

Virtual Accounts (VA) Service Product Terms and Conditions (PTC)

A. SCOPE OF SERVICE/S

1. **Nature and Purpose of the Service:** The Virtual Account (VA) Service is an RCBC cash management facility **attached to existing bills collection Services**, designed to streamline transaction tracking for CLIENT merchants and billers by enabling the CLIENT to assign unique virtual account numbers to each of the CLIENT's payors and/or buyers ("Payor"). Each VA is linked to the settlement account of the Client, facilitating efficient collection tracking while protecting transaction integrity by obscuring primary account information.
2. **Payment Channels:** The Service allows the acceptance of payments through various payment rails, including but not limited to Instapay, PesoNet, Real-Time Gross Settlement (RTGS), and such other channels that may be activated or enabled by the Bank in the future (each a "Payment Channel").
3. **Depository Account:** For its availment of the Service, the CLIENT shall open/nominate its RCBC CASA account (the "ACCOUNT/S") indicated in the CMS Enrollment Form (CEF), which shall be used as the settlement account where the collection amount is credited within the agreed settlement period.
4. **Effectivity:** This PTC shall take effect upon the execution of the CEF and shall remain in force and in effect until terminated by either party pursuant to Section F (Term and Termination) of the CCM Master Terms and Conditions (MTC).

B. SERVICE PROCESS FLOW

1. **Payment Initiation:** The Payor shall initiate fund transfers through a designated Payment Channel by utilizing a VA number assigned to said Payor.
2. **Validation and Processing:** Upon receipt of the payment instruction from a Payor, RCBC shall validate the accuracy of the VA number. Once duly verified as valid, RCBC shall process the transaction. RCBC reserves the right to reject transactions with invalid or unassigned VA numbers.
3. **Settlement:** Upon successful validation and processing, the transaction amount shall be

credited to the ACCOUNT/S in accordance with the applicable settlement timelines of the Payment Channels.

C. CONSIDERATION

1. The CLIENT agrees to comply with the commercial and payment terms stated in the CEF, or its equivalent Enrollment/Maintenance Form.
2. For and in consideration of its availment of the Service, the CLIENT agrees to maintain a Service Availment Required Average Daily Balance ("Required ADB") in the ACCOUNT/S.

D. RESPONSIBILITIES OF THE PARTIES

1. Handling of Transactions

- a) The CLIENT shall have its own arrangement with its Payors for the issuance of the official receipt of the CLIENT confirming the payment made through RCBC under this PTC.
- b) RCBC shall have no obligation or liability to issue an Official Receipt (OR) or Provisional Receipt (PR) to the CLIENT's Payor/s. The CLIENT shall ensure its Payor/s understand that they have no right to insist on the issuance of the same from RCBC. RCBC shall not be liable for the non-issuance or delay in the issuance by the CLIENT of OR/PR to its Payor/s, or for failure or delay on the part of the CLIENT to act on any request of its Payor/s for a refund.
- c) Any deficiencies in the payment made by the Payor/s shall be settled solely between the CLIENT and the Payor/s.
- d) In case of misposting or double payment, RCBC shall debit the CLIENT's ACCOUNT upon due notice to CLIENT.
- e) RCBC shall not be liable for accepting partial payments or for accepting payments for past due accounts, it being understood that RCBC is authorized to collect any amount paid by the Payor/s.
- f) The CLIENT agrees that RCBC is entitled to fully rely on and implement all information and instructions it receives from the CLIENT. RCBC shall have no responsibility and liability for the accuracy or validity of such information.

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2. CLIENT's Payors

- a) Client-Customer Disputes - In the performance of this Service, RCBC is not acting as an agent or representative of the CLIENT or its Payors. RCBC is merely acting as a conduit between the CLIENT and its Payors. RCBC shall not be liable for any claim/action which may arise between the CLIENT and its Payors. The CLIENT shall be responsible for the handling and settlement of any and all queries, claims, or complaints of the Payors.
- b) Customer Agreement - The CLIENT shall be solely responsible for advising its Payor/s of the payment process under the Service and in ensuring that Payors fully understand/s and agree/s to the terms hereof, specifically those terms which impose certain obligations/liabilities on the part of the Payor/s. The CLIENT warrants that Payor/s has/have agreed to be bound by the terms hereof.
- c) Indemnification - The CLIENT agrees to hold RCBC, its stockholders, directors, officers, employees and representatives free and harmless, as well as indemnify them, from any and all liabilities, claims, losses, damages and suits of whatever nature arising out of or in connection with the CLIENT's duties and responsibilities to its Payor/s.

F. REPORTS AND CREDITING OF ACCOUNTS

- 1. All successful VA transactions shall be credited to the ACCOUNT.
- 2. RCBC will generate and submit a Collection Report at the end of day to the CLIENT indicating all successful VA transactions credited to the CLIENT for the day.
- 3. If, in the CLIENT's opinion, the Collection Report contains any error or inaccurate information, the CLIENT shall, within seven (7) calendar days from receipt of the report, notify RCBC and submit proof of said error or inaccuracy; otherwise, the report and the credits reflected therein shall be deemed correct, final, and binding against the CLIENT.