

TERMS AND CONDITIONS

- 1) RCBC Personal Loan is a multi-purpose financing facility for personal consumption (examples: school-related expenses, travel, car repair, home improvements, debt consolidations) that may be availed only by individuals that meet the eligibility requirements, loan qualifications, have submitted an application form and required documents as may be necessary, and have been approved based on credit evaluation.
- 2) Application
 - a. CLIENT acknowledges that RCBC reserves the right to approve or reject applications for Personal Loans and has no obligation to disclose reasons for the rejection or disapproval of the Personal Loan application. Further, RCBC has the sole discretion to approve only a portion of the amount applied for.
 - b. CLIENT confirms that all information in this application is correct and complete. CLIENT shall notify RCBC of any change affecting the information and documents provided by CLIENT. Should any of the information provided and documents submitted prove to be false, RCBC may terminate any loan or accommodation and shall have the right to demand immediate payment of loan obligation.
 - c. CLIENT agrees and authorizes RCBC to obtain and verify such information and perform all necessary background checks (including credit scoring and investigation) as RCBC may require concerning the statements made in this application and that the sources from which RCBC may apply for such information are hereby authorized to provide RCBC the same.
 - d. CLIENT agrees to waive, to the extent allowed by law, the confidentiality of his/her personal data regarding his/her bank accounts, deposits and other credit information in order to ascertain my eligibility to avail credit.
- 3) Data Privacy
 - a. CLIENT agrees and authorizes RCBC or its duly authorized personnel to process his/her information for the purposes of customer identification, risk profile assessment, facilitation and commencement of an effective administration and implementation of the Personal Loan, and communication relevant to the Personal Loan.
 - b. CLIENT agrees and authorizes RCBC to retain the data collected during the application, as well as for the duration and even after the rejection, termination, closure or cancellation of the credit availment, relationship or services with RCBC for a period of ten (10) years from such termination until final conclusion of any requirement or disclosure of obligation, dispute or action.
 - c. CLIENT agrees and authorizes RCBC to a) collect and use his/her information and, where permitted by law, share it between the Yuchengco Group of Companies (YGC), its subsidiaries, affiliates and third-party institutions to identify and inform him/her of products and services provided by YGC, its subsidiaries and affiliates that may be of interest to him/he; and b) collect and use his/her information to promote the products and services of select third parties that may be of interest to him/her. CLIENT understands that if he/she refuses or withdraws his/her consent to a) and/or b), it will not affect his/her eligibility to avail credit.
 - d. CLIENT agrees that RCBC may disclose and share his/her personal data, as deemed applicable, with other YGC subsidiaries and affiliates, as well as selected third parties to offer selected products and services which are relevant and necessary in the administration of my account/s including but not limited to product/service improvements/upgrades, data analytics and related automated processes as part of RCBC's initiatives to further improve its service to its clients.
- 3) Interest, Fees and Charges
 - a. CLIENT agrees to pay the fees as broken down below:
 - i. A processing fee will be charged and deducted against the loan amount and will be netted out of the loan proceeds.
 - ii. Documentary Stamps Tax of Php 1.50 for every Php 200 for loan amount above Php 250,000 shall be charged and deducted against the loan amount and will be netted out of the loan proceeds.
 - b. CLIENT agrees to pay administration fee/ pre-termination fee, as may be applicable, should he/she decide to pre-terminate or pay his/her Personal Loan in full before maturity.

4) Cash Disbursement, Payment, and Default

- a. CLIENT agrees that the proceeds of the approved loan will first be applied to his/her existing personal loan with RCBC, if any, as payment. The remaining loan proceeds will be credited to his/her nominated bank account or in his/her payroll Account as may be applicable.
- b. CLIENT agrees that he/she shall be liable to RCBC for the approved loan amount and the charges due thereon such as late penalty fees in accordance with the Disclosure Statement, Amortization Schedule and other related Personal Loan documents.
- c. CLIENT understands further that fees are based on the prevailing rates and may vary per borrower. In addition, fees will be deducted upfront from the loan amount to be availed, resulting in a credited amount net of fees.
- d. CLIENT authorizes RCBC to collect payments through automatic debit arrangement (ADA) based on the signed Personal Loan application form. CLIENT may also opt to enroll at a later time through any means deemed acceptable by RCBC.

In connection thereto, CLIENT agrees that: (i) RCBC shall automatically charge/debit, without need of any further act from him/her, the due amount ("Debit Amount") on the due dates stated in the disclosure statement and/or amortization schedule or on the next/nearest working day thereto or if the due date falls on a holiday, weekend or on a date when certain maintenance activities are being performed on the debiting system then on the next/nearest working day when the debiting system is properly functioning ("Debit Date") from his/her designated deposit account as indicated in his/her application form ("Debit Account"), which will be applied to the payment of his/her loan; (ii) if the funds in my Debit Account are insufficient to cover the due amount on a Debit Date, RCBC shall cancel the debiting of the Debit Amount; (iii) RCBC may debit additional amounts as may be necessary as payment for past due amounts (iv) in case of his/her death, RCBC may charge the Debit Amount to the Debit Account, regardless of the Debit Date and without prejudice to RCBC's right to recover the full amount of his/her obligations on the Personal Loan from his/her estate and/or heirs, successors or assigns; (v) his/her request for ADA enrollment and any future request for disenrollment shall be subject to RCBC's prior consent and confirmation; and (vi) the Debit Account and all debits authorized in his/her ADA enrollment are further governed by RCBC's applicable terms and conditions, policies, and procedures, his/her consent to which is hereby affirmed.

RCBC has no obligation to debit CLIENT's Debit Account if the outstanding balance thereon is insufficient, unavailable, or has not been cleared, in which case he/she shall be liable to pay the penalty charge on all overdue amounts.

CLIENT hereby agrees to indemnify and hold RCBC its directors, officers and representatives, free and harmless from any claims, liability and/or damage arising out of or in connection with the exercise of the authority granted under the ADA.

- e. CLIENT understand that payments made to his/her Personal Loan account shall be applied in the following order:
 - i. Late penalty fee, as may be applicable
 - ii. Interest charge, as may be applicable
 - iii. Principal balance/ due payments/due monthly transactions, as may be applicable.
- f. In case of CLIENT's failure to pay when due and payable, any sum which he/she is obliged to pay under this Personal Loan and/or any other obligation which he/she may now or in the future owe to the holder of this Personal Loan or to any other party, whether as principal, surety, or guarantor, or in the event of death or dissolution (in case of corporation), bankruptcy, insolvency, receivership, levy or execution, garnishment or attachment, or in case of conviction for a criminal offense by final judgment carrying with it the penalty of civil interdiction, affecting all or any one of us, or in any of the cases enumerated in Article 1198 of the Civil Code of the Philippines:
 - i. CLIENT understands that the entire unpaid obligation (including unbilled balances) and all other fees and amounts payable under this Agreement shall become immediately due and payable without demand, presentment, dishonor, protest or further notice of any kind, all of which he/she hereby expressly and willingly waive.
 - ii. CLIENT agrees to pay late penalty fees as applicable.

- iii. If RCBC needs to refer CLIENT's case to a collection agency or through an Attorney-at-Law, CLIENT shall be liable to pay i) one percent (1%) of the sum due, which shall not be less than P2,000 nor more than P10,000 as endorsement fee; ii) twenty-five percent (25%) of the sum due as attorney's fees; iii) twenty-five percent (25%) of the sum due as liquidated damages; and iv) the actual expenses of collection and costs of suit.

- 5) In case of any changes in the crediting of loan proceeds RCBC/RCBC Bankard Services Corporation reserves the right to change the crediting option of CLIENT's application.
- 6) CLIENT understands and agrees that these terms and conditions are supplemental to and to be bound by RCBC's omnibus general terms and conditions which can be found in [<https://www.rcbc.com/uploads/media/Omnibus-General-T&Cs-as-of-Oct-28-2024.pdf>]. In case of conflict between these terms and conditions and the omnibus terms and conditions, these terms and conditions will govern with respect to the availment of Personal Loans.