CREDIT CARD AGREEMENT
Account Number : <########>

CREDIT CARD ISSUER	**HC Consumer Finance Philippines, Inc. ("Home Credit")** 15th Floor, Ore Central, 9th Avenue cor. 31st Street, Bonifacio Global City, Taguig, 1634, Philippines		
CUSTOMER	*<NAME>*	Date Of Birth:	<Date of Birth>
Home Address:	*<Home Address>*		
Permanent Address:	*<Permanent Address>*		
Card Delivery Address:	*<Preferred Delivery Address>*		
Registered Contact Details			
Email:	*<Email Address>*	Mobile No. 1:	*<Cellphone Number>*
Landline:	*<Telephone Number>*	Mobile No. 2:	*<Cellphone Number>*
DOCUMENTS	*<Type of ID and Number>*		

CREDIT CARD DETAILS			
Card Type:	Visa Classic	Billing Cut-off Date:	Every 25th of the month
Credit Limit:	*<Credit Limit>*	Payment Due Date:	+15 days from the billing cut-off date
Cash Withdrawal Limit:	*<Cash Withdrawal Limit>*	ADA Payment Option:	*<ADA Type, if with ADA>*

FEES AND CHARGES			
Monthly Membership Fee:	PHP 200.00 Inclusive of Card protection of PHP 75.00	Cash Withdrawal Fee:	PHP 200.00
Monthly Interest Rate:	3%	Cash Protection Fee:	N/A
Minimum Amount Due:	7% of the total amount due or PHP 700.00, whichever is higher	Card Replacement Fee:	PHP 250.00
Late Payment Fee:	PHP 750.00 or equivalent to the value of the unpaid minimum amount due, whichever is lower	Foreign Currency Conversion Fee:	2.5% of the transaction amount
		Overpayment Refund Fee: (see Clause 16)	PHP 50.00
		Attorney Fee:	PHP 5,000.00
		Invalid Dispute Fee:	PHP 250.00

*Home Credit's representative may have interest in the approval of the Qwarta account holder's application.

Introduction

This Credit Card Agreement (together with all of its attachments, addendum, and other amendments) is made and entered into by and between the Cardholder and Home Credit. The Cardholder acknowledges and agrees to be unconditionally bound to the provisions and statements contained in this Credit Card Agreement (including the Specific Terms and Conditions, Fees and Charges), the General Terms and Conditions, and the Applicant Consent Form, and agrees that the same shall constitute an integral and inseparable part of the Credit Card Agreement.

Specific Credit Card Terms and Conditions ("Terms and Conditions")

1. DEFINITIONS:

"Home Credit" refers to HC Consumer Finance Philippines, Inc.

"Billing Period" means the period of time covered by the Monthly Billing Statement where the Card Transactions and applicable Charges of the Cardholder are posted and summed.

"BSP" refers to the Bangko Sentral ng Pilipinas.

"Card" refers to the credit card issued by Home Credit.

"Card Account" refers to the credit card account opened by Home Credit for the purpose of entering all credits received and debits incurred by the Cardholder under these Terms and Conditions.

"Card Association" refers to any company that provides credit card network such as, but not limited to VISA International, American Express, Mastercard International, JCB International, Diners Club, and China UnionPay.

"Cardholder" is an individual to whom a Card is issued by Home Credit and whose name appears on the face of the Card, depending on the type of Card issued to the individual.

"Card Transaction" is the purchase of goods and/or services, and/or receiving Cash Withdrawals by the use of the Card, Card details, or QR code payments, or HC Pay online payments, in any other manner authorized or made by the Cardholder, regardless of whether a sales slip or Cash Withdrawal form or other proof of purchase or order form is signed by the Cardholder, or confirmed by Personal Identification Number (PIN), One-Time Password (OTP), or via mobile application as applicable.

"Cash Withdrawal" is any cash amount withdrawn from an Automated Teller Machine (ATM) or disbursed through another financial institution to be charged to the Card Account.

"Charges" refers to the amount due from the Cardholder by virtue of the use of the Card or of the Card details including, but not limited to, Card Transactions, fees, interest charges, Late Payment Fees, additional expenses, damages, legal costs and other charges which may be charged to the Card Account.

"Credit Card Agreement" refers to the agreement between Home Credit and the Cardholder for the use by the Cardholder of the Card issued by Home Credit.

"Credit Limit" is the maximum total amount for Card Transactions, Cash Withdrawals, balance transfers, and Interest Charges, as well as other fees chargeable to the Card Account.

"Customer Service Hotline" refers to Home Credit's customer service hotline at (02) 7753 5711, or as may be amended from time to time.

"Customer Service Channels" refers to Home Credit's customer service channels including the Customer Service Hotline, email (info@homecredit.ph), Mobile Application, or any other digital or electronic channel supported by Home Credit, as may be provided and/or amended from time to time.

"Monthly Billing Statement" is the monthly statement sent to the Cardholder via e-mail, Mobile Application, or through other digital or electronic means, with details including but not limited to the Total Amount Due, Minimum Amount Due, Card Transactions, and Charges as of Billing Cut-off Date payable to Home Credit before or on the Payment Due Date.

"Interest Charges" is the payable amount of interest on the Card Account and represents the cost for borrowing as provided in these Terms and Conditions.

"Late Payment Fees" refers to the amount representing charges for failing to pay the Minimum Amount Due on or before the Payment Due Date as indicated in the Credit Card Agreement and will be reflected in the Monthly Billing Statement, if applicable.

"Membership Fees" refers to the monthly fee charged by Home Credit to the Cardholder for the right to use its Card and acquire access to membership benefits.

"Merchant Partners" shall refer to any entity providing goods and/or services that accepts the Card or QR code or HC Pay as a mode of payment by the Cardholder.

"Minimum Amount Due" shall refer to the minimum amount that a Cardholder is required to pay on or before the Payment Due Date so that the Card Account is not subjected to Late Payment Fees and temporary Card suspension.

"Mobile Application" refers to My Home Credit Philippines application accessible through Google Play or any other compatible system.

"Month" refers to the calendar month in a given year.

"Monthly Installment Amount" refers to the monthly payment amount of a Monthly Installment Plan.

"Monthly Installment Plan" or "MIP" refers to the program of Home Credit wherein the Cardholder can pay for the Card Transaction in installments.

"Outstanding Balance" refers to the total balance outstanding on the Card Account as of a specific date.

"Payment Due Date" is the date specified in the Monthly Billing Statement by which date, payment of the Minimum Amount Due or any part of the Total Amount Due thereof is due and payable to Home Credit.

"QR code" refers to Quick Response code - a matrix barcode containing information about the Merchant Partner.

"QR code payment" refers to payment for goods or services from Merchant Partners by scanning merchant QR code in Home Credit mobile application.

"HC Pay Online payment" refers to payments for goods/services purchased from Online Merchant Partners websites/applications that use the HC Pay online facility. Payments are completed within the Home Credit Mobile Application.

"Total Amount Due" refers to the total amount charged to the Card Account as indicated in the Monthly Billing Statement, including all amounts incurred by the use of the Card as of Billing Cut-off Date, and full payment of which on or before the Payment Due Date shall not subject the same to Interest Charges.

"Billing Cut-off Date" refers to the end date of a Billing Period, as determined by Home Credit, when Card Transactions, Monthly Installment Amounts (if any), and other applicable charges or fees during the billing period are summarized.

"Billing Date" is the date by which the Monthly Billing Statement is issued by Home Credit to the Cardholder.

"Smile Rewards Program" means the loyalty rewards program of Home Credit for the Card. Cardholders can enjoy rebate rewards and promo deals based on participating Merchant Partners' current offer.

"Transaction Date" is the date by which a Card Transaction is undertaken.

"Transaction Posting Date" is the date by which a Card Transaction is posted onto the Card Account.

2. THE CARD

The Card issued to the Cardholder is the property of Home Credit. It is non-transferable and its use shall be subject to Home Credit's policies and guidelines including those provided by the Card Association.

3. CARD ACTIVATION

The Card will be activated upon request of the Cardholder via the Customer Service Hotline, Mobile Application, or any other digital or electronic channel supported by Home Credit. The request for activation shall be done within twelve (12) months from

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Credit Card Agreement sign date; otherwise, Home Credit shall have the right to cancel the Card.

4. USE OF THE CARD

The use of the Card, Card details, QR code payments, or HC Pay online payments, is subject to these Terms and Conditions as may be amended from time to time and made available at Home Credit's website. The signature of the Cardholder at the back of the Card and the use of the Card even without the Cardholder's signature or PIN shall constitute agreement to these Terms and Conditions. The use of HC Pay online payment shall be subject to the Home Credit Online Portal Specific Terms and Conditions.

5. LOYALTY REWARDS PROGRAM

The Cardholder is automatically enrolled to the Smile Rewards Program from the time of Card activation. Home Credit reserves the right to amend, at any given time, its Smile Rewards Program Terms & Conditions, rewards scheme, without prior notice to Cardholders. Full terms and conditions of Smile Rewards Program are available at Home Credit's website.

6. CARD VALIDITY

The validity of the Card shall run from its activation up to the last calendar day of the month indicated on the face of the Card unless earlier terminated by Home Credit or the Cardholder under Section 21 hereof. The renewal or replacement of the Card is at the sole discretion of Home Credit. Home Credit reserves the right to replace the Card number or expiry date of a Card issued to a Cardholder for security and other legal and legitimate purposes. The Cardholder shall be responsible for communicating to Merchant Partners with which the Cardholder has existing transactions or to any interested party that the new Card number is issued.

Home Credit shall not be liable to the Cardholder if, for any reason, any merchant or establishment does not honor the Card. The Cardholder agrees to hold Home Credit free and harmless from any and all claims for damages as a result of the refusal of any merchant or establishment to honor the Card or from any issues regarding the product/s or service/s of the merchant or establishment.

7. LOSS OF CARD

In case of loss of Card, the Cardholder shall immediately report it to Home Credit via the Customer Service Hotline, Mobile Application, or any other digital or electronic channel supported by Home Credit. The Cardholder shall be liable to Home Credit for any and all transactions, purchases, and charges made or incurred from the use of the lost or stolen Card prior to reporting of the loss of the Card. A reasonable fee may be charged for the replacement of the lost Card.

8. CARDHOLDER INFORMATION AND CONSENT

Cardholder authorizes Home Credit:

a. To conduct credit investigations necessary to determine Cardholder's credit standing and financial capacity and to ask and/or release, disclose, submit, share, or exchange any Cardholder's credit history or Card Account information and reports as Home Credit may deem fit including, but not limited to, delinquent, past due, or litigation status of Card Account, full payments or settlement of previously reported Card Account and other Card Account updates to consumer reporting or reference agencies, government regulatory agencies, and to banks or financial institutions, credit card companies, creditors, loyalty program partners, Merchant Partners or other third parties.

b. To process the Cardholder's personal data, relevant information, and other documents in accordance with the Applicant Consent Form signed by the Cardholder with Home Credit;

c. To inform Cardholder of its promotional offers, advertisements and surveys through email, short messaging services (SMS), telephone or any other means of communication. If the Cardholder wishes to be excluded from the list of recipients, the Cardholder may contact Home Credit's Customer Service Hotline; and

d. In relation to the Cardholder's personal data, personal information, and other documents provided or obtained by Home Credit, to perform any and all acts necessary, incidental, and in furtherance of its legitimate business interests and for compliance with its statutory obligations.

9. CARD DELIVERY

Cardholder authorizes Home Credit or its official courier to deliver the Card at his/her residence or workplace. If the delivery is made at the residence of the Cardholder, the Cardholder or any member of the Cardholder's household may receive the Card provided that the authorized representative presents a valid ID and the delivery tracking number. If delivery is made at the Cardholder's workplace and the Cardholder is not present, his/her authorized representative may receive the Card in behalf of the Cardholder subject to Home Credit's existing delivery policy. Home Credit will contact the Cardholder thru SMS or call to coordinate the delivery. Cardholder agrees to hold Home Credit free and harmless from any claim, loss or liability whatsoever arising from the delivery of the Card to authorized representatives.

10. RESPONSIBILITIES OF CARDHOLDER

The Cardholder acknowledges its liability to Home Credit for any and all amounts charged to the Card, including but not limited to, interests, fees, and other charges, Cash Withdrawals, whether incurred in the Philippines or abroad. The Cardholder agrees that all Card Transactions shall be conclusively presumed to have been personally made by the Cardholder. The Cardholder also agrees to accept and pay for such charges without the necessity of proof of a signed charge or sales slip, and even without receiving the Monthly Billing Statement.

The Cardholder shall assign a Personal Identification Number (PIN) via the Customer Service Hotline, Mobile Application, or any other digital or electronic channel supported by Home Credit. The Cardholder shall keep the PIN confidential at all times. The PIN shall be used as Cardholder verification for Card Transactions, without prejudice to other methods of Cardholder verification such as signature or OTP.

All Cash Withdrawals made by the use of the Card shall be conclusively presumed to have been personally made or authorized by the Cardholder. A Cash Withdrawal fee will be imposed per Cash Withdrawal transaction.

All Philippine Peso transactions incurred by the Cardholder with merchants located outside the Philippines by mail, telephone order, or the internet may be subject to tax at the applicable rate, added to the Philippine Peso transaction.

In purchasing foreign exchange necessary to cover all non-trade transactions using the Card, the charge or sales slip authorized by the Cardholder or the transaction record for Card Transactions shall serve as the written application from Cardholder as required by the BSP Manual of Regulations on Foreign Exchange Transactions.

The Cardholder acknowledges that the custody and care of the Card is his responsibility and agrees to exercise the necessary safeguards against loss, theft, and fraudulent or unauthorized use.

11. MEMBERSHIP FEES

At the discretion of Home Credit, the use of the Card is subject to a monthly Membership Fee and the payment of the monthly Membership Fee may be a condition for the continued use of the Card. The amount of the Membership Fee shall be determined by Home Credit and will be communicated to the Cardholder via the modes of communication provided in these Terms and Conditions. Membership Fees paid, when imposed by Home Credit, are non-refundable even in instances where the credit privileges are suspended or terminated, or even if Cardholder elects to cancel the Card before its expiry date. The continued use of the Card and/or Card Account shall be construed as acceptance by the Cardholder of the amended terms, benefits, credit limit, and fees.

The Membership Fee may be waived based on conditions to be set by Home Credit and will be communicated to the Cardholder via the modes of communication provided in these Terms and Conditions.

12. CREDIT LIMIT

Home Credit shall determine, based on the credit standing, credit history, and financial capacity of the Cardholder, the credit limit to be given to the Cardholder. Home Credit may thereafter implement changes in the Credit Limit applicable on the Card Account based on its risk management policies and guidelines in accordance with the regulatory requirement of the BSP, and the Cardholder shall be notified of such changes. The Cardholder may decline any Credit Limit increase in accordance with the regulatory requirement of the BSP. The Cardholder shall have the option to request for a Credit Limit adjustment, upon submission of updated information, subject to approval of Home Credit.

The Cardholder shall monitor the balance not to exceed the approved Credit Limit and further agrees that Home Credit may reduce Cardholder's Credit Limit and Cash Withdrawal limit to an amount to be determined by Home Credit. Should the Outstanding Balance at any time exceed the approved Credit Limit, Home Credit reserves the right to decline any transaction or deactivate the Card. Any excess over the Credit Limit shall be considered due and demandable immediately without need of further notice or demand.

You hereby acknowledge that the Credit Limit and/or Cash Withdrawal Limit as reflected in Monthly Billing Statement supersedes any and all Credit Limit and/or Cash Withdrawal amount as indicated in your Agreement or previous Monthly Billing Statements. Home Credit may implement changes in your Credit Limit and Cash Withdrawal Limit to an amount solely determined by Home Credit.

13. MONTHLY BILLING STATEMENT

The mode of delivery of the Monthly Billing Statement is through the e-mail address declared by the Cardholder to Home Credit during the application for the Card, Mobile Application, or any other digital or electronic channel supported by Home Credit. The Cardholder shall immediately inform Home Credit in case the Cardholder fails to receive the Monthly Billing Statement. In the absence of any report of failure to receive the Monthly Billing Statement, the Cardholder is deemed to have received the same. The absence of the Monthly Billing Statement or the Cardholder's failure to receive the same shall not relieve the Cardholder of its obligation to pay all charges arising from the use of the Card on the Payment Due Date. The Monthly Billing Statement shall form an integral part of these Terms and Conditions.

In the event of any error in the Monthly Billing Statement, the Cardholder agrees to immediately notify Home Credit of said error. If no error is reported within thirty (30) days from the issue date of Monthly Billing Statement, the Cardholder agrees and confirms that the Monthly Billing Statement is considered as true and correct and considered as conclusive evidence of the matters to which it relates, in the absence of any manifest error, and no other document such as charge or sales slips may be used to prove the transactions in the Monthly Billing Statement.If the Cardholder notifies Home Credit of a dispute in the Monthly Billing Statement, the Cardholder shall have the option not to pay the disputed amount while Home Credit is conducting an investigation, but Cardholder must pay such portion of the outstanding balance which is not in dispute or the minimum payment due on or before the Payment Due Date. Cardholder shall treat the disputed amount as an outstanding availment against his credit limit. If after the investigation, the claim is established to be valid, Cardholder shall not be liable to pay any interest charges and late payment charges related to the disputed amount only. Otherwise, Cardholder shall be liable to pay the disputed amount as well as the corresponding invalid dispute fee of Two Hundred Fifty Pesos (PhP250.00) including interest charges and late payment charges due thereon computed from the transaction date up to the date of dispute resolution. After having conducted its investigation, Home Credit's findings are conclusive.Cardholder shall be charged for an invalid dispute fee on the following transactions which include, but are not limited to claims of billing error, payment error including over-billing, multiple billing or cancelled transaction, complaints about the quality or unreceived product or services of the merchants, transactional disputes such as unauthorized transaction or charges (Fraud claims). The invalid dispute fee shall also be applicable to all Cardholders who will cancel the dispute report, which is not compliant with the dispute investigation or requirements including any and all disputes that are out of BSP and VISA timelines.Home Credit reserves the right to qualify the type of transactions/charges that may be considered for dispute.

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14. FOREIGN CURRENCY TRANSACTIONS

For Card Transactions other than in Philippine Pesos, the transaction amount will be converted by the Card Association using its rate of conversion to Philippine Pesos. This amount in Philippine Pesos is what will be reflected in the Monthly Billing Statement as the amount of Card Transaction and shall be subject to a currency conversion fee.

15. MINIMUM AMOUNT DUE

The Minimum Amount Due is the minimum amount to be paid by the Cardholder on or before the Payment Due Date. The Minimum Amount Due shall be determined based on due date precedence with penalties, charges and fees having a higher priority over the principal balance, with the following composition in the order provided below:

a. Amounts already overdue (if any);

b. Any Monthly Installment Amount already due (if any); and

c. 7% of the Total Amount Due less Monthly Installment Amounts, or PHP 700.00, whichever is higher. The amount shall be prescribed to cover penalties first, then charges, fees, and the principal, provided that if the Total Amount Due is less than PHP 700.00, such amount shall be the Minimum Amount Due.

16. CARD PAYMENT

The Cardholder must pay the Minimum Amount Due, as shown in the Monthly Billing Statement and must be received by Home Credit on or before the Payment Due Date. The payment through any authorized mode, or made to any accredited payment center of Home Credit shall be considered as payment to Home Credit that is made on the same date. The Payment Due Date is automatically moved to the next business day if it falls on a Saturday, Sunday, or a regular national holiday and payment thereon shall not be treated as late payment.

Payment which is less than or an exact amount of the Minimum Amount Due shall be applied in the following order: the overdue amount (if any); the Monthly Installment Amount due (if any), penalties, Interest Charges, fees and principal.

Upon receipt of a payment from a Cardholder whose account carries different interest rates for different types of purchases such as Cash Withdrawals, regular purchases, installments, balance transfers, Home Credit shall apply amounts in excess of the Minimum Amount Due first to the fees and charges, and then to the billed balance bearing the highest rate of interest, followed by the billed balance bearing the next higher rate of interest, until the payment is exhausted. The interest rate applicable on the Transaction Date pertaining to the amount shall be the basis for determining priority of payment. In the event that the Cardholder fails to pay the Minimum Amount Due on the Payment Due Date, Home Credit reserves the right to temporarily suspend the Card until payment is made. If, after application of the payment in the order provided in this paragraph, there remains an excess amount, the Cardholder may request a refund of such excess amount subject to the right of Home Credit to charge an Overpayment Refund Fee per refund.

The Cardholder may also choose to avail of the Automatic Debit Arrangement (ADA) wherein the Minimum Amount Due or Total Amount Due (whatever is selected by the Cardholder) will be debited every month from the Cardholder's enrolled bank account three (3) days prior to Due Date for credit cards, or until Cardholder has cancelled ADA service or terminated the Credit Card Agreement. Enrollment to ADA may be done by the Cardholder using his/her electronic signature and Home Credit's EServices, as defined under the General Terms and Conditions. Should the Cardholder avail of ADA, he/she undertakes to always maintain a sufficient amount for Home Credit to debit his/her account for the Minimum Amount Due or Total Amount Due plus any Fees or Charges, if any. ADA enrollment shall cover existing loans and loans which the Cardholder may avail of in the future, except when the Cardholder requests that an ADA enrollment shall cover existing loans only.At any time, the Cardholder may cancel ADA enrollment or change ADA amount by calling Home Credit's hotline. After cancellation of ADA enrollment, credit card dues may be paid through Home Credit's designated Payment Channels.

17. INTEREST CHARGE

The Cardholder is required to pay the Minimum Amount Due as indicated in the Monthly Billing Statement for every Billing Period.

No interest shall be imposed if the Total Amount Due is paid in full on or before the Payment Due Date provided that interest from Cash Withdrawals shall accrue on the next day from the date the cash was obtained by the Cardholder.

Payment of less than the Total Amount Due will render the unpaid principal portion of the Total Amount Due as a borrowing and will be subject to interest from the Billing Cut-off Date at the rates indicated in the Credit Card Agreement until settlement of the amount in full.

Home Credit reserves the right to change the interest rates and/or fees from time-to-time and to be effective after ninety (90) days from the written notification sent to the Cardholder via the mode of communication provided in these Terms and Conditions subject to the right of the Cardholder under Section 21 hereof.

In computing the Interest Charge, the principal portion of the daily Outstanding Balance shall be multiplied by the interest rate effective on the day. To compute the daily interest rate, the prescribed monthly interest rate shall be divided by 30 days (fixed). The Cardholder agrees to pay Home Credit charges or interest on its obligation at a monthly rate as effective under the Credit Card Agreement.

18. MONTHLY INSTALLMENT PLAN

At the discretion of Home Credit, the Cardholder may purchase selected goods or services from Merchant Partners or convert existing Card Transactions together with applicable interest and other fees, on fixed installment basis, subject to compliance with the requirements of Home Credit for its Monthly Installment Plans. The Cardholder may request for the cancellation of the Monthly Installment Plan, subject to applicable fees and charges. The unpaid principal balance of the Monthly Installment Plan shall be converted into a single accelerated transaction, which shall be effective on the next Payment Due Date, subject to payment of accrued interest (if any) until the date of cancellation of the Monthly Installment Plan. The accelerated transaction shall form part of the Total Amount Due.

19. LATE PAYMENT FEE

If no payment is received on or before the Payment Due Date or if the payment is below the Minimum Amount Due, a Late Payment Fee as indicated in the Credit Card Agreement shall be charged. The Late Payment Fee shall be imposed for every delay of a Billing Period.

20. DEFAULT.

The Cardholder shall be considered in default, irrespective of the reasons for its occurrences and regardless of whether it is voluntary or involuntary, when any of the following occurs:

a. Cardholder fails to pay for three (3) Billing Periods at least the Minimum Amount Due on or before the Payment Due Date indicated in the Monthly Billing Statement;

b. Cardholder's Outstanding Balance exceeds the assigned Credit Limit;

c. False information is given by the Cardholder to Home Credit or when any document, representation, or warranty made by the Cardholder to Home Credit is proven to be untrue or fraudulent at the time it was given;

d. Cardholder fails to pay any other amount due and owed to Home Credit or its related companies or both, or fails to fulfill or perform any other undertakings or obligations under these Terms and Conditions or other contracts with Home Credit or other related companies, or both;

e. Cardholder violates any of the provisions of these Terms and Conditions and of any contract or other related documents it executed with Home Credit relating to any credit facility granted by Home Credit;

f. Cardholder becomes legally incapacitated or insolvent; and

g. An event or circumstance that in Home Credit's reasonable opinion, could adversely affect the Cardholder's performance or payment of obligations under these Terms and Conditions.

In case of default, Home Credit shall have the right to suspend or cancel the privileges of the Card, and the Outstanding Balance and all charges on the Card shall become immediately due and demandable without notice or demand.

The Cardholder authorizes Home Credit to submit its name to the credit bureau. If Home Credit needs to refer the Cardholder's case to a collection agency or through an attorney-at-law, the Cardholder shall be liable to pay the cost of collection and/or attorney's fees and the expenses of litigation and judicial costs as applicable, which may be charged to the Card Account.

21. BLOCKING, CANCELLATION, TERMINATION AND NON-RENEWAL

Home Credit may, upon its sole determination that circumstances warrant or that there is a valid reason, and without prior notice to the Cardholder, block, cancel, or terminate the Card Account and/or the Card or its privileges at any time, or to not proceed with renewal of the Card, provided that, the Cardholder will be notified immediately of such blocking, cancellation, or termination.

The Cardholder shall have the right to appeal the same subject to mutual agreement with Home Credit. The Cardholder agrees to hold Home Credit free and harmless from any claim for damages arising from such termination. Home Credit shall impose collection block of the credit card in case of Cardholder's non-payment of the credit card prescribed Minimum Amount Due on the payment due date. At Home Credit's sole determination of Cardholder's financial capacity, collection block could be removed upon processing of the Cardholder's payment.

To limit Cardholder's possible risk exposure, Home Credit has the right to block the card due to or as a result of suspicious credit card activity monitoring in case the Cardholder fails to confirm alerted transaction as genuine. Cardholder may request to unblock the card upon confirmation that the transaction is genuine.

The Cardholder may, at any time, request blocking of the card via Home Credit Mobile Application or Customer Service Hotline upon his discretion.

The Cardholder may, at any time, terminate the use of the Card by calling Home Credit at the Customer Service Hotline even without returning the Card to Home Credit. The termination is subject to the immediate payment of the Outstanding Balance including all charges and obligations incurred in connection with the use of the Card. The Cardholder will be advised over the Customer Service Hotline on the due date of the Outstanding Balance and the applicable interest rate until final settlement has been made. The Card shall be deactivated at the date when the termination was requested and the termination of the Card Account will be made final only upon full settlement of the Outstanding Balance and will continue to incur applicable fees and charges until termination of the Card is final. Unless Home Credit receives a request from the Cardholder to cancel the activated Card, the Card Account will continue incurring the applicable fees even if the Card is not used after its activation.

22. COLLECTION.

Home Credit may appoint third parties, in accordance with BSP regulations on outsourcing arrangements, for the collection of the amount due from the Cardholder.

Should a third party be engaged for collection, Home Credit shall inform the Cardholder in accordance with Section 26 at least seven (7) days prior to actual endorsement or transfer of endorsement, the names and contact details of the agency to whom the account is endorsed or transferred. If the collection is referred to a collection agency or enforced through court action, the Cardholder agrees to pay the costs of collection in addition to whatever damages incurred by Home Credit in connection with the enforcement of its rights against the Cardholder.

23. COMPLIANCE WITH LAWS AND REGULATIONS

Cardholder warrants that it will comply with all applicable Philippine laws, rules, and regulations pertaining to the use of the Card. The Cardholder also agrees and warrants that the proceeds of any Cash Withdrawal availed abroad shall not be used for foreign investments or foreign loans or any other transaction in violation of any applicable foreign exchange rules and regulations.

24. AUTHORIZATION THROUGH TELEPHONE, E-MAIL AND OTHER FORM OF INSTRUCTIONS

The Cardholder authorizes Home Credit to rely upon and act in accordance with any notice, instruction, or other communication which may be given by telephone, e-mail, SMS, or other means of communication, electronic or otherwise, by Cardholder or on his behalf which Home Credit believes in good faith to have been made by the Cardholder or upon his instructions or for his benefit. Home Credit reserves the right to require the instructions to be contained or sent in a particular form or the submission of supporting documents.

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25. RECORDING OF COMMUNICATIONS

The Cardholder agrees to the recording of all forms of communications between the Cardholder and Home Credit. Cardholder likewise agrees and expressly consents that the recorded communication may be used by Home Credit or any authorized third party as evidence of the transaction and/or agreement in any legal proceeding.

26. NOTICES AND COMMUNICATIONS

The Cardholder shall promptly notify Home Credit of any changes on the information declared by the Cardholder during the application for the Card, provided that in the absence of such notification, the Cardholder confirms the validity and effectivity of the last known information provided to Home Credit and accepts that any communication provided by Home Credit on such information shall be binding and effective upon the Cardholder.

The Card and any demands, notices, or any other communications contemplated under these Terms and Conditions may be delivered personally, or sent by ordinary post or commercial courier, or by email or SMS, or through Home Credit's mobile application or website, and such communications shall be deemed to have been received by the Cardholder on the day of delivery if delivered by hand or commercial courier, and within five (5) days after posting, if sent by post, or on the date sent via email or SMS by Home Credit to the Cardholder, and at the time of notification to the Cardholder by publication in the Home Credit mobile application or website. Home Credit shall no longer be responsible for the security, confidentiality, or any acts of any respective service providers (email service provider, mobile operator), nor any acts caused by unauthorized use of the Cardholder's email address or phone number.

27. LIMITATION OF LIABILITY

The Cardholder confirms that it will hold Home Credit, its directors, officers, employees, agents, and assignees free and harmless against any claim, suit, liability, and loss or damage of any nature that may arise as a result of or in connection with the use of the Card and transactions made through its use.

Home Credit shall not be liable for any special, consequential, or indirect damages suffered by the Cardholder even if Home Credit has been advised of the possibility thereof. The above provision shall survive the termination, cancellation, or suspension of the Card or the right to use the Card.

28. NON-WAIVER OF RIGHTS

Any waiver of rights by Home Credit shall be made in writing and signed by its duly authorized representative. Any failure or delay on the part of Home Credit in exercising any right or power shall not constitute as waiver of said right or power nor shall partial exercise of rights waive those rights not exercised.

29. AMENDMENTS

Without prejudice to the provisions of Clause 17 on changes to interest rates and/or fees, Home Credit reserves the right to amend these Terms and Conditions at any time for reasons it deems proper and the amended Terms and Conditions shall be effective between Home Credit and the Cardholder 60 days from the time of notification. Home Credit may notify the Cardholder by publication, including through Home Credit's website (website www.homecredit.ph), and/or other means of communication (such as telephone, online customer portal, SMS, push notification, email, social media account, etc.).

30. ASSIGNMENT AND WAIVER

The Cardholder hereby acknowledges that Home Credit shall have the right to assign, discount, sell, or transfer partially or in full its rights and obligations against the Cardholder at any time. The Cardholder hereby gives consent to any such assignment, discounting, sale, or transfer, without further need of executing any other deed or act. The Cardholder shall not claim against the assignee or transferee, as the case may be, any set-off rights or obligations owed by Home Credit to the Cardholder.

The Cardholder hereby acknowledges and agrees that; (i) any such assignment, discounting, sale, or transfer shall conclusively bind the Cardholder; (ii) the Cardholder shall be bound to fulfill and perform all his/her obligations to such transferee or assignee; (iii) the transferee or assignee shall have the authority to collect any amount due from the Cardholder. The Cardholder for this purpose waives any rights he/she may have under Article 1634 of the Civil Code of the Philippines, Republic Act No. 386.

31. GENERAL TERMS AND CONDITIONS

These Terms and Conditions form part of the Credit Card Agreement signed by the Cardholder together with the General Terms and Conditions. In case of inconsistency between any provision of the General Terms and Conditions and of these Terms and Conditions, these Terms and Conditions shall prevail.

32. TAXES, FEES AND EXPENSES

The Cardholder shall assume all taxes, fees, and expenses that may become due in connection with the issuance and use of the Card and/or any other credit facility granted by Home Credit in connection with the Card.

33. COMPLAINTS

Any complaints by the Cardholder pertaining to the use of the Card and/or the Card Account shall be communicated to Home Credit via its Customer Service Channels or through Home Credit's chat team at www.homecredit.ph and the Cardholder shall provide Home Credit with all necessary information and/or documents in order to properly resolve the complaint. For other concerns, Cardholder may call Home Credit's Customer Service at (02) 7753-5711 or e-mail at info@homecredit.ph. To know more about the Customer Service Channels, Cardholder may visit www.homecredit.ph/contact-us/. Home Credit shall conduct a thorough investigation and provide the necessary feedback, clarification, resolution details, updates, to the cardholder within ten (10) business days from receipt of the concern. Home Credit is regulated by the Bangko Sentral ng Pilipinas (BSP) with contact number (02) 8708-7087 and with email address consumeraffairs@bsp.gov.ph

34. DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

The Cardholder acknowledges that he/she may be assisted by a representative of Home Credit in applying for the issuance of the Card. The Cardholder understands that such representative may have interest in the approval of the Cardholder's application.

ACCEPTANCE

The Cardholder confirms having read and understood and agrees to the entire Credit Card Agreement constituting of the above clauses, including the General Terms and Conditions and the Applicant Consent Form. The Cardholder confirms that the Credit Card Agreement and the other documents have been explained to the Cardholder in a language understood by the Cardholder. The Cardholder is aware that Home Credit has agreed to grant the Customer the use of the Card only after the Cardholder has agreed to abide by the terms of this Credit Card Agreement.

Witness: ______________________________

Sales Associate

____

Signature of Customer Over Printed Name

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