

TERMS AND CONDITIONS FOR THE AUTOMATIC-DEBIT ARRANGEMENT (ADA)

In addition to the conditions stated on the reverse side of this ADA Form, I/we hereby agree to the following:

1. The Automatic-Debit Arrangement (ADA) is an automated payment facility whereby I/we authorize EastWest Banking Corporation ("EastWest") to automatically debit amount/s from my/our designated EastWest Deposit Account without notice, and credit the same amount/s to settle the Minimum Payment Due or Total Statement Balance, as applied for in this form, on the payment due date/s indicated in the Statement/s of Account (SOA) of my/our enrolled EastWest Credit Card/s.
2. To enroll in the ADA Facility, I/we must send the completely filled-out and signed ADA Form to the EastWest store where the Deposit Account intended for enrollment is maintained.
3. I/we fully understand and agree that the ADA may be effected on the date the EastWest Credit Card Account/s is/are due, provided that, this ADA Form is received, validated and duly approved by EastWest store of Deposit Account at least ten (10) banking days before the payment due date indicated in my/our SOA. The amount to be debited shall be the Minimum Payment Due or the Total Statement Balance, as applied for in this form, as stated in the said SOA, or such amount as may be provided in the Terms and Conditions herein.
4. Upon validation and approval of my/our application, I/we hereby authorize EastWest to automatically debit my/our Deposit Account to settle the Minimum Payment Due or Total Statement Balance, as applied for in this form, as indicated in the SOA of my/our enrolled EastWest Credit Card/s.
5. I/we shall ensure that the available/withdrawable Deposit Account balance shall be sufficient at all times to cover my/our EastWest Credit Card obligations. In case my/our available/withdrawable Deposit Account balance is insufficient to cover my/our Total Statement Balance or Minimum Payment Due, as applied for in this form, I/we hereby authorize EastWest to debit the available/withdrawable amount of my/our Deposit Account and apply the same as payment for my/our EastWest Credit Card/s.
6. I/we understand that I/we may be required to pay an amount outside of this ADA to pay for my/our card obligations at any given time, in the event the ADA is not fully effected due to unforeseen circumstances such as, but not limited to, insufficient funds at the time the Deposit Account with an ADA was debited. I/we agree that EastWest is not required to advise me/us in case the funds in my/our Deposit Account become insufficient to cover for payment for my/our enrolled EastWest Credit Card/s.
7. Should the available/withdrawable Deposit Account balance be insufficient to cover my/our Minimum Payment Due or Total Statement Balance, as applied for in this form, I/we acknowledge that my/our EastWest Credit Card/s will be imposed with fees and charges under the Terms and Conditions Governing the Issuance and Use of EastWest Credit Cards until the same are paid in full. I/we hereby waive any notice from EastWest in case the funds in my/our Deposit Account become insufficient to cover for payment for my/our enrolled EastWest Credit Card/s.
8. All payments posted one (1) banking day before payment due date will be considered in the computation of the amount to be debited from my/our Deposit Account.
9. I/we understand and agree that if the payment due date falls on a Saturday, Sunday or holiday, the banking day before the payment due date indicated in my SOA automatically becomes my/our payment due date. In the event of non-implementation of this ADA, such as but not limited to system enhancement or malfunction, debiting of my/our Deposit Account will be on the next banking day.
10. My/our ADA will automatically be cancelled if debiting of EastWest Deposit Account is unsuccessful for three (3) consecutive times. EastWest is not required to advise me/us of such ADA cancellation.
11. EastWest may terminate for any other reason aside from that provided in the immediately preceding paragraph, the ADA as it may deem necessary, upon prior notice which shall be made at least ten (10) banking days before the intended date of termination.
12. I/we shall comply with the rules and regulations that EastWest now has or may issue in the future in connection with this ADA.
13. The ADA may only take effect if the information declared by me/us on this ADA Form are true and complete.
14. In case my/our EastWest Credit Card/s is/are lost, stolen, replaced, converted, upgraded or downgraded, whether initiated by me/us or by the bank, my/our enrollment in the ADA Facility shall be continued under my/our replacement, converted, upgraded or downgraded EastWest Credit Card/s.
15. I/we hereby hold EastWest, its officers and employees, free and harmless on account of its inability to effect the ADA, whether wholly or in part, in case my/our Deposit Account has funds insufficient to implement the ADA.
16. EastWest shall initiate or effect an ADA only once every payment due date as indicated in the SOA and shall not effect any subsequent ADA for the same SOA due date.
17. My/Our ADA can only be effected provided: (a) the Account being withdrawn from is a Deposit Account and (b) that the name/s registered on the EastWest Credit Card Account/s as the Principal Cardholder is/are one and the same as that registered as Deposit Account Holder, or in case of Joint Account, one of the Deposit Account Holders.
18. In the event of any other ADA involving the same Deposit Account, priority of payments shall be EastWest Credit Card/s, EastWest clean and unsecured loans with the highest outstanding balance before secured loans, inward checks and other non-EastWest billers. I/we likewise agree to hold EastWest, its officers and employees, free and harmless for any and all claims, losses and damages that I/we may incur or suffer in the event that any of the checks that I/we may have issued from the Deposit Account are dishonored for being drawn against insufficient funds, as a result of the implementation of this ADA.
19. In case I/we cancel my/our EastWest Credit Card/s, EastWest shall continue to debit my/our Deposit Account until said Card Account has been fully settled.
20. I am/I/we are aware that the operation of this ADA may result in my/our Deposit Account falling below the required Average Daily Balance (ADB) and that I/we may be liable to pay a service charge in the event that my/our Deposit Account falls below such ADB.
21. I/we understand that posting of my/our payment to my/our Card Account will be made on the banking day after the Deposit Account was debited.
22. I/we hold EastWest and any of its officers and employees, agents or representatives free and harmless from any claim, loss or damage for the non-implementation of this ADA by reason of oversight or inadvertence or system failure or malfunction as well as from liability or action of whatever kind arising from or in connection with this instruction and authority to debit my/our assigned Deposit Account.
23. I/we hereby waive my/our rights under R.A. 1405 (the Secrecy of Bank Deposit Act) and any other applicable bank deposit secrecy and data privacy laws, rules and regulations, with respect to any information that may be disclosed by EastWest to implement this ADA.
24. The payments made by me/us for the use of my EastWest Credit Card/s outside of this ADA will be subject to the terms and conditions by EastWest and the Bangko Sentral ng Pilipinas.