

# RCBC UITF ONLINE FACILITY

## Terms and Conditions

By applying for RCBC UITF Online Facility and accessing your UITF account/s online, you agree to the following terms and conditions in addition to those contained in the RCBC Pulz Terms and Conditions, the Participating Trust Agreement and Other Account Opening Documents which you signed (if done over-the counter) or you agreed to (if done online) when the UITF account/s was/were opened. You also consent to share your data to RCBC and RCBC Trust Corporation.

Neither RCBC Trust Corporation (RCBC Trust) nor Rizal Commercial Banking Corporation (RCBC) shall have obligation to verify the authenticity of any instruction received or purported to have been received from you through the RCBC UITF Online Facility, other than through verification of your RCBC Pulz username, your login-password and transaction password or One Time Password, when applicable.

The RCBC UITF Online Facility, as provided by RCBC Trust, allows CLIENTs to perform various functions and transactions online related to their RCBC UITF accounts such as:

- a. Open a new RCBC UITF Account
- b. Enroll existing RCBC UITF Accounts
- c. Make initial and additional UITF investments
- d. Redeem UITF investments
- e. Download, save and print UITF account opening documents such as (a) Omnibus Participating Trust Agreement, (b) Risk Disclosure Statement (c) Customer Suitability Assessment
- f. Receive transaction confirmations through the CLIENT's registered email
- g. View up-to-date investment reports such as (a) Statement of Account (b) Transaction History (c) Portfolio Mix
- h. Update anytime the investor profile by re-accomplishing the Client Suitability Assessment
- i. Automated reminder and prompt to CLIENT once the Client Suitability Assessment is due for updating (every three years from date of last updating)

Upon completion and submission of the required online documents, your application and enrollment will be reviewed and validated by RCBC Trust. You understand that a Trust Sales Officer or Assistant may get in touch with you to help them validate your answers and explain further the benefits and risks of investing in RCBC UITFs.

RCBC UITF Accounts with multiple trustors with JOINT-AND relationship are not allowed to enroll in the RCBC UITF Online Facility. Those with JOINT-OR relationship are allowed to enroll in the RCBC UITF Online Facility but will not be able to perform online transactions such as add or redeem investments, cancel transactions or terminate RCBC UITF accounts. Only RCBC UITF accounts with sole trustors shall have full access to the features and functions of the RCBC UITF Online Facility.

An RCBC UITF Account opened through the RCBC UITF Online Facility shall only be allowed to (a) perform transactions online and (b) be terminated through the RCBC UITF Online Facility. On the other hand, an RCBC UITF Account opened over-the-counter (OTC) in a branch or RCBC Trust Head Office may enroll existing RCBC UITF account/s in the RCBC UITF Online Facility and may perform transactions both online and over-the-counter. You agree that by redeeming your investment in RCBC UITFs online, the hard copy, when applicable, of the Confirmation of Participation shall be effectively cancelled and you may NO longer use the same to (a) redeem your investment in your branch of account and/or (b) as proof of non-payment of the redeemed investment in RCBC UITFs.

Upon opening a new RCBC UITF account, you are given a "Cooling-off Period" of two (2) banking days from date of account opening, allowing you to revoke, cancel or terminate the Participating Trust Agreement by serving RCBC Trust with a written notice of instruction to cancel the account within such period. When you invoke the Cooling-off Period, the investment in the RCBC UITFs shall be redeemed based on the prevailing Net Asset Value per Unit (NAVPU) less all set-up, transaction and related costs that may have been incurred by RCBC Trust. Said redemption shall not however be subject to the early redemption charges imposed on withdrawals before the completion of the RCBC UITFs minimum holding period, if any. The redemption proceeds shall be settled following the RCBC UITFs'

prescribed settlement date.

RCBC Trust may set a limit on the amount of RCBC UITF that may be invested online. All RCBC UITF transactions done online will receive a confirmation of transaction which will be sent to the CLIENT's registered e-mail address.

RCBC Trust reserves the right not to execute any online instruction of the CLIENT to invest or redeem RCBC UITF's investments, for any reason whatsoever. If an instruction to invest or redeem is not accepted by RCBC Trust, RCBC Trust will execute a payment to credit to account, when applicable, to cover all amounts payable to CLIENT and shall inform the CLIENT via registered e-mail address of the non-execution of the transaction.

RCBC Trust reserve the right to terminate or suspend your access to the RCBC UITF Online Facility for the following reasons: (a) you are in breach of these Terms and Conditions or the UITF Online 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 Trust's internal policies and procedures; (d) you are insolvent; (e) your RCBC UITF Accounts 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 RCBC UITF Accounts 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 RCBC UITF 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.

RCBC Trust shall have the absolute discretion to amend or supplement any of the terms and conditions pertaining to the RCBC UITF Online Facility at any time, and, shall give you a notice at least one (1) month or the notice period provided in regulations covering UITFs, whichever is longer, by posting the amended terms and conditions on RCBC's Website, or, in RCBC Pulz 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 the RCBC Pulz. Such amended terms and conditions stipulated by RCBC will thereupon apply to and be binding on you at the expiry of one (1) month or the notice period provided in regulations covering UITFs, whichever is longer, from the date of notice. By continuing to use the RCBC UITF Online Facility, you shall be deemed to have accepted the amended/supplemental terms and conditions, if any.

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

The RCBC UITF Online Facility is available on a 24x7 basis, however, some or all of the services may become unavailable at certain times due to maintenance work, network or systems failure, or, any other causes which are beyond our control. If such an event occurs, you agree to access your RCBC UITF account(s) by other means such as visiting or contacting RCBC Trust or any of RCBC's branches. Neither RCBC Trust nor RCBC will not be responsible or liable for any expenses or any losses incurred by you in relation to your RCBC UITF account(s) as a result of the RCBC Pulz or RCBC UITF Online Facility being unavailable.

If by your act, fault, negligence, or omission, RCBC Trust becomes involved in any litigation which may have relation with the use of UITF Online, the Terms and Conditions for its use, and/or the Omnibus Participating Agreement, 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 UITF Online, the Terms and Conditions for its use, and/or Omnibus Participating Trust Agreement shall be brought in the proper courts of Makati City, Philippines.

The CLIENT may send requests, feedback, complaints, inquiries or concerns about the UITF account/s or the service offering of RCBC including the use of E-Banking channels and related transactions shall be communicated to RCBC Customer Care via phone at +63-2-8877-7222, Domestic Toll Free No. at 1-800-10000-7222, International Toll Free No. at (International Access Code) +800-8888-7222, via e-mail at [customercare@rcbc.com](mailto:customercare@rcbc.com), or by communicating with RCBC Trust or your Branch of Account. We may require that you send to us in writing, via email and within 24 hours, your clarification request, concern and/or complaint. To facilitate investigation, please include your complete name, User ID and Investor Number. Please describe in detail the nature 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.

RCBC Trust and RCBC are regulated by the Bangko Sentral ng Pilipinas (BSP; <http://www.bsp.gov.ph>).

All complaints shall be subject to a comprehensive investigation by RCBC Trust in accordance with its established guidelines and procedures on complaints handling. RCBC Trust shall notify the CLIENT of its findings or results of its investigation within reasonable time from the completion of the same. CLIENT agrees to such results and findings shall be final and conclusive whether such is for or against him.

Except as provided in this Terms and Conditions or by laws or regulations which RCBC Trust is subject to, neither RCBC Trust nor RCBC is responsible for any loss, injury, or damage, whether direct or indirect, including lost profits (even if advised of the possibility thereof) caused by the RCBC UITF Online Facility or the use of the RCBC UITF Online Facility, or, arising in any way out of the installation, operation, or maintenance of your computer or related equipment.