

TERMS AND CONDITIONS
GOVERNING THE ISSUANCE AND USE OF
PNB BUSINESS CREDIT CARDS

These Terms and Conditions shall consist of the guidelines, terms, and conditions in the use of the PNB BUSINESS CREDIT CARDS issued by the Philippine National Bank.

These Terms and Conditions, including any and all amendments thereto, shall be deemed incorporated in and read in conjunction with the application form of the Business Entity and the Cardholder, the Cards, the Table of Fees and Charges, the sales slips, and all other documents and instruments related to or required by the Bank for the issuance, use, and maintenance of the Cards, and the applicable programs and services offered by the Bank related to the PNB Business Credit Cards.

In consideration of the issuance of the Card by the Bank, the Business Entity and the Cardholder agree to faithfully comply with the following Terms and Conditions governing the issuance and use of the Card or any renewal or reactivation thereof:

DEFINITIONS:

As used herein, the following terms shall be defined as follows:

Bank or PNB:	Refers to the Philippine National Bank;
Card:	Refers to each Business Credit Card issued by the Bank under the PNB Business Credit Card program linked to the Business Account of the Business Entity;
Card Information:	Refers to any information pertaining to cards opened and maintained by the Cardholder with the Bank;
Cardholder:	Refers to the Business owner/Authorized officer or employee of the Business Entity to be issued a Business Credit Card under the PNB Business Credit Card program and who complied with qualifications and submission of documentary requirements of the Bank, including but not limited to, identification documents and application forms;
Business Entity:	Refers to a proprietorship, partnership, corporation, or any other duly organized juridical entity approved by the Bank to be issued the PNB Business Credit Card
Business Entity Authorized Representative :	Is an individual duly authorized by the Business Entity to represent it for this arrangement in Bank correspondences and documents;
Business Entity Account:	Refers to an account assigned by the Bank to the Business Entity under which the Business Credit Card is issued to the Cardholder;
Monthly Account Maintenance Fee:	Refers to the fee imposed to maintain closed accounts with overpayments;
Personal Information:	Refers to any information whether recorded in a material form or not, from which the identity of any individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual; and
SEC:	Refers to the Securities and Exchange Commission or any successor agency thereof.

1. ISSUANCE OF CARDS

- 1.1 The Business Entity and/or the Cardholder may qualify for membership under the PNB Business Credit Card program upon compliance with procedures and qualifications set by the Bank and submission of documentary requirements to the Bank.
- 1.2 The Business Entity and the Cardholder shall provide the Bank with copies of updated documents that the Bank may reasonably require from time to time, including but not limited to, the following:
 - (1) Properly accomplished and signed Business Credit Card Application Forms;
 - (2) Notarized Secretary's Certificate of the Board or Trustee's Resolution or the Partnership Resolution approving the application and issuance of the Card and appointing the authorized Cardholder, signed by the appropriate signatories thereto;
 - (3) Financial Statements for the last three (3) years audited by reputable accounting firms;
 - (4) Articles of Incorporation, Articles of Partnership, By-laws, Certificate of Business Name Registration, issued by the appropriate government agency, as applicable;
 - (5) Recent copy of General Information Sheet (as received by the SEC), as applicable;
 - (6) Notarized Joint and Solidary Agreement executed by the Business Entity's stockholder/s or member/s of the Board of Directors (each a "Director" and collectively the "Directors" (if corporation), Partner/s (if partnership), Spouse (if proprietorship), as applicable;
 - (7) Notarized Irrevocable Deed of Assignment of Bank Deposits of the Business Entity;
 - (8) Business Profile; and
 - (9) Duly executed Cardholder Information Sheet and Cardholder Agreement; and
 - (10) Other documents that the Bank may require in support of the Business Entity or Cardholder's application
- 1.3 Upon approval, the Bank shall assign a Business Entity Account in the name of the Business Entity. The Business Entity Account shall hold all accumulated purchase activities of the Card under it.
- 1.4 After Bank's approval, the Card shall be issued bearing the name of both the Business Entity and the Cardholder. The features, privileges, and credit limits assigned to the Card shall be in accordance with the agreement between the Bank and the Business Entity, subject to qualifications, documentary requirements, and pertinent bank policies of the Bank, and laws, rules and regulations applicable to the Cards, the Business Credit Card program, and credit cards.
- 1.5 The Business Entity and the Cardholder hereby unconditionally and absolutely authorize the Bank to issue, upgrade, or downgrade, at any time, the Card. The Bank shall promptly notify the Business Entity and the Cardholder of any such issuance, upgrade or downgrade of the Card.
- 1.6 The Card shall remain the property of the Bank. The Bank may require its suspension, termination, revocation, or cancellation at its reasonable discretion or if circumstances shall so warrant to protect the Business Entity, the Cardholder, and/or the Bank. The Card is non-transferable and will be accepted at accredited merchants only when properly signed and presented by the Cardholder whose name and signature are indicated on the Card.

2. CREDIT LIMIT

- 2.1 Upon approval of the Business Credit Card application, the Bank will assign a credit limit expressed in pesos, inclusive of the cash availment limit and retail transaction limit, which represents the maximum outstanding balance, and covers any installment transaction/s made using the Card. All the fees and charges incurred by the Cardholder may be charged to the Business Entity Account, which amount must not exceed the limits set by the Bank. The Bank reserves the right to amend the credit limit assigned from time to

time, at its discretion, subject to notice to the Business Entity. The Business Entity Account's credit limit shall be the credit limit assigned by the Bank to the Cardholder.

- 2.2 The Bank shall determine the percentage limit for the cash availment and card transactions of the Business Credit Card. The sum of the total limits shall not exceed the total credit limit assigned to the Business Entity Account.

3. MEMBERSHIP FEES

- 3.1 The Business Entity and/or the Cardholder shall pay a non-waivable membership fee for the issued Card upon activation thereof and annually thereafter, in such amounts as set forth in the Table of Fees and Charges or as notified by the Bank, for the use of the Card and/or the other facilities and services which may from time to time be made available to the Cardholder and the Business Entity. Annual membership fees shall be charged to the Business Credit Card's credit limit and shall form part of the relevant Card's outstanding balance. Unpaid annual membership fees shall incur charges and penalties in accordance with the Table of Fees and Charges set forth herein or as notified to the Cardholder and the Business Entity from time to time.
- 3.2 All paid annual membership fees are non-refundable, notwithstanding the termination or suspension of credit privileges or the surrender of the Card by the Business Entity and/or Cardholder before the expiry date.
- 3.3 The annual membership fee shall cover the administrative costs incurred by the Bank for the issuance and maintenance of the Card and the enjoyment by the Business and the Cardholder of the benefits of different programs subscribed to.
- 3.4 Renewal of the Card shall be at the Bank's exclusive option. The fee/s imposed by reason of such renewal shall be charged against the Card's credit limit, at the rates set forth herein or notified to the Cardholder/Business Entity from time to time.

4. USE OF THE CARD

- 4.1 The use of the Card is restricted to the Business Entity and its authorized Cardholder and subject to these Terms and Conditions. The Card shall remain valid until its expiry date as indicated on the Card.
- 4.2 The use of the Card shall not earn rewards points when used for purchases, availed services (including those payable in installments), cash availments and all fees and charges on the Card under the Business Entity Account.
- 4.3 The Cardholder must sign the Card immediately upon receipt and should not permit any other person to use the Card and will, at all times, safeguard the Card and any Personal Identification Number (the "PIN") issued, and keep it under his/her personal control.
- 4.4 The signing and/or use of any Card product/s shall constitute conclusive proof of consent of the Business Entity and the Cardholder to be bound by these Terms and Conditions. The Business Entity and the Cardholder agree to hold the Bank free and harmless from any and all liabilities in connection with such signing and/or use.
- 4.5 The Business Entity and the Cardholder shall assume full responsibility for all transactions made through the use of his/her Card, whether or not made with his/her knowledge or authority. The Cardholder shall indemnify and hold the Bank harmless in respect of any and all damages, losses, costs (including costs on a full indemnity basis) and expenses suffered or incurred by the Bank and/or any third party by reason of any breach or non-compliance by the Cardholder of the terms and conditions herein, or by the Bank enforcing any of the terms and conditions herein or preventing any breach thereof.

5. CASH AVAILMENT

- 5.1 The Business Entity and the Cardholder, in good credit standing, may utilize the Cash Availment Facility of the PNB Business Credit Card. All cash availment applications shall be subject to the Bank's review and approval.

- 5.2 The amount to be availed shall be a minimum of P10,000.

- 5.3 The Cardholder must accomplish the cash availment application form and submit the same to any PNB Branch, along with the documentary requirements.

- 5.4 The total cash availments, inclusive of interest, must not exceed the Business Entity Account's cash availment limit, which is assigned by the Bank at the time of approval of the Card.

- 5.5 The approved amount shall be credited to the cardholder's designated PNB Deposit Account.

- 5.6 There will be a processing fee for every approved Cash Availment application, which will be charged to the cardholder's credit card account and part of the cash availment limit.

- 5.7 The approved cash availment principal amount and interest shall form part of the Business Entity's and Cardholder's obligation to the Bank. Furthermore, the cash availment amount, inclusive of the interest shall be part of the cash availment limit at the time of approval.

- 5.8 The monthly amortization due under the cash availment shall be part of the total amount due in the Statement of Account (SOA) of the Card. Should the Cardholder choose to pay only the minimum amount due or any amount below the total amount due, all amounts paid shall be applied as payment to the amortization due under the cash availment. The unpaid portion of the amortization shall be subject to regular fees and charges.

- 5.9 In case of early termination of the cash availment, for any reason, the Bank shall impose a five percent (5%) processing fee based on the remaining unpaid principal amount or a fee of Php500, whichever is higher. The unpaid total amount plus applicable fees shall be posted back as a regular straight transaction on the Business Entity Account.

- 5.10 The early termination fee is non-waivable.

6. ACCREDITED MERCHANTS

- 6.1 The Bank shall not be liable to the Business Entity and the Cardholder if, for any reason, the Card is not honored or accepted by any local or foreign merchant, bank, financial institution or any other person, notwithstanding the availability of credit in favor of the Business Entity and the Cardholder.

- 6.2 Furthermore, the Business Entity and the Cardholder agree to hold the Bank free and harmless from any and all claims for damages as a result of the failure of any accredited merchant or any acquiring institution, or of Mastercard, to honor the Card.

7. OVERLIMIT

- 7.1 The Business Entity and the Cardholder shall keep track of their total obligations so as not to exceed the approved credit limit of the Business Entity Account at any given time. The indication of a credit limit on the Card shall not relieve the Business Entity and the Cardholder from liability for all purchases, fees and charges in excess of said credit limit.

- 7.2 For the protection of the Business Entity, the Cardholder, and the Bank, Card privileges may be suspended or any transaction thereof declined if the credit limit will be or has been exceeded. The Bank reserves the right to charge an over limit fee per over limit event in such amounts as may be fixed and set forth herein or as notified by the Bank.

- 7.3 The Bank may demand immediate payment of the amount in excess of the credit limit or of all amounts outstanding. The use of the Card in excess of such credit limit, without the prior approval of the Bank, shall be considered as a fraudulent act of the Business Entity and the Cardholder.

8. INCREASE/DECREASE IN CREDIT LIMIT

- 8.1 The Business Entity and the Cardholder hereby unconditionally and absolutely authorize the Bank to approve, at its exclusive option, any increase or decrease in the credit limit of the Business Entity Account applied for by the Business Entity or effected by

the Bank based on the Business Entity/Cardholder's handling or history of the Business Entity Account.

- (3) Amount of the error; if any;
- (4) A description of the error;
- (5) Signature of the Business' authorized representative as per Bank records;
- (6) Signature of the Cardholder (if not the same with the authorized representative)

9. LIABILITY OF THE BUSINESS AND THE CARDHOLDERS

- 9.1 The Business Entity and the Cardholder shall be jointly and severally liable to pay for all purchases, availed services (including those payable in installments), cash availments and all fees and charges on the Card under the Business Entity Account, whether made in the Philippines or abroad, including, but not limited to, the non-refundable fees and charges and taxes required by the government (collectively the "Charges"), made and imposed through the use of the Card, without necessity of proof of a signed charge slip or other documents.
- 9.2 The Business Entity and the Cardholder shall be solidarily liable to pay for the aggregate Charges under the Business Entity Account.

10. BILLING

- 10.1 All Charges made in currencies other than Philippine Pesos shall, in accordance with the Bank's procedures, be automatically converted to Philippine Pesos at the Mastercard currency conversion rate plus the Bank's mark-up rate in effect at the time the transaction is posted, which amount represents the Business Entity's/Cardholder's payment to the Bank for the purchase and payment on the Business Entity's/Cardholder's behalf of the foreign currency necessary to discharge the amounts due to foreign merchants.

11. STATEMENT OF ACCOUNT (SOA)

- 11.1 The Business Entity and the Cardholder will be furnished with a monthly Statement of Account ("SOA") which will be sent via email address on record. If the Business Entity or the Cardholder insists that the SOA be sent to it via mail or courier, a corresponding fee will be charged to the Business Entity or the Cardholder that requested it, and such fee will be included in the account's total amount due.
- 11.2 The Business Entity and the Cardholder will be furnished with a monthly SOA that shall include transaction details, outstanding balances, and the payment due date of the Business Entity Account.
- 11.3 The SOA shall be conclusively presumed to have been received by the Business Entity and the Cardholder during the applicable month unless they notify the Bank in writing of their failure to receive a copy of such within the first twenty (20) days after the due date.
- 11.4 The SOA shall likewise be conclusively presumed correct unless the Business Entity or the Cardholder notifies the Bank in writing of any error, within twenty (20) days from the statement date. Notwithstanding anything to the contrary, non-receipt or late receipt of the SOA shall not relieve the Business Entity and the Cardholder of their solidary obligation to pay the amounts due on the Card on payment due date.
- 11.5 If the Business Entity or the Cardholder notifies the Bank of an error in the SOA, the Business Entity and the Cardholder shall not be liable to pay the disputed amount while the Bank is investigating, but the Business Entity and the Cardholder are liable to pay such portion of the total amount due which is not in dispute on or before the payment due date. The Bank shall treat the disputed amount as an outstanding availment against the credit line.
- 11.6 If, after investigation, the Bank concludes that there is an error in the SOA, the Business Entity and the Cardholder will not be liable to pay finance charges related to the disputed amount only. Otherwise, the Business Entity and the Cardholder are solidarily liable to pay the disputed amount, as well as the corresponding finance charges due.
- 11.7 All written communications, requests or reports on any error in the SOA must be sent by the registered mail to the address indicated in the SOA or personally delivered to the Bank, and should contain the following information:
 - (1) Name and Business Account of the Business;
 - (2) Name and Card number of the Cardholder;

All other pertinent documents must be submitted to the Bank via mail, fax, email or personal delivery.

All other Terms and Conditions stated in the monthly SOA shall form an integral part of these Terms and Conditions.

12. MODES OF PAYMENT

- 12.1 All Charges shall be paid by the Business Entity and the Cardholder, via an Automatic Debit Arrangement (ADA) through its deposit /placement account with the Bank on or before the due date indicated in the SOA, without necessity of demand.
- 12.2 In special cases, the Bank, at its discretion, may also accept other modes of payment, such as but not limited to, post-dated checks (PDCs), on or before due date indicated in the SOA, without the necessity of demand.

13. CARD PAYMENT

- 13.1 In the monthly SOA given to the Business Entity and the Cardholder, the Business Entity and the Cardholder shall be liable to pay the total amount due shown therein to be outstanding as of the date of the SOA.
- 13.2 Payments must be paid in Philippine Pesos.
- 13.3 The unpaid statement amount due will be considered delinquent if unpaid after the payment due date. The Business Entity and the Cardholder shall then be solidarily liable to pay late charges, penalty, interest and other charges that the Bank may impose, as applicable.
- 13.4 The Business Entity and the Cardholder shall, without need of further notice from the Bank, pay for the aggregate Charges under the Business Entity Account should the Business Entity and the Cardholder be unable to pay for any reason.

14. APPLICATION OF PAYMENT

In case of partial payment of the Credit Card balances, the same shall be applied to the Credit Card account on normal status in the following order:

- 14.1 Late Payment Penalty Charge & other applicable charges
- 14.2 Retail Membership Fee billed
- 14.3 Retail Service Fees billed
- 14.4 Retail Finance Charge
- 14.5 Retail billed (including cash availment/installment), retail installments)
- 14.6 Unbilled Late Payment Penalty Charge & other applicable charges
- 14.7 Unbilled Retail Membership Fee
- 14.8 Unbilled Retail Service fees
- 14.9 Unbilled Retail Finance Charge
- 14.10 Retail unbilled (including installments)

15. OVERPAYMENTS

- 15.1 Overpayments shall be applied to succeeding Card Charges. Should a refund be requested, the Bank may impose applicable refund fees. In case of overpayments on closed accounts, a Monthly Account Maintenance Fee, in such amounts as may be fixed in accordance with the Table of Fees and Charges herein or notified by the Bank, shall be charged until the credit balance is zeroed out.
- 15.2 Overpayments shall not earn interest. The Business Entity and the Cardholder also authorize the Bank, without any obligation on its part, to apply the payments made by the Business Entity and/or the Cardholder, or amounts due the Business Entity and/or the Cardholder resulting from overpayments, to any of the Business Entity's/ Cardholder's outstanding obligations with the Bank.

16. FINANCE CHARGES

- 16.1 If the Business Entity and the Cardholder fail to pay the total amount due or pay only any amount less than the total amount due on or before the payment due date, the Business Entity and the Cardholder shall be deemed as availing against their credit limit and agree to pay the finance and other charges, as announced by the Bank, plus any applicable taxes and charges required by the government on such charges.
- 16.2 If the Business Entity and the Cardholder pay the total amount due on or before the payment due date no finance charge shall be imposed.
- 16.3 Finance charge shall be computed using the latest published finance charge rate (Interest Charge Rate) on the following:
- (a) Previous balance as reflected on the current statement of account from the date after the previous statement date to the date before the payment posting date (if payment is made on or before the current statement date) or up to the current statement date (if no payment is made).
PLUS (if payment/s is made)
 - (b) Previous balance minus payment amount from payment post date to the current statement date.
- Any amount unpaid as of the payment due date shall be deemed payable on the next billing cycle unless the Cardholder opts to re-avail of his/her credit line for the next billing cycle by paying an amount less than the total amount due but not less than the minimum amount due. Finance charge rates may change and shall be advised from time to time.

17. LATE PAYMENT FEE

- 17.1 Apart from other applicable charges and taxes, a late payment fee will be charged on the next billing statement in case of non-payment, payment after the due date, or payment below the Minimum Amount Due.
- 17.2 Late payment fee will be imposed using the latest published Late Payment Fee.
- 17.3 Finance charge will be imposed using the latest published Finance Charge Rate for the remaining unpaid balance regardless of past due status.

18. DISHONORED CHECK PAYMENTS

- 18.1 In the event of dishonor of check payments, there shall be imposed a prevailing returned check fee plus applicable actual bank charges. The imposition of said charges shall be without prejudice to the right of the Bank to prosecute the check drawer/issuer for violation of applicable laws, to consider all charges due and demandable, and to suspend or terminate the Card.

19. DEFAULT

- 19.1 Failure of the Business Entity and the Cardholder to pay the total amount due up to the next billing cycle shall constitute default. In case of default in any of the Business Entity's or the Cardholder's obligations, the Bank may, at its sole discretion and without need of further notice, terminate the use of all the Card privileges of the Business Entity and the Cardholder for their Card accounts with the Bank.
- 19.2 The Business Entity and the Cardholder shall be considered in default in the following events:
- (a) The Business Entity and the Cardholder fail to pay on the payment due date any of their payment obligations;
 - (b) The Business Entity and the Cardholder's outstanding availments exceed their credit limit;
 - (c) Any creditor tries, by legal process, to take the money or any property of the Business and the Cardholder with the Bank or its subsidiary or affiliates;
 - (d) The Business Entity and the Cardholder apply for voluntary or involuntary relief under the Insolvency Law or other bankruptcy laws;
 - (e) The Bank believes, on reasonable grounds and at its sole discretion, that it was induced by fraudulent

misrepresentation to grant the Card or other credit facility in favor of the

- Business Entity and/or the Cardholder;
- (f) The Business Entity and the Cardholder's whereabouts become unknown to the Bank upon failure to pay any of his/her payment obligations in one or more Cards and other credit facilities;
 - (g) The Business Entity and/or the Cardholder fail to observe any of the Terms and Conditions governing the issuance and use of the Card;
 - (h) The Business Entity and/or the Cardholder fail to observe any of the Terms and Conditions of any contract or evidence of indebtedness and/or other related documents which Business Entity and/or the Cardholder executed or which were otherwise issued by the Bank in connection with any credit or loan facilities granted by the Bank or its other foreign branches or subsidiaries or affiliates, or another financial institution or other lender in favor of the Business Entity and/or the Cardholder;
 - (i) The Business Entity and/or the Cardholder is charged with, convicted of, or under investigation by competent government authority for violation of Republic Act 8484 (Access Devices Regulation Act of 1998), or the Bank has prima facie evidence to charge the Business Entity and/or the Cardholder with a violation of any of the provisions of the said law or the Cardholder(s) has been convicted of a crime involving moral turpitude;
 - (j) The Business Entity is dissolved, suspends or ceases business operations and/or the Cardholder dies or becomes mentally incapacitated.

20. POWER OF ATTORNEY

- 20.1 Upon the occurrence of any event of default or any breach of the Terms and Conditions hereof, the Business Entity and the Cardholder hereby constitute the Bank as their Attorney-in-Fact with full power and authority to do all acts and deeds whatsoever in or about its/his/her property and affairs in addition to and other than those herein granted. The Business Entity and the Cardholder hereby ratify and confirm all such acts and deeds as may be done or performed by the Bank under this authority.

21. OFFSETTING

- 21.1 The Business Entity and the Cardholder agree that the use of the Card will subject its/their deposit/s with the Bank to be offset against any amount/s due and payable on its/their Card which have not been paid in accordance with these Terms and Conditions, or upon default or delinquency.
- 21.2 For this purpose, the Business Entity and the Cardholder hereby authorize and irrevocably constitute the Bank as their Attorney-in-Fact with full power and authority to inquire about and assert the Bank's lien or legal claim on the Business Entity's and the Cardholder's deposits, money market/trust placements, stocks, bonds and other assets in the possession, custody or control of the Bank or its domestic and foreign branches, subsidiaries and affiliates and to apply all or part of the deposits, money market/trust placements, stocks, bonds and other assets to offset the obligations of the Business Entity and the Cardholder.
- 21.3 Pursuant to the authority granted to the Bank herein, the Business Entity and the Cardholder expressly authorize the disclosure by the Bank's domestic and foreign branches, subsidiaries and affiliates of any information related to the funds or properties of the Business Entity and the Cardholder in their custody in favor of the Bank.
- 21.4 In the event that any funds of the Business Entity and the Cardholder are held by the Bank, the Bank reserves the right to retain such funds for the period of at least forty-five (45) days following the Card being cancelled or terminated and returned to the Bank and the Card account being closed.
- 21.5 If there are unpaid obligations under the Card, the Bank is authorized by the Business Entity and the Cardholder to automatically apply said funds to the settlement of the unpaid obligations. The Bank is not precluded from

availing of other remedies in case the funds are insufficient to settle the said obligation.

22. TAXES, FEES AND EXPENSES

22.1 Any and all taxes, fees and expenses which may be due or payable in connection with the Card or any credit facilities granted by the Bank in connection therewith are for the account of the Business Entity and the Cardholder, if any. In case it is necessary to collect the total obligations through an Attorney-at-Law or collection agency, the Business Entity and the Cardholder, jointly and severally, shall pay a percentage of the amount due as set and announced by the Bank, as Attorney's or collection fees, in addition to cost and other litigation expenses.

23. BANK'S LIABILITY FOR DAMAGES

23.1 In any action arising from this agreement or incidental thereto, which the Business Entity and the Cardholder, or any party on his behalf may file against the Bank, the Bank's liability shall not exceed the amount of One Thousand Pesos (P1,000.00), or the actual damages proven, whichever is lesser. The Bank shall not be liable for any defects in or any other dispute concerning the goods purchased or services availed of through the use of the Card. Any complaint on the goods and services shall be referred directly to the merchant.

24. LIMITATIONS OF THE CARD

24.1 The Business Entity and the Cardholder agree not to use the Card for the purchase of items/goods for importation into the Philippines which are subject to the provisions of BSP Circular No. 1389, as amended, and all other circulars, laws, rules and regulations pertaining to importation.

24.2 Likewise, the Business Entity and the Cardholder agree and warrant that the proceeds of any availment abroad shall not be used for foreign investments or the payment of foreign loans or in violation of any existing foreign currency exchange rules and regulations. The Business Entity and the Cardholder further warrant that they shall not use the Card account nor settle its/their Card obligations in violation of R.A. 9160, as amended by R.A. 9194 and its Implementing Rules and Regulations.

24.3 The Card is subject to pertinent laws, rules and regulations, including but not limited to, the provisions of Republic Act No. 950, otherwise known as the "Anti-Money Laundering Act of 2017", as amended, and implementing rules and regulations thereof. The Business Entity and the Cardholder hereby render the Bank free and harmless from any and all liability for any action it will take or has taken or for refraining from taking any action in compliance therewith.

25. DISCRETION

25.1 The Business Entity and the Cardholder acknowledge that to protect the Business Entity and the Cardholder or the Bank, or for reasons as reasonably determined by the Bank, and without prejudice to the other provisions hereof, the Bank may (a) disapprove any proposed Card transaction, and cash availment even if there is sufficient credit available; (b) suspend, terminate or cancel the Business Entity's and Cardholder's right to use the Card; (c) increase or decrease the credit limit; (d) refuse to re-issue, renew or replace the Card and/or (e) introduce, amend, vary, restrict, terminate or withdraw the benefits, services, facilities, and privileges with respect to or in connection with the Business Entity Account.

25.2 The grant of the purchase, cash availment, or installment transaction are subject to approval of the Bank. The Bank has the right to reject the purchase, cash availment, or installment transaction if, in its discretion, such transactions are not qualified or under dispute or rejected in order to protect the Business Entity, the Cardholder, or the Bank.

25.3 The Bank may limit the number of purchases, or other Card transactions which may be approved in one day.

If the Bank detects any unusual or suspicious activity on the Card, it may require the Business Entity and the Cardholder to contact the Bank or temporarily suspend the Business Entity's and the Cardholder's credit privileges until the Bank can verify the activity.

25.4 The Bank may likewise approve purchases, or other Card transactions, which in the aggregate cause the balance to exceed the credit limit without waiving any of the Bank's rights hereunder.

26. SUSPENSION, CANCELLATION, REVOCATION, WITHDRAWAL OR TERMINATION

26.1 In case of the occurrence of circumstances such as but not limited to the Business Entity's or the Cardholder's default, nonpayment, financial incapacity, change in personal and/or economic circumstance, change in residency status or country or territory of stay, failure to provide additional documents requested by the Bank, misrepresentation, and fraud, the Bank has the right to suspend, cancel, revoke, withdraw, or terminate any Card issued and/or privileges at any time.

26.2 In such cases, any outstanding availment as of the time of the suspension/cancellation/revocation/withdrawal/termination shall be considered immediately due and demandable and the Bank may, at its sole reasonable discretion, initiate collection from the Business Entity and the Cardholder of the closing balance and all unposted availments in full, and/or refer collection to a third party.

26.3 The Business Entity and the Cardholder agree to hold the Bank free and harmless from any claim for damages arising from such suspension, cancellation, revocation, withdrawal, or termination. Continued use of the Card after such suspension, cancellation, revocation, withdrawal or termination is deemed fraudulent. The Bank reserves the right, at its sole and absolute discretion, to reactivate or restore the Card and/or its privileges, whether or not the circumstances giving rise to the restraint, suspension, cancellation, withdrawal or termination have ceased or have been rectified, subject to compliance by the Business Entity and/or the Cardholder of the requirements by the Bank as may have been requested by the Bank.

26.4 Upon the death, bankruptcy, or insolvency of the Business Entity and the Cardholder or when the whereabouts of the Business Entity and the Cardholder become unknown to the Bank, the Card shall be terminated or cancelled.

26.5 The Business Entity may, at any time, terminate the arrangement by a written notice to the Bank subject to the immediate payment or settlement of any and all obligations incurred in connection with the issuance of the Card. Disposal of the Card will be for the account of the Business.

27. CARD EXPIRY & RENEWAL

27.1 Unless earlier terminated or cancelled, the Card shall be valid up to the last day of the month indicated on the Card. Renewal of the Card will be at the sole discretion of the Bank. Continued use of the Card after termination, cancellation, suspension, and non-renewal shall be considered as a fraudulent act of the Business Entity and the Cardholder.

27.2 The Bank may change the Card number and/or expiry date when issuing a replacement card to the Cardholder. The Business Entity and the Cardholder are solely responsible for communicating this change to any party with whom the Business Entity and the Cardholder may have payment arrangements. The Bank will not be responsible for any consequences arising from declined transactions, whether submitted under the old card number or otherwise.

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

28. LOST OR STOLEN CARD

- 28.1 If the Card is lost or stolen, the Business Entity and/or the Cardholder must immediately report its loss to our 24/7 Customer Service Hotline at (+632) 8818 9818 or Domestic Toll Free 1800 10 818 9 818. The Business Entity and the Cardholder shall continue to be liable for all usages prior to the Bank's receipt of advice of the fact of the Card's loss or theft, including but not limited to, fraudulent transactions and/or forged signature by any person. The Business Entity and the Cardholder continue to be liable for all the obligations incurred through the use of the Card until expiration of ten (10) regular working days from date of such written notification of loss.
- 28.2 Within one (1) day after reporting the loss of the Card, the Business Entity and the Cardholder undertake to submit an affidavit of loss to the Bank during regular working hours stating the place, date and circumstances of the loss and last purchases made prior to the loss.
- 28.3 Should the Business and/or the Cardholder fail to report immediately in writing the loss of the Card to the Bank after discovery and to state the required information as to place, date and last purchase made, it shall be deemed proof that the Business Entity and the Cardholder fraudulently made use of the Card and the Bank or its affiliated merchants shall be rendered free and harmless for any/all liabilities arising out of the loss or theft of the Card.
- 28.4 Cardholder's request for replacement of lost Cards may be done only through the Business Entity's authorized representative, and upon submission of documents that the Bank may require to substantiate the Cardholder's claim for loss. The Bank shall not accept lost Card replacement request from other employees.
- 28.5 Replacement Cards will be delivered to the Business Entity's authorized representative for distribution to the Cardholder.
- 28.6 A card replacement fee, in such amount as the Bank may advise and announce, shall be charged to the Business Entity and the Cardholder to cover the replacement of the Card/s and the costs in disseminating information about the loss or theft.

29. BLOCKED CARD

- 29.1 The Bank shall have the right to automatically suspend or block the Card if the circumstances warrant, such as but not limited to: (i) if the Bank has reason to believe that the Business Entity Account may have been acquired in a fraudulent manner; (ii) the Card may have been used fraudulently, or may be in the possession of an unauthorized party; (iii) The Business Entity Account may have been used in any fraudulent or suspicious transaction or by an unauthorized person.
- 29.2 The Business Entity and Cardholder acknowledge the authority of the Bank to immediately suspend or block the Card under the above circumstance and shall hold the Bank free and harmless against any and all consequences of such suspension or blocking, or any loss or damage which the Business Entity and the Cardholder may suffer as a result thereof.

30. DISHONOR OF CARD/DEFECTIVE PURCHASES

- 30.1 The Business Entity and the Cardholder, agree to hold the Bank, its officers and employees free and harmless from any liability arising from the failure of any accredited establishment to honor the Card or from the defect of or flaw in any merchandise or services purchased/obtained. The Business Entity and the Cardholder's liability to the Bank is absolute, and the existence of any dispute with any accredited establishment shall not, in any manner, affect their outstanding obligations.

31. AUTHORIZATION AND INDEMNITY FOR ELECTRONIC INSTRUCTIONS

- 31.1 The Business Entity and the Cardholder authorize the Bank to rely upon and act in accordance with any notice, instruction or other communication, which may,

from time to time be, or purport to be, given by telephone, mobile phone, text messages, telex, facsimile, e-mail or other electronic means, by the Business Entity and the Cardholder or on its/his/her behalf, which the Bank believes, in good faith, to have been made by the Business Entity and the Cardholder or upon his instructions or for his benefit.

- 31.2 The Business Entity and the Cardholder acknowledge that the sending of information through such text, fax, e-mail or other electronic means are not fully secure and may be intercepted by third parties. The Bank shall not be liable in the event that the Business Entity and the Cardholder suffer any loss or damage as a result of personal information sent through such means upon the instructions of the Business Entity and the Cardholder.
- 31.3 The Bank shall be entitled to treat the instructions as fully authorized by and binding upon the Business Entity and the Cardholder, and the Bank shall be entitled to take such steps in connection with or on reliance upon the instructions as the Bank 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.
- 31.4 In order for the Bank to render prompt and accurate service, the Business Entity and the Cardholder authorize the Bank to record (without the Bank being necessarily obligated to do so) any and all telephone conversations with the Business Entity's representative and/or the Cardholder, whether initiated by the Bank or by the Business Entity and the Cardholder, including without limitation, the Business Entity's and the Cardholder's instructions, statements, complaints, inquiries and the Bank's advice and reminders in relation to the Cardholder/Business' Card account with the Bank.
- 31.5 The Bank may use these recordings for any purpose in any proceeding. The Business Entity and the Cardholder further agree to waive any right under the Anti-Wire Tapping Act (Republic Act No. 4200) or any amendments thereto, or any similar law or regulation.
- 31.6 In consideration of the Bank acting in accordance with the terms of this authorization and indemnity, the Business Entity and the Cardholder hereby irrevocably undertake to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the instructions.
- 31.7 This authorization and indemnity shall remain in full force and effect until the Bank receives from the Business Entity and the Cardholder a written notice terminating the same save that such termination will not release the Business Entity and 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.

32. TELEPHONE COMMUNICATIONS

- 32.1 The Business Entity and the Cardholder agree that by calling or accepting calls from the Bank or its telemarketing service provider, the Bank or its telemarketing service provider may, at its sole option and discretion, record all the Business Entity's and/or Cardholder's telephone communications.
- 32.2 The Business Entity and the Cardholder likewise agree that such taped or recorded instructions may be used by the Bank or its telemarketing service provider against the Business Entity and the Cardholder or any third party, or replayed or communicated to any third party, for any purpose, particularly as evidence in any proceeding, whether judicial or administrative.
- 32.3 The Bank or its telemarketing service provider shall not be liable for any loss, damage or expense which the Business Entity and the Cardholder may suffer, as a result of the Bank or its telemarketing service provider acting on any telephone instructions identified by its telemarketing service provider, after having established

the Business Entity representative's and Cardholder's identities through the verification process.

- 32.4 The Business Entity and the Cardholder agree to indemnify the Bank or its telemarketing service provider against any loss, damage, cost, expenses and fees (including legal fees on a full indemnity basis) which the Bank or its telemarketing service provider may suffer or incur arising from the Bank or its telemarketing service provider so acting.

33. ELECTRONIC NOTIFICATION

- 33.1 Notifications sent by the Bank to the Business Entity and the Cardholder via text messaging, telex, facsimile, e-mail or other electronic means using the number and address on record shall be deemed to have been sent to the Business Entity and the Cardholder himself/herself. As such, the Business Entity and the Cardholder hereby declare the Bank free and harmless from any liability, if the information contained in the electronic notification is, by any means, accessed by any party other than the Business Entity and the Cardholder.

34. DISCLOSURE OF INFORMATION

- 34.1 The Business Entity and the Cardholder hereby authorize and consent to the disclosure by the Bank of information about its/his/her account and credit standing to any of the Bank's domestic or foreign branches, subsidiaries and affiliates, other card companies, financial institutions or credit information/investigation companies, or to a court of competent jurisdiction or a government office or agency upon their order or for the purpose of verifying the authenticity of any documents submitted by the Business Entity and the Cardholder to the Bank, or to third party service providers assisting the Bank in the administration of its Card business or providing insurance for the Bank against the Business Entity's and Cardholder's default, fraud and unauthorized charges, or to collection agencies in case of default in payment by the Business Entity or the Cardholder.
- 34.2 The Business Entity and the Cardholder hereby authorize and consent to the transfer, disclosure or use of the Cardholder's Personal and Card information (including information that the Bank obtains from third parties, or other financial or non-financial institutions), wherever situated, or any competent regulatory/ies, prosecuting, tax or government authority/ies in any jurisdiction, domestic or foreign, for any lawful purpose such as business development, data processing, analysis, and management, surveys, product and services offers, card servicing, including rewards redemption and fulfillment, marketing activities, risk management purposes, collections purposes and reporting, use in employment checking (for financial institutions), and compliance with laws, regulations and policies on anti-money laundering sanctions.
- 34.3 The Business Entity and the Cardholder hereby authorize and give consent to the Bank and its offices, branches, subsidiaries, affiliates, agents, representatives, professional advisers, and third party service providers, to collect, process, store, record, organize, update, modify, block, erase, and destroy (collectively referred to as "process") Cardholder(s)' Personal or Card information with the Bank.
- 34.4 The Business Entity and the Cardholder agree that the above consent applies for the duration or and even after the cancellation of the card/s and will be effective despite any applicable non-disclosure agreement. The Business Entity and the Cardholder acknowledge that information relating to the Cardholder and the Card, including those which may be classified as "Confidential Information", may be transferred to jurisdictions which do not have strict data protection or data privacy laws. The Cardholder further declare to have provided any such notices, consents and waivers necessary to permit the Bank, offices, branches, subsidiaries, affiliates, agents, representatives, professional advisers, and third party service providers to carry out the actions described in this provision. The Cardholder agrees to hold the Bank, subsidiaries, affiliates, stockholders, officers, employees, agents, partners, and

representatives, free and harmless from any liability that may arise from the processing and use of Cardholder's Personal and Card Information or other information pertaining to Cardholder's cards or accounts with other financial and non-financial institutions.

- 34.5 The Business Entity and the Cardholder also consent to the retention of such information and data by the Bank, offices, branches, subsidiaries, affiliates, agents, representatives, professional advisers, third party service providers, processors of information and the compliance by said parties and processors with laws and regulations governing disclosure of information to which they are subject.

35. UPDATING OF INFORMATION

- 35.1 The Business Entity and the Cardholder undertake to notify the Bank of any additional means of communicating to the Business Entity and the Cardholder aside from those disclosed in the Business Credit Card Application Form and Cardholder Information Sheet, as well as any change in the Business Entity and Cardholder information, such as, but not limited to home, office or billing address, e-mail or telephone number, in order to avoid delays or failure in dissemination of communication pertinent to the Card.
- 35.2 In case the billing address is not accessible through mail or courier, the Bank has the option to use other addresses in the Bank's records. The Bank shall not be responsible for the consequences of the Business Entity's and Cardholder's inability to receive any SOA or the non-payment of its/his/her outstanding obligations under the Card as a result of its/his/her failure to timely notify the Bank of the change in the billing address or other Business Entity's and Cardholder's information.
- 35.3 The Business Entity and the Cardholder shall effect timely payment on the Card, particularly in case the Cardholder is indisposed, incapacitated, or is outside of the Republic of the Philippines. In each case, the Bank reserves its right to block or suspend the Card for failure or delay in payment.
- 35.4 If the Cardholder leaves the Republic of the Philippines to take up long-term or permanent residence elsewhere, the Card issued to the migrating Cardholder shall be returned to the Bank, fifteen (15) days prior to the Cardholder's departure and the said Card shall be deemed terminated and subject to the immediate payment in full by the Business Entity and the Cardholder to the Bank of all outstanding balances, obligations, and availments, posted or otherwise, under the Cards.
- 35.5 The Business Entity is responsible for the retrieval of the Cards from the Cardholder taking up long-term or permanent residence outside the Philippines. Such Cards shall be surrendered to the Bank.
- 35.6 The Business Entity and the Cardholder, pursuant to such undertaking, authorize the Bank, 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 receive information on how the Business Entity and the Cardholder can be contacted.
- 35.7 Should the Business Entity and the Cardholder be delinquent or be in default, the Bank reserves its right and the Business Entity and the Cardholder authorize the Bank, to pursue all means of communicating with the Business Entity and the Cardholder, including without limitation telephone messages, fax messages, mobile phone text messages, and other third party inquiries, to establish contact with the Cardholder.

36. PROMOTIONAL OFFERS

- 36.1 On occasion, the Bank may inform the Business Entity and the Cardholder about its promotional offers through mail, e-mail, fax, SMS or by telephone. The Bank may also allow its branches, subsidiaries, affiliates, agents and representatives and third parties selected by any of them and certain companies to offer specially selected products and services to the Business Entity and the Cardholder through mail, e-mail, fax, SMS, or by

telephone. For this purpose, the Bank may transfer and disclose selected customer information to its branches, subsidiaries, affiliates, agents and representatives and third parties selected by any of them and certain companies.

- 36.2 The Business Entity and the Cardholder hereby consent to the foregoing and for any transfer and disclosure of the Business Entity's and Cardholder's name, address, contact details and other relevant information to the Bank branches, subsidiaries, affiliates, agents and representatives and third parties selected by any of them and certain companies for the purposes indicated above and under applicable laws and regulations.

37. HANDLING CUSTOMER SERVICE COMPLAINTS OR INQUIRIES

- 37.1 For issues, concerns, or clarifications, including unauthorized transactions, the Cardholder may call PNB Cards Customer Service Hotline at (+632) 8818 9818 or DTF 1800 10 818 9 818, email at PNBCreditCards@pnb.com.ph or visit any PNB Branch nationwide. PNB shall investigate such issues or concerns raised and provide necessary feedback, clarification, resolution, updates, or resolution plan and target date of resolution to the cardholder within ten (10) banking days from receipt of concern.
- 37.2 The Cardholder is given up to thirty (30) calendar days from statement date to report any error or discrepancy in the billing statement.
- 37.3 In case a card is reported lost or stolen, any transaction made prior to reporting to PNB shall be for the account of the Cardholder.

38. REVISION OF TERMS AND CONDITIONS

- 38.1 The Bank may, at any time and for whatever reason it may deem proper, amend, revise or modify these Terms and Conditions, including the Business Entity Account credit limit and any such amendments shall bind the Business Entity and its Cardholder upon notice (by letter, publication, or otherwise) or on the date of effectivity as specified in the notice, whichever is earlier, unless the Business Entity objects thereto, by manifesting its intention to terminate its membership in writing and surrendering its Cards within fifteen (15) calendar days from notice of amendment.
- 38.2 Failure to notify the Bank of intention to terminate membership shall be construed as acceptance by the Business Entity and its Cardholder of the amendments hereto.

39. VENUE OF ACTIONS

- 39.1 The Business Entity and the Cardholder irrevocably agree that any legal action, suit or proceeding arising out of or relating to these Terms and Conditions may be instituted, at the option of the Bank, in any competent court in Pasay City or Makati City, Metro Manila, and the Business Entity and the Cardholder submit to and accept, with regard to any such action or proceeding for itself and in respect of its properties or assets, generally and unconditionally, to the exclusive jurisdiction of such court.
- 39.2 The foregoing, however, shall not limit or be construed to limit the rights of the Bank to commence proceedings or to obtain execution of judgment against the Business Entity and the Cardholder in any venue or jurisdiction where assets of the Business Entity and the Cardholder may be found.

40. WAIVER OF BREACH OF CONTRACT

- 40.1 No waiver of a breach or violation of any Term or Condition hereof shall constitute a waiver of any subsequent breach or violation of the same or any other Term or Condition. Failure to take advantage of or to exercise any right granted hereunder shall not constitute a waiver of said right, nor shall it be construed to excuse or absolve the Business Entity and the Cardholder from complying with or fulfilling the same.

41. SEPARABILITY CLAUSE

- 41.1 Should any of the Terms and Conditions or any part or clause of this instrument be declared void or unenforceable by competent authority, the same shall not invalidate the other Terms and Conditions, parts or clauses of this instrument not declared void or unenforceable.

42. AGREEMENT TO BE BOUND

- 42.1 The Business Entity and the Cardholder unconditionally agree to be bound by any and all laws, rules, regulations and official issuances applicable to the use of the Card or any matter related hereto now existing or which may herein after be enacted, issued and enforced, as well as the Terms and Conditions governing the use of the other facilities, benefits or services which may from time to time be made available by the Bank to the Business Entity and the Cardholder in connection with the Card. The Business Entity and the Cardholder are all advised to read and understand the applicable terms and conditions of the other products and services related to the Card or the use thereof.

43. ACCEPTANCE

- 43.1 The Business Entity and the Cardholder have been given adequate time to review these Terms and Conditions prior to execution thereof. All Terms and Conditions, herein stated and any amendments hereto, have been read, understood and accepted by the Business Entity and the Cardholder as evidenced by the signature of the Business Entity's representative and the Cardholder hereunder, or on the Business Credit Card Application Form, the Card, and/ or the sales slip or other forms of documents evidencing charges to the Card, or all other documents and instruments required by the Bank for the issuance of the Cards, or when the Business Entity or the Cardholder retains or uses the Card. As such, the Business Entity and the Cardholder unconditionally agree to be bound by the Terms and Conditions herein stated.

TABLE OF FEES AND CHARGES

Fees and charges are subject to change from time to time, with notice to the Business/Cardholder.

APPLICABLE FEES & CHARGES		
Types of Fees & Charges	Description	Fee
Account Maintenance Fee	A monthly Account Maintenance Fee or the amount equivalent to Credit Balance, whichever is lower, shall be charged to closed Card Accounts with overpayments until the Credit Balance is zeroed out.	P200 the amount equivalent to the Credit Balance, whichever is lower
Advance Card Renewal Request Fee	Incurred when cardholder requests for a renewal of his/her card more than 90 days before the expiry of his/her existing card.	P750
Annual Membership Fee	An annual membership fee shall be charged upon the activation of the issued Card. The succeeding Annual Membership Fees shall be charged each year on the anniversary date of the card issuance.	P3,000
Card Replacement Fee	Incurred when a card replacement is requested due to: a. spoilage (plastic peeled off, unreadable CVC2, cracked card, wrong name embossed); or b. change in name (from single to married and vice versa)	P400
Certification Fee	Incurred when a cardholder requests for a particular certificate: Full Settlement of Account Good Credit Standing Card Replacement Issuance	P200 P300 P300
Cash Availment Processing Fee	Charged for every successful cash availment of the Cardholder	P300
Finance Charge		3.25%
Foreign Currency Transactions Service Fee	Incurred when a cardholder makes a transaction outside the Philippines	2.50% of Mastercard conversion rate of the day
Late Payment Fee	Incurred for non-payment, payment after due date, or payment below the minimum amount due.	7%
Lost Card Fee	Incurred when a replacement for a lost card is Requested.	P400
Overlimit Fee	Incurred when a cardholder's total obligation exceeds the approved credit limit.	P300
Payment Processing Fee	Incurred when a monthly credit card payments are made in excess of three times through the following: a. BDO; b. SM & Savemore Payment Centers; or c. BancNet Online.	P40
Printed SOA Fee	Incurred every month if a printed SOA is requested (if the Cardholder requests for a printed SOA instead of an eSOA)	P150

Refund Fee	Incurred when a cardholder requests for a refund on his/her over payment	P300 (credit to PNB account);
Returned Check Fee	Incurred when a check payment was dishonored or returned by the bank for reasons such as account closed, Drawn Against Insufficient Funds (DAIF), Drawn Against Uncollected Deposit (DAUD), etc.	P1,000
Sales Slip Retrieval Fee	Incurred when a cardholder requests for the retrieval of a particular Sales Slip to verify a Transaction.	P400 (per Sales Slip)
SOA Retrieval Fee	Incurred when a cardholder requests for a fax or mail copy of his/her old Statement of Account (beyond 3 months from current SOA).	P50 per statement

Notes:

1. The Bank reserves the right to change the fees, charges, and rates with prior notice to the Cardholder.
2. All fees, except Refund Fee shall be charged to the Cardholder's Statement of Account. The Refund Fee will be deducted from the amount to be refunded.