



Terms and Conditions

1. RCBC Online Banking Service

- a. The RCBC Online Banking Service (the "Service") refers to the use by CLIENTS of Rizal Commercial Banking Corporation (the "BANK") Online Banking website and mobile application.
- b. The Service allows the BANK's clients to access their authorized and/or eligible accounts online. This service will be available to the CLIENT upon enrollment, to enable the CLIENT to perform internet banking transactions authorized by the BANK.
- c. By applying the Service, the CLIENT agrees to the following terms and conditions and affirms his/her consent to the BANK's Terms and Conditions for the account/s he/she enrolls to the Service, Electronic Banking Terms and Conditions, and any other agreements and contracts which the CLIENT signed when he/she opened his/her account(s).
- d. The term "CLIENT" hereunder will refer to all users of the Service.

2. Use of the Service

- a. To access the Service, the CLIENT must go to the Service's website and/or install the Service's mobile application to his/her mobile device/s, fill out the online enrollment form, accept these Terms and Conditions, and provide the necessary Security Information.
- b. By registering to the Service, the CLIENT hereby warrants that all information he/she provides to the BANK are true, accurate, complete, and up to date. The CLIENT agrees that his/her use of the Service shall require the use of the email address and/or mobile phone number he/she supplied to the BANK upon the opening of his/her account/s for the purpose. For this purpose, the CLIENT warrants and guarantees such email address and mobile phone number are valid, active, and within his/her sole control, upon his/her registration to the Service and through his/her use thereof. BANK shall be entitled to send that all information, communications, and notices related to CLIENT's enrollment to and use of the Service exclusively to such registered email address and/or mobile phone number. Any requests for the modification of such registered email or mobile number shall conform to the BANK's guidelines therefor and shall be strictly subject to the BANK's prior consent and due diligence procedures.
- c. The CLIENT hereby warrants that the Service is for the sole and exclusive use of the CLIENT.



3. Username and Passwords

- a. The CLIENT shall designate a Username and Password (the "Security Information") for his/her use of the Service. The CLIENT acknowledges that such Security Information shall be unique to himself/herself and agrees to keep these strictly confidential at all times.
- b. The CLIENT shall exercise reasonable care and diligence, and is responsible for the confidentiality of the Security Information. The CLIENT shall not disclose the Security Information to any person. Any information, instruction, or transaction sent, performed, or consummated through the use of CLIENT's Security Information shall be conclusively presumed to have been executed and authorized by the CLIENT, the costs, if any, for which shall be charged to the CLIENT's account/s.
- c. The CLIENT must immediately change his/her Security Information in case the confidentiality of such information is compromised. The CLIENT may change his/her Security Information in accordance with the BANK's policies and procedures: (1) by accomplishing the necessary forms and/or other requirements at his/her Branch of Account or any other Business Center as the BANK may authorize; (2) through the BANK's Customer Care hotline; or (c) through the Service.
- d. The CLIENT agrees that the entry of three (3) successive invalid or incorrect Security Information will deactivate the CLIENT's access to the Service, in which case, such access shall be restored only upon the BANK's prior consent or by successfully completing the BANK's procedures for the resetting his/her Security Information.

Upon each log-in, the BANK may require CLIENT to supply a One Time Password ("OTP"). The OTP is a unique code that will be sent to the CLIENT's registered mobile number, which information may be needed to complete the log-in process.

4. Account Related

- a. Account balance inquiry: Account information may indicate the balance as of system date or as of the last batch process, the schedule of which is determined by the BANK.
- b. Transactions for the previous ninety (90) days from the current date may be viewed through the Service. For transactions that are not available through the Service, the CLIENT may request for a copy of the bank statement from his/her Branch of Account or any other Business Center as the BANK may authorize.



- c. Beginning on the calendar month immediately succeeding the month of CLIENT's registration to the Service, an electronic Statement of Account (eSOA) of the CLIENT's enrolled account/s may be generated through the Service.
- d. Only cleared, available, and withdrawable balances may be used for all transactions conducted through the Service. In case of transactions chargeable against an account with insufficient balance, the BANK shall automatically cancel such transaction and shall have no obligation to inform the CLIENT of said cancellation and to make any further attempts to complete the same. The BANK shall not be liable for any failed transaction due to insufficient funds or CLIENT's failure to abide the BANK's transaction limits, cut-off periods, service fees, and other applicable policies for the same.
- e. *Fund Transfers*: The CLIENT may transfer funds to or from any of his/her current or savings account/s and/or cash card/s in the BANK, subject to the following: (i) such accounts are duly enrolled in the Service and (ii) CLIENT supplies all necessary information in the relevant funds transfer module in the Service. The CLIENT agrees (i) that all fund transfers initiated through the Service shall be subject to such transaction limits, cut-off periods, service fees, and other policies that may be imposed from time to time by the BANK and/or where applicable, by third party institutions involved in the processing of such fund transfers, such as, but not limited to, correspondent, intermediary, or receiving institutions and electronic funds transfer or financial transactions networks such as, but not limited to, PESONet, InstaPay, Bancnet, PDDTS, or SWIFT (collectively, "Third Party Institutions"); (ii) in cases of funds transfers through an electronic funds transfer or financial transactions network, only account(s) maintained in participating or member banks or financial institutions of such network may become destination account(s); (iii) scheduled fund transfers shall be implemented by the BANK according to the schedule set by CLIENT in the Service, unless CLIENT cancels the same at least one (1) calendar day before the scheduled transfer date; (iv) in case of multiple fund transfers charged against one (1) source account, the balance of which is insufficient to cover all such fund transfers, the BANK, in its sole discretion, shall determine which fund transfer request to fulfill; (v) any requests to cancel, reverse, recall, or undo a fund transfer request shall be subject to the BANK's discretion and/or the policies and procedures of the Third Party Institution involved. The CLIENT acknowledges that all fund transfer requests, except those via InstaPay, may be subject to further processing by the BANK. The Service may include a module that enables the CLIENT to monitor the status of his/her fund transfer transactions. The CLIENT acknowledges that all information provided to him/her through the Service shall be limited only to information available in the BANK's records and shall not be deemed as (i) confirmations that the transferred funds have already been credited to the destination account or have already been withdrawn or otherwise received by the CLIENT'S intended beneficiary or recipient, which CLIENT shall independently verify at his/her own cost, and/or (ii) confirmations of any other information which are beyond the BANK's control or access. The CLIENT agrees that the BANK shall have no liability whatsoever for any fund transfer that fails to conform to these terms and conditions or the instructions for such transactions indicated in the Service.



- f. *Bills Payment:* The BANK shall execute and report payments made based on the biller name, reference number or account number, payor's name, amount and other details (as required by the biller) that the CLIENT entered during his/her transaction. Crediting and reporting of the payment to the biller is subject to the payment cut-off defined by the BANK for all online transactions. Payments made after the cut-off shall be considered payment for the following banking day. No bills payment transactions shall be allowed beyond the transaction limit. For scheduled bills payment, cancellations should be made at least one (1) calendar day before the scheduled payment date. The CLIENT agrees that in bills payment transactions, (i) the BANK shall act only as a payment platform for the CLIENT's transaction with the biller, over which transaction the BANK shall have no control or participation whatsoever, and (ii) the BANK shall not be held responsible for discrepancies between the billing statement and the actual amount paid through the Service. Disputes, discrepancies or delays in payment caused by the CLIENT and/or the biller shall be resolved by the CLIENT and the biller without the involvement of the BANK. The BANK shall not be liable for the consequences brought about by the biller's policies on overdue, past due accounts and disconnection of services caused by the CLIENT's delayed payments. The bills payment arrangement between the BANK and the biller may be cancelled without prior notice of termination to the CLIENT. The BANK shall not be held liable to the CLIENT for the consequences of this termination. The BANK is authorized to disclose to the biller any information pertaining to the CLIENT's bills payment transaction done in the Service.
- g. Checkbooks ordered through the Service will be available for pick-up by the CLIENT from the Branch where the relevant current account was opened. The checkbook fee will be automatically debited from such current account. The request will be automatically cancelled in case the account has insufficient balance to cover the checkbook fee.
- h. *Time Deposit:* The CLIENT may open a time deposit through the Service. Any individual current account or savings account enrolled in the Service may be used as source account for the time deposit placement. The selected source account is automatically defined as the settlement account where the principal amount and/or interest will be credited on maturity date. For regular time deposits, the principal amount shall be payable on the maturity date defined during online placement. Depending on the features or specifications of the availed time deposit product, the payment of interest shall be made on the defined cycle date or payable on maturity date of the principal amount. A time deposit placed by the CLIENT through the Service may only be closed or terminated through the Service only. The BANK sets a limit on the amount of time deposits that the CLIENT can place online through the Service. No placements may be made beyond the transaction limit. Online time deposit placements done through the Service will not be issued a Certificate of Time Deposit or a Time Deposit Placement Confirmation letter. The confirmation of time deposit opened through the Service will be sent to the CLIENT's registered e-mail address. Rollover Advice for online time deposit placements will also be sent to the CLIENT's registered e-mail address. No preferential rates will be allowed for online time deposit placements. The prevailing interest rate during the online placement / rollover shall be applicable. Any changes in the interest rate of the placement upon rollover shall be indicated in the monthly Statement



of Account / Rollover Advice to be provided to the CLIENT. No prior consent or confirmation, with respect to the change in the interest rate, shall be required from the CLIENT. The CLIENT is allowed to pre-terminate the time deposit placed online through the Service only. The prevailing interest rate during the pre-termination shall be applicable. Time deposits withdrawn before maturity date thereof shall earn interest according to the prescribed rates of the Bangko Sentral ng Pilipinas. In the absence of any law or regulation, the interest rate applicable shall be the rate payable by the BANK on its regular savings deposit accounts for such period. In addition, all documentary stamp taxes and other applicable fees / charges (including any charges for pre-termination) on this deposit shall be shouldered by the CLIENT. The BANK reserves the right not to execute, for any reason whatsoever, any online instruction of the CLIENT to renew the time deposit. If an instruction to renew such time deposit is not accepted by the BANK, the BANK shall pay CLIENT all amounts due at the maturity date of the time deposit.

- i. *eShop Payment:* The BANK shall execute the payment based on the merchant name, reference number or account number and amount that the CLIENT entered during his/her online transaction. Fulfillment of the payment is subject to the cut-off defined by the BANK for all eShop payment transactions. The CLIENT agrees that in eShop payment transactions, the BANK shall act only as a payment platform for the CLIENT's transaction with the merchant concerned, over which transaction the BANK shall have no control or participation whatsoever. The BANK shall not be held responsible for the quality or delivery of the products or services purchased by CLIENT from the merchant. Disputes in relation to the aforementioned situations shall be resolved by the CLIENT and the online merchant without the involvement of the BANK. The BANK shall not be liable for the consequences brought about by the online merchant's payment policies. The BANK is authorized to disclose to the online merchant any information pertaining to the CLIENT's payment transaction done through the Service.

- j. *Electronic PINs (E-PINs) or Electronic Credits for Mobile Apps, Games, Videos, and other In-App Purchases:* The CLIENT may purchase Electronic Credits or PINs through the Service. The BANK shall execute the purchase request based on the Source Account, Game Title/Portal, and Product Code entered by the CLIENT during his/her online transaction. The source account nominated by the CLIENT during his/her online transaction will be debited automatically after each successful transaction. Amount to be debited will be based on the product code selected by the CLIENT. The purchase details of each successful purchase will be sent to the nominated e-mail address and mobile number in the Service and to the recipient mobile number entered on the purchase form by the CLIENT during his/her online transaction. The BANK sets a limit on the amount of Electronic PINs or Credits that may be purchased through the Service. No purchase of Electronic PINs or Credits shall be allowed beyond the transaction limit. The CLIENT agrees that in these transactions, the BANK shall act only as a payment platform for the CLIENT's purchase of such Electronic Credits or PINs from the relevant seller thereof, over which transaction the BANK shall have no control or participation whatsoever. The BANK shall not be responsible for any issue that will arise from the purchased e-PINs or Gaming Credits from the seller. Disputes in relation to the aforementioned situations shall be resolved by the CLIENT and the seller



without the involvement of the BANK.

- k. *PayMaya Load*: The CLIENT may load a PayMaya Account through the Service. The BANK shall execute the purchase request based on the Source Account, Amount, and PayMaya Account Recipient entered by the CLIENT during his/her online transaction. The Source Account nominated by the CLIENT during his/her online transaction will be debited automatically with the nominated amount after each successful transaction. This will also trigger the automatic sending of the transaction details to CLIENT's registered e-mail address and mobile number. Originator is defined as the source of the fund transfer. The BANK and PayMaya have set a limit on the amount of PayMaya load that may be transacted through the Service. No PayMaya load shall be allowed for purchase if the CLIENT has exceeded the transaction limit in the Service or if the recipient PayMaya Account has already reached the load balance limit set by PayMaya. The BANK shall not be liable for any failed transaction due to insufficient funds or if the CLIENT's transaction exceeds the limits set by the BANK and/or PayMaya. CLIENT warrants and guarantees to the BANK that all recipient PayMaya accounts of any PayMaya load purchased through the Service are legitimate PayMaya accounts that have undergone proper Know-Your-Customer (KYC) process and sanction screening during account opening with PayMaya. The BANK will not be responsible for any verification or profile checking of such PayMaya recipient accounts aside from the existence of such account and the transaction limits for this service. The CLIENT agrees that in these transactions, the BANK shall act only as a payment platform for the CLIENT's load purchase from PayMaya, over which transaction the BANK shall have no control or participation whatsoever. The BANK shall not be held responsible for any issue that will arise from the purchased PayMaya Load. Disputes in relation to the aforementioned situations shall be resolved by the CLIENT and PayMaya without the involvement of the BANK.
- l. *Online Account Opening*: The CLIENT may apply for additional BANK account/s via the Service, subject to the BANK's prior consent and provided that CLIENT has an updated record with the BANK. CLIENT may select from any of the available products in the Service, subject to conditions prescribed by the BANK for the same. The CLIENT may fund the initial deposit requirements of such additional account/s using the balance/s of his existing enrolled account/s. For accessibility and convenience, CLIENT may also opt and give consent to automatically enroll such additional account in the Service. CLIENT (i) acknowledges that all information entered by him/her through the process of account opening is deemed accurate, up-to-date and are initiated by the CLIENT himself/herself (as stated in CLIENT's responsibilities), (ii) accepts the Terms and Conditions for such additional account, and (iii) shall validate such additional account to confirm the same and complete the opening thereof. The CLIENT, at any time before such confirmation, may cancel his/her request to open such additional account/s. The BANK shall notify CLIENT of the status of his/her request/s for additional account/s through the Service and/or through his/her registered e-mail address and/or mobile number.
- m. *Online FX*: The CLIENT may transact Foreign Exchange transactions using his/her enrolled accounts in the Service. The BANK shall authorize the CLIENT to undertake such transactions only when he/she



satisfies the relevant qualifications for this service. The BANK may set cut-off periods, transaction limits, or any other limitations and policies this service. The BANK reserves the right to temporarily or permanently suspend, cancel, or terminate any transactions that fail to conform to such limitations and policies. All transactions can only be processed for cleared funds. Account balance update will be done upon completion of the transaction and the BANK's receipt of the duly filled-out forms for the same.

- n. *Transactions Using Third Party Software or Devices:* The CLIENT agrees that the use of biometric information, digital codes (such as QR codes), password managers, or other Security Information storage applications in accessing the Service or completing any transaction in the Service shall depend on third party software and/or the capabilities of the electronic device used at the time CLIENT logs on to the Service and/or initiates the relevant transaction. The CLIENT acknowledges that such third party software computer or electronic device are owned or controlled by third persons which are distinct and separate and not in any way affiliated to or controlled by the BANK. The BANK shall have no liability for any loss or damage in relation to such biometric information, digital codes, third party software or electronic device.
- o. *Online Check Deposit:* The CLIENT may request the BANK to accept eligible check/s ("Check/s") for deposit to any of his/her current account(s) enrolled in the Service by uploading electronic image/s ("Check Image/s") of such Check/s in the Service's mobile application. In availing of this service, the CLIENT agrees: (i) to deposit only Check/s that are eligible for this service, as determined by the BANK; (ii) to abide by the transaction limits, cut-off periods, service fees (including fees for any returned or rejected Check/s), and other policies that may be imposed from time to time by the BANK; (iii) to supply, at his/her expense, all Check Image/s and information necessary for the verification and processing of the requested check deposit, following such standards as the BANK may prescribe from time to time; (iv) all Check Image/s received by the BANK from CLIENT shall be conclusively presumed to be faithful and accurate representations of the Check/s to which they correspond; (v) that the acceptance, processing, verification, payment, and deposit of all Check/s shall be subject to the BANK's policies and procedures; (vi) the BANK may reject any Check at any time, with or without cause, and even without any prior notice to CLIENT; (vii) in the event of any discrepancy between the Check Image/s and the information supplied by CLIENT for the deposit thereof, the BANK may, at its option, reject the Check/s for deposit or process the transaction following the information contained in the corresponding the Check Image/s. By uploading Check/s to the Service's mobile application, the CLIENT warrants and guarantees that (i) he/she is the endorser of the Check/s and shall be deemed liable as such, notwithstanding the absence of his/her endorsement on such Check/s; (ii) the Check/s and the corresponding Check Image/s are genuine and in all respects what they purport to be; (iii) he/she has good title to the Check/s; (iv) the issuer and all prior parties to the Check/s have the capacity to contract; (v) he/she has no knowledge of any fact which would impair the validity of the Check/s or negate his/her right to the proceeds thereof or render such Check/s valueless; (vi) the Checks are valid and subsisting at the time he/she endorsed the same. The CLIENT further undertakes not to (i) deposit any ineligible Check/s; (ii) alter, manipulate, or in any way tamper with Check/s or the Check Image/s;



or (iii) further transmit, endorse, deposit or negotiate any Check that has been processed, paid, and deposited through this service. The BANK's confirmation of the deposit of the Check/s to CLIENT's account/s shall not be deemed a waiver of CLIENT's warranties under this provision or any of the BANK's rights and remedies under this Agreement. The CLIENT confirms that he/she shall have custody and possession of the physical copies of the Check/s. In the event of any claim, complaint, case, or dispute before any court, government agency, or quasi-judicial body involving such Check/s or any transaction/s related thereto, the CLIENT agrees not to require the BANK to produce the physical copies of such Check/s. Notwithstanding the foregoing, the CLIENT undertakes to deliver and/or surrender the physical copies of the Check/s to the BANK immediately upon its request.

5. Fees

The CLIENT agrees to pay all relevant fees and charges prescribed by the BANK for the Service or any transaction available thereunder. Such fees and charges shall be automatically debited from any of CLIENT's account(s) enrolled in the Service as they fall due, without need of any further notice to or consent from the CLIENT. The BANK reserves the right to impose new fees and change existing fees in relation to the use of the Service. The BANK may give reasonable notice to the CLIENT of any such changes or new fees.

6. CLIENT's Responsibilities

- a. The CLIENT shall immediately change any temporary password provided by the BANK. The CLIENT shall ensure that all Security Information are memorized and all documents containing information on the temporary password or any other Security Information are immediately disposed of.
- b. The CLIENT shall provide such information as the BANK may reasonable require in order to provide the services hereunder. The CLIENT warrants that all information to be provided is accurate, complete and up to date.
- c. The CLIENT shall keep all personal information private and shall not disclose the same to unauthorized persons.
- d. The CLIENT shall keep records of his/her transactions, review and reconcile his/her transactions history details and statements for any errors. Unauthorized entries or transactions should immediately be reported to the BANK.
- e. The CLIENT undertakes to notify the BANK immediately of any failure or delay in execution of any transaction or instruction through the Service, by writing, visiting, or calling his/her branch of account



or the BANK's Customer Care hotline.

- f. The CLIENT undertakes and warrants that his/her use of the Service, specifically, any Check deposit requests or any payment, transfer, and/or receipt of funds, relate to legitimate and lawful transactions and does not and will not violate the applicable provisions of the rules of the Bangko Sentral ng Pilipinas, Anti-Money Laundering Act, its amendments and other pertinent laws, government rules or regulations.
- g. The CLIENT agrees that any agreement, transaction, or business between him/her and any person/s other than the BANK, including all pertinent correspondence, offers, promises, and terms, shall be deemed a private contract strictly between you and such other person/s, notwithstanding CLIENT's use of the Service to send or receive funds or payments to or from such third person/s and that, in case of any disputes in relation to such private contract, such dispute shall be strictly between CLIENT and such third person/s, and the BANK shall have no liability whatsoever to either party.
- h. The CLIENT hereby authorizes the BANK or its duly authorized personnel to collect, process, verify, store and/or disclose his/her information to any of the offices, branches, units, subsidiaries, affiliates, agents, and representatives of the BANK, and third parties selected by any of them, wherever situated, for use in connection with: (i) account opening, maintenance, and/or operation; (ii) the collection, processing, verification and/or storage of any information provided by CLIENT to the BANK in relation to CLIENT's account(s) or any transaction concerning the account(s); and/or (iii) the offer, delivery, or performance of any service or product to the CLIENT, (including data processing, profiling, analytics, and storage, anti-money laundering monitoring, reviewing and reporting, statistical, credit and risk analyses).

Likewise, the CLIENT hereby authorizes the BANK or its duly authorized personnel to disclose to its foreign and local correspondent banks the information specified herein (and such other additional information provided to the BANK by the CLIENT) 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 CLIENT's present and future accounts.

Likewise, the CLIENT hereby authorizes the BANK or its duly authorized personnel to disclose to third party tie-ups and other institutions if the CLIENT avails of the BANK's remittance channels.

- i. It is agreed and understood that any disclosure of CLIENT's account, transaction, or information due to CLIENT's fault or negligence or by causes not attributable to the fault or negligence of the BANK, shall not be considered as, and cannot be the basis of prosecution for, any complaint for violation BANK of any law, rule, or regulation guaranteeing or protecting the secrecy and privacy of your accounts, transactions, and information in the BANK.



7. CLIENT's Liability

- a. For Joint "or" accounts, enrollment to the Service shall be limited to the joint "or" co-depositor specifically designated as the primary or principal accountholder during the opening of the account, to the exclusion of all other joint "or" co-depositor(s). CLIENT warrants and guarantees to the BANK that the enrolment of such joint "or" account in the Service, as well as all transactions made using the Service is done with the consent and knowledge of all of his/her co-depositor(s). By initiating any transaction charged against such account in the Service, the CLIENT warrants to the BANK that his/her co-depositor(s) in such account are still living at the time of the transaction. Joint "and" accounts, because of their nature, shall not be allowed access to the Service.
- b. The CLIENT shall be responsible for all consequences arising from or in connection with his/her use of the Service, such as but not limited to, all transactions processed through the Service, whether or not processed with the CLIENT's knowledge or authority.
- c. The CLIENT undertakes to ensure, and accepts full responsibility, for keying in the correct account number/s, amounts, and other pertinent details of the transaction/s initiated through the Service. In no case shall the BANK be liable for any erroneous transaction/s arising out of or relating to wrong or incomplete information supplied by CLIENT through the Service.
- d. The CLIENT is aware and understands that his/her the Service account may be compromised through phishing which will enable unauthorized person/s to withdraw money from his/her account using the CLIENT's account information/details or Security Information which the CLIENT may have provided through any of the following means: (i) response to an email request for account information via a fake RCBC website; (ii) use of email or internet facility (other than the secured RCBC website) through which the CLIENT provided account information; or (iii) any other analogous means/situations. The CLIENT undertakes to cooperate, through all reasonable means, with the BANK's efforts to prevent phishing, and accordingly, the CLIENT shall exert all means to prevent disclosure of his/her account details and Security Information. The CLIENT acknowledges that he/she is responsible for any and all withdrawals from the account that may result from phishing, and shall hold the BANK and its stockholders, directors, officers, employees, subsidiaries, affiliates, assigns, and agents (collectively, "BANK Indemnities") free and harmless against any and all losses, damages, expenses, liability and costs of any kind arising there from.
- e. CLIENT's Breach: In the event that the BANK, in its sole discretion, discovers or suspects that the CLIENT has breached, or attempted to breach, any of these terms and conditions, the BANK may take all such steps and remedies as it deems appropriate, without need of any prior notice to CLIENT, including, without limitation: (a) investigate CLIENT's use of the Service or his/her account/s, whether



or not enrolled in the Service; (b) prevent, restrict, or suspend CLIENT's access to the Service or any portion thereof; (c) reverse, suspend action on, unwind, or otherwise undo any transaction which constitutes, caused, or resulted in such breach and, where applicable, return the proceeds of such transaction to the remitter, depositor, or sender thereof; (d) refuse the opening of additional account/s in the BANK; (e) put CLIENT's account/s on hold; (v) close CLIENT's account/s.

8. The BANK's Liability

- a. The BANK shall only be obliged to act on any instructions received with the use of the Security Information.
- b. The BANK represents that it has applied a range of security controls to protect its system from unauthorized access. Nonetheless, the BANK makes no representations or warranties as to the security of any information, transaction, or instruction transmitted through the Service. The BANK shall not be responsible for any loss of security or information or any loss or damage suffered or incurred by the CLIENT arising from or in connection with such information, transaction, or instruction transmitted through the Service, notwithstanding the CLIENT's use of any additional security protocols that may be requested or prescribed by the BANK.
- c. Except if due to the gross negligence or willful default of the BANK, and only to the extent of direct loss and damage arising directly and solely therefrom or the amount of the transaction (whichever is less), BANK Indemnities shall not be liable to the CLIENT or any other person for any loss or damage arising from or in connection with:
 - i. CLIENT's use of the Service;
 - ii. Any transaction processed through the Service, including Check deposits, fund transfers, additional account opening, time deposit placements, requests for transaction histories or statements of account; any fraudulent or unauthorized utilization of the Service for any reason whatsoever; any unauthorized disclosure, theft, or unauthorized use of CLIENT's Security Information or CLIENT's account, transaction, or personal information; any violation of other security measures, with or without the CLIENT's participation;
 - iii. any loss of access, misuse, or the inability to use and access the Service or any feature or portion thereof;
 - iv. any violation of any of these terms and conditions or representations and warranties hereunder, whether or not committed by CLIENT or any other person;



- v. any fraudulent, wrongful, or unauthorized access or alteration made by any person to CLIENT's account(s) or Security Information, whether or not caused or arising from CLIENT's fault or negligence;
 - vi. the BANK's use, publication, processing, storage, and reliance on any information supplied by CLIENT via the Service;
 - vii. any loss, misuse, or unauthorized disclosure of any information and data supplied by CLIENT via the Service.
 - viii. Any interruption, suspension, delay, loss, unavailability or any other failure in providing the Service, or any portion thereof, whether due to maintenance work, network or systems failure, act or omission of third party service providers, malfunction, power failure, breakdown or inadequacy of equipment or any other causes beyond the reasonable control of the BANK, or any law, regulation, government or court order;
 - ix. Disruption, failure or delay relating to or in connection with any transactions through the Service due to circumstances beyond the control of the BANK, 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;
 - x. Inaccurate, incomplete or delayed information received due to disruption or failure of any communication facilities used for the Service;
 - xi. Improper, unauthorized use of the Service or recklessness or accident in connection thereof.
 - xii. Any adverse consequences whatsoever on the CLIENT's connection to, or use of, the internet or CLIENT's use of an internet connection in violation of any law, rule, or regulation or violation of the intellectual property rights of another.
- d. If, notwithstanding the foregoing, BANK Indemnities become impleaded or otherwise involved any case, suit, action or proceeding of whatever kind or nature in relation to CLIENT's use of the Service and/or the actions of the BANK as regards the foregoing, CLIENT shall promptly and fully cooperate with BANK Indemnities in such manner as they may require, including, but not limited to, the execution and/or delivery of any sworn statements, documents, materials, or testimony, verbal or otherwise. In relation to any such case, suit, action, or proceeding, CLIENT hereby waives any and all of his/her rights to confidentiality of his account, transaction, or personal information under Republic Act No. 1405 (The Law on the Secrecy of Bank Deposits), Republic Act No. 6426 (Foreign Currency Deposit Act of the Philippines), Republic Act No. 8791 (The General Banking Law), Republic Act 10173 (the Data Privacy Act of 2012), and any other applicable law, rule, or regulation which may now or hereafter be in effect,



and authorize the BANK to make such disclosures as it may be deemed necessary to protect its or CLIENT's interests, or which may be requested from it by any person, entity, court of law, and/or government office, agency, or representative.

- e. The provisions of this Section shall survive the termination, suspension, or closure of CLIENT's account(s) or access to the Service.

9. Amendments

The BANK shall have the absolute discretion to amend or supplement any of the terms and conditions pertaining to the Service at any time, without need of any prior notice to consent from CLIENT, unless the same is required by any applicable law, rule, or regulation. The CLIENT is responsible for regularly reviewing these Terms and Conditions, including amendments, thereto as may be posted on the BANK's website or in the Service.

By continuing to use the Service, the CLIENT shall be deemed to have accepted any such amended Terms and Conditions. In case the CLIENT wants to discontinue using the Service, he/she may submit the relevant request to his/her Branch of Account, subject to the BANK's policies and procedures.

10. Privacy Policy

Pursuant to the Data Privacy Policy (<https://www.rcbc.com/General/PrivacyPolicy>) of the BANK, the CLIENT understands and agrees that the BANK may process the CLIENT's data for purposes not contrary to the Data Privacy Act of 2012, its implementing rules and regulations, and other issuances of the National Privacy Commission.

11. Miscellaneous

- a. The CLIENT understands and agrees that, use of or connection to the internet is inherently insecure, and that such a connection provides an opportunity for unauthorized access by third parties to the CLIENT's computer systems, networks and any and all information stored therein. All information, transactions, and instructions, transmitted, processed or received through the internet is subject to unauthorized interception, diversion, corruption, loss, access, and disclosure. The BANK shall not be liable for any adverse consequences whatsoever on the CLIENT's connection to, or use of, the internet, and shall not be responsible for the CLIENT's use of an internet connection in violation of any law, rule, or regulation or violation of the intellectual property rights of another.



- b. All records maintained by the BANK, whether in electronic or documentary form, of the CLIENT's information, transactions or instructions, and any other details in the availment of any other banking channel offered by the BANK, shall, as against the CLIENT, be deemed to be conclusive.
- c. The BANK may suspend or withdraw the availability of the Service, or any feature or portion thereof, without need of any further notice to the CLIENT, for any reason whatsoever.
- d. The BANK, at any time, may temporarily or permanently suspend, cancel, or terminate CLIENT's access to the Service or any portion thereof or any transaction or instruction initiated by CLIENT through the Service, with or without prior notice, if any of CLIENT's enrolled account/s in the Service account become closed, suspended, or mishandled BANK (the opinion of the BANK being conclusive in this respect) or for any reason whatsoever.
- e. The CLIENT agrees that the BANK and its subsidiaries, affiliates, agents, representatives and authorized third parties may, from time to time, communicate with the CLIENT via Short Message Service (SMS), email, mobile push and pop-up notifications, and/or any other means that may become available in the future, for the purpose of sending reminders, notices, promotional advertisements and/or campaigns related to CLIENT's accounts, access to the Service, and/or other products and services
- f. Customer Concerns: For any clarifications, concerns or complaints in using the Service, CLIENT may communicate with his/her Branch of Account or contact the BANK Customer Care. When required by the BANK, the CLIENT shall provide, within 24 hours, details of his concern or complaint in writing or comply with any instructions as the BANK may prescribe.
- g. The CLIENT hereby acknowledges and agrees that all notices, communication, and reminders sent to him/her through the Service, or to his registered email address or mobile number, shall conclusively deemed to have been received by him/her.
- h. Each of the provisions of these Terms and Conditions is severable. If any or some of the terms and conditions is declared invalid or unenforceable, the rest of the provisions will not be affected thereby.
- i. No failure to exercise and no delay in exercising, on the part of the BANK, of any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right or power. The rights and remedies herein provided shall be cumulative, may be exercised concurrently and shall not be exclusive of any rights or remedies of the BANK hereunder or granted by law.



CLIENT ACKNOWLEDGEMENT

By registering to the RCBC Online Banking Service, you acknowledge that you have read and understood the foregoing, and that you agree to be unconditionally bound by such terms and conditions, and all amendments and additions thereof that the BANK may effect from time to time.