Customer Service Hotline and choosing the option for PIN Nomination. Customer will be asked to key in his/her YAZZ Prepaid VISA card number followed by the unique 4 Digit PIN code. To ensure protection and security of the Card, Customer is encouraged to change his/her PIN from time to time by calling the YAZZ Customer Service Hotline. The card will be blocked in the event of three (3) consecutive unsuccessful attempts to key in the PIN. For blocked cards, the Customer must call the Customer Service Hotline to unblock. Minimum and maximum amount that can be withdrawn on ATM will depend on the limit set by the acquiring bank.

10. ATM CAPTURE. In the event that a YAZZ Prepaid VISA gets captured in any BancNet or VISA ATM, the card will not be returned and will be destroyed by the bank. This is a BancNet and VISA policy for unnamed cards like YAZZ Prepaid VISA. Hence, the customer must report this to the Customer Service Hotline, and he/she must buy a new YAZZ Prepaid VISA and call the hotline again to request for the transfer of the remaining load from the old account to the new one.

11. ATM ISSUES-NON AND SHORT CASH DISPENSING. As a first step, Customer must report the incident or other concerns regarding such withdrawals to our Customer Care Hotline. YAZZ Prepaid VISA shall conduct an investigation based on the Customer's report. If the details of the report match YAZZ' record of the transaction, the amount involved shall be credited back to the Customer's account.

12. **FOREIGN EXCHANGE TRANSACTIONS.** METROBANK shall automatically convert all charges or amounts arising from transactions denominated in foreign currency to Philippine Peso using the foreign exchange buying/selling rate of VISA on the transaction date. The said transactions may also be subject to additional fees to cover assessment fee that may be charged by VISA and service or processing fees. These additional fees shall likewise apply to transactions involving foreign currencies converted to Philippine Peso at point of sale whether executed in the Philippines or abroad or online.

13. **TRANSACTION LOAD AND BALANCE LIMITS.** Load transaction and balance limits may be assigned or changed by METROBANK, at its option pursuant to applicable laws. The current maximum aggregate load transaction limit is Php 50,000 per day and a maximum aggregate load limit of Php 100,000 per calendar month.

The aggregate load limit per Customer per month is subject to Bangko Sentral ng Pilipinas (BSP) Circular 649 (Guidelines Governing the Issuance of Electronic Money) and such other guidelines as may be issued by the BSP from time to time.

14. **MULTIPLE CARDS LIMITS.** A Customer can have multiple YAZZ Cards. All Cards registered under one name shall be subjected to the aggregate monthly load limit of Php100,000 per month per person. METROBANK will automatically merge multiple YAZZ Cards based on the information registered by the Customer.

15. **FEES, RATES AND OTHER CHARGES.** The Customer agrees to pay the fees, applicable taxes and other charges related to the use of the YAZZ Prepaid VISA, as provided by METROBANK, such as, but not limited to, ATM withdrawal, balance inquiry, and loading fees. Fees and other charges shall be inclusive of all applicable Philippine taxes and shall be debited from the Customer's balance. The amount of fees and charges may be revised from time to time as METROBANK may deem necessary.

16. **INACTIVE FEE / CANCELLATION OF THE CARD.** The Customer agrees to pay an inactive fee after six (6) months of no financial activity (e.g. Load, Usage, or any transaction) on the YAZZ Prepaid VISA. This will be deducted from the remaining load every month until there is activity on the Prepaid Card or once there is zero limit.

METROBANK reserves the right to cancel a card which has been inactive or has zero balance after a period of six (6) months.

17. **DISPUTES OF LOAD TRANSACTIONS:** The Customer or his/her representative must, at all times, ask for the confirmation code from the sales agent as proof of successful loading and as reference in case of disputes. The Customer shall bear the risk of loss and the Distributor and METROBANK shall be held free and clear and without liability in the event of successful loading to a YAZZ Prepaid VISA card number that was erroneously provided by the Customer or his/her representative in the loading slip.

18. **DISPUTES OF UNAUTHORIZED TRANSACTIONS.** In case of a disputed transaction, the Customer shall pay a corresponding Sales Retrieval processing fee for each sales slip retrieved upon the request of the Customer or by METROBANK arising from an invalid dispute. The Sales Retrieval processing fee will be deducted from the existing load of the Customer. If there is no load on the Prepaid Card, Customer must load P300 in order to process the said request.

Moreover, the disputed transactions shall only be credited back to Customer's account once the claim/dispute has been properly processed, investigated, and resolved in favor of the Customer or in

case of inaction within sixty (60) days reckoned from the date of reporting of the unauthorized transaction.

19. **LOST OR STOLEN CARD.** In the event that the YAZZ Prepaid VISA gets lost or stolen, the loss or theft must immediately be reported by the Customer through the *YAZZ Customer Service Hotline* (02) 87 373 333, 0918 909 3333 or 0917 800 5751. All transactions or usages are considered valid prior to METROBANK's receipt of advice of the fact of the card's loss or theft, including but not limited to, fraudulent transactions and/or forged signature by any person. Blocking or cancellation of YAZZ Prepaid VISA shall be processed only upon verbal notification, proper authentication of the phone call and actual recording thereof by METROBANK.

20. **VALIDITY AND EXPIRY OF THE YAZZ PREPAID VISA.** Unless earlier terminated by METROBANK, or voluntarily cancelled or returned by the Customer, the YAZZ Prepaid VISA shall be valid from the day of issuance up to the last day of the month indicated on the face of the Card or the expiry date (MM/YY). There is no option for renewal of Card. Therefore, upon expiry, Customer must purchase a new Card to continue enjoying the services. The Customer shall not use the Card after its expiry date, cancellation, suspension, termination, withdrawal, or permit other persons to use the Card for any reason whatsoever.

21. **DISHONOR OF CARD/DEFECTIVE PURCHASES.** The Customer agrees to hold METROBANK its directors, officers, employees and representatives free and harmless from any liability arising from the failure of any accredited establishment, METROBANK or third-party merchants to honor the Card nor from the defect in any merchandise or services purchased/obtained.

22. **REGULATORY LIMITATIONS.** The Customer hereby warrants that the use of the Card, including but not limited to the transfer and/or receipt of funds using the Card, do not and will not violate the Anti-Money Laundering Law, as amended, Access Devices Regulation Act of 1998, as well as other applicable laws, rules, or regulations. By registering and using the Card, the Customer hereby agrees to render METROBANK, its directors, officers, employees, and representatives, free and harmless and indemnified from any liabilities, damages, suits, or causes of action whatsoever which may arise from any violation of said laws, rules, or regulations. Moreover, METROBANK, upon reasonable suspicion of fraud, irregularity, or anomaly involving the Card may automatically block the use thereof, with or without notice, and initiate investigation.

23. **FRAUDULENT TRANSACTIONS**

23.1 Blocked Card – METROBANK shall have the right to automatically suspend or block the Card in the event that METROBANK has reason/s to believe that the Card is being used for fraudulent or suspicious transactions. METROBANK may, but shall not have the obligation to, inform the Customer prior to suspending or blocking the Card pursuant to this Section. The Customer acknowledges the authority of METROBANK to suspend or block the Card and accordingly, the Customer shall hold METROBANK, its directors, officers, employees and representatives free and harmless against any and all consequences of such suspension or blocking, or any loss or damage which the Customer may suffer as a result thereof.

23.2 Discretion – Without giving any reason or notice, and without prejudice to the other provisions hereof, METROBANK has the absolute discretion (a) to refuse to approve any proposed Card transaction even if there is sufficient available balance; or (b) to suspend, terminate or cancel the Customer's right to use the Card.

24. **REMAINING BALANCE.** For YAZZ Prepaid VISA cards that get lost, expired, captured, cancelled, or suspended but with remaining balance, the Customer can request for the load balance transfer to his / her other registered YAZZ Prepaid VISA, or may buy a new YAZZ Prepaid VISA. The transfer of

the remaining balance will only be accommodated if the YAZZ Prepaid VISA is registered under said Cardholder's ownership.

25. REPLACEMENT OF DAMAGED CARDS. METROBANK shall replace a damaged Card for free only if it still has its full ORIGINAL load or Peso value and HAS NOT BEEN USED for any transaction as validated by the YAZZ Customer Service. Once this is validated by the customer service, the Customer will be instructed to buy a new YAZZ Prepaid VISA. METROBANK will credit back the Php300 SRP for the purchase of the damaged YAZZ Prepaid VISA.

If the Customer discovers that the YAZZ Prepaid VISA has physical damage such as, but not limited to, lack of or unreadable card number, Expiry Date, CVC/CVV number upon purchase, Customer can request replacement of YAZZ Prepaid VISA from the same distribution channel where the card was purchased. This should be done immediately upon detection of any physical damage.

26. TRANSFER OF INFORMATION. The Customer hereby authorizes METROBANK to transfer, disclose and communicate any information relating to the Prepaid Card accounts, or any of the Customer's properties or investments with METROBANK, to any of the offices, branches, subsidiaries, affiliates, agents and representatives of METROBANK and third parties selected by any of them, wherever situated, for references, referrals, cross selling, data processing and storage, anti-money laundering monitoring, review and reporting, statistical and risk analysis purposes. In addition to the foregoing, METROBANK and any branch, subsidiary, affiliate, agent and representative or third party may transfer and disclose any such information as may be required by any law or regulation. Conformity to these Terms & Conditions by signing on the application form or by using the YAZZ Prepaid VISA shall constitute the Customer's express and/or written consent for any transfer and disclosure of information relating to their accounts, properties and investments for the purposes indicated above and under applicable laws, rules and regulations. The Customer agrees to hold METROBANK, its directors, officers, employees and representatives free and harmless from any liability that may arise from any transfer, disclosure or storage of information relating to his accounts, properties or investments.

27. PROMOTIONAL OFFERS. Occasionally, METROBANK may inform the Customer about its promotional offers through mail / email / fax / SMS or by telephone. METROBANK may also allow its branches, subsidiaries, affiliates, agents and representatives and third parties selected by any of them and certain companies to offer specially selected products and services to the Customer through mail/email/fax SMS or by telephone. For this purpose, METROBANK may transfer and disclose selected customer information to its branches, subsidiaries, affiliates, agents and representatives and third parties selected by any of them and certain companies. Conformity to these Terms & Conditions shall constitute the Customer's written consent for any transfer and disclosure of information of the Customer's name, address, contact details and other relevant information to the METROBANK's branches, subsidiaries, affiliates, agents and representatives and third parties selected by any of them and certain companies for the purposes indicated above and under applicable laws and regulations.

28. CUSTOMER INSTRUCTIONS. The Customer authorizes METROBANK to rely upon and act in accordance with any notice, instruction or other communication, which may, from time to time, be given by telephone, mobile phone, text messages, telex, facsimile, e-mail or other electronic means, by the Customer or on his/her behalf, which METROBANK believes, in good faith, to have been made by the Customer or based upon his instructions or for his/her benefit. METROBANK, however, reserves the right to require the instructions to be contained or sent in a particular form or to have the instructions confirmed before it may decide thereon. METROBANK shall be entitled to treat the instructions as fully authorized by and binding upon the Customer and to take such steps in connection with or on reliance upon the instructions as METROBANK may consider appropriate.

29. **TELEPHONE COMMUNICATIONS.** The Customer agrees that by calling or accepting calls from METROBANK or any of its telesales providers, METROBANK or the telesales provider may, at its sole option and discretion, record all telephone communications with Customer. The Customer, likewise, agrees that such taped or recorded communications may be used by METROBANK or any third party, for any lawful purpose, particularly as evidence in any proceeding, judicial or administrative.

30. **SMS COMMUNICATIONS.** The Customer hereby agrees that METROBANK may from time to time send or communicate through text messages for specific, timely and prompts, reminders and notices concerning account information, internet security, and other matters relating to the YAZZ Prepaid VISA. The Customer hereby acknowledges and accepts that each SMS may be sent to the Customer without being encrypted and may include the Customer's name and information pertaining to the Customer's account. It is the Customer's responsibility to ensure the security of his/her mobile phone and the Customer hereby holds METROBANK, its directors, officers, employees and representatives free and harmless against any and all liability, administrative, civil, or criminal, including but not limited to, those relating to any data privacy and/or secrecy laws or regulations (if any), should any SMS be viewed or accessed by any persons other than the Customer. The Customer agrees that METROBANK will not guarantee the timely delivery or accuracy of any SMS, which are purely for convenience, information and notification purposes only. The Customer shall be fully responsible to monitor the due performance and compliance of his/her obligations.

31. **ELECTRONIC NOTIFICATION.** Notifications sent by METROBANK to the Customer through mobile phones, facsimile, e-mail or other electronic means (except SMS/text messaging, which has been covered by preceding clause) using the number and address of record shall be deemed to have been sent to the Customer himself. As such, the Customer hereby declares, METROBANK, its directors, officers, employees and representatives free and harmless from any liability if the information contained in the electronic notification is, by any means, accessed by any person other than the Customer.

32. **CONSENT OF PROCESSING INFORMATION.** The Customer expressly agrees and consents, without need of notice, to the collection, recording, organization, storage, updating, retrieval, consultation, use, consolidation, blocking, erasure or destruction of all information relating to the Customer in connection with, or arising from, the purchase and/or use of the YAZZ Prepaid VISA, by any or all of the following: (i) METROBANK, its subsidiaries, affiliates and related interests, whether organized in the Philippines or in other jurisdictions; (ii) participating merchants, payment technology companies, credit information/investigation companies, financial institutions, credit bureaus, loyalty program partners, consumer reporting or reference agencies, whether based in the Philippines or other jurisdictions; (iii) government regulatory agencies/bodies having authority or jurisdiction over METROBANK, its subsidiaries, affiliates and related interests; (iv) entities engaged by METROBANK, its subsidiaries, affiliates and related interests to facilitate administration, servicing, and implementation of the Card, as well as other METROBANK products, services, facilities and channels; and, (v) such other persons or entities that METROBANK may deem as having authority or right to such information, as and when required by the circumstances.

33. **REVISION OF TERMS AND CONDITIONS.** Upon written notice (e.g. letter, publication, or otherwise) to the Customer, METROBANK may, at any time and for whatever reason it may deem proper, amend, revise or modify the terms and conditions hereof.

34. **VENUE OF ACTIONS.** Venue of all suits directly or indirectly arising from this instrument or from the relationship between METROBANK and the Customer shall be limited to the proper Courts of Makati City, to the exclusion of all other courts and venues.

35. **SEPARABILITY CLAUSE.** Should any term or condition in this Agreement be rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining terms and conditions shall not be affected or impaired thereby.

36. **DISCLOSURE.** METROBANK shall keep all Customer information in strictest confidence. METROBANK may, however, obtain, exchange or release information to its associates, affiliates, subsidiaries, officers, employees, agents, lawyers and other consultants, pre-paid/debit/credit bureaus or any such persons as METROBANK deems necessary, or as required by law, rule or regulation, or as may be provided herein.

37. **DISCRETIONS.** METROBANK reserves the right to introduce, amend, vary, restrict, terminate or withdraw the benefits, services, facilities and privileges with respect to or in connection with the YAZZ Prepaid VISA.

38. **ACCEPTANCE.** All the terms and conditions herein stated and any amendments thereto, have been read and fully understood by the Customer as evidenced by the Customer's signature either on the application form, acknowledgement receipt, or the physical YAZZ Prepaid VISA, and/or other forms of documents evidencing charges to the Card, or when the Customer retains or uses the Card.