

BDO-Issued American Express® Cards Cash Advance Terms and Conditions

The following Terms and Conditions govern matters related to the use of the Cash Advance Facility of BDO:

1. **DEFINITIONS.** In these Terms and Conditions, unless otherwise specified:

CARDS – refers to the American Express Card/s issued by BDO.

ISSUER – refers to BDO, its successors-in-interest and assigns.

CARDMEMBER – refers to both Basic and Supplementary CARDMEMBERS to whom the CARD is issued and whose name is embossed on the CARD.

CARD NETWORK – refers to American Express, BDO ATM Network and associated network/s in the Philippines and abroad.

CASH ADVANCE – refers to any cash amount withdrawn by the CARDMEMBER against his/her available CASH ADVANCE limit through authorized Automated Teller Machines (ATMs) or BDO Branches or any other participating banks or financial institution, or ATMs of Card Network, or over-the-counter at Issuer's designated branches.

PIN – refers to the four-digit Personal Identification Number assigned by the ISSUER to CARDMEMBER to enable the latter to use the CARD for a CASH ADVANCE.

2. **Responsibilities of the CARDMEMBER**

a. The CARDMEMBER shall be fully liable to the ISSUER for all CASH ADVANCES obtained with the use of the CARD/PIN and all interests, fees, penalties and other charges in relation thereto, as appearing in the records of ISSUER. The CARDMEMBER hereby authorizes the ISSUER to charge to the CARD and pay the amount of any and all CASH ADVANCES and other charges in accordance with ISSUER's records and without the necessity of proof of transaction record.

b. The CARDMEMBER shall be issued a unique PIN. The PIN must be known only to the CARDMEMBER and must not be disclosed to any other party under any circumstances. The CARDMEMBER shall, at all times, keep his/her PIN strictly confidential. In the event that the confidentiality of his/her PIN is compromised, the CARDMEMBER shall immediately report to the ISSUER and request for the change of his/her PIN. The CARDMEMBER shall be fully liable for all transactions made using the PIN, prior to the ISSUER's receipt of notice of the compromise of the PIN.

c. Should an ATM decline a CASH ADVANCE transaction due to over the CASH ADVANCE limit arising from non-posting of payment, the CARDMEMBER shall immediately advise the ISSUER of the details of said payment. The ISSUER can only post said payment upon presentation of proof of payment and shall not be liable to the CARDMEMBER for any claims for damages or losses (including charges) arising from the delay or non-posting of payment. The CARDMEMBER may still avail himself/herself of CASH ADVANCE subject to CASH ADVANCE limit availability.

3. **Cash Advance Limit.** The CARDMEMBER may avail himself/herself of CASH ADVANCES up the extent of the CASH ADVANCE limit assigned by the ISSUER as per records of the ISSUER, whether or not such limit is made known to the CARDMEMBER.

4. **Charges.** Each CASH ADVANCE transaction is subject to service fees, and if applicable, cross border fee and/or foreign exchange conversion fee. It is also subject to finance charges* from the day of CASH ADVANCE availment. The ISSUER reserves the right to change the rates and charge additional fees as may be deemed necessary.

*Finance charge is not applicable to Platinum Card®, American Express® Gold Card, and American Express® Green Card.

5. **Transaction Records.** CASH ADVANCE transactions are recorded and substantiated either by a transaction record/receipt or charge slip generated by ATMs or banks where the transaction was made. The CARDMEMBER accepts this document as conclusive and binding, but non-exclusive

evidence of the CASH ADVANCE transaction. The CARDMEMBER agrees that CASH ADVANCE transactions may likewise be proven by other competent evidence.

6. **International Cash Advance Access.** The CARDMEMBER declares that while availing of CASH ADVANCE at ATMs located outside the Philippines, he/she is still a resident of the Philippines. He/she undertakes to inform the Issuer of any change in his/her residence address.

The CARDMEMBER is aware and agrees that availment of CASH ADVANCE transaction necessitates (1) the collection, storage, communication and processing of identifying account balance information by any means necessary for the ISSUER to maintain appropriate transaction and account records; (2) the release and transmission to participant and processor in Card Network of details of the CARDMEMBER's account and transaction information and other data necessary to enable him/her to avail of the CASH ADVANCE outside the country; (3) the retention of such information and data by said participants and processors; and (4) compliance by the said participants and processors with laws and regulations governing the disclosure of information to which such participants and processors are subject.

The records evidencing availment of CASH ADVANCES outside the Philippines constitute the application required under rules and regulations of the Bangko Sentral ng Pilipinas applicable to the purchase of foreign exchange for non-trade purposes. The CARDMEMBER warrants that the CASH ADVANCES shall not be used for foreign investment or payments of foreign loans in violation of pertinent rules, regulations, and circulars of the Bangko Sentral ng Pilipinas applicable to foreign exchange.

7. **Availability.** The CASH ADVANCE facility is made available to the CARDMEMBER subject to the Terms and Conditions contained in the notices or information documents relating thereto.
8. **Amendments.** The ISSUER may, without notice and at any time and for whatever reason it may deem proper, amend, revise or modify all or any of these Terms and Conditions.
9. **Effect of Other Terms and Conditions.** ISSUER's Terms and Conditions Governing the Issuance and Use of American Express Cards Agreement of the CARDMEMBER with ISSUER shall remain in full force and effect in so far as the same are consistent herewith. CASH ADVANCE will also be subject to the rules and regulations of the Card Network.
10. **Governing Law.** These Terms and Conditions shall be governed by Philippine laws. The CARDMEMBER further unconditionally agrees to be bound by any and all laws, rules, regulations and official issuances applicable to the use of the ISSUER's CASH ADVANCE facility, now existing or which may hereinafter be enacted, issued or enforced in the Republic of the Philippines.
11. **Acceptance.** The CARDMEMBER acknowledges that he/she has read and understood the Terms and Conditions stated herein and any amendments thereto, and that his/her signature on the CASH ADVANCE application form and/or CASH ADVANCE charge slip and/or his/her use of the PIN/Card for the CASH ADVANCE transaction signify his/her agreement to be bound by these Terms and Conditions and any amendments thereto.
12. **Consent of Disclosure.** The CARDMEMBER consents to the disclosure by the Issuer of the details regarding his/her CASH ADVANCE transaction to banks and Card Network participating in the CASH ADVANCE offering, particularly for the purpose of charging the CASH ADVANCE against his/her Card account.
13. **Repealing Clause.** These Terms and Conditions hereby amend and entirely supersede the CASH ADVANCE Terms and Conditions previously agreed to by the CARDMEMBER.

American Express is a trademark of American Express.
These Cards are issued by BDO pursuant to a license from American Express.

BDO Unibank, Inc. is regulated by the Bangko Sentral ng Pilipinas: <https://www.bsp.gov.ph>.
The BDO, BDO Unibank and other BDO-related trademarks are owned by BDO Unibank, Inc.
BDO Customer Contact Center: (+632) 8631-8000

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