

## **Metrobank Card Terms and Conditions Governing the Issuance and Use of the Credit Card**

### **KNOW ALL MEN BY THESE PRESENT:**

In consideration of the issuance of the credit products (the Credit Card) provided by Metrobank Card Corporation (MCC), the Credit Card Member (Card Member) and his co-obligor, if any, and MCC herein bind themselves to faithfully comply with the following terms and conditions governing the issuance and use of the Credit Card or any renewal thereof, to wit:

1. **AUTHORITY TO ISSUE CREDIT CARD.** The Card Member and co-obligor, hereby unconditionally and absolutely authorize MCC to issue, at any time and at its discretion, any and/or all Credit Card product/s in case the Card Member is qualified for membership, therein, even without the written conformity of, or notice to the co-obligor. The signing and/or use of any Credit card product/s shall constitute conclusive proof of consent of the Card member/co-obligor to be bound by the terms and conditions of this agreement. The Card Member and the co-obligor agree to hold MCC free and harmless from any and all liabilities in the exercise of said discretion.
2. **SUPPLEMENTARY CARD(S).** The Card Member may apply in writing for issuance of supplementary card(s). Issuance of supplementary card(s) shall be at the exclusive option of MCC even without the written conformity of, or notice to, the co-obligor. The use of the supplementary card(s) shall be conclusive proof of notice and consent of the co-obligor. The Card Member shall have the option to assign monthly spending limits to each supplementary card.

Unless otherwise expressly stated in this Terms and Conditions, or unless it contradicts to the true intentions of the provisions herein, the term "Card Member" used in this document shall include the supplementary card holders of the Card Member.

3. **CORPORATE ACCOUNTS.** In case of corporate accounts, the company shall be considered as the Card Member but the Credit Card(s) shall be issued in the name of the company's authorized representative(s) subject to the evaluation and approval of MCC.
4. **JOINING FEE/ANNUAL MEMBERSHIP FEE.** The Card Member, upon approval of his credit card application shall pay a joining fee and annual membership fee in such amounts as may be fixed and announced by MCC. Renewal and/or reinstatement of the Credit Card shall be at MCC's exclusive option. All paid membership fees are non-refundable even if the credit privileges are suspended or terminated, or if the Credit Card is surrendered by the Card Member before the expiry date.
5. **LIABILITY OF CARD MEMBER, CO-OBLIGOR, SUPPLEMENTARY MEMBER(S) AND COMPANIES (Corporate Accounts).** The Card Member, supplementary member(s) and/or co-obligor, if any, shall be jointly and severally liable to pay all purchases, cash advances and all charges, including, but not limited to, the non-refundable fees, charges and taxes required by the government, made and imposed through the use of the principal and supplementary card(s), without necessity of proof of a signed charge slip or other documents. In case of corporate accounts, the company and its authorized representative(s) shall be jointly and severally liable for the payment of the same, without necessity of proof of a signed charge slip or other documents, whether or not the same were incurred for the company. Said obligation shall continue in case the Credit Card is renewed or reinstated by MCC, even without the written conformity of, or notice, to the co-obligor, and despite the suspension or termination of the Credit Card.
6. **SOLIDARY LIABILITY.** The Card Member's spouse, or the company in case of corporate accounts stated in Clause 3, shall be jointly and severally liable for all the availments, advances and charges made by the Card Member using the Credit Card.

7. **SURETY.** The Card Member's spouse who is a supplementary cardholder, or the company in case of corporate accounts stated in Clause 3, shall automatically become a surety who shall be jointly and severally liable with the Card Member herein and in all renewals hereof. Notwithstanding the foregoing and at MCC's request, the Card Member shall furnish surety(ies) acceptable to MCC who shall be jointly and severally liable with the Card Member and/or the Card Member's supplementary to pay MCC all the obligations and charges herein and in all renewals hereof, incurred through the Credit Card and the supplementary card(s). In the event the surety(ies) furnished by the Card Member are discharged, if required, the Card Member must furnish new surety(ies) acceptable to MCC within thirty (30) calendar days from discharge. Failure to do so shall constitute prima facie evidence of intent to defraud on the part of Card Member and the Card Member's privileges shall be automatically terminated. It is agreed that the surety(ies) can be discharged by MCC only when Total Amount Due has been fully paid.
8. **PROHIBITED USE OF THE CARD.** The Card Member including his/her supplementary member(s) and co-obligor agree not to use the Card for the purchase of items/goods the importation into the Philippines of which is subject to the provisions of BSP Circular No. 1389, as amended, and all other circulars, laws, rules and regulations pertaining to importation. Likewise, the Card Member agrees and warrants that the proceeds of any cash advance availments abroad shall not be used for foreign investments or the payment of foreign loans or in violation of any existing foreign currency exchange rules and regulations. The Card Member further warrants that he shall not use his credit card account nor settle his credit card obligations in violation of the Republic Act 9160, as amended by R.A. 9194 (the Anti-Money Laundering Act) and its Implementing Rules and Regulations.
9. **CASH ADVANCES.** The Card Member and/or supplementary member(s) may, upon full satisfaction of the credit requirements of MCC, avail of cash advances through Metrobank or PSBank branches, or automated teller machines (ATMs). For this purpose, a confidential Personal Identification Number (PIN) shall be provided to the Card Member and/or supplementary member(s). In case of ATM cash advances, the Card Member and/or supplementary member(s) shall use the PIN, which may be changed only by requesting for a card replacement or requesting for PIN change through MCC Customer Service. The Card Member shall pay MCC a cash advance fee in addition to a finance charge calculated from the transaction date to statement cut-off date. It is understood and agreed that all cash advances made with the use of the Credit Card shall be solely for the account of the Card Member who, hereby, expressly waives the presentation of any supporting document in relation thereto, the records of MCC being conclusively presumed to be correct. MCC may limit cash advances on the Credit Card to an amount determined at MCC's sole discretion, without notice to the Card Member.
10. **INTERNET TRANSACTIONS.** The Card Member is solely responsible for the security of his Card at all times, especially in connection with the use of the Card to purchase goods and/or services through online internet sites or portals. The Card Member agrees that the entry of his card information on the internet is sufficient proof that instructions were given for the use of the Card, and that MCC is not required to verify the identity or the authority of the person entering the Card information. However, MCC may choose not to carry out any transactions over the internet if it has any reason to doubt its authenticity or if in its opinion it is unlawful or otherwise improper to do so or for any other reason.
11. **FOREIGN EXCHANGE TRANSACTIONS.** MCC shall automatically convert all charges, advances or amounts arising from transactions denominated in foreign currency to Philippine Peso, or to US Dollar for US Dollar Credit Cards, using the foreign exchange buying/selling rate of MasterCard and VISA on transaction posting date. The billing currency amount represents the amount due to MCC for its purchase and payment on the Card Member's behalf of the foreign currency necessary to discharge the amount(s) due to MasterCard/VISA or the acquiring bank and/or foreign merchant affiliates. The said transactions may also be subject to additional fees to cover assessment fee that may be charged by VISA/MasterCard and service or processing fees. These additional fees shall likewise apply to transactions involving foreign

currencies converted to Philippine Peso at point of sale whether executed in the Philippines or abroad or online.

12. **OVERLIMIT.** The Card Member and/or supplementary member(s) shall keep track of his/their total obligations so as not to exceed the approved credit limit at any given time. The cash advance and installment transactions form part of the total combined credit limit. The indication of a credit limit on the Credit Card account shall not relieve the Card Member, supplementary member(s), and co-obligor from liability for all purchases, cash advances, fees and charges in excess of said credit limit. MCC reserves the right, without prior notice, to decline any transaction, suspend the Credit Card privileges of the Card Member and his supplementary member(s) and/or charge an over limit fee for every occurrence, if the credit limit will be or has been exceeded. For purposes of assessing the over limit fee, the approved combined credit limit for both Principal and the supplementary member, or the total combined credit limit if two (2) or more cards are issued, shall be the basis of the computation.

MCC may demand immediate payment of the amount in excess of the credit limit or of all amounts outstanding. The use of the Credit Card in excess of such credit limit, without prior approval of MCC, shall be considered as a fraudulent act of the Credit Card member and/or supplementary member(s).

Credit limit will be replenished only after payments have been posted to Card Member's credit card. It is advised that the Card Member check with MCC Customer Service availability of credit prior to using his card if payment was not made on the cut-off indicated in this card carrier to avoid transaction issues. For check payments, credit limit will only be replenished after the funds have been cleared.

13. **INCREASE/DECREASE IN CREDIT LIMIT.** The Card Member and the co-obligor, if any, hereby unconditionally and absolutely authorizes MCC to approve, at its discretion and even without the written conformity of, or notice to, the co-obligor, any increase or decrease in the credit limit that has been applied for by the Card Member or to automatically effect, without notice, increase or decrease in the same due to the good or poor history of the Credit Card account.
14. **PAYMENT DUE DATE.** Card Member's Payment Due Date is **at least** 21 days after the cut-off date. The Card Member may call the MCC Customer Service Hotline at 8-700-700 (Metro Manila) or 1-800-1-888-5775 (Domestic Toll-Free) if the Card Member still has not received the statement of account a week before the usual Payment Due Date.
15. **STATEMENT OF ACCOUNT (SOA).** MCC shall furnish the Card Member a monthly SOA containing the summary of all credit card transactions, fees and charges at the billing address stated in the credit card application or at the billing address on record. The SOA shall be conclusively presumed to have been received by the Card member during the applicable month unless the Card Member notifies MCC through telephone or in writing of his failure to receive a copy of such within the first twenty (20) days of the succeeding month. The SOA shall likewise be conclusively presumed to be correct unless the Card Member notifies MCC through telephone or in writing of any error within twenty (20) days from statement date. Notwithstanding anything to the contrary, non-receipt or late receipt of the SOA shall not relieve the Card Member of his/her obligations to pay amounts due to the Credit Card on Payment due date. MCC shall be notified immediately through the MCC Customer Service Hotline at 8-700-700 (Metro Manila) or 1-800-1-888-5775 (Domestic Toll-Free), and in writing of any billing error in the SOA. The Card Member and the supplementary member(s) recognize and admit the integrity of the SOA if it is in an electronic form pursuant to the provisions of the Electronic Commerce Act and agree to pay the amount thereon on Payment Due Date without need for presentation of printed or signed charge slips.
16. **CARD PAYMENT.** The Card Member shall be liable to pay the Total Amount Due on or before the Payment Due Date as shown in the monthly SOA given to the Card Member. The Card Member, however, shall have the option to pay the Total Amount Due, the Minimum Amount Due, or any amount in between the Total Amount Due and Minimum Amount Due. In any

event, the Card Member must pay at least the Minimum Amount Due, which MCC must receive as cleared funds on or before the Payment Due Date. All payments made by the Card Member must be in the billing currency of the issued card.

The Minimum Amount Due is computed as the sum of the following:

- a. \*Outstanding balance multiplied by 5% plus
- b. Any amount in excess of the approved credit limit plus
- c. All past due amounts, if any or
- d. A required minimum amount imposed by MCC, whichever is higher

*\*Outstanding balance is equal to Total Amount due less overlimit amount less past due amounts*

The Payment Due Date may be changed to an earlier date if the Card Member's account is considered overdue and/or with balances in excess of the credit limit, or to such other date as may be deemed proper by MCC with notice to the Card Member on the same monthly SOA. Should the Payment Due Date fall on a Saturday, Sunday or non-working holiday, the payment shall be due on the business day immediately preceding the Payment Due Date. The Card Member agrees to pay any and all purchases, availments and cash advances on his Credit Card notwithstanding the absence or lack of proof of service of the SOA on the Card Member within thirty (30) calendar days from actual date(s) of purchase, availment or cash advance.

17. **MODES OF PAYMENT.** All purchases, cash advances, fees and charges shall be paid by the Card Member, supplementary member(s) and/or co-obligor in cash or check directly with Metrobank and PSBank branches, or other MCC authorized payment centers, or available channels such as Automated Teller Machines (ATM), phonebanking and other applicable internet facilities on or before the Payment Due Date indicated in the SOA without necessity of demand. An automatic debit arrangement (ADA) may also be made in case the Card Member, supplementary member or co-obligor has a deposit/placement account with Metrobank.

Checks shall be considered as payment only upon its clearance and availability of funds.

Payments made through the other accredited payment channels not mentioned above shall be subject to the corresponding payment posting periods between MCC and the payment channel which shall be relayed by MCC to the Card Members either through the SOA or other modes of information campaign.

18. **APPLICATION OF PAYMENT.** In case of partial payment of the credit card balances, the same shall be applied in the following order.
- a. Finance Charges
  - b. Cash Advance Fees
  - c. Installment Interest Amortization Portion
  - d. Debit Fees
  - e. Annual Fees
  - f. Overlimit Fees
  - g. Later Charges
  - h. Insurance
  - i. Other Debits
  - j. Cash Advance
  - k. Installment Principal Amortization Portion
  - l. Retail

19. **INSTALLMENT PROGRAMS.** Programs such as Merchant Installment, Cash2Go and Balance Transfer shall be available to Card Members who are qualified based on MCC's criteria. MCC reserves the right to approve or reject any application to avail of any of the following programs, without giving any reason therefore.

- a. **MERCHANT INSTALLMENT.** The MCC Merchant Installment Program allows the Card Member to purchase selected goods and services from accredited MCC merchants in the Philippines. All installment purchases are subject to MCC's approval and, when

applicable, may only be valid if monthly dues are paid in full. MCC may require a minimum transaction amount.

- b. **CASH2GO.** The Cash2Go Facility allows a qualified Card Member to avail of cash charged to the Card which, together with applicable interest and other fees, shall be paid for by the Card Member on an installment basis. MCC may require a minimum transaction amount. The approved Cash2Go amount must not exceed the the Card Members available Credit Limit. The approved Cash2Go Amount availed can be disbursed to the Card Member through:
- i. Card Member's existing MBTC CA/SA account. Not applicable to corporate, time deposit, cash deposit and Dollar accounts;
  - ii. Manager's Check will be made payable only to the name of the principal/supplementary Card Member;
  - iii. Non-MBTC deposit account, for which a transaction fee shall be charged.

A monthly add-on interest rate based on prevailing rates will be levied on the amount applied for installment. The interest is computed by multiplying the principal amount with the monthly add-on interest multiplied by the chosen payment term. The monthly amortization is computed by dividing the Total Amount Payable with the chosen payment term.

- c. **BALANCE TRANSFER.** Under the Balance Transfer Facility, a qualified Card Member may apply with MCC to transfer to his/her Card his other outstanding credit card balances with other banks or credit card companies. The other credit card must be issued in the name of the Cardholder and the total amount of the Balance Transfer requested by the Card Member. The Balance Transfer request shall be subject to verification and approval of MCC. The approved Balance Transfer Amount must meet the following requisites:
- i. shall not exceed the Total Amount Due from the Card Member's non-MCC Card(s);
  - ii. Balance Transfer amount must be at least the minimum amount required by MCC;
  - iii. must not exceed the principal Card Member's Available Credit Limit. If the Balance Transfer applicant is the supplementary of the Card Member, the Balance Transfer amount must also not exceed his available Monthly Spending Limit.

Upon the date of authorization/approval by MCC of the Balance Transfer Amount, the Card Member's availment of the Balance Transfer facility is deemed irrevocable and may not be cancelled.

Only the amount of transactions that form part of a Card Member's outstanding balance on the non-MCC Card at the time of application may be subject to Balance Transfer. In the case of installment transactions, only the monthly installment amount posted to the card at the time of application will be covered by the Balance Transfer transaction. MCC shall handle payment delivery to the issuer of the Card Member's non-MCC Card(s).

MCC shall have the absolute and exclusive right to approve or reject all Balance Transfer applications. Should the Card Member's available credit limit not be sufficient to cover the Balance Transfer amount applied for, MCC, at its sole discretion, determine and approve only a portion of the Balance Transfer amount applied for without need to inform the Card Member beforehand. In case of disapproval of a Balance Transfer application, MCC is not required to notify the card Member of such rejection and the reason thereof. MCC shall not be liable for delinquency of the Card member's non-MCC card, interest or penalty charge imposed upon the Card Member as a result of the disapproval by MCC of his/her application.

- 20. FINANCE CHARGES.** If the Card Member opts to pay the Minimum Amount Due or any amount less than the Total Amount Due, the Card Member agrees to pay the finance charge and other charges, as provided by MCC, plus any applicable taxes and charges required by the government on such charges. The finance charge, at MCC's prevailing rate, will be computed using the average daily balance method upon the following:
- a. Card Member's previous balance as reflected in the current SOA excluding Cash Advance Fee from the start to the end of the statement cycle, plus
  - b. cash advances posted during the current statement cycle, accruing from transaction date to the end of the statement cycle, plus
  - c. the previous statement's purchase, installment principal and interest amortization, fees and charges and other debits, accruing from the corresponding transaction dates to the end of the previous statement cycle, less
  - d. payments and credits posted during the current statement cycle, accruing from their posting dates to the end of the current statement cycle except payments and credits applied to cash advance fee.

Any amount unpaid as of the Payment Due Date shall be deemed payable on the next billing cycle. Finance charge rates may change and shall be advised from time to time.

21. **PAYMENT FOR INSTALLMENT PROGRAMS.** The corresponding approved installment amount inclusive of finance charges and fees shall be earmarked against the Card Member's Available Credit Limit. The Card Member agrees to settle the monthly installment amortization due which shall be billed monthly through the Statement of Account. The monthly installment amortization shall be computed as the Total Amount Payable divided by the approved Term of payment. Successive installment amortizations shall be billed to the Card Member in the succeeding Statement of Accounts until the Total Amount Payable is billed in full.

Portion of the monthly installment amortization shall form part of the Minimum Amount Due in the Statement of Account. If the Card member opts to pay only the Minimum Amount Due or any amount below the Total Amount Due, only a portion of the monthly installment amortization shall be considered paid based on Application of Payment. The unpaid portion of the monthly installment amortization shall be subject to the regular finance charges.

Installment type: 0% Merchant Installment  
 Installment amount: Php3,000.00  
 Term: 3  
 Monthly amortization: Php1,000.00  
 Transaction Date: 20-Jul-15  
 Posting Date of 1st amortization: 20-Jul-15  
 Statement cut-off date: 31st day of every month  
 Finance Charge Rate – Retail: 42% annual

[illegible]

\* Previous balance refers to the 1st amortization posted from previous statement with interest accrual from 8/1/15 to 8/31/15

\*\* Installment amortization refers to 1st amortization posted from previous statement accruing from 7/20/15 to 7/31/15

\*\*\* Payment with interest accruing from 8/15/15 to 8/31/15

Failure to pay the minimum amount due shall constitute default, in which event, MCC may bill the entire remaining unbilled Principal and interest amortizations in full and the total outstanding balance shall immediately become due and demandable without need of notice or demand. Amounts paid after the due date shall be charged with interest and penalty charges similar to that charged to other past due accounts.

If the Card Member chooses to accelerate the installment contract with MCC, with or without advice, a cancellation fee shall be billed to the Card Member. Any remaining balance (i.e. remaining principal amount based on Diminishing Balance computation and/or penalties, interest and other charges) shall be billed in the next statement cycle together with the applicable interest charge.

22. **OVERPAYMENTS.** Overpayments shall be applied to succeeding credit card usages and charges. In case of overpayments on closed accounts, a monthly account maintenance fee, or amount equivalent to the credit balance, whichever is lower will be charged to accounts with credit balance that are closed or with no activity for the past 12 months. Overpayments shall not earn interest.

23. **LATE PAYMENT FEE.** If the Card Member fails to pay at least the Minimum Amount Due on or before the Payment Due Date, a late payment fee will be imposed on the credit card account and will be reflected in the next cycle's SOA.

24. **DISHONORED CHECK PAYMENTS.** In the event of dishonour of check payments, a returned check fee plus applicable actual bank charges shall be imposed. The imposition of said charges shall be without prejudice to the right of MCC to:

- a. prosecute the check drawer/issuer for violation of Penal Laws;
- b. consider all charges due and demandable; and
- c. suspend or terminate the Principal or Supplementary Credit Cards.

Further, MCC reserves the right to re-deposit the dishonoured checks, such as but not limited to, checks Drawn Against Uncleared Deposit (DAUD), Drawn Against Insufficient Funds (DAIF), and/or Post Dated Checks (PDC), within a reasonable period of time, and without need of prior consent of the cardholder.

25. **OTHER FEES.** The Cardholder agrees to pay such other fees that may be imposed by MCC at its option. The Cardholder agrees that the following amount of listed fees below may be revised from time to time as MCC may deem necessary.

- a. **REFUND FEE.** For Peso card- A fee of 1% of the refund amount or Php100 whichever is higher and for Dollar card- 1% of the refund amount or USD2 whichever is higher, will be charged for each refund request by the Card Member of any overpayment.
- b. **GAMING TRANSACTION SERVICE FEE.** A 5% service fee will be levied on gaming transactions. Gaming Transactions include those that involve the placement of wager, purchase of lottery tickets, in-flight commerce gaming, and the purchase of chips or other values in conjunction with gaming activities provided by establishments such as casinos, race tracks, airlines, and the like.
- c. **SALES INVOICE RETRIEVAL FEE.** A fee of Php300/USD6 will be charged for each sales invoice requested for retrieval by a Card Member to verify a transaction.

26. **DEFAULT.** Failure of the Card Member to pay even the Minimum Amount Due up to the next billing cycle shall constitute "DEFAULT". In which case, the Total Amount Due shall become due

and demandable without need of notice or demand. MCC reserves the right to accelerate the Card Member's deferred charges as a consequence of default. In case the Card Member shall have more than one (1) Credit Card account with MCC, the default in one shall automatically be considered as a default in the other account/s. At whichever case, MCC reserves the right to terminate the use of all the Credit Card privileges of the Card Member for all his Credit Card accounts with MCC. The Card Member, supplementary member(s) and/or co-obligor hereby give MCC a general lien upon, and/or right of set-off, and/or right to hold and/or apply to the obligation herein all rights, titles and interests in and to the balance of every deposit account, now or anytime hereafter existing, with Metrobank or PSBank or First Metro Investment Corporation or Orix Metro Leasing and Finance Corporation, its agents or any of its branches, subsidiaries or affiliates (collectively, the Metrobank Group), and in and to all money, negotiable instruments, commercial papers, notes, bonds, stocks, dividends, interests, credits, choses in action claims, demands, or any interests in any thereof, and in any other property, rights and interests or any evidence thereof, which have been or at any time shall be delivered to, or otherwise come into the possession, control or custody of the Metrobank Group, for any purpose, whether or not accepted for the purpose/s for which they are delivered or intended. For this purpose, the Card Member, supplementary member(s) and/or co-obligor, hereby appoint MCC as their irrevocable Attorney-in-Fact with full power of substitution/delegation to sign and endorse any and all documents and perform any and all acts and things required or necessary in the premise.

Above remedies shall also be available to MCC in the following events where Card Member shall also be considered in default:

- a. Any creditor tries, by legal process, to seize the money or any property of the Card Member held by the Metrobank Group;
- b. The Card Member applies for voluntary or involuntary relief under the Insolvency Law or other bankruptcy laws;
- c. MCC believes, on reasonable grounds, that it was induced by fraudulent misrepresentation to grant the credit facility in favour of the Card Member;
- d. The Card Member fails to observe any of the terms and conditions of any agreement governing the issuance and use of the Credit Cards, without limitation, the Cash Advance, Cash2Go, Installments, Balance Transfer and other future promotions;
- e. The Card Member fails to observe any of the terms and conditions of any contract or evidence of indebtedness and/or other related documents which the Card Member executed, or were otherwise issued by MCC, the Metrobank Group, or another financial institution or other lenders, in connection with any credit and loan facilities granted in favour of the Card Member; or
- f. The Card Member is charged with, convicted of, or under investigation by competent government authority for violation of Republic Act No. 8484 (Access Devices Regulation Act of 1998) and other laws or regulations relating to credit cards, or MCC has prima facie evidence to charge the Card Member with violation of any of the provisions of such laws or regulations.

In any event of default, the Card Member authorizes MCC to report and/or include his name in the negative listings of any government agency, credit bureau or institution or other banks, credit card companies or financial institutions.

As soon as the Credit Card account becomes past due, the Card Member, supplementary member(s) and/or co-obligor, agree to the assignment or transfer of part or all of the obligations to the successors or assigns of MCC without need of prior notice to and consent of the Card Member, and supplementary member(s) and/or co-obligor, if any.

- 27. ASSIGNMENT AND WAIVER.** The Card Member agrees that MCC may assign, discount or otherwise transfer part or all of its rights and/or obligations under any card transaction, including the assignment of receivables, together with any hold-out agreement and other accessory contracts, to affiliates or other parties without notice to the Card Member. In the event of such assignment, the Card Member hereby irrevocably agrees not to assert against the assignee set-off rights of any obligations, which may be owed by MCC to the Card Member.



28. **TRANSFER OF INFORMATION.** The Card Member hereby authorizes MCC to transfer, disclose and communicate any information relating to the Credit Card accounts, or any of the Card Member's **basic credit data and any and all information concerning himself**, his properties or investments with MCC, to any of the offices, branches, subsidiaries, affiliates, agents and representatives of MCC and third parties selected by any of them, **including other financial institutions, entities tasked to provide consumer credit reporting or reference schemes, the appropriate government agencies (e.g. Credit Information Corporation pursuant to R.A. 9510, etc.) and third parties with whom MCC may reasonably share such information**, wherever situated, for references, referrals, cross selling, data processing and storage, anti-money laundering monitoring, **credit** review and reporting, statistical and risk analysis purposes. In addition to the foregoing, MCC and any branch, subsidiary, affiliate, agent and representative or third party may transfer and disclose any such information as may be required by any law or regulation, **including among others Republic Act 9510 or the Credit Information Act of 2008**. Conformity to these Terms & Conditions by signing on the application form or by using the credit cards shall constitute the Card Member's written consent for any transfer and disclosure of information relating to **him and/or his** account/s, properties and investments for the purposes indicated above and under applicable laws, rules and regulations. The Card Member agrees to hold MCC free and harmless from any liability that may arise from any transfer, disclosure or storage of information relating to his accounts, properties or investments.
29. **PROMOTIONAL OFFERS.** On occasion, MCC may inform the Card Member about its promotional offers through mail/email/fax/SMS or by telephone. MCC may also allow its branches, subsidiaries, affiliates, agents and representatives and third parties selected by any of them and certain companies to offer specially selected products and services to the Card Member through mail/email/fax SMS or by telephone. For this purpose, MCC may transfer and disclose selected customer information to its branches, subsidiaries, affiliates, agents and representatives and third parties selected by any of them **including other financial institutions, entities tasked to provide consumer credit reporting or reference schemes, the appropriate government agencies and third parties with whom MCC may reasonably share such information**. Conformity to these Terms & Conditions shall constitute the Card Member's written consent for any transfer and disclosure of information of the Card Member's name, address, contact details and other relevant information to the Bank's branches, subsidiaries, affiliates, agents and representatives and third parties selected by any of them and certain companies for the purposes indicated above and under applicable laws and regulations.
30. **COLLECTION**
- a. **ENDORSEMENT TO COLLECTION AGENCIES.** Should the account be referred to an agency/agent for collections, MCC shall inform the Card Member and/or the supplementary members in writing at least seven (7) calendar days prior to the actual endorsement the name(s) and contact details of the collection agencies/agents to whom the account(s) is/are endorsed. The same period shall be observed in case the account is transferred from one collection agency/agent to another. The Card Member and/or supplementary member agree(s) that the endorsement to collection agencies/agents stated in the SOA shall suffice to comply with this requirement.
- b. **COLLECTION FEE.** In case it is necessary to collect the total obligations through an attorney-at-law or collection agency, the Card Member, supplementary member(s) and/or co-obligor, jointly and severally, shall pay a portion of the amount due as attorney's or collection fees, in addition to cost and other litigation expenses.
31. **OWNERSHIP OF THE CREDIT CARD.** The Credit Card is the exclusive property of MCC and is non-transferable. It shall be valid from the date of its issuance or renewal until the last day of its indicated expiry month. MCC may, at its exclusive option and without prior notice to the Card Member, suspend, cancel, withdraw or terminate any credit card issuance and/or its privileges at any time and for whatever reason. In these cases, the Card Member and/or supplementary member(s) agree to surrender the Credit Card and/or supplementary card(s).

Otherwise, the same shall be confiscated by any of MCC's accredited establishments for immediate surrender to MCC. Moreover, all purchases/installments, cash advances, and charges become immediately due and demandable without need of notice or demand. The Card Member and/or supplementary member(s) hereby hold MCC harmless from any liability arising from such acts.

The Card Member and/or supplementary member shall not use the Credit Card after its expiry date, cancellation, suspension, termination, withdrawal, or permit other persons to use the Credit Card for any reason whatsoever. Continued use of the Credit Card thereafter shall be considered as a fraudulent act of the Card Member.

MCC can change the credit card number and/or expiry date when issuing a renewal or replacement card to the Card Member or supplementary member(s). The Card Member and/or supplementary member(s) is/are solely responsible for communicating this change to any party with whom the Card Member may have payment arrangements. MCC will not be responsible for any consequence arising from declined transactions, whether under the old card number or otherwise.

**32. CARD MEMBER INSTRUCTIONS.** The Card Member authorizes MCC to rely upon and act in accordance with any notice, instruction or other communication, which may, from time to time, be given by telephone, mobile phone, text messages, telex, facsimile, e-mail or other electronic means, by the Card Member or on his behalf, which MCC believes, in good faith, to have been made by the Card Member or based upon his instructions or for his benefit. MCC, however, reserves the right to require the instructions to be contained or sent in a particular form or to have the instructions confirmed before it may decide thereon. MCC shall be entitled to treat the instructions as fully authorized by and binding upon the Card Member and to take such steps in connection with or on reliance upon the instructions as MCC may consider appropriate.

**33. UPDATING OF INFORMATION.** The Card Member undertakes to notify MCC, through the MCC Customer Service Hotline at 8-700-700 (Metro Manila) or 1-800-1-888-5775 (Domestic Toll-Free) or by writing MCC, of any additional means of communicating to him aside from what is disclosed in the credit card application, as well as any change in the Card Member's address, home, office or billing address, e-mail and telephone number.

In case the billing is not accessible through mail or delivery, MCC has the option to use other addresses notified to MCC. Notwithstanding this provision, the Card Member agrees that any communication sent to the designated billing address shall be considered as received by the Card Member within ten (10) calendar days after mailing.

**34. DISHONOR OF CREDIT CARD/DEFECTIVE PURCHASES.** The Card Member, supplementary card member(s) and/or co-obligor, agree to hold MCC its officers and employees free and harmless from any liability arising from the failure of any accredited establishment, MCC or third-party merchants, to honor the Credit Card or from the defect of or flaw in any merchandise or services purchased/obtained. The Card Member, supplementary member(s) and/or co-obligor's liability to MCC is absolute, and existence of any dispute with any accredited establishment shall not, in any manner, affect their outstanding obligations.

**35. LOST OR STOLEN CARD.** In the event the Credit Card gets lost or stolen, the loss or theft must immediately be reported through the MCC Customer Service Hotline at 8700-700 (Metro Manila) or 1-800-1-888-5775 (Domestic Toll-Free) or by writing MCC. The Card Member, supplementary member(s) and/or co-obligor shall continue to be liable for all usages prior to MCC's receipt of advice of the fact of the card's loss or theft, including but not limited to, fraudulent transactions and/or forged signature by any person. A card replacement fee as MCC may advise and announce, shall be charged to the Card Member to cover the replacement of the Credit Cards and the costs in disseminating information about the loss or theft. Card Member's liability for all purchases and/or cash advances made through the use of the lost or stolen card will cease only upon verbal notification to and actual recording thereof by MCC. The replacement card will have a new credit card number.

- 36. TERMINATION BY CARD MEMBER.** Termination may, at any time and for whatever reason, be initiated by the Card Member and shall be processed only upon notification by the Card Member by telephone, telex, facsimile or other means of communication of his intention to terminate his membership and the full settlement of his credit card account including all enrolled bills. Termination shall take effect on or before the eight (8<sup>th</sup>) day after satisfying above-mentioned conditions (Termination Effective Date). The Card Member is duty bound to cancel all his enrolled bills with the corresponding merchants.
- 37. TELEPHONE COMMUNICATIONS.** The Card Member agrees that by calling or accepting calls from MCC or any of its telesales providers, MCC or the telesales provider may, at its sole option and discretion, record all the Card Member's telephone communications. The Card Member, likewise, agrees that such taped or recorded communications may be used by MCC or any third party, for any purpose, particularly as evidence in any proceeding, judicial or administrative.
- 38. SMS COMMUNICATIONS.** The Card Member hereby agrees that MCC may send or communicate through text messages or through the Card Member's SMS-enabled cellular phone for specific and timely prompts, reminders and notices from time to time concerning account information, internet security, and other matters relating to the Credit Card. The Card Member hereby acknowledges and accepts that each SMS may be sent to the Card Member without being encrypted and may include the Card Member's name and information pertaining to the Card Member's Credit Card account. It is the Card Member's responsibility to ensure the security of his mobile phone and the Card Member hereby holds MCC free and harmless against any and all liability, administrative, civil, or criminal, including but not limited to, those relating to any secrecy laws or regulations (if any), should any SMS be viewed or accessed by any persons other than the Card Member. The Card Member agrees that MCC does not guarantee the timely delivery or accuracy of any SMS, which are purely for convenience, information and notification purposes only. The Card Member shall be fully responsible to monitor the due performance and compliance of his obligations.
- 39. ELECTRONIC NOTIFICATION.** Notifications sent by MCC to the Card Member through mobile phones, facsimile, e-mail or other electronic means (except SMS/text messaging, which has been covered by preceding clause) using the number and address of record shall be deemed to have been sent to the Card Member himself. As such, the Card Member hereby declares, MCC free and harmless from any liability if the information contained in the electronic notification is, by any means, accessed by any person other than the Card Member.
- 40. REVISION OF TERMS AND CONDITIONS.** Upon written notice (e.g. letter, publication, or otherwise) to the Card Member, via SOA or separate correspondence, MCC may, at any time and for whatever reason it may deem proper, amend, revise or modify the terms and conditions hereof, including the Card Member's credit limit, and such amendments shall bind the Card Member unless he objects thereto by manifesting his intention to terminate this agreement subject to the conditions set forth in Clause No. 35 (Termination by Card Member). Any amendment, revision, or changes in the terms and conditions made, as provided above shall likewise be binding on the co-obligor (if any), who hereby irrevocably and unconditionally waives his right to consent thereon or notification thereof.
- 41. MCC'S LIABILITY FOR DAMAGES.** In any action arising from this Agreement or incidental thereto, which the Card Member or any party on his behalf may file against MCC, MCC's liability shall not exceed the amount of One Thousand Pesos (P1,000.00) or the actual damages proven, whichever is lower. The Card Member shall hold MCC harmless from suit and free from damages for any loss, damage or injury that the former may incur or sustain by reason of, or arising from any credit card feature, service or facility provided or rendered by a third party engaged by MCC to provide such feature or render such service or facility.
- 42. VENUE OF ACTIONS.** Venue of all suits directly or indirectly arising from this instrument or from the relationship between MCC and the Card Member or supplementary member(s), and/or co-obligor, shall be limited to the proper Courts of Makati City.

43. **WAIVER OF BREACH OF CONTRACT.** No waiver of a breach or violation of any term or condition hereof shall constitute a waiver of any subsequent breach or violation of the same or any other term or condition. Failure to take advantage of or to exercise any right granted hereunder shall not constitute a waiver of said right, nor shall it be construed to excuse or absolve the Card Member, supplementary member(s) and/or co-obligor from complying with or fulfilling the same.
44. **SEPARABILITY CLAUSE.** Should any of the terms and conditions or any part or clause of this instrument be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this instrument.
45. **REGULATORY LIMITATIONS.** The Card Member agrees not to use the card for the purchase of items/goods the importation into the Philippines of which is subject to the provisions of BSP Circular No. 1389, as amended, and all other circulars, laws, rules and regulations pertaining to importation. Likewise, the Card Member agrees and warrants that the proceeds of any cash advance availments abroad shall not be used for foreign investments or the payment of foreign loans or in violation of any existing foreign exchange rules and regulations.
46. **DISCLOSURE.** The Card Member authorizes MCC:
- a. to disclose, receive and exchange **credit data and** any and all information concerning the Card Member, supplementary member(s) and/or co-obligor, if any, with other financial institutions, entities tasked to provide consumer credit reporting or reference schemes, the appropriate government agencies (**e.g. Credit Information Corporation pursuant to R.A. 9510, etc.**) and third parties with whom MCC may reasonably share such information;
  - b. acquire any information from Metrobank and PSBank to facilitate the approval of his credit card application as well as all credit card transactions, e.g. cash advance, increase in credit limit, etc. initiated by the Card Member; and
  - c. in the event of default arising from non-payment of his credit card obligations with MCC, the Card Member authorizes MCC, its authorized representative(s) or agents, to verify and investigate the aforesaid facts from whatever source(s) it deems appropriate. The Card Member shall hold MCC free and harmless from any liability that may arise from such disclosure.
47. **DISCRETIONS.** Without giving any reason or notice, and without prejudice to the other provisions hereof, MCC has the full discretion to:
- a. refuse to approve any proposed Card transaction even if there is sufficient credit available;
  - b. suspend, terminate or cancel the Card Member's and his supplementary member(s) right to use the Card;
  - c. increase or decrease the credit limit;
  - d. refuse to re-issue, renew or replace the Card; and/or
  - e. introduce, amend, vary, restrict, terminate or withdraw the benefits, services, facilities and privileges with respect to or in connection with the Card account, whether specifically relating to the Card Member or generally to all or specific Card Members.

MCC shall not be responsible if it does not approve a purchase, cash advance, or any other Card Transaction, on the card account of the Card Member even if there is sufficient credit limit available. Neither shall MCC be responsible if the merchant does not accept or honor the Credit Card, even if there is sufficient credit limit available.

MCC may limit the number and/or amount of purchases, cash advance or other Card Transactions which may be approved in one day. If MCC detects any unusual or suspicious activity on the Card account, MCC may require the Card Member to contact MCC or temporarily suspend the Card Member's credit privileges until MCC has verified the activity. MCC may

likewise approve purchases, cash advance or other Credit Card Transactions, which, in the aggregate, cause the balance to exceed the credit limit without waiving any of MCC's rights hereunder.

48. **ACCEPTANCE.** All the terms and conditions herein stated, including the Terms and Conditions in separate documents for Cash2Go and Balance Transfer, Schedule of MCC Credit Card Fees and Charges, and any amendments thereto, have been read and fully understood by the Card Member as evidenced by the Card Member's signature either on the application form, acknowledgement receipt, or the physical credit card, and/or other forms of documents evidencing charges to the Card, or when the Card Member retains or uses the Card.

Card Member shall be responsible in informing the co-obligor (if any) of these Terms and Conditions.

**THIS CONTRACT IS BETWEEN THE CARDHOLDER AND METROBANK CARD CORPORATION (A FINANCE COMPANY), A SUBSIDIARY OF METROPOLITAN BANK & TRUST COMPANY (METROBANK). ALL TRANSACTIONS ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL BE BINDING ONLY BETWEEN THESE TWO (2) CONTRACTING PARTIES. IT IS UNDERSTOOD THAT THIS APPLICATION/TRANSACTION IS NEITHER INSURED BY THE PHILIPPINE DEPOSIT INSURANCE CORPORATION (PDIC) NOR GUARANTEED BY METROBANK.**

Updated as of **June 2016**