

RCBC VIRTUAL MyWALLET CARD

The RCBC Virtual MyWallet Cash Card ("**Virtual Card**") is a prepaid, reloadable, multi-purpose electronic value card without the issuance of a physical prepaid card. This can be used for limited banking and other lawful transactions, local and international, as may be applicable. The Virtual Card is non-transferable. As used hereunder, "**Cardholder**" shall refer to the named or designated owner of the Virtual Card.

A Cardholder may be issued with several Virtual Cards, whether at the same time or otherwise; provided that total aggregate monthly load of all Virtual Cards issued to Cardholder shall not exceed the load limit prescribed by RCBC in accordance with BSP regulations.

TERMS AND CONDITIONS GOVERNING THE ISSUANCE AND USE OF RCBC VIRTUAL MyWALLET CARD

1. **Card Ownership** – The Cardholder acknowledges that his/her Virtual Card will remain the property of RCBC and that RCBC, at its sole discretion, may close/cancel/revoke the Virtual Card or terminate/suspend its privileges at any time without prior notice if the Cardholder violates any of the Terms and Conditions stated herein, or if RCBC or its Authorized Partner is required by law to do so, or for any reason whatsoever.
2. **Documents and Information for Card Opening** – The Cardholder represents and warrants that all documents, including identification papers/cards, presented or to be presented, and all information provided or to be provided by the Cardholder to RCBC or its Authorized Partners in connection with the Cardholder's application for the opening of, or for any transaction under, any and all present and future Virtual Cards with it are all genuine, true, complete and valid and that the said documents have not been cancelled or revoked and the information correct and subsisting as of the date they were provided to RCBC or its Authorized Partners. The Cardholder also warrants that he/she will submit the documents and information required by RCBC and/or its Authorized Partners in relation to such card opening within the required period as may be imposed by RCBC and its Authorized Partners. Failure to submit said documents or information shall result in closure of the Virtual Card/s. The Cardholder also warrants that, in case of any change in the submitted documents and information, the Cardholder will immediately inform the RCBC or its Authorized Partner which issued the Virtual Card to the Cardholder, in writing and submit all relevant documents and information in relation to such change; otherwise, communication sent to the last correspondence details given shall be deemed to have been received by the Cardholder.
3. **Card Activation and Load Limit** – The Virtual Card is not yet activated upon issuance. Client will be informed of the activation within 24 to 36 hours therefrom. The total amount that can be loaded to the Virtual Card or to all Virtual Cards (in aggregate) of a Cardholder shall not exceed the prescribed load limit of RCBC amounting to **PHP50,000.00**. The "**Load Limit**" pertains to the total amount that can be loaded/reloaded in the Virtual Card or to all Virtual Cards (in aggregate) per month, per Cardholder, as approved by the Bangko Sentral ng Pilipinas (BSP) or other guidelines as may be issued

by the BSP from time to time. RCBC reserves the right to increase/decrease the Load Limit as approved by the BSP.

4. **Responsibility of the Cardholder** – The care and safety of the Virtual Card is the sole responsibility of the Cardholder. The Cardholder agrees that he/she:
 - a. is responsible for the confidentiality of transaction done or consummated through the use of the Virtual Card which shall be charged against the load balance of the Virtual Card (**the “Load Balance”**);
 - b. will accept full responsibility for all transactions processed through the use of the Virtual Card, whether or not processed with Cardholder’s knowledge or by his/her authority; RCBC will not be liable whatsoever for any such transaction, whether or not processed with the knowledge of or authority by the Cardholder.

5. **Card Usage** – The Virtual Card can be used by the Cardholder to effect the following transactions:
 - a. Inquiry on Load Balance through RCBC Online Banking (ROR)
 - b. Pay Merchant/Utility Bills through ROR
 - c. Purchase items/goods/services at accredited merchants via online payments
 - d. Receive funds from another MyWallet Regular Card, or from RCBC Current/Savings Account
 - e. Other uses, functionalities, features and facilities that may be allowed by RCBC in the future. Any change/development/enhancement on the Virtual Card shall be posted either through its network of branches, official website and/or other means available in the future.

RCBC reserves the right to impose single day Card Transaction ceiling amounts and other conditions on all of its channels as it may deem proper.

6. **Card Reload** – The Virtual Card can be reloaded with additional amount within its validity period, provided the Load Limit has not exceeded. Loading of additional amount/s to the Virtual Card may be funded only through cash-initiated transactions via the counters of RCBC and/or RSB branches, authorized loading stations, electronic channels such as, but not limited to, ATMs and the Internet through fund transfers and such other means as may be prescribed by RCBC. No check/s shall be accepted to reload a Virtual Card. A processing fee will be charged if reloading is done over the counters of RCBC and/or RSB branches and its authorized loading stations.

7. **Cash Drawing** – The Cardholder acknowledges and agrees that Cash Drawing is not allowed for Virtual Card.

8. **Card Suspension** – RCBC may suspend the use of the Wallet Card, without need for notice to the Cardholder, if at any time RCBC deems it necessary such as, but not limited to, inaccurate information contrary to identification document provided. The use of the Wallet Card will be automatically suspended if reported compromised or for any justifiable reason under Section 12 hereof.

9. **Card Inactivity** – The Virtual Card shall be placed in inactive status if there are no transactions, such as, but not limited to, balance inquiry, re/loading, online transactions, after twelve (12) consecutive months from its activation or the last transaction date, whichever is later. A fee for an inactive Virtual Card shall be automatically deducted from the Load Balance on the first (1st) day of the thirteenth (13th) calendar month following the month of activation or the last transaction date, whichever is later, and every month thereafter. Once the Load Balance of the inactive Virtual Card becomes zero, the same will automatically be suspended.

Kung ang Virtual Card ay hindi nagamit sa loob ng labindalawang (12) magkakasunod na buwan mula sa araw ng pagkakaloob o huling transaksyong gamit ito, alinman ang mas huli, ang Virtual Card ay agad-agad malalagay sa inactive status. Maaaring maningil ang RCBC ng inactivity fee sa unang (1st) araw ng ika-labingtatlong (13th) buwan pagkatapos ng buwan ng activation o huling transaksyon, alinman ang mas huli. Sa oras na maubos ang balanse ng Virtual Card, ito ay magiging suspendido kaagad.

10. **Card Closure** – RCBC reserves the right to close/cancel/revoke a Virtual Card without prior notice to the Cardholder in cases where there is zero balance for one (1) year or when it is conducted in any other manner not proper and satisfactory to RCBC (including mishandling of the Virtual Card), or if the Cardholder is found to be involved in fraud or in an attempt to defraud, or the Virtual Card is being used as a tool for the commission of a crime, or when the continued existence of the Virtual Card will prejudice RCBC's interest in any way, in RCBC's sole discretion. In the event a Virtual Card is closed/cancelled/revoked (for any reason), RCBC is further authorized to report such closure/cancellation/revocation and the reason/s therefor to the BSP, Bankers Association of the Philippines (BAP), Anti-Money Laundering Council (AMLC), U.S. Internal Revenue Service (IRS) and/or other appropriate government agency, office or body. RCBC shall not be liable for damages, claims and demands of whatever kind or nature, in connection with or arising from the closure/cancellation/revocation of a Virtual Card and/or the reporting by RCBC of the Virtual Card's closure/cancellation/revocation and the reason/s therefor to the BSP, BAP, AMLC, U.S. IRS and/or other appropriate government agency, office or body.
11. **Expiry and Renewal** – The Virtual Card shall remain valid until the indicated expiry date of the Virtual Card, unless earlier terminated by RCBC or voluntarily returned by the Cardholder. The Load Balance as of the date of expiration of the Virtual Card can be transferred to a new MyWallet Card, upon Cardholder's request, and is subject to the approval of RCBC and/or the Authorized Partner. If the Cardholder opts not to get a new MyWallet or Virtual Card, the old Virtual Card shall be placed in inactive status if there are no transactions after twelve (12) consecutive months from the last transaction date and will be subject to the inactivity fee under section 9 hereof.
12. **Compromised Card** – Compromised Virtual Card shall be immediately reported by the Cardholder to RCBC Customer Care at +63-2-877-7222 or if abroad, via RCBC toll-free numbers as reflected in the official RCBC website.. Pursuant to the sole responsibility of the Cardholder for the care and safety of the Virtual Card under Section 4 hereof, all transactions generated through the use of the

compromised Virtual Card shall be deemed conclusively binding upon the Cardholder, and RCBC and/or its Authorized Partner will not be liable for any loss or damage incurred by the Cardholder. Subject to presentation of Incident Report Affidavit, valid ID, and other requirements as may be prescribed by RCBC and/or its Authorized Partner, and provided that the compromised Virtual Card is not expired at the time it is reported compromised, a new Virtual Card will be issued to the Cardholder. The Load Balance, if any, of the compromised Virtual Card may be transferred to the new Virtual Card after deducting any processing fee/s which may be due to RCBC on the next banking day, subject to the presentation of the documents required in the immediately preceding sentence.

Sumasang-ayon ang Cardholder na kinakailangang tumawag agad sa RCBC Customer Care sa numerong +63-2-877-7222, at kung nasa abroad, tumawag sa mga toll-free numbers na makikita sa website upang ipaalam ang nakompromisong Virtual Card. Alinsunod sa personal na responsibilidad ng Cardholder na pangalagaan at ingatan palagi ang Virtual Card ayon sa Section 4 ng dokumentong ito, kung sakali mang nagamit ang Virtual Card bago ito nareport, ang anumang pagkawala o pagkabawas ng pera ay para sa account ng Cardholder at hindi responsibilidad ng RCBC o ng Authorized Partner. Maaaring makakuha ng bagong Virtual Card ang Cardholder kapag hindi pa paso ang nakompromisong Virtual Card, at kapag nagbigay ng Incident Report Affidavit, valid ID at kahit anong dokumento na maaaring hingin ng RCBC o ng Authorized Partner. Sumasang-ayon rin ang Cardholder na maaari lamang makuha ang anumang nalalabing balanse sa nawalang Virtual Card sa pamamagitan ng paglipat sa bagong Virtual Card na may karampatang service fee sa susunod na banking day matapos magbigay ng kaukulang dokumento na nakasaad sa dito sa section na ito.

13. **U.S. Person Declaration** – If the Cardholder is a U.S. person (i.e., a citizen or lawful resident [green card holder] of the United States of America), the Cardholder shall identify himself/herself as one, provide RCBC with his/her U.S. taxpayer identification number, and comply with all information and documentary requirements under U.S. regulations/agreements. The Cardholder hereby declares under penalty of perjury that:
 - a. the U.S. taxpayer identification number provided is true and correct; and
 - b. he/she agrees to waive any bank secrecy, privacy or data protection rights related to the Cardholder's Virtual Card/s.

15. **Card Purchase** – The Virtual Card shall be obtained only from RCBC Online Banking. Any purchase of the Virtual Card made from any other person/entity not accredited nor expressly recognized or authorized by RCBC is not allowed.

16. **Fees and Charges** – RCBC shall charge processing fees in view of the services provided in the Virtual Card. The details of such fees and charges shall be reflected in the sales kits/flyers to be made available in RCBC Branches, official website and other channels as prescribed by the Bank. RCBC reserves the right to unilaterally change the fees and charges. Any such change shall be posted either through RCBC's network of branches, official website and/or other means available in the future. The Cardholder agrees to pay all applicable fees, charges and/or penalties relative to the Virtual Card and

authorizes RCBC to automatically debit the amounts thereof and other Cardholder liabilities, at RCBC's sole option, from the Load Balance of the designated Virtual Card of the Cardholder.

Sumasang-ayon ang Cardholder na maaaring maningil ang RCBC para sa mga produkto, serbisyo at mga pasilidad na ibinibigay ng Virtual Card. Sumasang-ayon din ang Cardholder na magbayad ng anumang pangkasalukuyang charges tulad ng service fees, loading fees o anumang uri ng fees sa RCBC na makikita sa mga sales kits at flyers, website o sa iba pang communication channel ng RCBC. Ang RCBC ay maaaring magdagdag ng service fees o baguhin ang halaga ng nasabing service fees anumang oras na maaaring ipagbigay alam sa pamamagitan ng anunsyo sa mga sangay ng RCBC, website o iba pang communication channels ng RCBC. Sumasang-ayon ang Cardholder na magbayad ng applicable fees, charges o penalties hinggil sa Virtual Card o ano mang liability ng Cardholder, at pumapayag ang Cardholder na agarang ibawas ang mga amount na ito sa Load Balance ng Virtual Card ng Cardholder.

17. **Accredited Merchants** – RCBC has entered into an agreement with accredited Merchants whereby Virtual Card/s may be used for the purchase of items/goods/services will be honored by the accredited Merchants. However, RCBC shall not be liable to the Cardholder if for any reason, the Virtual Card is not honored. The Cardholder agrees to hold RCBC free and harmless from any and all claims for damages as a result of the failure of any accredited Merchant to honor the Virtual Card.

Furthermore, RCBC shall not be responsible for any defective item/good/service purchased through the Virtual Card. The Cardholder agrees to refer any and/or all complaints regarding items/goods/services purchased using the Virtual Card directly to the Merchant.

18. **Conversion Rate** – For purchase of items/goods/services not in Philippine Peso, the local currency of the country where the Virtual Card is used shall be applied. Transactions made using the Virtual Card will be converted at the exchange rate (IRR) on the date the transaction is posted. A fee shall be charged on the converted amount of foreign transactions representing the Bank's service fee and any assessment fee/s charged by Visa and/or other affiliations as may be prescribed by the Bank. Payment transactions made online using the Virtual Card are subject to the regulations, controls, or limitations imposed by the merchant, institution and/or country.

19. **Dispute** – In case of any dispute of Cardholder with a merchant to whom payment of items/goods/services is effected through the use of the Virtual Card, the Cardholder hereby acknowledges that such dispute arises from a private transaction that is personal between him/her and the merchant and shall hold RCBC free and harmless therefrom. RCBC shall not be liable to the Cardholder for any amount claimed from the merchant or any amount due to the Cardholder from the merchant and/or fees and charges that the Cardholder may incur and/or the time the Cardholder may consume in connection with the dispute. Furthermore, RCBC will not be held liable for any defective and/or undelivered product or service purchased through the Virtual Card. The Cardholder agrees to refer any and/or all complaints regarding items/goods/services purchased using the Virtual Card directly to the merchant.

20. **Handling of Complaint/s** – Except as otherwise provided under Sections 17 and 19 hereunder, any other complaint regarding the use of the Virtual Card and Virtual Card transactions shall be communicated to RCBC Customer Care via phone at +63-2-877-7222, Domestic Toll Free No. at 1-800-10000-72222, International Toll Free No. at (International Access Code)+800-8888-7222, or via e-mail at customercontact@rcbc.com.

Para sa mga tanong at reklamo tungkol sa paggamit ng Virtual Card at sa mga transakcyong gamit ito, maliban kung hindi alinsunod sa nakasaad sa Sections 17 at 19, makipag-ugnayan lamang sa RCBC Customer Care sa numerong +63-2-877-7222 Domestic Toll Free No. at 1-800-10000-72222, International Toll Free No. at (International Access Code)+800-8888-7222 o mag-email sa customercontact@rcbc.com.

21. **Authority to Disclose** – Unless disclosure is required by law or regulation, RCBC, any of its officers, directors, employees, branches, subsidiaries, affiliates, agents, representatives, duly authorized personnel, selected third parties or its Authorized Partners, is only authorized to disclose the Cardholder's data when the disclosure is for legitimate purposes or when the Cardholder consented to such disclosure, to RCBC, any of its officers, directors, employees, branches, subsidiaries, affiliates, agents, representatives, duly authorized personnel, selected third parties or its Authorized Partners, wherever situated, for use in connection with the provision of any service or product relating to the Cardholder's Virtual Card (including data processing and storage, anti-money laundering monitoring, reviewing and reporting, statistical and risk analysis purposes). In addition to the foregoing, RCBC, any of its officers, directors, employees, branches, subsidiaries, affiliates, agents, representatives, duly authorized personnel, selected third parties or its Authorized Partners, may transfer or disclose to the BSP, AMLC, Bureau of Internal Revenue (BIR), the U.S. IRS, or such other relevant regulatory agency and their duly authorized representatives, any information in relation to the Virtual Card/s as may be required by law, regulation, or agreement. Likewise, the Cardholder hereby authorizes RCBC, any of its officers, directors, employees, branches, subsidiaries, affiliates, agents, representatives, duly authorized personnel, selected third parties or its Authorized Partners, to disclose to its foreign and local correspondent banks the information specified herein (and such other additional information that RCBC may require from the Cardholder) for purposes of satisfying the requirements of the latter in relation to the processing, anti-money-laundering monitoring review, investigation, and audit of the transactions on the Cardholder's present and future Virtual Card/s. Likewise, the Cardholder hereby authorizes RCBC, any of its officers, directors, employees, branches, subsidiaries, affiliates, agents, representatives, duly authorized personnel, selected third parties or its Authorized Partners, to disclose to third party tie-ups and other institutions if the cardholder avails of RCBC Remittance Channels. The Cardholder agrees to indemnify and hold RCBC, including RCBC, its officers, directors, employees, branches, subsidiaries, affiliates, agents, representatives, duly authorized personnel, selected third parties or its Authorized Partners,, free and harmless against any and all disputes, claims, demands, losses, penalties, liabilities, costs and expenses of any kind whatsoever, imposed on, incurred by or assessed against the Cardholder in respect of or in connection with the information

provided in relation to the Virtual Card/s, the disclosure of such documents and information on the Virtual Card/s, and the consent herein granted.

22. **Authority to Debit** – In case of over-credit, erroneous credit or misposting of any amount to the Virtual Card as appearing in the records/books of RCBC and/or its Authorized Partners, and for whatever cause, such as, but not limited to, process error, systems error, error in communication facilities, the Cardholder authorizes RCBC to automatically debit the overcredit, erroneous credit or misposted amount, without the need of prior notice or demand.
23. **Communication** – The Cardholder hereby agrees that RCBC, any of its officers, directors, employees, branches, subsidiaries, affiliates, agents, representatives, duly authorized personnel, selected third parties or its Authorized Partners, may send or communicate with the Cardholder via Short Message Service (SMS), e-mail and/or other means available in the future for reminders, notices, promotional advertisements/campaigns, etc., from time to time concerning the use of the Virtual Card. The Cardholder may refuse to receive promotional advertisements/campaigns by informing RCBC through the channels made available to him/her.
24. **Electronic Banking Service** – The RCBC Online Banking allows Cardholders, to access their authorized and/or eligible Virtual Card/s and other RCBC Accounts online. This service will be available to the Cardholder upon enrollment to effect and perform the internet banking transactions authorized by RCBC.
 - a. Enrollment Invitation – Qualified new and existing Cardholders who do not have a User Account in RCBC Online Banking will be sent an enrollment invitation via e-mail. The invitation will be sent to Cardholders upon qualification to the RCBC's enrollment guidelines and agreement to the terms and conditions herein. All Cardholders shall be eligible to enroll in RCBC Online Banking.
 - b. Contact Details – The Cardholder acknowledges that his nominated e-mail address and/or mobile phone number maintained with RCBC are active and valid and shall be where enrollment information and other online correspondences will be sent by RCBC and RCBC Online Banking.
 - c. Information Update – In case of update in Cardholder's information through a written instruction of the Cardholder and submitted at any RCBC Branch, any online transaction made by the Cardholder in RCBC Online Banking, within 24 hours subsequent to the request for update of information, will be based on the client's old information. Any update coursed through the Authorized Partner, may be acted upon by RCBC after ten (10) days from receipt of the said request from the Authorized Partner.
 - d. Additional Account Enrollment – Subsequent qualified Virtual Card/s opened by a Cardholder with an existing User Account in RCBC Online Banking will not be included in the generation of enrollment invitation regardless if the subsequent Virtual Card/s is/are evidenced by an instruction from the Cardholder.
 - e. Internet Security – The Cardholder understands and agrees that, use of or connection to the internet is inherently not secure, and that such connection provides an opportunity for unauthorized access by third parties to the Cardholder's computer systems, networks and any and all information stored therein. All information transmitted and received through the internet

is subject to unauthorized interception, diversion, corruption, loss, access, and disclosure. RCBC shall not be liable for any adverse consequences whatsoever on the Cardholder's connection to, or use of, the internet, and shall not be responsible for the Cardholder's use of an internet connection in violation of any law, rule, or regulation or violation of the intellectual property rights of another.

25. **Liability for Phishing** – The Cardholder is aware and understands that his/her Virtual Card/s may be compromised through phishing, which will enable unauthorized person/s to take away money from his/her Virtual Card/s using the Cardholder's information/details, username or password/s which the Cardholder may have provided through any of the following means: (a) response to an e-mail request for account information via a fake RCBC website; (b) use of e-mail or internet facility through which the Cardholder provided the information; or (c) any other analogous means/situations.

The Cardholder undertakes to cooperate, through all reasonable means, with RCBC's efforts to prevent phishing, and accordingly, the Cardholder shall exert all means to prevent disclosure of his/her details, ATM Card information and PIN. The Cardholder acknowledges that he/she is responsible for any and all withdrawals from the account that may result from phishing, and shall hold RCBC, its officers, directors, employees, branches, subsidiaries, affiliates, agents, representatives, duly authorized personnel, selected third parties or its Authorized Partners, free and harmless against any and all losses, damages, expenses, liability and costs of any kind arising therefrom.

26. **Documentation** – All records maintained by RCBC, in electronic or documentary form, of the transactions or instructions of the Cardholder and other details in the avilment of banking products through the electronic channels shall, as against the Cardholder, be deemed to be conclusive evidence of such transactions, instructions and such other details.
27. **Effectivity of Electronic Instructions** – RCBC will only be obliged to act on any electronic instruction received through the use of the Virtual Card Number and/or any other security requirement of RCBC. All transactions done by the Cardholder through the electronic channels will be immediately effected unless otherwise instructed by the Cardholder, or unless the function requested cannot inherently be processed in real time.
28. **Failure or Delay in Execution** – The Cardholder undertakes to notify RCBC immediately of any failure or delay in the execution of instructions through the use of the Virtual Card by writing, visiting or calling the Issuing Branch, RCBC Customer Care, or by availing of the notification facilities in the electronic channels such as e-mail, etc.
29. **Suspension of Availability** – RCBC may suspend or withdraw the availability of any or all of the electronic transaction channels. If at any time RCBC deems it necessary, in the event of an emergency (the opinion of RCBC being conclusive in this respect) or for security or maintenance reasons, to suspend the use of the electronic channels, RCBC may do so without notice to the Cardholder.

30. **Representations and Warranties** – RCBC represents that it has applied a range of security controls to protect its system from unauthorized access. Nonetheless, RCBC makes no representations or warranties as to the security of any information, transaction, or instruction transmitted through an electronic medium. RCBC shall not be responsible for any loss of security or information or any loss or damage suffered or incurred by the Cardholder arising from or in connection with its electronic transmission of instruction, transaction, or information, notwithstanding the employment by the Cardholder of any additional security layer that may be made available to the Cardholder.
31. **Non-Liability** – RCBC shall not be liable for any loss or damage of whatever nature in connection with transaction/s involving the Cardholder’s use of the Virtual Card, including but not limited to any of the following instances:
- a. disruption, failure or delay relating to or in connection with Virtual Card transactions due to circumstances beyond the control of RCBC, fortuitous events such as, but not limited to, prolonged power outages, breakdown in computers and communication facilities, typhoons, floods, public disturbances and calamities, and other similar or related cases;
 - b. loss or damage which the Cardholder may suffer arising out of any fraudulent or unauthorized utilization of the Virtual Card due to unauthorized disclosure card information and/or violation of other security measures with or without the Cardholder’s participation and/or arising out of authorized use of the Virtual Card;
 - c. inaccurate, incomplete or delayed information received due to disruption or failure of any communication facilities used for the Virtual Card;
 - d. mechanical defect or malfunction of the electronic device on which the Virtual Card is used; the Virtual Card not being honored or being declined; any delay in the crediting of funds or debiting of payment from the Virtual Card due to or by reason of failure and/or malfunction of any mechanical, electronic or other part, component system or network upon which the ATM/branch computer is critically dependent for normal and efficient operations;
 - e. improper, unauthorized use of the Virtual Card’s facilities and electronic devices; or recklessness or accident in connection thereof; and/or
 - f. any transaction or instance that is similar or analogous to any of the foregoing.

Further, RCBC shall not be liable for any indirect, incidental, or consequential loss, loss of profit or damage that the Cardholder may suffer by reason of the use or failure or inability to use the Virtual Card under the Terms and Conditions of this Purchase Agreement. This provision shall survive the termination or suspension of the right to use the Virtual Card.

32. **Separability of Provisions** – In the event any of the provisions herein are declared invalid or unenforceable, the rest of the provisions shall not be affected thereby.
33. **Venue** – In case of any legal action that may arise from these terms and conditions, the parties agree that the same shall be brought to the proper courts of Makati City, to the exclusion of all other venues.

34. **Compliance with Existing Law/s** – The Cardholder warrants that his/her use of the Virtual Card, specifically, the receipt of funds through the use of the Virtual Card does not and will not violate the applicable provisions of the BSP, Anti-Money Laundering Act, its amendments, and other pertinent laws, government rules or regulations. The Cardholder agrees to render RCBC free and harmless from any liability whatsoever which may arise from the Cardholder’s violation of said laws, government rules or regulations.
35. **Applicable Rules and Regulations** – In all cases not specifically provided for in the foregoing or otherwise by written agreement between RCBC and the Cardholder, the usual customs and procedure common in banks in the Philippines shall exclusively govern all transactions between RCBC and the Cardholder, with regard to the Virtual Card/s. The Virtual Card/s are also subject to such regulations, terms and/or conditions as may be imposed by BSP, BAP, U.S. IRS, and other regulatory agencies relative to the establishment and operation of the Virtual Card/s.
36. **Amendment** – Subject to BSP rules, RCBC reserves the right to amend these Terms and Conditions at any time and without need of prior or subsequent notice of changes to the Cardholder. Any amendments or changes may be posted at any conspicuous place at the RCBC Branch or through the Bank’s website, or by publication or other means of communication, electronic or otherwise.
37. **Virtual Card Service** – If the Cardholder is enrolled under a particular RCBC Virtual Card Service (i.e. payroll, co-branding arrangement, etc.), the Cardholder shall be bound by the Terms and Conditions of the relevant Service Agreement thereto, for as long as the Cardholder is enrolled under that Service. In case of conflict between the provisions of the Service Agreement and these Terms and Conditions, the latter shall prevail.
38. **Governing Law** – These terms and conditions are governed by the laws of the Republic of the Philippines.
39. **No PDIC Coverage** – The Virtual Card is not a deposit account. The Cardholder hereby acknowledges that the load stored in the Virtual Card shall not earn interest and is not insured by the Philippine Deposit Insurance Corporation (PDIC).

Ang Virtual Card ay hindi isang deposit account. Sumasang-ayon ang Cardholder na ang laman ng Virtual Card ay hindi kumikita ng interest at hindi insured sa PDIC.

CARDHOLDER’S ACKNOWLEDGEMENT

I hereby acknowledge having read and understood the foregoing and agree to have my present and future Virtual Card/s governed by the terms and conditions stipulated herein, as maybe amended from time to time, as well as the rules and regulations of RCBC, BAP, and the AMLC.

Kinikilala ko at nauunawaan ang mga nakasaad sa itaas ng pahinang ito at sumasang-ayon din ako na ang mga kasalukuyan at susunod ko pang Virtual Card/s ay gagabayang ng terms and conditions na itinakda at nilatag ng Bangko at ng mga patnubay at alituntunin ng BSP, BAP at ng AMLC, na maaaring baguhin kung kinakailangan.

Signature Over Printed Name/Date

