

ASIA UNITED BANK (AUB) CREDIT CARDS TERMS AND CONDITIONS

DEFINITIONS: The following definitions shall apply to the terms used herein:

“**AUB**” – ASIA UNITED BANK, Credit Card Issuer

“**CARD**” – Credit Cards issued by ASIA UNITED BANK (AUB)

“**CARDHOLDER**” – The person to whom or for whose use a CARD is issued by AUB; the term shall likewise include the person to whom a supplementary credit card is issued upon the request of the principal CARDHOLDER. The provision on “Supplementary Cards” shall indicate the specific card type entitled to supplementary cards.

“**TERMS AND CONDITIONS**” or “**AGREEMENT**” – These terms and conditions shall also be referred to as the “AGREEMENT” and shall include the CARDHOLDER’s application, the CARD, the Statement of Credit Card Fees and Charges, and the terms and conditions governing the following: AUB Credit Cards Online Banking, AUB e-mail statements and SMS Alerts Service, Rewards Program, Installment Program, among others, any and all amendments thereto, including the sales slip and/or other programs, forms and documents evidencing charges to the CARD, and such other rules, regulations, terms and conditions as AUB shall issue from time to time.

1. THE CARD AND THE USE OF THE CARD

The CARD. The CARD shall remain the property of AUB. AUB may, at its sole discretion, suspend, block, terminate or cancel the CARD privileges at any time for any reason, with or without prior notice to the CARDHOLDER. In these cases, the CARDHOLDER agrees to surrender his/her CARD upon demand to any authorized AUB representative. Moreover, all purchases, and charges become immediately due and demandable without need of notice or demand. The CARD shall be non-transferable and shall be properly signed and presented by the CARDHOLDER to any merchant. The CARD shall be used for personal purposes only.

1.1. CARD APPLICATION. The request for the issuance of CARDS may be done through various official channels of AUB, such as but not limited to regular application form, online application through AUB website, and through the AUB Customer Service Hotline. The CARDHOLDER agrees that as long as the CARD is active and unless AUB has confirmed on the receipt of a valid request to cancel or terminate the same, the CARDHOLDER shall be responsible for all transactions processed by means of the CARD and CARDHOLDER’s account shall continue to incur fees even if the CARD has not been used.

1.2. CARD DELIVERY. The CARDHOLDER authorizes AUB or its official courier to deliver the CARD to the CARDHOLDER, or in his/her absence, to any member of the CARDHOLDER’s residence, to his/her workplace authorized representative or third party representative as allowed by AUB under its existing delivery policy. The CARDHOLDER agrees to hold AUB free and harmless from any claim, loss or liability whatsoever arising from the delivery of the CARD to authorized representatives.

1.3. RESPONSIBILITY OF THE CARDHOLDER. The CARDHOLDER shall be liable to AUB for the amounts charged to the CARD, including the interest and all non-refundable fees and other charges, whether made in the Philippines or abroad. Any record of any amounts charged to the CARD stored in any medium, including sales slips, transaction audit trails, recorded confirmation, transaction journal, merchant

settlement report, ATM receipts, debit tickets, electronic data, and any records obtained from any credit card association or any other party, system, database or network shall be conclusive and binding on the CARDHOLDER for all purposes whatsoever save for manifest error made known in writing to the BANK not later than thirty (30) days from Statement date in the AUB Electronic Statement of Account (e-Statements) or other similar statements. The CARDHOLDER acknowledges that in case of a dispute, the above records and the corresponding statements of account are valid proofs of all transactions/charges to the CARD.

AUB may change the credit card number and/or expiry date when issuing a replacement card to the CARDHOLDER. The CARDHOLDER is solely responsible for communicating this change to any party with whom the CARDHOLDER may have payment arrangements. AUB shall not be responsible for any consequences arising from declined transactions, whether submitted under the old card number or otherwise.

The CARDHOLDER shall safely keep the CARD and not use the CARD after its expiry date or upon its cancellation or suspension nor permit anyone to use the CARD for any reason whatsoever.

The CARDHOLDER shall also be liable to pay for goods and services which he/she has availed under the AUB Installment Program. The AUB Installment Program allows the Cardholders to pay for goods and services on installment basis with accredited merchants for a specified term according to the Terms and Conditions of the said AUB Installment Program. Request for acceleration of charging the total remaining unbilled balance on the Installment program may be accommodated, subject to an applicable fee for every Installment Plan transaction pre-terminated.

1.4. CREDIT LIMIT. AUB has the sole discretion to determine the amount of credit limit, including any subsequent request for increase or decrease in credit limit, expressed in Philippine Peso. AUB reserves the right to withhold information regarding the disapproval of request for increase of credit limit. The credit limit shall be shared between and strictly observed by the Principal and Supplementary CARDHOLDER/s. The maximum allowable outstanding balance must not exceed the credit limit at any time. Any outstanding balance that exceeds the credit limit shall become immediately due and demandable without further notice or demand. AUB may increase or reduce the credit limit at any time with notice to the CARDHOLDER and for whatever reason, including but not limited to any reasonable ground for AUB to believe that the prospect of payment of the CARD obligation is or shall be impaired as shown by the default in any of CARDHOLDER's obligations to any third party/ies or such other circumstances and conditions which materially and adversely affect the CARDHOLDER's financial standing or ability to perform obligations under these Terms and Conditions. Payments do not automatically adjust available credit limit as: (a) the posting of payments may occur, following receipt of the payment, one (1) banking day for cash payments made over-the-counter at AUB branches, two - three (2-3) banking days for other AUB card payment centers and three (3) banking days for local clearing check payments, or; (b) there may be transactions posted after the last statement date.

1.4.1. OVERPAYMENT. As a general rule, overpayment is not allowed. Overpayments made by the CARDHOLDER shall not earn any interest and it shall be applied to payment of the succeeding Total Outstanding Balance (TOB) or Minimum Amount Due (MAD) or to the CARDHOLDER's succeeding credit card usage or charges. In no case shall any such overpayment add to the CARDHOLDER's credit limit.. In case of terminated or cancelled CARD, any overpayment made by the CARDHOLDER which is unclaimed for more than

thirty (30) days from the date of termination or cancellation shall be charged a monthly Account Maintenance Fee of Php50 or an amount equivalent to the overpayment, whichever is lower. It shall continue to be charged on the account until the CARD is zeroed out. However, after 180 days has lapsed, any unclaimed overpayment of the CARDHOLDER whose account is already cancelled shall be forfeited in favor of AUB.

1.5. EXPIRATION, RENEWAL AND REINSTATEMENT. Unless earlier terminated by AUB, voluntarily cancelled or returned by the CARDHOLDER, the CARD shall be valid from the day of issuance or renewal and expires on the last day of the month indicated on the face of the CARD. Renewal of the CARD shall be at the option of AUB. AUB shall likewise have the option of reinstating CARDHOLDER's privileges which have been terminated for any reason whatsoever.

1.6. SUPPLEMENTARY CARDS. An AUB Classic, Gold, and Platinum CARDHOLDER may request for issuance of Supplementary CARD/s through various channels, such as but not limited to regular application form, online application through the AUB website, and through the AUB Customer Service Hotline. The issuance of the Supplementary CARD/s is subject to AUB's credit policies and guidelines, and Bangko Sentral ng Pilipinas (BSP) mandated requirements. The use of Supplementary CARD/s shall be governed by this Agreement. Any reference to the CARD issued to Principal CARDHOLDER shall also apply to Supplementary CARD/s. CARDHOLDER shall share a credit limit with Supplementary unless otherwise specified. Principal CARDHOLDER can assign a certain credit limit or spend limit for the Supplementary. The Credit Limit assigned to CARDHOLDER is inclusive of the Credit Limit of the Supplementary Cardholder. Should the outstanding balance exceed the approved credit limit at any given time, AUB reserves the right to decline any transaction and/or suspend the credit card privileges of the Cardholder and his Supplementary. The CARDHOLDER and his/her Supplementary shall be jointly and severally liable for all purchases made, including interest and charges incurred, through the use of the SUPPLEMENTARY, as well as for any breach by the SUPPLEMENTARY of these terms and conditions. The validity of the supplementary CARD is dependent on the validity of the Principal CARD. The termination of the Supplementary CARD for whatever reason shall not terminate the Principal CARD or the Principal CARDHOLDER's obligations to the Bank under these Terms and Conditions. Should the CARDHOLDER request to cancel any Supplementary CARD, the CARDHOLDER agrees to pay for all outstanding obligations under the Supplementary CARD, including all charges, and non-refundable fees, even after the request for cancellation.

1.7. LOSS OF CARD. In case of loss or theft of the CARD, CARDHOLDER should immediately report such fact to AUB by calling the AUB Customer Service at (+632) 8-282-8888, or domestic toll free at 1-800-10-282-8888; or if abroad, by calling IAC+800-1-282-8000 or its toll free numbers in selected countries listed in the AUB Cards Website. Prior to the receipt of such report, the CARDHOLDER expressly agrees to be held liable to AUB and to pay for any and all transactions, purchases and charges made or incurred from the use of the lost or stolen CARD unless the signature of the CARDHOLDER is shown to be forged. Any unauthorized charges against lost/ stolen card prior to the receipt of such report shall be for the exclusive account of the CARDHOLDER. A reasonable fee shall be charged to the CARDHOLDER to cover the replacement cost of a lost or stolen Card. Should the CARDHOLDER fail to report to AUB the loss of the CARD and to provide the required information as to the place, date, and last purchase made, AUB or its affiliated merchants shall be rendered free and harmless from any and all liabilities arising out of the Card's loss or theft.

1.8. ACCREDITED ESTABLISHMENTS. AUB has contracted with establishments to honor the CARD for purchases of goods and services. Likewise, AUB has entered into an agreement with Mastercard where the CARD issued bearing the Mastercard label shall be honored at all Mastercard accredited establishments worldwide. However, AUB shall not be responsible/liable to the CARDHOLDER, if, for any reason(s), the CARD is not honored by the accredited establishments or Mastercard. The CARDHOLDER agrees to hold AUB, its directors, officers, employees and representatives free and harmless from any and all claims for damages resulting from the failure of any accredited establishment or Mastercard to honor the CARD. The CARDHOLDER's liability to AUB is absolute. The existence of any claim or dispute between the CARDHOLDER and any accredited establishment shall not affect the CARDHOLDER's obligation to pay the purchases, and avancements together with all interests, penalties, fees and other charges incurred thereon, if any, arising from the CARDHOLDER's use of the CARD (the "Total Amount Due"). In cases of return of goods, tickets and services obtained through the use of the CARD where the merchant permits such return, the CARDHOLDER agrees that (i) the refund shall not be in cash; and (ii) AUB shall credit the CARDHOLDER's account for the refund.

1.9. INTERNET TRANSACTIONS. The CARDHOLDER is solely responsible for the security of his/her CARD at all times, especially in connection with the use of the CARD to purchase goods and/or services through online internet sites or portals. The CARDHOLDER agrees that the entry of his/her CARD information on the internet is sufficient proof that instructions were given for the use of the CARD, and that AUB is not required to verify the identity or the authority of the person entering the CARD information. However, AUB 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.

The CARDHOLDER acknowledges that the use of the One-Time Password (OTP) is an additional security feature to authenticate online CARD transactions, triggered from a merchant that is 3D Secure-enabled. The CARDHOLDER further acknowledges that the OTP is strictly confidential and agrees not to disclose said OTP or his/her Contact Details and Credit card Information to any person. In this case, AUB is not liable or responsible for any loss or damage incurred by the Cardholder resulting from his/her disclosure of the OTP or any Contact Details and Cardholder Information. The Cardholder agrees to hold AUB free and harmless from any liability, claim, cost and suit in connection with the administration and implementation of the OTP authentication process.

2. ELECTRONIC STATEMENT OF ACCOUNT (e-STATEMENTS). In lieu of a printed statement, AUB shall provide Electronic Statements (e-Statements) which consist of the following: Email Statement of Account (eSOA), SMS SOA Summary, and

Online Banking. AUB shall send the eSOA via the CARDHOLDER's registered/recorded email address. It shall also send an SMS SOA Summary via the CARDHOLDER's registered/recorded mobile number. The Cardholder may also view his/her current and historical SOAs through the Credit Card Online Banking (found in the AUB Credit Cards website) which may be accessed upon successful registration.

The CARDHOLDER shall maintain an active email address and mobile number to regularly receive his/her Email Statement and SMS SOA Summary and access the Credit Cards Online Banking.

The e-Statements shall be conclusively presumed to have been received by the CARDHOLDER within three (3) banking days after the statement cut-off date without need of further notice from AUB. On the other hand, the CARDHOLDER shall immediately notify AUB through telephone or in writing of his/her failure to receive his/her Email SOA/SMS SOA Summary or if the Credit Cards Online Banking is not available. The said e-Statements shall likewise be conclusively presumed to be correct unless the CARDHOLDER notifies AUB through telephone or in writing of any error within thirty (30) days from the statement date. Notwithstanding anything to the contrary, non-receipt or late receipt of the Email SOA/SMS SOA Summary shall not relieve the CARDHOLDER of his/her obligations to pay amounts due to the Credit Card on Payment due date. AUB shall be notified immediately through the AUB Customer Service Hotline (+632) 8-282-8888 (Metro Manila) or 1-800-10-282-8888 (Domestic Toll-Free), and in writing of any billing error in the Email SOA. If the CARDHOLDER notifies AUB of an error in the Email SOA/SMS SOA Summary/Credit Cards Online Banking details, the CARDHOLDER shall not be liable to pay the disputed amount while AUB is investigating, but the CARDHOLDER is liable to pay at least the Minimum Amount Due on or before the Payment Due Date. If after investigation, AUB acknowledges the error in the Email SOA, the CARDHOLDER is not liable to pay any Interest Charges related to the disputed amount only. Otherwise, the CARDHOLDER is liable to pay the disputed amount, as well as the corresponding Interest Charges due, and Dispute Fee/s due.

The CARDHOLDER(s) recognize and admit the integrity of the e-Statements in an electronic form pursuant to the provisions of the Electronic Commerce Act and agree to pay the amount thereon on Payment Due Date without need for presentation of signed charge slips. The CARDHOLDER is held responsible for the confidentiality of such e-Statements and hold AUB free and harmless from any unauthorized access or viewing of the same.

2.1. PAYMENT DUE DATE. The Payment Due Date shall be defined as the date when the Minimum Amount Due has to be paid. If the Payment Due Date falls on a Saturday, Sunday or holiday, the banking day following the Payment Due Date indicated in the Email SOA shall become the Payment Due Date.

The Payment Due Date may be changed to an earlier date if the CARDHOLDER's account is considered overdue and/or with balances in excess of the credit limit, or to such other date as may be deemed proper by AUB with notice to the CARDHOLDER on the same monthly/semi-monthly/weekly E-mail SOA.

For monthly or semi-monthly payment cut-off, if the Payment Due Date falls on a Saturday, Sunday or holiday, the banking day following the Payment Due Date in the Email SOA shall become the Payment Due Date. For weekly payment cut-off, if the CARDHOLDER chooses Saturdays or Sundays as his/her Payment Due Date, this becomes the day/s when the Minimum Amount Due has to be paid.

2.2. MINIMUM AMOUNT DUE. The CARDHOLDER is liable to pay the Minimum Amount Due on or before the Payment Due Date as shown in the card carrier and e-Statements given to the CARDHOLDER. The CARDHOLDER, however, shall have the option to pay the Total Amount Due, the Minimum Amount Due, or any amount in between the Total Amount Due and Minimum Amount Due.

In any event, the CARDHOLDER must pay at least the Minimum Amount Due, which AUB must receive as cleared funds on or before the Payment Due Date. All payments made by the CARDHOLDER must be in the billing currency of the issued CARD.

2.2.1. If the issued CARD is an AUB Easy Mastercard or AUB Classic Mastercard, the CARDHOLDER shall nominate from the pre-defined amounts of his/her Minimum Amount Due during the application process. The Minimum Amount Due is therefore the nominated amount by the CARDHOLDER or the sum of the following, whichever is higher:

- a) Installment Transactions billed (Billed charges for availing installment facilities)
- b) Fees and finance charge;
- c) A percentage of the total amount due, less above-mentioned letters (a) and (b)

PLUS, Past due amount and over limit, if any.

Should the outstanding balance be less than the Cardholder's nominated Minimum Amount Due, it shall be considered as both the Total Amount Due and Minimum Amount Due.

2.2.2. If the issued CARD is an AUB Gold Mastercard or AUB Platinum Mastercard, the Minimum Amount Due is Php500 or the sum of the following, whichever is higher:

- a) Installment Transactions billed (Billed charges for availing installment facilities)
- b) Fees and finance charge;
- c) A percentage of the total amount due, less above-mentioned letters (a) and (b).

PLUS, Past due amount and over limit, if any.

In any event, the CARDHOLDER must pay at least the Minimum Amount Due, which AUB must receive as cleared funds on or before the Payment Due Date. All payments made by the CARDHOLDER must be in the billing currency of the issued CARD.

3. FEES AND CHARGES

3.1. FINANCE CHARGES. If the CARHOLDER pays the Total Amount Due in full on or before the Payment Due Date, no Finance Charge shall be imposed. If the CARDHOLDER opts to pay the Minimum Amount Due or any amount less than the Total Amount Due, the CARDHOLDER shall be deemed as availing against his/her credit line and agrees to pay the Finance Charge and other charges, as provided by AUB, plus any applicable taxes and charges required by the government on such charges. The Finance Charge, at AUB's prevailing rate, shall be computed using the average daily balance method, excluding new purchases:

- a) The CARDHOLDER's outstanding balance, excluding new purchases from the day after the previous statement date up to the current statement date, less;
- b) Payments and credits posted during the current statement cycle, accruing from posting dates to the end of the current statement cycle. Any amount unpaid as of the Payment Due Date shall be deemed payable on the next billing period.

Finance charge rates may change and shall be advised from time to time.

3.2. LATE PAYMENT FEE. If the CARHOLDER fails to pay at least the Minimum Amount Due on or before the Payment Due Date, a Late Payment Fee shall be charged for every billing that the account is past due as follows: Php700 late payment fee or the unpaid minimum amount due, whichever is lower for a monthly payment option (Easy, Classic, Gold, and Platinum), Php350 or the unpaid minimum amount due, whichever is lower for a semi-monthly payment option (Easy and Classic only), and Php175 or the unpaid minimum amount due, whichever is lower for a weekly payment option (Easy and Classic only). The Late Payment Fee shall be imposed on the credit card account and shall be reflected in the next period's statement of account.

3.3. SERVICE FEE ON FOREIGN CURRENCY TRANSACTIONS. All charges including those incurred abroad through the use of the CARD shall be billed and be payable in Philippine currency. Transactions made in foreign currencies shall be automatically converted to Philippine Peso using Mastercard's selected foreign exchange rate. From the peso conversion, AUB shall add Mastercard's Issuer Cross Border and Currency Conversion Assessment fees. A 1% service fee shall be charged by AUB and shall be added to the sum of the Peso Conversion and Mastercard fees. The additional fees shall be imposed at the sole and absolute discretion of AUB, and may be subject to change. Such billing currency amount represents the amount due to AUB for AUB's purchase and payment on the CARDHOLDER's behalf of the foreign currency necessary to discharge the amount/s due to Mastercard and/or the acquiring BANK and/or foreign merchant affiliate/s.

3.4. RETRIEVAL FEE. A minimum fee may be charged for the retrieval of any charge slip or sales invoice copy. Unless otherwise provided, the amount of Php250 for each local sales slip and Php500 for each international sales slip shall be charged upon CARDHOLDER's request for retrieval, for purposes not related to a dispute complaint. In cases of an invalid dispute, in addition to the actual cost, penalties, and other related charges, the same retrieval fee shall be charged to the CARDHOLDER for each local or international sales slip retrieved by AUB arising from an invalid dispute.

3.5. CARD REPLACEMENT FEE. A card replacement fee of Php500 may be charged for every card replacement.

3.6. COLLECTION FEE. Should the account be referred and/or subsequently reassigned to an agency/agent for collections, AUB shall inform the CARDHOLDER in writing prior to the actual endorsement in accordance with the procedures and requirements prescribed by relevant banking regulations to ensure proper handling of the CARDHOLDER's account. In case of default in payment, the CARDHOLDER is liable to pay, in addition to late payment fees and interest charges, the cost of collection and/or attorney's fees and the litigation and judicial expenses as applicable. Also, in case of death, default, or insolvency of the CARDHOLDER, AUB may at its sole discretion revoke the CARDHOLDER's right to use all or any of the CARDS and demand immediate payment of all outstanding amounts under the CARDS.

3.7. OTHER FEES. AUB may charge other fees relating but not limited to processing of cash payments, use or maintenance of the CARD, additional features or privileges that may be added to the CARD that may be imposed by AUB as may be required or warranted under the circumstances as determined by AUB, upon notice to the CARDHOLDER.

- 4. APPLICATION OF PAYMENT.** Payment to the CARD account shall be applied in the following order: (a) Installment Transactions Billed (Billed charges for availing installment facilities) (b) Retail Interest Charge Billed (c) Retail Service Charge Billed and Replacement Card Fee Billed (d) Retail Transactions Billed (including utility enrollments) (e) Retail Transactions Unbilled.

Should there be any overpayments or excess payments made by the CARDHOLDER, the said excess payment shall not earn any interest, and it shall be applied as payment to the succeeding Total Outstanding Balance (TOB) or Minimum Amount Due (MAD) or to the CARDHOLDER's succeeding credit card usage or charges. However, the said amount of overpayment shall not be applied to offset against the unbilled Monthly Installments due.

- 5. DEFAULT.** At the sole discretion of AUB, the CARDHOLDER shall be considered in default, irrespective of the reasons for its occurrences and regardless of whether it is voluntary or involuntary, when any of the following occurs:

- a) The CARDHOLDER fails to pay on Payment Due Date any amount payable under these Terms and Conditions;
- b) The CARDHOLDER's Total Amount Due exceeds the assigned Credit Limit;
- c) False information is provided in the CARD application form or information required in the CARD application is not disclosed.
- d) AUB receives any legal process against a substantial portion of the property, income, and assets of the CARDHOLDER;
- e) The CARDHOLDER is suspended or separated from employment or his/her business operations are suspended or closed;
- f) The CARDHOLDER is charged with, convicted or is under investigation by a competent government authority for violation of Republic Act No. 8484 (as amended) (access Devices Regulation Act of 1998) or the Revised Penal Code (RPC) of the Philippines or any other penal laws or regulations; or when AUB finds prima facie evidence to charge the CARDHOLDER with a violation of any of the provisions of the said laws or regulations;
- g) The CARDHOLDER fails to pay any other due and owed to AUB or its Related companies or both, or else fails to fulfill any other undertakings or obligations to AUB or other related Companies, or both;
- h) The CARDHOLDER dies or becomes legally incapacitated or insolvent;
- i) An event or circumstance transpires that in AUB's reasonable opinion shall adversely affect the CARDHOLDER's performance or payment of obligations under these Terms & Conditions.

6. SUSPENSION OR TERMINATION OF THE CARD ACCOUNT

6.1. CARD BLOCKING. AUB may, at any time and with notice to the CARDHOLDER, block to prevent the use of the CARD for justifiable reasons, such as: (a) possible fraud or fraudulent/unauthorized transactions, (b) if AUB detects any unusual, questionable or suspicious transaction/s on the CARD Account or (c) the CARDHOLDER is in default as provided under these Terms and Conditions, among others.

6.2. CARD SUSPENSION. AUB, may, at anytime subject only to notice to the CARDHOLDER, suspend the CARD Account and for justifiable reasons determined by AUB such as: the failure to pay at least the Minimum Payment Due on Payment Due Date. The suspended CARD Account may, at the option of AUB, be reinstated once the CARDHOLDER makes payment sufficient for the CARD Account to be active and in order.

6.3. CARD CANCELLATION. AUB has the right to cancel and terminate the CARD Account, with notice and for justifiable reasons, such as events of default, among others. The CARDHOLDER may terminate this Agreement and cancel the CARD Account by giving AUB written notice or by calling the AUB Customer Service Hotline. The cancellation is effective upon confirmation by AUB of receipt of the cancellation of the CARD Account. The CARDHOLDER shall still be responsible for all transactions made, including fees and charges imposed before the confirmation of the CARD Account cancellation.

6.4 CLOSED CARD ACCOUNT. In case of termination of the CARD or this Agreement, the entire outstanding obligation in the CARD (regardless of whether or not the transactions made have been posted to the CARD), including all fees and charges, shall become immediately due and payable without demand or notice. AUB shall be entitled to continue charging FINANCE CHARGES until the CARD obligations are settled. In case there are credit balances remaining after the CARD is closed, the CARDHOLDER shall make appropriate arrangement with AUB and collect the remaining credit balance within three (3) months from the date when the CARD Account is closed.

6.5. TERMINATION BY CARDHOLDER. Termination shall be processed only upon notification by the CARDHOLDER through telephone, facsimile or other means of communication of his/her intention to terminate his/her membership and the full settlement of his/her credit card account including all enrolled bills. The CARDHOLDER is duty bound to cancel all his/her enrolled bills with the corresponding merchants.

7. **SOLIDARY LIABILITY.** The CARDHOLDER shall provide upon request an acceptable CO-OBLIGOR. The CO-OBLIGOR shall be jointly and severally liable with the CARDHOLDER and his/her SUPPLEMENTARY CARDHOLDERS to pay AUB all obligations and charges made through the use of the CARD.
8. **SURETY.** The CARDHOLDER's spouse who is a supplementary The CARDHOLDER 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 AUB's request, the CARDHOLDER shall furnish surety(ies) acceptable to AUB who shall be jointly and severally liable with the CARDHOLDER and/or the CARDHOLDER's supplementary to pay AUB all the obligations and charges herein and in all renewals hereof, incurred through the CARD and the Supplementary CARD(s).
9. **RIGHT OF SET OFF.** In case of death, default, or insolvency of the CARDHOLDER, AUB shall have the right, to set-off or apply to the payment of CARD obligations any funds which the CARDHOLDER may have deposited with AUB, or which AUB may have in its possession or control, including all or any interests or other income which may accrue thereon, and including but not limited to savings, checking, time deposit accounts and/or long-term investments, which AUB is authorized to pre-terminate accordingly, to convert into Philippine Peso if denominated in foreign currency at the prevailing exchange rate at the time of set-off or pre-termination, it being understood that all taxes, expenses and charges arising from the pre-termination shall be shouldered by the CARDHOLDER.

The CARDHOLDER hereby authorizes AUB, by way of legal compensation or set-off, to withhold all properties or securities that are now or may hereinafter come into the possession and/or control of AUB, and apply the same at its option, to the payment of the CARD obligations. The CARDHOLDER hereby irrevocably constitute and appoint AUB as his or her attorney-in-fact with full power, in his or her name and behalf but without necessity of prior notice, to negotiate, sell, transfer, or in any manner dispose of such stocks, bonds, or other property by public or private sale, including any and all interests or other income which may accrue thereon, and thereafter apply the proceeds of such sale or disposition in payment of any and all amounts due under the CARD Account.

10. LIMITATION OF LIABILITY. In any action arising from this Agreement or incidental thereto, which the CARDHOLDER or any party on his/her behalf may file against AUB, AUB's liability shall not exceed the amount of One Thousand Pesos (Php1,000.00) or the actual damages proven, whichever is lower. The CARDHOLDER shall hold AUB harmless from suit and free from damages for any loss, damage or injury that the former may incur or sustain by reason of, or arising from any credit card feature, service or facility provided or rendered by a third party engaged by AUB to provide such feature or render such service or facility.

11. HANDLING OF PERSONAL INFORMATION.

a) The CARDHOLDER hereby authorizes AUB, without need of prior notice to the CARDHOLDER, to receive, record, use, process, store, disclose and/or share to any of AUB's parent companies, affiliates and/or subsidiaries (collectively, the "AUB Group") and/or to any of AUB's agents or third parties that provide related services to or have contractual obligations with AUB, or to credit information/investigation companies, financial institutions, credit bureaus, credit card companies, loyalty program partners, consumer reporting or reference agencies, or to insurers, insurance brokers or providers of deposit or credit protection or protection against all kinds of risks against loss or damage, or to any government agency/regulatory body/branch authorized to receive relevant account information/data/opinion pertaining to the CARDHOLDER, including but not limited to personal circumstances, privileged information, sensitive personal information, account opening date, account balances and any and all other information pertaining to the CARD, for the following purposes: (i) to protect the CARDHOLDER and/or AUB against fraudulent, unauthorized or illegal transactions, (ii) to validate, verify and/or update information provided to AUB, including supporting documents, (iii) to enforce AUB's rights and/or to allow it to perform its obligations under applicable laws, rules and regulations, contract, order of court or quasi-judicial and administrative bodies, (iv) in the prosecution or defense of AUB and/or its directors/officers/employees with regard to disputes or claims pertaining to AUB and bank products and services, (v) for AUB to participate in any automated teller machine network, electronic fund and/or credit card network, (vi) in relation to outsourced functions of AUB as permitted under applicable laws, rules and regulations, (vii) to conduct internal marketing studies, surveys, marketing activities or promotional offers of AUB, the AUB Group and/or AUB's merchant partners and/or to develop and make offers which the CARDHOLDER may receive through various means of communication, and (viii) in order for AUB and/or the AUB Group to perform the required customer due diligence and money laundering and terrorist financing risk management. Accordingly, the CARDHOLDER hereby waives its rights to confidentiality and privacy of information and such other rights under applicable laws, rules and regulations, such as but not limited to Republic Act No. 1405 (as amended) (Law on Secrecy of Bank Deposits), Republic Act No. 6426 (as amended) (Foreign Currency Deposit Act), Republic Act No. 8971 (as may be amended) (General Banking Law of 2000), and Republic Act No. 10173 (as may be amended) (Data Privacy

Act of 2012). The absence of any written notice to the contrary shall be deemed by AUB as a continuing agreement, consent and authority, and as a continuing waiver of rights under prevailing bank secrecy, data privacy and confidentiality laws, rules and regulations, as contemplated hereunder.

- b) In relation to and/or to enable AUB to comply with local and international anti-money laundering laws, rules and regulations, the CARDHOLDER hereby authorizes AUB to disclose to local and/or international government entities/authorities and/or regulatory bodies, to the members of the AUB Group and/or to AUB's local and/or foreign correspondent banks, information relative to the CARDHOLDER and/or its accounts and transactions, which shall include but not be limited to birthday, birth place, employment/profession, business address, contact information, CARD account opening date, transaction details, and purpose of transaction. The foregoing includes the authority of AUB to supply any supporting transactional documents as and when required by any of such parties.
- c) The CARDHOLDER hereby releases AUB and agrees to hold AUB free and harmless from any claims, liabilities, suits, actions or damages that may arise out of the disclosure, processing, storage and handling of information as contemplated under this Provision 11.

12. COMMUNICATION. The CARDHOLDER undertakes to notify AUB, through its Customer Service at 8-282-8888 or by writing AUB (E-mail Address: creditcards@aub.com.ph), of any additional means of communicating to him/her aside from what is disclosed in the credit card application, as well as any change in the CARDHOLDER's home, office or billing address, e-mail and telephone number. In case the CARDHOLDER is not accessible through his/her given addresses or contact details, AUB has the option to use other addresses or contact details that it may subsequently obtain. Notwithstanding this provision, the CARDHOLDER agrees that any communication sent to the designated billing address shall be considered as received by the CARDHOLDER within ten (10) calendar days after mailing. The CARDHOLDER shall notify AUB in writing of any change in the CARDHOLDER's civil status.

12.1. SMS AND EMAIL. The CARDHOLDER hereby agrees that AUB may send or communicate through e-mail, text messages or through the CARDHOLDER's declared SMS-enabled cellular phone for specific, or email and timely prompts, reminder and notices from time to time concerning account information, internet security, and other matters relating to the CARD. The CARDHOLDER hereby acknowledges and accepts that each SMS or email may be sent to the CARDHOLDER without being encrypted and may include the CARDHOLDER's name and information pertaining to the CARDHOLDER's CARD account. It is the CARDHOLDER's responsibility to ensure the security of his/her mobile phone and email and the CARDHOLDER hereby holds AUB free and harmless from any and all liability, administrative, civil, or criminal, including but not limited to, those relating to any secrecy laws or regulations (if any), should any SMS or email be viewed or accessed by any persons other than the CARDHOLDER. The CARDHOLDER agrees that AUB does not guarantee the timely delivery or accuracy of any SMS or email, which are purely for convenience, information and notification purposes only. The CARDHOLDER shall be fully responsible to monitor the due performance and compliance of his/her obligations.

12.2. AUTHORIZATION AND INDEMNITY FOR TELEPHONE, TELEX, FACSIMILE INSTRUCTIONS. The CARDHOLDER acknowledges that the sending of information or instructions through telephone, mobile phone text messages, telex, facsimile, e-mail or other electronic means is not fully secure and may be intercepted by third parties. The

CARDHOLDER authorizes AUB to rely upon and act in accordance with any notice, information, instruction or other communication which may from time to time be, or purport to be, given by the CARDHOLDER or in the CARDHOLDER's behalf via telephone, mobile phone text messages, telex, facsimile, e-mail, or other electronic means (the "Instructions"), which AUB believes, in good faith, to have been made by the CARDHOLDER or upon his/her instructions or for his/her benefit. AUB shall not be liable for any loss or damage that the CARDHOLDER may suffer as a result of AUB's prudent reliance, action, or refusal to act upon the Instructions.

AUB shall be entitled to treat the Instructions as fully authorized by and binding upon the CARDHOLDER, and AUB shall be entitled to take such steps in connection with or on reliance upon the Instructions as AUB may consider appropriate, whether the Instructions include instructions to pay money or otherwise to debit or credit any account, or relate to the disposition of any money, securities or documents, or sending of information through mobile phone text messages, telex, facsimile, e-mail, or other electronic means.

In order for AUB to render prompt and accurate service, the CARDHOLDER authorizes AUB to record (without AUB being necessarily obligated to do so) any and all telephone conversations with the CARDHOLDER, whether initiated by AUB or by the CARDHOLDER, including without limitation, the CARDHOLDER's instructions, statements, complaints, inquiries and AUB's advice and reminders in relation to the CARDHOLDER's CARD account with AUB. AUB may use these recordings for any lawful purpose/proceeding but cannot be obligated to provide the same upon CARDHOLDER's request except for justifiable cause. For this purpose and to the fullest extent permitted under applicable laws, rules, and regulations, the CARDHOLDER hereby waives its rights under The Anti-Wire Tapping Act (Republic Act No. 4200) or any amendments thereto, or any similar law or regulation.

In consideration of AUB acting on the Instructions, the CARDHOLDER hereby irrevocably undertakes to defend and indemnify AUB against all losses, claims, actions, proceedings, demands, damages, costs and expenses that may be incurred or sustained by AUB of whatever nature and howsoever arising out of or in connection with the Instructions. This authorization and indemnity shall remain in full force and effect until AUB receives from the CARDHOLDER a written notice terminating the same save that such termination shall not release the CARDHOLDER from any liability under this authorization and indemnity in respect of any act performed in accordance with its terms prior to such termination.

13. GENERAL PROVISIONS.

13.1. REVISION OF TERMS AND CONDITIONS. AUB may, at any time and for whatever reason it may deem proper, amend, revise or modify this Agreement, including the CARDHOLDER's Credit Limit and any such amendment shall bind the CARDHOLDER upon notice (personal, by publication or otherwise) or on the date of effectivity as specified in the notice, whichever is earlier, unless the CARDHOLDER objects thereto, by manifesting his/her intention to terminate his/her membership in writing and surrendering his/her CARD within fifteen (15) calendar days from notice of amendment. Failure to notify AUB of the CARDHOLDER's intention to terminate his/her membership shall be construed as acceptance by the CARDHOLDER of the amendments to this Agreement.

13.2. SEPARABILITY CLAUSE. The enforceability and validity of this Agreement shall not be affected by the unenforceability or invalidity, of any particular provision hereof because of restrictive laws, regulations, or judicial or administrative determinations obtained during any period hereof or for any other cause.

13.3. NON-WAIVER OF RIGHTS. No failure or delay on the part of AUB in exercising any right or power hereunder shall operate as a waiver thereof nor shall any partial or single exercise of any such right or power preclude any other right or power thereunder. No waiver by AUB of any of its rights or powers under this Agreement shall be deemed to have been made unless expressed in writing and signed by its duly authorized representative(s).

13.4. TRANSFER OF RIGHTS. The CARDHOLDER agrees that AUB may assign, discount or otherwise transfer part or all of its rights and/or obligations under any card transaction, including the assignment of receivables, together with any hold-out agreement and other accessory contracts, to affiliates or other parties with written advice sent to the CARDHOLDER at his/her last known address on record. In the event of such assignment, the CARDHOLDER hereby irrevocably agrees not to assert against the assignee set-off rights of any obligations, which may be owed by AUB to the CARDHOLDER.

13.5. DOCUMENTARY REQUIREMENTS AND CARDHOLDER INFORMATION. Before issuance of the CARD or upon renewal or extension thereof or whenever required during the CARD's effectivity, the CARDHOLDER agrees to submit income documents such as, but not limited to, payslips or Employer's Certificate of Compensation Payment/Tax Withheld (BIR Form 2316), or Income Tax Return (ITR) and financial statements (if engaged in business) and other relevant documents (collectively the "Income Documents"). Further, the CARDHOLDER agrees to provide his/her TIN upon request of AUB. The CARDHOLDER hereby irrevocably authorizes AUB to conduct random verification with his/her employer or the BIR to establish authenticity of the Income Documents. For this purpose, the CARDHOLDER authorizes his/her employer or the BIR to disclose any information relevant to said verification and to give copies of his/her Income Documents to AUB. The CARDHOLDER likewise waives any rights of confidentiality on the CARDHOLDER information in such Income Documents. AUB reserves the right to withhold information regarding the disapproval of any request/s on Credit Card Facility. The CARDHOLDER also authorizes AUB to conduct verification from time to time or as it may deem appropriate to ascertain the CARDHOLDER's credit standing or financial capability as well as to determine if all relevant information provided by the CARDHOLDER to AUB continue to be accurate. AUB may engage or contract consumer reporting, researching or similar agencies to obtain information concerning the CARDHOLDER's credit or financial status.

13.6. COMPLIANCE. The CARDHOLDER agrees to fully comply and abide by (i) the terms and conditions governing the use of the CARD, (ii) laws, statutes and regulations and BSP Circulars relevant to credit cards and credit accommodations and (iii) the provisions of Republic Act 8484 governing the use of the credit card and other access devices in commercial transactions.

14. RESTRICTIONS. The CARDHOLDER agrees not to use the CARD for the purchase of items/goods for importation into the Philippines of which is subject to the provisions of Manual of Regulations on Foreign Exchange Transactions (as may be amended from time to time), as amended, and all other circulars, laws, rules and regulations pertaining to importation. Moreover, the CARD shall be used for legitimate transactions or charges only; the CARD shall not be used for gambling or games of chance or for transactions whose

cause, object or purpose is contrary to law, morals, good customs, public order or public policy ("Unacceptable Transactions"). AUB reserves the right to terminate or cancel the CARD privileges should it find the CARD being used for or in connection with Unacceptable Transactions. Moreover, in the event that AUB determines that the CARD is being or has been used in connection with gambling or games of chance, other void transactions or Unacceptable Transactions, including use of the CARD to transmit or receive proceeds of gambling or games of chance, AUB reserves the right to take any legal action in connection with the CARD and/or the CARD transaction, including to return the proceeds to the sender.

- 15. OTHER TERMS & CONDITIONS.** The terms and conditions, reminders and other provisions contained in the CARD, e-Statements, charge slips, Suretyship Agreements, the CARD carrier, promo terms and conditions, card features such as the Rewards Program, and Installment Program, among others and such other card documents, related instruments or documents are made integral parts hereof by reference and shall likewise be resorted to in instances where they are applicable. It is agreed that the terms and conditions herein, as well as the aforementioned terms and conditions, including reminders, rules and regulations promulgated by AUB from time to time (the "Other Terms and Conditions") shall govern the use of the CARD and the Supplementary CARD(s) issued hereunder.

Any alteration, amendment, exception, reservation or scribbling herein made by the CARDHOLDER or in the Other Terms and Conditions, not duly approved in accordance with AUB's appropriate procedures, shall not be valid and binding upon AUB.

- 16. THE BINDING EFFECT.** The CARDHOLDER's activation or use of the CARD shall be deemed as his/her acceptance of and agreement to be bound by these terms and conditions and such amendments hereof as may be made by AUB from time to time. These terms and conditions shall bind the CARDHOLDER and his/her heirs, executors and administrators, and successors and assigns.

TABLE OF FEES AND CHARGES

	AUB Easy MasterCard	AUB Classic MasterCard	AUB Gold MasterCard	AUB Platinum MasterCard
Annual Membership Fee	WAIVED for life			
Annual Membership Fee (Supplementary Card)	Not Applicable	WAIVED for life		
Finance Charge/Interest Charge	<p>3.5%* monthly interest rate computed based on average daily balance (ADB) from start to the end of the statement cycle shall be charged when payment made is only the Minimum Amount Due or any amount less than the Total Amount Due indicated in the Statement of Account, excluding new purchases.</p> <p><i>* Increase in Finance Charge (FC) from 2.95% to 3.5% effective November 06, 2018.</i></p> <p>IMPORTANT REMINDER: <i>Paying less than the total amount due will increase the amount of the interest and other charges you pay and the time it takes to repay your balance.</i></p>		<p>A 3.5%** monthly interest rate computed based on average daily balance (ADB) from start to the end of the statement cycle shall be charged when payment made is only the Minimum Amount Due or any amount less than the Total Amount Due indicated in the Statement of Account, excluding new purchases.</p> <p><i>** Increase in Finance Charge (FC) from 2.25% to 3.5% effective January 24, 2020</i></p>	
Late Payment Fee	<p><i>Monthly payment option:</i> PHP 700 Late Payment Fee or the unpaid minimum amount due, whichever is lower shall be charged for every billing that the account is past due.</p> <p><i>Semi-monthly payment option:</i> PHP 350 Late Payment Fee or the unpaid minimum amount due, whichever is lower shall be charged for every billing that the account is past due.</p> <p><i>Weekly payment option:</i> PHP 175 Late Payment Fee or the unpaid minimum amount due, whichever is lower shall be charged for every billing that the account is past due.</p>		<p>PHP 700 Late Payment Fee or the unpaid minimum amount due, whichever is lower shall be charged for every billing that the account is past due.</p>	
Foreign Currency Transaction Service Fee	<p>Transactions made in foreign currencies shall be automatically converted to Philippine Peso using MasterCard's selected foreign exchange rate. From the Peso conversion, AUB will add MasterCard's Issuer Cross Border and Currency Conversion Assessment Fees. A 1% service fee shall be charged by AUB and shall be added to the sum of the Peso Conversion and MasterCard Fees.</p>			

	AUB Easy MasterCard	AUB Classic MasterCard	AUB Gold MasterCard	AUB Platinum MasterCard
Card Replacement Fee	PHP 500			
Returned Check Fee	PHP 700			
Charge Slip Retrieval	PHP 250 for each local sales slip and P500 for each international sales slip retrieved upon request, for whatever reason. The same amount will be charged to the cardholder for each sales slip retrieved by the bank arising from an invalid dispute.			
Installment Pre-termination Fee	PHP 500 for every Installment Plan transaction pre-terminated			
Dispute Fee	PHP 1,000 for every invalid dispute case			
Attorney's Fees and Liquidated Damages	In case of default in payment, the cardholder is liable to pay, in addition to late and interest charges, the cost of collection and/or attorney's fees and the litigation and judicial expenses.			

AUB is regulated by the Bangko Sentral ng Pilipinas. For inquiries or complaints you may contact AUB through Customer Service Hotline 8-282-8888 or BSP Financial Consumer Protection Department at Tel. 8-708-7087 or email consumeraffairs@bsp.gov.ph.