EXPRESSLINK AUTOMATIC DEBIT ARRANGEMENT

Customer Enrollment Form for _____ Customers

Customer's Name	Date
Customer Deposit Account to be Debited (BPI Accounts only)	
Company/Merchant	Customer Reference Number
* Please see Customer Reference No. indicated on _____ proof of billing, policy contract, or customer introductory letter to branch.	

TERMS AND CONDITIONS FOR ENROLLMENT UNDER BPI'S EXPRESSLINK AUTOMATIC DEBIT ARRANGEMENT

The Customer, hereby applies with the BANK OF THE PHILIPPINE ISLANDS (the "BANK" or "BPI") for enrollment under BPI's Automatic Debit Arrangement ("Facility") for the payment of his/its billing(s) via automatic debit against the BPI CA/SA Deposit Account specified above (the "Customer Account"). For purposes of effecting payments to the Company/Merchant through the Expresslink (Elink) System ("the Facility"), the Customer agrees to the following terms and conditions:

1. Abide by and comply with the BANK's rules and regulations as well as terms and conditions governing the BANK's Products, Services, Facilities and Channels, the Customer Account and the use of the Facility.
2. Authorize the Company/Merchant and/or the BANK to debit or cause the debiting, from time to time, of the Customer Account for amounts due to the Company/Merchant and, thereafter, to remit the same to the Company/Merchant.
3. Authorize the BANK, its subsidiaries, affiliates, its respective directors, stockholders, officers, employees, representatives, agents, service providers and such other persons or entities engaged by the BANK, whether within or outside the Philippines, to disclose and share information to the Company/Merchant in relation to the existence and status of the Customer Account, enrollment to the Facility, cancellation/termination of such enrollment, reason for debit rejection, or to respond to complaint(s) filed or inquiries made by the Customer, insofar as such disclosure or sharing of information may be required or necessary to enable the BANK to perform its contractual obligations under or in connection with the delivery or implementation of the Facility.
4. Agree and consent, without need of notice, to the collection, recording, organization, storage, updating, retrieval, consultation, use, consolidation, blocking, erasure or destruction, sharing and disclosure (collectively, "process" or "processing") of all information relating to the undersigned, in connection with, or arising from the Facility, by any or all of the following: (i) the BANK, its subsidiaries, affiliates and related interests, whether organized in the Philippines or in other jurisdictions; (ii) credit information/investigation companies, financial institutions, credit bureaus (including but not limited to, the Credit Information Corporation (CIC), pursuant to Republic Act No. 9510 and its implementing rules and regulations), loyalty program partners, consumer reporting or reference agencies, whether based in the Philippines or other jurisdictions; (iii) government regulatory agencies/bodies having authority or jurisdiction over the BANK, its subsidiaries, affiliates and related interests; (iv) entities engaged by the BANK, its subsidiaries, affiliates and related interests to facilitate administration, servicing, and implementation of the Facility, as well as other BANK products, services, facilities and channels; and, (v) such other persons or entities that the BANK may deem as having authority or right to such information, as and when required by the circumstances.
5. Undertake to ensure that the Customer Account shall always have sufficient and free funds to cover all amounts due as billed by Company/Merchant. Any discrepancy between the billed amount and the debited amount shall be resolved entirely between the Customer and Company/Merchant.
6. Acknowledge that billing and other complaints regarding the merchandise and/or services of the Company/Merchant shall be the direct responsibility of Company/Merchant and that the BANK shall not, in any manner, have any obligation to the Customer for matters relating to such complaints.
7. Agree that his/its enrollment under the Facility shall automatically be deemed withdrawn/terminated/cancelled at any time the BANK is unable to debit the amount due by reason of closure of his/its Customer Account, insufficiency of funds, garnishment of deposit, or grounds analogous to the foregoing causes. The Customer may terminate his/its enrollment in the Facility by submitting a written notice of termination/cancellation to the BANK. The Customer further agrees that in case his/its enrollment in the Facility is withdrawn/terminated/cancelled, his/its enrollment may only be reinstated upon the prior approval of the Company/Merchant and the BANK subject to the same terms and conditions for new enrollees.
8. (For Corporate Customers) Represent and warrant that: (i) All appropriate and necessary corporate and legal action has been taken by it to authorize the execution, delivery and performance of these terms and conditions and of the specific agreements to which it is a party; (ii) These terms and conditions and such specific agreements to which it is a party constitute, and when executed and delivered pursuant to these terms and conditions will constitute, its legal, valid and binding obligations, enforceable in accordance with their respective terms; and (iii) there is no provision in its Articles of Incorporation, By-Laws or other constitutive documents, and no provision of any indenture or agreement to which it is a party or by which it or any of its property is bound, nor is there any statute, rule or regulation, or any judgment, decree or order of any court or agency applicable to it, which would be contravened by the execution and delivery of these terms and conditions or the specific agreements to which it is a party or by the performance of any provision, condition, covenant, or other term hereof or thereof.
   (For Individual Customers) For joint accounts, the Customer agrees that all transactions to be made by any of the co-depositors in connection with the Facility are done with the full knowledge and consent of the other.
9. Recognize that the use of the Facility will help expedite payments of due obligations of the Customer to the Company/Merchant and is for the benefit of the Customer and that of the Company/Merchant.
10. To enable the BANK to perform its contractual obligations under the Facility, the Customer hereby agrees to waive his/its rights under the confidentiality and data privacy laws of the Philippines and other jurisdictions, including but without limitation, the provisions of RA No. 1405 (The Law on Secrecy of Bank Deposits), RA No. 6426 (The Foreign Currency Deposit Act), RA No. 10173 (Data Privacy Act of 2012) and such other applicable confidentiality and data privacy laws including all subsequent amendments or supplements thereto (collectively, the "Bank Secrecy and Privacy Laws") and agrees to indemnify and hold the BANK free and harmless from any and all liabilities, suits, damages, claims of whatever kind and nature, expenses, fees and costs that may arise from, or in connection with, the processing of account information maintained with the BANK and implementation of the Facility.
11. Agree and consent that the BANK will not be responsible or liable for any delay, non-performance or failure to perform any of its obligations under this Facility for reasons due to, arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including but without limitation, acts of God, natural disasters calamities, earthquakes, fire, floods, wars, civil or military disturbances, sabotage, acts of terrorism, terrorist attacks, criminal acts or willful misconduct by a party other than the BANK, its officers or employees, epidemics, riots, interruptions, loss or malfunction of utilities, facilities, power outages, electrical or mechanical failure, computer hardware or software failure, system failure or system downtime, network or telecommunication failure, causes or acts attributable to third persons or parties, labor disputes, strikes, walk-outs, riots, lock-outs, rebellion or acts of civil or military authority or governmental actions.
12. Hold the BANK, its subsidiaries, affiliates, its respective directors, officers, employees, representatives, agents, service providers and such other persons or entities engaged by the BANK, whether within or outside the Philippines, free and harmless and indemnified from and against any liability, costs, damages, claims, losses or dispute which may arise in connection with the implementation of this Facility unless the BANK acts with evident bad faith and gross negligence.

_____ Signature over Printed Name

_____ Phone Number / Email Address

FOR BANK USE ONLY	
Encoded/Verified by:	Approved by: