

DIRECT DEBIT (DD) FACILITY MANDATE ENROLLMENT FORM

(For Individual and Corporate Clients)

Date : _____

☐

New Enrolment

☐

Cancellation / Deletion

Payor Information																			
Payor Account Name*																			
Payor Account Number*	<table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																		
Payor Bank Name* (Bank Name of the Payor)																			

Payment Details					
Merchant/Biller Name*					
Merchant/Biller Code* (to be filled out by Biller)					
Subscriber / Reference Number*					
Start Date of Debiting* (mm/dd/yyyy)					
End Date of Debiting* (mm/dd/yyyy)					
Approved Amount Range*					
Type of Payment*	<table><tr><td></td><td>Recurring</td><td></td><td>One-Off</td></tr></table>		Recurring		One-Off
	Recurring		One-Off		

TERMS AND CONDITIONS FOR ENROLLMENT UNDER DIRECT DEBIT (DD) FACILITY (MANDATE ENROLLMENT)

I. Definition of Terms

“Banking Days” means any day on which banks are open for business and conducting financial transactions.

“Biller” or **“Merchant”** means the company or organization that provides a service or product and issues a biller for it which the “Payor” needs to pay. This is identified above as “Merchant/Biller”.

“Direct Debit (DD) Facility” means the payment collection facility that allows billers or merchants, with a duly executed and verified Mandates, to collect and receive payments from its customers, through the Participating Banks.

“Mandate” means the written authorization duly executed by an individual or entity instructing his/her/its bank to (i) debit from time to time from his/her/its account such amounts as may be due and payable to an identified biller or merchant, and (ii) credit the same amount to the merchant’s account maintained with the merchant’s

BANK OF THE PHILIPPINE ISLANDS

Tower One, Ayala North Exchange 6796 Ayala Avenue corner Salcedo St. Legaspi Village, Makati City 1229

For inquiries and comments, please email us at bizlink@bpi.com.ph or call our hotline 8790-1400.

Bank of the Philippine Islands is regulated by Bangko Sentral ng Pilipinas.

bank; provided that, both the payor's and merchant's bank must be a Participating Bank; and provided further, that the relevant Participating Banks have verified and confirmed the written authorization.

"Mandate Enrollment Form" means the signed enrollment form containing the Payor's Mandate.

"Participating Bank" means a bank that is a participant in the Direct Debit (DD) Facility.

"Payor Account" means the Payor's account with the Payor Bank. The details of which are identified above under "Account Name" and "Account Number".

"Payor" means the person or entity identified above under "Account Name".

"Payor Bank" means the Payor's bank where the Account is maintained and identified above under "Payor Bank Name".

II. Effectivity and Termination of the Mandate

1. The Payor acknowledges and agrees that this Mandate Enrollment Form shall constitute his/her/its Mandate and shall take effect within ten (10) Banking Days from the date of submission thereof duly accomplished and signed, subject to successful verification and processing by the Payor Bank and the Biller Bank, and notification to the Biller and Payor. Prior to such effectivity, the Payor shall remain responsible for settling his/her/its obligations directly with the Biller.
2. This Mandate shall remain in force until revoked in writing by the Payor with at least seven (7) Banking Days' prior notice to the Payor Bank. Following revocation, the Biller Bank will notify the Biller within a reasonable time thereafter.
3. Notwithstanding the above, the Payor Bank or Biller Bank may terminate this arrangement immediately in case of account mishandling or fraud, or in compliance with regulatory or legal requirement.

III. Debit Instruction

By executing this Mandate Enrollment Form, the Payor agrees to be enrolled in the Direct Debit (DD) Facility and hereby instructs the Payor Bank to debit from time to time from the Payor Account such amounts as the Biller shall submit through the Direct Debit (DD) Facility, as the amount due and payable by the Payor to the Biller, and credit the same to the Biller Account maintained with the Biller Bank.

IV. Responsibilities of the Payor

1. The Payor shall ensure that the Payor Account has cleared and withdrawable balances sufficient to meet his/her/its payment obligations. If funds are insufficient or unavailable, or if the Payor Account is closed or frozen, the debit shall not be effected, and the Payor undertakes to settle directly with the Biller. No partial debits shall be made. If the Payor Account is closed or frozen, the Payor agrees that Payor Bank shall unilaterally initiate cancellation of the Mandate and enrollment in the Direct Debit (DD) Facility.
2. For joint "AND" accounts, the Payor confirms that all co-depositors consent to the use of this Mandate Enrollment Form. For joint "OR" accounts, the Payor confirms that both co-depositors, acting separately, is allowed to sign, even without the authority of the other depositors named in the account consenting to the use of this Mandate Enrollment Form and warrants under penalty of perjury that all co-depositors are living at the time of transaction.
3. (For corporate clients) The Payor represents and warrants that the execution of this Mandate Enrollment Form is duly authorized by appropriate board resolution and constitutes a valid and binding obligation of the company.

V. Indemnification and Limitation of Liability

1. The Payor agrees to hold the Payor Bank and Biller Bank and their respective directors, officers, employees, affiliates, and service providers, free and harmless from any claims, suits, damages, loss or liabilities arising from or in connection with this Mandate Enrollment Form and his/her/its enrollment in the Direct Debit (DD) Facility, except to the extent such damage or loss is caused directly and solely by the gross negligence or willful misconduct of the Payor Bank or the Biller Bank, as the case may be.
2. The Payor agrees that the Payor Bank and Biller Bank shall not be liable for any delay, failure, or non-performance of obligations due to causes beyond their reasonable control including but not limited to: natural

BANK OF THE PHILIPPINE ISLANDS

Tower One, Ayala North Exchange 6796 Ayala Avenue corner Salcedo St. Legaspi Village, Makati City 1229

For inquiries and comments, please email us at bizlink@bpi.com.ph or call our hotline 8790-1400.

Bank of the Philippine Islands is regulated by Bangko Sentral ng Pilipinas.

disasters, system downtime, power/telecommunication failures, cyber incidents, acts of terrorism, strikes, epidemics, and government actions.

VI. General Provisions

1. This Mandate Enrollment Form shall be governed by and construed in accordance with the laws of the Republic of the Philippines and subject to the relevant terms and conditions of the Payor Bank governing its products, services, facilities and channels, as well as the applicable rules and regulations of the Bangko Sentral ng Pilipinas (BSP), the Philippine Clearing House Corporation (PCHC), and other relevant regulatory agencies.
2. The Payor consents to the Payor Bank and the Biller Bank under the Republic Act (RA) No. 1405 (Secrecy of Bank Deposits), RA No. 6426 (Foreign Currency Deposit Act), RA No. 10173 (Data Privacy Act of 2012) and other applicable confidentiality and privacy laws, to process, disclose and share account and other relevant information with the Biller, relevant clearing entities, regulators authorized service providers, and with each other, in connection with the Payor's enrollment in the Direct Debit (DD) Facility, and the implementation of this Mandate Enrollment Form.
3. The Payor acknowledges that any dispute relating to the billed amount, including any discrepancy between the billed amount submitted by the Biller through the Direct Debit (DD) Facility of the Biller Bank on the one hand, and the debited amount on the other, shall be resolved directly with the Biller. The Payor Bank and Biller Bank shall not be liable for disputes relating to billing.

Signed,

Signature over Printed Name

Authorized Company/Account Holder Signatory

Signature over Printed Name

Authorized Company/Account Holder Signatory

BANK OF THE PHILIPPINE ISLANDS

Tower One, Ayala North Exchange 6796 Ayala Avenue corner Salcedo St. Legaspi Village, Makati City 1229

For inquiries and comments, please email us at bizlink@bpi.com.ph or call our hotline 8790-1400.

Bank of the Philippine Islands is regulated by Bangko Sentral ng Pilipinas.