



# LANDBANK CREDIT CARD APPLICATION FORM

Before filling-out the application form, please read the agreement attached. Please fill out application form properly and place N/A for items not applicable. Incomplete applications will not be processed.

Please submit accomplished application form together with the following:

### FOR EMPLOYED INDIVIDUALS

- Latest 1" X 1" ID picture
- Valid ID
- Any of the ff:
- Latest Income Tax Return
- Certificate of Employment
- Payslips for the last three (3) months

### FOR SELF-EMPLOYED

- Latest 1" X 1" ID picture
- Valid ID
- Registration Papers with DTI or SEC
- Latest Audited Financial Statement
- Latest Income Tax Return

Application is for:  Classic (below P200k)  Gold (P200k and above)  Corporate  Others: \_\_\_\_\_

Referred by: \_\_\_\_\_ Unit: \_\_\_\_\_

## PERSONAL DATA

Last Name	First Name	Middle Name
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Name to appear in the card if space is not sufficient (Maximum of 26 characters only)

ID PHOTO 1X1	Date of Birth (mm/dd/yyyy)	Place of Birth (City and Country)
	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Civil Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Widowed
	Nationality	
	Number of Dependents	GSIS/SSS No. Tax Identification No./ACR

Present Home Address					
Unit/Room No., Floor	Bldg. Name	Lot No., Block No., Phase No.	House No.	Street Name	
Subdivision	Barangay	Municipality/City	Province	ZIP Code	
					Years at Present Address

Permanent Home Address					
Unit/Room No., Floor	Bldg. Name	Lot No., Block No., Phase No.	House No.	Street Name	
Subdivision	Barangay	Municipality/City	Province	ZIP Code	
					Years at Present Address

Landline/s (include area code)	Email Address
Mobile Phone Number	Mother's Full Maiden Name

COMPANY NAME					
Unit/Room No., Floor	Bldg. Name	Lot No., Block No., Phase No.	House No.	Street	
Subdivision	Barangay	Municipality/City	Province	ZIP Code	

Telephone Number	Fax Number
Position	Nature of Business
Total Years Working	HR Email Address

Gross Monthly Income	
P _____	
<input type="checkbox"/> P30,000.00 & Below	<input type="checkbox"/> P30,000.01 to P50,000.00
<input type="checkbox"/> P50,000.01 to P100,000.00	<input type="checkbox"/> P100,000.01 to P500,000.00
<input type="checkbox"/> over P500,000.00	

Home Ownership (Check appropriate box)	
<input type="checkbox"/> Renting P _____/month	<input type="checkbox"/> Owned with mortgage P _____ amortization/month
<input type="checkbox"/> Owned without mortgage	<input type="checkbox"/> Living with relatives
Cars owned _____ No./Fully Paid	_____ No./with mortgage

Source of Funds:	Employment Type	Employment Status
<input type="checkbox"/> Salary/Honoraria	<input type="checkbox"/> Government	<input type="checkbox"/> Permanent
<input type="checkbox"/> Interest/Commission	<input type="checkbox"/> Private	<input type="checkbox"/> Contractual
<input type="checkbox"/> Business	<input type="checkbox"/> Self-employed (Business)	<input type="checkbox"/> Consultant
<input type="checkbox"/> Pension	<input type="checkbox"/> Self-employed (Professional)	<input type="checkbox"/> Co-terminus
<input type="checkbox"/> Overseas Filipino Remittance	<input type="checkbox"/> Retiree/Unemployed	<input type="checkbox"/> Others, pls. specify _____
<input type="checkbox"/> Other Remittance	<input type="checkbox"/> Others, pls. specify _____	
<input type="checkbox"/> Others, pls. specify _____		

Other Source of Income	Annual Amount
Education	
<input type="checkbox"/> High School <input type="checkbox"/> Some College <input type="checkbox"/> College <input type="checkbox"/> Post Graduate <input type="checkbox"/> Others, pls. specify _____	

Personal Reference (Nearest Relative Not Living with You)	Relationship
Address	
Mobile No.	Phone No. E-mail Address

## SPOUSE'S PERSONAL DATA

Last Name	First Name	Middle Name
Birthdate (mm/dd/yyyy)	Company Name and Address	
Employment Status		
<input type="checkbox"/> Permanent <input type="checkbox"/> Contractual <input type="checkbox"/> Consultant <input type="checkbox"/> Co-terminus		
<input type="checkbox"/> Others, pls. specify _____		
Position	Nature of Business	
Annual Salary/Income	Total Year Working	Telephone Number

## DEPOSIT ACCOUNTS

Are you a LANDBANK Depositor? <input type="checkbox"/> Yes <input type="checkbox"/> No	Your payroll is with LANDBANK? <input type="checkbox"/> Yes <input type="checkbox"/> No
Account Number	Branch
Account Type	Payroll Account Number

## CREDIT EXPERIENCE

Bank/Institution	Type of Loan	No. of Years to Pay	Approximate Balance

## CREDIT CARD DETAILS

Do you have other Credit Cards? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Issuer	Card Number	Card Limit	Issue Date

## REQUEST FOR EXTENSION CARD

ATTACH PHOTOCOPY OF VALID ID OF EXTENSION

Last Name	First Name	Middle Name
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Name to appear in the card if space is not sufficient (Maximum 26 characters only)

Birthdate (mm/dd/yyyy)	Birthplace	Age (must be at least 13 years old)
	Nationality	TIN/ACR No.
GSIS/SSS No.	Gender	Civil Status

Present Home Address		ZIP Code
Landline/s (include area code)	Mobile Phone Number	
Permanent Address		ZIP Code Residing Since
Landline/s (include area code)	Mobile Phone Number	
Company Name and Address		ZIP Code Employed Since
Nature of Business	Position	Annual Salary / Income
Mother's Full Maiden Name	Email Address	Telephone Number

Employment Type <input type="checkbox"/> Government <input type="checkbox"/> Private <input type="checkbox"/> Self-employed (Business)
<input type="checkbox"/> Self-employed (Professional) <input type="checkbox"/> Retired/Unemployed <input type="checkbox"/> Others, pls. specify _____

Source of Funds: <input type="checkbox"/> Salary/Honoraria <input type="checkbox"/> Interest/Commission <input type="checkbox"/> Business <input type="checkbox"/> Pensions
<input type="checkbox"/> Overseas Filipino Remittance <input type="checkbox"/> Other Remittance <input type="checkbox"/> Others, pls. specify _____

Other Source of Income	Annual Amount
Relationship to Principal Applicant	Credit Limit
Name of School (if student)	
School Address	

Education				
<input type="checkbox"/> High School <input type="checkbox"/> Some College <input type="checkbox"/> College <input type="checkbox"/> Post Graduate <input type="checkbox"/> Others, pls. specify _____				

Name of Extension's Spouse	Birthdate (mm/dd/yyyy)
Occupation	
TIN	

Signature Over Printed Name of Extension	Date
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## LANDBANK REFERENCES

Are you related to a LANDBANK employee? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, Name of Landbanker:	
	Rank <input type="checkbox"/> Non-officer <input type="checkbox"/> Officer	
	Relationship <input type="checkbox"/> Spouse <input type="checkbox"/> Child / In-law <input type="checkbox"/> Parent / In-law	<input type="checkbox"/> Sibling <input type="checkbox"/> Others, pls. specify _____

## CARD DELIVERY

Please deliver my LANDBANK Credit Card to:			
<input type="checkbox"/> Present Home Address	<input type="checkbox"/> Permanent Home Address	<input type="checkbox"/> Office Address	<input type="checkbox"/> Endorsing Branch

## STATEMENT OF ACCOUNT

Your Electronic Statement of Account (eSOA) will be automatically sent to your nominated email address every after billing cut-off in a password protected PDF file.

## FOR LANDBANK CCAD USE ONLY

Application ID	Type of Card	RCL	CLBEP
Prepared By	Recommended for Approval	Approving Authority	

## DECLARATION

(PLEASE READ BEFORE SIGNING)

By signing below, I/We acknowledge and agree to the following:

1. I/We certify that all the above information and submitted documents are true, correct and updated.
2. I/We hereby authorize LANDBANK to verify and investigate said information and such other information which LANDBANK may deem necessary.
3. I/We have obtained, prior to submitting to LANDBANK information about my personal references related to me/us including their personal data and necessary authorizations as may be required by applicable confidentiality and data privacy laws.
4. Any material misrepresentations or falsity or omission herein which is misleading shall be construed as an act to defraud LANDBANK and may be a ground for the denial of my/our application or, if already granted, the cancellation or termination thereof rendering the Credit Card outstanding balance immediately due and payable, without prejudice to such civil and/or criminal action that LANDBANK may pursue against me/us.
5. I/We acknowledge that I/We have read and understood the attached TERMS AND CONDITIONS GOVERNING THE ISSUANCE AND USE OF THE LANDBANK CREDIT CARD.
6. In case of disapproval of my/our application, LANDBANK is under no obligation to provide me/us with the reason for such a decision.
7. All information and documents obtained, collected and processed by LANDBANK in connection with my/our application shall remain the property of LANDBANK.
8. I/We shall notify LANDBANK of any material changes affecting the information supplied by me/us and documents submitted in connection with this application.
9. I/We agree to receive updates, notices and announcements on my/our application via SMS/text, email or fax transmission or such other means of communication deemed appropriate by LANDBANK.

\_\_\_\_\_  
Signature Over Printed Name of Applicant

\_\_\_\_\_  
Signature Over Printed Name of Spouse

\_\_\_\_\_  
Signature Over Printed Name of Extension

### TERMS AND CONDITIONS GOVERNING THE ISSUANCE AND USE OF THE LANDBANK CREDIT CARD

The cardholder agrees to be governed by the following terms and conditions upon signing of the application for the issuance of his/her LANDBANK Credit Card.

#### 1. DEFINITION OF TERMS

- 1.1 **ACCELERATION CLAUSE** - any provision in the contract between LANDBANK and CARDHOLDER that gives LANDBANK the right to demand the full settlement of the obligation in case of default or non-payment of any amount due, or for any valid reason.
- 1.2 **BILLING CYCLE/BILLING PERIOD** - the period of time between two (2) successive cut-off dates documented in a billing statement and defined under the terms hereof.
- 1.3 **CARD ACCOUNT** - the Credit Card Account opened by LANDBANK for the purpose of entering all credits and debits received or incurred by the Primary Cardholder and the Supplementary Cardholder, if any, under these Terms and Conditions.
- 1.4 **CARD TRANSACTION** - the purchase of goods and/or services, benefits and reservations whether or not utilized by the CARDHOLDER and/or receiving Cash Advances by the use of the card number or in any other manner, regardless of whether a sales slip or Cash Advance form or other voucher or form is signed by the Cardholder.
- 1.5 **CARDHOLDER** - a person who owns and benefits from the use of a credit card.
- 1.6 **CASH ADVANCE<sup>1</sup>** - any amount obtained by use of the Card, the card number, or in any manner authorized by the CARDHOLDER, from LANDBANK or any other financial institutions for debit from the Card Account.
- 1.7 **CHARGES** - the amount payable by the CARDHOLDER arising from the use of the Card or the card numbers under these Terms and Conditions and include without limitation all Card Transactions, fees, Interest Charges, Late Payment Charges, additional expenses, damages, legal costs and disbursements, which will be debited from the Card Account and form part of the Current Balance.
- 1.8 **COMPANY** - a partnership/corporation/other entity which applies for a corporate credit card for the use of its personnel.
- 1.9 **CREDIT CARD** - any card or other credit device, including its virtual representation, intended for the purpose of obtaining money, property, or services on credit.
- 1.10 **CREDIT CARD LIMIT** - the maximum total amount for purchases, cash advances, balance transfers, and finance charges, service fees, penalties, and other charges which can be charged to the credit card. It represents the total loan or credit that a credit card issuer can extend to a CARDHOLDER.
- 1.11 **CREDIT CARD NETWORK PROVIDER** - any company that provides credit card network such as, but not limited to Mastercard or any Associated Network.
- 1.12 **CREDIT CARD RECEIVABLES** - the total outstanding balance of CARDHOLDER arising from purchases of goods and services, cash advances, annual membership / renewal fees as well as interest, penalties, processing/service fees and other charges.
- 1.13 **FINANCE CHARGES** - the interest charged to the CARDHOLDER on all credit card transactions in accordance with the terms hereof.
- 1.14 **INSTALLMENT PURCHASES<sup>1</sup>** - transactions wherein payment for which is amortized in parts over a fixed period of time.
  - 1.15 **LANDBANK** - refers to Land Bank of the Philippines.
  - 1.16 **LANDBANK CREDIT CARD** - any credit card issued by Land Bank of the Philippines.
  - 1.17 **LANDBANKER** - refers to a LANDBANK employee.
  - 1.18 **LATE PAYMENT CHARGES** - the amount payable by the CARDHOLDER representing penalty for not paying card usages and charges on Payment Due Date.
  - 1.19 **MERCHANT AFFILIATES** - any corporate entity, person or other establishments supplying goods and/or services who accept the Card as a mode of payment or reservation by the Cardholder.
  - 1.20 **MINIMUM AMOUNT DUE OR MINIMUM PAYMENT REQUIRED<sup>1</sup>** - the minimum amount that the cardholder is required to pay on or before the payment due date for a particular billing period/cycle which may include:
    - (1) outstanding balance multiplied by the required payment percentage or a fixed amount whichever is higher;
    - (2) any amount which is part of any fixed monthly installment that is charged to the card;
    - (3) any amount in excess of the credit line; and
    - (4) all past due amounts, if any.
  - 1.21 **MONTH** - means the calendar month.
  - 1.22 **OUTSTANDING BALANCE** or **TOTAL AMOUNT DUE** - the amount to be repaid as of statement cut-off date.
  - 1.23 **PAYMENT DUE DATE** - the date specified in the Statement of Account or Billing Statement on which payment of the outstanding balance or the minimum amount due must be made to LANDBANK.
  - 1.24 **POSTING DATE** - the date by which a Card Transaction is posted onto the Card Account.
  - 1.25 **PRINCIPAL CARDHOLDER** - a person other than an Extension/Supplementary CARDHOLDER who is issued a Primary Card and for whom the Card Account is first opened by LANDBANK.
  - 1.26 **STATEMENT CUT-OFF DATE** - the end date of a billing cycle, as determined by LANDBANK, when account activities (such as purchases, payments, charges) during the billing cycle are summarized.
  - 1.27 **STATEMENT OF ACCOUNT OR BILLING STATEMENT** - LANDBANK's regular statement listing of purchases, payments and other debits and credits made to the credit card account within the billing cycle.
  - 1.28 **SUPPLEMENTARY CARD OR EXTENSION CARD<sup>1</sup>** - a credit card issued to another person whose credit limit is consolidated with the primary cardholder.
  - 1.29 **TRANSACTION DATE** - the date by which a Card Transaction is completed.

2. **THE LANDBANK CREDIT CARD** - This card is solely owned by LANDBANK and is non-transferrable. The LANDBANK Credit Card is accepted worldwide and shall remain valid until the last day of the month indicated therein unless it is suspended, terminated by LANDBANK or voluntarily cancelled by the CARDHOLDER. It shall automatically be replaced at the discretion of LANDBANK, four months before the expiration date. At LANDBANK's sole discretion, LANDBANK reserves the right to suspend, terminate or cancel CARDHOLDER's privileges anytime, for any reason whatsoever and without need for prior notice to CARDHOLDER. If LANDBANK elects not to renew or replace the Card for any reason, the entire obligation shall be due and demandable. Without giving any reason or notice, and without prejudice to the other provisions hereof, LANDBANK shall have absolute discretion to refuse the approval of a proposed credit card application, to terminate all rights and privileges under this agreement, disapprove any CARD transaction even if there is sufficient and available CREDIT LIMIT, to determine the CREDIT LIMIT, to decline renewal, re-issuance or replacement of the CARD and to change the terms and conditions in respect of or in connection with the Card account.
3. **ANNUAL MEMBERSHIP FEE<sup>1a</sup>** - CARDHOLDER and EXTENSION CARDHOLDER shall pay an annual membership fee, in such amount as indicated in the attached Table of Fees and Charges, or to be determined by LANDBANK.
4. **CARDHOLDER'S RESPONSIBILITIES** - The CARDHOLDER undertakes to:
  - Sign the signature panel at the back of the card immediately upon receipt.
  - Call the LANDBANK's Customer Care Department at (02) 8405-7000 or 1-800-10-405-7000 (PLDT Domestic toll-free); or access the LANDBANK's Mobile Banking Application (MBA) "Manage My Accounts" module, "Activate Credit Card" to activate the credit card.
  - Be liable for any card availments or usages after receipt of the card.
  - Notify LANDBANK through any means of communications such as, but not limited to electronic mail, regular mail, fax or phone if he/she abandons his/her place of employment, business or residence stated in his application or credit card as required by Republic Act No. 8484, as amended by Republic Act No. 11449. **If the CARDHOLDER leaves his/her place of employment, business or residence without informing LANDBANK and his/her outstanding and unpaid balance is past due for at least ninety (90) days and is more than Two Hundred Thousand Pesos (Php200,000), he/she shall be prima facie presumed to have used his/her credit card with intent to defraud and LANDBANK shall report such act to the proper authority.**
  - Determine the amount due for the payment period. In the absence of a SOA resulting from delayed delivery, CARDHOLDER must immediately inquire from LANDBANK about the amount due which must be settled on or before the payment due date. **The COMPANY/ CARDHOLDER's responsibility to pay the outstanding balance on the payment due date is not dependent on the receipt of the SOA.**
5. **LOST OR STOLEN CARD** - The CARDHOLDER shall immediately notify LANDBANK in case the card is lost through LANDBANK's 24/7 Customer Care Center Hotline at (+632) 8-405-7000 or PLDT Domestic Toll Free Number 1-800-10-405-7000, or email at customercare@mail.landbank.com or by personally visiting any of LANDBANK's branches and provide details and circumstances of such loss upon knowledge of the loss. Any transaction made prior to reporting by the cardholder of the loss or theft of his/her card to LANDBANK shall be for the account of the COMPANY/CARDHOLDER.
6. **CARD DELIVERY<sup>2</sup>** - LANDBANK through its official courier shall deliver the card at the address nominated by the CARDHOLDER or Branch of account, whichever is applicable. CARDHOLDER fully authorizes LANDBANK or LANDBANK's Official Courier to release, in the CARDHOLDER's absence, the approved card to CARDHOLDER's duly authorized representative upon presentation of a letter of authority to receive, and photo-bearing identification card (ID), such as Driver's License, Passport, GSIS UMID, SSS or any other government-issued ID. The CARDHOLDER hereby holds LANDBANK free and harmless from any liability whatsoever for delivering the CARDHOLDER's card as authorized herein.
7. **DISHONORED LANDBANK CREDIT CARD** - THE CARDHOLDER shall hold LANDBANK free from any liability if the LANDBANK Credit Card is not honored by affiliated merchants and for any defective product or service purchased using the LANDBANK Credit Card.
8. **CREDIT LIMIT<sup>3</sup>** - LANDBANK shall have the sole right to determine the CARDHOLDER's Credit Limit. The credit limit represents CARDHOLDER maximum outstanding balance of the purchases and advances, expressed in local currency (Philippine Peso), inclusive of Cash Advance limit that CARDHOLDER, including EXTENSION CARDHOLDER, may be allowed at any given time. LANDBANK reserves the right to deny authorization for any requested charges to CARDHOLDER's account in case he/she exceeds his/her credit limit, otherwise, all charges shall become due and demandable without notice pending full settlement thereof.
9. **PAYMENTS<sup>4</sup>** - LANDBANK shall furnish COMPANY/CARDHOLDER a monthly e-statement of account and CARDHOLDER agrees to pay all charges within the period as stated in the said statement. If the last day of payment falls on a weekend or a regular national holiday, the payment due date is automatically moved to the next business day. Payments can be made in cash or check. All checks shall be made payable to LANDBANK Credit Card. Check payment becomes part of the available credit limit only after the funds are cleared and shall be governed by existing banking regulations. Cash and Checks including on-us check payments will be posted within three (3) to seven (7) banking days.
10. **MINIMUM AMOUNT DUE<sup>1</sup>** - Please refer to the attached Table of Fees and Charges.
11. **MONTHLY INSTALLMENT DUE<sup>1</sup>** - this forms part of the minimum amount due in the Statement of Account. If the CARDHOLDER chooses to pay only a portion of the Outstanding Balance or Total Amount Due as indicated on the Statement of Account, the unpaid portion of the Installment Due shall be subject to the monthly interest charge at the prevailing rate. Usual monthly late charge applies. The computation of the Monthly Installment Due shall be on a diminishing balance basis, under which the allocation of payment to the principal and the interest of the Monthly Installment Due over the term (number of months) is not equal.

12. **FINANCE CHARGE** - If the CARDHOLDER settles only the minimum amount due or any amount less than the outstanding balance on or before due date, cardholder agrees to pay the finance charge as indicated in the attached Table of Fees and Charges. Finance charge will be computed as follows: For regular purchases, any outstanding balance, except for current billing cycle purchase transactions and deferred payments under zero-interest installment which are not yet due, as of statement cut-off date, will be charged interest daily reckoned from previous cut-off date. Daily interest will be summed up at the end of each statement period. Unpaid balances from prior Statement of Accounts (SOAs) will be carried over to the current SOA until fully paid.  
<sup>1</sup>For Cash Advance Transactions, Finance Charge will be applied on the cash advance amount from the date the cash is obtained until full settlement of the amount.
13. **LATE PAYMENT FEE** - The COMPANY/CARDHOLDER shall pay late payment fees indicated in the attached Table of Fees and Charges, or at a rate determined by LANDBANK if the amount paid is less than the minimum amount due or if the payment is made after the payment due date. The late payment fees shall be based on the minimum amount due.
14. **OTHER APPLICABLE CREDIT CARD FEES** - The COMPANY/CARDHOLDER agrees to pay the following related fees prescribed by LANDBANK as provided for in the attached Table of Fees and Charges, such as:
- |                                     |                                   |
|-------------------------------------|-----------------------------------|
| - Cash Advance Fee                  | - Card Replacement Fee            |
| - Sales Slip Retrieval Fee          | - Returned Check Fee              |
| - Statement Printing/Reprinting Fee | - Installment Pre-termination Fee |
15. **FOREIGN CURRENCY TRANSACTIONS** - All transactions, charges and advances including those involving foreign currencies incurred in the Philippines, abroad or on-line through the use of the LANDBANK Credit Card shall be billed and payable in Philippine currency, subject to 2% Assessment Fee and Service Fee on top of the Card Network's foreign exchange rate on transaction posting date.
16. **CASH ADVANCE FACILITY<sup>1</sup>** - Cash advance facility is available to the CARDHOLDER at an Automated Teller Machine (ATM) bearing the card scheme logo. To use the service, a Personal ID Number (PIN) shall be issued and mailed at the CARDHOLDER's nominated billing address. The Cash Advance Limit is a percentage of the Credit Limit as determined by LANDBANK. A Cash Advance Fee and Service Charge shall be imposed on the amount drawn based on rates prescribed by LANDBANK.
17. **COMPLAINT/REQUEST HANDLING** - The CARDHOLDER, at his/her option, may file a complaint/request via phone through LANDBANK's 24/7 Customer Care Center Hotline at (+632) 8-405-7000 or PLDT Domestic Toll Free Number 1-800-10-405-7000, or email at customercare@mail.landbank.com or by personally visiting any of LANDBANK's branches. LANDBANK's personnel handling the complaint shall acknowledge the same. The CARDHOLDER agrees that LANDBANK while processing the resolution of the complaint shall:
- Record customer information to include but not limited to the CARDHOLDER's full name and contact details; the details of the complaint and the actions expected to be taken to resolve the complaint;
  - Require the CARDHOLDER to provide additional documents or information necessary to resolve the complaint;
  - Provide CARDHOLDER with updates on the progress of the investigation to resolve the complaint;
  - Provide the CARDHOLDER with a timeframe in evaluating and resolving the complaint. In the event that the complaint cannot be resolved within the timeframe provided, LANDBANK shall in form the CARDHOLDER and provide the reason why the complaint cannot be resolved and provide additional time needed and the expected date of resolution;
  - Inform the customer of the outcome of LANDBANK's investigation, evaluation and the final response to the complaint/request. LANDBANK shall not disclose to any third party any information obtained from the customer in all stages of the complaint, except as may be required in the conduct of the investigation. No complaint/request shall be investigated by a Customer Assistance Officer of LANDBANK who is involved in the matter which is the subject of the complaint.
18. **CUSTOMER SERVICE FACILITY** - CARDHOLDER agrees that by using LANDBANK's customer service facility on matters regarding CARDHOLDER's Credit Card Account/s, LANDBANK shall, at its sole option and discretion, record all the CARDHOLDER's instructions. CARDHOLDER likewise understands and agrees that the recorded instructions may be used by LANDBANK against CARDHOLDER or any third party, for any purpose particularly, as evidence in any administrative or availing judicial proceedings. Furthermore, CARDHOLDER authorizes LANDBANK to communicate with CARDHOLDER through electronic means such as SMS (short messaging systems), electronic mail, etc. at any permissible time under government rules and regulations for whatever purpose related to the CARDHOLDER's Card Account. Further, CARDHOLDER shall be responsible for all electronic notifications sent by LANDBANK and declares LANDBANK free and harmless for any liability resulting from unauthorized access to the information in the electronic notification by any means, by any person other than the CARDHOLDER.
19. **STATEMENT OF ACCOUNT (SOA)** - LANDBANK shall furnish the CARDHOLDER a monthly eSOA containing the summary of all credit card transactions, fees and charges electronically at the nominated email address stated in the credit card application. The CARDHOLDER<sup>1</sup> and his/her supplementary member recognize and admit the integrity of the SOA as an electronic document pursuant to the provisions of the Electronic Commerce Act and agree to pay the amount thereon on Payment Due Date without the need for presentation of the signed charge slips.  
The SOA shall be conclusively presumed to have been received by the COMPANY/CARDHOLDER during the applicable month unless he/she notifies LANDBANK through LANDBANK's 24/7 Customer Care Center Hotline at (+632) 8-405-7000 or PLDT Domestic Toll Free Number 1-800-10-405-7000, or email at customercare@mail.landbank.com or by personally visiting any of LANDBANK's branch or in writing of his/her failure to receive a copy of such within twenty (20) days from the statement cut-off date. The SOA shall likewise be conclusively presumed to be correct unless the CARDHOLDER notifies LANDBANK through telephone or in writing of any error within thirty (30) calendar days from statement date. The CARDHOLDER undertakes to send the signed and completed dispute form which may be downloaded from our website at <https://www.landbank.com> for disputed transactions within the thirty (30) calendar day period. Notwithstanding anything to the contrary, non-receipt or late receipt of the SOA shall not relieve the COMPANY/CARDHOLDER of his/her obligations to pay amounts due to the Credit Card on Payment due date.
20. **DEFAULT, ATTORNEY'S FEES AND VENUE** - If the COMPANY/CARDHOLDER fails to pay <sup>1</sup>an amount less than the "Minimum Amount Due" or "Minimum Payment Required" for at least three (3) billing cycles, in which case, the "Total Amount Due" or "Outstanding Balance" for the particular billing period as reflected in the monthly statement of account, COMPANY/CARDHOLDER shall be considered in default or delinquent. In case of default in the payment of COMPANY/CARDHOLDER's obligation, the right to use the LANDBANK Credit Card shall automatically be terminated and COMPANY/CARDHOLDER shall refrain from further using such LANDBANK Credit Card and surrender the same to LANDBANK on demand. In addition to finance charges provided for under this agreement, the COMPANY/CARDHOLDER shall pay monthly late payment penalty service charge for the overdue amount at such rate as may be imposed by LANDBANK. If the collection of account is referred to a collection agency and/or through the intervention of a lawyer, COMPANY/CARDHOLDER agrees to pay the cost of collection or attorney's fees to be determined by LANDBANK on the unpaid balance. An additional amount equivalent to 25% of the unpaid balance exclusive of litigation expenses and judicial cost shall be charged to the COMPANY/CARDHOLDER as liquidated damages. Venue of all suits shall be in the court of proper jurisdiction of Manila, or any province or city where any of LANDBANK's branches is located, at the option of LANDBANK.
21. **ASSIGNABILITY OF RECEIVABLES** - Accounts receivables from COMPANY/CARDHOLDER may be sold by LANDBANK to any other party, without need of notice or consent of COMPANY/CARDHOLDER and shall be without recourse.
22. **SUSPENSION, TERMINATION OF EFFECTIVITY and REACTIVATION, and TERMINATION OF ACCOUNT** - The CARDHOLDER may cancel or terminate his/her LANDBANK Credit Card account anytime, provided, that the CARDHOLDER either pays in full, or enters into another agreement for payment of the outstanding balance and new purchases, debits and deferred installments. Payment may be made either through a one-time payment or on installments within a fixed period of time, provided, further, that repayment in installments shall only be generally subject to interest, unless there is a violation of the above-mentioned new agreement.  
LANDBANK may initiate suspension, cancellation or revocation of the LANDBANK Credit Card account for any valid reason, as indicated in the terms and conditions of this Agreement, provided, that the CARDHOLDER is notified of the suspension/cancellation/revocation within seven (7) business days from the date of suspension/cancellation/revocation. The CARDHOLDER shall have the right to appeal the suspension/cancellation/revocation subject to mutual agreement with LANDBANK.
23. **OFFSETS<sup>1</sup>** - Should the COMPANY/CARDHOLDER fails to pay his/her outstanding credit card obligation or die leaving an unpaid LANDBANK Credit Card account, the amount thereof shall be charged to any existing deposit account with LANDBANK, pursuant to the provisions of Articles 1278 to 1290 of the New Civil Code of the Philippines, as amended, and for this purpose, COMPANY/CARDHOLDER hereby gives authority in favor of LANDBANK to debit automatically, without notice to COMPANY/CARDHOLDER, his/her deposit account for such amount as may be sufficient to cover the payment of his/her outstanding balance.
24. **DEDUCTION FROM THE PAYROLL AND BENEFITS OF THE LANDBANKER<sup>1</sup>** - LANDBANK shall have the right and authority to withhold any salary and/or benefits of the LANDBANKER due from LANDBANK, Provident Fund Department or any of its subsidiaries and apply the same to the LANDBANKER's liabilities and obligations under the LANDBANK Credit Card upon the LANDBANKER's default or breach of any or all of the terms and conditions of the credit card agreement and other documents executed in connection therewith.
25. **COMPANY ACCOUNTS<sup>1</sup>** - A company which applies for LANDBANK Credit Card for the use of and in the name of its personnel shall furnish LANDBANK together with the application for membership, a board resolution authorizing (i) the application for membership, (ii) the issuance of the LANDBANK Credit Card to such authorized personnel, (iii) the designation of an officer of the company to sign for and in behalf of the COMPANY, and (iv) Automatic Debit Arrangement from the COMPANY's deposit account at LANDBANK for payment of their LANDBANK Credit Card account.
26. **LIMITATION OF LIABILITY** - The CARDHOLDER agrees to hold LANDBANK free and harmless from any liability in the event of any action arising from this Agreement or any incident thereto relative to the use or dishonor of the LANDBANK Credit Card which CARDHOLDER may file against LANDBANK.
27. **EXTENSION CREDIT CARD<sup>1</sup>** - Should an EXTENSION LANDBANK Credit Card be issued upon COMPANY/CARDHOLDER's request, the COMPANY/CARDHOLDER shall be responsible for all the charges, finance and service charges incurred through the use of EXTENSION LANDBANK Credit Card. CARDHOLDER shall continue to be responsible for all such charges incurred through the use of EXTENSION LANDBANK Credit. The principal CARDHOLDER and EXTENSION CARDHOLDER shall be jointly and severally liable for the payment of the purchases incurred through the use of the EXTENSION LANDBANK Credit Card.
28. **THIRD PARTY COLLECTION AGENTS** - LANDBANK may engage qualified third party service provider/collection agents for the purpose of assisting or rendering service in the administration of the credit card business, including recovery of unpaid obligations and enforcement of rights against the CARDHOLDER. LANDBANK shall inform the CARDHOLDER in writing in case of endorsement of his/her account to a collection agency/agent.
29. **CARDHOLDER CONSENT TO DISCLOSURE**- The CARDHOLDER agrees/permits/consents/authorizes LANDBANK, its subsidiaries and affiliates to do the following: (1) make whatever credit investigations LANDBANK may deem appropriate to ascertain COMPANY/CARDHOLDER's credit standing and financial capacity and capability; (2) request consumer reporting or reference agencies for consumer reports the card such as COMPANY/CARDHOLDER or LANDBANK Credit Card account information and reports as they may deem fit including but not limited to past due or litigation status of the LANDBANK Credit Card account, full payments or settlement of previously reported LANDBANK Credit Card account and other LANDBANK Credit Card account updates to consumer reporting or reference agencies, government regulatory bodies, and to other bank creditors, credit card companies, and financial institutions; (3) submit, disclose, and transfer to any and all credit information service providers of any information relating to COMPANY/CARDHOLDER's basic credit data with LANDBANK as well as any updates or corrections thereof; and (4) disclose of credit information data to credit bureaus or credit reference agencies and debt collection agencies in case of default and (5) use or share with third parties the information provided and or information derived from external sources for conducting surveys, marketing activities or promotional offers of LANDBANK, its subsidiaries and affiliates, and/or to develop and make offers the CARDHOLDER may receive through mail, email, or other means of communication. Pursuant to R.A. 9510 (Credit Information System Act), the CARDHOLDER authorizes LANDBANK to disclose the same information to the BSP.
30. **DATA PRIVACY** - The CARDHOLDER has read and understood the Data Privacy Statement of LANDBANK and agrees and consents to the processing of CARDHOLDER'S personal information/sensitive information or other sensitive personal information. The CARDHOLDER is aware that under the Data Privacy Act, the CARDHOLDER has (a) the right to be informed; (b) the right to reasonable access; (c) the right to object; (d) right to erasure or blocking of my/our personal information, sensitive personal information or other confidential information; (e) right to damages; (f) right to file a complaint; (g) right to rectification; and (h) right to data portability. The CARDHOLDER understands that the Bank may not be able to provide certain products and services should consent be withdrawn.
31. **AMENDMENTS** - Upon written notice to CARDHOLDER, LANDBANK may, at any time and for whatever reason it may deem reasonable, amend, revise or modify this Agreement or CARDHOLDER's credit limit and any such amendment shall bind CARDHOLDER upon receipt of notice thereof unless the CARDHOLDER objects thereto by manifesting his/her intention to terminate his/her membership in writing and surrendering the LANDBANK CREDIT CARD within 15 days from receipt of notice of amendment. Failure to notify LANDBANK of the CARDHOLDER's intention to terminate his/her membership and/or the continued use of the LANDBANK Credit Card shall be construed as acceptance by CARDHOLDER of the amendments to this Agreement.
32. **SEPARABILITY CLAUSE** - Should any provision of this Agreement be declared unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect in any manner whatsoever, the constitutionality, validity or enforceability of the other provisions of this Agreement.
33. **LOYALTY/REWARDS PROGRAM<sup>1</sup>** - This may only be earned and redeemed if account is in good credit standing. If card has been cancelled, either by the cardholder or by the Bank, any unused points will be immediately forfeited. Earned loyalty/reward points have a corresponding peso value and shall be treated as Cash Rebate.
34. **NO PDIC COVERAGE** - The Credit Card account is not a deposit account and is not covered by the Philippine Deposit Insurance Corporation (PDIC).

1 Not applicable to LANDBANK Government Purchase Card.

1a Not applicable to LANDBANK Government Purchase Card and Landbankers.

2 LANDBANK through its official courier shall deliver the Government Purchase Card to the designated Program Administrator of the Participating Agency within standard processing time from receipt of complete documents.

3 For Government Purchase Card, LANDBANK may allow a credit limit designated by the Cardholder and recommended by the Participating Agency, subject to the rules and regulations governing the Government Purchase Card Program. Any request to change or modify the credit limit shall be communicated to LANDBANK in writing, and upon written notice to Cardholder, LANDBANK may amend, revise or modify the Cardholder's credit limit as LANDBANK may deem reasonable, subject to applicable terms and conditions and appropriate bank approval.

4 Cardholders of Government Purchase Card can also pay via Automatic Debit Arrangement (ADA) or List of Due and Demandable Accounts Payable-Advice to Debit (LDDAP-ADA).



**UNDERSTANDING THE FEES AND CHARGES OF YOUR LANDBANK CREDIT CARD**

Schedule of Fees	Classic (below P200K)		Gold (P200K and above)	
	Principal P1,000	Supplementary P250	Principal P2,500	Supplementary P1,000
Annual Membership Fee				
Monthly Effective Interest Rate	3.0% or 36% annually			
Cash Advance Fee	5% of the amount withdrawn but not to exceed P200			
Late Payment Penalty	2.25% based on unpaid Minimum Amount Due			
Sales Slip Retrieval Fee	P350			
Card Replacement Fee	P300			
Foreign Exchange Conversion Rate	Based on prevailing Network's Foreign Currency Rate plus 2% Assessment and Service Fees			
Installment Pre-Termination Fee	5% of remaining balance or P300 whichever is higher			
Returned Check Fee	P500			
Statement Printing/Reprinting Fee	P100			
Minimum Amount Due (MAD)	<p><i>This is the sum of the following:</i></p> <p>a.) 3% of Outstanding Balance (less Over Limit, and/or, Installment Amount, if any) or P200 whichever is higher;</p> <p>b.) Installment Amount;</p> <p>c.) Overdue Amount; and</p> <p>d.) Over Limit Amount, if any</p>			
Attorney's Fees & Other Judicial Expenses	<p><i>In case of default in the payment, CARDHOLDER agrees to pay in addition to Late and Interest charges the cost of collection and/or attorney's fees and litigation and judicial expenses to be determined by THE BANK, as applicable.</i></p>			

Annual Fee shall be free for the first (1st) year. If the credit card obligation is settled in full on or before the due date, no applicable Interest Charge will be imposed except for Cash Advance. If only the minimum amount due or any amount less than the outstanding balance is settled on or before the payment due date, the CARDHOLDER will be treated as a borrower or "revolver". Hence, a Finance Charge of 3% will be imposed on the unpaid balance stated in the previous statement of account until fully settled.

**SAMPLE COMPUTATION OF MINIMUM AMOUNT DUE**

<b>VALUES:</b>	
SOA Outstanding Balance (OB):	P7,000
Monthly Amortization A	3,000
Monthly Amortization B	1,000
Past Due Amount/Overdue Balance	1,500
Over Limit Amount	
Outstanding Balance (OB):	P7,000
<b>Less:</b>	
Monthly Amortization A	3,000
Monthly Amortization B	1,000
OB-Net of Monthly Amortization	3,000
3% of OB less Amortization (or P200 whichever is higher)	P200
<b>Plus:</b>	
Monthly Amortization A	3,000
Monthly Amortization B	1,000
Overdue Amount	1,500
<b>MINIMUM AMOUNT DUE</b>	<b>P5,700</b>