



Investment Management Account (IMA) Online Facility
Terms and Conditions of Use

The terms "INVESTMENT MANAGER", "RCBC Trust", "we" shall refer to RCBC Trust Corporation. "You", "Principal" shall refer to each enrolled user of the Investment Management Account (IMA) Online Facility.

These Terms and Conditions form the contract between you, as a Principal, and RCBC Trust, as the provider of the IMA Online Facility. By enrolling your IMA/s in and using the IMA Online Facility, you acknowledge and accept these Terms and Conditions as well as those contained in the Rizal Commercial Banking Corporation ("RCBC") Digital Terms and Conditions, the Directional IMA Digital Terms and Conditions and Other Account Opening Documents which you agreed to when the IMA/s was/were enrolled and activated.

You hereby agree to take full responsibility for protecting your personal information and IMA/s once you are enrolled in the IMA Online Facility and in using secure communication lines and internet connection when utilizing the service/s offered here by RCBC Trust.

You acknowledge that RCBC Trust shall have no obligation to verify the authenticity of any instruction received or purported to have been received from you through the IMA Online Facility, other than through verification of your RCBC Digital/RCBC Pulz username, your login-password and transaction password or One Time Password (OTP) (collectively your "Access Codes"), when applicable. Your Access Codes shall serve as your authorization for RCBC Trust to implement your instruction using the IMA Online Facility. Any instruction shall be deemed complete, correct, irrevocable, authorized and binding against you once authenticated using the Access Codes, even if such Access Codes were not actually given or authorized by you. The records of RCBC Trust of any online instruction shall be final and binding to you.

The IMA Online Facility, as provided by RCBC Trust, allows you to access and perform the following transactions in relation to your IMA/s, such as:

- a. Apply for a new IMA;
- b. Enroll your existing IMA;
- c. After enrollment, make initial/additional contributions for investment purposes;
- d. Reinvest maturing investments;
- e. Cancel or revoke investments;
- f. Download, save and print IMA opening documents such as (a) Directional IMA Digital Terms and Conditions, (b) Risk Disclosure Statement (RDS) and (c) Client Suitability Assessment (CSA);
- g. Receive transaction confirmations through your registered email address;
- h. View up-to-date reports such as schedule of earnings assets and confirmation of transaction of directed purchase and sale;
- i. Update your (investor) profile by re-accomplishing the CSA (every six (6) months); and
- j. Receive a prompt in IMA Online once the CSA is due for updating (every three (3) years from date of last updating).

Upon completion and submission of the required information, your online application for an IMA will be reviewed and validated by RCBC Trust. You understand that a Trust Sales Officer or Assistant may get in touch with you via your registered contact details to validate your answers and explain further the investment management activities relating to your IMA. You will receive a notice from RCBC Trust confirming the approval of your online enrollment of your IMA.

Your IMA will be activated after successfully booking your first investment transaction order via the IMA Online Facility. You are given a "Cooling-off Period" of two (2) banking days, reckoned from the date of your online order transaction, to cancel your ordering covering the proposed investment/s through the IMA Online Facility. Such exercise of right is subject however to your receipt of a notification from RCBC Trust about the confirmed allocation of your order transaction from RCBC Trust, in such case, your online order transaction is deemed consummated and shall no longer be allowed to be cancelled or revoked. However, if the number of days left in the public offer period is less than 2 banking days, you will only have up to the end of the public offer period to cancel your orders. That is, if you ordered a banking day before the end of the offer period, you will be given one (1) banking day to cancel the order. If you order on the last day of the offer period, you will no longer be able to cancel the order via IMA Online. You understand that when availing of the Cooling-off Period, the withdrawal proceeds shall be net of all set-up, transaction and related costs incurred by RCBC Trust when the IMA was activated. You hereby acknowledge that the liquidation of the FUND shall be subject to the prevailing prices at the time of cancellation or revocation of the IMA and losses, if any, shall be borne by you, the Principal.

RCBC Trust may set a limit on the amount of IMA investment that may be invested online. You will receive a confirmation of transaction from RCBC Trust via your registered e-mail address covering all your IMA transactions through the IMA Online Facility.

RCBC Trust reserves the right not to execute any of your online instruction to invest/reinvest or cancel/revoke IMA transactions for any reason whatsoever. With respect to the proceeds of your maturing investments, RCBC Trust will immediately execute a payment by crediting your designated bank account, when applicable; to cover all amounts payable to you and RCBC Trust shall notify you via your registered e-mail address. RCBC Trust shall not be liable for any disruption, failure or delay in implementing any of the online transactions which are due to circumstances beyond the control of RCBC Trust, by reason of any breakdown or failure of transmission or communication equipment or facilities or communication (including without limitation any misdirection of the instruction within RCBC) for any reason, or any cause beyond the control of RCBC Trust.

RCBC Trust shall have the absolute discretion to amend or supplement these Terms and Conditions pertaining to the IMA Online Facility at any time, and, shall give you a notice at least one (1) month or the required prior notice period by regulations, whichever is longer, by posting the amended terms and conditions on RCBC's Website, or, in RCBC Digital itself. You shall be responsible for regularly reviewing these Terms and Conditions including any amendments or supplements thereto as may be posted on RCBC's Website or in RCBC Digital. Such amended terms and conditions stipulated by RCBC Trust will thereupon apply to and be binding on you at the expiry of one (1) month from the date of receipt of such notice. By continuing to use the IMA Online Facility, you shall be deemed to have accepted the amended or supplemental terms and conditions, if any.

In the event that the reports or information or other services provided through the IMA Online Facility require amendments or revisions, you shall be immediately notified of the availability of the revised reports or service thru postings made on RCBC's website or in RCBC Digital.

RCBC Digital and the IMA Online Facility is available on a 24x7 basis. However, some or all of the services covered may be temporarily unavailable at certain times due to maintenance work, or due to circumstances beyond the control of RCBC or RCBC Trust, fortuitous events such as but not limited to breakdown in computers and communication facilities, network or systems failure or disruption, prolonged power outages, typhoons, floods, public disturbances and calamities and other similar or related cases. If such an event occurs, you agree to access your IMA/s by other means such as contacting RCBC Trust or your Branch of Account. RCBC Trust nor RCBC shall not be liable for any loss or damage or expense incurred by you in relation to your IMA/s as a result of RCBC Digital or IMA Online Facility being unavailable. RCBC Trust nor RCBC shall not be liable for any loss or damage you may suffer arising out of any improper, fraudulent access or utilization of the IMA Online Facility due to theft or unauthorized disclosure of your Access Codes or violation of other security measures with or without your participation. RCBC Trust nor RCBC shall not be liable for any indirect, incidental or consequential loss, loss of profit or damage you may suffer or have suffered by reason of your use or failure or inability to use the IMA Online Facility.

For any clarifications, complaints or concerns regarding RCBC Digital, the IMA Online Facility or the Directional Investment Management Agreement (Directional IMA Digital Terms and Conditions), 24x7, you may communicate with RCBC Trust or your Branch of Account at (632) 8877-7222 or send an e-mail to customer@rcbc.com. You may also write to RCBC Trust Corporation, 9th Floor, Yuchengco Tower, RCBC Plaza, 6819 Ayala Avenue, Makati City. To fully understand and address your concerns or complaints, please (a) indicate your complete name, User ID and IMA Account Number and (b) provide factual details of your complaint and why you believe there is an error or a problem. We will immediately inform you via email on the results of our investigation and we will promptly correct if the error or problem is confirmed and verified.

You may request RCBC Trust to terminate your IMA/s permanently by calling the Trust Sales Officer/ Assistant / Relationship Manager or your Branch of Account, or sending an email to them. RCBC Trust shall provide you a notice confirming the termination of your IMA/s via your registered email address. RCBC Trust reserve the right to terminate or suspend your access to the IMA Online Facility for the following reasons: (a) you are in breach of these Terms and Conditions or the Directional IMA Digital Terms and Conditions; (b) you have forgotten your Access Codes; (c) it is required to comply with any legal or regulatory obligation, order of a competent court or RCBC's internal policies and procedures; (d) you are insolvent; (e) your IMA/s may have been used or are being used for any fraudulent or illegal transactions or activities, such as but not limited to violation of anti-money laundering and terrorist financing laws; (f) such action is required to protect the system of RCBC Trust from harm, including any form of denial of service attack or from viruses or malicious codes; (g) your enrolled IMA/s have remained with no investments activity for more than six (6) months from date of approval of your online enrollment application; or (h) your continued access to the IMA Online Facility may expose RCBC Trust to any commercial, reputational, legal, regulatory or other risks. In this regard, RCBC Trust will provide you with sufficient prior notice reasonable under the circumstances.

If by your act, fault, negligence, or omission, RCBC Trust becomes involved in any litigation which may have relation with the use of the IMA Online Facility, the Terms and Conditions for its use, the Directional IMA Digital Terms and Conditions, you agree to pay all fees and expenses incurred by RCBC Trust in such a litigation, including but not limited to attorney's fees in such amount not below P50,000.00 as well as the costs of suit. Venue of all legal actions or proceedings arising out of or in connection with IMA Online Facility, the Terms and Conditions for its use, the Directional IMA Digital Terms and Conditions shall be brought in the proper courts of Makati City, Philippines.

These Terms and Conditions for the Use of IMA Online Facility shall be governed by and construed in accordance with the laws of the Philippines. You hereby understood that access to and use of the IMA Online Facility shall be subject to applicable requirements and procedures of government telecommunications, other regulatory authorities and those prescribed by applicable laws, rules and regulations.

By clicking on the "I Agree" button, you consent to your data being shared between RCBC and RCBC Trust Corporation. You also acknowledge that you have read and fully understood the foregoing Terms and Conditions for Use of IMA Online Facility, the Directional IMA Digital Terms and Conditions and the RCBC Digital Terms and Conditions, and, that you agree to be unconditionally bound by these terms and conditions, and all amendments and additions thereto which RCBC may effect from time to time. The RCBC Trust Terms and Conditions for Use of IMA Online Facility and the Directional IMA Digital Terms and Conditions are readily accessible via the IMA Online module of the RCBC Digital Website, while the RCBC Digital Terms and Conditions are readily accessible via the RCBC Website. By clicking the "I Agree" button, you agree that you are signing an agreement with RCBC Trust electronically. You also confirm that your electronic signature is the legal equivalent of your actual, handwritten or wet signature and no further certification or third party verification is necessary or required to validate or enforce your electronic signature as long as the internal authentication processes are complied with. You further agree to receive, obtain, and/or submit certain documents, notices and information electronically through your registered electronic email and mobile number.