

SUPPLEMENTAL TERMS AND CONDITIONS FOR AUB PAYMATE TERMINAL DEVICES

Revised as of 2026-0625

1. Definitions. The following capitalized terms shall mean:

“Accessory/ies” shall mean all item/s included within the Terminal Device packaging, such as power adapters and USB cables, excluding the main unit itself.

“Account Holder” shall mean any person authorized to use a Card, eWallet, or Mobile Banking App.

“Card or Cards” shall mean Credit Cards, Debit Cards, Prepaid Cards, and/or any other Card that bears the trademarks of Mastercard and Visa.

“Charge Slip” shall mean the printed slip generated electronically after each completion of each transaction arising from the use of the Terminal Device evidencing purchases or services incurred by the Account Holder through the use of the Cards, eWallet, or Mobile Banking App to be charged to the Account Holder’s account.

“EMV Chip” shall mean the Europay, Mastercard, Visa (EMV) Chip installed on the Card and allows it to be read by a Terminal Device by dipping the Card into the EMV slot.

“EMV Contactless Chip” shall mean the Europay, Mastercard, Visa Contactless (EMV) Chip installed on the card, uses an NFC technology which allows the card to be read by a Terminal Device by tapping the Card to the NFC receiver.

“NFC” shall mean the Near-Field Communication technology that allows acceptance via wireless communication within close range contact.

“QR” shall mean the Quick Response (QR) code that is used to make a payment from an eWallet or Mobile Banking App of the Account Holder.

“Security Deposit” shall mean an agreed amount, the balance of which (if any) may be refunded at a reasonable time after the termination of the Terms and Conditions or at an earlier time at the reasonable consent of AUB, deposited by the Merchant and placed on holdout, to serve as a safety net to cover potential damages and/or loss of Terminal Device and to ensure compliance with this Supplement and the Terms and Conditions.

“Terminal Device” shall mean the equipment provided by AUB to the Merchant which is capable of processing QR and Card payments.

Other capitalized terms used but not otherwise defined herein shall have the meanings given in the Terms and Conditions for AUB PayMate Merchant Accreditation (the “Terms and Conditions”), as the same may be amended, supplemented, or revised from time to time.

2. Card/QR Payment Acceptance using a Terminal Device

The Merchant shall ensure that the following acceptance procedures are strictly observed and complied with:

2.01 The Terminal Device may prompt the Merchant to ask the Account Holder to input its signature to complete the securing of authorization, as parameterized by the card issuer. The Merchant shall compare to ascertain that such signature shall reasonably be identical to that appearing on the back of the Card. If the signatures do not match, the Merchant shall contact AUB for instruction.

2.02 The Terminal Device may prompt the Merchant to ask the Account Holder to input a PIN to complete the securing of authorization, as parameterized by the card issuer.

2.03 The Merchant shall allow the Account Holder to tap the Card to the Terminal Device, if the Account Holder opts to use the contactless feature of his/her Card.

2.04 The Merchant shall make use of the camera of the Terminal Device (if available), if the Account Holder opts to make a payment by generating a QR code from an eWallet or Mobile Banking App.

2.05 The Merchant shall generate a QR code from the Terminal Device, if the Account Holder opts to make a payment using an eWallet or Mobile Banking by scanning said QR code.

2.06 The Merchant shall provide a copy of the Charge Slip (if applicable) to the Account Holder upon completion of each successful Card or QR payment transaction.

2.07 The Merchant shall ensure hearing with the Account Holder the payment notification status (if applicable) from the Terminal Device to complete a Card or QR payment transaction.

3. Security Deposit Requirement

3.01 The Merchant agrees to provide a Security Deposit amounting to Twenty-Five Thousand Pesos (P 25,000.00) per unit of Terminal Device provided. AUB reserves the right to adjust the amount of Security Deposit from time to time upon reasonable notice to the Merchant, in accordance with applicable laws, rules and regulations, in order to take into consideration risks and market changes related to the use and provision of Terminal Devices.

3.02 The Merchant shall ensure that it shall use each Terminal Device with full care and prudence that an ordinary, sensible person would use to manage his/her own property and affairs and in full compliance with industry standards.

3.03 The Security Deposit should be deposited to the Merchant's AUB PayMate settlement account upon the execution of the Terms and Conditions and at all times prior to the shipment of the hardware. Unless otherwise agreed to by AUB in writing, AUB shall hold the Security Deposit until the termination of the Terms and Conditions and upon full settlement of all accountabilities of the Merchant to AUB. These funds will be subject to the terms of AUB Current Account and Savings Account.

3.04 Should the Merchant fail to perform its obligation. AUB reserves the right to apply all or a portion of the Security Deposit to cover any outstanding costs, including but not limited to:

(a) Replacement costs for Terminal Device and its corresponding accessories that are lost whether or not the loss was caused by the Merchant.

(b) Repair costs for Terminal Device and its corresponding accessories returned in damaged condition whether or not the damage was caused by the Merchant.

(c) Unpaid Fees or Penalties.

3.05 Within thirty (30) business days following the termination of the Terms and Conditions and the successful return of all Terminal Device/s in good working condition, AUB shall release the Security Deposit balance (if any) of the Merchant.

4. Monthly Transaction Volume Requirement, Fees, and Charges

4.01 The Merchant shall be required to generate a minimum monthly transaction volume per Terminal Device type, as follows:

Terminal Device Type	Monthly Transaction Volume Requirement
POS Terminal	P 350,000.00
Soundbox	P 100,000.00

4.02 Notwithstanding the foregoing, AUB reserves the right to pull out the Terminal Device at any time if AUB determines that the Merchant fails to meet the transaction volume requirement for such Terminal Device, without prejudice to the obligation of the Merchant to pay the corresponding service fee contemplated above.

4.03 Should the merchant reject the Terminal Device upon its deployment to the specified address, a cancellation fee of P 950.00 per Terminal Device shall apply. AUB shall automatically debit the settlement account for the said amount without need of any further notice to or demand on the Merchant.

5. Miscellaneous Provisions

5.01 The Merchant agrees to allow AUB or its Authorized Service Provider to enter any of the premises of the Merchant to install, inspect, repair, service, replace, or remove the Terminal Device and/or accessories for any reason during business hours or at any other reasonable time.

5.02 The Merchant shall not move or part with possession of the Terminal Device provided the proposed new location is acceptable to AUB.

5.03 AUB shall be responsible for the maintenance and repair of the Terminal Device. The Merchant agrees to cooperate fully in the maintenance and repair efforts of AUB. AUB shall endeavor in good faith to keep the Terminal Device in good order, however, AUB shall not be liable to the Merchant for its failure to do so, or otherwise for the failure of the Terminal Device to operate properly.

Notwithstanding the foregoing, nothing herein shall be construed as to diminish any responsibility of the Merchant to ensure that each Terminal Device is used with prudence and care.

5.04 The Terminal Device and its corresponding accessories shall remain the property of AUB. The Merchant shall take reasonable care of the Terminal Device and its accessories and return to AUB promptly upon notice. The Merchant also agrees to take all necessary steps to prevent any person from acquiring any rights in the Terminal Device and its accessories, and to indemnify AUB against any loss and expense arising from the acquisition of such rights by any person. The Merchant further agrees that it shall not permit any other person to tamper, reverse-engineer, or otherwise misuse the Terminal Device and its corresponding accessories.

5.05 The Merchant agrees to deduct all applicable and specified charges with no exceptions to the Security Deposit for each lost or damaged Terminal Device/s , and accessories, whether or not the loss or damage was caused by the Merchant:

- (a) Prevailing cost per Terminal Device
- (b) Prevailing cost per Accessory/ies.
- (c) Any repair amount/s as diagnosed by AUB assigned Authorized Service Provider.

This includes but is not limited to damage caused by:

- (a) The use of Terminal Device and its accessories for purposes other than those described in this Supplement;
- (b) Alterations and attachments to the Terminal Device and its accessories which were not previously authorized in writing by AUB;
- (c) The acts or omissions by the Merchant and its employees, agents, other representatives, or contractors; or
- (d) The negligent or otherwise improper care or operation of the Terminal Device, and accessories; or
- (e) Fire, theft, acts of nature, or other causes.

5.06 The Merchant shall promptly make an Incident Report, in form and substance acceptable to AUB, in the event of any loss or damage to the Terminal Device, and/or accessories signed by the Merchant's Authorized Signatory.

5.07 The Merchant shall not assign, transfer, or sell the services provided by the Terminal Device and its accessories. Further, the Merchant shall not allow any other party to use the Terminal Device.

5.08 The Merchant shall operate the Terminal Device only in accordance with the procedures and instructions advised by AUB from time-to-time, and shall keep the Terminal Device in the location so approved by AUB. AUB agrees to train the current employees, agents, servants, contractors, and authorized representatives of the Merchant on the operation of the Terminal Device at the time of installation by the Authorized Service Provider of AUB.

5.09 The Merchant shall give at least thirty (30) days' prior written notice to AUB, if Merchant plans to sell, transfer, close, otherwise dispose of one or more locations where the Terminal

Device, and its accessories are installed or if the Merchant wishes AUB to remove the Terminal Device from the applicable locations.

5.10 The Merchant shall promptly inform AUB of any fault and/or breakdown in the Terminal Device, and/or accessories. The Merchant shall not by itself or by its agent or servant, repair or rectify or attempt to repair or rectify any such faults or breakdown in the Terminal Device, and/or accessories. Any tampering of the Terminal Device, and/or accessories, including attempts by the Merchant or other person not authorized by AUB to repair or rectify such faults or breakdown in the Terminal Device, and/or accessories, shall render the Merchant automatically responsible for the damage to the Terminal Device, and/or accessories.

5.11 AUB shall not be responsible or liable in any way for any loss or damage or injury suffered by the Merchant arising out of or due to the breakdown or fault or delay in response by the Terminal Device, and/or accessories.

5.12 The Merchant shall return the Terminal Device, and its accessories to AUB in satisfactory condition upon termination of the Terms and Conditions. The Merchant shall be liable for all cost of repairs or replacement if such returned Terminal Device, and/or accessories was found by AUB to be damaged, faulty, or in unsatisfactory condition. Notwithstanding the foregoing, AUB reserves the right to pull out the Terminal Device and its accessories at any time if AUB determines that there had been a misuse and/or tampering of the Terminal Device and/or any breach by the Merchant of the terms hereof, without prejudice to the rights and remedies of AUB hereunder.

5.13 EXCEPT AS EXPRESSLY SET FORTH IN THIS SUPPLEMENT, AUB MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS REGARDS THE TERMINAL DEVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, AUB PROVIDES THE TERMINAL DEVICE HEREUNDER ON AN "AS IS" BASIS AND WITHOUT WARRANTY, AND ALL WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND THE MERCHANT HEREBY WAIVES ALL SUCH WARRANTIES. AUB MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND WHATSOEVER AS TO THE AVAILABILITY OF THE TERMINAL DEVICE, THE FREEDOM FROM ERROR OF THE SAME, OR THE SECURITY OF COMMUNICATIONS OR TRANSMISSIONS COURSED THROUGH THE TERMINAL DEVICE.

5.14 This Supplement shall automatically expire and terminate upon the termination of the Terms and Conditions, unless otherwise agreed in writing by the Parties prior to the termination of this Supplement. Notwithstanding the foregoing, this Supplement may be terminated by a Party not in default upon sixty (60) calendar days' prior written notice thereof to the other Party.

5.15 Except insofar as specifically covered by this Supplement, the provisions of the Terms and Conditions shall apply and be binding upon the Merchant and shall be deemed incorporated herein. All terms and conditions under the Terms and Conditions not otherwise amended or modified hereby shall remain valid and in full force and effect as set forth therein. In case of any inconsistency or conflict between this Supplement and the Terms and Conditions, the provisions of this Supplement shall prevail but only insofar as the use of the Terminal Device is concerned; otherwise, the Terms and Conditions shall prevail.

By using the Terminal Device, the Merchant confirms and affirms that it has read and understood the terms and consequences hereof and its rights and remedies under applicable laws, rules, and regulations. The Merchant's continued use of the Terminal Device constitutes its continuing unqualified consent and agreement to this Supplement and the amendments, updates, supplements, revisions and other changes to this Supplement.