

PETRON FLEET CARD – ADMIN CARD STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.** As used herein, the term “Agreement” shall refer to this Petron Fleet Card – Admin Card Standard Terms and Conditions, “Petron” shall refer to Petron Corporation, “Cardholder” shall refer to the entity identified below who has availed of the Petron Fleet Card – Admin Card services, “Parties” shall refer to both Cardholder and Petron, “Party” shall refer to either Petron or Cardholder, and “Card” shall refer to the Petron Fleet Card – Admin Card(s) issued by Petron for the account of the Cardholder.
2. **THE CARD.** The Card is the exclusive property of Petron. The Card may be cancelled and its privileges may be terminated by Petron at any time and for whatever reason without notice to the Cardholder. The Cardholder agrees to surrender the Card upon demand of Petron. The Cardholder agrees to hold Petron free and harmless from any and all claims, fees, liability and damages, arising from such cancellation, termination and/or surrender. The Card should only be used to serve the fuel requirements of the Cardholder. Fuel purchased using the Card must not be sold or distributed to internal/external accounts of the Cardholder.
3. **ACTIVATION.** Activation of the Card is subject to Petron's policies and procedures, which may include the Cardholder's submission of and/or compliance with various requirements. Upon activation of the Card, the Cardholder agrees that purchases made on the Card shall be valid and made in behalf of the Cardholder. Petron reserves the right to deactivate the Card without any obligation to disclose the reason therefor. The Cardholder shall hold Petron free and harmless for any claim arising from the deactivation and/or non-activation of the Card.
4. **EFFECTIVITY AND TERMINATION.** The Card shall be valid from the day of its issuance until the Card is surrendered by the Cardholder or terminated for any reason whatsoever, whichever comes earlier.
5. **PARTICIPATING MERCHANTS.** The Card may be presented for use in participating merchants such as Petron service stations and/or other partner establishments. The list of participating merchants may be subject to modification without prior notice to the Cardholder. Petron shall not be responsible or liable to the Cardholder, if for any reason, the Card is not honored. The existence of any dispute or claim between the Cardholder and the participating merchant shall not affect the Cardholder's obligation to pay Petron its outstanding obligations including penalties, interests and other charges thereon.
6. **CARD FEATURES AND BENEFITS.** The Card entitles the Cardholder's nominated driver(s), vehicle(s) and/or equipment as approved and received by Petron to make purchases of various Petron products and services (within the purchase limits granted by Petron and subject to the restrictions of the Card) and to avail of certain benefits. Petron has the right to change, alter, revise or modify features and benefits of the Card upon notice to the Cardholder. Thereafter, the Cardholder's continued use of the Card shall be deemed as the Cardholder's agreement and conformity to all said modifications.
7. **PRODUCTS AND SERVICE OFFERS.** The Cardholder hereby allows and authorizes Petron, Petron's parent company, subsidiaries, affiliates, and agents to offer selected products and services to the Cardholder through mail/e-mail/fax/short message services or by telephone. As applicable, this constitutes the Cardholder's consent for any processing, use, transfer and disclosure of the names, addresses, contact details, account and other relevant information of the Cardholder's nominated driver(s) for the purposes indicated above.
8. **CARDHOLDER'S RESPONSIBILITIES.** The Cardholder's responsibilities shall include, but shall not be limited to the following:
 - a. Review the current and any updated version(s) of Petron's policies and procedures as may be applicable to the Card.
 - b. Use the Card in accordance with Petron's terms and conditions, policies and procedures, circulars and other issuances now existing or released by Petron in the future.
 - c. Be accountable for all charges made through the Card including all interests, penalties, fees and other charges without the necessity of proof of signed transaction receipts.
 - d. Ensure that the Fleet Card Transaction Slip accurately reflects any and all purchases charged to the Card. In the absence of a disputed transaction report received from the Cardholder stating the complete transaction details and circumstances of the dispute within thirty (30) days from the date of the transaction, the Fleet Card Transaction Slip shall be deemed as final and conclusive.
 - e. Retain the Fleet Card Transaction Slips for transactions using the Card.

- f. Maintain the Card with the highest level of security.
 - g. Understand that misuse of the Card will result in the automatic suspension/termination or deactivation of all privileges related to the Card.
9. **PURCHASE LIMITS.** Upon approval of the Cardholder's account, purchase limits may not be modified except with the prior written consent of Petron. The Cardholder recognizes that the limits set on the Card, as applicable, during account opening such as but not limited to the Frequency Limit per Day, Transaction Limit, Daily Limit and Monthly Limit are electronic system settings only and should not be the basis for the Cardholder's refusal to pay its outstanding obligations. The Cardholder agrees to pay all purchases made on the Card regardless of whether said purchases exceed the limits earlier set.

10. **BILLING STATEMENT.** A monthly Billing Statement ("Bill") will be given to the Cardholder. In case the Cardholder does not receive the Bill within the succeeding month, the Cardholder shall immediately inform Petron of such fact. In the absence of any report of non-receipt of the Bill, the Cardholder shall be deemed to have received the same. The absence of the Bill or the Cardholder's failure to receive the same shall not relieve the Cardholder from the timely payment of all charges arising from the use of the Card. The Bill shall form an integral part of this Agreement.

In the event of any error in the Bill, the Cardholder shall immediately notify Petron of the said error. If no error is reported within thirty (30) calendar days from the date of the Bill, the Cardholder agrees and confirms that the Bill shall be deemed as final and conclusive. The Cardholder hereby waives the presentation of the charge/transaction slips to prove the validity of the transactions in the Bill.

If the Cardholder notifies Petron of a dispute in the Bill, the Cardholder shall have the option not to pay the disputed amount while Petron is conducting an investigation, but the Cardholder must pay such portion of the total outstanding balance which is not in dispute on or before the payment due date. Petron shall treat the disputed amount as an outstanding balance against the Cardholder's applicable purchase limit. If after Petron's investigation, the Cardholder's claim is established to be valid, the Cardholder shall not be liable to pay interest charges and late payment charges related to the disputed amount only. Otherwise, the Cardholder shall be liable to pay the disputed amount, the corresponding interest charges and late payment charges due thereon computed from the transaction date up to the date of actual payment. The Cardholder hereby accepts that Petron's findings after the investigation shall be conclusive. Petron reserves the right to qualify the type of transactions/charges that may be considered for dispute.

11. **PAYMENT.** The Cardholder agrees to pay the amount due stated on the Bill on or before the last day of payment indicated on the Bill ("Due Date"). Failure to pay the amount due on the Due Date shall bear the appropriate penalty of three percent (3%) per month, where a fraction of a month shall be considered one (1) month. Petron shall have the right to change the rate of the penalty provided that reasonable notice thereof is given to the Cardholder.

In the event of Cardholder's non-payment of charges, fees and other obligations incurred from the use of the Card in whole or in part, Petron shall have the irrevocable authority to automatically set-off and apply without notice to the Cardholder, all the funds, salaries, credits, securities, moneys, and/or accounts receivables that may be in the possession of Petron (and/or Petron's parent company, affiliates and subsidiaries) and are due or owing to the Cardholder, as payment for the unpaid charges, fees and other obligations and to suspend, cancel or terminate the use of the Card or withdraw the privileges of the Cardholder, which shall be without prejudice to other remedies that may be availed of by Petron under this Agreement, the law or in equity.

12. **FEES AND CHARGES.** The Cardholder shall pay the Joining Fees and Annual Membership Fees for the privileges of membership and use of the Card. Petron reserves the right to change at any time the amount, rate, types and/or basis of calculation of all fees and charges payable by the Cardholder.
13. **TAXES.** The Cardholder agrees to pay any and all taxes, related fees and other charges on the Card transactions, now existing or as may be imposed in the future.
14. **LOSS, THEFT AND MISUSE.** The Cardholder shall immediately report to Petron in writing if the Card is lost or stolen. If the Card is lost or stolen, the Cardholder shall be liable to pay any and all transaction/s made on the Card prior to reporting the loss or theft to Petron. The Cardholder agrees to pay the fee as may be charged by Petron for the replacement of the Card. In case of disputed charges billed to the Cardholder, the Cardholder understands that Petron may temporarily reverse such charges while conducting an investigation of the claim. However, if Petron's investigation proves that the disputed charges were validly made, purchases and charges thereon by the Cardholder will be reinstated in the Bill with retroactive interest charges which shall all be payable by the Cardholder.

The Cardholder shall be liable for the payment of any and all obligations or charges arising from the use of the Card, which are attributable to any improper and/or fraudulent use of the Card by its officers, employees, agents and other representatives. Petron shall not be liable for any loss or damage suffered by the Cardholder due to the said misuse of the Card. Corresponding penalties may be charged to the Cardholder if proven that the Card was misused by any of their officers, employees, agents and other representatives.

15. **REPRESENTATIONS AND WARRANTIES.** The Cardholder represents and warrants that the Cardholder:

- a. has the legal capacity to enter into this Agreement and the Cardholder's representative(s) herein is/are duly authorized to bind the Cardholder such that the obligations herein shall be given full force and effect.
- b. did not give, nor promise to give, any sum or money, gift or any material favor/consideration to any officer or employee of Petron for the purpose of entering into this Agreement.
- c. is in compliance with all applicable laws, whether national or local, all clearances, consents, permits and licenses from proper governmental or regulatory authorities and other entities for the application and use of the Card have been secured and the execution and performance of this Agreement does not and will not violate, conflict with, or result in breach of, or constitute a default under: (i) its applicable charter and constitutive documents; (ii) any applicable laws, or (iii) any contract, agreement, instrument, franchise, or similar restriction by which the Cardholder or any of its assets is bound or subject.
- d. has obtained the required consents, as applicable, of its directors, officers, employees, personnel, contractors, agents, and other representatives whose personal, sensitive and/or privileged information may be disclosed to Petron in connection with this Agreement.

16. **SURETYSHIP.** It is understood that the directors, officers, guarantor(s), and/or surety(ies) of the Cardholder shall be jointly and severally liable with the Cardholder for the payment of any and all charges, fees and other obligations incurred from the use of the Card.

17. **CANCELLATION.** The Cardholder may voluntarily cancel the Cardholder's account through a written request of cancellation, provided that all outstanding charges including fees, interests and penalties of the Cardholder are settled within such period as may be required by Petron and that all Cards must be surrendered to Petron.

18. **CHANGES.** The Cardholder shall promptly inform Petron in writing of any change in billing address or any other pertinent information regarding the Cardholder's account.

19. **LIMITATION OF LIABILITY.** In the event of any action which the Cardholder may file against Petron for any cause whatsoever, the Cardholder agrees that Petron's liability shall not exceed the amount of Five Thousand Pesos (Php5,000.00) or the actual damages suffered by the Cardholder, whichever is lesser.

20. **DATA PRIVACY.** The Parties shall comply with the applicable provisions of the Data Privacy Act of 2012, also known as Republic Act No. 10173, its implementing rules and regulations, the issuances and circulars of the National Privacy Commission, as well as other applicable personal data privacy and protection laws and regulations ("Privacy Laws"). At all times, the Parties shall implement the appropriate and reasonable level of organizational, physical, and technical security measures to ensure the confidentiality, integrity, and availability of any personal information and sensitive personal information as defined under the Privacy Laws ("Personal Data") that may be processed pursuant to this Agreement and the Privacy Laws. In the event that any Personal Data shall be disclosed in relation to this Agreement, the Party disclosing such Personal Data shall ensure that the required consents under the Privacy Laws have been obtained from the relevant Data Subjects (as defined under the Privacy Laws).

21. **DISCLOSURE.** The Cardholder hereby consents to the transfer, disclosure and communication of any information relating to the Cardholder from Petron to its parent company, subsidiaries, affiliates, agents and representatives and third parties duly engaged by Petron (collectively referred to as the "Receiving and Disclosing Parties"), for processing, use and storage in connection with the provision of products and services to the Cardholder, customer satisfaction surveys, product and service offers made through mail/e-mail/facsimile/short message service or telephone, review, reporting, statistical and historical data analysis and risk management purposes. In addition to the foregoing, Petron or any of the Receiving and Disclosing Parties may transfer and disclose any information as may be required by applicable laws, rules, regulations, order and other issuances by court or government agency without need of notice to the Cardholder. All information disclosed by the Cardholder shall be retained for such period of time as required or allowed under applicable laws, rules and regulations.

22. **NOTICES.** All written communications relative hereto may be sent to the Cardholder at the billing address and/or e-mail address provided in the Cardholder's application form or at such address that the Cardholder may hereinafter give to Petron in writing. The mere act of sending any communication by personal delivery, mail,

telegram or e-mail, as applicable, shall be valid and effective notice to the Cardholder for all legal purposes and the fact that any such communication is not actually received by the Cardholder, or has been returned to Petron or that no person is found in the billing address, or that such billing/e-mail address is fictitious or cannot be located shall not excuse or relieve the Cardholder from the effects of such communication.

23. **AMENDMENTS.** Petron may, at any time, change or modify this Agreement for whatever reason it may deem proper and necessary upon written notice to the Cardholder.
24. **TRANSFER OF RIGHTS.** All rights and interests of Petron under this Agreement may be transferred or assigned by Petron to another party upon written notice to the Cardholder.
25. **SEPARABILITY CLAUSE.** Should any provision of this Agreement be declared null, void or unenforceable by any competent government agency or court, this shall not affect the other provisions of this Agreement which are capable of severance and which will continue unaffected. The Parties agree that any provision declared, null, void or unenforceable by any competent government agency or court shall be replaced with valid or enforceable provisions as closely aligned with the original intent of the Parties as possible.
26. **GOVERNING LAW, DISPUTE RESOLUTION, VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. As much as possible, disputes shall be settled amicably between the Parties. However, if it becomes necessary for either Party to go to court to enforce its rights, hereunder, it is agreed upon that venue shall be the appropriate courts of Mandaluyong City, Metro Manila, to the exclusion of all other courts. The Party not prevailing in court shall pay the other Party a reasonable compensation for attorney's fees amounting to the actual expense of litigation but in no case lower than One Hundred Thousand Pesos (Php100,000.00).
27. **OTHER PROVISIONS.** The terms and conditions, reminders and other provisions contained in the Bill, Transaction Slips, Welcome Letters, Welcome Kits and such other documents, instruments, forms in relation to the Card, and such rules and regulations promulgated by Petron from time to time are made integral parts hereof by reference and shall govern the use of the Card issued hereunder.

By availing of the Card and signing below, the Cardholder hereby agrees to be bound by the Petron Fleet Card – Admin Card Standard Terms and Conditions.

Signature Over Printed Name / Date Signed
(Authorized Signatory)

Company Name

Account No.