



EXPRESSLINK AUTOMATIC DEBIT ARRANGEMENT
Customer Enrollment Form for Toyota Financial Services Philippines Customers

Customer's Name					Date				
Customer Deposit Account to be Debited									
For 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 undersigned, hereby applies with the BANK OF THE PHILIPPINE ISLANDS (BPI) for enrollment under BPI's Automatic Debit Arrangement ("Facility") for the payment of his/its bill via the automatic debiting of the BPI CA/SA Deposit Account as indicated above (the "Customer Account"). For purposes of effecting payments to the Company/Merchant through the Expresslink (Elink) System ("the Facility"), the undersigned:

- 1. Shall abide by the BPI's rules and requirements for maintaining the Customer Account and agrees to abide by/comply with BPI's rules and requirements for the use of the Facility.
- 2. Authorizes the Company/Merchant and/or BPI to debit or cause the debiting of the Customer Account of amounts due to the Company/Merchant from time to time, and thereafter, shall remit the same to the Company/Merchant.
- 3. Authorizes BPI to release information to Company/Merchant in relation to the existence and status of the Customer Account, enrollment to the Facility, cancellation/termination of such enrollment, and reason for debit rejection, insofar as such disclosure of information may be required or necessary in the implementation of the Facility.
- 4. Authorizes the Company/ Merchant or its agents to know and access such information as may be required or necessary in the implementation of the Facility, such as but not limited to, existence and status of the Customer Account and reason for debit rejection, if any, which information are or may be covered under R.A. 1405 (The Law on Secrecy of Bank Deposits).
- 5. Undertakes 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 undersigned and Company/Merchant.
- 6. Acknowledges 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 BPI shall not, in any manner, have any obligation to the undersigned for matters relating to such complaints.
- 7. Agrees that his/its enrollment under the Facility shall automatically be deemed withdrawn/terminated at any time BPI 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 undersigned, on the other hand, may terminate his/its enrollment in the Facility by submitting a written notice of termination/cancellation to BPI. The undersigned further agrees that in case his/its enrollment in the Facility is cancelled/terminated, his/its enrollment may only be reinstated upon the approval of Company/Merchant subject to the same terms and conditions for new enrollees.
- 8. (For Corporate Customers) Represents and warrants that: (a) 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; and (b) 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 term. There is no provision in its Articles of Incorporation, By-Laws or other constitutive documents of the undersigned, 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 judgement, 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.
- 9. (For Individual Customers) For joint accounts, it is hereby understood and agreed that all transactions to be made by any of the undersigned in connection with the Facility are done with the full knowledge and consent of the undersigned's co-depositor/s.
- 10. Recognizes that the use of the Facility will expedite payments of the obligations of the undersigned to the Company/Merchant and is for the benefit of the undersigned and that of the Company/Merchant.
- 11. Holds BPI free and harmless and indemnified from any and all damages, liabilities, suits or causes of action arising from the implementation/operation of the Facility, fortuitous events and any interruption, suspension or discontinuance of the Facility due to technical or mechanical causes and/or errors.

Customer/s Name and Signature		Contact Details
FOR BANK USE ONLY		
Encoded/Verified by:		Approved by:

****PLEASE TURN TO BACK PAGE.**

	AUTHORIZATION TO DEBIT ACCOUNT FOR TOYOTA FINANCIAL SERVICES PHILIPPINES
I. Terms and Conditions I/We hereby acknowledge and accept the following terms and conditions: <div><div>1.</div><div>BPI is authorized to disclose to TFSPH any matter pertaining to the status of payment as may be necessary for the operation of this AUTHORIZATION TO DEBIT ACCOUNT ARRANGEMENT (ATDA). This acts as waiver on Republic Act 1405 (Bank Secrecy Law).</div></div> <div><div>2.</div><div>The amount given by TFSPH as my monthly amortization shall be debited from the my/our enrolled deposit account on the due date stated in my/our Promissory Note with Chattel Mortgage or Contract of Lease. It is agreed and understood that I/we shall maintain sufficient balance to cover the monthly amortization and other required amounts, if any, for maintaining my/our deposit account with BPI;</div></div> <div><div>3.</div><div>Only the cleared and withdrawable balance of my/our account shall be debited. Non-debiting of my/our account due to unavailability or insufficiency of funds shall be ground for cancellation of the debit arrangement even without prior notice to me/us. In case the debit arrangement has been cancelled, it shall be my/our obligation to settle my/our monthly amortization, penalties, interest and other charges which may accrue at the TFSPH offices or through other payment channels maintained by TFSPH;</div></div> <div><div>4.</div><div>The amount to be debited from the my/our enrolled deposit account shall be final and conclusive insofar as BPI is concerned and any complaints regarding any debit transaction under this ATDA or any discrepancy whatsoever, shall be taken up by me/us directly to TFSPH;</div></div> <div><div>5.</div><div>Any claim which may arise from any discrepancy between the amount/s debited from my/our enrolled account and that stated in my/our Promissory Note with Chattel Mortgage or Contract of Lease shall be resolved with TFSPH;</div></div> <div><div>6.</div><div>Payments made shall be for current dues only. Payments for past due or overdue accounts shall be made directly to the collection offices of TFSPH. Payments for current dues accepted by BPI shall be deemed as adequate payment to TFSPH;</div></div> <div><div>7.</div><div>For enrolled joint "or" accounts, I/we hereby agree and understand that any and all transactions done by me/us/any of us through the ATDA are done with the consent of all of my/our co-depositor/s. Further, I/we declare under the penalties and perjury that all of my/our co-depositor/s is/are living at the time of such transaction/s;</div></div> <div><div>8.</div><div>For enrolled corporate accounts, I/we hereby agree that the ATDA transactions are authorized by my/our company's board resolution covering my/our account maintenance with BPI;</div></div> <div><div>9.</div><div>BPI shall not be obligated to present any evidence of payment to me/us. The bank statement showing debits from the account shall be considered such evidence. It shall be the responsibility of TFSPH to issue official receipts upon my/our request;</div></div> <div><div>10.</div><div>I/we may terminate this agreement anytime only upon written notice to and approval of TFSPH;</div></div> <div><div>11.</div><div>The ATDA agreement between BPI and TFSPH may be cancelled anytime by either party without need of prior written notice of termination to me/us;</div></div> <div><div>12.</div><div>All terms and conditions of my/our account agreement with TFSPH insofar as not inconsistent herewith shall remain in full force and effect.</div></div> <div><div>13.</div><div>I/We understand that this Agreement shall not in any way supplant, amend, or modify the Note or the Contract which I/ we executed with TFSPH. In case of conflict between this Agreement and the said Note or Contract, the provision of such Note or Contract shall prevail.</div></div>	

Borrower's Signature Over Printed Name

Co-Borrower's Signature Over Printed Name

Date