

## **TERMS AND CONDITIONS GOVERNING THE ISSUANCE AND USE OF THE UNIONBANK CREDIT CARD**

### **I. DEFINITION OF TERMS**

As used in these T&Cs, the following definitions will apply:

- a. "Billing Cycle" or "Billing Period" refers to the period from the day after the previous Statement Cut-off Date until the next Statement Cut-off Date.
- b. "Card Account" means the credit card account opened by the Bank for the purpose of recording the Card Transactions and Charges made by the Cardholder under these T&Cs.
- c. "Card" means any credit card (including a physical and/or virtual card such as digital equivalent of a card), contactless device or other device (including a code or account number to be used for a transaction) issued by the Bank to permit the Cardholder to obtain credit under these T&Cs. The term "Card" includes the primary Card and any supplementary Card.
- d. "Cardholder" means an individual to whom a Card bearing that individual's name is issued by the Bank. The term "Cardholder" includes the primary Cardholder and any supplementary Cardholder. The words "Principal Cardholder" mean the holder of the principal Card and the words "Supplementary Cardholder" mean the holder of the supplementary Card.
- e. "Card Transaction" means the purchase of goods and/or service, benefits and reservation and/or receiving Cash Advances by the use of the Card.
- f. "Cash Advance" is a feature of the Card by which qualified Cardholders can obtain cash up to a certain limit. This limit is a fraction of the Cardholder's regular credit limit and may vary based on the Cardholder's credit standing with the Bank and credit card usage. Cardholders may call the Bank's Customer Service hotline to know a Card's available Cash Advance limit.
- g. "Charges" mean any amount payable by the Cardholder arising from the use of the Card, which includes, without limitation, all Card Transactions (including Cash Advance/s), Fees, Interest Charges, Late Payment Charges, and additional expenses.
- h. "Credit Limit" means the maximum total amount for all Charges permitted by the Bank on the Card Account.
- i. "Government Requirement" means any applicable law or regulation, legal, governmental or regulatory authority or agreement entered into by the Bank and any governmental authority or between two or more governmental authorities; such law, regulation or authority may be domestic or foreign.

- j. "Interest Charges" means the amount charged to the Cardholder due to non-payment of the Total Amount Due on or before the Statement Due Date. This is also the amount charged to Cardholders who avail of Cash Advance which shall be imposed starting on the Transaction Date until all related balances are paid in full.
- k. "Late Payment Charges" means amount payable by the Cardholder representing penalty for not paying at least the Minimum Amount Due on or before the Payment Due Date.
- l. "Merchant" means any corporate entity, person or other establishments supplying goods and/or services that accepts the Card as a mode of payment or reservation by the Cardholder.
- m. "Minimum Amount Due" shall mean:

For UnionBank Reserve Visa Infinite, UnionBank Reserve World Elite Mastercard, UnionBank Miles+ Visa Signature, UnionBank Miles+ World Mastercard, UnionBank Rewards Visa Platinum, UnionBank Rewards Platinum Mastercard, UnionBank Cash Back Visa Platinum, UnionBank Cash Back Titanium Mastercard, UnionBank S&R Visa Platinum:

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 Payment Charge;
  - 5. Total Amount Due (which includes the billed Monthly Principal Amount component of the 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 the Installment Transactions.

Note that the Current Due (Minimum Amount Due less Past Due Amount) will always be at least P500 or the sum of: (a) Billed Monthly Interest Component of the interest-bearing Installment Transaction (b) Billed Interest Charge (c) Billed Late Payment Charge (d) the remaining Total Amount Due multiplied by 1% and (e) 1% of the unbilled Principal of the 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. The Total Amount Due if it is less than or equal to Five Hundred Pesos (P500).

The one percent (1%) of the unbilled Principal Amount of the Installment Transactions is used only for the purpose of computing the Minimum Amount Due, but the same does not form part of the Total Amount Due for the Month until it is actually billed. Interest charges will not apply to the portion of the unbilled Principal Amount included in the computation of the Minimum Amount Due.

For all other UnionBank Credit Cards:

"Minimum Amount Due" will be either:

A. The sum of the items below or P400, whichever is higher;

1. Any Past Due Amount;
2. Any Overlimit Amount;
3. Billed Installment Amortization for the month and
4. Total Amount Due less items 1 to 3, multiplied by the required payment percentage of four percent (4%);

OR

B. The Total Amount Due if it is less than or equal to Four Hundred Pesos (P400).

- n. "Month" means the calendar month.
- o. "Past Due Amount" means the Minimum Amount Due that remains unpaid after the Payment Due Date.
- p. "Payment Due Date" means the date specified in the Statement of Account by which date, payment of the Total Amount Due or any part thereof or the Minimum Amount Due to be made to the Bank. If the Payment Due Date falls on a weekend and regular national holidays, the Payment Due Date shall be automatically moved to the next business day.
- q. "Posting Date" means the date by which a Card Transaction or payment is posted onto the Card Account.
- r. "Principal Amount" means the actual purchase amount of the goods and/or services purchased by the Cardholder, or the actual Cash Advance received by the Cardholder using the Card. A Cardholder may pay the Principal Amount, together with the applicable Interest Charge and other fees, in equal monthly installments ("Installment Transaction") for a specific term as may be offered by the Bank.
- s. "Quasi-Cash Transactions" refer to transactions representing a purchase of items that may directly be converted to cash, or are equivalent to cash, which may also include transfer of funds or funding of accounts, and such other transactions as may be determined by the Bank from time to time. Quasi-Cash Transactions are subject to Quasi-Cash Fee.

- t. "Statement of Account" means the Bank's monthly or periodic statement provided or made available to the Cardholder showing particulars of the Total Amount Due payable to the Bank.
- u. "Residual Interest" is the interest that may be computed on unpaid balances from prior Statements of Account that are carried over to the current Statement of Account. This amount is computed daily and will be charged until said balances are fully paid. The computed Residual Interest will be charged on the next Statement of Account.
- v. "Statement Cut-off Date" refers to the end date of a Billing Cycle, as determined by the Bank, when Card Account activities (such as purchases, payments, charges) during the Billing Cycle are summarized.
- w. "Statement Date" means the date the Statement of Account is generated.
- x. "Total Amount Due" means the amount due as indicated on the Statement of Account. This may not include unbilled charges, such as but not limited to, any Card Transactions made after the Statement Cut-off date or outstanding monthly installments not yet billed as of the Statement Cut-off Date.
- y. "Total Outstanding Balance" means the total outstanding balance (inclusive of all Charges which shall be debited to the Card Account). This includes transactions which are not yet reflected in the account, such as but not limited to, any unposted Card Transactions or outstanding unbilled monthly installments.
- z. "Transaction Date" means the date by which a Card Transaction is completed.
- aa. "Unacceptable Transactions" are transactions whose cause, object or purpose is contrary to law, morals, good customs, public order or public policy.
- bb. "UnionBank Online App" or its successor platform refers to the Bank's mobile app and internet banking service.

Unless the context requires otherwise:

- i. Words denoting one gender shall include all other genders;
- ii. Words denoting the singular shall include the plural and vice versa;
- iii. Words importing persons shall include a sole proprietor, individual partnership firm, company, corporation or other natural or legal person whatsoever.

## **II. THE CARD**

The Card remains the Bank's property and is non-transferrable. The Bank may, when needed to act immediately to protect the Cardholder and/or the Card Account, at its sole discretion, suspend, terminate or cancel Card privileges. The Bank will provide the Cardholder with written notice within seven (7) business days after the suspension,

termination, or cancellation. This notice will be sent to the Cardholder's last known mailing address or email address. In cases of suspected fraud or other similar circumstances, the Cardholder will have the opportunity to confirm the transaction or provide any information that may impact the Bank's decision, otherwise, the suspension, termination, or cancellation may proceed as planned. The Bank shall be held free and harmless from any loss suffered by the Cardholder resulting from the Bank's suspension, termination or cancellation of the Card to protect the Cardholder and the Card Account. Unless earlier terminated, voluntarily cancelled or returned by the Cardholder, the Card is valid from the date of its issuance and expires on the last day of the Month indicated on the Card.

Any renewal of the Card is solely and exclusively within the discretion of the Bank. The Bank, should it choose to renew the Card, will replace the Card not later than one Month before the last day of the Month of the expiry indicated on the Card. If, for any reason, the Cardholder's right to use the Card is revoked or cancelled, or if an expired Card is not replaced by the Bank, all the Card privileges are also deemed revoked and terminated. The continued use of an expired, cancelled, or terminated Card by the Cardholder is fraudulent.

### **III. CARD USAGE**

The Cardholder is responsible for all amounts charged to the Card as well as any Supplementary Card/s, including all applicable Interest charges, fees, other charges, taxes, and expenses made locally, abroad or online. The Cardholder (and the Supplementary Cardholder/s, if any) is likewise responsible for the security of the Card (and the 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.

The Cardholder agrees that the entering of the Card information on the internet is proof of instructions for the use of the Card, and that the Bank is not required to verify the identity or authority of the person who entered the information.

The Cardholder agrees that the entering of the Card information on the internet, in conjunction with successful completion of the Bank's multi-factor authentication process, is proof of instructions for the use of the Card, and that the Bank is not required to verify the identity or authority of the person who entered the information provided the multi-factor authentication process is completed successfully, without prejudice to the Bank's

right to require the Cardholder to contact the Bank or temporarily suspend the Card privileges until the Bank is able to verify the activity.

The Cardholder likewise agrees that the Bank may rely on such instructions (whether oral, written or electronic) given by any person purporting to be the Cardholder, which are referable to the Cardholder in accordance with our prescribed verification procedure prevailing at that time.

The Cardholder understands that the Bank prohibits the use of proceeds from unsecured credit facilities for investment into the Bank's wealth management products. The Cardholder confirms that the proceeds from the Card will not be used for subscription into UnionBank-offered wealth management and insurance products. In the event that the proceeds have been used for these purposes, the Bank will be entitled to do all acts and things necessary to comply with policies, including but not limited to liquidating the Cardholder's holdings of investments/insurance at that time. The Cardholder agrees to bear all costs and expenses that the Bank may incur as a result.

All charges made in foreign currencies (whether online, overseas or local transactions) will be automatically converted to Philippine Peso at the prevailing exchange rate determined by Mastercard or Visa International from the range of applicable rates available in the wholesale currency markets which rate may vary from the rate Mastercard or Visa International itself receives; or the government-mandated rate in effect for the applicable Processing Date.

For UnionBank Reserve Visa Infinite, UnionBank Reserve World Elite Mastercard, UnionBank Miles+ Visa Signature, UnionBank Miles+ World Mastercard, UnionBank Rewards Visa Platinum, UnionBank Rewards Platinum Mastercard, UnionBank Cash Back Visa Platinum, UnionBank Cash Back Titanium Mastercard, UnionBank S&R Visa Platinum, a fee of up to 3.525% will be imposed on the converted amount. For all other UnionBank Credit Cards, a 3% fee for Classic and Gold Cards and 2% Fee for Platinum Cards will be added. This fee represents the cost of processing transactions in foreign currencies, which amount represents the Cardholder's payment to the Bank for the Bank's payment on the Cardholder's behalf of the foreign currency necessary to discharge the amount/s due to foreign Merchant/s.

Whenever the Cardholder uses the Card overseas, the Cardholder declares that s/he is a resident of the Philippines. The Cardholder undertakes to inform the Bank once the Cardholder ceases to be a Philippine resident.

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

- UnionBank Cash Advance receipts,
- Recorded calls,
- Charge slips,
- Electronic documents,
- Other documents that the Cardholder signs.

These documents signed by the Cardholder each and every time a purchase is made through the use of the Card from foreign Merchant/s shall constitute and be considered and be construed by the Bank as the written application required by BSP Circular No. 1389 to enable the Cardholder to purchase the foreign exchange necessary for all the non-trade Card Transactions using the Card.

The Cardholder may use the Card only for personal and legitimate transactions and not for Unacceptable Transactions. The Cardholder also agrees not to use the Card to buy items/goods for importation into the Philippines where the items are prohibited or regulated for importation subject to the provisions of BSP Circular No. 1389 and all other circulars, laws, rules and regulations pertaining to importation. The Cardholder also agrees that Cash Advance availments abroad shall not be used for foreign investments, payment of foreign loans which is prohibited under BSP Circular No. 1353. If the Bank determines that the Card has been or is being used for Unacceptable Transactions or for any of the aforementioned transactions, the Bank may take any legal action in connection with the Card and/or the Card transaction, including the cancellation of the Card and the return of credit balances to the sender.

#### **IV. CARD DELIVERY**

The Cardholder agrees to receive the Card either personally or through an authorized representative. Once a Card (whether the Card is the initial Card, replacement Card, or a renewal Card) is validly delivered and activated, the Cardholder becomes liable for all the Card Transactions and Charges on the Card incurred after the delivery and activation. The Cardholder holds the Bank free and harmless from any liability whatsoever for delivering the Card as authorized herein.

#### **V. LOST, STOLEN, OR COMPROMISED CARD**

In the event that the Card is lost or stolen, or if the Cardholder suspects that the security of the Card is compromised, the Cardholder must immediately report the loss or the suspected security breach to the Bank through the following channels:

By calling the Bank's Customer Service Center at telephone number (632) 8841-8600 (Metro Manila) or at domestic toll-free number 1-800-1888-2277 (outside Metro Manila) or at universal toll-free number IAC+800-8277-2273 (USA, NETHERLANDS, SPAIN, SWITZERLAND, MALAYSIA, AUSTRALIA, SINGAPORE, JAPAN, KOREA-KOREATEL, KOREAL-ONSE, ISRAEL) outside the Philippines, available 24 hours a day, 7 days a week.

It is the Cardholder's duty to immediately report lost or compromised Card in order for the Bank to process reversals of unauthorized Card Transactions and Charges made on the lost or compromised Card, if any as allowed by card schemes of the Card. As soon as the Bank receives the call, the Bank will cancel the Card to prevent further Card Transactions. It is the Cardholder's responsibility to check all the Charges upon reporting that the Card has been lost or compromised and immediately report any disputed amount for the Bank to investigate. Failure of the Cardholder to immediately report lost or

compromised Card, including any disputed Card Transaction(s), will entitle the Bank to consider that all Card Transactions and Charges on the Card are valid and made by the Cardholder. Any transaction made prior to reporting of lost or stolen card shall be for the account of the cardholder. The Cardholder is not required to pay the disputed amount/s while investigation of the dispute is ongoing. However, the Cardholder must pay the other undisputed amounts if, after investigation, it is determined that the dispute is invalid, the Cardholder must settle the disputed amount and the corresponding Interest charges. Card replacement under this section shall be subject to a fee. See the UnionBank of Table Fees and Charges for the prevailing rate.

The Cardholder agrees never to disclose or share the 3-digit number at the back of the card, One-Time Pin (OTP) and Cash Advance PIN to anyone. The Bank will never reach out and ask the Cardholder to disclose any of these. The Cardholder will be liable for any transactions on the Card resulting from the Cardholder's negligence in connection with the security requirement.

In case the Bank detects any unusual or suspicious activity on the Card, the Bank may require the Cardholder to contact the Bank or may temporarily suspend the Card privileges until the Bank is able to verify the activity. The Bank may also suspend or cancel the Card if the Bank has reason to believe that the Card may be or may have been compromised, used for fraud, or for void or illegal transactions, or may be in the possession of another person. Considering the exigency of these cases, the Bank may, when necessary to protect the Cardholder and/or the Card Account, but does not have the obligation, to inform the Cardholder prior to the suspension or cancellation of the Card. If the Bank revokes the Cardholder's right to use the Card or does not re-issue it for any reason, the Cardholder must immediately settle in full the Total Outstanding Balance, including Card Transactions not yet reflected in the Statement of Account to the Bank. 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 the Card is suspended or cancelled or the Bank does not reissue, replace, or renew the Card, the Bank will notify the Cardholder within seven (7) business days or within such period as prescribed by law or regulation. The Cardholder may however, appeal the suspension or cancellation of the Card subject to mutual agreement with the Bank.

## **VI. STATEMENT OF ACCOUNT**

The Bank will issue a Statement of Account to the Cardholder by mail, e-mail, or the Cardholder may download it from the UnionBank Online App. It is the Cardholder's responsibility to ensure that s/he receives the Statement of Account and to be familiar with the Card's Billing Cycle. The Statement of Account is available for viewing in the UnionBank Online App one business day after Statement Cut-Off Date. In case the Cardholder is unable to access the Statement of Account on UnionBank Online App, or does not receive a copy of the Statement of Account within seven (7) to ten (10) Days the

Cardholder must immediately report it to the Bank by calling the Bank's Customer Service Center at telephone number (632) 8841-8600 (Metro Manila) or at domestic toll-free number 1-800-1888-2277 (outside Metro Manila). Non-receipt of the Statement of Account does not relieve the Cardholder of the obligation to pay the amounts due on the Card by the Payment Due Date.

It is the Cardholder's responsibility to check all the Charges appearing in the Statement of Account. The Statement of Account is deemed to be accurate unless the cardholder notifies the Bank of any error in writing within thirty (30) days from the statement date. Should the Cardholder find any error on the Statement of Account, the Cardholder must fill up the Cardholder Dispute Form (available at [www.unionbankph.com](http://www.unionbankph.com) via the TalkToRafa Chatbot) or by calling the Bank's Customer Service Center at telephone number (632) 8841-8600 (Metro Manila) or at domestic toll-free number 1-800-1888-2277 (outside Metro Manila), available 24 hours a day, 7 days a week within thirty (30) calendar days from the Statement Date. If no error is reported within thirty (30) calendar days from Statement Date, the Statement of Account is considered correct, and all the Charges appearing in the Statement of Account becomes binding against the Cardholder.

The Cardholder is not required to pay the disputed amount/s while investigation of the dispute is ongoing. However, the Cardholder must pay the other undisputed Charges on the Statement of Account. If, after investigation, it is determined that the dispute is invalid, the Cardholder must settle the disputed amount and the corresponding Interest charges. See the UnionBank Table Fees and Charges for the prevailing rate.

It is the Cardholder's duty to keep confidential the Statement of Account and its contents. Absent any error on the part of the Bank, the Cardholder holds the Bank free and harmless from any liability from any unauthorized access or viewing of the Statement of Account, whether the Statement of Account is sent via mail, email, or downloaded from the UnionBank Online App provided there is no gross negligence or willful misconduct solely and exclusively attributable to the Bank that resulted in the unauthorized disclosure.

## **VII. CREDIT LIMIT**

The Card's Credit Limit is provided to the Cardholder in the letter accompanying the Card when the Cardholder receives the Card, whether initial or replacement Card. The Card's Credit Limit is also available in UnionBank Online App. The Cardholder understands and accepts that the Bank shall have the sole discretion to determine the amount of the Credit Limit. The Credit Limit is expressed in Philippine Peso.

For Cardholders whose first credit card is either a UnionBank Reserve Visa Infinite, UnionBank Reserve World Elite Mastercard, UnionBank Miles+ Visa Signature, UnionBank Miles+ World Mastercard, UnionBank Rewards Visa Platinum, UnionBank Rewards Platinum Mastercard, UnionBank Cash Back Visa Platinum, UnionBank Cash Back Titanium Mastercard, UnionBank S&R Visa Platinum and subsequently apply for any of these credit card variants, the Credit Limit will be shared across all Card Accounts.

For Cardholders whose first credit card is not any of the above-mentioned credit card variants, the Credit Limit provided for a Card type will not be shared across all Card Accounts.

The Credit Limit of the Supplementary Card/s is part of the assigned Credit Limit of the Principal Card.

The Bank reserves the right to approve or deny authorization for Card Transaction/s if it will exceed the Cardholder's approved Credit Limit.

The Cardholder agrees and understands that depending on the cause of the overlimit, the Bank may charge the Cardholder an Overlimit Fee, including but not limited to, the Bank authorizing a Card Transaction that results in overlimit in the Credit Limit.

The Cardholder is notified through the Statement of Account of any excesses in the Credit Limit. As such, any amount exceeding the Credit Limit are immediately due and demandable. Additionally, if the total Charges equal to or exceed the Credit Limit, the Card privileges may be suspended immediately. To reinstate Card privileges, the Cardholder must pay the Minimum Amount Due and fully settle the Overlimit Amount.

The Bank may reduce or increase the Credit Limit. The Cardholder will be duly notified of such reduction or increase. In case of reduction of the Credit Limit, should the Total Outstanding Balance exceed the reduced Credit Limit, the Cardholder agrees that the excess shall become immediately due and demandable without the need of further notice or advice from the Bank.

## **VIII. ANNUAL FEE**

The Bank may collect an annual membership fee, depending on the Card type issued to the Cardholder, as may be determined by the Bank from time to time. Cardholders can check if their Card type has an annual membership fee on <https://www.unionbankph.com/cards-fees>. The annual membership fee will be billed to the Cardholder as long as the Card Account is active. All paid fees are non-reimbursable even if the Card privileges and the Card Account have been cancelled or terminated.

The Cardholder agrees that the Bank 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 the Bank's sole discretion. These changes will take effect on the effectivity date specified in the notice, regardless of the notification method, which may be by display or posting in the Bank's premises, website and other channels, or by electronic means such as electronic mail and short messaging services, or such other methods of communication which the Bank may deem suitable.

## **IX. MERCHANTS**

The Cardholder agrees and accepts that in case the Card is not honored by any Merchant for any reason whatsoever, the Bank will not be liable for any loss, inconvenience, or

expense that the Cardholder may suffer by reason of such refusal to honor the Card, unless the non-acceptance is solely due to the Bank's gross negligence. The Cardholder holds the Bank free and harmless from any claim for damages as a result of the failure of any Mastercard/Visa-affiliated Merchant to honor the Card. Furthermore, the Bank is not responsible for any defective product or service purchased through the Card. The existence of a claim or dispute with a Mastercard/Visa-affiliated Merchant shall not relieve the Cardholder of his/her obligation to pay any and all Charges incurred through the use of the Card.

## **X. SUPPLEMENTARY CARDS**

The Bank, at the Cardholder's request, may issue supplementary Card/s on the Card Account. If a supplementary Card is issued upon the Cardholder's request, the Cardholder shall be unconditionally liable (as primary obligor and not merely as surety) for all the Charges made using the supplementary Card, including, but not limited to interest and non-refundable fees and other Charges which shall be promptly and fully paid by the Cardholder. Should the Cardholder request for the cancellation of the supplementary Card, the Cardholder agrees and binds himself/herself to pay and be liable for the Charges on the supplementary Card even after its cancellation.

## **XI. CASH ADVANCE**

The Cash Advance is a feature of the Card by which qualified Cardholders can get cash in any currency. The Cardholder may avail of Cash Advance up to the provided Cash Advance limit through any of the following channels:

- Any of the Bank's automated teller machines (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)
- UnionBank Online App

The Cash Advance feature is extended by the Bank to qualified Cardholders only. The Cardholder understands and accepts that the availment of Cash Advance shall be subject to the Bank's approval. For ATM transactions, certain banks – local and overseas, charge an access fee for cash withdrawals. The amount of access fee may vary depending on the ATM network (local or overseas) and shall form part of the Cash Advance amount. This additional fee will be charged to the Card Account. The Bank has the option to set a cash advance limit and a daily cash limit for all Cash Advances. ATM Cash Advances and corresponding Interest and/or service charges shall be for the Cardholder's account.

For Cash Advance availed overseas, the Bank 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 Cash Advance transaction abroad constitute the application required under BSP regulations for the purchase of foreign exchange for non-

trade purposes. Cash Advances are also subject to the rules and regulations of the BancNet network, Mastercard and Visa networks, and any associated networks.

The Cardholder likewise authorizes the Bank to charge the respective Cash Advance amount together with its related fees and Interest Charges to the Card every time Cash Advance is availed of. The Cardholder is fully liable for all Cash Advances on the Card and any supplementary Cards. The Cash Advance transaction record or receipt is binding evidence of the transaction. Interest Charges on Cash Advance transactions are computed from the day of availment until all related balances are paid in full. Cash Advance is also subject to a Cash Advance service fee. The Bank will notify the Cardholder of any changes on interest rates, fees and charges before these take effect.

By availing of Cash Advance, the Cardholder consents 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 the Card Account and transaction information and other data necessary to enable the availment of 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.

## **XII. CASH ADVANCE PIN**

The Cardholder understands and accepts that, in the event that the Cardholder is qualified to avail of Cash Advance, the Bank still reserves the right to deny or restrict this service by requiring the Cardholder to request for a Cash Advance Personal Identification Number (PIN). The Principal and Supplementary Cardholder may generate the Cash Advance PIN by logging on to UnionBank Online App or by calling UnionBank Customer Service.

The Cardholder may also change the Cash Advance PIN via any UnionBank ATM in the Philippines or by logging on to UnionBank Online App. A Cash Advance PIN is required for every Card.

The Cardholder agrees never to disclose or share the Cash Advance PIN to anyone. The Bank will never ask the Cardholder to disclose the Cash Advance PIN. The Cardholder will be liable for any transactions on the Card resulting from the Cardholder's negligence in connection with the security requirement.

The Cardholder shall, and make sure that the supplementary Cardholders shall, keep the PIN private and confidential at all times and shall not disclose, give, nor make the same available to any person under any circumstance. The Cardholder fully accepts that non-compliance with this provision relieves the Bank from any liability for any loss arising from

the use of the PIN to effect cash advance transactions on the Card. Any cash advance effected using the PIN shall be conclusively presumed to have been authorized by the Cardholder. The Cardholder is also responsible for all Cash Advance transactions of the supplementary Cardholder/s.

### **XIII. REWARDS**

The Cardholder may earn Points, Miles or Rebates (“Usage Privileges”), on qualified transactions, depending on the Card product/s used. 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 the Card Account is in good credit standing. If the Card has been cancelled, either by the Cardholder or by the Bank, any unused Usage Privileges will be immediately forfeited. Likewise, if the Cardholder avails of debt restructuring or other collection programs, unused Usage Privileges will remain forfeited, despite payment of liabilities in the Card Account/s.

### **XIV. PAYMENT OF CHARGES**

The Cardholder agrees to settle the Card Transactions and Charges as reflected in the Statement of Account on or before the Payment Due Date stated in the Statement of Account. The Payment Due Date may vary month to month at the Bank’s discretion. At every Statement Date, the Cardholder has the option to pay the Total Amount Due in full, the Minimum Amount Due or any amount in between. If the Payment Due Date falls on a Saturday, Sunday or a holiday, the Payment Due Date will be adjusted to the next banking day. Regional clearing checks or out-of-town checks are not acceptable modes of payment. If the check payment is returned by the Bank for whatever reason, the Cardholder is liable to pay the Bank a fee. See the UnionBank Table of Fees and Charges for the prevailing rate.

Should the Cardholder fail to settle at least the Minimum Amount Due, or in case payment is lower than the Minimum Amount Due, the Bank reserves the right to revoke or suspend the Card privileges and to demand full settlement of the Total Outstanding Balance, including Card Transactions not yet reflected in the Statement of Account. In addition to Interest Charges, the Cardholder shall be liable to pay (a) a Late Payment Charge; (b) an Overlimit Fee and (c) a Certification Fee per Certification Letter, if applicable. See the UnionBank Table of Fees and Charges for the prevailing rates.

### **XV. AUTO-DEBIT ARRANGEMENT**

The Cardholder may enroll his/her deposit account with the Bank in the Auto-Debit Arrangement Facility of the Bank for the monthly payment due on the Card Account by submitting a duly accomplished Personal Auto-Debit Arrangement Enrollment Form to one of the Bank’s branches or via the UnionBank Online App. The Cardholder will need to specify in the Personal Auto-Debit Arrangement Enrollment Form whether the Bank should deduct the Minimum Amount Due or Total Amount Due as found in the Cardholder’s monthly Statement of Account.

Upon submission of the Personal Auto-Debit Arrangement Enrollment Form, the Cardholder understands and accepts that it shall serve as authorization for the Bank to deduct the Minimum Amount Due or Total Amount Due on each monthly Statement of Account from the Cardholder's designated deposit account. For enrollment done thru the Bank's branch, the Auto-Debit Arrangement shall be enrolled within fifteen (15) days from the date the Enrollment Form is received by the Bank. Enrollment done via the UnionBank Online App shall be confirmed immediately. This enrollment may be effective on the Cardholder's current Statement of Account if the enrollment is confirmed within seven (7) calendar days before the Payment Due Date, otherwise, it will be effective on the Cardholder's next Statement of Account. To avoid imposition of the Late Payment Charge and other relevant charges, the Cardholder should settle the Minimum Amount Due or Total Amount Due of the current Statement of Account through other payment channels.

The debiting from the Cardholder's deposit account will be made against cleared and available funds only. In the event that the funds in the deposit account are insufficient to pay for the Cardholder's Minimum Amount Due or Total Amount Due as specified in the Personal Auto-Debit Arrangement Enrollment Form or as nominated during the Auto-Debit Arrangement enrollment via the UnionBank Online App, no debiting shall be done for that particular Billing Cycle, and unless the Cardholder pays through other channels, the Cardholder will be charged with Late Payment Charge and other relevant Charges. The Cardholder shall be responsible for ensuring that the deposit account has sufficient funds with which to cover the payment due on the Card Account.

If the Payment Due Date falls on a weekend or a national holiday, the Payment Due Date shall be automatically moved to the next business day. By enrolling under the Bank's Auto Debit Arrangement, to ensure payment is timely received and any potential fees are avoided during long weekends and holidays, the Cardholder authorizes the Bank, to debit the Cardholder's deposit account within seven (7) calendar days before the Payment Due Date.

In case the deposit account enrolled by the Cardholder for the Auto-Debit Arrangement is a joint deposit "AND" account, the Bank shall not allow debiting unless all of the co-depositors on the joint "AND" account sign on the Enrollment Form. The Cardholder's submission of duly signed Enrollment Forms containing signatures of the Cardholder's co-depositor/s means that the co-depositor/s consented to the debiting and the Bank shall have no liability for complying with the debiting instructions of the depositors. The Cardholder hereby authorizes the Bank, and ratifies and confirms all acts as may be done or performed by the Bank, to implement the instructions contained in the Auto-Debit Enrollment Form. This authority shall be on a continuing basis unless cancelled by the Cardholder in writing at least fifteen (15) days prior to the intended cancellation date.

## **XVI. INTEREST CALCULATIONS**

The Bank will not impose any Interest Charges should the Cardholder pay the Total Amount Due in full on or before the Payment Due Date. However, non-payment of the Total Amount Due in full means that the Cardholder is considered to have borrowed from or availed of the credit line from the Bank, and will be billed an Interest Charge at a per annum rate determined and subject to change from time to time by the Bank and advised through the monthly Statement of Account, calculated from the unpaid portion of the Total Amount Due.

Interest is charged as follows:

1. Interest is computed 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 the Statement of Account.
3. Unpaid balances from prior Statements of Account will be carried over to the current Statement of Account and may be charged Interest daily until fully paid. The computed Interest on the unpaid amount of the previous balance may be charged on the Cardholder's next Statement of Account (Residual Interest).

Any payments are deducted from the unpaid balance on their respective Transaction Dates.

The Bank multiplies 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. The Bank then adds up all the daily Interest to determine the total Interest for the billing period. Interest is compounded Monthly.

The Bank does not compute Interest on any credit balance.

Although the Monthly Interest rates are as stated in the Statement of Account, the total Interest payable on an annual basis may be higher depending on the amounts the Cardholder pays and when it is paid. The Cardholder can save on Interest when s/he 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 the Cardholder pays and the time it takes to repay the balance.

## **XVII. OTHER FEES**

The Cardholder agrees to pay such other fees relating but not limited to processing of cash payments, use or maintenance of the Card and/or Card Account, and additional features or privileges that may be added to the Card, which fees may be imposed by the Bank as may be required or warranted under the circumstances, upon notice to the Cardholder. The Cardholder understands that the amount of said fees may be revised from time to time as the Bank may deem necessary. The applicable taxes that may be imposed, arising from or in connection with the Card Transactions or Charges shall be for the Cardholder's account.

## **XVIII. 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.

The Cardholder agrees not to make a payment which would cause the Card Account to reflect a credit balance.

If the Bank receives 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 the Cardholder paid the balance on the Card), and the resulting credit balance on the Card Account exceeds the thresholds set, the Bank shall notify the Cardholder and shall have the option to return the amount of the credit balance. The Bank may return the credit balance that exceeds the total unpaid balance to a deposit account, which should solely be under the Cardholder's name, at UnionBank, or through a manager's check issued in the Cardholder's name that will be delivered to the Cardholder's registered address in the Bank records. Any expense borne by the Bank's exercise of this option shall be for the account of the Cardholder.

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 the Bank's policies and the provisions of the applicable laws and regulations, including the US Foreign Account Tax Compliance Act (FATCA).

## **XIX. DISCLOSURE**

The Bank may at all times acquire, exchange and/or release information obtained from the Card Account to any third party in accordance with the Bank's Data Privacy Statement (DPS) found at <https://www.unionbankph.com/privacy-security>, and the Cardholder hereby holds the Bank free and harmless from any liability that may arise from such disclosure made in accordance with the consent that Cardholder has provided. Likewise, in the event that the Card Account becomes delinquent or past due, the Bank shall inform the Cardholder in writing of such referral to a collection agency, or the transfer of the account/case from one collection agency to another, at least seven (7) days prior to the endorsement of the account/case. The notice shall include the full name of the collection agency and its contact details. The Cardholder hereby authorizes the Bank to investigate the information provided by the Cardholder from whatever sources it may consider appropriate. The Cardholder understands that falsifying any of the information is sufficient ground for legal action and the cancellation of the Cardholder's application for a Card.

## **XX. COMMUNICATIONS**

The Bank is hereby authorized to communicate with the Cardholder through electronic means, included but not limited to text messages and email at any permissible time under

government rules and regulations for whatever purpose related to my Card Account. The Cardholder is expected to read these notifications and is responsible for the security and confidentiality of these electronic notifications the Bank may send from time to time. As such, in the absence of gross negligence or willful misconduct on the part of the Bank, the Cardholder declares the Bank 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 Cardholder.

When communicating with the Bank by electronic means, the Cardholder may be instructed to comply with security and authentication protocols established by the Bank. It is the Cardholder's responsibility to take all reasonable steps to prevent unauthorized access by third persons of the Cardholder's and the Card Account details used for security and authentication protocols.

## **XXI. RECORDING OF CALLS**

The Cardholder authorizes the Bank to record, store, replay all telephone calls that the Cardholder makes to the Bank and receives from the Bank. The Cardholders authorize the Bank to use such recordings as evidence in any judicial or administrative proceeding and waive reasonable expectation of privacy to such recording.

## **XXII. CONSENT FOR PROCESSING AND SHARING OF PERSONAL DATA/INFORMATION**

Cardholder agrees that by signing this document, his/her application, maintenance, or continued use of any of the Bank's products and services shall be his/her acceptance and agreement to be bound by the provisions of the Bank's Data Privacy Statement (DPS) found at <https://www.unionbankph.com/privacy-security>.

The Cardholder agrees to authorize the Bank to collect, use, and share Personal Data (as defined under the Data Privacy Law of 2012 and its implementing rules and regulations), customer data, and account or transaction information or records (collectively, the "Information") provided, and where permitted by law, to share it with: (i) Aboitiz and Company Inc.; (ii) Aboitiz Equity Ventures; and (iii) the Bank, including their respective subsidiaries and affiliates (collectively, the "Aboitiz Group") for cross-selling and for the following purposes: (a) purposes as set out in the DPS in force; (b) to identify and inform the Cardholder of products and services provided by the Aboitiz Group that may be of interest to the Cardholder; (c) for compliance to any law, regulations, government requirement, treaty, agreement, policy or as required by or for the purpose of any court legal process, examination, inquiry, audit, or investigation of any authority. This applies notwithstanding any non-disclosure agreement.

Pursuant to Republic Act 9510 otherwise known as "the Credit Information System Act" and its Implementing Rules and Regulations, the Cardholder acknowledges that the Bank

is mandated to submit or disclose the Cardholder's basic credit data to the Credit Information Corporation (CIC) as well as any updates or corrections thereof, and share said basic data with other lenders / financial institutions authorized by the CIC. The Cardholder is aware that he/she may communicate directly with the Bank's Data Protection Officer by contacting [dpo@unionbankph.com](mailto:dpo@unionbankph.com).

### **XXIII. CHANGE OF CARDHOLDER'S INFORMATION**

It shall be the Cardholder's responsibility to keep their information updated with the Bank, including, but not limited to contact number, email address or any changes to their name, civil status, or gender reassignment, and for submitting any required documents related to the change. To file a change request, ~~visit [www.unionbankph.com](http://www.unionbankph.com) and use the TalkToRafa Chatbot~~ or call the Bank's Customer Service Center at (632) 8841-8600 (Metro Manila) or 1-800-1888-2277 (outside Metro Manila), or raise your request via My Mailbox-Inbox > Support > Create Ticket via UnionBank Mobile Application or Support > Create Ticket via [www.unionbankph.com](http://www.unionbankph.com) and/or email any supporting documents to [customer.service@unionbankph.com](mailto:customer.service@unionbankph.com).

The Bank shall not be responsible for any consequences that may arise due to the Cardholder's inability to receive any Statement of Account or to pay the outstanding Card obligations as a result of the Cardholder's failure to notify the Bank in a timely manner of any change in the Cardholder's mailing address, contact or other Cardholder information.

The Cardholder also agrees to provide the Bank with additional information and documents as the Bank may require from time to time, and shall update that information as required by the Bank from time to time, to enable the Bank or its affiliates to comply with any law or regulation or any Government Requirement.

### **XXIV. NOTICES**

Notices successfully delivered to the Cardholder's mailing address as reflected in the Bank's record shall be binding to the Cardholder. In case the Cardholder's chosen mailing address is not accessible through postal mail or delivery, the Bank shall have the option to use the Cardholder's alternate addresses as provided by the Cardholder to the Bank.

### **XXV. BREACH**

The Cardholder will be considered in breach in any of the following events:

- a. Non-payment of the 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 the Cardholder's assets with the Bank;
- c. Cardholder's application for payment relief under the insolvency law or other bankruptcy laws;
- d. Cardholder's failure to observe any of the provisions of these T&Cs;

- e. Cardholder's failure to observe any of the terms and conditions of any contract or evidence of indebtedness and/or other related documents which the Cardholder executed or the Bank issued to the Cardholder in connection with any credit and loan facilities that the Bank granted or that was granted by another financial institution or other lender in the Cardholder's favor;
- f. Cardholder is charged with, convicted of or under investigation by any authority for violation of Republic Act No. 8484 (Access Devices Regulation Act of 1998) or other laws or regulations relating to credit cards or bank transactions; or the Bank has prima facie evidence to charge the Cardholder with a violation of any of the provisions of such laws or regulations; or
- g. the Bank believes, on reasonable grounds, that the Bank was induced by fraudulent misrepresentation to grant the Cardholder the credit facility.
- h. The Bank deems that the Cardholder has acted fraudulently to benefit from the credit facility, programs, rewards, and other analogous instances.

In case of breach in any of the Cards or credit facilities with the Bank, the Bank may, without prior notice to the Cardholder, cancel and revoke the right to use all or any of the Cardholder's Cards or other credit facilities with the Bank, and declare the Total Outstanding Balance, which includes any unposted transactions and unbilled monthly installments due, under any of the Cards to be immediately due and demandable. The Cardholder shall be liable to pay all the Charges, as applicable. The Bank will notify the Cardholder within seven (7) business days or within such other period as prescribed by law or regulation. The Cardholder may, however, appeal the suspension or cancellation of the Card subject to mutual agreement with the Bank. The Cardholder agrees to cut the 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 the event that the Bank needs to refer the Card Account to a collection service provider or to a different collection service provider, the Bank will advise the Cardholder in writing of the endorsement of the 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 the Bank needs to refer the Card Account to a collection service provider or to a lawyer, the Cardholder agrees that he/she is liable to pay the cost of collection, attorney's fees and the litigation and judicial expenses.

## **XXVI. PREVENTION OF PERFORMANCE**

The Bank strives to fulfill all its obligations under these Terms and Conditions and remains committed to minimizing any inconvenience caused to the Cardholder. The Bank is not accountable for unforeseen circumstances which may arise but will take all necessary steps to restore full service as rapidly as possible. The Bank will also not be responsible for any failure to perform any of its 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, the Bank's obligations will be suspended for so long as the Force Majeure Event continues (and, in the Bank's case, no other branch or affiliate shall become liable). The Bank 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 the Bank's 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.

## **XXVII. WITHHOLDING**

The Cardholder understands that he is responsible for all taxes on amounts paid or returned. If required by any applicable Government Requirement the Cardholder authorizes the Bank to deduct or withhold for or on account of taxes on such amounts.

## **XXVIII. TERMINATION**

The Cardholder may at any time instruct the Bank to cancel his/her Card Account and terminate the use of the Card and all Supplementary Cards, by notifying the Bank and calling the Bank's Customer Service Center at (632) 8841-8600 (Metro Manila) or 1-800-1888-2277 (outside Metro Manila), or by emailing [customer.service@unionbankph.com](mailto:customer.service@unionbankph.com). Upon cancellation of the Card Account and the Card, the Bank may declare the Total Outstanding Balance, which includes any unposted transactions and unbilled monthly installments due, under any of the Cards to be immediately due and demandable. The Cardholder continues to be liable to pay all the Charges, as applicable, notwithstanding the cancellation of the Card Account and the use of the Card. The Cardholder shall keep the Bank indemnified for all costs (including legal fees and Charges) and expenses incurred in recovering such outstanding balances.

In the event that the Bank introduces, amends, restricts, terminates or withdraws Card benefits, services, facilities and privileges (collectively referred to as "Changes"), whether relating specifically to the Cardholder or generally to all, the Bank shall provide prior notice which will specify when the Changes will take effect. The same rule applies should the Bank change the association of the Card (i.e., Mastercard or Visa).

The Bank shall, as far as practicable, give prior notice by electronic means such as electronic mail and short messaging services, or such other methods of communication which the Bank may deem suitable in the following instances, without prejudice to the Cardholder's right to decline the change implemented by the Bank:

- a. Increase the Credit Limit and/or Cash Advance limit;
- b. Approve any Card Transaction even if it may cause the balance on the Card to exceed the Credit Limit. The Cardholder agrees to immediately repay the Card Transaction(s).

In the event the Bank detects any unusual or suspicious activity on the Card, for the protection of the Cardholder and/or the Card Account, the Bank may

immediately suspend the Card privileges, the Card or both, and require the Cardholder to contact the Bank to verify the activity. Further, the Bank may impose a limit on the number of purchases, online transactions, Cash Advances, or other Card Transactions in one day, or decline any Card Transaction even if the Cardholder has sufficient Credit Limit. The Bank shall notify the Cardholder of such suspension by electronic means such as electronic mail and short messaging services, or such other methods of communication which the Bank may deem suitable.

The Bank may also suspend, cancel or terminate the Card privileges, the Card or both when required to ensure compliance with relevant regulations. If the Bank has reason to believe that the Card may be or may have been compromised, used for fraud, or for void or illegal transactions, or may be in the possession of another person, the Bank will provide the Cardholder with written notice at least seven (7) business days after the suspension, termination, or cancellation, or within such period prescribed by applicable law or regulation, or upon conclusion of its investigation.

If the Bank revokes the Cardholder's right to use the Card, suspends or terminates the Card's privileges, or does not re-issue, replace or renew the Card for any reason, or cancels any card transaction the Cardholder must immediately settle in full the Total Outstanding Balance, including Card Transactions not yet reflected in the Statement of Account to the Bank, which includes any unposted transactions and unbilled monthly installments due, under any of the Cards. Please note that continued use of the Card in case of closure or cancellation or non-reissuance of the Card is deemed as fraudulent. Cardholder shall be responsible for all costs, damages or losses suffered by the Cardholder resulting from the Bank's suspension or cancellation of the Card in accordance with this section.

## **XXIX. RIGHT TO SET-OFF**

Upon termination of the Card Account for whatever reason, subject to the provisions of applicable law, in order to ensure payment of the Cardholder's obligations to the Bank, Cardholder authorizes the Bank at the Bank's discretion, to set-off or apply-the following liquidated properties of the Cardholder which may have been deposited with the Bank or which the Bank may have in its possession or control (collectively, the "Funds") for any purpose, now or anytime hereafter:

- a. monies in deposit accounts in whatever currency, including all or any interests or other income which may accrue thereon;
- b. proceeds of matured investments

Any amounts remaining after payment of the Cardholder's obligation(s) to the Bank shall be returned to the Cardholder.

For this purpose, the Bank is hereby appointed as the Cardholder's irrevocable Attorney-in-Fact with full power of substitution/delegation to convert the funds into Philippine Peso if denominated in foreign currency at the prevailing exchange rate at the time of set-off or

pre-termination, and to apply the Funds to the payment of any of the Cardholder's obligations heretofore mentioned and for this purpose to sign, execute, deliver and/or endorse any and all documents or instruments and perform any and all acts and things required or necessary in the premises.

### **XXX. ASSIGNMENT**

The Bank may assign any or all of its rights and obligations under these T&Cs to a third party by giving at least thirty (30) days written notice to the Cardholder prior to the effectivity of such assignment. Any assignment made by the Bank shall not affect in whatever form any of the Cardholder's accrued rights and obligations under these T&Cs.

At any point prior or after such assignment, the Cardholder may cancel his/her card pursuant to Section XXVIII above.

### **XXXI. AMENDMENT**

Revisions, modifications, amendments, and supplements to these T&Cs will take effect and are deemed binding on the Cardholder sixty (60) days from notice to the Cardholder, whether in writing, by display or posting in the Bank's premises, website, and other channels, or by electronic means such as electronic mail and short messaging services, or such other methods of communication which the Bank may deem suitable. For changes in the manner of computation of the outstanding balance and the amount of fees, the same will take effect ninety (90) days from notice to the Cardholder by electronic means such as electronic mail and short messaging services, or such other methods of communication which the Bank may deem suitable.

### **XXXII. SEPARABILITY CLAUSE**

In case any portion of these T&Cs is declared invalid or unenforceable, the portion not otherwise affected shall remain valid and binding.

### **XXXIII. LIMITATION OF, AND EXCLUSIONS FROM LIABILITY**

To the extent permissible under law, in any action arising from these T&Cs or any incident thereto which the Cardholder or other party may file against the Bank, the Bank's liability shall be limited solely and exclusively to instances attributable to the Bank's fault or gross negligence, and which shall not exceed the actual damages proven. The Bank will bear no responsibility for any loss or damage, directly or indirectly, suffered by the Cardholder unless it is conclusively proven to be the result of fraud, gross negligence, or willful misconduct committed solely and exclusively by the Bank, in in the following instances:

1. Any loss or damage howsoever incurred or suffered by the Cardholder by reason of the Bank's refusal or the refusal of other financial institutions or third parties, to allow a Card Transaction or to accept the Card or the PIN or to provide Cash Advance up to the Credit Limit or at all;
2. Refusal of any Merchant to honor the Card;
3. Any defect or deficiency in the goods or services supplied by any Merchant or, where applicable, for any breach or non-performance by a Merchant or a Card Transaction;
4. Malfunction of any ATM or disruption of communication systems;
5. Exercise by the Bank of its right to demand and procure the surrender of the Card prior to its expiry date, whether such demand and surrender are made and/or procured by the Bank or by any other person or ATM.
6. Exercise of the Bank's right to terminate any Card or the Card Account pursuant to the Termination Clause hereof.
7. Any injury to the Cardholder's credit character and reputation arising from the repossession of the Card, any request or demand for the surrender of the Card, or the refusal of any person to honor or accept the Card;
8. Any misstatement, error or omission in the Statement of Account.

Any dispute between the Cardholder and any Merchant or financial institution or any other person. The Cardholder's liability to the Bank shall not be adversely affected by any such dispute or by any counterclaim or right of set-off which the Cardholder may have against such Merchant or financial institution or other person.

#### **XXXIV. COOLING-OFF**

The Cardholder may be entitled to a cooling off period of at least two (2) banking days after availing the Card. During this cooling-off period, the Cardholder has the option to cancel the Card availed by providing a notice of cancellation to the Bank. However, the Bank reserves the right to collect processing and administrative fees to cover expenses incurred, including applicable taxes and Total Outstanding Balance, if any.

#### **XXXV. ATTORNEY'S FEES AND VENUE**

Should the Bank need to refer the Cardholder to a collection agency, or should the Bank be constrained to hire legal counsels in the enforcement of its rights under these T&Cs against the Cardholder, the Cardholder shall be liable to pay the cost of collection and/or attorney's fee equivalent to twenty-five per cent (25%) of the unpaid balance and the cost of litigation and judicial cost as applicable. The Bank shall inform the Cardholder in writing of such referral to a collection agency, or the transfer of the Cardholder's account/case from one collection agency to another, at least seven (7) days prior to the actual endorsement of the account/case. The notice shall include the full name of the collection agency and its contact details. The law of the Republic of the Philippines shall govern this Agreement and the exclusive venue of all suits to enforce this Agreement shall be in the proper courts in Pasig City, Philippines to the exclusion of any other venue.

Your needs and feedback are important to Us and if you have any questions or concerns, you may reach us through any of Our channels below. For our social media channels, a representative will get back to you within 24-48 hours from the time we receive your question or concern.

- Phone: for +63 2 8841 8600
- E-mail: [customer.service@unionbankph.com](mailto:customer.service@unionbankph.com).
- Facebook Messenger: [m.me/unionbankph](https://m.me/unionbankph)
- Twitter: [twitter.com/unionbankph](https://twitter.com/unionbankph)

In the event that your concern requires an investigation, you agree to provide Us with all information We need, and consent to the use and processing of the information you provide, to enable Us to expediently address your query. You also allow the Bank to disclose information you may have provided to third parties, if necessary to address your concern.

Union Bank of the Philippines is regulated by the Bangko Sentral ng Pilipinas  
<https://www.bsp.gov.ph>

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