

Citibank, N.A., Philippine Branch, has transferred ownership of its consumer banking business to Union Bank of the Philippines with effect from August 1, 2022. The trademarks “Citi”, “Citibank”, “Citigroup”, the Arc design and all similar trademarks and derivations thereof are used temporarily under license by Union Bank of the Philippines from Citigroup Inc. and related group entities.

## CREDIT CARD AGREEMENT

### THE CARD

The Card is issued to you, the cardholder, by Citibank, N.A. Philippine Branch (“we”, “our” or “us”) or its successor and assign, UnionBank of the Philippines (hereafter, all references to Citibank, N.A. Philippine Branch is understood to be references to UnionBank of the Philippines). It remains our property.

You will be able to view your card details on the Citi Mobile App, or its successor platform, while your physical plastic card is being processed:

- If you are an existing cardholder and:
  - You requested for a replacement card;
  - You applied for an additional credit card; or
  - Your renewal credit card, to replace your expired Citi credit card, is on its way.And you received an SMS from Citi that you will be able to view your card details on the Citi Mobile App while your physical card is being processed.
- If you are a new Citi Cardholder and you received an SMS from Citi that you will be able to view your card details on the Citi Mobile App while your physical card is being processed. You will be able to activate the card on the Citi Mobile App within thirty (30) days from card approval date. Should you fail to activate your card within the said amount of time, you will have to wait for your physical card to arrive before being able to make any transactions.

You may activate your card on the Citi Mobile App for use for online transactions in the meantime. After activation, you will see your card number and a temporary Card Verification Value (“CVV”). The card number and temporary CVV on the Citi Mobile app can be used for ninety (90) days from card approval date.

When you receive your physical card, you need to activate it separately before you could use it. Activation of the physical card will disable the temporary CVV. You may need to advise your recurring payment merchants of the new CVV.

The Card can be used for personal purposes only and is not transferable. It is valid up to the last day of the month indicated on the Card, unless earlier terminated. Please properly sign on the back of your physical card upon receipt.

You may use the Card only for personal and legitimate transactions and not for “Unacceptable Transactions” such as gambling or games of chance and transactions whose cause, object or purpose is contrary to law, morals, good customs, public order or public policy. If we determine that the Card has been or is being used for Unacceptable Transactions or non-personal transactions, we may take any legal action in connection with the Card and/or the Card transaction, including the cancellation of your Card and the return of credit balances to the sender.

We may, at our sole discretion and, without giving any reason or prior notice:

- a. decline any Card transaction even if you have sufficient credit limit;
- b. suspend or cancel your Card privileges, the Card, or both;

- c. increase or decrease your Relationship Limit, Account Credit Limit, and/or Citi Cash Advance Credit Limit;
- d. refuse to reissue, replace or renew your Card;
- e. introduce, amend, restrict, terminate, or withdraw your Card benefits, services, facilities and privileges, whether relating specifically to you or generally to all or to specific cardholders;
- f. limit the number of purchases, online transactions, Citi Cash Advances, or other Card transactions in one day;
- g. approve any Card transaction even if it may cause the balance on your account to exceed the Relationship Limit or Account Credit Limit, without waiving any of our rights;
- h. cancel any Card Transaction and demand immediate repayment of the same, including payment in full of Installment Transactions; and
- i. change the association of the Card (i.e., Mastercard or Visa) at any time.

In case we detect any unusual or suspicious activity on your Card, we may require you to contact us or may temporarily suspend your Card privileges until we are able to verify the activity. We may also suspend or cancel your Card if we have reason to believe that the Card may be or may have been compromised, used for fraud, or for Unacceptable Transactions or void or illegal transactions, or may be in the possession of another person. We may, but do not have the obligation to inform you prior to the suspension or cancellation of the Card. If we revoke your right to use your Card or do not re-issue it for any reason, we may collect all unpaid balances, fees and charges immediately. Please note that continued use of the Card in case of closure or cancellation or non-reissuance of the Card is deemed as fraudulent.

In the event that your Card is suspended or cancelled or we do not reissue, replace, or renew your Card, we will notify you within seven (7) business days or within such period as prescribed by law or regulation. You may however, appeal the suspension or cancellation of your Card subject to mutual agreement with us.

You agree to hold us free and harmless from any loss or damage that you may experience due to any of the actions we take as listed above.

### **CARD USAGE**

You are responsible for all amounts charged to your Card as well as any Supplementary Card/s, including all applicable Interest charges, fees, other charges, taxes, and expenses made locally, abroad or online ("Card Transactions"). You (and your Supplementary Cardholder/s, if any) are likewise responsible for the security of your Card (and your Supplementary Card/s) at all times. Any record of Card usage in any medium, printed or electronic, is considered valid for all purposes, including as proof of transaction in case of dispute.

The following are examples of records that serve as valid proof of Card usage:

- Charge slips,
- ATM receipts,
- Debit tickets,
- Electronic transaction slips,
- Merchant settlement reports,
- Transaction audit reports/journals,
- Recorded calls.

You agree that the entering of your Card information on the internet is proof of your instructions for the use of your Card, and that we are not required to verify the identity or authority of the person who entered the information.

You likewise agree that we may accept and execute instructions on any Card transaction given by you either in person or by telephone (with no need for a call-back procedure), cable or telex or facsimile transmission or by electronic mail, the internet or ATM or point-of-sale terminal (or by any other

telecommunications or electronic mode of communication whatsoever). You agree that we may rely on such instructions (whether oral, written or electronic) given by any person purporting to be you, which are referable to you in accordance with our prescribed verification procedure prevailing at that time.

You understand that we prohibit the use of proceeds from unsecured credit facilities for investment into Citi wealth management products. You confirm that the proceeds from your Card will not be used for subscription into Citi offered wealth management and insurance products. In the event that the proceeds have been used for these purposes, we will be entitled to do all acts and things necessary to comply with our policies, including but not limited to liquidating your holdings of investments/insurance at that time. You agree to bear all costs and expenses that we may incur as a result.

All charges made in foreign currencies (whether online, overseas or local transactions) will be automatically converted to Philippine Peso on the posting dates at the prevailing exchange rate determined by Mastercard/Visa. For transactions in foreign currencies other than US Dollar, the amount will first be converted to US Dollar before being converted to its Philippine Peso equivalent. A fee of up to 3.525% will be imposed on the converted amount which represents our service fee and assessment fee charged by Mastercard/Visa. Whenever you use your Card overseas, you declare that you are a resident of the Philippines. You undertake to inform us once you cease to be a Philippine resident.

For your non-trade Card Transactions, regulations require an application form for the purchase of foreign exchange. The following may serve as your application form:

- Citi Cash Advance receipts,
- Recorded calls,
- Charge slips,
- Electronic documents,
- Other documents that you sign.

You agree not to use your Card to buy items for importation into the Philippines where the items are prohibited or regulated for importation under relevant laws, circulars, rules and regulations. You also agree that your Citi Cash Advance availments abroad shall not be used for foreign investments, payment of foreign loans, or in violation of foreign exchange rules and regulations.

You agree to pay for the following applicable charges even after you cancel your Card:

- Unpaid transactions,
- Citi Cash Advances,
- Interest,
- Non-refundable fees,
- Other charges.

### **LOST AND STOLEN CARD**

It is your responsibility to immediately report if your Card is lost or stolen or if you suspect that it has been compromised. You will remain liable for any charges on your Card until you report the loss, theft or compromise of the Card to CitiPhone at 8995 9999 in Metro Manila or 234 9999 in Metro Cebu, or to CitiPhone's successor telephone service and number. As soon as we receive your call, we will cancel your Card to prevent further transactions. We may replace your Card for a fee. At your option, we may also provide you with a new Cash Advance Personal Identification Number ("CA PIN") and/or Telephone PIN ("TPIN").

### **FEES AND CHARGES**

You agree to pay an Annual Membership Fee for the issuance and use of the Card, as well as fee/s for other facilities and services that you avail of and/or for the maintenance and administration of any balance

or transaction on the Card (See the Citi Card Fees and Charges for the prevailing rates). The said fee/s shall be deducted from the available Relationship Limit or Account Credit Limit.

You agree that we may change or increase the Interest charges, Annual Membership and other fees, and other charges, and their rates and calculation from time to time at our sole discretion. We will notify you of any changes on Interest charges, Annual Membership and other fees, and other charges before these take effect.

## **MERCHANTS**

In case your Card is not accepted by any merchant, bank, financial institution, or person for any reason, we will not be liable for any loss, inconvenience, or expense that you may experience, unless the non-acceptance is due to our gross negligence or willful default.

We are not responsible for any defective product or service purchased using your Card. Any complaint on the product or services should be referred directly to the merchant and will not affect your obligation to pay the Total Amount Due and any remaining unpaid installments on your Card.

## **SUPPLEMENTARY CARDS**

At your request, we may issue Supplementary Cards on your Card account. Charges using Supplementary Cards will be reflected in your SOA. You agree to pay for all outstanding obligations under the Supplementary Card, including Citi Cash Advances, and all charges, Interest charges, and non-refundable fees, even after you request for its cancellation. You will be responsible for ensuring that the physical Supplementary Card has been properly disposed of to ensure that it can no longer be used.

## **CREDIT LIMIT**

Your Relationship Limit ("RL") is the maximum amount that you can spend on all of your Cards. Your Relationship Balance is the sum of the unpaid balances (including unbilled principal of any outstanding Installment Transactions) on all your Cards. On the other hand, the Account Credit Limit is the maximum amount that you can spend on the assigned Card.

You may identify spend limits for your Supplementary Cards ("Spend Limit"). Each Supplementary Card's Spend Limit is part of your Card's ("Principal Card") RL or Account Credit Limit and will remain fixed until you give us instructions to change. Even if the Supplementary Cardholder's Card Transactions from the previous months are not paid in full, the same Spend Limit per card will apply every month, provided that there is still available RL or Account Credit Limit.

If the assigned Spend Limit is greater than your RL or Account Credit Limit, or if no Spend Limit has been assigned, the Supplementary Card's Spend Limit will be automatically set to the RL or Account Credit Limit of your Principal Card.

We may increase or decrease your RL or Account Credit Limit, as applicable, and in our sole discretion. We will notify you should there be any adjustment on your RL or Account Credit Limit. If your unpaid balance exceeds the new Credit Limit, you must immediately settle the excess.

In some instances, we may authorize transactions on your Principal Card and any Supplementary Cards even if they cause the Relationship Balance on your Cards to exceed the RL or the applicable Spend Limit. In case your Relationship Balance exceeds your RL, the balance in excess of your RL will be your Overlimit Amount; this will be indicated separately from your Minimum Amount Due on your SOA. Once your Card account becomes over limit, all your Citi Cards will be immediately blocked; you will be charged an Overlimit Fee right after the transaction that caused your Card account to exceed your RL; and you may not be able to use any of your Citi Cards. You may only continue to use your Citi Cards after you settle your Overlimit Amount or your total payments have reduced your Relationship Balance to an amount lower than your RL or Account Credit Limit. The Overlimit Fee will be billed on the next SOA of the Card where such transaction

was charged. However, the fee will only be charged once within the same month even if you make multiple purchases across your Cards exceeding your RL ([See the Citi Card Fees and Charges for the prevailing rates](#)).

You agree that all transactions, including the unbilled principal of any outstanding Installment Transactions, form part of your RL or Account Credit Limit.

If you have existing unsecured credit facilities with us, you agree and consent for us to review and adjust the credit limits of the said facilities in our absolute discretion in accordance with our credit policies.

### **CITI CASH ADVANCE**

Citi Cash Advance, and/or its successor facility, is a feature of your Card by which you can get cash in any currency using your physical card and your Citi Cash Advance Personal Identification Number ("CA PIN"). You may avail of Citi Cash Advance up to our guiding limit through any of the following channels:

- Any Citibank ATM in the Philippines or abroad (CA PIN required)
- Any BancNet ATM or associated networks of Visa/Mastercard in the Philippines or abroad (CA PIN required)

Your CA PIN is required for Citi Cash Advance transactions through ATMs. You will have only one (1) CA PIN even if you have multiple Cards with us. You may nominate your CA PIN by logging on to Citibank Online or to the Citi Mobile App, or their successor facilities, platforms and programs. You may also change your CA PIN via any Citibank, N.A. ATM in the Philippines or by logging on to Citibank Online or to the Citi Mobile App. The CA PIN is not the same number as your Citi ATM PIN or TPIN.

Never disclose or share your CA PIN to anyone. We will never ask you for your CA PIN. The security of your CA PIN is very important. You will be liable for any transactions on your Card resulting from your negligence in connection with the security requirement.

Your Supplementary Cardholder/s may also nominate a CA PIN/s by logging on to Citibank Online or the Citi Mobile App. In case your Supplementary Cardholder has multiple Cards, he or she may nominate different CA PINs for each Card. You are also responsible for all Citi Cash Advance transactions of your Supplementary Cardholder/s.

By availing of Citi Cash Advance, you consent to:

- a. The collection, storage, communication and processing of identifying Card account balance information by any means necessary to maintain appropriate transaction and Card account records;
- b. The release, disclosure and transmission to participant/s and processors in either the Visa/MasterCard network of details of your Card account and transaction information and other data necessary to enable your availment of Citi Cash Advance;
- c. The retention of such information and data by the said participants and processors in both networks; and
- d. The compliance by said participants and processors with laws and regulations governing disclosure of information to which they are subject.

For Citi Cash Advance availed overseas, we will collect, store and communicate data to process the transaction; this may include identifying Card account balance information. Other entities either in the country where the ATM is used or elsewhere may perform the transaction processing. Records of any Citi Cash Advance transaction abroad constitute the application required under BSP regulations for the purchase of foreign exchange for non-trade purposes. Citi Cash Advances are also subject to the rules and regulations of the BancNet network, Mastercard and Visa networks, and any associated networks.

You likewise authorize us to charge the respective Citi Cash Advance amount together with its related fees and Interest charges to your Card every time you avail of Citi Cash Advance. You are fully liable for all Citi

Cash Advances on your Card and any Supplementary Cards, whether such Citi Cash Advance was made with or without your knowledge or approval. The Citi Cash Advance transaction record or receipt is binding evidence of the transaction. Interest charges on Citi Cash Advance transactions are computed from the day of availment until all related balances are paid in full. Citi Cash Advance is also subject to a Citi Cash Advance service fee (See the Citi Card Fees and Charges for the prevailing rates). We will notify you of any changes on interest rates, fees and charges before these take effect.

### **CITI ONE BILL PAYMENT FACILITY**

With Citi One Bill, and/or its successor service or facility, your recurring bills payment to select utility companies or insurance companies (“Citi One Bill Merchants”) will be automatically charged to your Card account. You must enroll to this facility by: (a) calling CitiPhone (8995 9999 in Metro Manila, 234 9999 in Metro Cebu, or 02 8995 9999 from other provinces); (b) requesting to enroll through any of our authorized telesales officers; or (c) or applying through Citibank Online ([www.citibank.com.ph](http://www.citibank.com.ph)). Upon enrollment, you authorize us to provide your Citi credit card number and other information that may be required by the merchant and the credit card acquiring entity of the merchant. The utility account to be enrolled must be under your (the Cardholder’s) name. A notification will be sent to you to confirm your enrollment. We may decline any enrollment if the request is for business or non-personal related bills, or if the account requested for enrollment is not under your (the Cardholder’s) name.

Once your enrollment is confirmed, we will pay the total amount of your respective bills (“Bills”) submitted by the Citi One Bill Merchants and will automatically charge it to your Card. Any disputes on the amount of such Bills should be directed to and exclusively settled between you and the corresponding Citi One Bill Merchant.

The charges are posted to your Card once the Citi One Bill Merchants submit the Bills to us through the acquirer. The hierarchy of payment of the Bills will be based on the date of submission of the Bills by the Citi One Bill Merchants. Approval of the Card Transactions is subject to your available RL or Account Credit Limit. If your RL or Account Credit Limit is insufficient, we may decline the Bills payment, which may result in the cancellation of your Citi One Bill enrollment. We will notify you in case this happens. Before you may be allowed to settle your Bills through your Card again, you must re-enroll cancelled or rejected enrollments; re-enrollment is subject to our discretion.

We may process payments for the enrolled Bills even in instances of late payment instructions or system error. We may also impose fees and charges on your Card for services rendered under the Citi One Bill Payment Facility. We will notify you if these charges apply.

Without prior notice, we may reject or cancel any enrollment to Citi One Bill if your Card account is blocked or expired, or is in breach of any terms and conditions of this Citi Card Agreement, or for any other cause for which we deem it necessary, or as instructed by the Citi One Bill Merchant. If we reject any Citi One Bill Card transaction and/or cancel your Citi One Bill enrollment, you need to pay the Citi One Bill Merchant directly.

You agree to be bound by UnionBank’s Data Privacy Terms (Processing, Profiling and Sharing of Data and Information and Data Privacy Statement) accessible via <https://www.citibank.com.ph/static/data-privacy-statement/>.

You agree to hold us free and harmless from any liability arising from the exercise of any of our rights above. We will not be responsible for any penalty, inconvenience, delay, damage, liability, loss or other consequences arising from such late payments, rejection, cancellation or any other action taken in connection with Citi One Bill, including disconnection or interruption of utility service, termination of insurance policy, or denial of insurance claims.

Citi One Bill transactions will earn Rewards Points, Thank You Rewards Points, Rebates, PremierMiles and/or Cebu Pacific (CEB) Points subject to the respective Card product’s terms and conditions. For a copy

of the applicable terms and conditions, please visit Citibank Online ([www.citibank.com.ph](http://www.citibank.com.ph)) or call CitiPhone at 8995 9999 in Metro Manila, 234 9999 in Metro Cebu, or 02 8995 9999 from other provinces.

To cancel your enrollment in Citi One Bill, you may call CitiPhone.

We will notify you in case our collection agreement with the Citi One Bill Merchant is terminated. For non-Citi One Bill auto-debit arrangements, you may directly coordinate with the merchants. These arrangements are subject to the terms and conditions of these merchants' auto-debit agreements.

## **CITI PAYALL SERVICE**

Please read the following terms for the Citi PayAll Service. These govern your use of PayAll. These terms may be amended at any time and from time to time at our reasonable discretion.

### **1. DEFINITIONS**

#### **Account Credit Limit**

The maximum amount that you can spend on the Card.

#### **Business Day**

Any day on which banks are open for business in the Philippines. This does not include Saturday, Sunday, as well as public holidays in the Philippines.

#### **Calendar Day**

All days in a year, including weekends and holidays.

#### **Card**

The Citi credit card issued by Citibank, N.A., Philippine Branch or its successor and assign, UnionBank of the Philippines, which also includes renewal/s and replacement/s. This also includes the supplementary card where the context requires.

#### **Card Account**

The account maintained with us in respect of the Card.

#### **Cardholder**

A person to whom a Card is issued. This also includes the supplementary cardholder where the context requires.

#### **Citi**

Citibank, N.A. – Philippine Branch (“we”, “our” or “us”) or its successor and assign, UnionBank of the Philippines (hereafter, all references to Citibank, N.A. Philippine Branch is understood to be references to UnionBank of the Philippines).

#### **Citi PayAll Transaction Fee**

The service charge or administrative fee for the PayAll Service. It is **up to three percent (3%)** of the Citi PayAll Payment Amount. This may be amended from time to time at our reasonable discretion.

#### **Malware**

This means computer viruses, bugs or other malicious, destructive or corrupting software, code, agent, program or macros, and/or phishing or social engineering schemes – which utilize computer software or telecommunications to obtain your personal data or security information (such as OTP, password, and user ID), or any other information related to you for malicious or fraudulent purposes, including, without limitation, through Structured Query Language injections, cross site scripting, worms, Trojan horses, adware or spyware.

**One Time PIN, OTP**

This is the One-Time PIN which will be sent to you via SMS. You will need to input this OTP in the payment confirmation screen to authorize a payment.

**PayAll Service / Service**

Citi's online facility for the Citi credit card-which enables Cardholders to make payments to various Payees with a Citi credit card. This term includes any content, information, features, technologies and/or functionalities offered by Citi to facilitate the provision of such platform and/or application, and all upgrades, updates and enhancements to the same.

**Payee**

This refers to the accountholder of the Payee Account or the party who is the intended recipient of the Payment Amount.

**Payee Account**

This refers to the account specified by you as the recipient account of the Payment Amount.

**Payment**

A payment made through the Service with your Card, to the relevant Payee, which is subject to such transaction / daily / monthly limits that are determined by Citi in its reasonable discretion and subject to your Relationship Limit or Account Credit Limit, whichever is applicable.

**Payment Amount**

The aggregate Philippine Peso value of a Payment.

**Payment Charged Date**

This is a date, prior to the Transaction Payment Date, on which you have authorized us to charge the Payment Amount and the fee to your card.

**Registration Date**

The date you register a particular transaction for payment under the PayAll Service, and also when you specify the Transaction Payment Date/s.

**Relationship Limit**

The maximum amount you can spend on all of your Cards.

**Restricted Activities**

All restricted activities in relation to your use of the Service, including those specific activities described in Clause 9 of these terms.

**Rewards**

Any goods, services, benefits, arrangements or other privileges (including without limitation, miles on participating airline frequent flyer programs, loyalty program points, cash credit or annual membership fee waivers), as may be determined by us in our absolute discretion, which may be redeemed by the use of Points, Miles or Rebates under the respective rewards programs.

**Supplementary Card**

A card issued to a supplementary cardholder.

**Supplementary Cardholder**

A person to whom a supplementary card is issued.



**Transaction Payment Date / Payment Due Date (on the Citi PayAll transaction screen)**

The date you specify by which your Payment Amount is to be paid to the Payee. This must be a date falling two (2) business days after the Payment Charged Date. For the avoidance of doubt, we are entitled to make the payment anytime between the Payment Charged Date and Transaction Payment Date.

**We, Our, Us**

Citibank, N.A. – Philippine Branch or its successor and assign, UnionBank of the Philippines (hereafter, all references to Citi or Citibank, N.A. – Philippine Branch is understood to be reference to Union Bank of the Philippines.

**You, Your**

The Cardholder. This also includes the supplementary cardholder where the context requires.

**2. PAYALL SERVICE**

- 2.1. The Service enables you to make payments to various Payees in the Philippines for goods purchased from and/or services rendered by such Payees, with your Citi credit card. You will be charged the Citi PayAll Transaction Fee for each payment made using this Service. Payments may only be made in Philippine Pesos.
- 2.2. Payments made using this Service may earn you Rewards on your Card. The Rewards currency will depend on your Card type, and the earning of Rewards will be subject to the terms of and applicable caps for the respective Card types. The Rewards will only be credited after your Card has been charged with the Payment Amount as well as the Citi PayAll Transaction Fee.
- 2.3. The Service is governed by these Terms, which may be amended by us from time to time at our reasonable discretion. In addition, your Card account is governed by the Citi Card Agreement, which is available on <https://www.citibank.com.ph/citicardagreement>. Unless otherwise stated, in the event of any inconsistency between the Terms and the Citi Card Agreement, these Terms shall apply.
- 2.4. We reserve the right to offer differential and promotional Citi PayAll Transaction Fees to Cardholders based on an evaluation of their credit card relationship with Citi.

**3. ELIGIBILITY & PARTICIPATION**

- 3.1. A Cardholder whom we have invited to participate in this Service, and whose Card account is in good standing, as determined by us in our sole discretion, may avail of this Service. We are not obliged to provide this Service to any Cardholder, and may opt not to extend the invitation to any Cardholder at our sole discretion.

**4. PAYMENTS**

- 4.1. When you make a Payment using our Service, you are authorizing us to charge the Payment Amount and the Citi PayAll Transaction Fee from your designated Card. The Payment Amount will then be credited to your Payee Account.
- 4.2. When using the Service to make Payments, you are responsible for ensuring the accuracy and completeness of all account numbers and amounts contained in your instructions. Failure to do so may result in your Payment being made to an incorrect payee or account and/or an incorrect Payment Amount. We will not be responsible for such errors or any resulting loss or damage incurred by you. We do not carry out any independent verification on the Payee Account.
- 4.3. You may specify the Transaction Payment Date(s) on which you require the specified Payment Amount to be transferred to your Payee Account and we will, on the Payment Charged Date, charge your Card in advance of the specified Transaction Payment Date. The Transaction

Payment Date must be at least seven (7) calendar days after the Registration Date to ensure that there is enough time to complete the Payment prior to the Transaction Payment Date.

- 4.4. You accept that we cannot guarantee the time at which the Payee Account will be credited by the relevant receiving bank. To avoid incurring any late or other financial charges, you must initiate a Payment sufficiently ahead of the due date of your payment, provided that the Registration Date should be at least seven (7) calendar days before the date your payment is due to the Payee. We will not be liable for any such late or other financial charges.
- 4.5. When you schedule recurring Payments, you authorize us to charge your designated Card automatically on a recurring basis at the frequency and for the period specified by you via the Service, without further reference to you for each such Payment. Where you have scheduled a recurring Payment on a designated Card and such Card is renewed or replaced with a card bearing the same card number, you acknowledge that these recurring Payments will be charged to such renewal or replacement card.
- 4.6. We shall not be obliged to carry out any Payment and may reject any Payment transaction on your Card at our discretion. Without prejudice to the generality of the foregoing, you agree that you are not allowed to make Payments in respect of (i) sending money to yourself or recipients who have not provided you with goods or services (unless expressly allowed by us), (ii) providing yourself or any other party cash advance from your Card (or help other parties to do so), (iii) using this Service to operate or engage in any business regulated by the Bangko Sentral ng Pilipinas or any relevant regulatory body (such businesses include but are not limited to money services or remittance businesses or virtual currency exchanges), (iv) any loan/debt repayment such as but not limited to mortgage repayments, credit card payments and loan payments, (v) any cryptocurrency related transactions, (vi) unacceptable transactions, such as gambling or games of chance, or transactions whose cause, object or purpose is contrary to law, morals, good customs, public order or public policy, (vii) investments, investment-linked insurance or variable universal life insurance, or other insurance products that are offered by Citi or its affiliates, (viii) transactions which are not for personal purposes or use or (ix) such other transactions that we may determine at our discretion.
- 4.7. We may impose limits on the amount of Payments you can do on a transaction / daily / monthly basis. Such limits may be revised from time to time at our reasonable discretion.
- 4.8. You accept and agree that no refunds of Payment Amounts or Citi PayAll Transaction Fees are permitted once charged to your Card account. You may request to cancel a Payment transaction at least seven (7) calendar days prior to the Transaction Payment Date, but such request is subject to our approval and at our discretion.
- 4.9. We may in good faith regard any instruction which are referable to your OTP and/or such other identification number or security device as we may issue to you from time to time, or otherwise in accordance with our prescribed verification process, as authentic and duly authorized, whether or not actually authorized by you. We shall be under no obligation to investigate the authenticity or authority of persons sending or purporting to send the instructions or to verify the accuracy and completeness of the same. Such instructions shall be deemed to be irrevocable and binding on you notwithstanding any conflict or inconsistency with any other prior instructions given by you to us or any error, lack of clarity or misunderstanding in any instruction received by us; provided that the instructions were provided in accordance with our prescribed verification process prevailing at the time.

## **5. EXCLUSION OF LIABILITY**

- 5.1. You acknowledge that we are not responsible for any interruptions, errors, omissions, or delays in the Service and/or the transfer of the Payment Amount to the Payee Account save for our gross negligence or willful default.
- 5.2. In the event that we are rendered wholly or partly unable to provide the Services by reason of causes beyond our control, including (but not limited to) equipment, system or transmission link malfunction, failure or sabotage, fire, flood, explosion, storm, acts of God, accidents, epidemics, work stoppages, strikes, lockouts, power blackouts or failure, labor disputes, civil disobedience, riots, rebellions, compliance with applicable laws or regulations, or by any other causes which we cannot reasonably be expected to avoid, the performance of our obligations as they are affected

by such causes shall be excused for the continuance of such causes. We shall not be liable for any delay, loss, damage or inconvenience whatsoever caused by or arising from or in connection with any one or more of the above-mentioned causes.

- 5.3.** Without prejudice to the generality of the foregoing, we shall not be responsible for any losses, damages, expenses (including any late/financial charges or penalties incurred by you) and where applicable, you shall compensate us for any losses, damages, and expenses incurred by us, in connection with your use of the Service, including but not limited to any of the following situations:
- 5.3.1.** Any delay or failure in delivery or transmission of Payment Amounts;
  - 5.3.2.** Any variation, cancellation or discontinuation of the Service;
  - 5.3.3.** Your Card account is closed or your Card account (or any credit balance therein, if any) has been put on hold;
  - 5.3.4.** The Payment will cause your Card account to go over your Relationship Limit;
  - 5.3.5.** You have not provided us with complete and correct payment information, including without limitation the Payee Account number and Payment Amount(s);
  - 5.3.6.** You have, in our opinion, misused the Service;
  - 5.3.7.** The Payment is rejected by us or by the receiving bank (which holds the Payee Account) for any reason whatsoever;
  - 5.3.8.** Our taking of and processing of any of your Payment instructions in accordance with our prescribed verification process and acting upon them, including where such instructions were given in an attempt to undermine our prescribed verification process, such as by means of any Malware;
  - 5.3.9.** Our compliance with applicable laws or regulations;
  - 5.3.10.** Your failure to comply with any applicable laws or regulations;
  - 5.3.11.** Your equipment (including computer, mobile, laptop or other handheld devices), software or any communications link is not working properly;
  - 5.3.12.** The Service is unavailable/down for maintenance;
  - 5.3.13.** Your use of the Service is being prohibited, restricted, delayed or otherwise affected by (A) the laws and regulations of the country from where the Service is accessed and/or the terms and conditions prescribed by the relevant service provider, information service provider, network provider, content provider, service or such other equivalent system in such country of access; (B) any law or regulation of any jurisdiction, regional or international authority which governs any use or any component of the Service, the relevant internet service provider, information service provider, network provider, content provider, server or such other equivalent system; (C) any act or omission by the relevant internet service provider, information service provider, network provider, content provider, service or such other equivalent system; (D) our modifying, maintaining or upgrading the Service and/or the relevant webpages; and/or (E) our terminating or modifying the Service; or
  - 5.3.14.** The fraud, negligence, default, act or omission of any third party.
- 5.4.** We may at our absolute discretion, from a risk management perspective, security perspective or if required by the relevant authority or under any applicable law or regulation, without notice to you and without giving any reason, suspend your right to the Services and terminate the Services. Save as provided above, we may terminate the Service at any time at our discretion with reasonable notice.
- 5.5.** Your use of the Service is entirely at your own risk. Without prejudice or limitation to any of these terms, we will not be responsible for any losses, damages, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss of any opportunity) suffered by you or any third party arising from us acting or not acting on any such instruction for any reason whatsoever, except in the case of our gross negligence or willful default. You agree that for the avoidance of doubt, we shall not be liable to you for any losses or damages, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss of any opportunity) arising out of or in connection with the disclosure to any person of any information whatsoever regarding you, the Card account(s), arising in any way as a result of or from or in connection with your neglect or failure to keep your OTP or other security-related information (for

example password, PIN) confidential or your use of the Service, except in the case of our gross negligence or willful default.

- 5.6. Any contract between you and a Payee in respect of any goods or services provided to you by the Payee, or in respect of any payment obligation between you and a Payee, is independent of these Terms and is entirely between you and such Payee. Accordingly, we assume no responsibility and will have no liability of any kind whatsoever in respect of your dealings with Payees including with regards to the Payment Amount, the proper and timely delivery of goods or services by Payees. You remain solely and fully responsible for the timely and complete fulfillment of all your obligations towards your Payee (whether under contract or at law), including all payments to be made by you to a Payee. You agree to pursue all claims and disputes against a Payee directly with the applicable Payee.

## 6. FEES, INTEREST AND TAXES

- 6.1. You will be charged the Citi PayAll Transaction Fee for every Payment you make through the Service, the amount of which will be disclosed to you when you use the Service. This Transaction Fee is payable in addition to the Payment Amount. By using the Service, you authorize us to charge the Citi PayAll Transaction Fee to your Card at the same time as, and in addition to, the corresponding Payment Amount. The Transaction Fee may be amended by us from time to time at our discretion provided that the Transaction Fee will be disclosed to you when you use the Service.
- 6.2. You shall be responsible for any tax or any other levies or charges whatsoever now or hereafter imposed by law or required to be paid in respect of any Payment and you shall compensate us for any payment of such taxes made by us (if any) on your behalf.
- 6.3. If we do not receive your full payment for the Citi PayAll transaction(s) and/or for the total amount due on your Card on the due date specified in the statement of account of your Card, you must pay us all fees, interests and charges levied in accordance with the Citi Card Agreement and the Citi Card Fees and Charges.

## 7. RELEASE OF INFORMATION

- 7.1. By availing of this Service, you explicitly consent to us providing and otherwise processing your name, Payee's Name, and Payee's bank account details for the purpose of fulfilling your instructions and remitting the Payment to the Payee Account. You agree that your consent as provided herein has been executed freely, voluntarily and with full knowledge of its consequences. It is intended to be the consent and/or permission required under relevant laws for the purposes specified above, and shall have continued effect throughout the duration of your use of the PayAll Service until withdrawn in writing. You warrant that you have secured the relevant consent from the Payee to disclose to us personal and sensitive personal information such as but not limited to Payee Name and Payee Account.
- 7.2. You agree that we may disclose any information whatsoever regarding you and/or your card account(s) in connection with this Service to:
  - 7.2.1. Any of our agents, service providers, correspondents, independent contractors and/or associates;
  - 7.2.2. Any bank or financial institution involved in the Payment, which includes the receiving bank of the Payment Amount (i.e. the bank which holds the Payee Account); and
  - 7.2.3. The police, regulators or courts of competent jurisdiction or any public officer conducting investigations in connection with any offense or alleged offense.

## 8. FUND HOLDS

- 8.1. At our sole discretion, we may place temporary holds on Payments or suspend, cancel, deny, stop or reverse any Payment without any liability to you or any third party (including for late fees, penalties, or interest imposed as a result of late payment), including for the following reasons: (a) in order to verify the identity or status of the Payee or to conduct such checks as we may deem necessary to comply with applicable laws or regulations; (b) if you have brought a dispute or claim

against us and that dispute or claim has not been resolved; (c) if you may have committed a breach of these terms or of the Citi Card Agreement; (d) we detect any unusual or suspicious activity on your Card; (e) we have reason to believe that the Card may be or may have been compromised, used for fraud or for unacceptable transactions, void or illegal transactions, or (f) we have reason to believe that there is any unauthorized or fraudulent use of the Service. We have the right to request more information from you or any third party regarding a Payment before a hold is released.

## **9. YOUR RESPONSIBILITY**

- 9.1.** When accessing and using the Service, you must comply with any prescribed verification procedures, or other procedures, directions and instructions communicated by us to you. Further, you hereby represent and warrant that you shall not, in connection with your use of the Service:
- 9.1.1.** Use the Service other than exclusively for the types of Payments and Payees we allow (as set out in these terms);
  - 9.1.2.** Send money to yourself or recipients who have not provided you with goods or services (unless expressly allowed by us);
  - 9.1.3.** Provide yourself or any other party a cash advance from your Card (or help other parties to do so);
  - 9.1.4.** Breach these terms;
  - 9.1.5.** Engage in any fraudulent, illegal or unlawful activity whether intentionally or unintentionally, or breach any regulations, rules, notices, instructions or directives of any regulatory body or authority, governmental agency or national or other securities exchange;
  - 9.1.6.** Infringe our or any third party's copyright, patent, trademark, trade secret or other intellectual property rights;
  - 9.1.7.** Use the Service in a manner that we reasonably believe to be in breach of the relevant card association or network rules; and/or
  - 9.1.8.** Use the Service to operate or engage in any business regulated by the Bangko Sentral ng Pilipinas (BSP) or any other relevant regulatory body. Such businesses include but are not limited to money services or remittance businesses or virtual currency exchanges.
- 9.2.** Where we determine that you have engaged in any Restricted Activities, or committed a breach of these terms or any applicable laws or regulations, or if we suspect that you have engaged in fraud or an illegal activity in connection with the Service, we shall be entitled to take such action as we may deem appropriate, including the following: (a) terminating, suspending, or limiting your access to the Service (such as limiting your ability to submit Payments); (b) declining your transaction even if you have sufficient Credit Limit / Relationship Limit; (c) suspending or canceling your Card privileges, the Card or both; (d) updating inaccurate information you provided us; and/or (e) refusing to provide our Service to you in the future. You agree to cooperate fully with any investigation that we conduct in connection with the foregoing.

## **10. INDEMNITY**

- 10.1.** You will indemnify us and hold us free and harmless against any loss, damage, liability, cost and expense (including legal costs), which we may reasonably incur or suffer as a result of or in connection with your Card account and/or the Service and/or these terms, including without prejudice to the generality of the foregoing:
- 10.1.1.** Your breach of any of your obligations under these terms;
  - 10.1.2.** The actual or attempted enforcement or protection of any of our rights and remedies against you; and/or
  - 10.1.3.** Any change in any law, regulation or official directive which has an effect on the Service, the Card, the Card account and/or these terms; and the same may be charged to your Card account and/or shall be paid by you on demand.

## **11. NO REPRESENTATIONS OR WARRANTIES**

**11.1.** You expressly understand and agree that your use of the Service is at your sole risk. The Service is provided to you “as is”, “as available” and without any representation or warranty of any kind, whether express, implied or statutory (including any implied warranties of title, merchantability, satisfactory quality, fitness for a particular purpose, compliance with any description, non-infringement or any implied warranty arising from course of performance, course of dealing, usage of trade or otherwise, all of which are expressly disclaimed). We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement, except in the case of our gross negligence or willful default. In particular, we make no warranty that (I) the Service will meet your requirements or that (II) the Service will be uninterrupted, timely, secure, virus-free or error-free.

## **12. INTELLECTUAL PROPERTY**

**12.1.** You acknowledge that all proprietary rights relating to and in connection with the Service (including without limitation the Citi websites or webpages on which the Service is hosted) and all updates thereof, including without limitation any title, trademark rights, patent rights and copyrights, shall at all times vest and remain with us.

## **13. GENERAL**

**13.1.** These terms are governed by Philippine law and you hereby submit irrevocably to the non-exclusive jurisdiction of the Philippine courts. The exclusive venue of all suits to enforce these terms is in the proper courts of Pasig City; you waive any other venue.

## **CITI REWARDS**

You earn Rewards Points, ThankYou Points, PremierMiles or Rebates (“Usage Privileges”), on qualified transactions, depending on the Card product/s that you have.

Earning and redeeming of Usage Privileges for the different Card products are governed by the respective Card’s terms and conditions.

These Usage Privileges may only be earned and redeemed if your Card account is in good credit standing. If your Card has been cancelled, either by you or by us, any unused Usage Privileges will be immediately forfeited. Likewise, if you avail of debt restructuring or other collection programs, unused Usage Privileges will remain forfeited, despite payment of your Card accounts.

## **CITI PAYLITE INSTALLMENT PLAN**

The Citi PayLite Installment Plan and/or its successor service or facility, is an Installment facility available to Citi Cardholders for purchases of select goods and services at accredited Citi PayLite merchants in the Philippines, using the Citi credit card. It is subject to approval based on the available Relationship Limit or Account Credit Limit / Spend Limit, as applicable, at the time of purchase and conversion or processing as applicable.

Under the Citi PayLite Installment Plan, you can pay for the purchase amount (“Principal Amount”), together with applicable interest and other fees, if any, in equal monthly installments (“Installment Transaction”) for the term (“Term”). The equal monthly installments will, after the merchant submits the transaction for settlement (“Posting Date/Conversion Date/Processing Date”), be billed to your Statement of Account (SOA) every month until the end of the Term.

The Citi PayLite Installment Plan is available for single-receipt purchases of at least Php3,000 or such other amount as may be determined by us from time to time.

You may pay for your purchases via the Citi PayLite Installment Plan at 3, 6, 9, 12, 18, 24 or 36-month terms or as otherwise specified by the merchant offering the Citi PayLite Installment Plan.

The Monthly Installment Due will be billed and reflected on your SOA after the Posting Date/Conversion Date/Processing Date as [Merchant Name (001:00x)] and so forth. You may compute the monthly installment due ("Monthly Installment Due" or "MID") using the following formula:

$$\frac{\text{Principal Amount} \times [1 + (\text{Converted Monthly Factor Rate} \times \text{Term})]}{\text{Term}}$$

Where Term is the number of months that you chose for your Installment Transaction.

### **Citi PayLite NOW**

The MID of your Citi PayLite NOW Installment Transaction comprises the billed Principal of your Installment Transaction.

**Up to June 30, 2021, each Monthly Installment Due of your Citi PayLite Transaction was included in the Minimum Amount Due in your Statement of Account. However, starting July 1, 2021, 1% of the billed Monthly Installment Due will be included in the Minimum Amount Due in your Statement of Account and 1% of the unbilled Principal of your Citi PayLite Transaction will be part of the calculation of your Minimum Amount Due in your Statement of Account until the end of the Term of your Citi PayLite Transaction. Please note that the billed Monthly Installment Due still forms part of your Total Amount Due in your Statement of Account. To know more about how your Minimum Amount Due is calculated starting July 1, visit [www.citibank.com.ph/mindue](http://www.citibank.com.ph/mindue).**

**We will charge the interest rate and/or fees, if any, as disclosed at the date of availing the installment transaction which shall be applicable during its entire Term. No additional fees and interest will be charged for this Installment Transaction, ONLY if we receive (or had received) payment in full of the Total Amount Due stated on your monthly Statement of Account by the payment due date every month until you have paid all installments.**

**For payments you made until June 30, 2021, that is:**

- a) equal to or greater than the Minimum Amount Due but less than the Total Amount Due indicated in your current (or previous) Statement of Account, the billed Monthly Installment Due in your current Statement of Account will be subject to the prevailing monthly retail interest charge from one day after Statement Date to one day before payment date. Interest will be compounded on a monthly basis.**
- b) less than the Minimum Amount Due as reflected in your current (or previous) monthly Statement of Account, the Monthly Installment Due will be subject to the prevailing monthly retail interest charge from one day after Statement Date to one day before payment date and additionally any unpaid portion of the Monthly Installment Due will also be subject to the prevailing monthly retail interest charge from the payment date to the next statement date. Interest will be compounded on a monthly basis. Usual Late Charges will also apply. The prevailing interest rate, fees and charges are available at [www.citibank.com.ph/cardsrandf](http://www.citibank.com.ph/cardsrandf).**

**From July 1, 2021, if we did not receive the full payment of the Total Amount Due as indicated in your current or previous monthly statement of account, (i)the billed monthly installment due in the current statement, and (ii)any unpaid portion of any previous monthly installment(s) due in your current Statement of Account will be subject to daily interest at the Retail Interest Rate as set out in the statement of account. This daily interest on the installment will be charged from one day after statement date until:**

- i. **one day before the payment date of the installment transaction, if you pay the Total Amount Due on or before the payment due date OR**
- ii. **the date you pay the full Total Amount Due after the Payment Due Date.**

**Interest will be compounded on a monthly basis.**

**The Citi PayLite NOW Transaction will take more than the scheduled Term to pay off in full if only the minimum amount due is paid. In addition, if we do not receive the full payment of the Minimum Amount Due by the Payment Due Date, you must also pay the applicable Monthly Late Charge (See the Citi Card Fees and Charges for the prevailing rates).**

#### **Variants of Citi PayLite NOW:**

##### **1. Citi PayLite enabled by Global Payments**

Citi PayLite enabled by Global Payments is an Installment facility available to Citi Cardholders for purchases at participating merchants which meet the required minimum purchase amount per tenor.

Under this Program, the straight single-receipt transaction at the participating merchants (“Merchants”) using the Citi credit card shall, after the Merchant submits the transaction for settlement (“Conversion Date”), be submitted for conversion to an Installment Transaction, subject to Citibank’s approval. If the conversion to an Installment Transaction is approved, you may pay for the Principal Amount in installments.

Upon your instruction to the Merchant that you would like to avail of the Program, the Merchant will swipe your Citi credit card for the purchase amount at the pre-identified Global Payments terminal. The charge slip will reflect the details of the Installment Transaction you requested (term and monthly installment amount), and your agreement to the terms and conditions of the Program. Once the transaction has been verified and converted to an Installment Transaction, you will receive a confirmation SMS. If your transaction is not successfully converted to an Installment Transaction, you will receive a rejection SMS and the purchase amount will reflect on your statement as a straight single-receipt transaction.

The MIDs will be billed and reflected on your Statement of Account after the Conversion Date as [Merchant Name (001:00x)] and so forth.

##### **2. Citi PayLite via real-time SMS**

This is an Installment facility available to select Principal Citi Cardholders for purchases at participating merchants which meet the required minimum purchase amount per tenor.

If you qualify for Citi PayLite via real-time SMS, the straight single-receipt transaction at the participating merchant’s website using the Citi credit card under the program may, at your option and after the merchant submits the transaction for settlement (“Processing Date”), be converted to an Installment Transaction. To avail of Citi PayLite via real-time SMS, you should choose the correct payment option on the merchant’s website; you should also submit the PayLite request through the program microsite before 4:30 a.m. of the next day. Otherwise, the transaction will not be eligible for PayLite processing and will be posted as a straight single-receipt transaction.

Upon your confirmation of the purchase at the merchant’s website via the correct payment option, your Citi credit card will be charged for the straight single-receipt purchase amount. You will receive an SMS message from Citi indicating that you can convert your straight single-receipt transaction at the merchant to Citi PayLite. When you click on the link in the SMS, you will be redirected to the program microsite to submit the request. After you click submit, you will receive an SMS from Citi confirming the receipt of your request. The request must be received by Citi before the deadline of 4:30 AM on the next day.



Once the transaction has been verified and converted to an Installment Transaction, you will receive a confirmation SMS. If your straight single-receipt transaction is not successfully converted to an Installment Transaction, you will receive a rejection SMS and the purchase amount will reflect on your statement as a straight single-receipt transaction.

The MID will be billed and reflected on your SOA after the Processing Date as [Merchant Name (001:00x)] and so forth.

#### **Other Common Provisions for Citi PayLite:**

If the Card account is past due for sixty (60) days or more, the Installment Transaction will be cancelled. Any remaining unpaid balance will be billed to the Card account in full and will be subject to the prevailing monthly retail Interest charge. Please refer to the Citi Card Fees and Charges at [www.citibank.com.ph/cardsrandf](http://www.citibank.com.ph/cardsrandf) for the prevailing rates, fees and charges.

You acknowledge that your Installment Transaction will be maintained for the Term stated on the charge slip, Promo consent form, Promo microsite or confirmation SMS or any other documents or records that may have been furnished to you, and that we have already incurred cost of funds and committed yield to fund sources to finance the Installment Transaction.

If you wish to cancel an Installment Transaction before its Term ends, you may do so, without a prepayment penalty, by calling CitiPhone. In that case, you agree to pay in full the unpaid portion of the Principal Amount and the cancellation processing fee of **Php300**, plus, for Citi PayLite with CMFR Installment Transactions, the pro-rated Interest Charge on the cancelled Installment Transaction computed based on the actual number of days from the last Statement Date until the date of cancellation. The pro-rated interest is calculated by multiplying (i) the remaining unbilled portion of the Principal Amount, (ii) the applicable monthly EIR, and (iii) the number of days from the last Statement Date to the date of cancellation; and dividing the total by thirty (30) days.

#### **APPLICABLE FEES AND CHARGES:**

Cancellation Processing Fee = Php300

In case of promotions where we give you a premium item/s (which include promotional items, Usage Privileges, etc.), we may charge the full monetary equivalent of the premium item should you cancel the Installment Transaction.

Upon your availment, we already pay for the goods or services in full. In the event that a Citi PayLite merchant from whom you purchased the goods or services for future delivery ceases to operate, you will still be liable to pay for all unpaid MIDs.

If you wish to request for a refund from the merchant, the standard refund process of the merchant will apply. There will be no change to the Installment Transaction under the facility, and the MIDs will continue to be billed to you for the Term. The amount to be refunded by the merchant will be credited back to the Card. Once the refund is completed, you must cancel the Installment Transaction by calling CitiPhone at 8995-9999 between 8am to 9pm daily.

Any disputes on your Installment Transaction should be directed to the corresponding merchant. You must also send the signed and completed Cardholder Dispute Form (available via Citibank Online at [www.citibank.com.ph](http://www.citibank.com.ph) or by calling CitiPhone) and any supporting documents via email to [dispute.ph@citi.com](mailto:dispute.ph@citi.com) within thirty (30) days from the date of the SOA in which the disputed Installment Transaction is first reflected.

In case of (a) any change in law or regulations which gives rise to new additional taxes, higher reserve requirements or similar events, or (b) significant change in the economic environment, we may adjust any applicable charges and Installment interest even before the Term expires.

## **OTHER INSTALLMENT FACILITIES**

Our installment facilities ("Installment Facilities") allow you to pay the following, together with the applicable interest and other fees, on installment basis ("Installment Transaction"), for a specified term ("Term", the number of months within which you will pay for the principal and interest):

- a. any non-installment or straight amounts charged to your Card;
- b. cash availed on installment obtained against your Card;
- c. any amounts or balances transferred from non-Citi credit cards to your Card;
- d. balance from your Citi Card; or
- e. any transaction from your Citi savings/checking account which you applied to convert to installments charged to your Card.

The principal amount of the transactions covered in (a) through (e) is referred to as the Principal Amount.

You should maintain good credit standing to be eligible for any of these Installment Facilities. However, final qualification is still subject to credit evaluation and your available RL or Account Credit Limit, as applicable. We may require a minimum availment amount for these Installment Transactions.

### **Computation:**

You may compute the monthly installment due ("Monthly Installment Due" or "MID") using the following formula:

$$\frac{\text{Principal Amount} \times [1 + (\text{Converted Monthly Factor Rate} \times \text{Term})]}{\text{Term}}$$

Where Term is the number of months that you will be paying for the Principal Amount and Interest.

Up to March 14, 2023, each Monthly Installment Due of your interest-bearing Installment Transaction was included in the Minimum Amount Due in your Statement of Account. Starting March 15, 2023, one hundred percent (100%) of the billed monthly Interest component, and one percent (1%) of the billed Principal component of your interest-bearing Installment Transaction will be included in the Minimum Amount Due ("MAD") in your SOA. One percent (1%) of the unbilled portion of the Principal Amount of your interest-bearing Installment Transaction will be part of the calculation of your MAD in your SOA until the end of the Term of your interest-bearing Installment Transaction. To know more about how your Minimum Amount Due is calculated visit [www.citibank.com.ph/eppmd](http://www.citibank.com.ph/eppmd).

Your availment of the Installment Facility means you agree to pay us interest on the Principal Amount on the dates specified in the SOA at the applicable CMFR and effective interest rate per annum based on the outstanding principal balance and the Term.

The MID of your Installment Transaction comprises the billed Principal and interest components, which are computed on a diminishing balance basis. The Interest and principal components of the Monthly Installments Due vary each month and are computed as follows:

- **Interest component:**  
Prior month's outstanding principal balance x monthly Effective Interest Rate (EIR), where monthly  $EIR = (1 + \text{Annual EIR})^{1/12} - 1$ .
- **Principal portion:**  
Monthly Installment Due - Interest component for the month.

For these Installment Facilities, you agree that the charging of the Principal Amount is deferred for the first Statement of Account, and acknowledge that you will pay an initial interest in consideration of the longer

payment period provided to you to repay the Principal Amount. The Monthly Installments Due will be reflected on your second and succeeding Statements of Account after the approval date, wherein interest will be computed as set out above.

The initial interest is computed based on the actual number of days from the approval date of your Installment Transaction to your first statement date, and will be charged on your first Statement of Account issued following approval date. The initial interest is calculated by multiplying (i) the approved Principal Amount, (ii) the applicable monthly EIR, and (iii) the number of days from approval date to the first statement date; and dividing the total by thirty (30) days. It will be reflected on your SOA as the charge on Month 0 [Installment Facility or Merchant Name Initial Int].

The Monthly Installments Due will be reflected on your second SOA from the approval date and succeeding SOAs as [Installment Facility or Merchant Name (001:00x)] and so forth.

The following is a sample computation for Citi Speed Cash:

**CITI SPEED CASH INSTALLMENT PLAN  
SAMPLE SCHEDULE OF PAYMENT**

PRINCIPAL AMOUNT	Php50,000	TERM	12 MONTHS
CONVERTED MONTHLY FACTOR RATE	1%	EIR	27.44%
PROCESSING FEE	Php900		

MONTH	MONTHLY INSTALLMENT DUE (Php)	INTEREST COMPONENT (Php)	PRINCIPAL COMPONENT (Php)	OUTSTANDING PRINCIPAL BALANCE (Php)
0		894.05		
1	4,666.67	894.05	3,777.62	46,227.38
2	4,666.67	826.59	3,840.08	42,387.31
3	4,666.67	757.93	3,908.74	38,478.57
4	4,666.67	688.04	3,978.63	34,499.94
5	4,666.67	616.89	4,049.77	30,450.16
6	4,666.67	544.48	4,122.19	26,327.98
7	4,666.67	470.77	4,195.90	22,132.08
8	4,666.67	395.74	4,270.92	17,861.16
9	4,666.67	319.38	4,347.29	13,513.86
10	4,666.67	241.64	4,425.03	9,088.84
11	4,666.67	162.52	4,504.15	4,584.69
12	4,666.67	81.98	4,584.69	0.00

**For payments you made until March 14, 2023:**

**We will charge the interest rate and/or fees as disclosed at the date of availing the Installment Transactions which shall be applicable during its entire Term and no additional fees and interest will be charged for this Installment Transaction, ONLY if you pay in full the Total Amount Due of your SOA by the Payment Due Date every month until you have paid all installments. However, if you pay (or had paid) an amount that is:**

- (i) equal to or greater than the Minimum Amount Due but less than the Total Amount Due indicated in your current (or previous) SOA, the billed portion of the Principal Amount of your MID in your current SOA will be subject to the prevailing monthly retail interest charge from one day after Statement Date to one day before payment date. Interest will be compounded on a monthly basis.**
- (ii) less than the Minimum Amount Due as reflected in your current (or previous) monthly SOA, the billed portion of the Principal Amount of your MID will be subject to the prevailing monthly retail interest charge from one day after Statement Date to one day before payment date, and additionally any unpaid portion of the billed portion of the Principal Amount of your MID will also be subject to the prevailing monthly retail interest charge from the payment date to the next Statement Date. Interest will be compounded on a monthly basis. Usual Late Charges will also apply.**

**From March 15, 2023, if we did not receive the full payment of the Total Amount Due as indicated in your current or previous monthly Statement of Account, (i) the billed portion of the Principal component of your MID in the current Statement, and (ii) any unpaid portion of any previous Principal component of your MID in your current Statement of Account will be subject to daily interest at the Retail Interest Rate as set out in the Statement of Account. This daily interest on the Installment Transaction will be charged from one day after Statement Date until:**

- a) one day before the payment date of the Installment Transaction, if you pay the full Total Amount Due on or before the Payment Due Date, OR**
- b) the date you pay the full Total Amount Due after the Payment Due Date.**

**Interest will be compounded on a monthly basis.**

**The Installment Transaction will be billed to you according to the scheduled term you have chosen at the time of booking. It may also take more than the scheduled Term to pay off in full if only the Minimum Amount Due is paid. In addition, if we do not receive the full payment of the Minimum Amount Due by the Payment Due Date, you must also pay the applicable Monthly Late Charge. The prevailing interest rate, fees and charges are available at [www.citibank.com.ph/cardsrandf](http://www.citibank.com.ph/cardsrandf).**

**The above is subject to the terms of our Citi Card Agreement.**

**In addition, if your Card account is past due for sixty (60) days or more, the Installment Transaction will be cancelled. Any remaining unpaid balance will be billed to the Card account in full and will be subject to the prevailing monthly retail Interest charge.**

**If you wish to cancel an Installment Transaction before its Term ends, you may do so without a prepayment penalty. In that case, you agree to pay in full the unpaid portion of the Principal Amount and the cancellation processing fee (See the [Citi Card Fees and Charges for the prevailing rates](#)), plus where applicable, pro-rated Interest charge on the cancelled Installment Transaction from the last Statement Date until the date of cancellation. The accrued interest is calculated by multiplying (i) the remaining unbilled portion of the**

Principal Amount, (ii) the applicable monthly EIR and (iii) the number of days from the last statement date to the date of cancellation; and dividing the total by thirty (30) days.

In case of promotions where we give you a premium item/s (which include promotional items, Usage Privileges, etc.), we may charge the full monetary equivalent of the premium item should you cancel the Installment Transaction.

You acknowledge that your Installment Transaction will be maintained for the Term stated on the documents furnished to you and that we have already incurred cost of funds and committed yield to fund sources to finance the Installment Transaction. In case you pre-pay any Installment Transaction before the lapse of the Term, you agree to reimburse us for any loss or additional cost, including but not limited to processing the pre-payment.

In case of (a) any change in law or regulations which gives rise to new additional taxes, higher reserve requirements or similar events, or (b) a significant change in the economic environment, we may adjust any applicable charges and installment interest even before the Term expires.

**Product-specific provisions:**

- a. **Citi Balance Transfer (BT) Facility.** If you qualify for BT, this facility, and/or its successor service or facility, allows you to transfer your outstanding non-Citi credit card balances to your Card, subject to the applicable Interest and other fees. To avail, (i) you must be the principal cardholder of both the Card account and the non-Citi credit card account, and (ii) your card accounts with us and the other bank or card company must be in good credit standing. A fee shall be charged upon availment (See the Citi Card Fees and Charges for the prevailing rates).

The approved BT amount must not exceed the total amount due on your non-Citi credit card and the unused portion of your Citi Card Relationship Limit, as applicable.

You should continue to pay the required amount due under your non-Citi credit card until our payment is reflected in your non-Citi credit card account. We are not liable for any interest or any other charges in case you fail to do so.

You warrant that the amount transferred from your non-Citi credit card account is free of claims and is not subject to any dispute. Once the BT application is approved, we can no longer reverse the BT transaction.

- b. **Citi FlexiBill Facility (also known as Citi Balance Conversion).** If you qualify for Citi FlexiBill, this facility, and/or its successor service or facility, allows you to convert a portion of your Citi Card Retail balance (i.e., outstanding balance excluding Citi Cash Advance) into an Installment Transaction, subject to the applicable Interest and other fees. Citi Cash Advance transactions, Monthly Installments Due and Interest Charges of Installment Transactions are not convertible under the Citi FlexiBill facility. The Citi FlexiBill transaction is not considered a payment for your Citi Card balance; you should continue to pay the Minimum Amount Due stated on your Statement of Account on or before the Payment Due Date even after availing of a Citi FlexiBill transaction. A fee shall be charged upon availment. (See the Citi Card Fees and Charges for the prevailing rates).
- c. **Citi PayLite after purchase Facility.** If you qualify for Citi PayLite after purchase, this facility, and/or its successor service or facility, allows you to convert an unbilled straight single-receipt Retail Transaction (which is any transaction other than Citi Cash Advance transactions and related Citi Cash Advance fees and charges), into an Installment Transaction, subject to the applicable Interest and other fees. Cash Advance transactions, Interest charges, fees, and Monthly Installments Due of Installment Transactions are not convertible under the Citi PayLite after purchase facility. A fee shall be charged upon availment (See the Citi Card Fees and Charges for the prevailing rates).

- d. **Citi PayLite for bank transactions Facility.** If you qualify for the Citi PayLite for bank transactions, this facility, and/or its successor service or facility, allows you to convert a qualified and completed Citi savings and/or checking bank transaction (specifically, ATM cash withdrawals, third-party funds transfers to a Citi account and bills payments), into an Installment Transaction charged to your Citi credit card, subject to the applicable Interest and other fees.

Debit card retail purchase, check payments/issuances, credit card and loan payments, any gambling, financing, lending, cryptocurrency, investments and insurance purchase transactions, as well as, transactions made in a casino or any government institution are not convertible under the Citi PayLite for bank transactions facility.

- e. **Citi Speed Cash Facility (also known as Citi Call for Cash) Facility.** If you qualify for Citi Speed Cash, this facility, and/or its successor service or facility, allows you to avail of cash against your Card, subject to the applicable Interest and other fees. You shall get the amount you availed as a credit to your checking/savings account which should be under your name. A fee shall be charged upon availment (See the Citi Card Fees and Charges for the prevailing rates).

Usage Privileges for the installment transactions will be governed by the Installment Facility Terms and Conditions.

Please note that we may set different application processing schedules for each Installment Facility.

Transactions availed under the Installment Facilities shall be subject to these terms.

### **CARD PAYMENT**

You are liable to pay any and all unpaid balances on your Card account. You must pay **at least** the Minimum Amount Due **plus** the Overlimit Amount, if any, for a particular month. This payment must be received by us on or before the payment due date indicated on your SOA ("Payment Due Date"). The Payment Due Date can vary month to month at our discretion.

Your minimum amount due will be either:

A. The sum of the items below or P500, whichever is higher;

1. Any Past Due Amount;
2. Billed Monthly interest component of interest-bearing installment/s;
3. Billed Interest charge;
4. Billed Late Charge;
5. Total Amount Due (which includes the billed Monthly Installments Due of your Citi PayLite NOW Installment Transactions and the billed Monthly principal component of interest-bearing Installment Transactions for the month) less items 1 to 4, multiplied by the required payment percentage of one percent (1%); and
6. 1% of the unbilled Principal of your Citi PayLite NOW Installment Transactions and unbilled Principal component of interest-bearing Installment Transactions.

Please note that your Current Due (i.e. Minimum Amount Due less Past Due Amount) will always be at least P500 or the sum of: (a) Billed Monthly Interest Component of your interest-bearing Installment Transaction (b) Billed Interest Charge (c) Billed Late Charge (d) the remaining Total Amount Due multiplied by 1% and (e) 1% of the unbilled Principal of your Installment Transactions. Current Due may be less than P500 or the sum of items a-e for certain cases to ensure that Minimum Amount Due will not be greater than Total Amount Due.

Or:

B. Your Total Amount Due if it's less than or equal to Five Hundred Pesos (P500).

The one percent (1%) of the unbilled Principal of your Citi PayLite NOW Installment Transactions and interest-bearing Installment Transactions is used only for the purpose of computing the Minimum Amount Due, but the same does not form part of your Total Amount Due for the month until it is actually billed. Interest charges will not apply to the portion of the unbilled Principal included in the computation of the Minimum Amount Due. Also, the payment you make corresponding to the said amount will be applied to reduce your billed balance in accordance with the clause on payment application in this section.

Your Overlimit Amount, if any, is the portion of the Relationship Balance (including unbilled principal on installment transactions, if any) which exceeds your RL or Account Credit Limit. This will be indicated separately from the Minimum Amount Due on your SOA. Once your Card account becomes over limit, all your Citi Cards will be immediately blocked and you may not be able to use any of them. You may only continue to use them after you settle the Overlimit Amount or your total payments have reduced your balance to an amount lower than your RL or Account Credit Limit.

Your Total Amount Due is your billed balance as of Statement Date; it consists of all Card Transactions made or charged on or before the Statement Date and any remaining unpaid balance from the previous SOA.

If you pay less than the Minimum Amount Due by the Payment Due Date, your Card account will be considered past due and the applicable Late Charge, Interest charges and other charges will be incurred by the Card account. Also, the Minimum Amount Due or the portion of the Minimum Amount Due that you did not settle on or before the Payment Due Date based on the current SOA will be reflected as the Past Due Amount on your next SOA. In case your Card account is cancelled or closed due to your failure to pay the required amount by the Payment Due Date, we will declare the total unpaid balance, which includes any unposted transactions and unbilled Monthly Installments Due, to be immediately due and demandable. When we declare the total unpaid balance due and demandable, the Past Due Amount on your SOA will still be computed based on the Minimum Amount Due computation in the 2<sup>nd</sup> paragraph of this section. With the total unpaid balance already being due and demandable, the Minimum Amount Due on your SOA is your Total Amount Due.

If you pay less than the Total Amount Due by the Payment Due Date, your Card account will be charged Interest as described in the Interest Charge section. Even if you pay the Total Amount Due in full on or before the Payment Due Date of your current SOA, any unpaid portion of your Previous Balance will incur Interest as described in the Interest Charge section; the Interest computed on any unpaid amount of the Previous Balance will be charged on your next SOA ("Residual Interest").

We will apply the payment to your Card in the following order:

\*Payment will first be applied to any unpaid Monthly Installments Due of your interest-bearing Installment Transactions billed prior to March 15, 2023.

- a. Billed Monthly Interest component of your interest-bearing Installment Transactions for the month and any unpaid Monthly Interest charge component of your interest-bearing Installment Transactions from the previous month/s;
- b. Citi Cash Advance interest charge for the month and any unpaid Citi Cash Advance interest charge from the previous month/s;
- c. Retail Interest charge on the billed portion of the Principal Amount of your interest-bearing Installment Transactions for the month billed after March 15, 2023 and any unpaid Retail Interest charge on the billed portion of the Principal Amount of your interest-bearing Installment Transactions from the previous month/s;
- d. Retail Interest charge for the month and any unpaid Retail Interest charge from the previous month/s;
- e. Retail interest charge on the billed portion of the Principal Amount of your Citi PayLite NOW Installment Transactions for the month and any unpaid Retail Interest charge on the billed portion of the Principal Amount of your Citi PayLite NOW Installment Transactions from the previous month/s;
- f. Late Charge for the month and any unpaid Late Charge from the previous month/s;

- g. Citi Cash Advance Service Charge for the month and any unpaid Citi Cash Advance Service Charge from the previous month/s;
- h. Retail Charges or Fees for the month and any unpaid Retail Charges or Fees from the previous month/s (i.e. Returned Check Fee, Overlimit Fee, Processing Fee, Cancellation Processing Fee, Disbursement Fee);
- i. Annual Membership Fees for the month and any unpaid Annual Membership Fee from the previous month/s;
- j. Citi Cash Advance for the month and any unpaid Citi Cash Advance from the previous month/s;
- k. Billed Monthly Principal component of your interest-bearing Installment Transactions for the month billed after March 15, 2023, and any unpaid Monthly Principal component of your interest-bearing Installment Transactions from the previous month/s;
- l. Retail Transactions (including Citi One Bill transactions, and insurance premiums) for the month and any unpaid Retail Transaction (including Citi One Bill transactions, and insurance premiums) from the previous month/s;
- m. Billed Monthly Installments Due of your Citi PayLite NOW Installment Transactions for the month and any unpaid billed Monthly Installments Due of your Citi PayLite NOW Installment Transactions from the previous month/s;
- n. Taxes for the month and any unpaid Taxes from the previous month/s (i.e. Insurance Documentary Stamp Tax).

Should there be any excess payment after all billed balances have been settled, the said excess payment will be applied to your unbilled balances as they are posted on your Card account, following the same order. The amount of the overpayment will not be offset against the unbilled Monthly Installments Due.

Check payments will be credited to your Card account only when the check clears in accordance with local and overseas clearing schedules, net of charges from the drawee bank and our own charges. If you are issued two or more Cards, you authorize us to apply, at our discretion and without prior notice, any payment or overpayment to or credit balance from any Card account to any of your other Card accounts.

### **TRANSACTION REVERSAL**

A transaction reversal occurs when a purchase or transaction charged to the card is reversed and the amount of the purchase or transaction is credited back to the credit card account. This can be initiated by the cardholder, the merchant, or us.

Depending on the reason for the transaction reversal, it may be treated as a payment or as a credit adjustment. If it is treated as a payment, the transaction reversal will effectively reduce the Total Amount Due in your latest Statement of Account (SOA). If it is treated as a credit adjustment, while it reduces your outstanding balance, you still need to pay at least your Minimum Amount Due by Payment Due Date.

Regardless of the nature of the transaction reversal, it is advisable to settle at least the Minimum Amount Due of your current SOA in accordance with the Card Payment section.

If there is a transaction reversal on your account, and you want to find out if it is treated as a payment or as a credit adjustment, you may call CitiPhone at 8995 9999 (Metro Manila and other provinces) or 234 9999 (Metro Cebu) between 8AM to 9PM daily.

### **INTEREST CHARGE**

The applicable monthly interest rates for Retail Transactions and for Citi Cash Advance transactions ("Interest") are stated in your Statement of Account. The applicable monthly effective interest rates ("EIR") for Retail Transactions and Citi Cash Advance transactions are stated in the Citi Card Fees and Charges. Interest rates are quoted based on a thirty (30)-day period. For months with more (or less) than thirty (30) days, the applicable Interest rate shall increase (or decrease) accordingly. Interest is compounded monthly. In accordance with the Philippine Accounting Standards (PAS) definition, effective interest rate (EIR) is the



rate that exactly discounts estimated future cash flows through the life of the loan to the net amount of loan proceeds (BSP Circular No. 730, s2011).

If you pay (or had paid) less than the Total Amount Due indicated in your current (or previous) Statement of Account, all Card Transactions and any amounts charged to your Card, including the unpaid portion of the billed Principal component of Monthly Installments Due of your Citi PayLite NOW transactions and interest-bearing installment transactions shall incur Interest until such time that you have paid the total outstanding balance on your Card in full. Interest is compounded monthly.

**We charge interest as follows:**

1. We compute interest daily on Cash Advance starting on the transaction date.
2. Retail Transactions, fees and charges, and the principal amount/s of the Monthly Installment/s Due are charged interest daily starting the day after they are billed on your SOA.
3. Unpaid balances from prior SOAs will be carried over to your current SOA and charged interest daily until fully paid. The computed Interest on the unpaid amount of the previous balance will be charged on your next SOA ("Residual Interest").

Any credits, payments, and/or other adjustments made are deducted from the unpaid balance on their respective transaction dates.

We multiply the respective items above per day by the daily Interest rate (which is the monthly Interest rate divided by 30) to determine the daily Interest. We add up all the daily Interest to determine the total Interest for the billing period. Interest is compounded monthly.

We do not compute Interest on any credit balance.

Although the monthly interest rates are as stated in your SOA, the total Interest you pay on an annual basis may be higher depending on the amounts you pay and when you pay. You can save on Interest when you pay more than the Minimum Amount Due and/or pay earlier. Paying less than the Total Amount Due will increase the amount of Interest and other charges you pay and the time it takes to repay your balance.

**CREDIT BALANCE**

The Card is not designed or intended to store funds, whether as a credit balance, overpayment, or for any other reason (collectively referred to as 'credit balance'). A Card account has a credit balance where the payment made to the Card or the credits reflected on the Card account exceeds the charges or total unpaid balance on the Card account. The credit balance does not earn interest.

You agree not to make a payment which would cause your Card account to reflect a credit balance.

If we receive a payment that exceeds the total unpaid balance on the Card, including any unposted transactions and unbilled Monthly Installments Due, or in the event that the Card account is placed in credit status for whatever reason (for example, if there is a refund for a transaction after you paid the balance on the Card), and the resulting credit balance on the Card account exceeds the thresholds set, we will notify you and return the amount of the credit balance.

The threshold for any credit balance, turnaround time for the return, and the amount of the credit balance to be returned shall be in accordance with Citi policies and the provisions of the applicable laws and regulations, including the US Foreign Account Tax Compliance Act (FATCA).

We will return the credit balance that exceeds your total unpaid balance to a deposit account, which should solely be under your name, at Citibank, or through a Manager's check issued in your name that will be delivered to your registered address in our records.

## **STATEMENT OF ACCOUNT**

While your account is active and has an unpaid balance, we will send you a Statement of Account ("SOA") either to your preferred mailing address or your email address if you are enrolled in Citi Electronic Statement services. If we are unable to verify your preferred mailing address, we will deliver your Citi Card and SOAs to any of the verified addresses in your application form.

For closed Card accounts with credit balance, written off Card accounts, Card accounts with no unpaid balance, or accounts with returned statements, we may send your SOA on a periodic basis.

The SOA is deemed to be accurate unless you notify us of any error in writing within thirty (30) days from the date of the SOA. If you find any error on your SOA, send the signed and completed Cardholder Dispute Form (available via Citibank Online at [www.citibank.com.ph](http://www.citibank.com.ph) or CitiPhone at 8995 9999 in Metro Manila or 234 9999 in Metro Cebu) and any supporting documents via email to [dispute.ph@citi.com](mailto:dispute.ph@citi.com) or deliver them to us at any of our Citibank, N.A. Philippine branches within thirty (30) days from the date of the SOA.

You are not required to pay the disputed amount/s while we are investigating the dispute. However, you must pay the other transactions and charges on the SOA. If, after investigation, we determine that your dispute is invalid, you must settle the disputed amount and the corresponding Interest charges.

Non-receipt of the SOA does not relieve you of your obligation to pay the amounts due on the Card by the Payment Due Date. To avoid incurring Late Charges and further Interest charges and other fees, in case you do not receive your SOA within seven (7) to ten (10) days from the Statement Date, please logon to Citibank Online ([www.citibank.com.ph](http://www.citibank.com.ph)) to view your SOA online, or call CitiPhone (8995 9999 in Metro Manila or 234 9999 in Metro Cebu) immediately and pay before the Payment Due Date.

You may view the Citibank Online, Citi Electronic Statements and Citi Alerts User Agreements at [www.citibank.com.ph/useragreements/cbolstatementsandalerts](http://www.citibank.com.ph/useragreements/cbolstatementsandalerts).

## **CARDHOLDER INFORMATION AND UPDATING**

To help prevent money laundering and terrorist financing, Philippine laws and regulations, as well as internal policy, require us to obtain, verify, and record information that identifies each person who opens an account with us. This means that when you open an account with us, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also obtain a copy of your photo ID or other identifying documents.

You must notify us immediately of any change to your mailing address (residence and/or office), email address, and/or phone numbers (landline and/or mobile), and other relevant information to avoid delays or failure in the delivery of your SOA, physical card or other notices. You may notify us of such changes through Citibank Online ([www.citibank.com.ph](http://www.citibank.com.ph)), CitiPhone (8995 9999 in Metro Manila or 234 9999 in Metro Cebu).

We must be able to verify your preferred mailing address. If we are unable to verify your preferred mailing address, **we may deliver your physical card, and SOAs to any of the verified addresses in your application form.**

We shall not be responsible for any consequences that may arise due to your inability to receive any SOA or to pay your outstanding Card obligations as a result of your failure to notify us in a timely manner of any change in your mailing address, contact or other cardholder information.

You shall also provide us with such information and documents as we may require from time to time, and shall update that information as required by us from time to time, to enable us or any affiliate of ours to comply with any law or regulation or any Government Requirement. "Government Requirement" means any applicable law or regulation, legal, governmental or regulatory authority or agreement entered into by us and any governmental authority or between two or more governmental authorities; such law, regulation or authority may be domestic or foreign.

It is your responsibility to notify us of any change in your other information, such as civil status, citizenship, employment details and income. You agree to submit (i) your Income Tax Return (ITR), whether you are a salaried employee or self-employed; (ii) additionally, your Financial Statements (FS) if you are self-employed; (iii) Certificate of Employment if you are a salaried employee; and (iv) other documents (collectively "Income Documents") annually.

### **CONSENT FOR PROCESSING, PROFILING AND SHARING OF DATA AND INFORMATION (DATA PRIVACY TERMS)**

Please read these provisions (the "Consent") on Processing, Profiling and Sharing of Data and Information thoroughly. Capitalized terms used herein shall have the meanings set forth in UnionBank Data Privacy Statement, the terms of which are incorporated herein by reference. UnionBank's Data Privacy Statement ("Data Statement") can also be viewed online at <https://www.citibank.com.ph/static/data-privacy-statement>.

The words "You" and "Your" refer to you as a banking, brokerage, credit, debit or prepaid card or loan prospect/applicant or client or Relevant Individual of a Data Subject of UnionBank. The words "We", "Our" and "Us" refer to Union Bank of the Philippines.

1. You agree that your application, enrollment, purchase, maintenance, access or continued use of any of the Bank's products and services shall be deemed as your acceptance and agreement to be bound by the provisions of these terms.

- a. You hereby agree that all Personal Data (as defined under the Data Privacy Act of 2012 and its implementing rules and regulations), customer data and account or transaction information or records (collectively, the "Personal Data") relating to you with us from time to time may be processed, profiled or shared to, by and between UnionBank., and any of its affiliates and subsidiaries or each of the domestic Authority or Data Recipients (whether in or outside the Philippines) and for the purposes as set out in UnionBank Data Statement in force provided by us to you from time to time or for compliance with any law, regulation, government requirement, treaty, agreement or policy or as required by or for the purpose of any court, legal process, examination, inquiry, audit or investigation of any Authority. The aforesaid terms shall apply notwithstanding any applicable non-disclosure agreement. You acknowledge that such Information may be processed or profiled by UnionBank's Personal Information Processors or shared with jurisdictions which do not have strict data protection or data privacy laws.

2. You agree that the Data Statement from time to time in force shall in all respects apply in relation to your application, account and any matter arising therefrom or incidental thereto. You agree that the Data Statement is deemed to be incorporated by reference into this Consent.

3. You understand and agree that you must provide us with such information as we may require from time to time to enable us or relevant Data Recipient to comply with any law or regulation, government requirement, treaty, agreement or policy or as required by or for the purpose of any court, legal process, examination, inquiry, audit or investigation of any Authority.

4. You acknowledge that we may use voice recognition technology to collect and analyze your voiceprint biometric data for the purpose of identity verification when you give instructions through the phone.

5. You consent, in connection with any proposed novation, assignment, transfer or sale of any of our rights and/or obligations with respect to or in connection with your account and any products, facilities and

services available in connection with the account, to any novatee, assignee, transferee, purchaser or any other person participating or otherwise involved in such transaction, to the disclosure, to any such person, by us, of any and all Information which may be required in relation thereto.

6. You understand and consent that the processing, profiling and sharing apply during the prospecting and application stages, as well as for the duration of and even after the rejection, termination, closure or cancellation of the account or relationship or Services (collectively "Termination") for a period of at least ten (10) years from the Termination of your last existing account or relationship or that of the Relevant Individual as determined by us. Where we deem it necessary or are required to fulfill foreign and domestic legal, regulatory, governmental, tax, law enforcement and compliance requirements and disclosure to each of the Authority or Industry Organization, you understand and consent that the storage will be made even after a period of ten (10) years from such Termination until the final conclusion of any requirement or disclosure obligation, dispute or action.

7. You understand and consent that the processing, profiling and sharing apply during the prospecting and application stages, as well as for the duration of and even after the rejection, termination, closure or cancellation of the account or relationship or Services (collectively "Termination") for a period of at least ten (10) years from the Termination of our last existing account or relationship or that of the Relevant Individual as determined by you. Where you deem it necessary or are required to fulfill foreign and domestic legal, regulatory, governmental, tax, law enforcement and compliance requirements and disclosure to each of the Authority or Industry Organization, you understand and consent that the storage will be made even after a period of ten (10) years from such Termination until the final conclusion of any requirement or disclosure obligation, dispute or action.

8. Automated Decision-making. You agree that we may use your Personal Data and other Information for automated processing and automated decision-making in connection with the prospecting, application, establishment, maintenance, renewal, reissuance, cancellation and closure of your account/s, relationship/s and/or card/s, including the provision of Services.

9. For any update, change, supplement, reconfirmation or remediation of the Data Statement and/or these consents, you hereby specifically authorize the following to accept the Data Statement and to provide the consents anew to us on your behalf in any acceptable form or evidence as determined by us:

- a. any one of the accountholders in a joint account or relationship;
- b. principal cardholder in a card account or relationship;
- c. any one of the security party or guarantor in a borrowing account or relationship;
- d. company representative in an institutional or corporate client, a merchant party, a commercial card or prepaid card account or relationship; or
- e. where any one of the above is not present as determined by us, any person as has been authorized by you to act on your behalf.

10. You acknowledge that account opening forms or transaction forms and other similar documents used for UnionBank's products and services are not and should not be construed as an offer, invitation, or solicitation to buy or sell any of UnionBank's product/s and service/s.

11. These provisions shall be in addition to, and not in substitution for, any other provision agreed to between you and UnionBank (whether before or after the date hereof) which gives broader rights of disclosure to UnionBank than contained herein.

For purposes of these Terms and Conditions, "Control" means an entity that possesses directly or indirectly the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of shares or the possession of voting power, by contract or through other means or any legal or natural person ultimately has a controlling ownership interest in a legal person or exercises control through any arrangement. "Customer Affiliate" means any entity, present or future, that directly or indirectly Controls or is Controlled by or is under common Control with you, and any branch thereof. "Data Subject" means an individual whose Information is processed, and may also include a juridical entity, where applicable. Data Subjects may be you, your personnel, customers, suppliers, payment remitters or payment

beneficiaries, or other persons. "Related Party" means any natural person or entity, or any branch thereof, that (i) owns, directly or indirectly, our stock (if the customer is a corporation), (ii) owns, directly or indirectly, profits, interests or capital interests in you (if the customer is a partnership), (iii) is treated as your owner, (iv) holds, directly or indirectly, beneficial interests in you (if the customer is a trust), (v) is a natural person who exercises control over you, such as a settlor, protector or beneficiary of a trust, or a person or entity which otherwise has a controlling ownership in or otherwise exercises control over you through any arrangement or other means (if the customer is an entity), (vi) is designated as your signatory or representative (if the customer is an entity).

## **PRODUCT AND SERVICE OFFERS**

You agree that we may process, profile and share your Personal Data and other Information to our offices, branches, subsidiaries, affiliates, agents, representatives, and third-party service providers and other Data Recipients, to offer, solicit, sell, and conduct marketing activities through mail, email, fax, SMS, telephone or other means of communication, including social media, for the duration of and even after the closure or cancellation of the account. This serves as your consent for any transfer, disclosure and processing of your name, address, contact details, and other relevant Information to, between and among our offices, branches, subsidiaries, affiliates, agents and representatives and certain companies for the said purposes and under applicable laws and regulations.

## **COMMUNICATIONS AND RECORDING**

### **Telephone Communications and CitiPhone**

By using CitiPhone (8995 9999 in Metro Manila or 234 9999 in Metro Cebu), by providing your phone numbers to us, and by calling or accepting calls from us or our service providers in connection with your Card account, you authorize us and our service providers to record, store, replay, and share with any third party all conversations with you and/or on your phone numbers/lines, including calls with our service providers and with any person who may answer the phone on your behalf. You agree that these records may be used by us or our service providers for any lawful purpose, particularly as evidence in any proceeding, judicial or administrative. You are responsible for informing any person who may answer the phone on your behalf, as your representative, that we and our service providers shall record, replay and use the calls with him or her and that this is being done with your authorization.

- a. You authorize us to accept and execute instructions on any Card transaction given by you or purportedly given by you by telephone (with no need for a call-back procedure). You agree that we may rely on such instructions given by you or a person purporting to be you, which are referable to you in accordance with our prescribed verification procedure prevailing at that time. For telephone instructions, we may ask in accordance with our prescribed verification procedure at that time, questions about you and about the details of your Card account to try and verify your identity. You agree that we have no obligation to investigate or verify the authenticity or authority of the person providing the instructions regardless of the circumstances prevailing at the time of such instructions or the nature of the transaction, provided that he/she has been verified in accordance with our prescribed verification procedure.
- b. You agree that we and our service providers are not liable for any loss, damage or expense that results from our actions on any telephone instructions or communications made after we have verified your identity through our or our service provider's prescribed verification procedure at that time. You shall indemnify us and our service providers against any loss, damage, cost, and fees that we may suffer arising from us so acting.
- c. You also agree that we and our service providers may, without prior notice to you, refuse to act on any telephone instruction and that we are entitled to ask for written confirmation of your telephone instruction even if you had been verified in accordance with our prescribed verification procedure. We may refuse to act on any telephone instruction until we receive a written confirmation of your instruction. Your TPIN and your One-Time PIN (OTP) are strictly confidential. For your own protection, do not disclose your TPIN or your OTP to anyone. You may change your TPIN at any

time by giving us telephone instructions, identified by your TPIN or through our verification procedure.

We and our service providers may reject any number you select as your TPIN without giving any reason therefor. We or our service providers shall confirm your new TPIN either through the Integrated Voice Response System (IVRS) when you give telephone instructions or by notifying you. Your new TPIN will take effect once you get the confirmation. We may, at any time, withdraw or change any or all of the CitiPhone services and cancel your TPIN at any time.

- d. You also agree to hold us and our service providers free and harmless in case your TPIN or OTP is revealed to any person and for any loss or damage you may suffer if we or our service providers follow telephone instructions which were identified by your TPIN or by your OTP or otherwise by the prescribed verification procedure.
- e. You shall also not hold us or our service providers liable for the cancellation of your TPIN.

### **Electronic Message**

You agree that we may communicate with you through SMS, email, social media, instant messaging applications, or any other means of communication for prompts, reminders and notices concerning your Card account ("Electronic Message"). Electronic Messages are sent to you for convenience, information, notification or demand purposes. We do not guarantee the timely delivery or accuracy of an Electronic Message; it may not be current at the time of delivery due to delivery lag time. You agree that each Electronic Message may be sent to you without being encrypted and may include your personal and Card account information. It is your responsibility to ensure the security of your mobile phone, email account, and computer/electronic devices, and to inform us of any changes to your mobile phone number and email address in a timely manner.

You agree to hold us free and harmless against any and all liability, administrative, civil or criminal, including those that relate to any secrecy laws or regulations, if any Electronic Message is viewed or accessed by any other person, as well as against any liability resulting from your failure to update your mobile number or email address with us, rendering us unable to send Electronic Messages to you.

### **BREACH**

You will be considered in breach in any of the following events:

- a. You do not pay your Minimum Amount Due, the Overlimit Amount, if any, and the Past Due Amount, if any, as applicable;
- b. Any creditor tries, by legal process, to seize any of your assets with us, our subsidiary or affiliate;
- c. You apply for payment relief under the insolvency law or other bankruptcy laws;
- d. You fail to observe any of the terms and conditions of this Citi Card Agreement or any of the terms and conditions of any Card product, service or facility (see Acceptance, Assignment, Offsetting, and Amendments);
- e. You fail to observe any of the terms and conditions of any contract or evidence of indebtedness and/or other related documents which you executed or we issued to you in connection with any credit and loan facilities that we granted or that was granted by our subsidiaries or affiliates, or another financial institution or other lender in your favor;
- f. You are charged with, convicted of or under investigation by any authority for violation of Republic Act No. 8484 (Access Devices Regulation Act of 1998), the Anti-Money Laundering Act (Republic Act No. 9160, as amended) or other laws or regulations relating to credit cards or bank transactions; or we have prima facie evidence to charge you with a violation of any of the provisions of such laws or regulations; or
- g. We believe, on reasonable grounds, that we were induced by fraudulent misrepresentation to grant you the credit facility.

In case of breach in any of your Cards or credit facilities with us, we may, without prior notice to you, cancel and revoke your right to use all or any of your Cards or other credit facilities with us, and declare the total unpaid balance, which includes any unposted transactions and unbilled Monthly Installments Due, under any of your Cards to be immediately due and demandable. You shall be liable to pay Interest and Late Charges, and other fees, as applicable. We will notify you within seven (7) business days or within such other period as prescribed by law or regulation. You may, however, appeal the suspension or cancellation of your Card subject to mutual agreement with us.

In the event that we need to refer your Card account to a collection service provider or to a different collection service provider, we will advise you in writing of the endorsement of your Card account at least seven (7) business days prior to the actual endorsement. Such notification will include the full name of the collection service provider and its contact details. If we need to refer your account to a collection service provider or to a lawyer, you are liable to pay the cost of collection, attorney's fees and the litigation and judicial expenses.

### **LIMITATION TO LIABILITY**

Our liability under this Citi Card Agreement, if any, will not exceed Three Thousand Pesos (Php3,000). In any legal action filed against us in connection with this Citi Card Agreement or any incident under it, our maximum liability will not exceed Thirty Thousand Pesos (Php30,000), except when we are found guilty of willful misconduct.

### **PREVENTION OF PERFORMANCE**

We will not be responsible for any failure to perform any of our obligations with respect to any product or service offered if such performance would result in a breach of any Government Requirement or if its performance is prevented, hindered or delayed by a Force Majeure Event. In such case, our obligations will be suspended for so long as the Force Majeure Event continues (and, in our case, no other branch or affiliate shall become liable). We will not be responsible for any action taken to comply with economic sanctions or Government Requirement (and no other branch or affiliate shall become liable). "Force Majeure Event" means any event due to any cause beyond our control, such as restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of any communication, clearing or payment system, sabotage, fire, flood, explosion, acts of God, economic sanctions, Government Requirements, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government or similar institutions.

### **WITHHOLDING**

You are responsible for all taxes on amounts we paid or returned to you. If required by any applicable Government Requirement, you authorize us to deduct or withhold for or on account of taxes on such amounts.

### **ACCEPTANCE, ASSIGNMENT, OFFSETTING, AND AMENDMENTS**

By signing on the application, the physical card, or the charge slip and/or by your retention and use of the Card, you acknowledge that you have read, understood and agree to be bound by this Citi Card Agreement in its entirety, including the Citi Card Fees and Charges, the Card application form, and the terms and conditions that may be made available to you separately in connection with all the Citi products, programs, services, facilities and benefits associated with your Card, such as, but not limited to, the Citi Cash Advance, Citi PayLite Installment Plan, Citi Speed Cash, Citi Balance Transfer Facility, Citi FlexiBill Facility, Citi PayLite after purchase Facility, Citi PayLite for bank transactions Facility, Citi One Bill payment Facility, Citibank Online, Citi Electronic Statement, Citi Alerts Service, Citi Cash Back Card Terms and Conditions, Citi Platinum Visa Terms and Conditions, Citi PremierMiles Card Terms and Conditions, Citi Rewards Card Terms and Conditions, Citi Prestige Terms and Conditions, Mercury Citi Card Terms and Conditions, Shell Citi Card Terms and Conditions, Cebu Pacific Citi Card Terms and Conditions, Citi ThankYou Points Terms and Conditions, Rustan's Citi Card Terms and Conditions, Citi Simplicity+ Card Terms and Conditions, Citi Grab Card Terms and Conditions, Citi Mobile, and CitiPhone, which may or may not be explicitly defined

or referred to in this Citi Card Agreement, as well as any amendments to this Citi Card Agreement and to such separate terms and conditions. The Citi Card Agreement also includes charge slips and/or other records of Card usage, and such other rules, regulations, terms and conditions as we shall issue from time to time. In addition, you also agree to be bound by any and all existing or future laws, regulations and official issuances governing the use of your Card and all the services and facilities associated with the Card. In case any section of this Citi Card Agreement is declared invalid or unenforceable under any law by a competent authority, other sections will not be affected and will continue to remain valid and binding.

You agree that we may assign, discount or transfer part or all of our rights and/or obligations under this Citi Card Agreement or under any Card transaction without any notice. In the event of such assignment, you agree not to assert set-off rights of any obligations we may owe you, against the assignee.

We may make amendments to this Citi Card Agreement, including the fees, charges, and terms, at any time and will notify you of these changes accordingly. Your continued retention or use of the Card after we have given you notice of such changes means that you have accepted and agreed to the changes. If the amendments or changes are not acceptable to you, you may close your Card account by calling CitiPhone (8995 9999 in Metro Manila or 234 9999 in Metro Cebu).

In case you close your Card account for any reason, your total unpaid balance, which includes the unposted transactions and unbilled Monthly Installments Due, will become due and demandable immediately; you must pay your total unpaid balance on or before the Payment Due Date of your next SOA. Upon closure or cancellation of your Card account, your Minimum Amount Due on the SOA equals your Total Amount Due. After you close your Card account, please cut your physical card in half and punch a series of holes on the magnetic strip and/or chip to avoid the compromise of the Card or its further use.

In case of any breach of these terms and conditions, you irrevocably authorize us to act as your attorney-in-fact with full power and authority to do what we deem appropriate and legally permissible in relation to your Card account/s. You agree that we may, at any time and without notice, offset your dues or obligations against your deposits, investments and other assets that we, our subsidiaries and affiliates have in our custody or control. You grant us full power and authority to inquire about and assert our legal claim on these deposits, investments and assets and to apply all or part of these assets to offset your obligations. In line with this, you also authorize the disclosure to us of any information on your funds or properties that are in our subsidiaries' or affiliates' possession or custody. You hereby ratify and confirm all acts and deeds that we may do or perform under this authority.

This Citi Card Agreement is governed by the laws of the Republic of the Philippines. The exclusive venue of all suits to enforce this Citi Card Agreement is only in the proper courts of Pasig City; you waive any other venue.



## **DATA PRIVACY STATEMENT**

This Data Privacy Statement (“Data Statement”) is applicable to all persons who have established or propose to establish an account and/ or relationship with, and/ or who have provided or propose to provide a guarantee or third party security (the “Data Subject”) to: (i) UnionBank or (ii) any other entity owned or controlled by UnionBank. This Data Statement can also be viewed online at <https://www.unionbankph.com/privacy-security>. This Data Statement has been prepared by UnionBank in connection with the Data Privacy Act of 2012 and its implementing rules and regulations (the “DPA”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the DPA. To the extent that any similar agreement and consent involving the data and information of the Data Subject are required under Philippine bank secrecy laws and regulations, this Data Statement is applicable for such purpose.

### 1. General

a. The Data Subject agrees that the use or continued use of any of the Bank’s products and services or maintenance of an account or relationship shall be deemed as the Data Subject’s acceptance and agreement to be bound by the provisions of this Data Statement.

b. From time to time, it is necessary for a Data Subject to allow UnionBank to undertake processing, profiling and sharing of Personal Data, customer, transaction or account data and information (collectively, the “Personal Data”) in connection with the prospecting, application, establishment or maintenance of accounts or relationships, including provision of banking, credit facilities or financial, or customer services (collectively, the “Services”).

c. Failure to supply the Information to the Bank, and allow the Bank to undertake processing, profiling and sharing of such Information may result in the Bank being unable to provide or maintain the Services to the Data Subject.

d. The Data Subject warrants to the Bank that where he/she or his/her representatives is/are responsible for the provision of any Information relating to any Relevant Individual (as defined below) to the Bank, or actually provide/s any such Information to the Bank, that he/she has informed each Relevant Individual and such Relevant Individual has given consent to, the Bank’s processing, profiling and sharing of the Information as described in this Data Statement, and that the Data Subject will obtain such consent in advance of providing any similar Information in the future.

e. The Data Subject agrees that Information of the Data Subject and a Relevant Individual may be processed, profiled and shared in and to any country/ jurisdiction as the Bank considers appropriate or necessary, as described below. Such Information may also be processed, profiled and shared in accordance with the local practices and laws, rules and regulations (including any regulatory requests, governmental acts and orders) in such country/jurisdiction.

f. The Data Subject understands and consents that the processing, profiling and sharing apply during the prospecting and application stages, as well as for the duration of and even after the rejection, termination, closure or cancellation of the Services (collectively “Termination”) for a period of at least ten (10) years from the Termination of the last existing account or relationship of the Data Subject or Relevant Individual as determined by the Bank. Where the Bank has deemed it necessary or required to fulfill foreign and domestic legal, regulatory, governmental, tax, law enforcement and compliance requirements and disclosure to any foreign or domestic market exchange, court, tribunal and/or legal, regulatory, governmental, tax and law enforcement authority or self-regulatory organization, the Data Subject understands and consents that the storage will be made even after a period of ten (10) years from such Termination until the final conclusion of any requirement or disclosure obligation, dispute or action.

## 2. Description of the Personal Data to be entered into the System

From time to time, the Bank may collect directly from the Data Subject, from any person authorized by the Data Subject in a manner approved by the Bank, from third parties including Relevant Individuals (as defined below) and from available sources, the following data, and enter the data into any system for processing, profiling and sharing:

a. Personal Data and account information about the Data Subject, family members, friends, beneficiaries, attorneys, attorneys-in-fact, shareholders, beneficial owners (if relevant), persons under any trust, trustees, partners, committee members, directors, officers or authorized signatories, guarantors, other security and other individuals (collectively for all of the foregoing who are natural persons, "Relevant Individuals"), which may include names, identification particulars, contact details, products and services, portfolio information, transaction activity, patterns, history and behavior, employment information, financial background, educational background and demographic data;

b. Data and information generated in the ordinary course of prospecting, accepting applications, establishment, continuation and Termination of Services with the Bank, or when a Relevant Individual gives instructions, writes checks, withdraws funds, transfers funds, deposits money, enters into a transaction or arranges banking/credit facilities for himself/herself or for any third party or participates in promos, programs, contests, surveys and other information and records, such as providing preferences, answers to questions intended for security verification, and other data the Data Subject chooses to provide; and,

c. Information from cookies, or other technologies deployed for analysis of visits to, usage and transactions in websites, mobile applications, SMS or the use of any information technology application of and by the Bank, social media networks, data aggregators and data integrators and other available data sources and the use of the internet.

## 3. Scope and Method of Personal Data Processing, Profiling and Sharing

The scope and method of Personal Data processing by the Bank cover the following:

"Processing" refers to any operation or any set of operations performed upon Personal Data including, but not limited to, the collection, recording, organization, storing, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure or destruction of data, and outsourcing of these activities. Processing may be performed through automated means, or manual processing, if the Personal Data are contained or are intended to be contained in a system.

"Profiling" refers to any form of automated processing of Personal Data consisting of the use of Personal Data to evaluate certain personal aspects relating to a natural person, in particular to analyze or predict aspects containing that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behavior, location or movements.

"Data sharing" or "sharing" is the disclosure or transfer to a third party of Personal Data or Information by the Bank or its data processors or recipients of the data, and excludes outsourcing.

## 4. Purpose of Personal Data Processing, Profiling and Sharing

The Data Subject agrees that the Personal Data may be processed, profiled or shared by the Bank or any person who has legitimately obtained such data from the Bank for any of the following purposes (collectively "Permitted Purposes"):

a. To establish, maintain or terminate accounts and establish, provide or continue banking/credit facilities or financial services including investment, trust, insurance, credit, debit, charge, prepaid or any type of card, loan, mortgage, auto loan, financial and wealth management products and services and otherwise maintaining accurate "know your customer" information and conducting anti-money laundering and

sanctions, credit and background checks (whether such facilities or services are offered or issued by Bank, Bank's affiliates, third parties or through other intermediaries, providers or distributors);

b. To provide, operate, process and administer Bank accounts and services or to process applications for Bank accounts and services, including banking/financial transactions such as remittance transactions and credit/ financial facilities, subscription or proposed subscription of products or services (whether offered or issued by Bank or otherwise), and to maintain service quality and train staff;

c. To undertake activities related to the provision of the Bank accounts and services including but not limited to transaction authorization, statement printing and distribution, customer service and conduct of surveys, the provision of research reports, offering documents, product profiles, term sheets or other product related materials, administration of rewards and loyalty programs;

d. To provide product related services and support, including, without limitation, provision of processing or administrative support or acting as an intermediary / nominee shareholder / agent / broker / market participant /counterparty in connection with participation in various products including investment, trust, insurance, credit, debit, charge, prepaid or any type of card, loan, mortgage, auto loan, financial and wealth management products and services (whether such products are offered or issued by the Bank, the Bank's affiliates, third parties or through other intermediaries, providers or distributors);

e. To fulfil foreign and domestic legal, regulatory, governmental, tax, law enforcement and compliance requirements and disclosure to any foreign or domestic market exchange, court, tribunal, and/or legal, regulatory, governmental, tax and law enforcement authority (each, an "Authority") pursuant to relevant guidelines, regulations, orders, guidance or requests from the Authority) and comply with any treaty or agreement with or between foreign and domestic Authorities applicable to the Bank, their agents or providers;

f. To verify the identity or authority of Relevant Individuals, representatives who contact the Bank or may be contacted by the Bank and to carry out or respond to requests, questions or instructions from verified representatives or other parties pursuant to the Bank's then-current security procedures;

g. For risk assessment, statistical and trend analysis and planning purposes, including to carry out data processing, statistical, credit, risk and anti-money laundering and sanctions analyses, creating and maintaining credit scoring models, and otherwise ensuring potential or ongoing credit worthiness of Relevant Individuals and Data Subjects, including conducting banking, credit, financial and other background checks and reviews, and maintaining banking, credit and financial history of individuals (whether or not there exists any direct relationship between that Data Subject or Relevant Individual, and the Bank) and creating and maintaining business development plans and activities for present and future reference;

h. To monitor and record calls and electronic communications with Relevant Individuals and Data Subjects for record keeping, quality assurance, customer service, training, investigation, litigation and fraud prevention purposes;

i. For crime and fraud detection, prevention, investigation and prosecution;

j. To enforce (including without limitation collecting amounts outstanding) or defend the rights of the Bank, its employees, officers and directors, contractual or otherwise;

k. To perform internal management and management reporting, to operate control and management information systems, and to carry out business risk, control or compliance review or testing, internal audits or enable the conduct of external audits;

l. To enable an actual or proposed assignee of the Bank, or participant or sub-participant or transferee of the Bank's rights in respect of the Data Subject to evaluate or consummate a transaction intended to be the subject of the assignment, transfer, participation or sub-participation;

m. To comply with contractual arrangements or to support initiatives, projects and programs by or between financial industry self-regulatory organizations, financial industry bodies, associations of financial services providers or other financial institutions (each, an "Industry Organization"), including assisting other financial institutions to conduct background or credit checks or collect debts;

n. To manage the Bank's relationship with the Data Subject, which may include providing information about the Data Subject or a Relevant Individual, to the Bank;

o. For marketing to us and to individuals with similar profiles, attributes or behavior, banking, financial, credit, investment, trust, insurance, credit, debit, charge, prepaid or other types of card, loan, mortgage, and wealth management related products or services, conducting market, product and service research, and designing or refining any products or services including by conducting data analysis, and surveys, by various modes of communication including mail, telephone call, SMS, electronic mail, internet, mobile, social media, chat, biometric, and other technological tools and development;

p. To comply with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within UnionBank and its subsidiaries and affiliates and any other use of data and information in accordance with any programs for compliance with tax, sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities; and,

q. Purposes relating directly thereto.

## 5. Classes and Recipients of the Personal Data

In addition, the Data Subject agrees that the Personal Data may be processed, profiled and shared, to the following entities inside or outside the Philippines (each, a "Data Recipient"), in accordance with any purpose described in the Permitted Purposes:

a. Any person, agent, broker, adviser, contractor or third party service provider who provides administrative, mailing, telemarketing, direct sales, telecommunications, call centre, business process, travel, visa, knowledge management, human resource, data processing, information technology, computer, information security, payment, debt collection, credit or business information, reference or other background checks, leads and referrals, nominee or securities clearing, consulting service, or other services to the Bank in connection with the operation of the business of the Bank and the Data Subject;

b. Any person or entity which is part of UnionBank to the extent necessary to fulfil the relevant Permitted Purpose;

c. Any drawee bank check clearinghouse, or the service provider of the foregoing, in connection with any cheque or equivalent;

d. Credit reference or information company or bureau, and fellow users, members or subscribers of the foregoing company, bureau or agency (including, where such entities are users, members or subscribers of the foregoing, universal, commercial and thrift banks, including their trust departments, rural banks and entities with quasi-banking license issued by the BSP, including their subsidiaries and/or affiliates that are engaged in the business of providing credit; life insurance companies, mutual benefit associations and other similar entities supervised by the Insurance Commission; credit card companies; financing companies; trust entities; investment houses with quasi-banking license; nongovernmental organizations engaged in the micro financing business; government lending institutions, both government financial institutions and government-owned and controlled corporations engaged primarily in lending; cooperatives engaged in lending activities such as credit cooperatives or financial services cooperatives; other entities providing credit facilities; telecommunications companies); and, in the event of default, skip or asset tracing and debt collection agency;

e. Any person or entity to whom UnionBank is under an obligation or otherwise required to make disclosure pursuant to legal process or under the requirements of any foreign or domestic law, regulation, court order or agreement entered into, binding on or applying to UnionBank, or agreement entered into by UnionBank and any foreign or domestic Authority or between or among any two or more domestic or foreign Authorities, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any Authority, or Industry Organization with which UnionBank is required or expected to comply or participate, or any disclosure pursuant to any contractual or other commitment of UnionBank with an Authority, or Industry Organization, all of which may be within or outside Philippines including disclosure to any Authority, whether such legal process, obligation, request, requirement, agreement or guidance may be existing currently or created in the future;

f. Any financial institution, processing agent, intermediary, payment infrastructure provider, clearinghouse, issuer, borrower, underwriter, dealer, seller, registrar, registry, paying and collecting agent, custodian, depository, underwriter, fund manager, fund provider, insurer, credit card company, acquiring company, card network or association, securities and investment services provider, trustee or any other person who will be involved in the transactions, Services or any banking/credit or financial activities or with whom the Data Subject has or proposed to or is required to have dealings;

g. Any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the Data Subject or any other Relevant Individual, of all or any part of the assets or business of the Bank; and,

h. Any party giving or proposing to give a guarantee or third party security to guarantee or secure the Data Subject's obligations or those of any Relevant Individual.

i. Third party reward, loyalty, privileges, programs or other related services and/or service or product provider;

j. Co-branding partners of the Bank (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and

k. Charitable or non-profit making organizations or other recipients of donations or contributions from the Data Subject;

l. The respective subcontractor, assignee, vendor or delegate of each of the above-described person or entity.

## 6. Rights of a Data Subject / Amendment of Data Statement

a. Under and in accordance with the terms of the DPA, any individual has the right:

- (i) To be informed whether Personal Data is being or has been processed. This includes processing through automated decision-making and profiling;
- (ii) To require the Bank to correct any Personal Data relating to the Data Subject which is inaccurate;
- (iii) To object to the processing of the Personal Data in case of changes or amendments to the Personal Data supplied or declared to the Data Subject;
- (iv) To access the Personal Data;
- (v) To suspend, withdraw or order the blocking, removal or destruction of the Data Subject's Personal Data from the Bank's system. It is understood and acknowledged by the Data Subject that where the Data Subject exercises his right set out in this provision, the Bank reserves its right to Terminate the Services;

(vi) Requests in relation to the above or for information regarding this Data Statement are to be addressed as follows:

<b>Attention to</b>	<b>Data Protection Officer</b>
Address:	UnionBank of the Philippines 33/F UnionBank Plaza, Meralco Avenue corner Onyx Road, Pasig City
Email address:	dpo@unionbankph.com

b. The Data Subject hereby agrees that the Bank may amend and vary this Data Statement and the account terms from time to time and that upon notification of such amended Data Statement, the contents thereof shall similarly amend, vary and supplement such account terms and conditions, agreements and/or arrangements aforesaid with effect from the date specified in such amended Data Statement, and without prejudice to the foregoing, the Data Subject's use or continued use of any of the Bank's services after such change shall also be deemed as his/her acceptance and agreement to the same.

c. Nothing in this Data Statement shall limit the rights of Data Subjects under the DPA.

**For any concerns, you may call us at (632) 8995-9999 or send us a message through [www.citibank.com.ph](https://www.citibank.com.ph).** This bank is regulated by the BSP with contact details at <https://www.bsp.gov.ph>.

For your complaints/concerns, we will endeavor to resolve these within seven (7) business days. For complaints/concerns requiring more time to resolve, we will be in touch with you and inform you of the progress.

**Version: March 2023**