GCash Tap to Pay Terms

Tap to Pay allows you to conveniently pay for products and services at partner-merchant stores using Near Field Communication (NFC) technology. By just tapping your mobile phone to payment terminal at merchant stores, you can complete transactions

These Terms and Conditions ("Terms") govern your use of the GCash Tap to Pay feature ("Tap to Pay"). By using Tap to Pay, you acknowledge that you have read, understood, and agree to both these Tap to Pay Terms and the <u>GCash App Terms and Conditions</u>, which are incorporated herein by reference. In the event of any conflict between these Tap to Pay Terms and the GCash App Terms and Conditions, these Tap to Pay Terms shall prevail solely to the extent of such conflict relating specifically to the Tap to Pay feature.

Please read these Terms carefully before using Tap to Pay.

In these Terms, references to "GCash," "we," "us," and "our" refer to G-Xchange, Inc., including its directors, officers, employees, affiliates, representatives, partners, successors, and assigns. References to "User," "you," and "your" refer to the user of Tap to Pay.

These Terms are effective upon your acceptance and use of Tap to Pay service. Your continued use of the Service constitutes your ongoing and continuous acceptance of these Terms for each and every transaction you conduct using Tap to Pay.

1. Eligibility

To use Tap to Pay, you must be a fully verified GCash user, have successfully activated the Tap to Pay feature within the GCash application, and possess an NFC-enabled mobile phone. For international Tap to Pay transactions, additional verification requirements or limitations may apply as determined by GCash or its partners.

2. Payment Authorization

By using Tap to Pay, you authorize us to process payments from your GCash e-wallet as described in these Terms, including but not limited to standard payments, pre-authorizations, and supplementary charges, and to share necessary transaction details with our partner merchants to complete such payments.

3. Transaction Types and Authorization for Adjustments

- 3.1 <u>Pre-Authorization Transactions</u>. For certain transactions, particularly with merchants such as hotels, car rentals, transit systems, etc. Tap to Pay may utilize a pre-authorization mechanism. This means that a temporary hold will be placed on a specific amount of funds in your GCash e-wallet to verify fund availability before the final payment amount is determined. You understand and agree that this pre-authorized amount will temporarily reduce your available GCash balance. The final charge to your e-wallet may be different from the pre-authorized amount depending on your actual consumption or the merchant's final billing. GCash will process the final payment or release any excess pre-authorized funds once the merchant provides the final transaction amount.
- 3.2 <u>Supplementary Charges</u>. You explicitly authorize GCash to debit your GCash e-wallet for any supplementary charges or additional amounts that may be determined by a merchant after an initial Tap to Pay transaction. This may occur in situations where the final cost of a product or service (e.g., hotel stay, transport fare, etc.) exceeds the initial amount paid or pre-authorized. You understand and agree that such supplementary charges will be processed automatically by GCash based on information received from the merchant. In-app notifications will be provided to inform you of any supplementary charges applied to your account. In the event your GCash e-wallet has insufficient balance to cover a supplementary charge, GCash reserves the right to debit your account for the outstanding amount once there is sufficient balance. If your GCash e-wallet lacks sufficient balance to cover outstanding supplementary charges after repeated attempts, GCash reserves the right to temporarily or permanently block your GCash account and/or restrict your access to Tap to Pay and other GCash

services. This does not preclude GCash from blocking your account under the GCash AppTerms and Conditions .

3.3 <u>Adjustments Resulting in Refunds</u>. In situations where an initial Tap to Pay transaction (e.g., a preauthorized amount or a maximum fare) is subsequently determined by the merchant to be higher than the actual final amount owed (e.g., a final transport fare), GCash will process a refund for the excess amount to your GCash e-wallet. You will receive an in-app notification confirming the refund.

4. International Transactions

GCash Tap to Pay may be used for eligible international transactions where accepted by merchants. You acknowledge and agree that international transactions may be subject to foreign exchange ("FX") rate conversions determined by GCash FX Partners at the time of transaction processing. Currency conversion rates may fluctuate and may differ from rates published elsewhere. GCash is not responsible for any differences in rates applied by GCash FX Partners or other third parties involved in the international transaction.

Tap to Pay is compatible with Mastercard point-of-sale (POS) terminals featuring Near Field Communication (NFC) technology. Users engaging in international transactions should note that the availability and operational functionality of Tap to Pay may differ based on the country and the individual merchant's acceptance policies.

5. Privacy

Your use of the Tap to Pay is subject to our Privacy Policy, which describes how we collect, use, and protect your information. By using the Tap to Pay, you consent to our Privacy Policy, available at https://new.gcash.com/privacy-notice.

6. Device Security.

You are solely responsible for maintaining the security of your mobile phone, including securing your GCash app with a strong PIN, biometric authentication, or other security features, and preventing unauthorized access to or use of your Tap to Pay feature. You must keep your GCash PIN and any other authentication credentials confidential. GCash shall not be liable for any unauthorized transactions or losses arising from your failure to maintain the confidentiality and security of your device or credentials.

7. Limitations of Liability

The products and/or services are solely provided by the merchant. GCash makes no representations or warranties of any kind, express or implied: (i) about the quality, quantity, completeness, fitness for a particular purpose, and/or results of the merchant's product or service paid for by the User through Tap to Pay. Any availment of the product or service by you is at your own risk, and you release GCash from any damages or liabilities related thereto.

GCash shall not be held liable for any losses, claims, or damages incurred by you due to unsuccessful transactions caused by technical failures affecting Tap to Pay, your device's NFC functionality, or your insufficient GCash balance, except in instances where such failures are solely and directly due to the willful misconduct or gross negligence of GCash.

GCash is not responsible for the accuracy of pre-authorization amounts or final charges determined by the merchant. Your recourse for any discrepancies related to the final amount charged for goods or services, including supplementary charges or refunds, is directly with the merchant. While GCash will facilitate supplementary charges and refunds as instructed by the merchant, we are not liable for any delays or errors in such adjustments unless directly caused by our sole, direct, willful fault or gross negligence.

8. Modifications to the Tap to Pay

We reserve the right to modify, suspend, or discontinue the Tap to Pay feature at any time. We will endeavor to provide you with reasonable prior notice of any material changes or discontinuations that may significantly impact your use of the service, where commercially practicable, through the GCash app or other communication channels. Minor changes may be implemented without prior notice.

9. User Support

Any questions, concerns, or disputes related to the product or service purchased using Tap to Pay must be addressed directly with the merchant involved in the transaction.

If you have any concerns or have encountered a problem with the Tap to Pay feature, visit the <u>GCash Help Center</u> and use the Help Feature (Live Chat) or submit a ticket. All information disclosed shall be treated with the utmost confidentiality and will be resolved in the most efficient and effective manner.

For the efficient handling of your concerns, you shall direct all communications exclusively through the Help Center. You shall not raise concerns or complaints through other mediums or platforms that are not authorized to, or cannot, resolve your concerns, including social media platforms.

GCash maintains full cooperation with the BSP in financial consumer protection. For any feedback or concerns about the GCash App or GCash Services, visit our Help Center or call our hotline.

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