



Corporate Card Application (Company)

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Application date: _____

Important Notes: This section is an application to establish a BDO Corporate Card account. From this account, we will issue Corporate Cards to qualified members of your company. The Application for Corporate Cards is the Corporate Card Application Form for Authorized Individual Applicant.

This document cannot be processed unless it is accompanied by the Corporate Card Application Form for Authorized Individual Applicant.

Please type or print throughout. Tick boxes as appropriate. It is essential that the forms are completed in full. All information is required and will be subject to verification before an account can be established. Insufficient information may cause unnecessary delays in the processing of your application.

Please allow one month for processing, all information received will be treated with strict confidence.

CHECKLIST OF APPLICATION REQUIREMENTS

- | | |
|---|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> Corporate Card Application (Company) <input type="checkbox"/> Corporate Card Application (Company Authorized Individual Applicant) <input type="checkbox"/> Company Profile and History <input type="checkbox"/> Latest General Information Sheet* <input type="checkbox"/> Income/Financial Documentation <p>Mandatory</p> <ul style="list-style-type: none"> <input type="checkbox"/> Latest 2 years Audited Financial Statements w/ BIR or Bank Stamp* <input type="checkbox"/> Latest 2 years Income Tax Return w/ BIR or Bank Stamp* <p>Any of the ff:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Invoices for the last 3 months OR <input type="checkbox"/> Last 3 months bank statements | <ul style="list-style-type: none"> <input type="checkbox"/> Proof of Identification of Signatories/Owners and Designated Cardholders <input type="checkbox"/> SEC Registration <input type="checkbox"/> Articles of Incorporation and By-Laws* <input type="checkbox"/> Notarized Board Resolution/Secretary's Certificate containing <ul style="list-style-type: none"> <input type="checkbox"/> Approval of the Terms and Conditions <input type="checkbox"/> Specimen signature of the designated Cardholder <input type="checkbox"/> Name/s and signature/s of authorized signatory/ies <input type="checkbox"/> List of Officers (indicate their positions) and Recommended Credit Limits** <input type="checkbox"/> List of stockholders owning at least 2% of the corporation's capital stock |
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*Certified true copies
**For multiple account records

GENERAL INFORMATION

Name of Company to be embossed in the card (19 characters including spaces)															
Name of Corporation (Full Business Name)															
Business Address															
Business Address															
Industry/Nature of Business				Telephone No.				Fax No.				Years in Business			
Annual T & E Expenditure						Annual Purchasing Expenditure									
Date of Incorporation				Primary Purpose/Business											
Term of Existence															
										Number of Employees					
Average Gross Income for the Last 2 Years						Monthly Expenses				Net Taxable Income					

BANK INFORMATION

BDO Account Holder	Bank Name & Branch	Type of Account	Deposit Balance	Date Opened
<input type="checkbox"/> Yes <input type="checkbox"/> No				
<input type="checkbox"/> Yes <input type="checkbox"/> No				
Bank		Type of Bank Account		
Other Assets				

DIRECTORS AND OFFICERS

Name	Birthday	Official Title	Stockholder/Officer (If Stockholder, please indicate % share)

TRADE REFERENCES

Name of Supplier	Credit Line/Terms
Address	
Telephone No.	
Name of Supplier	Credit Line/Terms
Address	
Telephone No.	
Name of Supplier	Credit Line/Terms
Address	
Telephone No.	
Name of Supplier	Credit Line/Terms
Address	
Telephone No.	
Name of Supplier	Credit Line/Terms
Address	
Telephone No.	

EMPLOYEE INFORMATION

Number of Employees	Approximate Number of Employees to be issued Corporate Credit Cards

AUTHORIZED SIGNATORY

Name	Birthday	Position	Specimen Signature

AUTHORIZED COMPANY REPRESENTATIVE

Last Name	First Name	M.I.
Address		
Telephone No.	Fax No.	Email
Position		
Department		

By signing below the abovenamed Company through the undersigned certifies that the foregoing information is true and correct and that the Company agrees to be bound by the terms and conditions governing the issuance and use of the BDO Corporate Card and all future amendments thereto. The Company further holds itself jointly and severally liable with the individual applicant named in the accompanying application form for all obligations and liabilities incurred with the use of the BDO Corporate Card. In the event this application for the BDO Corporate Card is disapproved, BDO is not obliged to provide the reason therefore. I/we further irrevocably authorize you to disclose to any entity any/all information as may be stated herein or obtained by you in relation to the transactions covered by this application as may be required by relevant laws or regulations. The above named Company through the undersigned hereby authorizes the transfer, disclosure and communication of any information relating to the Company's accounts with BDO to any of the offices, branches, subsidiaries, affiliates, agents and representatives of BDO and third parties selected by any of them for data processing/storage, customer satisfaction surveys, product and service offers made to me through mail/e-mail/fax/SMS or telephone, and for any other purpose as BDO may deem appropriate, and as may be required by law or regulation. The Company further authorizes the regular submission and disclosure to any and all credit information service providers such as, but not limited to, Credit Card Association of the Philippines, Credit Information Corporation, of any information, whether positive or negative relating to my basic credit data (as defined under R.A. No. 9510) with BDO as well as any updates or corrections thereof. The foregoing constitutes the Company's written consent for any such submission and disclosure of information relating to the Company's accounts for the purpose indicated above and under applicable laws, rules and regulations. The Company agrees to hold BDO free and harmless from any liabilities that may arise from any transfer, disclosure or storage of information relating to the accounts.

[Signature Line]

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

[Date Line]

DATE OF APPLICATION

For BDO Official Use Only

CORPORATE CARD SPECIFICATION SHEET

Corporate Name	Industry
Target Implementation	Potential CIF

BDO BANK RELATIONSHIP (for Secured and BBG/AMG Endorsements only)

Account Type	Account Number	Current Balance/Total Relationship Balance	ADB for 6 months	MTD	YTD

Credit Facility Type and Amount	Outstanding Balance	Collateral	Date Approved	Expiry Date

BBG/AMG Endorsement Approval

Unit Head <small>Signature over Printed Name/Rank/Date</small>	Department Head <small>Signature over Printed Name/Rank/Date</small>	Group Head <small>Signature over Printed Name/Rank/Date</small>

OTHER INFORMATION/SPECIAL INSTRUCTIONS

Prepared by:

Corporate Sales Officer
Signature over Printed Name/Rank/Date

Noted by:

Corporate Sales Head
Signature over Printed Name/Rank/Date

FOR CREDIT USE ONLY

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BDO CORPORATE AND PURCHASING CARDS

FEEES & CHARGES		
	Peso	Dollar
Annual Membership Fee	Php 1,800	Not Applicable
Finance Charge	Not Applicable	
Cash Advance Fee	5% of the overdue amount or Php 300 whichever is higher	4.5% of the overdue amount or USD 6 whichever is higher
Late Payment Charge	5% of the overdue amount or Php 300 whichever is higher	
Minimum Amount Due	Not Applicable	
Sales Slip Retrieval Fee	Php 250 for each sales slip retrieved for Local transactions or Php 450 for each sales slip retrieved for International transactions	
Lost Card Replacement	Php 250	
Foreign Exchange Conversion Rate	All International charges, advances or amounts made by the cardholder, in currencies other than US Dollars, will be automatically converted at the time of posting to US Dollars at Visa's / MasterCard's and foreign exchange selling rate. Assessment Fee of 1% plus service fee of 1% of the converted amount will be charged to Visa / MasterCard and BDO, and shall be imposed at the sole and absolute discretion of BDO and may be subject to change.	
Returned Check Fee / ADA Return Fee	Php 1,250	USD 25

All fees and charges are subject to change upon notice. BDO reserves the right to re-impose waived fees/charges. For updated information, please contact BDO Customer Contact Center at 631-8000 (within Metro Manila) or at 1-800-10-6318000 (PLDT Domestic Toll-Free) or 1-800-3-6318000 (Digital Domestic Toll-Free).

Please return form to:

BDO

11/F JMT Corporate Condominium, 27 ADB Avenue, Ortigas Center, Pasig City

Telephone No: (632) 688-1288 local 1438/4814

Fax No: (632) 688-1201

TERMS AND CONDITIONS FOR ISSUANCE AND USE OF BDO CORPORATE & COMMERCIAL CREDIT CARDS

DEFINITIONS. The following definitions apply to the terms used here:

APPLICATION means this Application Form duly accomplished and signed by the Principal Cardholder and authorized by the Authorizing Corporate Officer on behalf of the Company for the issuance of the CARD, and for Distribution CARD, likewise authorized by the Authorizing Merchant Representative on behalf of Merchant.

CARD refers to the credit card issued by Banco de Oro Unibank, Inc. (BDO) or by another credit company whose credit card transaction using the CARD has been acquired by BDO, pursuant to the establishment by the COMPANY of and which for purposes hereof, is classified as corporate card or commercial card (i.e. Purchasing CARD and Distribution CARD).

CARDHOLDER refers to the Principal Cardholders to whom the CARD is issued, subject to such additions or deletions as may be agreed between the Company and the Issuer.

Distribution CARD refers to a commercial credit card applied for and issued pursuant to a Merchant Distribution Card Agreement between MERCHANT and ISSUER.

Proprietary CARD refers to a Distribution CARD which is not under any electronic credit card brand and which has a credit line facility allowing the COMPANY to pay less than the outstanding balance pursuant to these Terms and Conditions.

ISSUER refers to BDO and its successors-in-interest and assigns.

COMPANY means the entity/Accountholder named in this Application Form in whose name a Credit Card Account Number is issued pursuant to these Terms and Conditions.

MERCHANT refers to the merchant and its accredited stores/establishments with whom ISSUER has an existing Merchant Distribution Card Agreement.

1. The CARD. The CARD is the sole property of ISSUER. It is nontransferable and it will be honored by ISSUER's affiliated merchants subject to ISSUER's existing policies, rules, and regulations.

2. Ownership and Use of the CARD. The Card, its design, brand name, marks and logos associated with ISSUER, are the property of ISSUER. The ISSUER shall have the sole discretion to determine the card design of the CARD and the COMPANY hereby authorizes the ISSUER to indicate its COMPANY name or any identifying mark of the COMPANY in the CARD at the ISSUER's option. Use of the CARD is subject to the Terms and Conditions given here or as amended from time to time. The CARD has no cash advance and installment feature and may only be used for straight purchase transactions at affiliated merchants unless stated otherwise in the agreement between ISSUER and COMPANY. The CARD issued pursuant to the Merchant Distribution Card Agreement (called "Distribution CARD") may only be used by CARDHOLDER's to purchase goods and services exclusively from the merchant stated in the aforementioned agreement ("MERCHANT"). The Distribution CARD can only be swiped at ISSUER installed point-of-sale terminals at the MERCHANT.

CARDHOLDER's signature at the back of the CARD and/or his/her use of the CARD, with or without signing any CARD application form signifies the COMPANY's and CARDHOLDER's agreement with these Terms and Conditions and for the CARDHOLDER to jointly and severally assume liability with the COMPANY and other authorized personnel and officers for any and all charges and fees incurred in the use of the CARD, whether authorized or unauthorized. With the submission of the APPLICATION, COMPANY acknowledges that the CARD/s shall be used for the account and benefit of the COMPANY.

3. CARD Account Number/CARD Number. Upon approval of the Application, the COMPANY will be assigned a CARD Account Number. CARDHOLDERS will each be assigned individual CARD Numbers. Any and all charges incurred under the CARD Numbers shall be deemed as charges made and incurred under COMPANY's CARD Account Number.

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

In case of resignation, termination or cessation of employment or relationship of any CARDHOLDER with the COMPANY or change of CARDHOLDER for whatever reason, the COMPANY shall immediately notify ISSUER thereof in writing with a request for the cancellation of the CARD of such CARDHOLDER. For naming/designating a new CARDHOLDER, the COMPANY shall submit a duly accomplished APPLICATION. The new CARD will be issued under the same COMPANY CARD Account Number. Until and unless the CARD of such CARDHOLDER is cancelled by ISSUER, any and all charges incurred using such CARD shall remain to be for the account of the COMPANY.

In the event of change or correction of information or data pertaining to any CARDHOLDER submitted to ISSUER (e.g. correction of name, civil status, etc.), COMPANY/CARDHOLDER shall immediately notify ISSUER thereof in writing with a request for the change/correction of CARDHOLDER information/data, and if necessary, cancellation of the CARD and issuance of a new CARD bearing the correct data/information, together with submission of supporting document/s acceptable to ISSUER. The new CARD will be issued under the same COMPANY CARD Account Number. Any and all charges incurred using either the old CARD or the new CARD shall remain to be for the account of the COMPANY.

5. CARD Application and Activation. The COMPANY shall furnish ISSUER an application for membership together with a secretary's certificate or an equivalent document acceptable to ISSUER that authorizes: (a) the application for membership; (b) the issuance of the CARD to such authorized officers and personnel; and (c) the designation of an officer of the company to sign for and on behalf of the company ("Authorizing Corporate Officer"). For the Distribution CARD, the APPLICATION shall also be authorized by the MERCHANT through an Authorized Merchant Representative, and a Merchant Distribution Card Agreement should have been signed and executed between Merchant and ISSUER prior to CARD issuance. The COMPANY shall likewise submit such other documents as ISSUER may require from time to time.

The CARD will be activated subject to credit verification and approval of the APPLICATION. The CARD may or may not be automatically activated after delivery to CARDHOLDER even if he or she has not requested it. For CARD/s delivered inactive, CARDHOLDER will need to call the BDO Customer Contact Center to activate the CARD. COMPANY and CARDHOLDER also agree that for as long as the CARD is active, and unless ISSUER has received a request to cancel or terminate it, the COMPANY's account will continue to incur fees even if the CARD has not been used.

6. Certification of COMPANY. The COMPANY certifies that all information and statements in the APPLICATION and all the documents submitted in connection therewith are true, correct, and complete, and are made for the purpose of obtaining credit under its CARD Account, and that the signature appearing herein is the true, correct, valid, and genuine signature of the CARDHOLDER/s and that the signatures appearing in the other documents submitted by the Company are the true, correct, valid, and genuine signatures of the authorized signatories to such other documents.

7. COMPANY/CARDHOLDER Information and Consent. The COMPANY authorizes ISSUER, its parent company, and its subsidiaries and affiliates ("Related Companies") to do the following (a) make whatever credit investigations they may deem appropriate to ascertain COMPANY/CARDHOLDER's credit standing and financial capability; (b) ask consumer reporting or reference agencies for consumer reports of COMPANY/CARDHOLDER's credit history; (c) release, disclose, submit, share, or exchange any COMPANY/CARDHOLDER or CARD account information and reports as they may deem fit including but not limited to past due or litigation status of CARD account, full payments or settlement of previously reported CARD account and other CARD account updates to consumer reporting or reference agencies, government regulatory agencies, and to other banks, creditors, credit card companies, financial institutions, loyalty program partners, merchant partners, or third party; (d) submit, disclose, and transfer to any and all credit information service providers such as the Credit Card Association of the Philippines, Credit Information Corporation, etc., of any information, whether positive or negative, relating to COMPANY/CARDHOLDER'S basic credit data (as defined under RA 9510) with the ISSUER as well as any updates or corrections thereof; and (e) use or share with third parties the information COMPANY/CARDHOLDER has provided and/or information derived from external sources for conducting surveys, marketing activities or promotional offers of ISSUER, its Related Companies, merchant partners, and/or to develop and make offers COMPANY/CARDHOLDER may receive through the email or through other means of communication.

The Company and Cardholder also authorizes the regular submission, disclosure, and transfer to any and all credit information service providers such as the Credit Card Association of the Philippines, Credit Information Corporation, etc., of any information, whether positive or negative, relating to the Cardholder's basic credit data (as defined under R.A. 9510) with the ISSUER as well as any updates or corrections thereof.

If COMPANY/CARDHOLDER wishes to be excluded from the recipient lists for such promotional offers, or finds any incorrect entry in the information held by ISSUER or in the information provided by ISSUER to a consumer reporting or reference agency, he or she has to immediately write to the BDO Head Office at #12 ADB Avenue, Ortigas Center, Pasig City or call Tel. (02) 631-8000 for the appropriate action to be taken. Also, to assure quality of customer service, the COMPANY/CARDHOLDER agrees to allow ISSUER to monitor telephone calls between itself and CARDHOLDER/COMPANY Authorized Personnel from time to time.

8. Responsibilities of COMPANY/CARDHOLDER. The COMPANY and the CARDHOLDER shall hereby jointly and severally be liable to ISSUER for any and all amounts charged to the CARD, including interests, applicable fees, and other charges, whether incurred in the Philippines or abroad, and whether authorized or unauthorized by the COMPANY/CARDHOLDER, subject only to the provisions of Section 10 here. The COMPANY and CARDHOLDER also hereby jointly and severally agree to accept and pay for such charges without the necessity of proof of a signed charge or sales slip, even without actually receiving a monthly billing statement ("MBS"), and regardless of the manner of collection used.

The Company and Cardholder agrees to pay P250 for each sales slip retrieved for local transactions or P450 for international transactions, upon request of the COMPANY and CARDHOLDER, for whatever reason. The same amount will be charged to the COMPANY and CARDHOLDER for each sales slip retrieved by the ISSUER arising from an invalid dispute.

You will get two separate billing statements. All your local transactions will be billed in Philippine Peso, while your international purchases will be billed in US Dollars. For your dollar billing, you have the option to pay the exact amount in Dollar or ask for the exchange rate during payment when you want to pay in Peso.

For CARD/s with single currency feature, all charges, advances, or amounts in currencies other than the billing currency (Philippine pesos or U.S. dollars) shall be automatically converted to the billing currency, based on the rates of MasterCard, Visa, American Express, or JCB's on the date the item is processed for settlement. For single currency feature CARD/s billed in Philippine pesos, transactions done outside the Philippines using a foreign currency other than U.S. dollars shall be converted into U.S. dollars before conversion into Philippine pesos.

For CARD/s with dual currency feature with transactions done outside the Philippines using a foreign currency other than U.S. dollars, the transactions will be converted into U.S. dollars.

In the case of MasterCard and Visa, all charges, advances or amounts in currencies other than the billing currency shall be automatically converted at the time of posting to the billing currency at MasterCard/Visa's foreign exchange selling rate, and shall be charged additional fees equivalent to 1% of the converted sum, and reimbursement cost for the assessment fee charged by MasterCard/Visa to the ISSUER equivalent to 1% of the converted sum. The additional fees shall be imposed at the sole and absolute discretion of the ISSUER, and may be subject to change.

For payments made by the COMPANY in currency other than the billing currency, the payments will be converted into the billing currency using ISSUER's selling rate for the day. Application of said payments will be in the following order: (1) interest/service charges, including late payment charges, if any, and (2) principal amount.

All peso transactions incurred by COMPANY/CARDHOLDER with mail, telephone order, Internet, or retail merchants located outside the Philippines may be subject to an ad valorem tax at the applicable rate, added to the peso transaction.

Cash Advances may be availed up to the extent of CARDHOLDER's Cash Advance Limit via over-the-counter at selected BDO branches or ATMs bearing the MasterCard and Cirrus logo or Visa and Visa Electron logo.

To purchase the foreign exchange necessary to cover all nontrade transactions using the CARD, the sales slip signed by CARDHOLDER to every purchase shall serve as the written application from the COMPANY/CARDHOLDER as required by Central Bank Circular No. 1389 (as amended).

ISSUER may change the credit card number or expiry date, or both, of a replacement CARD issued to CARDHOLDER. The COMPANY and CARDHOLDER are solely responsible for communicating this change to any party with whom COMPANY may have existing payment arrangements. ISSUER shall not be responsible for any consequence arising from declined transactions, whether submitted under the old credit card number or otherwise.

CARDHOLDER shall not use the CARD after its expiry date or upon its cancellation or suspension, nor permit anyone to use the CARD at anytime for any reason whatsoever.

The COMPANY and CARDHOLDER acknowledge that the care and safety of the CARD is his or her sole responsibility, and agrees to safeguard it against loss, theft, and fraudulent or unauthorized use. The COMPANY and CARDHOLDER will be liable to ISSUER for charges or transactions arising from fraudulent or unauthorized use of his or her CARD, subject to the provisions of Section 10 here.

The COMPANY and CARDHOLDER agree to comply with the minimum responsibilities of cardholders under the provisions of BSP Circular No. 542, Series of 2006.

9. Membership Fees. To be entitled to the CARD's privileges and benefits, the COMPANY shall pay an annual or monthly membership fee as the ISSUER may require. Upon written notice to the COMPANY, ISSUER reserves the right to amend from time to time those privileges and benefits as well as the CARD's credit limit and membership fee. The continued use of the CARD shall be construed as acceptance by the COMPANY of the amended terms, benefits, credit limit, and fees unless the COMPANY expressly objects to them in writing. All paid annual or monthly membership fees are nonrefundable even if the credit privileges are suspended or terminated, or even if the COMPANY/CARDHOLDER cancels or surrenders the CARD before its expiry date. The membership fee shall be charged to the CARD account of the COMPANY.

10. Loss of the CARD. The Lost Card Protection (LCP) feature relieves the CARDHOLDER of any financial liability resulting from fraudulent or unauthorized use of the CARD from the time the report of loss or theft is verified by the BDO Customer Contact Center based on the ISSUER's records. Prior to the receipt of such report, the COMPANY expressly agrees to be held liable to ISSUER and to pay for any and all transactions, purchases, and charges made or incurred from the use of the lost or stolen CARD even if the signature of the CARDHOLDER is proved to be forged. A reasonable fee shall be charged to the COMPANY to cover the replacement cost of a lost CARD. Should the COMPANY/CARDHOLDER fail to immediately report to ISSUER the loss of the CARD upon discovery and to provide the required information as to the place, date, and last purchase made, ISSUER or its affiliated merchants shall be rendered free and harmless from any and all liabilities arising out of the CARD's loss or theft.

11. Use of the Credit Limit. The COMPANY will be given a Credit Limit expressed in the COMPANY and ISSUER's agreed upon billing currency (Philippine pesos or US dollars). This will be the COMPANY's maximum allowable outstanding balance at any given time and will be shared with all CARDHOLDERS.

If the CARD has a dual currency feature, CARDHOLDER will be given one/single Credit Limit expressed in the agreed billing currency (i.e., either Philippine Peso or US Dollar). Both US dollar and Philippine Peso denominated purchases of CARDHOLDER shall share and be subject to such Credit Limit.

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

At its sole option and at any time, ISSUER may reduce the COMPANY's Credit Limit to an amount to be determined by ISSUER, and will be duly notified of such reduction. Should the Outstanding Balance exceed the reduced Credit Limit, the excess shall become immediately due and demandable without need of further notice or demand.

The Credit Limit for CARDS issued under MasterCard, VISA, JCB, and American Express electronic card brands is further subject to their respective parameters, rules, or guidelines.

12. Accredited Establishments/MERCHANTS. ISSUER has an agreement with MasterCard/VISA/JCB/American Express whereby the CARD bearing their respective labels shall at all times be honored in all their accredited establishments worldwide. For the Distribution CARD, the ISSUER has an existing Merchant Distribution CARD Agreement with the Merchant whereby the Distribution CARD shall be honored in connection with the COMPANY's and CARDHOLDERS' purchase of goods and services at the Merchant stores. However, ISSUER shall not be liable to COMPANY if, for any reason, any of such accredited establishments/MERCHANTS does not honor the CARD. The COMPANY agrees to hold the ISSUER free and harmless from any and all claims for damages as a result of the refusal of any accredited establishment/MERCHANT to honor the CARD.

Moreover, the COMPANY shall not hold the ISSUER responsible for any defective product or service purchased through the CARD. Any disputes between the COMPANY and the establishment shall not affect COMPANY's outstanding obligation to the ISSUER arising from the use of the CARD.

13. Merchant Controls. The COMPANY and/or CARDHOLDER may request upon APPLICATION that the ISSUER impose a merchant category code in respect of the CARD, the effect of which is to limit the type of merchant at which the CARDHOLDER can present the CARD for payments of goods or services (called a "restricted merchant"). The COMPANY acknowledges and agrees that in the event the ISSUER's electronic banking system malfunctions or electronic equipment malfunctions and a CARD is presented for payment of goods or services at a restricted merchant or the Transaction is below an amount which requires a restricted merchant to seek authorization, or the merchant category code requested is inconsistent with the merchant category code adopted by other financial institutions involved in providing access to the COMPANY's CARD Account through an electronic terminal causing a restricted merchant to be identified as other than a restricted merchant, then the CARDHOLDER will be liable for any Transaction amount occurring at a restricted merchant where a CARD is presented for payment of goods or services and irrespective of the amount of such a Transaction.

14. Monthly Billing Statement. The ISSUER will send both a Summary and an Individual Monthly Billing Statements ("MBS"). The Summary MBS will be sent to the COMPANY through the Authorizing Corporate Officer at the COMPANY's billing address as indicated in the APPLICATION or in the latest notice of change of billing address in the ISSUER's records. Unless stated otherwise in the agreement between ISSUER and COMPANY, the Individual MBS will be sent to the CARDHOLDER at the aforementioned COMPANY's billing address. The Corporate MBS shall indicate, among others, the individual amounts payable by the CARDHOLDER/s, as well as the sum total of these amounts. The Individual MBS shall indicate, among others, the individual transactions payable to the specific CARDHOLDER. Both MBS shall be examined by the COMPANY and CARDHOLDER not later than thirty (30) calendar days from Statement Date; otherwise, the COMPANY shall be deemed to have accepted the correctness and accuracy of the MBS. Statement Date is the regular statement cut-off date of all the CARDHOLDER's BDO Credit Card transactions. If statement date falls on a Friday, Saturday or a Holiday, statement date will be the preceding day or the following day after the official statement date.

In case of any billing error, discrepancy, or question, the COMPANY and/or CARDHOLDER shall immediately notify ISSUER in writing about it. If the Payment Due Date falls on a Saturday or Sunday or a holiday, payment must be made on or before the last working day prior to that date. In case of non-receipt of MBS, the COMPANY must immediately inform the ISSUER about it and ask for the amount due from the COMPANY, and that amount must be paid on or before the Payment Due Date. The COMPANY agrees that the obligation to pay the amount due on or before Payment Due Date is not in any manner dependent upon the receipt of the MBS; thus, whether or not the MBS is received, the COMPANY shall continue to be liable for the payment of the amount due, including accrued interests and finance charges. ISSUER's records of the amount due shall be conclusive and binding upon the COMPANY. The COMPANY authorizes ISSUER to provide its merchant partners with a copy of the MBS.

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

15. Finance Charge and Card Payment. No finance charge will be imposed if the COMPANY pays the Outstanding Balance in full on or before the Payment Due Date.

For the Proprietary CARD, the COMPANY can opt to (a) Pay the Minimum Payment Due, or (b) pay any amount less than the Outstanding Balance. The Minimum Payment amount is the sum of the 5% of the Outstanding Balance and the overdue balance or Php200, whichever of the latter two is higher. Should the COMPANY opt for any of these alternatives, the COMPANY shall be deemed as availing against their credit line with ISSUER and agrees to pay the corresponding finance charges.

In any event the COMPANY opts to pay any amount less than the Outstanding Balance or for Proprietary CARDS, at least the Minimum Payment amount, the COMPANY shall be deemed as delinquent and agrees to pay the corresponding finance charges and late payment charges. In any event, the COMPANY must pay the Outstanding Balance amount as indicated in the MBS, and the payment must be received by ISSUER on or before the Payment Due Date as indicated in the MBS.

A Finance Charge at ISSUER's prevailing rate will be imposed on the Outstanding Balance of the COMPANY's previous MBS and on all new transactions posted within the statement period, computed from the Post Date until the current Statement Date. Any unpaid amount as of the Payment Due Date shall be deemed payable on the next Payment Due Date. This is unless the COMPANY opts to re-avail from their credit line (if applicable) for the next billing cycle by paying an amount less than the Outstanding Balance but not less than the Minimum Payment Due.

The COMPANY agrees to pay the interest on all obligations at a rate determined by ISSUER. This rate is subject to change from time to time and the COMPANY will be advised about the change through the MBS.

The COMPANY agrees that check payments will be posted to the COMPANY CARD account on actual payment date. Such payment becomes part of the COMPANY CARD account's available balance only after the funds for it are cleared and actually collected by ISSUER.

16. Delinquency. The CARD account shall be deemed delinquent when the Outstanding Balance exceeds the Credit Limit or when the COMPANY is unable to pay the Outstanding Balance or for Proprietary CARDS, at least the Minimum Payment due on or before the Payment Due Date indicated in the MBS. In this event, ISSUER shall have the right to suspend or cancel the COMPANY's and CARDHOLDER's CARD privileges, and the COMPANY's Outstanding Balance shall become immediately due and demandable without notice or demand. The COMPANY shall continue to pay annual fees until the total obligation is fully settled. In case of delinquency, the COMPANY understands that his name will be reported or included in the negative listings of any credit bureau or institution.

17. Late Payment Charge. If no payment is received on or before the Payment Due Date indicated in the MBS or if payment made is below the Outstanding Balance or for Proprietary CARDS, at below the Minimum Payment amount, a Late Payment Charge as indicated in the MBS shall be imposed for every month of delay or a fraction of a month's delay. The COMPANY agrees to pay late payment charges and other charges for any unpaid amount due per card at a rate of 5% per month or Php300.00 for Corporate CARDS and Php500.00 for Commercial CARDS, whichever is higher. For dollar transactions, a late payment charge of 4.5% of the overdue amount or US\$6, whichever is higher. Unpaid Late Payment Charges shall form part of the Outstanding Balance and shall continue to incur finance charges every month until the balance is fully settled. ISSUER reserves the right to change the late payment charge rates as it may deem necessary.

18. Fees and Charges. Fees may be charged to the COMPANY's CARD account from time to time; they may include a finance charge, an annual membership fee, a cash advance fee, a lost CARD replacement fee, a returned check penalty fee, and other applicable fees. Such fees and the fees and charges mentioned elsewhere in these Terms and Conditions may be revised by ISSUER from time to time, and the COMPANY will be advised about such revisions.

19. Events of Default. At the sole discretion of ISSUER, CARDHOLDER shall be considered in default, irrespective of the reasons for its occurrence and regardless of whether it is voluntary or involuntary, when any of the following events occurs:

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- a. The COMPANY fails to pay on Payment Due Date any amount payable under these Terms and Conditions;
- b. The COMPANY's Outstanding Balance exceeds the assigned Credit Limit;
- c. False information is provided in the APPLICATION and other related documents or information required in the APPLICATION and other related documents is not disclosed;
- d. ISSUER receives any legal process against a substantial portion of the property, income, and assets of the COMPANY;
- e. The COMPANY's business operations are suspended or closed;
- f. The COMPANY and/or CARDHOLDER is charged with, convicted, or is under investigation by a competent government authority for violation of Republic Act No. 8484 (Access Devices Regulation Act of 1998) or the Revised Penal Code (RPC) of the Philippines or any other penal laws or regulations; or when ISSUER finds prima facie evidence to charge the COMPANY and/or CARDHOLDER with a violation of any of the provisions of the said laws or regulations; or
- g. The COMPANY fails to pay any other amount due and owed to ISSUER or its Related Companies or both, or else fails to fulfill any other undertakings or obligations to ISSUER or its Related Companies, or both;
- h. CARDHOLDER makes use of the CARD for fraudulent, unlawful or unauthorized purpose/s or transaction/s.

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

- a) The entire unpaid obligation and all other fees, charges, and amounts payable to ISSUER under these Terms and Conditions shall become due and payable without demand, protest, or further notice of any kind, all of which will be deemed expressly waived by the COMPANY. Any action made by ISSUER which may be construed as demand or notice shall not in any way serve as an amendment or modification of this provision;
 - All monies, securities, and things of value that are now or may hereafter be in the hands of ISSUER or any of its Related Companies or both, on deposit or otherwise to the credit of or belonging to the COMPANY, shall be deemed assigned to ISSUER effective upon the occurrence of default. The ISSUER is also authorized, without need of notice to the COMPANY, to automatically debit his or her deposit account for such amount as may be sufficient to cover full payment of the outstanding balance, or to sell at public or private sale such securities or things of value owned by the COMPANY, and then to apply the proceeds of such sale to any outstanding obligation of the COMPANY;
 - Any funds of the COMPANY that may now or later be in the hands of the ISSUER or any of its Related Companies will be applied and set off against any amounts due and payable on its CARD account.
 - The ISSUER shall have the right to revoke the COMPANY/CARDHOLDER's right to use all or any CARDS and/or terminate, cancel, and/or suspend any or all existing credit line/s or credit facility/ies of the COMPANY with the ISSUER or its Related Companies, as well as disallow or withhold any COMPANY drawdown or avancement and/or other rights and privileges of COMPANY under such credit line/s or credit facility/ies.
- The COMPANY hereby gives ISSUER and its Related Companies full power and authority to implement the foregoing acts.

21. **CARD Suspension, Cancellation, Withdrawal, Termination, and Nonrenewal.** ISSUER may, at its exclusive option and without notice to the COMPANY, suspend, cancel, withdraw, or terminate the CARD or its privileges at any time, for whatever reason, or not to allow renewal of the CARD upon expiry. In such case, any outstanding credit avancement at such time shall be considered due and demandable without need of notice to the COMPANY. The ISSUER may at its exclusive option endorse an account to a collection agency as extension of its collection efforts. A notification letter shall be sent by the same to the CARDHOLDER at least seven (7) days prior actual endorsement to inform the latter of the full name and contact details of the agency which shall be assigned to collect any unpaid or past due amount and/or cost of collection or attorney's fee. If collection of any unpaid or past due amount is referred to a collection agency or enforced through court action, the COMPANY agrees to pay the costs of collection or attorney's fees, or both, equivalent to 25% of the unpaid balance (including all finance and penalty charges), in addition to whatever damages is incurred by ISSUER. An additional amount equivalent to 25% of the unpaid balance, exclusive of litigation expenses and judicial cost, shall be charged to the COMPANY as liquidated damages. Venue of any such action shall be in the proper courts of Metro Manila, at the option of ISSUER. The COMPANY agrees to hold ISSUER free and harmless from any claim for damages arising from or in connection with such termination, withdrawal, cancellation, suspension, or nonrenewal.

The COMPANY may, at any time, terminate the agreement under these Terms and Conditions by written notice to ISSUER. This is subject to the immediate payment or settlement of any and all obligations incurred in connection with the issuance of and use of the CARD, and the immediate perforation or destruction of the CARD by the COMPANY/CARDHOLDER. The COMPANY/CARDHOLDER agrees not to return or surrender the physical CARD to ISSUER. Otherwise, the COMPANY shall become liable to ISSUER for any and all fraudulent/unauthorized charges and transactions made on the CARD.

Should ISSUER allow the COMPANY to pay less than the full amount due, membership fee still apply and will be pro-rated until such time that the outstanding balance is paid in full.

22. **Limitations.** CARDHOLDER agrees not to use the CARD for the purchase of items or goods whose importation into the Philippines is disallowed under the provisions of CB Circular No. 1348 and all other circulars, laws, rules, and regulations pertaining to importation.

23. **Discretion.** Without giving any reason or notice, and without prejudice to the other provisions here, ISSUER has absolute discretion (a) to refuse to approve any proposed CARD transaction even if sufficient credit is available; (b) to terminate or cancel the COMPANY's and/or CARDHOLDER's right to use the CARD; (c) to increase or decrease the credit limit; (d) to refuse to reissue, renew, or replace the CARD; or (e) to introduce, amend, vary, restrict, terminate, or withdraw the benefits, services, facilities, and privileges in respect of or in connection with the CARD account, whether specifically relating to the COMPANY or generally to all or specific cardholders; or to do all of the above.

ISSUER may limit the number of CARDHOLDER's purchases that may be approved in one day. If ISSUER detects any unusual or suspicious activity on the CARD account, ISSUER may require the COMPANY/CARDHOLDER to contact ISSUER or temporarily suspend CARDHOLDER's credit privileges until ISSUER can verify the activity.

24. **Authorization and Indemnity for Telephone, Telex, and Facsimile Instructions.** The COMPANY authorizes ISSUER to rely upon and act in accordance with any notice, instruction or other communication (including those made pursuant to Sections 26 and 28 hereof) which may from time to time be, or purport to be, given by telephone, telex, facsimile, SMS, or other means by the COMPANY/CARDHOLDERS or on its/their behalf (the "Instructions") which ISSUER believes in good faith to have been made by the COMPANY/CARDHOLDERS or upon his Instructions or for its/their benefit, subject to the provisions of paragraphs 26 and 33 hereof. ISSUER, however, reserves the right to require the Instructions to be contained or sent in a particular form or the submission of supporting document/s, before it may decide to act thereon, or not to act upon the Instruction, if ISSUER has reasonable grounds therefor.

ISSUER shall be entitled to treat the Instructions as fully authorized by and binding upon the COMPANY and the CARDHOLDER/s, and ISSUER shall be entitled to take such steps in connection with or on reliance upon the Instruction as ISSUER 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.

The COMPANY/CARDHOLDER agrees that ISSUER may tape or otherwise record all telephone or other Instructions. The COMPANY/CARDHOLDER likewise agrees and expressly consents that such taped or recorded Instructions may be used by ISSUER against the COMPANY/CARDHOLDER or any third party, for any purpose, particularly as evidence in any proceeding, judicial or administrative.

In consideration of ISSUER acting in accordance with the terms of the instruction, the COMPANY/CARDHOLDER hereby irrevocably undertakes to indemnify ISSUER and to keep ISSUER indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses of whatever nature, arising out of or in connection with the implementation of the instruction.

Any instruction given by the COMPANY/CARDHOLDER/s to ISSUER may be treated by ISSUER as valid and effective until ISSUER receives from the COMPANY/CARDHOLDER/s a written notice terminating or withdrawing the same, save that such termination will not release the COMPANY/CARDHOLDER/s from the liability and indemnity obligation set forth above, with respect to any act performed by ISSUER in accordance with such instruction, prior to its termination/withdrawal.

25. **Corrections.** The COMPANY agrees that in the event of any reported error or fraudulent transaction, ISSUER reserves the right to make a correction in the MBS only after investigating and confirming such error or transaction within a reasonable time, in accordance with accepted and standard credit card business practices and procedures.

26. **Notices and Change of Address, Status, and Other Data.** Notices shall be deemed received by the COMPANY on the date of receipt if delivered by courier, after fifteen (15) days from posting, if sent by mail; or on the date of transmission, if sent by facsimile, short messaging service, or electronic mail. The COMPANY shall immediately notify ISSUER, through the ISSUER's designated Account Officer, of any change in residence, office or billing address, and other data previously indicated in the CARD application such as civil status, telephone number, and income. The COMPANY's mailing address should always be within areas specified by ISSUER, and in the event that the COMPANY's chosen mailing address is not accessible through mail or courier delivery, ISSUER shall have the option to use the other addresses provided by the COMPANY, if any. Until ISSUER is notified of such changes, it will continue to use the current COMPANY information and data on file with it.

The COMPANY must indicate a landline number in the preferred billing address provided in the credit card application. In case the indicated landline number cannot be successfully contacted, the COMPANY authorizes ISSUER to use the COMPANY's contacted or verified location as the billing address.

27. **Promotional Offers, Advertisements, and Surveys.** ISSUER may inform the COMPANY through its CARDHOLDER/s about its promotional offers through mail, e-mail, fax, short messaging service, telephone, or other means of communication. ISSUER may also allow its branches, subsidiaries, affiliates, agents and representatives, and third parties selected by any of them to offer specially selected products and services to the COMPANY and the CARDHOLDER through any of those same means of communication. For this purpose, ISSUER may transfer and disclose selected customer information to its branches, subsidiaries, affiliates, agents and representatives, and third parties selected by any of them.

The foregoing constitutes the COMPANY's and the CARDHOLDER's written consent for any transfer and disclosure of CARDHOLDER's name, address, contact details, and other relevant information to the entities and for the purposes enumerated above under applicable laws and regulations.

28. **Consent to Broadcast and Push Messaging.** The COMPANY and the CARDHOLDER consents to the sending by ISSUER and its Related Companies of broadcast and push messages as well as notices and announcements via broadcast messaging service, multimedia messaging service, and short messaging service as these terms are defined in the regulations of the National Telecommunications Commission (NTC). However, should the COMPANY/CARDHOLDER opt not to be sent such messages, he or she may make a request to that effect by calling the 24-hour BDO Customer Contact Center or by following the opt-out instructions regularly sent by BDO to CARDHOLDER. It is agreed and understood that unless and until ISSUER is in receipt of the COMPANY's/CARDHOLDER's opt-out request or of a written notice from the COMPANY/CARDHOLDER to that effect, the COMPANY's/CARDHOLDER's consent as given above shall be deemed continuing, valid, and effective.

29. **Compliance.** The COMPANY/CARDHOLDERS shall comply with all laws and regulations related to the use of credit cards, including his or her CARD, particularly the provisions of R.A. 8484 or the Access Devices Regulation Act of 1998.

30. **Limitation of Liability.** The COMPANY/CARDHOLDERS hereby agree to indemnify and render ISSUER, its directors, officers, employees, agents and assigns free and harmless from and against any claim, cause of action, suit, liability, and loss or damage of whatever nature that may arise as a result of or in connection with the use of the CARD or CARD account and the transactions made with it in the following instances:

- a) Disruption, failure, or delay relating to or in connection with the use of the CARD and/or the COMPANY's CARD account due to circumstances beyond the control of ISSUER; fortuitous events such as, but not limited to, prolonged power outages, breakdown in computers and communication facilities, computer-related errors, systems errors, systems enhancements, systems migration and integration, typhoons, floods, public disturbances and calamities, and other similar or related cases;
- b) Fraudulent or unauthorized utilization of the CARD and/or the COMPANY's CARD account due to theft, unauthorized disclosure, or breach of its security or confidentiality with or without CARDHOLDER's participation; or
- c) Inaccurate, incomplete, or delayed information received by ISSUER due to disruption or failure of any communication facilities or electronic device used for the CARD and/or the COMPANY CARD account.

In the event of any action filed against ISSUER for any cause whatsoever, the COMPANY agrees that ISSUER's liability shall not exceed the amount of Php1,000.00 or the reasonable actual and direct damages proven to have been suffered by the COMPANY/CARDHOLDER, whichever is the lesser. In no event shall ISSUER be liable for any special, consequential, or indirect damages suffered by the COMPANY/CARDHOLDER even if ISSUER has been advised of the possibility thereof.

The above provisions shall survive the termination, cancellation, or suspension of the right to use the COMPANY's CARD Account and/or CARD.

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

32. **Amendments.** ISSUER reserves the right to amend these Terms and Conditions at any time and for whatever reason if it may deem proper, and any such amendment shall be binding upon the COMPANY/CARDHOLDER upon notice by publication or other means of communication, electronic or otherwise. This is unless the COMPANY objects to those amendments by manifesting the intention to terminate his or her membership in writing and by perforating the physical CARD within five (5) days from notice of the amendment. Failure of the COMPANY to notify ISSUER about this intention to terminate his or her membership as provided, and CARDHOLDER's continued use of the CARD, or both, shall be construed as acceptance by the COMPANY of the amendments.

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

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

35. **Taxes, Fees and Expenses.** The COMPANY and the CARDHOLDER agrees to hereby jointly and severally assume for its CARD account any and all taxes, fees, and expenses that may be due or payable in connection with the issuance and use of the CARD or with any other credit facilities granted by ISSUER in connection with the CARD.

36. **Submission of ITR and Waiver of Confidentiality of Cardholder Information.** Before the CARD may be issued or upon its renewal or extension or upon the request of ISSUER during the CARD's effectivity, the COMPANY shall submit to ISSUER a copy of his or her most recent Income Tax Return ("ITR"), and most recent audited financial statements stamped "RECEIVED" by the Bureau of Internal Revenue ("BIR") or its authorized agent bank. The COMPANY likewise irrevocably authorizes ISSUER to obtain a copy of such ITR and accompanying financial statements or documents from the BIR or any reliable or competent source, and to conduct random verification with the BIR to establish authenticity of the ITR and its accompanying financial statements or documents. For this purpose, the COMPANY waives the confidentiality of COMPANY information in those documents.

37. **Cardholder Complaint.** Any complaint regarding the CARD or its use, or both, shall be communicated to the BDO Customer Contact Center. If ISSUER deems it necessary, ISSUER will conduct an investigation of the complaint for its prompt resolution and communicate its findings to the COMPANY. The COMPANY agrees to fully cooperate with any such investigation by providing the necessary or required data, information, and documents.

38. **No PDIC Coverage.** The COMPANY's CARD account is not a deposit account and is not covered by the Philippine Deposit Insurance Corporation (PDIC).