OFW ELECTRON ID CARD FORM (Agency Endorsed)

PERSONAL DATA			
Vorker Name			
FAMILY NAME	FIRST NAME		MIDDLE NAME
Birthday//	Sex Male		
Civil Status	Separated Widowed	Religion	
Mother's Maiden Name			
PHOTO / SIGNATURE			
Please paste a recent 2" x 2"			
(5.08 x 5.08cms) color photo with white background			
NOTE: Please do not use pin:			
tape or staples to affix your photo			
PHOTO of OFW			
SIGNATURE of OFW (Please sign with black ball pen wi			
VERIFIED BY:			
PRINTED NAME / SIGNATURE	DAT	E VERIFED	
FOR USE OF CARD PRODUCTION ONLY			
OFW ID#			
VE #		CG#	

By signing this OFW VISA Electron Card application form, I/we are applying for my/our Equitable PCI Bank or Bank Consortium account/s to be designated for gaining access for transactions to be carried out using the OFW VISA Electron Card. I/We hereby certify that I/we have read and agree to abide by and be bound, jointly and severally, by the terms and conditions governing the Equitable PCI Bank VISA Electron Facility and all future amendments thereto. I/We likewise agree to waive my/our right/s regarding the confidentiality of deposits under R.A. 1405, as amended, as the disclosure is necessary and relevant to complete the transactions desired by Equitable CardNetwork, Inc. and the cardholder/s. I/We further warrant that all information given by me/us in this application is true and correct, that the signature/s affixed herein is the same as the signature/s reflected in the signature cards of the account/s designated to be accessed and I/we authorize Equitable CardNetwork, Inc. to confirm all information from whatever source it may choose. I/We hereby authorize the payment of funds or transactions of other business on my/our account/s in favor of Equitable CardNetwork, Inc. for any and all OFW VISA Electron Card transactions pursuant to this Agreement and, if the account to be designated is a Joint (either/or) account, that either one of us is authorized to do whatever he/she so desires with the funds without the consent of the other depositor/s.

Bank Consortium here refers to the four other banks aside from Equitable PCI Bank who are joining in the linking of the respective bank's peso savings account to the OFW Visa Electron Card.

TERMS AND CONDITIONS

- 1. Definition of Terms
- a) Electronic Data Capture (EDC) Terminal. A Point of Sale (POS) terminal that reads the card details on the OFW VISA Electron Card magnetic stripe when the card is swiped through the terminal, without the need of a manual imprinter and/or having merchant's representatives manually enter the information.
- b) **Primary Designated Account**. A peso savings account which the cardholder wants to be accessed for EDC transactions at VISA-affiliated merchant establishments within and outside the Philippines; for peso cash withdrawals from an Equitable PCI Bank's or any BancNet/MegaLink Automated Tellering Machines (ATMs), and for dollar cash withdrawals at a VISA Electron affiliated ATM outside the Philippines.
- 2. **OFW VISA Electron Card**. The applicant/s whose application is approved (hereinafter referred to as cardholder/s for brevity) shall be issued an OFW VISA Electron Card bearing his/her card number. The cardholder assumes full responsibility for the security, custody and possession of his/her OFW VISA Electron Card and PIN as well as transactions made using the said OFW VISA Electron Card and PIN.
- 3. Expiry and Renewal of the Card. Unless earlier terminated by Equitable CardNetwork, Inc., voluntarily cancelled or returned by the cardholder or the designated account/s is/are closed for whatever reason by Equitable PCI Bank or the Bank Consortium, the OFW VISA Electron Card shall be valid up to the date indicated thereon and shall be automatically renewed after its expiration.
- 4. **OFW VISA Electron Card Transactions**. The OFW VISA Electron Card shall be used to make the following transactions on the designated account:
- a) Fund transfers in favor of Equitable CardNetwork, Inc. for OFW VISA Electron Card EDC transactions at VISA Electron affiliated merchant establishments
 - b) Cash Withdrawals through the ATM;
- 5. **Personal Identification Number (PIN)**. The cardholder is required to obtain a Personal Identification Number (PIN) from an Equitable PCI Bank or Bank Consortium branch to gain access to the designated account/s and withdraw cash through any Equitable PCI Bank or BancNet/MegaLink ATMs or any ATMs outside the Philippines bearing the VISA Electron Symbol. For record purposes, cardholder may be required by Equitable PCI Bank or Bank Consortium to fill out an application form prior to pinning.
- 6. **ATM Transaction Fees**. The following transaction fees shall be imposed on all ATM transactions of the cardholder outside the Philippines:
 - US \$ 3.00 for every Electron ATM transaction approved;
 - US \$ 1.00 for every Electron ATM balance inquiry;
 - US \$ 1.00 for every Electron ATM transaction declined for reason insufficient funds and/or exceeds the daily transaction frequency.
- 7. Conversion of Transaction. If the designated account is a peso savings account and cardholder uses his OFW VISA Electron Card outside the
- Philippines, the transaction shall be converted to its peso equivalent based on the VISA Foreign Exchange rate at the time of the transaction.
- 8. **Transaction Receipt**. Transaction receipts are printed on tape by the ATM and may be taken or secured by the cardholder from the ATM itself after every ATM cash withdrawal. Transaction receipts for transactions at a Visa Electron affiliated merchant establishment is generated when the OFW VISA Electron Card is swiped through the EDC terminal of the merchant. The cardholder signs the said transaction receipt and retains a copy thereof.
- 9. **Denied/Declined Transactions.** A transaction may not be made by the cardholder if the designated account is not properly funded, or the EDC terminal at the merchant establishment is off-line, or the OFW VISA Electron Card is suspended/blocked for reasons of security. To this end, the cardholder shall hold Equitable PCI Bank or Bank Consortium and Equitable CardNetwork, Inc. free and harmless from any liability for these denied/declined transactions.
- 10. Loss or Theft of Card. In the event that the Card is lost or stolen, cardholder agrees to immediately report its loss by calling the twenty-four (24) hour Authorization Center of Equitable CardNetwork, Inc. and thereafter submitting an Affidavit of Loss, stating the time, date and place of the loss, and the last transaction made prior to the loss. However, purchases made/incurred arising from the use of the stolen/lost OFW VISA Electron Card before receipt by Equitable CardNetwork, Inc. of the written notice of loss shall be for the exclusive account of the cardholder even if the signature of the cardholder is forged.
- 11. **Miscellaneous Fees**. Cardholder agrees to pay the fees, which Equitable CardNetwork, Inc. may impose on lost card replacements, spoiled cards, etc.
- 12. **Non-transferability Clause**. The OFW VISA Electron Card as an ID Card is the property of Department of Labor and Industry. But the Visa Electron functionality of the OFW Visa Electron Card is the sole property of Equitable CardNetwork, Inc., non-transferable and honored by Equitable CardNetwork, Inc.'s VISA Electron affiliated merchants only when properly signed by and presented by the authorized cardholder. The Visa Electron privileges of the OFW VISA Electron Card may be terminated by Equitable CardNetwork, Inc. at any time for whatever cause and cardholder agrees to hold Equitable CardNetwork, Inc. free and harmless from any claim for damages arising from such termination. Continued use of the OFW VISA Electron Card as a debit and ATM card after receipt of notice shall be considered fraudulent.
- 13. Other Agreements. Transactions under this Agreement shall likewise be subject to Equitable PCI Bank's and Bank Consortium rules and regulations pertaining to savings accounts and the VISA credit card agreement, insofar as they are applicable.
- 14. **Venue of Action. Attorney's Fees**. Damages. Should judicial action be necessary to enforce this Agreement, or to collect the cardholder's obligation under this Agreement, venue of all actions shall be in Makati City. In case the account is referred to a collection agency or law firm, cardholder agrees to pay the costs of collection and attorney's fees.
- 15. **Separability Clause**. Should any provision of this Agreement be declared unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect in any manner whatsoever the constitutionality, validity or enforceability of the other provisions of this Agreement.