



CITI SIMPLICITY+ CARD TERMS AND CONDITIONS
Version: August 2022

This Agreement shall be subject to the Citi Card Agreement to the extent that it may be applicable.

1. DEFINITIONS

In these terms and conditions (“Terms and Conditions”), unless the context otherwise requires;

“Card” means the Citi Simplicity+ Card issued by us and includes a supplementary card where the context requires;

“Card Account” means the account maintained with us in respect of the Card;

“Cash Advance” means the feature of your Card by which you can get cash in any currency using your Card at select branches, ATMs and money changers locally and abroad;

“Minimum Amount Due” is computed as:

- i. Your Total Amount Due if it is less than or equal to Five Hundred Pesos (Php500); or
- ii. The sum of the items below or Five Hundred Pesos (Php500), whichever is higher:
 - a. Any Past Due Amount;
 - b. Monthly Installments Due for the month;
 - c. Interest charge;
 - d. Total Amount Due less items a to c, multiplied by the required payment percentage of 1%

“Program” means this Citi Simplicity+ Card Interest Rebate Program;

“Retail Purchase” means the straight, single-receipt purchase of any goods or services for personal consumption, including purchase made online or over the internet by the use of the Card, and may, at our absolute discretion and without prior notice, include any Card transaction as determined by us;

“Statement Date” means the date when your Statement of Account is generated after each billing period.

“We, Our, Us” means Citibank, N.A. - Philippine Branch or its successor and assign, UnionBank of the Philippines (hereafter, all references to Citibank, N.A. Philippine Branch is understood to be references to UnionBank of the Philippines) and;

“You, Your” means the Principal Cardholder, the person in whose name the Card Account is maintained. This term may also include the supplementary cardholder where the context requires.

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

2. PARTICIPATION

Your Card Account is entitled to participate in the Program at the date of commencement of the Program or the date when the Card is issued to you, whichever is later; provided that your Card Account is and remains in

good credit standing, as determined by us in our sole discretion.

3. ISSUANCE AND CREDITING OF INTEREST REBATES

3.1 If you satisfy the below conditions, you will receive interest rebates on your Statement Date amounting to ten percent (10%) of the interest charges on Retail Purchases and Cash Advances from your previous Statement of Account:

- i. You must have paid at least the Minimum Amount Due on or before the Payment Due Date. Interest rebates are calculated on the last day of the current billing period. If there is a payment reversal that causes your payment to fall below the Minimum Amount Due, you will not be eligible for the interest rebate.
- ii. Your Citi Simplicity+ Card account must be open and current. You will not receive the rebate if your account is in default (as such term is defined in the Citi Card Agreement) or if you convert your Citi Simplicity+ Card to another Citi credit card product.

3.2 Interest rebates are calculated by multiplying the total interest charge on Retail Purchases and Cash Advances shown on your previous Citi Simplicity+ Statement of Account. Interest charges for installment transactions are not eligible to get an interest rebate.

3.3 There is no cap on the interest rebate that you can earn per Statement of Account.

3.4 If you disputed, cancelled or requested a refund for a transaction, and the interest for your previous Statement of Account is reduced as a result, the interest rebate will be calculated based on your adjusted interest.

3.5 The interest rebates are not considered payments to your Card Account and cannot be used to offset the Minimum Amount Due or Total Amount Due that is due on your Statement of Account. You still need to pay at least the Minimum Amount Due on or before the payment due date so that your Card account does not become past due or does not default.

4. OTHER CONDITIONS

4.1 We reserve the right to suspend or exclude you from participating or continuing to participate in the Program if:

- i. In our opinion you have in any way breached these Terms and Conditions and the terms and conditions of the Citi Card Agreement;
- ii. In our opinion, you conduct your Card Account in a manner inconsistent with the object and intent of the Program.

4.2 We may at any time vary, modify or amend the terms and conditions of the Program, and you shall be bound by such variations and amendments.

4.3 We are not liable if we are unable to perform our obligations under these Terms and Conditions, due directly or indirectly to the failure of any machine or communication system, industrial dispute, war, Act of God, or anything outside our control or outside the control of our agents or any third party.

4.4 Our records of all matters relating to the Program shall be conclusive and binding on you.

4.5 Any request for adjustment of interest rebates is subject to our approval at our absolute discretion.

4.6 We are entitled, for any reason at any time, without liability or prior notice, to suspend the calculation or crediting of interest rebates, to rectify any errors in the calculation, or otherwise adjust such calculation.

4.7 We may, at any time and without notice, cancel or terminate the Program.

4.8 Fraud, abuse or any unauthorized action relating to the earning of interest rebates may result in forfeiture of interest rebates, disqualification from the Program, suspension or cancellation of your Card privileges or the charging of the full cost of the interest rebates. The taking of such measures shall be without prejudice to any legal action that we may take.

4.9 All questions or disputes regarding eligibility for the Program or eligibility of rebates for crediting will be resolved by us at our sole discretion.

4.10 Our decision on all matters relating to the Program shall be final and binding on you.

4.11 To the fullest extent permitted by law, in no event will we or any of our officers, employees, representatives and/or agents be liable for any loss or damages (including without limitation, loss of income, profits or goodwill, indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising, whether in contract, tort, negligence or otherwise in connection thereof, even if we have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

4.12 The terms and conditions of the Citi Card Agreement shall likewise apply; you must strictly abide by the same.

5. TAXATION

Taxes and reportorial requirements may apply to the interest rebates received in the course of the Program pursuant to existing tax laws, rules, and regulations. You will assume, and be solely responsible for all reportorial requirements, if any, as well as, all taxes, assessment or charges that may be applicable relative to the receipt of interest rebates.

6. CONSENT FOR PROCESSING, PROFILING AND SHARING OF DATA AND INFORMATION

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

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

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

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

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

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

4. You acknowledge that we may use voice recognition technology to collect and analyze your voiceprint biometric

data for the purpose of identity verification when you give instructions through the phone.

5. You consent, in connection with any proposed novation, assignment, transfer or sale of any of our rights and/or obligations with respect to or in connection with your account and any products, facilities and services available in connection with the account, to any novatee, assignee, transferee, purchaser or any other person participating or otherwise involved in such transaction, to the disclosure, to any such person, by us, of any and all Information which may be required in relation thereto.

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

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

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

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

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

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

Additional provisions for corporations, partnerships or other juridical entities:

You represent that you have been authorized by any Related Party, Customer Affiliate, Data Subject or other person regarding whom you have provided information to UnionBank to signify the latter's consent to the provisions herein, and that you have provided to and secured from any Related Party, Customer Affiliate, Data Subject or other person regarding whom you have provided information to UnionBank any notices, consents and waivers necessary to permit UnionBank, its affiliates, representatives, and its and their third party service providers and Payment Infrastructure Providers (which refers to a third party that forms part of the global payment system infrastructure, including without limitation

communications, clearing or payment systems, intermediary banks and correspondent banks) to carry out the actions described in this provision, and that you will provide such notices and secure such necessary consents and waivers in advance of providing similar information to UnionBank in the future.

For purposes of these Terms and Conditions, "Control" means an entity that possesses directly or indirectly the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of shares or the possession of voting power, by contract or through other means or any legal or natural person ultimately has a controlling ownership interest in a legal person or exercises control through any arrangement. "Customer Affiliate" means any entity, present or future, that directly or indirectly Controls or is Controlled by or is under common Control with you, and any branch thereof. "Data Subject" means an individual whose Information is processed, and may also include a juridical entity, where applicable. Data Subjects may be you, your personnel, customers, suppliers, payment remitters or payment beneficiaries, or other persons. "Related Party" means any natural person or entity, or any branch thereof, that (i) owns, directly or indirectly, our stock (if the customer is a corporation), (ii) owns, directly or indirectly, profits, interests or capital interests in you (if the customer is a partnership), (iii) is treated as your owner, (iv) holds, directly or indirectly, beneficial interests in you (if the customer is a trust), (v) is a natural person who exercises control over you, such as a settlor, protector or beneficiary of a trust, or a person or entity which otherwise has a controlling ownership in or otherwise exercises control over you through any arrangement or other means (if the customer is an entity), (vi) is designated as your signatory or representative (if the customer is an entity).

DATA PRIVACY STATEMENT

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

1. General

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

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

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

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

or other person regarding whom you have provided information to UnionBank any notices, consents and waivers necessary to permit UnionBank, its affiliates, representatives, and its and their third party service providers and Payment Infrastructure Providers (which refers to a third party that forms part of the global payment system infrastructure, including without limitation communications, clearing or payment systems, intermediary banks and correspondent banks) to carry out the actions described in this provision, and that you will provide such notices and secure such necessary consents and waivers in advance of providing similar information to UnionBank in the future.

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

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

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

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

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

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

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

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

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

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

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

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

4. Purpose of Personal Data Processing, Profiling and Sharing

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

- a. To establish, maintain or terminate accounts and establish, provide or continue banking/credit facilities or financial services including investment, trust, insurance, credit, debit, charge, prepaid or any type of card, loan, mortgage, auto loan, financial and wealth management products and services and otherwise maintaining accurate “know your customer” information and conducting anti-money laundering and sanctions, credit and background checks (whether such facilities or services are offered or issued by Bank, Bank’s affiliates, third parties or through other intermediaries, providers or distributors);
- b. To provide, operate, process and administer Bank accounts and services or to process applications for Bank accounts and services, including banking/financial transactions such as remittance transactions and credit/ financial facilities, subscription or proposed subscription of products or services (whether offered or issued by Bank or otherwise), and to maintain service quality and train staff;
- c. To undertake activities related to the provision of the Bank accounts and services including but not limited to transaction authorization, statement printing and distribution, customer service and conduct of surveys, the provision of research reports, offering documents, product profiles, term sheets or other product related materials, administration of rewards and loyalty programs;
- d. To provide product related services and support, including, without limitation, provision of processing or administrative support or acting as an intermediary / nominee shareholder / agent / broker / market participant /counterparty in connection with participation in various products including investment, trust, insurance, credit, debit, charge, prepaid or any type of card, loan, mortgage, auto loan, financial and wealth management products and services (whether such products are offered or issued by the Bank, the Bank’s affiliates, third parties or through other intermediaries, providers or distributors);
- e. To fulfil foreign and domestic legal, regulatory, governmental, tax, law enforcement and compliance requirements and disclosure to any foreign or domestic market exchange, court, tribunal, and/or legal, regulatory, governmental, tax and law enforcement authority (each, an “Authority”) pursuant to relevant guidelines, regulations, orders, guidance or requests from the Authority) and comply with any treaty or agreement with or between foreign and domestic Authorities applicable to the Bank, their agents or providers;
- f. To verify the identity or authority of Relevant Individuals, representatives who contact the Bank or may be contacted by the Bank and to carry out or respond to requests, questions or instructions from verified representatives or other parties pursuant to the Bank’s then-current security procedures;
- g. For risk assessment, statistical and trend analysis and planning purposes, including to carry out data processing, statistical, credit, risk and anti-money laundering and sanctions analyses, creating and maintaining credit scoring models, and otherwise ensuring potential or ongoing credit worthiness of Relevant Individuals and Data Subjects, including conducting banking, credit, financial and other background checks and reviews, and maintaining banking, credit and financial history of individuals (whether or not there exists any direct relationship between that Data Subject or Relevant Individual, and the Bank) and creating and maintaining business development plans and activities for present and future reference;
- h. To monitor and record calls and electronic communications with Relevant Individuals and Data Subjects for record keeping, quality assurance, customer service, training, investigation, litigation and fraud prevention purposes;
- i. For crime and fraud detection, prevention, investigation and prosecution;
- j. To enforce (including without limitation collecting amounts outstanding) or defend the rights of the Bank, its employees, officers and directors, contractual or otherwise;
- k. To perform internal management and management reporting, to operate control and management information systems, and to carry out business risk, control or compliance review or testing, internal audits or enable the conduct of external audits;
- l. To enable an actual or proposed assignee of the Bank, or participant or sub-participant or transferee of the Bank’s

rights in respect of the Data Subject to evaluate or consummate a transaction intended to be the subject of the assignment, transfer, participation or sub-participation;

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

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

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

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

q. Purposes relating directly thereto.

5. Classes and Recipients of the Personal Data

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

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

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

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

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

e. Any person or entity to whom UnionBank is under an obligation or otherwise required to make disclosure pursuant to legal process or under the requirements of any foreign or domestic law, regulation, court order or agreement entered into, binding on or applying to UnionBank, or agreement entered into by UnionBank and any foreign or domestic Authority or between or among any two or more domestic or foreign Authorities, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any Authority, or Industry Organization with which UnionBank is required or expected to comply or participate, or any disclosure pursuant to any contractual or other commitment of

UnionBank with an Authority, or Industry Organization, all of which may be within or outside Philippines including disclosure to any Authority, whether such legal process, obligation, request, requirement, agreement or guidance may be existing currently or created in the future;

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

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

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

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

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

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

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

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

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

(i) To be informed whether Personal Data is being or has been processed. This includes processing through automated decision-making and profiling;

(ii) To require the Bank to correct any Personal Data relating to the Data Subject which is inaccurate;

(iii) To object to the processing of the Personal Data in case of changes or amendments to the Personal Data supplied or declared to the Data Subject;

(iv) To access the Personal Data;

(v) To suspend, withdraw or order the blocking, removal or destruction of the Data Subject's Personal Data from the Bank's system. It is understood and acknowledged by the Data Subject that where the Data Subject exercises his right set out in this provision, the Bank reserves its right to Terminate the Services;

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

Attention to Data Protection Officer

Address UnionBank of the Philippines

33/F UnionBank Plaza, Meralco Avenue corner

Onyx Road, Pasig City

Email address dpo@unionbankph.com

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

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

You understand and agree that UnionBank at any time, may implement necessary reference checks including, but not limited to, credit reporting/reference agencies, the credit bureau, and/or any other financial institution to enable UnionBank to ascertain your status, in helping the Bank at arriving at a decision in applications, if any, where your account is linked or related to our credit-related products or facilities.

For any concerns, you may call us at (632) 8995-9999 or send us a message through www.citibank.com.ph. Citibank, N.A. Philippine Branch is supervised by Bangko Sentral ng Pilipinas with telephone number (632) 8708-7087. For your complaints/concerns, we will endeavor to resolve these within 7 business days. For complaints/concerns requiring more time to resolve we will be in touch with you and inform you of the progress.