

**ROBINSONS BANK CREDIT CARD
TERMS AND CONDITIONS**

The Terms and Conditions provided herein shall govern the Cardholder's use of the Credit Card ("Card") of Robinsons Bank Corporation (the "Bank"). By using the Card, the Cardholder agrees to be bound by these Terms and Conditions.

1. Definitions

- I. **"ATM"** means an automated teller machine or any card-operated machine or device whether belonging to the Bank or other participating financial institutions nominated from time to time by the Bank, which accepts the Card.
- II. **"Bank"** means Robinsons Bank, its successors and its assignee.
- III. **"Card Account"** means the credit card account opened by the Bank for the purpose of entering all credits received and debits incurred by the Cardholder under these Terms and Conditions.
- IV. **"Card"** means, as appropriate, a Mastercard credit card, issued by the Bank and includes the Primary Card and any Supplementary Card. When the context requires, the term shall also mean the numbers indicated on the Card.
- V. **"Cardholder"** means an individual to whom a Card bearing that individual's name is issued by the Bank and includes the Primary Cardholder and when the context requires, any Supplementary Cardholder.
- VI. **"Card Transaction"** means the purchase of goods, services, benefits and/or reservations (including without limitation any reservation for air, ship, rail, motor or other transportation, or hotel or other lodging or accommodation, whether or not utilized by the Cardholder) and/or the receipt of Cash Advances by the use of the Card, or PIN or by any other manner, including, without limitation, by mail, telephone or facsimile orders, regardless of whether a sales slip or receipt or other voucher or form is signed by the Cardholder.
- VII. **"Cash Advance"** means any amount obtained from the Bank or any other financial institution for debit from the Card Account, by use of the Card or the PIN or by any manner.
- VIII. **"Charges"** means the amounts payable by the Cardholder under these Terms and Conditions. The term includes without limitation, any amount from the use of the Card or PIN for all Card Transactions, interests, fees, additional expenses, damages, legal costs and disbursements, and other non-refundable fees and applicable charges.
- IX. **"Credit Limit"** means the maximum debit balance (purchases, cash advances, card installment plan, and finance charges, service fees, penalties, and other charges) permitted by the Bank for the Card Account for the Primary Cardholder and any Supplementary Cardholder. The Bank reserves the right to increase or decrease the Credit Limit upon verbal or written notice to the Cardholder. The Cardholder has the option to decline the increase to his credit limit.

- X. **“Current Balance”** means all amounts outstanding on a Card Account, including all amounts incurred by the use of the Cards (including Supplementary Cards) but not yet charged to the Statement of Account.
- XI. **“Deposit”** means the cash deposit maintained with the Bank as security for the performance of the Cardholder's obligation under these Terms and Conditions.
- XII. **“Card Installment Plan”** shall have the meaning assigned to that term in Clause 6.
- XIII. **“Card Installment”** means the monthly installment amount due pursuant to the terms of the relevant Card Installment Plan.
- XIV. **“Card Installment Term”** means the number of months indicated, chosen, or agreed to by the Cardholder on purchase date, within which the goods/services purchased under the Card Installment Plan must be paid in full.
- XV. **“Guarantee”** means a guarantee issued by a financial institution acceptable to the Bank, in favor of the Bank and in form, substance and amount satisfactory to the Bank, as security for the performance of the Cardholder's obligations under these Terms and Conditions.
- XVI. **“Merchant”** means any natural or juridical person or other establishments supplying goods and/or services, who accept the Card as a mode of payment or reservation by the Cardholder.
- XVII. **“Minimum Amount Due”** is computed as follows:

*Statement Balance** multiplied by 5%; plus

- Membership Fee (if any);
- Past Due Amounts (if any); and
- Over limit Amounts (if any).

$$\begin{array}{l}
 \text{*Statement Balance} = \text{Total Outstanding} \\
 \text{Balance as of} \\
 \text{Statement Date} \quad + \quad \left[\begin{array}{l} \text{Membership Fee} \\ \text{+} \\ \text{Past Due Amount} \\ \text{+} \\ \text{Over limit Amount} \end{array} \right]
 \end{array}$$

- XVIII. **“Overpayment”** means payment by the Cardholder in excess of the Current Balance.
- XIX. **“Payment Due Date”** means the date specified in the Statement of Account by which date, payment of the Statement Balance or any part thereof or the Minimum Amount Due is to be paid to the Bank.
- XX. **“PIN”** means the personal identification number issued to the Cardholder to enable the Cardholder to securely use the Card through an ATM or by any manner authorized by the Cardholder.
- XXI. **“Primary Card”** means the Card issued to a Primary Cardholder.

- XXII. **“Primary Cardholder”** means a Cardholder for whom the Card Account was first opened by the Bank other than a Supplementary Cardholder.
- XXIII. **“Security”** means the Deposit and/or the Guarantee and/or the cheque submitted in accordance with Clause 5 (XIX).
- XXIV. **“Statement Balance”** means the total debit balance (inclusive of all Charges) outstanding on the Card Account payable to the Bank according to the Bank's records as of the date of the Statement of Account.
- XXV. **“Statement of Account”** means the Bank's monthly or other periodic statement sent to the Cardholder showing details of the Statement Balance.
- XXVI. **“Supplementary Card”** means the Card issued to a Supplementary Cardholder.
- XXVII. **“Supplementary Cardholder”** means a person nominated by the Primary Cardholder and approved by the Bank for a Supplementary Card.
- XXVIII. Unless the context requires otherwise:
- (a) Words denoting one gender shall include the other gender;
 - (b) Words denoting the singular shall include the plural and vice versa;
 - (c) Words importing persons shall include a sole proprietor, a partnership, a company, a corporation, or any other natural or juridical person whatsoever.

2. The Card

- I. The Cardholder shall pay membership fee, either annually or monthly, billed on the anniversary of the account issued date in such amounts as may be fixed and announced by the Bank. Renewal and/or reinstatement of the Credit Card shall be at the Bank's exclusive option. All paid membership fees are non-refundable even if the credit privileges are suspended or terminated, or if the Credit Card is surrendered by the Cardholder before the expiry date.
- II. The Card may either be:
 - (a) Picked-up from the Bank by the Cardholder or an authorized representative designated by the Cardholder, or
 - (b) Sent by post or courier to the address provided by the Cardholder to the Bank. Any loss in connection with delivery under 2 (II)
 - (c) Shall be for the account of the Cardholder.
- III. Upon receipt of the Card, the Cardholder shall sign the Card immediately and such signature and/or use of the Card will constitute conclusive evidence of the agreement of the Cardholder to be bound by these Terms and Conditions (notwithstanding any lack of notice on the part of the Bank of the Cardholder's receipt of the Card).
- IV. In the event the Cardholder does not wish to be bound by these Terms and Conditions, the Cardholder shall advise the Bank through their Customer Care Center (C3) at +632 86372273 or email c3@robinsonsbank.com.ph. Clause 12 hereof shall henceforth be operative.

- V. The Card is not transferable and shall be used exclusively by the Cardholder. The Cardholder shall not allow the Card or the PIN to be used by any other person. The Cardholder shall not use or allow any person to use the Card as security or collateral for any purpose.
- VI. The Cardholder shall at all times ensure that the Card is kept in a safe place.

3. Use of the Card

- I. The Card may be used for Card Transactions:
 - (a) within the Credit Limit, and
 - (b) until its expiry date.
- II. If the Cardholder loses or damages his Card or requires renewal or replacement of the same, or if the Cardholder wishes to be issued additional Cards, the Bank may at its discretion issue such Cards as the Cardholder may request.
- III. The Cardholder undertakes to act in good faith at all times in relation to all dealings with the Bank.
- IV. Notwithstanding any provisions in these Terms and Conditions to the contrary, the Bank shall have the sole discretion, at any time and for any cause, without notice and without obligation to disclose the reason therefor, and without liability to the Cardholder, to restrict and/or deny the Cardholder's right to use the Card or to refuse the approval of any Card Transaction.
- V. The Cardholder shall and undertakes not to exceed the Credit Limit unless prior approval is obtained by the Cardholder from the Bank. An over limit fee of PESOS: SEVEN HUNDRED FIFTY (PhP750.00) will be charged per billing cycle if the Cardholder's balance exceeds the assigned Credit Limit. Furthermore, any amount that will exceed the Credit Limit shall be paid in full. The balance may include all purchases (retail or installment), cash advances, fees and other charges.
- VI. The Cardholder and the Cardholder's Supplementary Cardholder(s), if supplementary card(s) is/are availed by the Cardholder pursuant to Clause 8 hereof, shall be liable to pay all purchases (retail or installment), cash advances and all charges, including, but not limited to, the non-refundable fees, charges and taxes required by the government, made and imposed through the use of the principal and supplementary card(s), if applicable, without necessity of proof of a signed charge slip or other documents. In case of corporate accounts, the company and its authorized representative(s) shall be jointly and severally liable for the payment of the same, without necessity of proof of a signed charge slip or other documents, whether or not the same were incurred for the company. Said obligation shall continue in case the Credit Card is renewed or reinstated by the Bank, even without the written conformity of, or notice to the Cardholder and despite the suspension or termination of the Credit Card.
- VII. The Supplementary Cardholder shall be jointly and severally liable for all the avallment, advances and charges made by the Cardholder using the Credit Card.
- VIII. The Supplementary Cardholder, or the authorized representative(s) in case of corporate accounts, shall automatically become a surety, who shall be jointly and severally liable with the

Cardholder herein and in all renewals hereof. Notwithstanding the foregoing and at the Bank's request, the Cardholder shall furnish surety(ies) acceptable to the Bank, who shall be jointly and severally liable with the Cardholder and/or the Cardholder's Supplementary for all the obligations and charges herein and in all renewals hereof, incurred through the Credit Card and the supplementary card(s). In the event the surety(ies) furnished by the Cardholder are discharged, if required, the Cardholder must furnish new surety(ies) acceptable to the Bank within thirty (30) calendar days from discharge. Failure to do so shall constitute prima facie evidence of intent to defraud on the part of Cardholder and the Cardholder's privileges shall be automatically terminated. It is agreed that the surety(ies) can be discharged by the Bank only when the Current Balance and all identified fees and charges have been fully paid.

- IX. The Cardholder, including his/her Supplementary Cardholder(s), agrees not to use the Card for the purchase of items/goods the importation into the Philippines of which is subject to the provisions of the Manual of Regulations on Foreign Exchange Transactions and all other circulars, laws, rules and regulations pertaining to importation. Likewise, the Cardholder agrees and warrants that the proceeds of any cash advance availments abroad shall not be used for foreign investments or the payment of foreign loans or in violation of any existing foreign currency exchange rules and regulations. The Cardholder further warrants that he shall not use his credit card account nor settle his credit card obligations in violation of the Republic Act No. 9160, otherwise known as the Anti-Money Laundering Act of 2001 as amended by Republic Act Nos. 9194, 10167, 10365, and 10927, and its Implementing Rules and Regulations. The Cardholder agrees to update his personal information at least once every three (3) years, or whenever there is a material change in his personal information.

- X. The Cardholder is, at all times, solely responsible for the security of his Card, especially when using the Card to purchase goods and/or services through online internet sites or portals. The Cardholder agrees that the entry of his card information on the internet is sufficient proof that instructions were given for the use of the Card and that the Bank is not required to verify the identity or the authority of the person entering the Card information. The Bank, however, 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.

4. Cash Advance

- I. Subject to the Bank's discretion and the applicable Cash Advance limit, the Cardholder may use their Card to get Cash Advances by:
 - (a) presenting the Card at any branch of the Bank or any Mastercard International member institution together with acceptable evidence of identity and signing the required transaction record, subject to the availability of facilities at such branch of the Bank or member institution; and
 - (b) using the Card at any Bank or affiliate ATM. This is subject to the applicable daily withdrawal limit of the relevant ATM.

- II. The Cardholder shall use the corresponding PIN when effecting a transaction through a Bank's or affiliate ATM. The Cardholder shall not disclose any of his PINs to any other person.

- III. All transactions done via PIN shall be considered authorized by the Cardholder and the Bank's record of the same shall be valid and binding on the Cardholder, who shall be exclusively liable for the same.
- IV. Interest shall be due on each Cash Advance from the date of the advance until date of repayment in full, including other unbilled charges. In addition to this, a fixed transaction fee equivalent to five percent (5%) of the Cash Advance or PESOS: FIVE HUNDRED (Php500.00), whichever is higher, and an Over the Counter (OTC) Fee of PESOS: FIVE HUNDRED (Php500.00) will be levied on each Cash Advance made and will be charged to the Card Account. The interest rate and the amount of the transaction fee shall be determined and may, from time to time, be modified by the Bank.
- V. The use of the Card at any gambling or similar establishment shall be deemed as Cash Advance.
- VI. All transactions done via PIN shall be considered authorized by the Cardholder and valid.

5. Payment

- I. The Cardholder agrees to pay to the Bank an annual fee at such amount as may be prescribed by the Bank.
- II. The Cardholder agrees to pay all Charges, including Charges on the Supplementary Card(s), if applicable.
- III. The Cardholder shall pay the Statement Balance not later than the Payment Due Date. If the Cardholder elects not to pay the entire Statement Balance, the Cardholder shall pay the interest as provided under Clause 5 (VI) hereof.
- IV. The Cardholder shall pay the Minimum Amount Due not later than the Payment Due Date.
- V. If the Cardholder fails to pay at least the Minimum Amount Due by the Payment Due Date, the Cardholder shall pay a late charge of PESOS: SEVEN HUNDRED FIFTY (PhP750.00). Such unpaid amount must be settled immediately. The same unpaid amount, including any charges thereon, shall be added to the next Statement of Account's Minimum Amount Due.
If the Minimum Amount Due is still not fully settled within 90 days from the Cardholder's Due Date, then:
 - (a) All Charges shall become due and demandable; and
 - (b) The Cardholder shall pay interest on the entire unpaid amount at the applicable monthly interest rate, as notified to the Cardholder from time to time. When allowed by law, if the Card Account reaches 60 days past due, the Cardholder shall pay an additional late charge of PESOS: ONE HUNDRED (PhP100.00) per month until payment is received in full.
- VI. If the Cardholder pays the Bank an amount less than the Statement Balance by the Payment Due Date or, if payment is made but after the Payment Due Date, interest will be applied to the Statement Balance until payments are credited to the Card Account and thereafter on the reduced balance. Interest or Finance Charge is computed based on the outstanding balance as of Statement Date. This amount is reflected on the Statement of Account as part of the charges.

The interest rate shall be two percent (2%) per month for the Card. However, the Bank reserves the right to vary the interest rate for certain customer segments as it sees fit. Changes in interest rate, if any, will be communicated to the Cardholder via statement message in the Statement of Account and/or other means deemed effective by the Bank.

- VII. All payments received by the Bank from the Cardholder may be applied in the following order of payment or such other order of priority as the Bank may determine, from oldest to latest:
- (a) Finance Charges;
 - (b) Cash Advance Fees;
 - (c) Installment Interest Amortization Portion;
 - (d) Annual Fees;
 - (e) Overlimit Fees;
 - (f) Late Charges;
 - (g) Insurance;
 - (h) Cash Advance;
 - (i) Retail;
 - (j) Other Debits;
 - (k) Installment Principal Amortization Portion.
- VIII. All payments to be made by the Cardholder to the Bank must be received by the Bank in full on the Payment Due Date in immediately available funds and in the currency specified by the Bank and without set-off, counterclaim, deduction, or withholding (including on account of any tax) unless deduction or withholding is required by law.
- IX. If a law requires the Cardholder to deduct or withhold any tax from a payment to the Bank, the Cardholder must increase the amount payable so that, after making the deduction or withholding, the Bank receives the amount it would have received if no deduction or withholding had been required. The Cardholder agrees to deduct the amount for the tax, pay that amount to the relevant authority in accordance with applicable law, and provide the Bank the original receipts within a reasonable period. The Cardholder shall indemnify and hold the Bank free and harmless from any and all claims, damages, and costs arising from his/her failure to remit the tax due the relevant taxing authority.
- X. All payments to be made by the Cardholder are calculated without regard to any withholding tax, goods and services tax, consumption tax, value added tax, or any tax of similar nature. If any of these types of taxes is payable in connection with the payment, the Cardholder must pay the Bank the amount equal to the payment and the amount of tax due. The Cardholder must do so at the same time as making the payment.
- XI. The Bank shall be entitled at its sole discretion to vary the rate or method of calculation of the annual fees, interest, handling charges, additional charges, the Minimum Amount Due, late payment charges, or any other charges. All payments made by the Cardholder shall be in the billing currency of the Card Account. Payment in any other currency shall not be allowed.
- XII. Card transactions in foreign currency are converted to Philippine Pesos based on VISA/Mastercard International rates on the day the item is posted on the Card Account and is further subject to the following charges:

- (a) three percent (3%) currency conversion processing fee on the converted amount; and
 - (b) Any international service assessment fees imposed by VISA/Mastercard.
- XIII. Card transactions which include, but are not limited to, purchase of foreign currency or items, money orders, traveler's cheques, or digital currencies, the transfer of funds from the credit card account to another party via wire transfer, transfers to deposit accounts, loading of some electronic purses and bills payment will be charged a five percent (5%) Quasi Cash Fee on the transaction amount.
- XIV. Card transactions made at gaming/gambling establishments, including the placement of wagers, purchase of lottery tickets, gaming chips, as well as any other values in conjunction with any gaming or gambling activity will be charged a five percent (5%) Gaming Fee on the transaction amount.
- XV. The Cardholder shall pay a handling charge of PESOS: SEVEN HUNDRED FIFTY (Php750.00) for the replacement of the Card, which shall be billed to the Card Account as soon as the request for replacement is received by the Bank.
- XVI. If in the course of a disputed Card Transaction, the Cardholder requests for the retrieval of sales slips. A sales slip retrieval fee of PESOS: FIVE HUNDRED (Php500.00) will be charged for each sales slip retrieved by the Bank in the event that the relevant Card Transaction is later determined to be valid.
- XVII. The Cardholder shall also pay such additional charges as may be prescribed by the Bank from time to time for such additional services that the Cardholder may request and that the Bank may provide, including retrieving and providing copies of sales voucher and Cash Advance slips.
- XVIII. Without prejudice to the Bank's right at any time to take the appropriate legal action, the Bank may charge fees for any returned and unpaid checks drawn by the Cardholder in full or partial payment of any amount due under the Card Account. Further, the Bank reserves the right to re-deposit the dishonored checks, such as but not limited to, checks Drawn Against Uncollected Deposit (DAUD), Drawn Against Insufficient Funds (DAIF), and/or Post-Dated Checks (PDC), within a reasonable period of time, and without need of prior consent of the Cardholder.
- XIX. The Cardholder hereby expressly agrees that it shall perform all its obligations in favor of the Bank whether arising from these Terms and Conditions or any other agreement, arrangement or facility extended by the Bank in favor of the Cardholder. In the event that the Cardholder fails to perform or shall commit a breach of, any such obligation, then the Bank may declare the whole outstanding balance on the Cardholder's Card Account to be immediately due and payable and the provisions of Clause 12 hereof shall be applicable.
- XX. Payment should be made on or before due date. If the payment due date falls on a weekend or holiday, the banking day immediately succeeding said weekday or holiday shall be considered the due date. Any payment by check deposit shall be subject to clearing and collection and shall not have the effect of payment until the check has been cleared and the proceeds paid to, and received by, the Bank. Cash payments are regarded as having been received by the Bank only upon its credit to the Card Account.

- XXI. The Bank may at any time demand that the Cardholder make a Deposit or constitute a Guarantee for the amount which the Bank may require.
- XXII. Non-receipt of a Statement of Account shall not be construed by the Cardholder to be sufficient reason for non-payment of dues in time. It is the responsibility of the Cardholder to regularly check his Statement of Account.
- XXIII. In case of refunds, the Bank will credit the Cardholder's Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from a Merchant.
- XXIV. In the event the Cardholder avails of any insurance package that the Bank may offer, the insurance premiums will be automatically billed to the Cardholder's Card Account every renewal period.

6. Card Installment Plan (CIP)

- I. The Bank, at its discretion, may allow the purchase of selected goods and services from accredited Merchants in the Philippines to be charged to the Card, together with interest and other fees paid for by the Cardholder, on installment basis (the "Card Installment Plan" or "CIP").
- II. Beneficial title to the goods purchased through CIP, including any and all replacements and accessories thereto, shall remain with the Bank until the total CIP installment price is paid in full. The Cardholder shall, in the meantime, possess and hold the same in trust for the Bank. The Cardholder shall exercise proper diligence in the use and maintenance of such goods. Further, until such payment is made, the Cardholder shall not alter, return, pledge, mortgage, sell, assign, pawn, lease or part with the possession of the goods without the prior written consent of the Bank and until and unless the Cardholder shall have paid the total CIP installment price, including all other charges incurred in connection with the CIP purchase.

7. Card Installment Payment

- I. If the Cardholder pays only the Minimum Amount Due (as stated on the Statement of Account), the unpaid portion of the CIP Installment shall be subjected further to interest at the prevailing interest 2% until full payment.
- II. The CIP Installment shall be equal to the total installment price divided by the CIP Term. For purposes of this Clause 7, "total installment price" means the selling price of the goods or services purchased through CIP, multiplied by the CIP interest rate and by the CIP Term. The CIP interest rate is determined, and is subject to change from time to time as prescribed, by the Bank. CIP Installments shall be periodically and successively billed to the Cardholder every month until the total installment price is paid in full.
- III. The unpaid balance of the purchase price, and not merely the monthly installments, of the goods and services purchased through CIP shall be included in the computation of the available Credit Limit.

- IV. Any payment of the unpaid balance of the purchase price or total installment price of CIP Installments shall be subject to the approval of the Bank and payment of an installment termination service fee of 5% of the unpaid balance.

8. Supplementary Card

- I. The Bank may in its absolute discretion issue a Supplementary Card to a person nominated by the Cardholder and approved by the Bank. The Supplementary Card shall be subject to such Terms and Conditions, which the Bank may deem necessary.
- II. The Cardholder shall cause the Supplementary Cardholder to abide by the rules set by the Bank for the use of the Supplementary Card.
- III. The use of the Supplementary Card shall be conclusive proof of notice and consent of the Cardholder. The Cardholder shall have the option to assign monthly spending limits to each supplementary card.
- IV. The Credit Limit assigned to the Primary Cardholder is inclusive of the Credit Limit of the Supplementary Cardholder. The Primary Cardholder and the Supplementary Cardholder shall not permit the total Charges incurred through their respective Cards to exceed the Credit Limit.
- V. The validity of the Supplementary Card is dependent on the validity of the Primary Card. The termination of the Supplementary Card for whatever reason shall not terminate the Primary Card or the Primary Cardholder's obligations to the Bank under these Terms and Conditions.
- VI. The undertakings, liabilities, and the obligations of the Primary Cardholder to the Bank and the Bank's rights herein shall not be affected in any way by any dispute or counterclaim the Primary Cardholder and the Supplementary Cardholder may have against each other.
- VII. The Primary Cardholder shall indemnify the Bank against any loss, damage, liability, costs and expenses, whether legal or otherwise, incurred by the Bank by reason of any legal disability or incapacity of the Supplementary Cardholder or any breach of these Terms and Conditions by the Supplementary Cardholder.
- VIII. Unless otherwise expressly stated in these Terms and Conditions, or unless it contradicts to the true intentions of the provisions herein, the term "Cardholder" used in this document shall include the Supplementary Cardholders of the Primary Cardholder.

9. e-Statement of Account

- I. A monthly Statement of Account in the form of an electronic Statement of Account (e-Statement) shall be generated and sent to the Cardholder through the email address provided by the Cardholder during card application. For this purpose, an application may not be processed unless all information (including but not limited to home, office, or an email address designated for the e-Statement service) and documents required have been duly provided. The Bank reserves the right to decline any application without disclosing the reason for the denial.

- II. Upon the Bank's approval of the Cardholder's application, all accounts listed under said Cardholder's profile in the Bank's records shall be automatically included in the e-Statement. The Cardholder shall thereafter be solely responsible for periodically accessing his e-Statement prior to designated payment due date. Failure to do so will not excuse the Cardholder from proper payment by due date and/or liability for any charges and/or penalties incurred as a result of improper or delayed payment or non-payment. A Cardholder who has not timely received an e-Statement may call the Bank's Customer Contact Center (C3) at (+632) 86372273 or email c3@robinsonsbank.com.ph for assistance.
- III. The monthly e-Statement, which the Cardholder shall receive, shall be password protected and shall indicate all relevant information. The Cardholder shall be solely responsible for the security and confidentiality of his e-Statement password.
- IV. Aside from the monthly electronic e-Statement, the Cardholder may request for a hard copy to be sent to his home or office address. A monthly Statement Service Fee of PESOS: FIVE HUNDRED (PhP500.00) shall be charged to the Cardholder for this additional service. To avail this service, the Cardholder shall call the Bank's Customer Contact Center (C3) at (+632) 86372273 or email c3@robinsonsbank.com.ph.
- V. Unless otherwise notified by the Bank, a Cardholder whose Card Account is cancelled but has an outstanding balance after cancellation will continue to receive a monthly e-Statement until the outstanding balance has been paid in full.
- VI. The Cardholder shall immediately notify the Bank of any change in the Cardholder's address (home, office, email) or other relevant information. A Cardholder who fails to receive his monthly e-Statement due to a change in any of his addresses, unavailability of server, inefficiency or breakdown in telecommunications facilities, or any cause other than willful misconduct or gross negligence of the Bank, shall remain liable for timely and proper payment on due date.
- VII. The Cardholder shall promptly review each e-Statement and report to the Bank, no later than thirty (30) calendar days from statement date, through its Customer Care Center (C3) at (+632) 86372273 or email c3@robinsonsbank.com.ph, any discrepancies, omissions, inaccuracies, or incorrect entries. The Cardholder shall hold the Bank free and harmless from any and all loss, damage or liability arising from or incidental to Cardholder's failure to immediately report any unauthorized transactions, improper entries, or other items reflected in the e-Statement.
- VIII. The Bank shall conduct an investigation of the complaint and shall promptly communicate its findings to the Cardholder. The Cardholder agrees to fully cooperate with any such investigation by providing the necessary or required data, information, and/or documents. If after investigation, the Bank finds that the transaction is valid, the Cardholder shall be liable for the payment of the disputed amount, as well as any Finance Charges incurred, and a sales slip retrieval fee of PESOS: FIVE HUNDRED (PhP500.00) for every transaction processed.

- IX. Information properly submitted by the Cardholder will be used to update his records. The Bank shall endeavor to protect, but does not warrant, the security and confidentiality of each e-Statement. The Cardholder agrees to hold the Bank, its officers and employees, free and harmless from any and all loss, damage and liability in the event of:
- (a) a breach in Cardholder's email security;
 - (b) unauthorized or improper access to Cardholder information resulting from causes not directly and exclusively attributable to the Bank, such as tapping or hacking of communication lines, errors in transmission due to faulty lines, or other forms of high-technology or electronic offences or fraud.

10. Alert Services

- I. Alert Services are the means to which the Bank communicates to the Cardholder. These include SMS, email, Social Networking Services (SNS), Chat Messaging Services (CMS), and other marketing channels and communication channels.
- II. The Cardholder agrees that the Alert Services may be made available on all Eligible Card Accounts with the Bank, whether opened now or in the future. The Cardholder understands that the Alert Services cannot be used on certain specified types of Card Accounts; however, the Bank will advise the Cardholder from time to time as such Card Accounts become eligible, in which event they shall be classified as Eligible Card Accounts.
- III. Scope of Alert Services
 - (a) The Bank shall advise the Cardholder from time to time of the transactions that will be covered by the Alert Services. The Bank may at any time delegate or sub-contract to third parties the provision of the whole or any part of the Alert Services.
 - (b) All messages/alerts relating to the Eligible Card Accounts and/or use of the Cards shall be sent only to the enrolled or registered mobile phone number of the Primary Cardholder.
 - (c) The Cardholder acknowledges that the Alert Services is provided on an "as is", "as available" basis only and that the time periods during which the Alert Services may be available are subject to change without need of prior notice.
 - (d) The Cardholder further agrees that the Bank shall be entitled at any time, at the Bank's sole discretion and without prior notice to the Cardholder, to temporarily suspend the operation of the Alert Services for updating, maintenance and upgrading purposes, or any other purpose whatsoever that the Bank deems fit, and in such event, the Bank shall not be liable for any loss, liability or damage which may be incurred as a result thereof.
 - (e) The Bank is entitled at any time and without incurring any liability, to add to, vary, alter, suspend, or remove any part of or all of the Alert Services, or any function or feature of the Alert Services. In any of these events, the Bank will endeavor to give the Cardholder sufficient notice reasonable under the circumstances.
 - (f) The Bank does not make any representations or warranties whatsoever relating to, among others, the accuracy, reliability, completeness, promptness, or timeliness of any information provided through the Alert Services and the Cardholder shall not rely on the Alert Services for information in order to make any decision concerning or relating to the Cardholder's use of any Eligible Cards. The Cardholder shall continue to be solely responsible for checking the contents of all Statements of Account received by him and shall report to the Bank no less than thirty (30) calendar days from statement date, through its Customer Care Center (C3)

at (+632) 86372273 or email c3@robinsonsbank.com.ph, any discrepancies, omissions, inaccuracies, or incorrect entries. The Alert Services shall not be considered as a determinant of the validity of a card transaction.

IV. Security & Access Procedures

- (a) The Cardholder acknowledges that messages/alerts received by him via the Alert Services may contain confidential information relating to his Eligible Card Accounts and in the event that the Cardholder loses, replaces, or parts with the possession or control of, his mobile phone or digital device, such confidential information may be seen, retrieved or accessed by others. The Cardholder agrees to take reasonable precautions and to exercise due care in ensuring that each message/alert received by him via the Alert Services is kept private and/or deleted from his mobile phone or digital device immediately after having read it.
- (b) The Cardholder further agrees to observe the following security procedures in line with the use of the Alert Services:
 - (i) Ensure that the Cardholder does not let other people use the mobile phone or digital device that is registered for the Alert Service;
 - (ii) Report lost or stolen mobile phones or digital device immediately;
 - (iii) Immediately notify the Bank of any change in the Cardholder's mobile phone number and/or email address to which the alerts are sent;
 - (iv) Be vigilant when using the Alert Services; beware of "shoulder surfers" when reading messages/alerts sent by the Bank through the Alert Services;
 - (v) Keep records of transactions and SMS and Email messages for use as ready reference.
- (c) The Cardholder agrees not to hold the Bank responsible for any damage suffered by him in case of the Cardholder's failure to follow the procedures outlined in Clause 10 (III) hereof.

V. Liability & Indemnity

The Bank shall not be liable to the Cardholder for any loss or damage, including any direct, indirect, consequential or special loss, even if it has been advised of the same, arising from:

- (a) Any machine, system, or communications breakdown, errors in transmission due to faulty lines, interruption, malfunction or failure, industrial dispute, failure or fault of any Internet service providers, telecommunications or SMS and Email service providers or operators, or any of their respective agents and subcontractors, or other circumstances beyond the Bank's control, which leads to the Alert Services being either totally or partially unavailable or delayed;
- (b) The Cardholder relying on or using any financial or product information provided as part, or by means, of the Alert Services;
- (c) Any misuse of the Cardholder's mobile phone or digital device or the Alert Services by the Cardholder or anyone else;
- (d) Any access to information about the Cardholder's Card Accounts, which is obtained by a third party as a result of the Cardholder using the Alert Services (except where the access is obtained as a result of the Bank's gross negligence or willful default);

- (e) Any delay or failure to send, transmit, receive, confirm or acknowledge any email, SMS, SNS, CMS messages, security codes or anything available under the Alert Services, or any error, inaccuracy, or incompleteness of any information or data available under the Alert Services; or
- (f) Other causes not directly and exclusively attributable to the Bank.

VI. Charges

The Bank shall be entitled to impose separate fees and charges for the Alert Services, which may be varied from time to time with prior notice to the Cardholder. The Cardholder shall be solely responsible for all the fees and charges howsoever called as may be imposed by the provider of the corresponding Alert Services, including, but not limited to, any fees or charges incurred for receipt of the Alert Service, data or any other services arising from the Cardholder's subscription of the corresponding Alert Services.

VII. Termination

The Bank shall terminate the Alert Services by notice and with immediate effect in any of the following events:

- (a) The Cardholder's breach of any provision of these Terms and Conditions;
- (b) Any or all of the Cardholders Eligible Card Accounts with the Bank are past due, terminated, or closed;
- (c) Compliance with legal or regulatory requirement/s; or
- (d) Any other reason identified by the Bank.

11. Loss of Card and PIN

- I. The Bank shall issue to the Primary Cardholder a PIN, including the PIN of any Supplementary Card duly issued to the Cardholder for use at any Bank or affiliate ATM. The Primary Cardholder agrees that the PINs may be sent by post or courier at the Cardholder's risk.
- II. The Cardholder shall be fully liable for all Card Transactions effected via the corresponding PIN as such Card Transactions are deemed effected by or in behalf of the Cardholder.
- III. The Cardholder shall use all reasonable precautions to prevent the loss or theft of the Card and shall not disclose any PIN to any person.
- IV. In the event that the Card is lost or stolen or any PIN is disclosed to any other person, the Cardholder shall immediately notify the Bank of the loss, theft, or disclosure together with particulars thereof. The Cardholder shall also notify the Police or equivalent authority of the country or jurisdiction where such loss or theft or disclosure occurred. Any transactions incurred prior to proper report of the loss, theft, or disclosure shall be considered valid and for the Cardholder's account.
- V. The Cardholder shall remain fully liable to the Bank for any and all debits to the Card Account arising from any Card Transactions, Cash Advances, or ATM transactions effected through the use of the Card by any person whether the same be with or without the knowledge of or authority from the Cardholder.

- VI. The Bank may at its absolute discretion issue a replacement for any lost or stolen Card, subject to a card replacement fee of PESOS: SEVEN HUNDRED FIFTY (PhP750.00) for each Card replaced, or a new PIN for the relevant Card, all on such terms and conditions as the Bank may deem fit. (VII) In the event that the lost or stolen Card is recovered by the Cardholder, he shall immediately destroy or mutilate the Card.

12. Termination

- I. The Bank may at any time terminate these Terms and Conditions, recall any Card and terminate its use without prior notice to the Cardholder. Upon such recall, the Cardholder shall immediately destroy or mutilate the card and make full payment of all Charges and liabilities to the Bank.
- II. Notwithstanding the provisions of Clause 5 hereof, the Current Balance shall be due and payable immediately upon demand by the Bank.
- III. The Cardholder may at any time notify the Bank of his intention to close the Card Account and terminate the use of all Cards. The Card Account shall be deemed closed only after full payment of all charges and liabilities under the Card Account.
- IV. The termination of the Supplementary Card shall not affect the liability of the Cardholder, who shall continue to be liable to the Bank for all Charges and other liabilities for the use of the Supplementary Card prior to its termination.
- V. The use of the Card shall be terminated by the Bank without notice upon the death, bankruptcy or insolvency of the Cardholder or when the whereabouts of the Cardholder becomes unknown to the Bank due to any cause not attributable to the Bank.
- VI. In case of death of the Cardholder, the Cardholder's estate shall be responsible for settling outstanding balances on the Card Account and shall keep the Bank indemnified of all costs, including all legal fees, charges, and expenses incurred in recovering such outstanding balances.
- VII. The Bank shall not be liable to refund the annual membership fee or any part thereof in the event of the termination of the Card Account.
- VIII. The Bank reserves the right to retain any Security held by it for a period of at least forty-five (45) days following the cancellation or return of the Card to the Bank whether the cancellation is initiated by the Cardholder or the Bank or following the termination of these Terms and Conditions.

13. Exclusion from Liability

The Bank shall be under no liability to the Cardholder in respect to any loss or damage arising directly or indirectly from:

- I. Any loss or damage howsoever incurred or suffered by the Cardholder by reason of the Bank or a Merchant or other financial institution or any ATM or other party refusing to allow a Card Transaction or refusing to accept the Card or the PIN or refusing to provide Cash Advance up to the Credit Limit or at all;
- II. Refusal of any Merchant or member institution of Mastercard International to honor or accept the Card;
- III. Any defect or deficiency in the goods or services supplied to the Cardholder by any Merchant or, where applicable, for any breach or non-performance by a Merchant of a Card Transaction;
- IV. The malfunction of any ATM or disruption of communication systems;
- V. The exercise by the Bank of its right to demand and procure the surrender of the Card prior to its expiry date, whether such demand and surrender are made and/or procured by the Bank or by any other person or ATM;
- VI. The exercise by the Bank of its right to terminate any Card or the Card Account pursuant to Clause 12;
- VII. Any injury to the credit character and reputation of the Cardholder arising from the repossession of the Card, any request for the return of the Card, or the refusal of any person to honor or accept the Card;
- VIII. Any misstatement, misrepresentation, error, or omission in any details disclosed by the Bank pursuant to Clause 14;
- IX. Any dispute between the Cardholder and any Merchant or financial institution or any other person. The Cardholder's liability to the Bank shall not in any way be affected by such dispute or any counterclaim or right of set-off which the Cardholder may have against such Merchant or financial institution or person;
- X. Any loss or damage that may be incurred or suffered by the Cardholder due to the acts or omissions of service providers engaged by the Bank.

14. Disclosure of Information

- I. The Cardholder, solely for the purposes of processing his/her personal data under these terms and conditions and in accordance with the Privacy Consent and Notice (PCN) consents and authorizes each member of the Robinsons Bank, its officers, employees, agents, and advisers to disclose information relating to the Cardholder (including details of Cardholder's citizenship, residence, employment, tax status, accounts, products, or any security) to the Bank's head office and any other member of the Bank in any jurisdiction ("Permitted Parties"); professional advisers, insurer or insurance broker, service providers or independent contractors to, or agents of, the Permitted Parties, such as debt collection agencies, data processing firms and correspondents, who are under a duty of confidentiality to the Permitted Parties; any actual or potential participant or sub-participant in relation to any of the Bank's obligations under any

banking agreement between the Bank and the Cardholder, or assignee, novatee or transferee (or any officer, employee, agent, or adviser of any of them); any credit bureau or credit reference agency (including the Bankers Association of the Philippines, Credit Bureau, and its participating banks and institutions), rating agency, business alliance partner of, or direct or indirect provider of credit protection to, any Permitted Parties; any financial institution with which the Cardholder has or may have dealings for the purpose of conducting credit checks (including in the form of bank references); any court, tribunal or authority (including an authority investigating an offence) with jurisdiction over any of the Permitted Parties; any regulator or tax authority where necessary to establish any tax liabilities in any jurisdiction pursuant to orders, agreements with domestic or overseas regulators or authorities, or otherwise; a merchant or a member of a card association where the disclosure is in connection with use of a card; any authorized person or any security provider; and anyone the Bank considers necessary in order to provide the Cardholder with services in connection with an account, (in each of the foregoing instances) whether they are located in or outside the Philippines.

- II. The cardholder acknowledges and authorizes the regular submission and disclosure of basic credit data as defined under Republic Act 9510, otherwise known as the Credit Information System Act, and its Implementing Rules & Regulations to the Credit Information Corporation (CIC) as well as any updates or corrections thereof; and the sharing of basic credit data with other institutions and credit agencies duly authorized by the CIC.
- III. The Cardholder hereby agrees, during the validity the credit card, to submit to the Bank a copy of the latest Income Tax Return (ITR) that was filed to the Bureau of Internal Revenue (BIR) for gross annual income of Three Million Pesos and above. The Cardholder fully understands that falsifying any information in this document or any supporting document furnished the Bank is sufficient ground for the cancellation of the credit card without prior notice.
- IV. The Bank shall have the right to check the credit standing of the Cardholder at any time the Bank deems fit without notice or consent of the Cardholder.
- V. Subject to Clause 14 (I) above, the Bank will safeguard according to strict standards of security and confidentiality, any information that our Cardholder will share with the Bank. The Bank may, however, share appropriate information about the Cardholder to reputable companies whose products and services may interest the Cardholder, unless the Cardholder indicates his preference to be excluded from such disclosure in the manner reasonably prescribed by the Bank from time to time.
- VI. The Cardholder agrees that any and all telephone communications between the Cardholder and the Bank or Bank's service provider may be recorded at the option of the Bank or such service provider. The Cardholder further acknowledges and agrees that such recordings may thereafter be used by the Bank or any third party for any lawful purpose, including use of the same as evidence in any judicial, administrative, or other proceeding. This shall not be construed as imposing an obligation on the part of the Bank to provide the Cardholder with any transcript or recording.
- VII. On occasion, the Bank may inform the Cardholder about its promotional offers through SMS, email, Social Networking Services (SNS), Chat Messaging Services (CMS), and other marketing

channels and communication channels. The Bank 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 Cardholder through SMS, email, Social Networking Services (SNS), Chat Messaging Services (CMS), and other marketing channels and communication channels. For this purpose, the Bank may transfer and disclose selected customer information to its branches, subsidiaries, affiliates, agents and representatives and third parties selected by any of them, including other financial institutions, entities tasked to provide consumer credit reporting or reference schemes, the appropriate government agencies and third parties with whom the Bank may reasonably share such information. Conformity to these Terms & Conditions shall constitute the Cardholder's written consent for any transfer and disclosure of information of the Cardholder's name, address, contact details, and other relevant information to the Bank'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.

- VIII. The Cardholder acknowledges and accepts that: (a) the Bank may use, collect and process technical data and related information that identifies the Cardholder's mobile device, including but not limited to the Cardholder's mobile unique device ID, operating system, application software, and peripheral hardware; (b) the Bank may collect, use and process the Cardholder's personal data/information in relation to services and facilities of the Credit Card application; (c) there is disclosure of Cardholder's personal, sensitive personal, and financial information (hereafter, the "Disclosed Information") to the Bank's Affiliates or Participants or such other third party or their sub-processors exclusively for the purpose of providing and facilitating the services under the Credit Card application in accordance with these terms and conditions and the Privacy Consent and Notice (PCN). Such disclosure and use of information may be necessary or inevitable for the purposes of giving effect to any Electronic Instruction from the Cardholder and/or facilitate or enable the Cardholder's use of the Credit Card. Failure to allow such disclosure, access to or use of the Cardholder's Information may result in the Bank's inability to offer or continue to offer the Credit Card application to the Cardholder.
- IX. In the event the Cardholder provides personal, sensitive personal and financial information, relating to third parties, the Cardholder: (a) confirms that he/she has obtained his/her consent or are otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with its transaction with the Bank; (b) agrees to ensure that the personal, sensitive personal and financial information of the said third parties is accurate; and (c) agrees to update us in writing in the event or any material change to the said personal, sensitive personal and financial information.
- X. The Bank's authority to collect, use or disclose the Disclosed Information as set out in Clause 14(VIII) above shall survive the termination of the services covered under this Terms and Conditions insofar as such continued collection, use or disclosure of the Disclosed Information remains necessary to fulfill any and all legal obligations the Bank or Cardholder may have relative to the prior provision of services to the latter, to fulfill any legitimate interests of the Bank, to comply with existing laws and regulations, the protection of the Bank's lawful rights and interests in legal proceedings and/or in the establishment, exercise or defense of the Bank's legal claims. Our rights and abilities in in Clause 14(VIII) above shall be in addition to and without prejudice to our other rights of disclosure pursuant to the Terms and Conditions, Privacy

Consent and Notice (PCN), and Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012.

- XI. The Cardholder agrees that he/she has full and sole responsibility over the truthfulness and accuracy of the personal data it will provide the Bank in relation to herein services. Neither the Bank nor any of its personnel shall be liable for any loss or damage suffered by the Cardholder or any user as a result of any disclosure of any information which the Cardholder has consented the Bank to collect, use or disclose for the purposes provided in this Clause or where such collection, use or disclosure is allowed under the applicable laws in the Philippines.

15. Indemnity

The Cardholder undertakes and agrees to indemnify the Bank against any loss, damage, liability, costs and expenses, whether legal or otherwise, which the Bank may incur by reason of these Terms and Conditions or any breach hereof or the enforcement of the Bank's rights as herein provided. All costs and expenses in such regard may be debited from the Card Account and shall be payable by the Cardholder to the Bank.

16. Right to Set-off or Disburse

- I. In addition to any general right to set-off or other rights conferred by law to the Bank, the Cardholder agrees that the Bank may in its absolute discretion at any time and without notice:
 - (a) combine and consolidate all or any accounts held, either individually or jointly, by the Cardholder with the Bank of whatever description and wherever located and whether in Philippine Pesos or in any other currency, and/or;
 - (b) withhold, set-off transfer, and/or disburse any sum outstanding to the credit of any such accounts, including a joint account with a Supplementary Cardholder in or towards discharge of all sums due to the Bank under, or otherwise required (by applicable local or foreign law, regulations, agreements with domestic or overseas regulators or authorities and directives) to be paid out by the Bank relative to any accounts of the Cardholder with the Bank of whatever description or wherever located and whether in Philippine Pesos or any other currency, and the Cardholder hereby authorizes the Bank to set-off any such consolidation, combination, set-off, or transfer. Where the accounts are in another currency, the Bank shall be authorized to use such prevailing exchange rates as it may determine in its absolute discretion.
- II. For any reason that the Bank deems fit, the Bank shall have the right to keep (for such period as it may deem prudent) such monies received, recovered, or realized hereunder or under any Security to the credit of the Cardholder without any immediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the sums due and owing to either the Bank or any other entity or authority.

17. Delinquency

In the event the Cardholder fails to timely and/or properly pay the Minimum Amount Due on the Payment Due Date, then (without prejudice and in addition to the other provisions of these Terms and Conditions):

- I. The Card Account will be considered delinquent and subject to all applicable penalties, fees, and charges;
- II. The Bank is authorized to report and/or include the Cardholder and his relevant or adverse information to any credit bureau or similar institution/organization;
- III. The right to use the Card shall be revoked and the Cardholder shall be liable to pay late charge/s and other penalties, as may be applicable; and
- IV. The Bank may, without need of prior notice, consider the Cardholder to have defaulted on any and all other outstanding obligations (such as but not limited to other credit card accounts, personal loans and other credit accommodations) to the Bank, resulting in the full amount of the same becoming due and immediately demandable, as well as being subject to the penalties, fees, and charges applicable to the corresponding obligation.

18. Notices

- I. The Cardholder shall promptly notify the Bank in writing of:
 - (a) any changes in his employment or business;
 - (b) any changes in his office or residential address; or
 - (c) any other change in the information previously provided to the Bank; and
 - (d) any intention of the Cardholder to be away from the Philippines for more than one month.
- II. If the Cardholder intends to be away from the Philippines for more than one month, the Cardholder shall settle the Card Account at least seven (7) days prior his to departure.
- III. If the Cardholder decides to leave the Philippines permanently to take up residence elsewhere, the Cardholder shall request for cancellation through the Bank's Customer Contact Center (C3) at (+632) 86372273 or email c3@robinsonsbank.com.ph. Clause 12 hereof shall henceforth be operative.
- IV. Instructions from the Cardholder shall be given in writing. The Bank, however, may in its discretion consider instructions, requests, and other correspondences and documents given (or purportedly given) by the Cardholder to the Bank through telephone, facsimile communications, or through its electronic banking service, which includes but is not limited to internet banking, Bank mobile app, SMS, etc. (as applicable) valid, fully authorized by and binding on the Cardholder and the Bank shall be entitled (but not bound) to take such steps in connection with or in reliance upon such communication as the Bank may in good faith consider appropriate.
The Cardholder:
 - (a) shall be responsible for ensuring the accuracy and completeness of all instructions;
 - (b) acknowledges that all instructions given (and the Bank's records of those instructions) in electronic form are electronic documents or electronic data messages and the Cardholder

- agrees not to challenge their validity, admissibility, or enforceability on the basis that they are in electronic form;
- (c) shall not hold the Bank responsible for any loss the Cardholder may incur as a result of giving instructions via telephone, facsimile, or email, and further undertakes to indemnify and keep the Bank indemnified in full against all or any loss, claims, demands, costs, damages, and all other liabilities the Bank may incur as a result of accepting and acting on such instructions.
- V. The Cardholder shall be automatically enrolled in the services provided by the Bank. However, the Bank reserves the right to require enrollment in such services as it may deem fit. The Cardholder may also send requests and instructions through short messaging system (SMS), electronic mail (e-mail), Interactive Voice Response System (IVRS), or other electronic means using such procedures that the Bank may prescribe from time to time. The Cardholder shall hold the Bank free and harmless from any claim in connection with any such requests and instructions.
- VI. The Cards, the PIN, all Statements of Account, any demands or any other communications contemplated under these Terms and Conditions may be delivered personally, or sent by ordinary post, or via electronic means to the last known billing or other address of the Cardholder and such communications shall be deemed to have been received by the Cardholder on the day of delivery if delivered by hand, or on the next business day after posting, if sent by post or courier, or electronic means.
- VII. All communication under these Terms and Conditions sent to the Primary Cardholder or the Supplementary Cardholder shall be deemed to be sent to both.

19. Overpayment

- I. The Cardholder may request the Bank in writing for a refund of any valid or Bank validated Overpayment as reflected in the Statement of Account, subject to a refund fee of PESOS: FIVE HUNDRED (PhP500.00).
- II. If a Card Account is closed or cancelled and an Overpayment remains unclaimed for more than one (1) month after the date of closure or cancellation, the Bank will charge a maintenance cost of PESOS: FIFTY (PhP50.00) per month against the Card Account, provided that the aggregate amount of maintenance cost shall not be more than the amount of Overpayment.
- III. The amount of refund will be equivalent to Overpayment net of all related Charges.
- IV. Overpayments shall not earn interest.

20. General Provisions

- I. If the Cardholder shall fail to pay any sum due to the Bank under these Terms and Conditions, the Bank may endorse the Cardholder's Card Account to any of the Bank's accredited collection agencies for collection. Should the account be referred to an agency/agent for collections, the

Bank shall inform the Cardholder in writing prior to the actual endorsement the name(s) and contact details of the collection agencies/agents to whom the account(s) is/are endorsed.

- II. The Bank shall be entitled at any time without the conformity of the Cardholder to assign the whole or any part of its rights or obligations herein.
- III. The Cardholder undertakes to sign such further document as may be requested by the Bank from time to time.
- IV. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by the law.
- V. These Terms and Conditions are binding upon the Cardholder and he shall not assign his obligations herein to any person.
- VI. Each of these Terms and Conditions shall be separable and distinct from one another and if at any time any one or more of such Terms and Conditions is or becomes invalid, illegal or unenforceable, the validity, legality or the enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- VII. In connection with the special discounts/offers made by respective Merchants, the Bank does not hold out any warranty or make any representation on the availability, delivery, quality, design, specifications, or otherwise set out in respect of these offers.

21. Variation of Terms

- I. The Bank may from time to time change these Terms and Conditions. Subject to the requirements of law, notice of any change will be provided to the Cardholder through the Statements of Account, publication, or such other reasonable means as may be determined by the Bank. Such changes shall be effective on the date specified by the Bank and shall apply to all unpaid interest, fees, Cash Advances, costs, and Card Transactions.
- II. Retention or use of the Card after the effective date of any such change shall be deemed to constitute acceptance by the Cardholder of the changes without reservation. If the Cardholder does not accept the change, the Cardholder must terminate the use of the Card by cutting it in half and giving prior written notice to the Bank prior to the effective date of the change. Clause 12 shall henceforth be operative.
- III. The Bank may from time to time undertake marketing and sales promotions for which separate terms and conditions or promotional mechanics shall be developed and which shall be in effect during the period specified by the Bank. It is understood that such terms and conditions are supplementary to these Terms and Conditions.

22. Governing Law, Attorney's Fees, and Venue

- I. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of the Philippines. The Cardholder agrees that any legal action, suit, or proceeding arising out of or in connection with these Terms and Conditions and the use of the Card shall be filed with the proper courts of Quezon City to the exclusion of all other courts. This Clause is for the benefit of the Bank only and the Bank shall not be prevented from instituting such legal action, suit, or proceeding in any other courts having jurisdiction over the same.
- II. The Cardholder shall indemnify the Bank against all fees and expenses, including but not limited to collection agency fees, attorney's fees, costs of suit and litigation, incurred by the Bank in connection with the enforcement of its rights under these Terms and Conditions.