

BIR ePayment

Product Terms and Conditions (PTC)

A. SCOPE OF SERVICES

1. Definitions

- a) **Bureau of Internal Revenue (BIR)** is an agency of the Department of Finance that collects all internal revenue taxes, fees and charges, among other functions mandated by the Philippine government.
- b) **Electronic Filing and Payment System (eFPS)** refers to the system developed and maintained by BIR for electronically filing tax returns, including attachments, if any, and paying taxes due thereon, specifically through the internet.
- c) **e-Payment** is the process of electronically paying a tax liability through the internet banking facilities of Authorized Agent Banks (AABs).
- d) **Information** shall mean all documents, papers, maps, plans, designs, drawings, diagrams, tables, charts, processes and techniques, computer programs or data and all research, operations, financing, management or other documents, or any processing, manufacturing, technical or scientific know-how, or other information supplied or made available by the CLIENT to BANK respecting the RCBC BIR ePayment Facility during the Term of these Terms and Conditions.
- e) **RCBC BIR ePayment Facility** is the e-Payment internet banking facility of RCBC wherein the corporate taxpayer completes the payment of their taxes via debit from the client's enrolled RCBC bank account. The collected payments are remitted to BIR within the agreed schedule as mandated by BIR.

2. Availment of the Services

- a) This PTC shall take effect upon execution of the CMS enrollment form (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) RCBC BIR ePayment shall be used by the CLIENT solely for the purpose of communicating with RCBC in relation to payment instructions to the BIR. Through the RCBC BIR ePayment Payment facility, the CLIENT shall only be permitted to access its accounts maintained with the various Business Centers that are approved in writing by RCBC from time to time. All RCBC BIR ePayment transactions with each of the Business Centers shall be subject to the banking regulations and any specific conditions of the respective Business Centers that are from time to time in effect. However, should there be any inconsistency between the specific policies, procedures and regulations of the relevant Business Centers and these Terms and Conditions, in so far as it is not in conflict with the terms and conditions as set forth in the Internet Banking

Addendum, the provisions of these Terms and Conditions shall prevail, subject further to this Terms and Conditions.

- c) RCBC shall have no obligation to the CLIENT to: (1) issue an official receipt for the latter's payments to the BIR; or (2) perform any obligation of the BIR to the CLIENT; or (3) respond to any question or complaint of the CLIENT in relation to its transaction with the BIR; or (4) refund any payment made by the CLIENT through the RCBC BIR ePayment; or (5) be liable in any manner to the CLIENT except as provided in or pursuant to the provisions of these Terms and Conditions.

B. RESPONSIBILITIES OF THE CLIENT

1. The CLIENT shall not interfere with, alter, amend, tamper with or misuse in any manner whatsoever (the opinion of RCBC being conclusive in this respect) the RCBC BIR ePayment Facility.
2. The CLIENT hereby warrants that it will maintain its account/s with sufficient funds to cover all its transactions.
3. The CLIENT undertakes to verify at the end of each calendar month the correctness of the transactions made against its enrolled accounts, as indicated in the Statement of Account (SOA) prepared by RCBC or available in RCBC Online Corporate (ROC) covering the relevant month, as may be made available in accordance with relevant bank policies and procedures. The CLIENT hereby agrees that if no written objection is received from the CLIENT by BANK on any or all of the transactions within the period stated in the relevant SOA, the CLIENT is deemed to accept and confirm the correctness of all such transactions in the relevant month as shown in the SOA. Such acceptance and confirmation shall be conclusive evidence as against the CLIENT that (a) the transactions or the reports and statements on said transactions are correct, without need of any further proof, and that (b) RCBC shall be free from all claims in respect thereof.
4. The CLIENT acknowledges that RCBC will not be liable for late remittances or non-posting of transactions by the BIR caused by data/information erroneously entered by the CLIENT.

C. CONSIDERATION

RCBC shall render the services provided for under these Terms and Conditions free of charge in consideration of the CLIENT's RCBC Account/s presently maintained with RCBC.