

## CITI PERSONAL LOAN TERMS AND CONDITIONS

### DEFINITIONS

A. When used here, the following terms, unless the context suggests otherwise, shall have the following meanings:

**"The Bank"** or **"Citibank"** shall mean Citibank, N.A., Philippine Branch, or its successor and assign, Union Bank of the Philippines. Hereafter, all references to Citibank, N.A. Philippine Branch is understood to be references to UnionBank of the Philippines.

**"Citi Personal Loan"** means the Citi Personal Loan facility, or its equivalent loan facility granted by the Bank.

**"I", "me", "my"** refer to the borrower named in the Application Form.

**"Amortization Schedule"** means the schedule attached to the Disclosure Statement as Annex A, which includes the Monthly Installment Amount Due that contains the principal, interest and other bank charges, if applicable.

**"Annual Contractual Rate"** or **"ACR"** means the interest that will be charged on my loan based on a three hundred and sixty (360)-day period, computed on a monthly basis wherein each month consists of thirty (30) days (except for the first month which is equal to the number of calendar days from the Loan Period Commencement Date to the first Statement Date of my Citi Personal Loan account).

**"Application Form"** means the application form which I signed and submitted to the Bank to apply for a Citi Personal Loan, together with all documents submitted therewith.

**"Approved Loan Amount"** means the approved amount of each loan that I avail within the Credit Limit of my Citi Personal Loan account.

**"Auto-Debit Arrangement"** means the scheduled payment arrangement with my Nominated Depository Bank to deduct from my Nominated Deposit Account the Total Amount Due on Payment Due Date or when my Nominated Depository Bank receives the billing report from the Bank.

**"Auto-Debit Enrollment Form"** means the form required by the Nominated Depository Bank to implement the Auto-Debit Arrangement between me and the Bank.

**"CitiPhone"** means the telephone service provided by the Bank under the Terms and Conditions governing CitiPhone, or its successor telephone service.

**"Closure Handling Fee"** has the meaning ascribed to it in the Application Form.

**"Disbursement Fee"** has the meaning ascribed to it in the Application Form.

**"Disclosure Statement"** means the disclosure statement required under the Truth in Lending Act (Republic Act No. 3765) and relevant laws and regulations.

**"Effective Interest Rate"** or **"Effective Annual Interest Rate"** or **"EIR"** means the rate that exactly discounts estimated future cash flows through the life of the loan to the net amount of loan proceeds (BSP Circular No. 730, S2011).

**"Loan Documents"** means, collectively, the Application Form, the Disclosure Statement and Amortization Schedule, the Citi Personal Loan Terms and Conditions, the Statements of Account, the Auto-Debit

Enrollment Form, other bank records/audit trails, the Manager's Check/s, if any, and as the case may be, other records of the Bank or any other bank evidencing the receipt, deposit or encashment of the Manager's Check/s or the electronic transfer of funds to my specified bank account or disbursement as cash at any of the Bank's branch.

**"Loan Obligations"** means the totality of the following obligations: (i) the obligation to pay the principal of and interest due on my loan as provided in the Disclosure Statement and Amortization Schedule, including penalties, fees, expenses and other charges stipulated as payable by the Borrower under the Disclosure Statement and/or the Statements of Account, and (ii) all the non-financial obligations required to be performed by the Borrower under the Disclosure Statement.

**"Loan Period"** means the number of Months stated in the Disclosure Statement and Amortization Schedule and is the period within which I am obliged to repay my loan. For the avoidance of doubt, the Loan Period shall commence on the Loan Period Commencement Date.

**"Loan Period Commencement Date"** means the date the loan was approved by the Bank as stated in the disclosure statement.

**"Manager's Check"** means the manager's check issued to my name in an amount equivalent to my Approved Loan Amount and may be delivered by the Bank to the address specified by me in my Application Form or any Manager's Check/s issued in replacement thereof.

**"Month"** means the period commencing on a specified day in a calendar month and ending on the numerically corresponding day of the next calendar month (or if there is no such day in the next calendar month, such period shall end on the last day of such calendar month); Provided, however, that the first Month of the Loan Period means the period commencing on the Loan Period Commencement Date and ending on the first Statement Date.

**"Monthly Installment Amount"** means the portion of my Total Loan Amount that I must pay every Month as stated in the Disclosure Statement and Amortization Schedule.

**"Net Proceeds of my loan"** means my Approved Loan Amount.

**"Nominated Depository Bank"** means the bank where I maintain my Nominated Deposit Account.

**"Nominated Deposit Account"** means the deposit account where my Total Amount Due will be debited by my Nominated Depository Bank on Payment Due Date or when my Nominated Depository Bank receives the billing report from the Bank.

**"Payment Due Date"** means the last date for payment. This is approximately nineteen (19) days after the Statement Date. If I missed to pay the Minimum Amount Due after this date, my account becomes delinquent and is subject to Late Charge. If I issued PDCs as payment or authorized a Nominated Depository Bank to auto-debit my Total Amount Due, it is my responsibility to ensure that my checking account or Nominated Deposit Account is funded on the Payment Due Date or on the date indicated on the PDC or on clearing date, whichever is earlier.

**"Returned Check Fee"** has the meaning ascribed to it in the Application Form.

**"Statement of Account"** or **"SOA"** means the monthly billing statement sent to me by the Bank indicating, among others, the Monthly Installment Amount and all other amounts due for the relevant Month and the Payment Due Date. "Statement of Account" or "SOA" includes electronic or digital billing statements, which may be referred to as "electronic statement", "e-statement", or "eSOA".

**“Total Loan Amount”** means the sum of

- i. My Approved Loan Amount plus
- ii. The sum of the interest component of my Monthly Installment Amount as stated in the Amortization Schedule attached to my Disclosure Statement.

B. In the SOA and in the Terms and Conditions where mentioned, unless otherwise specified:

**“Account Number”** means the unique reference number to identify my Citi Personal Loan account in the Bank records for the purpose of payments and usages.

**“Available Credit Limit”** means the remaining Credit Limit after all my loan availments, fees and charges have been deducted and all my Payments have been added.

**“Billed Installment Amount”** means the Monthly Installment Amounts Due on my outstanding loans that are billed on my SOA.

**“Credits”** means the total credit adjustments, if any, made by the Bank in the current statement period. This may include check payments that need to be reversed because the checks were returned or bounced due to insufficiency of funds, uncollected deposits, stop payment order, alterations or erasure, among others.

**“Credit Limit”** means the credit limit granted to me by the Bank which I may use for loans. The fees and charges, including the interest on the said fees and charges, will also be charged against this Credit Limit on the relevant charging dates.

**“Description”** means the transaction entry. For example, entries for Monthly Installment Amounts Due will appear as “NAME OF INSTALLMENT (001:024)”, which means installment no.1 of 24.

**“Minimum Amount Due”** means the least amount I have to pay on or before the Payment Due Date to keep my account current. Minimum Amount Due computation:

- A. The Total Amount Due if it is less than or equal to Five Hundred Pesos (PhP500); or
- B. The sum of the items below or Five Hundred Pesos (PhP500), whichever is higher:
  1. Disbursement Fee and DST (if any);
  2. All Overdue Amounts, if any;
  3. Current billed Monthly Installment Amount Due, if any;
  4. Excess over Credit Limit, if any;
  5. Interest Charge and Late Charge, if any;
  6. For prepayment of loans:
    - a. Closure Handling Fee; and
    - b. Pro-rated interest computed from the date of posting of the last Monthly Installment payment to the date of prepayment, if any;
  7. Total Amount Due less items 1 to 6, multiplied by one per cent (1%).

**“Monthly Installment Amount Due”** means the Monthly Installment Amount due for the particular month covered by the SOA.

**“Monthly Interest Charge”** or **“Interest Charge”** means the interest, computed using the Monthly Interest Rate, applied on any or all of the following: (1) on any unpaid fees and charges, and (2) on the Total Amount Due, when my Citi Personal Loan is in default at sixty (60) days past due, in which case, the Total Amount Due will include any unpaid fees and charges, the past due monthly principal installment amounts and the remaining principal balance. Such interest shall be compounded monthly and will continue to be charged until full payment of Total Amount Due plus accrued interest.

**“Monthly Interest Rate”** or **“Interest Rate”** means the monthly revolving rate of interest used for computing the Monthly Interest Charge, as reflected in the Application Form, as may be amended from time to time.

**“Monthly Late Charge”** or **“Late Charge”** has the meaning ascribed to it in the Application Form.

**“Months to Pay”** means the remaining term of my outstanding loan/s.

**“Overdue Amount”** means the Minimum Amount Due billed in the previous Statement of Account that remains unpaid, wholly or partially, and needs to be settled immediately.

**“Payments”** means the total payments I made, including PDCs that cleared within the current statement period, and amounts debited from my Nominated Deposit Account and credited in favor of the Bank.

**“PDC Payment”** means the particular PDCs I submitted to the Bank upon loan availment, which will be deposited by the Bank to pay the corresponding Monthly Installment Amounts Due on the Payment Due Date of the current SOA. It is my responsibility to ensure that my Checking Account is funded during the clearing period of such PDCs.

**“Post Date”** means the date when the Bank records a transaction.

**“Post Dated Checks”** or **“PDCs”** means the particular post-dated-check/s I submitted to the Bank upon loan availment, which will be deposited by the Bank for clearing, to pay the corresponding Monthly Installment Amounts Due as stated in my SOA.

**“Previous Balance”** means the balance carried over from my previous SOA.

**“Statement Date”** means the date when the statement is generated.

**“Total Amount Due”** means total amount payable inclusive of the following:

- i. Remaining unpaid balances from previous SOA including Overdue Amounts, if any;
- ii. Billed fees (such as Disbursement Fee, Returned Check Fee, Closure Handling Fee) and DST, if any;
- iii. Excess over Credit Limit as of Statement Date, if any;
- iv. Monthly Installment Amounts Due, if any;
- v. Late Charge and Interest Charge as of Statement Date, if any.

**“Total Amount Due This Month”** means the sum of the Monthly Installment Amount, and all other amounts due, for the particular Month covered by the SOA.

**“Transaction Date”** means the date when any new loan availment was approved, any fees and charges were imposed, or any Payments I made were received by the Bank.

**“Unbilled Installment Amount”** means the total unbilled monthly installments of my outstanding loan/s.

**“Usage on Credit Limit”** means the sum of billed Monthly Installment Amounts Due and in the case of prepayment, sum of billed Monthly Installment Amounts Due plus the unpaid outstanding principal balance and the accrued interest component of the current Monthly Installment Amount. This also includes interest debit and credit adjustments, where applicable, as well as Disbursement Fee, DST, Closure Handling Fee and Returned Check Fee.

## **BORROWING**

The Bank shall disburse the Net Proceeds of my loan to me in accordance with my request stated in the Application Form or advised by me over the phone either by:

- a. Manager’s Check either by delivery to the address I specified or pick-up from a designated branch of the Bank; or
- b. Electronic transfer of funds to the bank account I specified; or
- c. Cash disbursement from a designated branch of the Bank.

The Bank shall disburse the Net Proceeds of my loan to me as aforesaid within twelve (12) calendar days following the date of the call from the Bank in the mobile number specified by me in the Application Form or advised by me over the phone; provided, however, that the Bank shall in no case be liable for any delay in disbursement of my loan or in the encashment or deposit of the Manager's Check/s. I understand and agree that the electronic transfer of funds shall be subject to the policies and rules of the receiving bank specified by me.

## **OPERATION OF CITI PERSONAL LOAN ACCOUNT**

- a. I understand that I may operate my Citi Personal Loan account by availing cash at installment terms of up to ninety-six per cent (96%) of my Credit Limit and with a maximum of four (4) outstanding loan availments only.
- b. I understand that the Bank shall set a Credit Limit in relation to my Citi Personal Loan account, from which I may draw loans, and that the Bank may, in its reasonable discretion, increase or decrease the Credit Limit of my Citi Personal Loan account at any time with reasonable notice to me. The Credit Limit to be assigned to me will depend on my credit standing and is subject to Citi's credit underwriting policy. Unless the Bank otherwise approves or additional credit is granted to me, I must not carry out transactions which would result in the sum of the outstanding balance/s of my loan availments exceeding ninety-six per cent (96%) of the Credit Limit of my Citi Personal Loan account granted to me from time to time.
- c. The Bank may, in its reasonable discretion, at any time, grant me additional credit beyond the Credit Limit of my Citi Personal Loan account upon such terms and conditions it may determine. The Bank reserves the right to withdraw or modify such additional credit granted with reasonable notice to me.
- d. I agree and consent for the Bank to review and adjust my Citi Personal Loan Credit Limit in the Bank's absolute discretion in accordance with its credit and other policies.
- e. I further understand that the Bank may, in its discretion, request for my Income Tax Return (ITR), Audited Financial Statements (AFS), and/or any other documents in support of my credit standing, or as conditions precedent before I can avail of the loan/s, and that it is my responsibility to provide the same.
- f. For every loan availment, I understand that I will be required to submit corresponding PDCs amounting to the loan availed as indicated in the Disclosure Statement, or, if applicable, an Auto-Debit Enrollment Form required by my Nominated Depository Bank. The Disclosure Statement will be delivered to me or will be provided to me at the designated branch of the Bank where I chose to pick-up the Net Proceeds of my loan, in which case, I will be required to submit the PDCs or the Auto-Debit Enrollment Form.

Submission of PDCs will be reflected as payment but will still be subject to clearing and settlement. The PDCs I submit will be applied as payment following the provision on Application of Payments section of this document. I must ensure that all PDCs are funded come the Payment Due Date provided in the SOA/e-SOA, or the maturity date I wrote on each PDCs I submitted, whichever comes first. I understand that on the first billing of each loan that I avail, all fees charged due to the availment of loan, such as the Disbursement Fee and DST (if applicable), should be covered by the first PDC I submit as payment to such loan, while all other fees and outstanding billed items not covered by my PDC should be settled over the counter. I may refer to the table of fees and charges in the Application Form for reference.

Payments made via the Auto-Debit Arrangement will be credited to my Citi Personal Loan account upon receipt by the Bank of the debited amount from the Nominated Depository Bank where my Nominated Deposit Account is maintained. The debited amount will be applied as payment following the provision on Application of Payments section of this document. I must ensure that my Nominated Deposit Account will be funded on the Payment Due Date stated on my Statement of Account or on such dates as may be agreed upon between me and the Bank. I understand that on the first billing of each loan that I avail, all fees charged due to the availment of loan, such as the Disbursement Fee and DST (if applicable), will be debited from my Nominated Deposit Account on the first Payment Due Date. I may refer to the table of fees and charges in the Application Form for reference.

Payments made via the Auto-Debit Arrangement will be credited to my Citi Personal Loan account upon receipt by the Bank of the debited amount from the Nominated Depository Bank where my Nominated Deposit Account is maintained. The debited amount will be applied as payment following the provision on Application of Payments section of this document. I must ensure that my Nominated Deposit Account will be funded on the Payment Due Date stated on my Statement of Account or on such dates as may be agreed upon between me and the Bank. I understand that on the first billing of each loan that I avail, all fees charged due to the avilment of loan, such as the Disbursement Fee and DST (if applicable), will be debited from my Nominated Deposit Account on the first Payment Due Date. I may refer to the table of fees and charges in the Application Form for reference.

#### **EVIDENCE OF AVAILMENT OF MY LOAN**

My availment of loan shall be evidenced by the Manager's Check issued by the Bank, if any, and the acknowledgment receipts and other records of the Bank or any other bank evidencing the receipt, deposit or encashment of the Manager's Check or the electronic transfer of funds to my specified account, or disbursement as cash, as the case may be. The Bank shall have the right to keep all evidences of my loan availment from my Citi Personal Loan account. I acknowledge that in case of dispute, the above evidence and corresponding Statements of Account are valid proofs of my loan availment from my Citi Personal Loan account.

#### **LOST, STOLEN OR DESTROYED MANAGER'S CHECK**

In the event that the Manager's Check is lost, stolen or destroyed, I shall immediately report the same through a written notice submitted to the nearest branch of the Bank. I shall provide the Bank with an indemnity agreement or a bond of indemnity acceptable to the Bank protecting it against liability with respect to the lost, stolen or destroyed check in connection with any request which I may make for the issuance of a replacement Manager's Check.

#### **REPAYMENT**

I shall fully pay and liquidate my Total Loan Amount within the Loan Period and fees and charges, including the Interest Charge, the payments to be made on the Payment Due Dates and in the amounts set forth in the Statements of Account.

I shall pay all amounts due on my Citi Personal Loan account through any of the payment channels indicated in the SOA or such other separate payment brochures or similar communications as the Bank may deliver to me from time to time or as may otherwise be prescribed by the Bank.

I hereby waive my right to make application of payment under Article 1252 of the Civil Code of the Philippines especially in the case where I have more than one (1) obligation in favor of the Bank, regardless of the source and nature of said obligation.

In the SOA given to me, I understand that I shall be liable to pay the outstanding Total Amount Due indicated on the SOA. I have the option to pay any of the following amounts on or before the Payment Due Date stated in the SOA:

- a. the Total Amount Due,
- b. the Minimum Amount Due, or
- c. any amount in between the Total Amount Due and the Minimum Amount Due.

In any event, I must pay at least the Minimum Amount Due, which the Bank must receive on or before the Payment Due Date.

If the Total Amount Due is less than Five Hundred Pesos (PhP500) or is exactly Five Hundred Pesos (PhP500), I understand that the Total Amount Due will be considered the Minimum Amount Due that I will need to settle.

The unpaid balance of the Minimum Amount Due will be considered past due if unpaid after the Payment Due Date. I shall then be liable to pay Late Charge, penalty, interest and other charges incurred, as applicable. The Bank reserves the right to demand the obligation in full in case of default.

In case I have other credit facilities with the Bank, I hereby authorize the Bank, without any obligation on its part, to unilaterally apply, without prior notice, my Payments to any of my accounts at the option and sole discretion of the Bank. I further authorize the Bank, without any obligation on its part, to likewise unilaterally apply, without prior notice, Payments I made or amounts due to me resulting from overpayments, to any of my outstanding obligations with the Bank.

In the event that I choose to pay via PDCs, I understand and agree that:

- a. such PDCs will be reflected as payment on relevant dates but will still be subject to clearing and settlement. The PDCs I submitted will be applied as payment following the provision on Application of Payments section of this Terms and Conditions. I must ensure that all PDCs will be funded come the Payment Due Date stated on my SOA or the date I wrote on each PDCs, whichever comes first,
- b. on the first billing of each Loan, the Disbursement Fee and DST (if applicable), should be covered by the first PDC, while all other fees and outstanding billed items not covered by my PDC should be settled over the counter. I may refer to the table of fees and charges in the Application Form for reference.
- c. checks used for payment will be credited to my account only upon collection in accordance with usual transit/clearing schedules for local and outstanding credits, net of charges from the drawee bank and the Bank's own charges,
- d. when my account becomes delinquent due to dishonored checks or late/ missed payments of all outstanding billed items, the PDCs I submitted as Payments will be applied to the past due amounts first, followed by the current billed amounts, in accordance to the order of payment application as set out in Application of Payment section of this Terms and Conditions, and that my PDC Payments in this case will no longer be used as payment to the corresponding monthly installment of my outstanding loan/s that I submitted the PDCs for,
- e. in case I have more than one (1) outstanding Loan to which I have submitted different sets of PDCs as payment, the PDCs will not be applied as payment to the Monthly Installment Amount Due for the specific outstanding Loan I submitted it for, and instead will be used as payment to the outstanding billed and past due items following the order of payment application mentioned in Application of Payment section of this Terms and Conditions. The same will be followed whether the status of my account is current, delinquent or in default.
- f. in the event that any check payment hereunder shall be dishonored or returned unpaid for any reason whatsoever, I will pay a Returned Check Fee, in addition to any charges which my bank shall impose,
- g. I should ensure that the PDCs submitted to the Bank are completely and correctly filled out (amount in words and figures are the same, amount in words and figures should be in accordance with the account's Amortization Schedule provided to me by the Bank, correct payee name, correct date, no alterations, etc.). I acknowledge that PDCs that contain erroneous entries and those with alterations even if countersigned by me are considered as defective.
- h. I acknowledge and agree to the following: (1) it is my responsibility to contact the Bank to regularize PDCs with incomplete information or replace PDCs with erasures and/or alterations immediately before they become due, (2) that the Bank will destroy PDCs with erasures and/or alterations regardless of whether they are replaced, and (3) I should settle over the counter the amounts covered by PDCs with incomplete information that are not regularized or replaced once they mature or once I default in my payment obligations.

In the event that I choose to pay via the Auto-Debit Arrangement, I understand and agree that:

- a. I undertake to sign the Auto-Debit Enrollment Form or any form as my Nominated Depository Bank may require to authorize the Auto-Debit Arrangement in relation to my Citi Personal Loan account. I represent and warrant that my Nominated Deposit Account is solely under my name, ownership, and control, and is free from any lien or encumbrance;
- b. I authorize my Nominated Depository Bank to automatically debit from my Nominated Deposit Account the Total Amount Due on the relevant Payment Due Dates or when my Nominated Depository Bank receives the billing report from the Bank, and remit the said amount to the Bank.
- c. on the first billing of each Loan, all fees charged due to the avilment of loan, such as the Disbursement Fee and DST (if applicable), will be debited from my Nominated Deposit Account. I may refer to the table of fees and charges in the Application Form for reference;
- d. the amount debited from my Nominated Deposit Account will be applied as payment following the Application of Payments section of this Citi Personal Loan Terms and Conditions. I undertake to ensure that my Nominated Deposit Account will be sufficiently funded on the Payment Due Dates as stated on my SOA or my Disclosure Statement, whichever is earlier. My Nominated Depository Bank will not debit from my Nominated Deposit Account if the amount available in such account is less than the Total Amount Due. As a result, my account may become delinquent or in default;
- e. if I fail to make a payment on the relevant Payment Due Dates as a result of insufficient funding or any issue arising from the Auto-Debit Arrangement with no fault or gross negligence on the part of the Bank, I will be liable to pay the applicable Monthly Interest and Late Charges on the Overdue Amount.

I undertake to pay the Total Amount Due, including the applicable Monthly Interest and Late Charges over the counter or via the Bank's payment centers at least five (5) banking days before the immediately succeeding Payment Due Date. Payments made over the counter or via the Bank's payment centers will be applied as payment following the Application of Payments section of this Citi Personal Loan Terms and Conditions. As such, partial payments will not necessarily be applied as payment for the Monthly Installment or any amount due nearest to the date when my Nominated Deposit Account was supposed to be debited, nor, in the case of multiple loans, to the specific outstanding Loan for which partial payment was made.

If I fail to pay over the counter or via the Bank's payment centers at least five (5) days before my immediately succeeding Payment Due Date, I shall fund my Nominated Deposit Account with an amount equivalent to the Total Amount Due, which includes the Overdue Amounts, Monthly Interest and Late Charges, and the billed Monthly Installment Amount Due on or before the immediately succeeding Payment Due Date. I authorize my Nominated Depository Bank to debit my Nominated Deposit Account with the said Total Amount Due on the succeeding Payment Due Date or upon receipt of the billing report from the Bank. My Nominated Depository Bank will not debit from my Nominated Deposit Account if the amount available in such account is less than the Total Amount Due. As a result, my account may continue to be delinquent or in default. If my Loan/s become/s due and demandable in full, I acknowledge and agree that I will automatically be de-enrolled from the Auto-Debit Arrangement. I shall settle all Outstanding Amount and applicable late fees and charges over the counter or via the Bank's payment centers;

- f. if I intend to terminate the Auto-Debit Arrangement with my Nominated Depository Bank or close my Nominated Deposit Account for any reason, I acknowledge and agree to the following: (1) I will advise the Bank about my intention within thirty (30) days prior to the effectivity date of the termination or closure, and (2) I will submit PDCs to be applied as Payment for the remaining tenor of my Loan/s within thirty (30) days prior to the next applicable Payment Due Date, and (3) if fail to submit the required PDCs, the Bank may, without notifying me, suspend or close cancel and revoke my right to use my Citi Personal Loan account, and my total outstanding balance will become due and demandable immediately.
- g. I acknowledge and agree to the following that: (1) it is my responsibility to contact the Bank to regularize the details of the Auto-Debit Enrollment Form for any incomplete information regarding my Nominated Deposit Account before any payment becomes due, (2) if I default in my payment obligations because I failed to complete the details of my Nominated Deposit Account or if I supply



the Bank with incomplete information about my Nominated Deposit Account or if the Auto-Debit Enrollment Form is rejected by my Nominated Depository Bank, I should settle any amounts due, including applicable late fees and charges, on the relevant Payment Due Date at any payment center of the Bank, and (3) if my enrollment for Auto-Debit Arrangement continues to be rejected, I will submit PDCs covering the remaining tenor of my Loan/s within thirty (30) days prior to the next applicable Payment Due Date, and the provisions of this Terms and Conditions on PDCs shall apply.

I understand and agree that if I pay more than the Total Amount Due, the excess amount will be credited as payment to any unbilled fees and charges, and any remaining excess payment will be credited against the Total Amount Due reflected on my next SOA. The Principal and Interest portions of my Monthly Installments will not be adjusted for any payment in excess of the Total Amount Due on a given statement. A sample computation on how payments are applied on my Citi Personal Loan account is illustrated below:

Monthly SOA is every fifteenth (15th) of the month  
Monthly Installment Amount Due = Five Thousand Pesos (PhP5,000.00)  
Total Amount Due on October 15 SOA = Five Thousand Pesos (PhP5,000.00)  
Payment on October 30 = Fifteen Thousand Pesos (PhP15,000.00)  
Applied payment = Five Thousand Pesos (PhP5,000.00)  
Payment in excess of Total Amount Due = Ten Thousand Pesos (PhP10,000.00)  
Total Amount Due on November 15 SOA = Seven Thousand Pesos (PhP7,000.00)  
Applied payment = Seven Thousand Pesos (PhP7,000.00)  
Payment in excess of Total Amount Due = Three Thousand Pesos (PhP3,000.00)

#### **CHANGE IN CIRCUMSTANCES**

I hereby agree that the sum outstanding and payable under the Loan Documents may be increased or decreased, without need of notice or demand, should there be a change in the prevailing cost of money at any given time, or there be any law, circular, rule or regulation enacted, issued or promulgated which has an upward or downward effect on the cost of funds to the Bank. In the event of an increase, I hereby agree to pay the differential which may be debited from my account, and if requested by the Bank, to execute replacement Loan Documents. Should there be a decrease, I agree that the differential, if any shall be applied and credited to my account.

I further agree that the sum herein stipulated shall likewise be subject to a proportionate upward adjustment in the event of an extraordinary decrease in the effective values of purchasing power of the Philippine Currency. A decrease at anytime of at least fifteen per cent (15%) in the effective value of the purchasing power of the Philippine Currency as determined by the Bangko Sentral ng Pilipinas (BSP) (or by other offices or agencies of the Philippine Government, should the figures of the BSP not be available) shall be regarded as an extraordinary decrease in the effective value of the purchasing power of the Philippine Currency.

I agree that if any of the conditions mentioned in the two preceding paragraphs should happen, the Bank shall make the necessary adjustments in the sum outstanding and payable under the Loan Documents, except for manifest error in the computation of the said adjustment. If there is a disagreement in the adjustment, I shall prepay or pre-terminate the obligation under the Loan Documents. I agree that in the event of prepayment of the amount due under the Loan Documents for any reason, I shall reimburse the Bank upon its demand for any and all expenses which the Bank may incur as a result of or in connection with such prepayment.

## **PREPAYMENT AND OVERPAYMENT**

I may, upon prior notice to the Bank, prepay the outstanding principal of my loan, together with accrued interest thereon from the posting date of the last Monthly Installment Amount to the date of prepayment and Closure Handling Fee, without any penalty. I hereby agree that the outstanding balance of my loan shall be determined using the ACR. As a condition for such prepayment, I shall pay all outstanding amounts due in respect of my Citi Personal Loan account, including, but not limited to, outstanding amounts for principal, accrued interest, Closure Handling Fee, Late Charge, Returned Check Fee and other fees and charges hereunder and reimburse the Bank upon its demand for any and all expenses which the Bank may incur as a result of or in connection with such prepayment.

I hereby agree that any unpaid dues in connection with such prepayment are still subject to Late Charge and delinquency ageing, as long as my loan remains outstanding.

I understand that I may request to refund any overpayment by calling CitiPhone. I hereby agree that the Bank may deduct from the proceeds of the amount due to me any and all expenses it will incur in connection with processing such refund.

## **CREDIT BALANCE**

Citi Personal Loan is not designed or intended to store funds and have a credit balance, whether due to overpayment or for any other reason. A Citi Personal Loan account has a credit balance where the payments made to, or the credits reflected on the account exceeds the total unpaid balance. A credit balance will not earn interest.

I agree not to make a payment which would cause my Citi Personal Loan account to reflect a credit balance.

If the credit balance on my Citi Personal Loan account exceeds the threshold amount set by Citi policies, applicable laws and regulations, including the US Foreign Account Tax Compliance Act (FATCA), the Bank will notify me and return the entire credit balance amount.

The turnaround time for the return and the amount of credit balance to be returned shall be in accordance with Citi processes and the provisions of applicable laws and regulations, including the FATCA.

The Bank will return the credit balance to my deposit account at Citibank, which is solely under my name, or through a Manager's check issued in my name that will be delivered to my registered address in their records.

## **INTEREST AND CHARGES ON MY CITI PERSONAL LOAN**

A. I understand that:

- i. I shall pay the interest component of my Monthly Installment Amount Due.
- ii. I shall also pay interest, which shall accrue daily at the prevailing Interest Rate for Citi Personal Loan accounts and for any additional credit that the Bank may grant based on a three hundred sixty (360)-day year on the end-of-day outstanding debit balance each day, from the Transaction Date until the date when full payment of the Citi Personal Loan outstanding balance is received by the Bank. Such interest shall be compounded monthly and the Bank shall be entitled, at its reasonable discretion, to vary the Minimum Amount Due at any time and from time to time with reasonable notice and the same shall be conclusive and binding on me. The interest will continue to accrue until full payment for the interest billed plus accrued interest has been paid off. The interest which has accrued up to the date of the Citi Personal Loan statement shall be specified in the Citi Personal Loan statement. Fees associated with the loan are posted as such and must be settled through over the counter payment. Non-payment of

- the billed fees and charges before the Payment Due Date will be subject to the Interest Rate as above specified.
- iii. If the minimum payment specified in any earlier Citi Personal Loan statement or such part of the Citi Personal Loan outstanding balance shown in such Citi Personal Loan statement or in any other statement issued by the Bank relating to the additional credit granted to me is not received by the Bank in full on or before the Payment Due Date specified in such statement or otherwise notified to the Bank, as the case may be, I shall pay Late Charge determined by the Bank and notified by the Bank to me from time to time.
  - iv. In case I missed to pay the Minimum Amount Due on the Payment Due Date stated in my Citi Personal Loan SOA for three (3) consecutive months, my Citi Personal Loan account will be considered in default and the unbilled principal component of the Total Loan Amount of my outstanding loan/s will be billed in full on my next SOA. I understand that the billed in full amount will be subject to the prevailing Interest Rate for Citi Personal Loan accounts together with the unpaid billed fees and charges, which I shall be liable to pay in full. I also understand that non-payment of the remaining billed unpaid Monthly Installment Amounts Due on the Payment Due Date stated in my SOA after my outstanding loan/s were billed in full will start incurring interest at the prevailing Interest Rate for Citi Personal Loan accounts on the billed unpaid principal component of such remaining unpaid Monthly Installment Amounts Due. Such interest shall be compounded monthly.
  - v. I authorize the Bank to contact me (using the details I provided in the Citi Personal Loan Application Form or advised by me over the phone) at any time via the telephone, electronic mail or by SMS provided by telecommunications providers, or such other means, to inform me of any matter relating to my Citi Personal Loan account including informing me that my Citi Personal Loan outstanding balance is past the relevant Payment Due Date.
- B. I shall be liable to pay a service charge or administrative fee, for any service provided by the Bank (including without limitation, maintaining my inactive Citi Personal Loan account or sending me copies of past Citi Personal Loan statements) or any action taken by the Bank in carrying out any instructions or requests received from me relating to the operation of my Citi Personal Loan account, whether such services or actions are referred to or contemplated in these Terms and Conditions or otherwise;
- C. I understand that the Bank shall be entitled, in its reasonable discretion, to vary or determine, from time to time, the amounts, rates, types and/ or basis of calculation of all interest, fees and charges payable by me with reasonable notice and the same may be debited from my Citi Personal Loan account or shall be payable by me upon demand or at such time as the Bank may deem fit. For the avoidance of doubt and without limiting the foregoing, I agree that the Bank shall be entitled to increase the Interest Rate on my Citi Personal Loan account, at such times, for such periods and to such rates as the Bank deems fit with reasonable notice to me.

## **STATEMENTS OF ACCOUNT**

I understand that I will be receiving a SOA monthly. In such instances, the Bank shall deliver each Month to the mailing or email address specified by me in the Application Form, a SOA which will specify the Payment Due Date, the Total Amount Due, the Minimum Amount Due, the Monthly Installment Amount Due and all other amounts due for the month and number of remaining unbilled installments, together with all other relevant details of my Citi Personal Loan account. I understand that any payment I make on my Citi Personal Loan account shall be applied to any outstanding billed items in accordance with the section on Application of Payments even before the Payment Due Date.

In the event of an error appearing in the SOA, I agree to immediately notify the Bank in writing of said error. If no error is reported within thirty (30) days from the date of the SOA, I agree and confirm that the SOA is true and correct and that I am therefore liable to pay the amount stated therein as the "Total Amount Due This Month". I agree that, notwithstanding anything to the contrary herein, non-receipt of the SOA prior to the relevant monthly Payment Due Date shall not relieve me of my obligation to pay the Monthly Installment Amount Due and all other amounts due on such date.

If I notify the Bank of an error in the SOA within the period prescribed above, I shall not be liable to pay the disputed amount while the Bank is investigating the same, but I am liable to pay such undisputed portion of the "Total Amount Due this Month" on or before the Payment Due Date stated in such SOA. If, after investigation, the Bank acknowledges the error in the SOA, I shall not be liable to pay the Interest Charge and other fees related to the disputed amount only. Otherwise, I am liable to pay the disputed amount as well as all the corresponding Interest Charge and other fees due.

In reporting such error, all my written communications, requests or reports with regard thereto must be personally delivered or sent by registered mail to the Bank, and should contain the following information:

- a. my name and Account Number;
- b. amount of the error, if any;
- c. a description of the error claimed to have been made; and
- d. my signature.

I agree that, in the absence of manifest error, the records of the Bank shall be conclusive evidence of all amounts due from me under the Loan Documents.

## **ACCEPTANCE OF PAYMENT**

I understand that checks used for payment will be posted to my account only upon collection as per usual clearing schedules for local and outstanding credits, net of charges from the Bank and the drawee bank.

Acceptance by the Bank of any Payments made after the Payment Due Date shall not be construed as extending the Payment Due Date or as modification of any of the conditions of any of the Loan Documents.

Any and all Payments (including pre-payments) on my Citi Personal Loan Account, whether in the form of cash I made over the counter or via electronic transfer or via Auto-Debit Arrangement or PDCs I submitted as payment to my outstanding loan/s, shall be applied to the following items in the order they are listed:

- i. Billed and past due Monthly Interest Charge on unpaid principal component of past due Monthly Installment Amounts
- ii. Interest component of billed and past due Monthly Installment Amounts Due
- iii. Principal component of billed and past due Monthly Installment Amounts Due
- iv. Billed and past due DST
- v. Monthly Interest Charge on unpaid interest, fees and charges
- vi. Billed and past due fees or service charges (e.g. Disbursement Fee and Closure Handling Fee)
- vii. Billed and past due Monthly Late Charge
- viii. Billed and past due Returned Check Fees
- ix. Billed and past due credit insurance charges (if any)
- x. Billed in full principal component of my loan/s (if any)

In case the account reaches one hundred eighty (180) days past due, any and all Payments shall be applied to the following items in the order they are listed:

- i. Principal component of billed and past due Monthly Installment Amounts Due
- ii. Billed and past due Monthly Interest Charge on unpaid principal component of past due Monthly Installment Amounts
- iii. Interest component of billed and past due Monthly Installment Amounts Due
- iv. Billed and past due DST
- v. Monthly Interest Charge on unpaid interest, fees and charges
- vi. Billed and past due fees or service charges (e.g. Disbursement Fee and Closure Handling Fee)
- vii. Billed and past due Monthly Late Charge
- viii. Billed and past due Returned Check Fees
- ix. Billed and past due credit insurance charges (if any)
- x. Billed in full principal component of my loan/s (if any)

## LOAN AMORTIZATION CALCULATION

I understand that the computation of my loan amortization shall be on diminishing balance basis, under which the allocation of Payments to principal and interest components of my Monthly Installment Amounts Due over the Loan Period is not equal.

I also understand that my first Monthly Installment Amount Due may be different than my succeeding Monthly Installment Amounts Due since the interest component of my first Monthly Installment Amount Due is pro-rated based on the number of days from the Loan Period Commencement Date to the first Statement Date of my Citi Personal Loan account. A sample calculation is illustrated below:

- Approved Loan Amount: Sixty-Five Thousand Pesos (PhP65,000)
- Loan Period: Twelve (12) months
- Annual Contractual Rate: Twenty-Nine 9/100 per cent (29.9%)
- Effective Annual Interest Rate: Thirty-Eight 98/100 per cent (38.98%)
- Loan Period Commencement Date: March 24, 2016
- Next Statement Date: April 12, 2016

The Annual Contractual Rate is the interest charged on my loan based on a three hundred sixty (360)-day period.

The formula for computing the Effective Annual Interest Rate is:

$$\text{Effective Annual Interest Rate} = ((1 + \text{IRR}(\text{Cash Flow}))^{12}) - 1$$

| Installment | Approved Loan Amount | Principal | Interest | Other Bank Charges* | Monthly Installment Amount Due | Cash Flow | Outstanding Principal Balance |
|-------------|----------------------|-----------|----------|---------------------|--------------------------------|-----------|-------------------------------|
| 0           | 65,000.00            |           |          |                     |                                | 65,000.00 | 65,000.00                     |
| 1           |                      | 4,713.88  | 1,025.74 | 1,750.00            | 7,489.62                       | -7,489.62 | 60,286.12                     |
| 2           |                      | 4,831.34  | 1,502.13 |                     | 6,333.47                       | -6,333.47 | 55,454.78                     |
| 3           |                      | 4,951.72  | 1,381.75 |                     | 6,333.47                       | -6,333.47 | 50,503.06                     |
| 4           |                      | 5,075.10  | 1,258.37 |                     | 6,333.47                       | -6,333.47 | 45,427.96                     |
| 5           |                      | 5,201.55  | 1,131.91 |                     | 6,333.47                       | -6,333.47 | 40,226.41                     |
| 6           |                      | 5,331.16  | 1,002.31 |                     | 6,333.47                       | -6,333.47 | 34,895.25                     |
| 7           |                      | 5,463.99  | 869.47   |                     | 6,333.47                       | -6,333.47 | 29,431.26                     |
| 8           |                      | 5,600.14  | 733.33   |                     | 6,333.47                       | -6,333.47 | 23,831.12                     |
| 9           |                      | 5,739.67  | 593.79   |                     | 6,333.47                       | -6,333.47 | 18,091.45                     |
| 10          |                      | 5,882.69  | 450.78   |                     | 6,333.47                       | -6,333.47 | 12,208.76                     |
| 11          |                      | 6,029.26  | 304.20   |                     | 6,333.47                       | -6,333.47 | 6,179.49                      |
| 12          |                      | 6,179.49  | 153.97   |                     | 6,333.47                       | -6,333.47 | 0.00                          |

## **TAXES, EXPENSES, FEES AND CHARGES**

I agree that any and all taxes which may be due and payable on account of or with respect to my Citi Personal Loan account, as well as any processing or other fees charged by the Bank, shall be borne by me and will be for my sole account. I agree to shoulder any and all fees charged by the bank to which I have instructed the Bank to transfer the proceeds of the loan/s I availed on my Citi Personal Loan account in connection with the disbursement of such loan/s I availed through electronic transfer of funds. In the event that I pay any amount due under my Citi Personal Loan account by way of a check and such check is returned or dishonored by the drawee bank, I shall pay the Bank a Returned Check Fee in an amount communicated to me in my SOA. I further agree to pay such other fees and charges in connection with the loan/s I availed on my Citi Personal Loan account that may be imposed by the Bank at its option and communicated to me in my Statements of Account. I agree that the amount of the said fees may be revised from time to time, as the Bank may deem necessary.

## **WARRANTIES AND COVENANTS**

I hereby warrant that my Citi Personal Loan may be used only for the purpose set forth in my Application Form and/or in the Disclosure Statement.

I hereby further warrant that I shall not use the loan/s I availed on my Citi Personal Loan account or any portion thereof to pay any other monies owed by me to the Bank or its affiliates.

I understand that the Bank prohibits the use of proceeds from unsecured credit facilities or loans for investment into Citi wealth management products. I hereby confirm that if approved, the proceeds from my Citi Personal Loan account will not be used for subscription into Citi-offered wealth management and insurance products. In the event that the proceeds have been used for these purposes, the Bank shall be entitled to do all acts and things necessary to comply with the Bank's policies, including but not limited to liquidating my holdings of investments/insurance at that time. I agree to bear all costs and expenses that the Bank may incur as a result.

I agree that in the case of default or breach in any contract or evidence of indebtedness to one or more Citi Card account/s, Citi Personal Loan account or other credit facilities issued by the Bank, subsidiaries and affiliates, the Bank may cancel my Citi Card/s, Citi Personal Loan, and other credit facilities, without giving me any notice.

I shall be obliged to pay the Bank (which I agree to pay as evidenced by my receiving the proceeds of the loan/s I availed on my Citi Personal Loan account) the following amounts: (i) my Total Loan Amount, and (ii) all other amounts (including taxes and other fees, expenses and charges debited or applied by the Bank) payable under the Loan Documents.

I hereby agree to submit to the Bank a photocopy of all pages of my latest Income Tax Return or any legally acceptable equivalent in lieu thereof every year for so long as my Citi Personal Loan account is active or any portion thereof remains outstanding. I acknowledge that the Bank has agreed to enter into the Loan Documents in reliance upon my representations and warranties contained in the Loan Documents.

## **DEFAULT**

Default – I shall be considered in default in my Citi Personal Loan account in the event that:

- a. I default in payment of any amount due on any due date under the Loan Documents and SOA of my Citi Personal Loan;
- b. Any representation or warranty made by me in connection with the Loan Documents proves to have been incorrect or misleading in any material respect;
- c. The Bank believes, on reasonable grounds, that it was induced by fraudulent misrepresentation to grant the Citi Personal Loan account or credit facility in my favor;
- d. My outstanding availment and the fees and charges exceeds my Credit Limit;
- e. I am in default under or fail to observe any of the terms and conditions of any contract or evidence of indebtedness and/or other related documents which I executed or were otherwise issued by the Bank in connection with any credit and loan facilities granted by the Bank or its subsidiaries or affiliates or another financial institution or other lender in my favor;
- f. I violate any of the terms and conditions of any contract with any bank or other persons, corporations, entities, for the payment of borrowed money or any other events of default occur under such contract;
- g. I apply for voluntary or involuntary relief under any bankruptcy or insolvency law;
- h. Any person by legal process, whether by way of garnishment, attachment, seizure, execution or some other means, attempts to take my money or any of my properties, real or personal;
- i. I fail to observe any of the terms and conditions governing Citibank Citi Personal Loan, Citibank Online, Citibank Electronic Statement, and CitiPhone, or their successor facility, platforms and programs;
- j. Any situation occurs which, in the opinion of the Bank, gives reasonable grounds to believe that my financial condition or my ability to perform my obligations under the Loan Documents has been or will be materially or adversely affected.
- k. I am charged with, convicted of or under investigation by competent government authority for violation of Republic Act No. 8484 (Access Devices Regulation Act of 1998) or other laws or regulations relating to bank transactions or the Bank has prima facie evidence to charge me with a violation of any of the provisions of such laws or regulations.

## **CONSEQUENCES OF DEFAULT**

In case of default in any of my obligations on one or more of the Bank's credit facilities or any of my credit facilities with another bank, credit card company, or financial institution as reported in or by the credit bureau or institution or credit information service provider, banks, credit card company or financial institution, the Bank may, at its sole option or discretion and without need of further notice, cancel my Citi Personal Loan account and/or other credit facilities or revoke my right to use all or any of my credit facilities with the Bank, and declare the Total Amount Due under the Citi Personal Loan account to be forthwith due and demandable, whereupon the same shall become immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which I am expressly waiving. The amount certified by the Bank as the amount outstanding shall be prima facie evidence of the amount due from me as of the date thereof.

I shall also be liable to pay interest and Late Charge as applicable. Once I exceed my Credit Limit or fail to pay any amount due or the Minimum Amount Due on a Payment Due Date, my Citi Personal Loan account will be considered "delinquent". In the event of any future delinquency, I authorize the Bank to report and/or include my name in the negative listings of any credit bureau or institution, credit information service provider or other banks, credit card companies or financial institutions.

## **OTHER CONSEQUENCES OF DEFAULT**

If any Monthly Installment Amounts Due are not fully paid on Payment Due Date, the unpaid amount shall be subject to the Late Charge of six per cent (6%) of outstanding due or Five Hundred Pesos (PhP500) per month, whichever is higher, to be computed from Payment Due Date until full payment of the obligation.

In addition to Late and Interest Charges, if my account is referred to a collection service provider and/or a lawyer, I agree to pay the cost of collection, attorney's fees, and other litigation expenses, based on my Total Amount Due.

Without prejudice to the right of the Bank to file the appropriate legal proceedings (including the remedy of attachment or garnishment, whenever applicable), I agree to pay a Returned Check Fee, in addition to any charges which my drawee bank shall impose, in the event that any check payment hereunder shall be dishonored or returned unpaid for any reason whatsoever.

The right of the Bank to collect the foregoing fees shall be without prejudice to its right to accelerate the maturity of the loan and require the payment of all amounts outstanding under the Citi Personal Loan account for my failure to pay any Minimum Amount Due hereunder.

I likewise agree that in case of default hereunder, the Bank may appoint or designate a representative, agent or attorney-in-fact, including third party collection agency, to perform any and all acts which may be required or necessary to enforce its rights under the Citi Personal Loan and any security given thereon. In the event that the Bank shall refer my Citi Personal Loan account to a collection agency or shall transfer my said account from one collection agency to another, I understand that the Bank shall provide me with written notification at least seven (7) days prior to the actual endorsement of my said account to a collection agency or from one collection agency to another. Such notification shall include the full name of the collection agency and its contact details. For such purposes, I hereby give my consent to the disclosure of all relevant information in connection with my Citi Personal Loan account to such authorized representative, agent or attorney-in-fact, and I agree to hold the Bank free and harmless against any and all damage, cost or liability to me arising from such disclosure. In case of default, the Bank may take any action or file any appropriate legal proceedings (including the remedy of attachment or garnishment, whenever applicable) against me, in accordance with Philippine laws, in order to take claim, repossess or recover the property or properties purchased or financed by the proceeds of the loan/s I availed on my Citi Personal Loan account, or any of my properties, real or personal, in payment of all or part of my outstanding obligations under the Citi Personal Loan.

## **RIGHT TO OFFSET**

I agree that upon my default or delinquency, the Bank may, as my attorney-in-fact, in its absolute discretion without notice to me, offset my obligations (including but not limited to monthly payments due, fixed and determinable taxes or charges due from or assumed by me on said interest or other income) against any of my deposits, money market/trust placements, stocks, bonds and other assets coming to the Bank's possession or control or its affiliates. I hereby consent, authorize and irrevocably constitute the Bank as my attorney-in-fact with full power and authority to inquire about and to assert their lien or legal claim on my deposits, money market/trust placements, stocks, bonds and/or other assets in the possession, custody or control of the Bank and affiliates and to apply all or part of the deposit, money market/ trust placements, stocks, bonds and/or assets to offset my corresponding obligations. Pursuant to the authority granted to the Bank herein, I expressly authorize the disclosure by/of the Bank's affiliates of any information relative to my funds or properties in their custody in favor of the Bank.



## **SALES OF STOCKS AND OTHER PROPERTIES**

Upon my default or delinquency, I hereby irrevocably constitute the Bank as my attorney-in-fact with full power for me, in my name and in my behalf, without need of prior notice, to:

- a. negotiate, sell and transfer any stocks, securities, bonds, personal properties or real estates which the Bank or its affiliates, may be in possession of, by public or private sale and to apply the proceeds of such sale or disposition in the payment of my indebtedness under my Citi Personal Loan account; and
- b. do all acts and deeds in addition to and other than those herein granted. I hereby ratify and confirm all acts and deeds as may be done or performed by the Bank under this authority.

## **DEACTIVATION OF CREDIT FACILITY**

Upon my default or delinquency, I understand that if I have other credit facilities with the Bank including credit facilities with the Bank's affiliates (e.g. loan accounts, credit cards including supplements, and other credit facilities), these accounts shall be blocked or deactivated from further use even if these accounts are in good credit standing.

## **LIMITATION OF LIABILITY**

I agree that the Bank's liability under this agreement, if any, shall not exceed Three Thousand Pesos (PhP3,000.00); provided that, in any action arising from this agreement or any incident thereto which I or any other party may file against the Bank, in no event shall the maximum liability of the Bank exceed Thirty Thousand Pesos (PhP30,000.00), except when the Bank is found to be guilty of willful misconduct.

## **WITHHOLDING, BLOCKING AND PREVENTION OF PERFORMANCE**

If you are a U.S. person, you will identify yourself as one, provide your U.S. taxpayer identification number and other pertinent information as provided in the applicable Internal Revenue Service (IRS) forms such as W-8 and W-9, and comply with documentation requirements per U.S. regulations. You declare under penalties of perjury that:

- i. The U.S. tax identification number you indicate is true and correct; and
- ii. You agree to waive any bank secrecy, privacy or data protection rights related to your Accounts.

*By opening an Account, you consent to and authorize the use by the Bank of the information you provide so that the Bank may comply with applicable foreign laws including but not limited to the Foreign Account Tax Compliance Act (FATCA). You agree and accept that, as a Philippine financial institution (PFI), the Bank's sole obligation under the FATCA is to report your Accounts to the IRS as soon as the implementing rules and regulations are in effect and the mechanism to report is already available to the Bank. The Bank is not required to, and will not withhold any amount due to the IRS nor provide any completed IRS forms on your foreign financial asset reporting.*

The Bank will not be responsible for any failure to perform any of its obligations with respect to any product or service offered here 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 case of the Bank, 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.

## **COMMUNICATIONS AND RECORDING**

### Telephone Communications and CitiPhone

By using CitiPhone, by providing my phone numbers to the Bank, and by calling or accepting calls from the Bank or its service providers in connection with my Citi Personal Loan account, I authorize the Bank and its service providers to record, store, replay, and share with any third party all conversations with me and/or on my phone numbers/lines, including calls with the Bank's service providers and with any person who may answer the phone on my behalf. I agree that these records may be used by the Bank or its service providers for any lawful purpose, particularly as evidence in any proceeding, judicial or administrative. I am responsible for informing any person who may answer the phone on my behalf, as my representative, that the Bank and its service providers shall record, replay and use the calls with him or her and that this is being done with my authorization.

I agree that the Bank and its service providers are not liable for any loss, damage or expense that results from the Bank's or its service providers' actions on any telephone instructions or communications made after the Bank or any of its service providers has verified my identity either through my Telephone PIN (TPIN) or through the Bank's or its service providers' verification process. I shall indemnify the Bank and its service providers against any loss, damage, cost and fees that they may suffer arising from them so acting

### Electronic Message

I agree that the Bank may communicate with me through SMS, email, social media and instant messaging applications, or any other means of communication, for prompts, reminders and notices concerning my Citi Personal Loan account ("Electronic Message"). Electronic Messages are sent to me for convenience, information, notification or demand purposes. The Bank does not guarantee the timely delivery or accuracy of an Electronic Message; it may not be current at the time of delivery due to delivery lag time. I agree that each Electronic Message may be sent to me without being encrypted and may include my personal and Citi Personal Loan account information. It is my responsibility to ensure the security of my mobile phone, email account, and computer/electronic devices, and to inform the Bank of any changes to my mobile phone number and email address in a timely manner. I agree to hold the Bank free and harmless against any and all liability, administrative, civil or criminal, including those that relate to any secrecy laws or regulations, if any Electronic Message is viewed or accessed by any other person, as well as against any liability resulting from my failure to update my mobile number or email address with the Bank, rendering it unable to send Electronic Messages to me.

## **CONSENT FOR PROCESSING, PROFILING AND SHARING OF DATA AND INFORMATION ("Citi's Data Privacy Terms")**

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

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 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.
5. 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.
6. 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.
7. You understand and consent that the processing, profiling and sharing apply during the prospecting and application stages, as well as for the duration of and even after the rejection, termination, closure or cancellation of the account or relationship or Services (collectively “Termination”) for a period of at least ten (10) years from the Termination of 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.

8. You understand and consent that the processing, profiling and sharing apply during the prospecting and application stages, as well as for the duration of and even after the rejection, termination, closure or cancellation of the account or relationship or Services (collectively "Termination") for a period of at least ten (10) years from the Termination of our last existing account or relationship or that of the Relevant Individual as determined by you. Where you deem it necessary or are required to fulfill foreign and domestic legal, regulatory, governmental, tax, law enforcement and compliance requirements and disclosure to each of the Authority or Industry Organization, you understand and consent that the storage will be made even after a period of ten (10) years from such Termination until the final conclusion of any requirement or disclosure obligation, dispute or action.
9. 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.
10. 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.
11. 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.
12. 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.
- 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;

#### 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:

|                      |   |
|----------------------|---|
| <u>Attention to</u>  | Data Protection Officer   |
| <u>Address</u>       | <b>UnionBank of the Philippines</b><br>33/F UnionBank Plaza, Meralco Avenue corner<br>Onyx Road, Pasig City |
| <u>Email address</u> | <a href="mailto:dpo@unionbankph.com">dpo@unionbankph.com</a>  |

- 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.

## NOTICES

Any statement, advice, confirmation, notice, demand and all other correspondence by the Bank under these Terms and Conditions may be served on me (or my personal representatives) personally or by sending it by pre-paid airmail or local mail or via facsimile or Email or SMS at the address or number specified by me in my Application Form or advised by me over the phone. Such statement, advice, confirmation, demand or other correspondence shall be deemed received, if sent by mail, on the seventh (7th) day after mailing, or, if sent by courier or personal delivery, on the day it was delivered or if by facsimile transmission, upon receipt of the written confirmation of the facsimile or if by Email or SMS, on the day it was sent. If sent by courier or personal delivery, the same shall be deemed delivered to me if received by any adult at the address specified by me in my Application Form who presents a valid identification card. If I wish to send any communication to the Bank, I should first contact CitiPhone.

## CLIENT INFORMATION AND UPDATING

To help prevent money laundering and terrorist financing, Philippine laws and regulations, as well as internal policy, require the Bank to obtain, verify, and record information that identifies each person who opens an account with the Bank. This means that when I open an account with the Bank, the Bank will ask for my name, address, date of birth, and other information that will allow it to identify me. The Bank may also ask to see a photo ID or other identifying documents.

I understand that I must notify the Bank immediately of any change to my mailing address (residence and/or office), email address, and/or phone numbers (landline and/or mobile), and other relevant information to avoid delays or failure in the delivery of my SOA, Loan Disclosure Statement, Loan Proceeds via Manager's Check Delivery, or other notices. I may notify the Bank of such changes through Citibank Online

([www.citibank.com.ph](http://www.citibank.com.ph)), CitiPhone or by sending my contact information change request to P.O. Box 153, Manila Central Post Office, 1000 Manila (Attention: Asset Operations).

The Bank must be able to verify my preferred mailing and/or email address. If the Bank is unable to verify my preferred mailing and/or email address, the Bank may deliver my Citi Personal Loan proceeds and SOAs to any of the verified addresses on my Application Form.

The Bank shall not be responsible for any consequences that may arise due to my inability to receive any SOA or to pay my outstanding Loan Obligations as a result of my failure to notify the Bank in a timely manner of any change in my mailing or email address, or contact or other information.

I shall also provide the Bank with such 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 any affiliate of the Bank to comply with any law or regulation or any Government Requirement.

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

## **INDEMNITY**

I will compensate the Bank for and hold the Bank harmless against any reasonably incurred losses, damage, liability, cost and expense which the Bank may incur or suffer (including legal costs) as a result of or in connection with my Citi Personal Loan account, the actual or attempted enforcement or protection of any of the Bank's rights and remedies against me, any change in any law, regulation or official directive which has an effect on the Citi Personal Loan account.

## **TERMINATION OF CITI PERSONAL LOAN ACCOUNT**

- a. I understand that I may terminate my Citi Personal Loan account by ceasing to use all facilities and services relating to the Citi Personal Loan account, paying all Citi Personal Loan outstanding balance and such other sums owing to the Bank under the Loan Documents, and advising the Bank about my intention to terminate.
- b. The Bank may, without giving any reason or prior notice, suspend or cancel my Citi Personal Loan account.

In case of default in my Citi Personal Loan account, the Bank may, without notifying me, cancel and revoke my right to use my Citi Personal Loan account, any Citi Card or other credit facilities with the Bank.

If the Bank determines that the Citi Personal Loan account has been or is being used for unacceptable transactions, the Bank may take any legal action in connection with my Citi Personal Loan account and/or loan availment, including the cancellation of my Citi Personal Loan account and the return of credit balances to the sender.

In any of the foregoing instances, the Bank shall declare the total outstanding balance, which includes any unposted transactions and unbilled Monthly Installment Amount Due, under any of my Cards and/or the total outstanding balance under my Citi Personal Loan account, to be immediately due and demandable. I shall be liable to pay Interest and Late Charges, and other fees, as applicable.

- c. Upon termination of my Citi Personal Loan account for any reason, the Bank is not liable to me howsoever with respect to my Citi Personal Loan account.
- d. I acknowledge that my outstanding obligations and applicable provisions under the Loan Documents shall continue notwithstanding the termination of my Citi Personal Loan.

### **WAIVER, CUMULATIVE RIGHTS**

No failure or delay by the Bank in exercising any right or remedy accruing to it upon any default or delinquency by me under the Loan Documents shall impair any such right, power or remedy, nor shall it be construed as a waiver of any such default or delinquency thereafter occurring, nor shall a waiver of any single default or delinquency be deemed a waiver of any other default or delinquency theretofore or thereafter occurring, nor shall any single or partial exercise of any such right or power preclude any other or further exercise of any other right or power under the Loan Documents. All rights, powers or remedies, either under the Loan Documents or otherwise, afforded to the Bank shall be cumulative and not alternative and shall be in addition to and not in substitution for and in derogation of the rights, powers and remedies conferred by law. No notice to or demand upon me in any case shall entitle me to any other or further notice or demand in similar or other circumstances.

### **AGREEMENT TO BE BOUND**

I unconditionally agree to be bound by any and all existing or future laws, regulations and official issuances governing the use of my Citi Personal Loan and all the services and facilities associated with the use of my Citi Personal Loan and all the services and facilities associated with Citi Personal Loan.

### **AMENDMENTS**

The Bank may, at its sole option, make amendments to this Terms and Conditions, including the fees, charges, and terms, at any time and will notify me of these changes accordingly. My continued retention of my Citi Personal Loan account or use of the proceeds of a Citi Personal Loan after the Bank has given me notice of such changes means that I have accepted and agreed to the changes. If the amendments or changes are not acceptable to me, I understand that I may close my Citi Personal Loan account by calling CitiPhone at 8995 9999 in Metro Manila or 8234 9999 in Metro Cebu. In case I close my Citi Personal Loan account for any reason, I understand and agree that my total outstanding balance will become due and demandable immediately; I must pay my total outstanding balance on or before the Payment Due Date of my next SOA. In this situation, my Minimum Amount Due on the SOA equals my Total Amount Due.

### **SEPARABILITY CLAUSE**

If any of these provisions is considered illegal or unenforceable under any applicable law, such illegality or unenforceability shall not in any way affect the remaining provisions hereof.

## **GOVERNING LAW AND VENUE**

The Loan Documents shall be governed by the laws of the Republic of the Philippines and the exclusive venue of all suits to enforce the Loan Documents is only in the proper courts of Pasig City and I hereby waive any other venue. The foregoing, however, shall not limit or be construed to limit the rights of the Bank to commence proceedings or obtain execution of judgment against me in any venue or jurisdiction where my assets may be found.

## **ASSIGNMENT BY THE BANK**

I agree that the Bank may assign, discount or otherwise transfer part or all of its rights and/or obligations under the Loan Documents without need of prior notice to me. In the event of an assignment of the credit arising out of my Citi Personal Loan account, I hereby irrevocably agree not to assert set-off rights of any obligations which may be owed to me by the Bank against the assignee, even though such assignment of the credit may have been made without notice or consent on my part.

## **CONFIRMATION**

I confirm that I have read, understood, and agreed to be bound by all the terms and conditions herein stated and those indicated in my Loan Documents and to future amendments thereto, and the terms and conditions that may be made available to me separately in connection with all the Citi products, programs, services, facilities and benefits associated with my Citi Personal Loan account, such as but not limited to the Citibank Online, Citi Electronic Statements and Electronic Advice, Citi Alerts Service, Citi Mobile, and CitiPhone, which may or may not be explicitly defined or herein stated and to future amendments of any of the above, as evidenced by: (a) my signature on the Application Form, (b) my signature on the Loan Documents, and/or (c) the acknowledgment receipts and other records of the Bank or any other bank evidencing the receipt, deposit or encashment of the Manager's Check/s, the disbursement of cash, or the electronic transfer of the proceeds of the loan/s I availed on my Citi Personal Loan account to my specified account, as the case may be.

## **INCOME DOCUMENTS**

I authorize the Bank to verify and obtain copies of all information and submitted documents from the Bureau of Internal Revenue (BIR) and other appropriate sources including my employer/s and/or my accountant/s ("Income Sources"). I also authorize each of the Income Sources to disclose any information relevant to the said verification and give copies of my Income Documents to the Bank. I waive any rights on the confidentiality of my income information as required by BSP Circular 622, as amended by BSP Circular 855. I understand that any falsification related to my application is sufficient ground for legal action and rejection of my application. I understand that if my application is denied, the Bank has no obligation to furnish the reason for such rejection.