

TERMS AND CONDITIONS

GOVERNING THE ISSUANCE AND USE OF THE OMNIPAY, INC.

This Agreement contains the Terms and Conditions applicable to the OMNIPAY, INC. issued by OMNIPAY, INC. ("the Bank") under the name of the Corporate Client also referred to as "Co-Brand".

1) DEFINITION OF TERMS. In this Agreement:

"Card" means any OMNIPAY, INC. (OPI) bearing the name JCB/UNIONPAY and/or the service mark of JCB/UNIONPAY sold to the Corporate Client pursuant to this Agreement and any substitution, replacements or renewals thereof.

"Cardholder" means the person to whom the Card(s) is issued by the Corporate Client ("Co-Brand").

"Card Transaction" means any type of transaction effected by using the Card.

"Corporate Account" in relation to any Card, means the account of the Co-Brand, Current Account or Savings Account (CA/SA), designated and maintained by Institution in relation to the Card provided that where several Corporate Account is designated and maintained by Institution for all the Card(s) issued to Principal Cardholder/s by the Co-Brand.

"Deposit" means the funding of the Card from the Co-Brand's Current or Savings Account designated and maintained in Landbank.

"E-money" means the monetary value electronically stored in the card that cardholders may use for card transactions.

2) USE OF CARD/PERSONAL IDENTIFICATION NUMBER (PIN). Use of the Card is subject to these Terms and Conditions and to the compliance with such requirements, limitations and procedures as may be imposed by JCB/ UNIONPAY, Bank and/or the Co-Brand. Cardholder will receive a Personal Identification Number (PIN) mailer to be used in conjunction with the Card. Upon receipt of the PIN Mailer, the PIN should be memorized and the PIN Mailer should be destroyed immediately. The PIN must be treated with strict confidentiality and may be subject to change by Cardholder.

In order to use the Card, Cardholders must ensure that a sufficient deposit is made/maintained in the Corporate Account. The use of the Cards will be dependent on the amount of deposits available in the Corporate Account and any transaction in excess of the amount deposited will not be honored. No other person is allowed to use the Card and/or PIN to make any card transactions. The services, functions and facilities available through the use of the PIN and Card shall be determined by the Co-Brand and the Bank from time to time. The Co-Brand reserves the right to make requests for system modification or vary any or all of the services, functions and facilities available through the use of the Card or the PIN.

3) RESPONSIBILITY OF THE CO-BRAND. The Co-Brand shall in all circumstances of all transactions done thru the use of the Card and agrees to safeguard the Card as if it were cash. The Bank shall not be liable.

4) RESPONSIBILITY OF THE CARDHOLDER. Unless otherwise provided herein, Cardholder agrees to assume full responsibility for all obligations and charges incurred through the use of the Card, including but not limited to all cash withdrawals, and all forms of card transactions.

For Philippine currency cards, all card transactions, applicable fees, and charges or amounts in currencies other than Philippine pesos shall be automatically converted to Philippine pesos as the billing currency, based on the rates of JCB/UNIONPAY on the date the item is processed for settlement. For US Dollar currency cards, all card transactions, applicable fees, and charges or amounts in currencies other than US Dollar shall be automatically converted to US Dollar as the billing currency, based on the rates of JCB/UNIONPAY on the date the item is processed for settlement.

Cardholder shall not use the Card after its expiry date or upon its cancellation or suspension, nor permit anyone to use the Card at anytime for any reason whatsoever. Cardholder also acknowledges that the care and safety of the Card is his or her sole responsibility, and agrees to safe guard it against loss, theft, and fraudulent or unauthorized use. Cardholder will be responsible for charges or card transactions arising from fraudulent or unauthorized use of his or her Card, subject to the provisions of Section 6 here.

5) CARD VALIDITY AND REPLACEMENT. Unless terminated or cancelled as herein provided, the Card shall be valid from the issue date up to the last calendar day of the month indicated on the face of the Card. Renewal or replacement of the Card shall be at the sole discretion of the Co-Brand. Should the Co-Brand opt not to renew or replace the Card, any deposit balance due to the Cardholder shall be refunded provided there are no outstanding claims against the Cardholder.

6) NON-TRANSFERABILITY. The Card(s) is non-transferable and may be honored by JCB/UNIONPAY affiliated merchants only when properly signed and presented by authorized Cardholder.

7) LOSS OF THE CARD. In the event that the Card is lost, captured or stolen, Cardholder shall immediately report the loss to the Co-Brand or Bank through its Customer Service number. Within one (1) day after the reported loss of the Card, Cardholder undertakes to submit an Affidavit of Loss, stating the place, date, and circumstances of the loss and last purchase made prior to the loss. Cardholder shall be responsible for all Card transactions should the reportorial requirements are not complied with. Any request for replacement of the Card shall be at the sole discretion of the Co-Brand.

8) DISHONORED CARD. The Co-Brand and Bank shall not be liable to the Cardholder if, for any reason, any accredited establishments fail to honor the Card. Cardholder agrees to hold the Co-Brand free and harmless from any liability arising therefrom.

9) LIMITATION OF THE CARD. The use of the Card by the Cardholder shall be subject to all existing laws and rules/regulations issued by the JCB/UNIONPAY and any government agency including but not limited to the Anti-Money Laundering Law. The monetary value stored in the Card is not insured by the Philippine Deposit Insurance Corporation (PDIC).

10) DATA PROTECTION. In applying for Card, the Cardholder agrees that the Co-Brand and/or Bank can use the Cardholder's personal information in various ways. Co-Brand and/or Bank will process personal data in order to open, administer and run the Card and to deal with any inquiries/enquiries Cardholders may have about transactions and funds on the Card. If Co- Brand and/or Bank suspects and then proves that false or inaccurate information has been given, Co-Brand and/or Bank may record suspicion/proof together with any other relevant information and may give rise to termination. Personal data may also be transferred confidentially to other organizations involved in issuing or operating the Card for proper management. Cardholder agrees to and/or waives their rights to have their personal information shared with or disclosed to credit reference agencies and other Co-Brand-related organizations/agencies to verify Cardholder identity for fraud prevention, cross marketing purposes and/or money laundering. Scoring methods may be used in the verification process. A record of this process may be kept and used to help other companies to

verify Cardholder identity. All personal information given by the Cardholder may be checked with fraud prevention agencies and other organizations involved in crime prevention and may be used for the investigation of fraudulent activity and crime prevention to meet Co-Brand's and/or Bank's obligations under Philippine law regulations. Furthermore, the Cardholder agrees to waive any rights regarding the confidentiality of deposits under R.A. 1405 as amended, and other relevant laws and regulations as maybe is necessary and relevant in the evaluation of the Cardholder's use of the Card. Cardholder agrees that Co-Brand may monitor and/or record telephone calls made with the Cardholder to help maintain and improve the quality of Co-Brand's Customer Service or as required by applicable law.

11) LIMITATION OF LIABILITY. Cardholder hereby agrees to indemnify and render Co-Brand, its directors, officers, employees, agents, and assigns free and harmless from and any claim, cause of action, suit, liability and loss or damage of whatever nature that may arise as a result of or in connection with the use of the Card or Card account and the transactions made with it in the following instances:

o Disruption, failure, or delay relating to or in connection with the use of the Card or Card account due to circumstances beyond the control of Co-Brand; fortuitous events such as, but not limited to, prolonged power outages, breakdown in computers and communication facilities, computer-related errors, system errors, system enhancements, system migration and integration, terrorism, public disturbances and calamities attributed to acts of God, and other similar or related cases;

o Fraudulent or unauthorized utilization of the Card or Card account due to theft, unauthorized disclosure, or breach of its security or confidentiality with or without Cardholder's participation; or

o Inaccurate, incomplete, or delayed information received by Co-Brand due to disruption or failure of any communication facilities or electronic device used for the Card or Card account. In the event of any action arising from this Agreement or any incident thereto relative to the use or dishonor of the Card, which Cardholder may file against Co-Brand, Cardholder agrees that Co-Brand's liability will not exceed One Thousand Pesos (PHP 1,000.00) Philippine Currency, or the amount of damages actually proved to have been suffered by the Cardholder, whichever is less. In no event shall Co-Brand be liable for any special, consequential, or indirect damages suffered by Cardholder even if Co-Brand has been advised of the possibility thereof.

12) E-MONEY. Cardholders may avail of e-money upon separate application with and approval of the Issuer. E-money may only be redeemed at face value. It shall not earn interest nor rewards and other similar incentives convertible to cash, nor be purchased at a discount.

13) MAKING DEPOSITS TO THE CORPORATE ACCOUNT. Funds can be deposited to the Corporate Account through several ways:

- via the Card Management System which will trigger the request
- via Fund transfer
- via cash deposit

Any unprocessed deposits will be coordinated with the Co-Brand. Refund of transaction amounts, transfer of outstanding balances or releasing of outstanding card balance shall be processed by Co-Brand and released to Cardholder.

14) CARDHOLDER'S RIGHT TO A REFUND. Cardholders must at all times coordinate with their Co-Brand for any refund of their account, transactions and deposits. All requests to Co-Brand must be accompanied by a duly accomplished and signed Cardholder Request form. Cardholder agrees to hold Co-Brand free and harmless from any claim or damages arising from the refund process.

15) DATA PROTECTION. When Cardholder supplies personal data, as defined under R.A. 10173, the Cardholder shall ensure that it is accurate and up to date when disclosed. The Cardholder consents and authorizes OPI to use, collect, and process the personal provided for marketing and administrative purposes, and for the purpose of any court, legal process, examination, inquiry, audit or investigation of any authority.

The Cardholder agrees that his/her maintenance, access or continued use of any of OPI's products and services shall be deemed as a consent or authority to use, collect, and process the Cardholder's personal data.

16) REVISION OF TERMS AND CONDITIONS. Upon written notice (e.g. letter, publication, or otherwise) to the Cardholder, Co-Brand and Bank may, at any time and for whatever reason it may deem proper, amend, revise or modify the Terms and Conditions hereof. Such amendments shall bind the Cardholder unless he objects thereto by manifesting his intention to terminate this agreement subject to the conditions set forth in Section 4.

17) VENUE OF ACTION. Any legal action, suit or proceeding arising out of or relating to these Terms and Conditions shall be instituted, at any courts in Makati City, Metro Manila, to the exclusion of any other courts. The foregoing, however, shall not limit or be construed to limit the rights of Co-Brand to commence proceedings or to obtain execution of judgment against the Cardholder in any venue or jurisdiction where assets of the Cardholder may be found.

18) SEVERABILITY CLAUSE. The enforceability and validity of the agreement under these Terms and Conditions, in whole or in part, shall not be affected by the unenforceability or invalidity, whether temporary or permanent, of any particular provision of this Card agreement because of restrictive laws, regulations, or judicial or administrative determinations, or for any other cause.

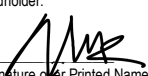
19) TERMINATION/CANCELLATION. Co-Brand and/or Bank may suspend or terminate the Card and/or Card Account at any time as it may deem appropriate. Upon the termination of the Card for justifiable causes, Cardholder shall immediately return the Card to the Co-Brand. Any use of the Card or the PIN, whether by Cardholder or not, before it is returned to the Co- Brand shall be the sole responsibility of the Cardholder.

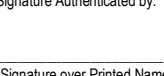
20) WAIVER OF BREACH OF CONTRACT. No waiver of a breach or violation of any Term or Condition hereof shall constitute a waiver of any subsequent breach or violation of the same or any other Term or Condition. Failure to take advantage of or to exercise any right granted hereunder shall not constitute a waiver of said right, nor shall it be construed to excuse or absolve the Cardholder/s from complying with or fulfilling the same.

By affixing my signature below, I confirm that I have read and agreed to the Terms and Conditions and acknowledge receipt of copy of this Terms and Conditions.

Cardholder:

Signature Authenticated by:


(Signature over Printed Name)


(Signature over Printed Name)