

## Terms and Conditions Governing the Issuance and Use of BDO Installment Card

1. **The CARD.** The CARD is the sole property of BDO Unibank, Inc. (ISSUER). It is non-transferable and its use shall be subject to ISSUER's existing policies, regulatory rules and regulations, and to the parameters, rules or guidelines of Mastercard as the same may be amended or supplemented from time to time.

Upon request of the CARDHOLDER and/or if deemed qualified by the ISSUER, CARDHOLDER agrees to the issuance of another CARD.

2. **CARDHOLDER.** The CARDHOLDER refers to both Principal and Supplementary Cardholders to whom the CARD is issued.

When offered and made available by ISSUER as a CARD feature, Principal CARDHOLDER may apply for issuance of one (1) Supplementary Card. Principal CARDHOLDER shall be liable for all purchases, cash availments and cash advances made through the use of the Supplementary Card. The use of Supplementary Card shall also be governed by these Terms and Conditions. Any reference to the CARD issued to the Principal CARDHOLDER shall also apply to Supplementary Card. Should the Principal CARDHOLDER request for cancellation of a Supplementary Card, Principal CARDHOLDER agrees to pay all outstanding obligations incurred by the Supplementary CARDHOLDER.

3. **Use of the CARD.** Use of the CARD is subject to these Terms and Conditions or as amended from time to time. CARDHOLDER's signature at the back of the CARD and/or his/her use of the CARD, with or without signing any CARD application form, signifies his/her agreement with the Terms and Conditions here.

4. **CARD Validity and Replacement.** Unless terminated or cancelled earlier, the CARD shall be valid from the issue date up to the last calendar day of the month indicated on its face. Renewal or replacement of the CARD will be at the sole discretion of ISSUER. Should ISSUER opt not to renew or replace the CARD, ISSUER may demand immediate full payment of CARDHOLDER's outstanding obligation.

ISSUER may change the CARD number or expiry date, or both, of a replacement CARD issued to CARDHOLDER. CARDHOLDER is responsible for communicating this change to any party with whom CARDHOLDER may have existing payment arrangements.

5. **CARD Activation.** Unless otherwise permitted by law or regulation, the CARD shall be activated upon the request of the CARDHOLDER. CARDHOLDER also agrees that for as long as the CARD is active, and unless ISSUER has received a request to cancel it, the CARDHOLDER's account will continue to incur fees even if the CARD has not been used.

6. **CARDHOLDER Information and Consent.** CARDHOLDER authorizes ISSUER, its parent company, and its subsidiaries and affiliates ("Related Companies") to the extent allowed by law to do the following:

- a. To make whatever credit investigations necessary to ascertain CARDHOLDER's credit standing and financial capability;
- b. To ask and/or release, disclose, submit, share, or exchange any CARDHOLDER's credit history or CARD account information and reports as they may deem fit including, but not limited to, delinquent, past due or litigation status of CARD account, full payments or settlement of previously reported CARD account and other CARD account updates to consumer reporting or reference agencies, government regulatory agencies, and to banks or financial institutions, credit card companies, creditors, loyalty program partners, merchant partners or third parties;
- c. To submit, disclose, and transfer to any and all credit information service providers of any information, whether positive or negative, relating to CARDHOLDER's basic credit data (as defined under R.A. 9510) with the ISSUER as well as any updates or corrections thereof;
- d. To inform CARDHOLDER about its promotional offers, advertisements and surveys through mail, e-mail, fax, short messaging service (SMS), telephone or any other means of

- communications. For this purpose, CARDHOLDER allows ISSUER to use or share with Related Companies, third parties, agents and representatives information CARDHOLDER has provided and/or information derived from external sources for Related Companies, third parties, agents and representatives to offer products to CARDHOLDER;
- e. To send broadcast and push messages as well as notices and announcements via broadcast messaging service, multimedia messaging service, and SMS to CARDHOLDER.

If CARDHOLDER wishes to be excluded from the recipient lists, CARDHOLDER has to call BDO Customer Contact Center or follow the opt-out instructions regularly sent to CARDHOLDER. Moreover, if CARDHOLDER finds any incorrect entry in the information held by ISSUER or in the information provided by ISSUER to a consumer reporting or reference agency, he/she has to call BDO Customer Contact Center for the appropriate action to be taken.

7. **Responsibilities of CARDHOLDER.** CARDHOLDER shall be liable to ISSUER for any and all amounts charged to the CARD, including cash advances, cash availments, installment purchases, finance charges or interests, applicable fees, and other charges, whether incurred in the Philippines or abroad, and whether authorized or unauthorized by CARDHOLDER, subject only to the provisions of Section 10 here. CARDHOLDER also agrees to accept and pay for such charges without the necessity of proof of a signed charge or sales slip, even without actually receiving a Statement of Account ("SOA"), and regardless of the manner of collection used.

For Card products billed in Philippine Pesos, all transactions made in foreign currencies will be converted to U.S. Dollars by Mastercard before being converted to Philippine Peso by BDO. A foreign currency factor/assessment fee will be applied to converted U.S. Dollar amounts, which will be retained by Mastercard; and a service fee will be applied to converted Philippine Peso amounts.

For payments made by CARDHOLDER in currency other than the billing currency, the payments will be converted into the billing currency using ISSUER's selling rate for the day. Application of said payments will be in the following order: (a) interest/service charges, including late payment charges, if any, and (b) principal amount.

All Peso transactions incurred by CARDHOLDER via installment may be subject to the regular monthly add-on interest rates or zero percent interest. Finance Charge and other applicable fees may still apply if CARDHOLDER does not pay his/her monthly installment amortization in full. Request for acceleration of charging the total remaining unbilled balance may be accommodated subject to a fee.

Peso transactions with mail, telephone order, internet or retail merchants located outside the Philippines may be subject to an ad valorem tax at the applicable rate, added to the Peso transaction.

For drawing Cash Advances from designated Automated Teller Machines (ATM), ISSUER shall assign to CARDHOLDER a Personal Identification Number (PIN). At all times, CARDHOLDER shall keep the PIN confidential. CARDHOLDER agrees that all Cash Advances using the CARD shall be conclusively presumed to have been personally made or authorized by him/her. A Cash Advance Fee will be imposed per Cash Advance transaction.

To purchase the foreign exchange necessary to cover all non-trade transactions using the CARD, the charge or sales slip signed by CARDHOLDER for every purchase, or the transaction record for Cash Advances drawn using the CARD from any authorized ATM, shall serve as the written application from CARDHOLDER as required by the Manual of Regulations on Foreign Exchange Transactions.

CARDHOLDER acknowledges that the care and safety of the CARD is his/her responsibility, and agrees to safeguard it against loss, theft, and fraudulent or unauthorized use.

8. **Cash Availments.** Subject to the approved and available Credit Limit of the CARDHOLDER, CARDHOLDER may, at any time, draw Cash Availments, subject to the required minimum amount, at ISSUER's designated branches, or through any additional availment channels that may be provided by ISSUER in the future. ISSUER reserves the right to require documents from the CARDHOLDER when drawing Cash Availments. CARDHOLDER agrees that all Cash Availments, through whichever availment channel, including Cash Availments made by the CARDHOLDER and authorized by the ISSUER to go beyond the CARDHOLDER's assigned Credit Limit, shall be conclusively presumed to have been personally made by him/her. CARDHOLDER agrees to pay interest on Cash Availments at the rate agreed upon by the CARDHOLDER as evidenced by the availment form, cash availment slip, charge slip, other

documents signed by the CARDHOLDER, or online or verbal confirmation via recorded line upon drawing Cash Availment.

The monthly amortization due from the drawing of Cash Availments shall be included in the computation of the Minimum Amount Due on Payment Due Date.

9. **Membership Fees.** To be entitled to the CARD's privileges and benefits, CARDHOLDER shall pay Membership Fee as the ISSUER may require. ISSUER reserves the right to amend the privileges and benefits of the CARD as well as the CARD's Credit Limit. The continued use of the CARD shall be construed as acceptance by CARDHOLDER of the amended terms, benefits, Credit Limit, and fees. All paid Membership Fees are non-refundable even if the credit privileges are suspended or terminated, or even if CARDHOLDER cancels the CARD before its expiry date. The membership fee shall be charged to the CARD account or CARDHOLDER upon first usage of the CARD or CARD account on retail purchase or cash availment and annually thereafter.
10. **Loss of the CARD.** The Lost Card Protection (LCP) feature relieves the CARDHOLDER of any financial liability resulting from fraudulent or unauthorized use of the CARD from the time the report of loss or theft is received by BDO Customer Contact Center. Prior to the receipt of such report, CARDHOLDER expressly agrees to be held liable to ISSUER and to pay for any and all transactions, purchases, and charges made or incurred from the use of the lost or stolen CARD even if the signature of the CARDHOLDER is proven to be forged. A reasonable fee shall be charged to CARDHOLDER to cover the replacement cost of a lost CARD.
11. **Use of the Credit Limit.** CARDHOLDER will be given a Credit Limit expressed in the Philippine currency which CARDHOLDER may use for retail transactions or for drawing Cash Advances and Cash Availments. This will be the maximum allowable combined purchase, Cash Advance and Cash Availment amount of the Principal and Supplementary CARDHOLDERS, combined, at any given time, unless ISSUER authorizes a transaction in excess of the CARDHOLDER's Credit Limit.

ISSUER may assign a lower sub-limit for the Supplementary Card. This will be the Supplementary CARDHOLDER's Credit Limit. The Supplementary CARDHOLDER's Credit Limit forms part of the Principal CARDHOLDER's Credit Limit.

CARDHOLDER agrees that installment purchases form part of the approved Credit Limit unless a separate installment limit is specifically designated by ISSUER and the principal amount of any installment transaction shall be debited from the available Credit Limit. CARDHOLDER may call BDO Customer Contact Center to check his/her available Credit Limit. CARDHOLDER understands that his/her transaction can be declined if CARDHOLDER has no sufficient Credit Limit. ISSUER reserves the right to authorize a purchase, Cash Advance or Cash Availment that is more than the CARDHOLDER's assigned Credit Limit.

CARDHOLDER agrees to monitor his/her balance so as not to exceed the approved Credit Limit. Should the Outstanding Balance at any time exceed the approved Credit Limit, ISSUER reserves the right to decline any transaction or suspend the Credit Card privileges of CARDHOLDER. The excess of the Credit Limit may be considered immediately due and demandable without need of further notice or demand.

At its sole option and at any time, ISSUER may increase or decrease CARDHOLDER's Credit Limit including Cash Availment limit and allowable limit in excess of the assigned Credit Limit to an amount to be determined by ISSUER, and ISSUER is not obliged to notify CARDHOLDER of such increase or reduction. Should the Outstanding Balance exceed the reduced Credit Limit, the excess may become immediately due and demandable without need for further notice or demand.

Credit Card Limit refers to the maximum total amount for purchases, cash availments, cash advances, finance charges, service fees, penalties and other charges which can be charged to the CARDHOLDER's CARD, unless ISSUER authorizes a transaction in excess of such Credit Limit. In case a CARDHOLDER is issued two (2) or more BDO Credit Cards, CARDHOLDER agrees that ISSUER may, at its sole discretion, give CARDHOLDER a separate Credit Card Limit for each of the BDO Credit Cards issued or a consolidated Shared Credit Card Limit (SCCL) for all, or a combination of the foregoing for the existing and future BDO Credit Cards, expressed in Philippine Pesos. Unless otherwise provided, SCCL is the Credit Limit assigned to a CARDHOLDER across all issued BDO Credit Cards. In addition to existing Credit Cards, all future BDO Credit Cards may share the same SCCL. Request for increase in Credit Limit may be accommodated subject to the submission of required documents.

In case of default in the payment of CARDHOLDER's obligation on one or more Credit Cards,



ISSUER may at its sole discretion, revoke CARDHOLDER's right to use all or any of the Credit Cards and demand immediate payment of all outstanding amounts under the Credit Cards.

12. **Accredited Establishment.** ISSUER has an agreement with Mastercard where the CARD bearing the Mastercard label shall, at all times, be honored in all their accredited establishments worldwide. ISSUER shall not be liable to CARDHOLDER if, for any reason, any of such accredited establishments does not honor the CARD. CARDHOLDER agrees to hold ISSUER free and harmless from any and all claims for damages as a result of the refusal of any accredited establishment to honor the CARD.

CARDHOLDER shall not hold the ISSUER responsible for any defective product or non-performance of a service. Any dispute between CARDHOLDER and the establishment shall not affect CARDHOLDER's outstanding obligation to the ISSUER arising from the use of the CARD.

13. **Statement of Account (SOA).** SOA will be sent to CARDHOLDER's billing address as indicated in the CARD application form or in the latest notice of change of billing address in the records of ISSUER or at the available address on record of CARDHOLDER with the ISSUER. ISSUER may send the SOA via personal delivery, registered mail, e-mail, SMS, or other means of delivery, and when sent as such, it shall be conclusively deemed received by CARDHOLDER. CARDHOLDER shall examine the SOA not later than thirty (30) calendar days from Statement Date. Otherwise, CARDHOLDER shall be deemed to have accepted the correctness and accuracy of the SOA.

In case of any billing error, discrepancy, or question, CARDHOLDER shall immediately notify ISSUER in writing about it. CARDHOLDER agrees that in the event of any reported error or fraudulent transaction, ISSUER reserves the right to make a correction in the SOA only after investigating and confirming such error or transaction within a reasonable time. In case of non-receipt of SOA, CARDHOLDER must immediately inform the ISSUER about it and ask for the amount due from CARDHOLDER. CARDHOLDER agrees that the obligation to pay the amount due on or before Payment Due Date is not in any manner dependent upon the receipt of the SOA.

All other Terms and Conditions stated in the SOA shall form an integral part of these Terms and Conditions by way of reference. The terms spelled out in capital letters in these Terms and Conditions and not otherwise defined shall have the same meaning ascribed to them in the SOA. In case of conflict between the SOA and these Terms and Conditions, the latter shall prevail.

14. **Minimum Amount Due.** The Minimum Amount Due is the amount to be paid by CARDHOLDER on or before the Payment Due Date. It is the sum of the following:
- a. A Percentage of the outstanding balance (less installment amortization and Cash Availment Amortization, if any)
  - b. Installment Amortization
  - c. Cash Availment Amortization
  - d. Overdue Amount

Or a set minimum amount, whichever is higher. In case of default, ISSUER may demand payment of the outstanding obligation in full.

15. **CARD Payment.** CARDHOLDER must pay the Outstanding Balance or at least the Minimum Amount Due as shown in the SOA which ISSUER must receive as cleared funds on or before the Payment Due Date indicated in the SOA. If the Payment Due Date falls on a Saturday or Sunday or a Regular National Holiday, payment due is automatically moved to the next business day.

In case CARDHOLDER is issued two or more CARDS, CARDHOLDER authorizes ISSUER to the extent permitted by law, without any obligation on its part and without prior notice, to apply CARDHOLDER's payments to any of the CARD accounts of the CARDHOLDER. CARDHOLDER further authorizes ISSUER, without any obligation on its part and without prior notice, to likewise apply to any of the CARDHOLDER's outstanding obligations with ISSUER any payments made by CARDHOLDER or amounts due the CARDHOLDER resulting from overpayments.

16. **Finance Charge.** If CARDHOLDER opts to (a) pay the Minimum Amount Due, (b) pay any amount less than the Outstanding Balance, or (c) make a cash advance transaction, CARDHOLDER shall be deemed as availing against his/her credit line with ISSUER and agrees to pay the corresponding finance charges or interest rates on all obligations at a rate determined by ISSUER. The ISSUER may change the rate from time to time and CARDHOLDER will be advised through the SOA or other means of communication.

A Finance Charge at ISSUER's prevailing rate (Effective Interest Rate) will be imposed on the Outstanding Balance of CARDHOLDER's previous SOA and on all new transactions posted within the statement period, computed from the Transaction Date until the current Statement Date. Any unpaid amount as of the Payment Due Date shall be deemed payable on the next Payment Due Date unless CARDHOLDER opts to re-avail from his/her credit line. For Cash Advances, finance charges will be imposed at the current interest rate on the unpaid Cash Advance balance (including Cash Advance fees) from Transaction Date until both the Cash Advance balance and its related charges are paid in full.

Finance Charge will be calculated by multiplying each daily balance by the daily interest rate (which is the monthly interest rate divided by 30) to determine the daily interest. All daily interest calculated for each day of the billing period will be added to determine the total Finance Charge for the billing period. No interest will be computed on any credit balance.

17. **Late Payment Charge.** If no payment is received on or before the Payment Due Date indicated in the SOA or if payment made is below the Minimum Amount Due, a Late Payment Charge shall be imposed for every month of delay or a fraction of a month's delay. CARDHOLDER agrees to pay late payment charges or other charges for any unpaid amount due at a rate determined by the ISSUER. Unpaid Late Payment Charges shall form part of the Outstanding Balance and shall continue to incur Finance Charges every month until the balance is fully settled.
18. **Fees and Charges.** Fees and charges such as Finance Charge, Late Payment Charge, Membership Fee, Cash Advance Fee, lost CARD replacement fee, returned check penalty fee, fee for closed accounts and/or accounts with insufficient funds under an Auto Debit Arrangement (ADA) Facility, if applicable, and other applicable fees may be charged to the CARD account from time to time. ISSUER may revise the fees and charges mentioned in these Terms and Conditions.
19. **Installment Processing Fee.** If the CARDHOLDER pays in full the Outstanding Balance of his/her installment purchase or Cash Availment before the end of the payment term (as advised to the CARDHOLDER), CARDHOLDER agrees to pay a processing fee at a rate determined by the ISSUER. The processing fee shall form part of the Outstanding Balance and shall continue to incur finance charges every month until the balance is fully settled.  
  
ISSUER reserves the right to change the processing fee as it may deem necessary and the CARDHOLDER will be advised of such revisions.
20. **Delinquency.** The CARD account shall be deemed delinquent when the Outstanding Balance exceeds the Credit Limit or when CARDHOLDER fails to pay at least the Minimum Amount Due on or before the Payment Due Date indicated in the SOA. In case of delinquency, ISSUER shall have the right to suspend or cancel CARD privileges, and the Outstanding Balance shall become immediately due and demandable without notice or demand. CARDHOLDER shall continue to pay membership fees until the obligation is fully settled.
21. **Events of Default.** CARDHOLDER shall be considered in default, irrespective of the reasons for its occurrence and regardless of whether it is voluntary or involuntary, when any of the following events occurs:

- a. CARD account of the CARDHOLDER turns delinquent;
- b. False information is provided in the CARD application form or required information is not disclosed;
- c. ISSUER receives any legal process against a substantial portion of the property, income, assets of CARDHOLDER;
- d. CARDHOLDER is suspended or separated from employment or his/her business operations are suspended or closed;
- e. CARDHOLDER is charged with, convicted, or is under investigation for violation of Republic Act No. 8484 (Access Devices Regulation Act of 1998) or the Revised Penal Code of the Philippines or any other penal laws or regulations; or when ISSUER finds prima facie evidence to charge CARDHOLDER with a violation of any of the provisions of the said laws or regulations;
- f. CARDHOLDER fails to pay any other amount due and owed to ISSUER or its Related Companies, or fails to fulfill any other undertakings or obligations to ISSUER or its Related Companies;
- g. CARDHOLDER dies or becomes legally incapacitated or insolvent; or
- h. An event or circumstance transpires that, in ISSUER's reasonable opinion, will adversely affect the CARDHOLDER's performance or payment of obligations under these Terms and Conditions.

**22. Consequences of Default.** The following shall be the consequences of default, whether singly, concurrently, or successively:

- a. The entire unpaid obligation and all other fees, charges, and amounts payable to ISSUER shall become due and payable without demand or notice of any kind, all which are deemed expressly waived by CARDHOLDER;
- b. ISSUER may, and is hereby authorized by the CARDHOLDER to set off as full or partial payment, and/or withhold, to the extent permitted by law, at ISSUER's option and without need of prior notice, all monies, funds, and/or proceeds of securities, investments or receivables which may come into the possession or control of the ISSUER and/or its Related Companies, to apply the same in satisfying any or all obligations of the CARDHOLDER to the ISSUER, whether left with them for safekeeping or otherwise, or coming into any of their hands in any way, to settle any and all obligations of the CARDHOLDER to the ISSUER. CARDHOLDER irrevocably authorizes ISSUER and/or its Related Companies to debit such amounts as may be necessary to implement this provision from any of the CARDHOLDER's accounts with the ISSUER and/or its Related Companies, immediately after which due notice shall be sent to the CARDHOLDER. In addition, all such properties, receivables or securities in the possession or control of the ISSUER and/or its Related Companies are hereby ceded, transferred and conveyed by way of assignment unto ISSUER in order that the same may be used to satisfy any and all obligations of the CARDHOLDER to the ISSUER in accordance with this provision. For such purpose, and to effectively carry out the powers herein granted, CARDHOLDER hereby unconditionally or irrevocably names and constitutes ISSUER and/or its Related Companies to be his/her true and lawful attorney-in-fact, with full power of substitution, to do or cause to be done any and all acts that are necessary to carry out the purposes of this paragraph, including the power to sell in accordance with law, based on zonal value or fair market value for real or personal properties, respectively, without the need for any further notice, demand or deed, and to apply the proceeds of the sale to the satisfaction of the CARDHOLDER's obligations to the ISSUER. The appointment of ISSUER and/or its Related Companies is coupled with interest and is, therefore, irrevocable until any and all obligations to the ISSUER are fully settled. For the foregoing purposes, the CARDHOLDER hereby waives his/her rights in favor of the ISSUER and/or its Related Companies under Republic Act 1405 (The Bank Secrecy Act of 1955), as amended, Section 55 of Republic Act 8791 (The General Banking Law of 2000), as amended, Republic Act 6426 (Foreign Currency Deposit Act of the Philippines of 1974), as amended, Republic Act 10173 (Data Privacy Act of 2012) and other laws/regulations, including all subsequent amendments or supplements thereto, relative to the confidentiality or secrecy of bank deposits/accounts, placements, investments and similar or related assets in the custody of the ISSUER and/or its Related Companies. CARDHOLDER shall hold ISSUER and/or its Related Companies, their directors, officers, employees, representatives and agents, free and harmless from any liability arising from ISSUER's, and/or its Related Companies' exercise of their remedies and authorities hereunder, or from any action taken by ISSUER and/or its Related Companies on the basis of and within the framework of the foregoing appointment.

**23. CARD Suspension, Cancellation, Termination and Non-renewal.** ISSUER may, at its exclusive option and without notice to CARDHOLDER, suspend, cancel, or terminate the CARD or its privileges at any time, for whatever reason, or not to allow renewal of the CARD upon expiry. Any outstanding credit availment at such time shall be considered due and demandable without notice to CARDHOLDER.

CARDHOLDER may, at any time, terminate the Terms and Conditions or privilege to use the CARD by written notice or by calling BDO Customer Contact Center even without returning the CARD to ISSUER but the termination is subject to the immediate payment of any and all obligations incurred in connection with the use of the CARD. CARDHOLDER should destroy the CARD, otherwise, CARDHOLDER shall become liable to ISSUER for any and all fraudulent / unauthorized charges and transactions made on the CARD.

Should ISSUER allow CARDHOLDER to pay less than the full amount due, fees and charges mentioned in these Terms and Conditions shall continue to be imposed, and membership fee will be collected and will be pro-rated until such time that the amount due is paid in full.

**24. Collection.** Should the CARD account be endorsed to an agency for collection, ISSUER shall inform CARDHOLDER in writing, at least seven (7) days prior to actual endorsement or transfer of endorsement, the names and contact details of the agency to whom the account is endorsed or transferred.

If collection of CARD account is referred to a collection agency or enforced through court action, CARDHOLDER agrees to pay the costs of collection or attorney's fees, or both,



equivalent to 25% of the unpaid balance (including all finance and penalty charges), in addition to whatever damages incurred by ISSUER. An additional amount equivalent to 25% of the unpaid balance, exclusive of litigation expenses and judicial cost, shall be charged to CARDHOLDER as liquidated damages.

- 25. Compliance with Laws and Regulations.** CARDHOLDER agrees to comply with all laws and regulations related to the use of the CARD. CARDHOLDER further agrees not to use the CARD for the purchase of items or goods whose importation in the Philippines is disallowed under the provisions of BSP Circular No. 1389, as amended, and all other circulars, laws, rules and regulations pertaining to importation. CARDHOLDER also agrees and warrants that the proceeds of any cash advance availed abroad shall not be used for foreign investments or payment of foreign loans or for any other purpose in violation of any existing foreign exchange rules and regulations.
- 26. Discretion.** Without giving any reason or notice, and without prejudice to the other provisions here, ISSUER has absolute discretion (a) to refuse to approve any proposed CARD transaction even if sufficient credit is available; (b) to terminate or cancel CARDHOLDER's right to use the CARD; (c) to increase or decrease the Credit Limit; (d) to refuse to reissue, renew, or replace the CARD; (e) to introduce, amend, vary, restrict, terminate, or withdraw the benefits, services, facilities, and privileges in respect of, or in connection with the CARD account, whether specifically relating to CARDHOLDER or generally to all or specific cardholders; (f) to limit the number of CARDHOLDER's purchases, cash advances or cash availments in a day; (g) to require CARDHOLDER to contact ISSUER or temporarily suspend CARD privileges in case ISSUER detects any unusual or suspicious activity; or (h) to automatically enroll the CARDHOLDER in the One-Time PIN Facility to secure online transactions, or to do all of the above. A One Time PIN will be sent to the registered mobile number which changes for every online transaction. CARDHOLDER shall keep the PIN confidential, under no circumstances should the CARDHOLDER disclose the One Time PIN to any person or compromise its confidentiality.
- 27. Exclusions.** The CARD is not eligible to the following, unless otherwise stated by the ISSUER:
- a. Balance Transfer, EasyPay Convert, EasyPay Cash and other Internal Installment products
  - b. Annual Membership Fee waivers and/or reversals
  - c. BDO Treats and Rewards
  - d. All non-installment promos
- 28. Authorization and Indemnity for Telephone, Facsimile, E-mail and Other Form of Instructions.** CARDHOLDER authorizes ISSUER to rely upon and act in accordance with any notice, instruction or other communication which may be given by telephone, facsimile, e-mail, SMS or other means by CARDHOLDER or on his/her behalf (the "Instructions") which ISSUER believes in good faith to have been made by the CARDHOLDER or upon his/her instructions or for his/her benefit. ISSUER reserves the right to require the Instructions to be contained or sent in a particular form or the submission of supporting document/s, before it may decide to act or not to act upon the Instruction.
- ISSUER reserves the right to act upon Instructions and requests received from the Principal CARDHOLDER only.
- In consideration of ISSUER acting in accordance with the terms of the Instruction, CARDHOLDER hereby irrevocably undertakes to indemnify ISSUER and to keep ISSUER indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses of whatever nature, arising out of or in connection with the implementation of the Instruction.
- Any instruction given by CARDHOLDER to ISSUER may be treated by ISSUER as valid and effective until ISSUER receives from CARDHOLDER a written notice terminating or withdrawing the same, save that such termination will not release CARDHOLDER from the liability and indemnity obligation set forth above, with respect to any act performed by ISSUER in accordance with such Instruction, prior to its termination /withdrawal.
- 29. Telephone Communications.** CARDHOLDER agrees that ISSUER may tape or record all telephone communications. CARDHOLDER likewise agrees and expressly consents that such taped or recorded Instructions may be used by ISSUER or any third party, for any purpose, particularly as evidence in any judicial or administrative proceeding.
- 30. Notices and Change of Address and Other Data.** Notices shall be deemed received by CARDHOLDER on the date of receipt if delivered by courier; after fifteen (15) days from posting, if sent by mail; or on the date of transmission, if sent by facsimile, SMS, or e-mail. CARDHOLDER shall immediately notify ISSUER, through the BDO Customer Contact Center, of

any change in residence, office or billing address, e-mail address, and other data previously indicated in the CARD application such as status and phone number. Until ISSUER is notified of such changes, ISSUER will continue to use the current CARDHOLDER information and data on file with it, and notices shall be deemed received by CARDHOLDER when sent to the available address/es of the CARDHOLDER on file with ISSUER. The CARDHOLDER's billing address should always be within areas specified by ISSUER, and in the event that CARDHOLDER's chosen billing address is not accessible through mail or courier delivery, ISSUER shall have the option to use the other addresses provided by CARDHOLDER, if any. CARDHOLDER must indicate a landline number or a postpaid mobile number in the preferred billing address provided in the Credit Card application. In case the indicated landline number cannot be successfully contacted, CARDHOLDER authorizes ISSUER to use CARDHOLDER's contacted or verified location as the billing address.

CARDHOLDER undertakes to notify ISSUER of any additional means of communicating with CARDHOLDER aside from those disclosed in his/her CARD application. CARDHOLDER authorizes ISSUER at its discretion but without any obligation to do so, to secure information from third parties such as but not limited to utility companies, insurers, and financial intermediaries, and to receive information on how and where the CARDHOLDER can be contacted.

Should CARDHOLDER abandon or surreptitiously leave the place of employment, business, or residence stated in CARDHOLDER's credit card application, and if at that time CARDHOLDER's outstanding and unpaid balance is more than Ten Thousand Pesos (P10,000.00) or its equivalent and is past due for at least ninety (90) days, it shall be considered prima facie evidence that CARDHOLDER used the CARD with intent to defraud ISSUER.

31. **Limitation of Liability.** CARDHOLDER hereby agrees to indemnify and render ISSUER, its directors, officers, employees, agents and assigns free and harmless from and against any claim, cause of action, suit, liability, and loss or damage of whatever nature that may arise as a result of, or in connection with the use of the CARD and the transactions made with it.

In the event of any action filed against ISSUER for any cause whatsoever, CARDHOLDER agrees that ISSUER's liability shall not exceed the amount of P1,000.00 or the reasonable actual and direct damages proven to have been suffered by CARDHOLDER, whichever is lesser. In no event shall ISSUER be liable for any special, consequential, or indirect damages suffered by CARDHOLDER even if ISSUER has been advised of the possibility thereof.

The above provision shall survive the termination, cancellation, or suspension of the CARD or the right to use the CARD.

32. **Venue of Actions.** Venue of any action shall be in the proper courts of Metro Manila.

33. **Non-Waiver of Rights.** No failure or delay on the part of ISSUER in exercising any right or power given here shall operate as a waiver of that right or power, and nor shall any partial or single exercise of any such rights or powers preclude any of the other rights or powers provided here. No waiver by ISSUER of any of its rights or powers under these Terms and Conditions shall be deemed to have been made unless expressed in writing and signed by its duly authorized representative.

34. **Amendments.** ISSUER reserves the right to amend these Terms and Conditions at any time and for whatever reason it may deem proper, and any such amendment shall be binding upon CARDHOLDER upon notice by publication or other means of communication, electronic or otherwise.

35. **Assignment and Waiver.** CARDHOLDER agrees that ISSUER, without notice to CARDHOLDER, may assign, discount, or otherwise transfer part or all of its rights or obligations here or under any CARD transaction. In the event of such assignment, CARDHOLDER irrevocably agrees not to assert against the assignee set-off rights of any obligations that may be owed by ISSUER to CARDHOLDER. CARDHOLDER may not assign his/her rights and obligations under these Terms and Conditions without ISSUER's prior written consent.

36. **Taxes, Fees and Expenses.** CARDHOLDER agrees to assume for his/her sole account any and all taxes, fees and expenses that may be due or payable in connection with the issuance and use of the CARD or with any other credit facilities granted by ISSUER in connection with the CARD.

37. **CARDHOLDER Complaint.** Any complaint regarding the CARD or its use, or both, shall be communicated to the ISSUER. If ISSUER deems it necessary, ISSUER will conduct an investigation



of the complaint for its prompt resolution and communicate its findings to CARDHOLDER. CARDHOLDER agrees to fully cooperate with any such investigation by providing the necessary or required data, information, and documents. For concerns, CARDHOLDER may proceed to his/her branch of account, or call BDO Customer Contact Center at (02) 631-8000. To learn more about BDO Customer Assistance Mechanism, please visit [www.bdo.com.ph/consumer-assistance](http://www.bdo.com.ph/consumer-assistance).

38. **Submission of ITR and Waiver of Confidentiality of CARDHOLDER Information.** Before the CARD may be issued or upon its renewal or extension or upon the request of ISSUER during the CARD's effectivity, CARDHOLDER shall submit to ISSUER a copy of his/her most recent Income Tax Return ("ITR") or, if CARDHOLDER is a fixed income employee, a copy of his/her most recent Bureau of Internal Revenue ("BIR") Form 2316 (Certificate of Income Tax Withheld on Compensation) as filed by his/her employer with the BIR, then stamped "RECEIVED" by the BIR or its authorized agent bank. CARDHOLDER likewise irrevocably authorizes ISSUER to obtain a copy of such ITR or such BIR Form 2316 from the BIR or any reliable or competent source, and to conduct random verification with the BIR to establish authenticity of the ITR or the BIR Form 2316 and its accompanying financial statements or documents. For this purpose, CARDHOLDER waives the confidentiality of cardholder information in those documents.
39. **No PDIC Coverage.** The CARD account is not a deposit account and is not covered by the Philippine Deposit Insurance Corporation (PDIC).