

RCBC-BANCNET EGOV ONLINE

Product Terms and Conditions (PTC)

A. SCOPE OF SERVICES

1. Definitions

The following words and expressions shall have the meanings respectively attributed to them:

- a) **BancNet eGov Online Facility Property:** any reference material, device, equipment, software, data and property (which can be information) which BancNet thru RCBC supplies to the CLIENT or which the CLIENT receives or obtains from BancNet thru RCBC or from any website belonging to BancNet and/or RCBC (including any technical, design or other information) in connection with the use of the BancNet eGov Online Facility.
- b) **Corporate Administrator:** an officer of the CLIENT who is assigned to enroll and maintain the accounts (including the names and User ID/s) of the CLIENT's designated users for the BancNet eGov Online Facility.
- c) **eGov Password:** any sign-on password, authorization password or Personal Identification Number, as may be changed by the CLIENT from time to time, by which the CLIENT would access and use the BancNet eGov Online Facility.
- d) **RCBC Accounts:** Peso denominated RCBC accounts of the CLIENT. Foreign currency accounts may not be enrolled under this Agreement.
- e) **User ID:** the user identification code for each user of the BancNet eGov Online Facility.

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) Through the BancNet eGov Online Facility, the CLIENT shall be given access, as approved in writing by RCBC, to its RCBC Accounts maintained with the various Business Centers. The CLIENT hereby agrees that this PTC and the transactions contemplated hereby shall only cover RCBC Accounts duly enrolled by the CLIENT and the CLIENT hereby warrants that it shall not use any other account, except for the enrolled RCBC Accounts, to access the BancNet eGov Online Facility. Moreover, all BancNet eGov Online Facility transactions with each of the Business Centers shall be subject to RCBC's policies and procedures, Banking Regulations, including but not limited to money laundering, terrorism financing, data privacy, and confidentiality of banking payment transactions, including Republic Act ("RA") No. 9160 (Anti-Money Laundering Act of 2001), RA No. 10168 (Terrorism Financing Prevention and Suppression Act of 2012), R.A. 1405 (the Law on Secrecy of Bank Deposits), R.A. 6426 (the Foreign Currency Deposit Act of the Philippines), and Section 55 of R.A. 8791 (the General Banking Law of 2000), and the Terms and Conditions governing deposit accounts of RCBC, and any specific conditions or policies of the respective Business Centers that are from time to time in effect. In the event of a conflict between the specific conditions or policies of the relevant Business Centers and these PTC, the provisions of these PTC shall prevail. The CLIENT hereby consents to the sharing and/or disclosure of information to RCBC and by RCBC as regards the BancNet eGov Online Facility, the transactions and/or the CLIENT's RCBC Account as may be necessary for purposes of implementing the services provided herein. Sharing or disclosure of information about the CLIENT by RCBC for purposes of the services, the BancNet eGov Online Facility, the transactions, the CLIENT's RCBC Account and these PTC shall not constitute a violation of any of the obligations of confidentiality and applicable laws. The CLIENT agrees that all data relating to the CLIENT and the CLIENT's RCBC Account(s) may be transmitted to or through, and/or stored in any location(s), and accessed by any authorized personnel of RCBC, where, in RCBC's opinion, such transmission, storage and/or access is necessary for the provision of the services of the BancNet eGov Online Facility to the CLIENT.
- c) RCBC shall have no obligation to the CLIENT to: (1) issue an official receipt for the latter's payments to the participating merchants or government agencies; or (2) perform any obligation of any participating merchant, of any government agency or of BancNet to the CLIENT; or (3) respond to any question or complaint of the CLIENT in relation to its transaction with any participating merchant, government agency or BancNet; or (4) refund any payment made by the CLIENT through the BancNet eGov Online Facility; or (5) be liable in any manner to the CLIENT except as provided in or pursuant to the provisions of these PTC.
- d) For the CLIENT's commencement of and continued use of the BancNet eGov Online Facility, the CLIENT shall be supplied with the relevant BancNet eGov Online Facility Property, as well as the necessary User ID(s) and eGov Password(s) by RCBC, for the use of the CLIENT or the personnel authorized by the CLIENT to use the BancNet eGov Online Facility. On its first use of the BancNet eGov Online Facility, the CLIENT shall, or cause its authorized personnel to, change the eGov Password(s) for his/her sole confidential knowledge. The CLIENT undertakes to ensure that the disclosure of User ID(s) and eGov Password(s) to any unauthorized person is prevented.
- e) Any notice from BancNet and/or RCBC about any enhancement or new feature of the BancNet eGov Online Facility may be given through electronic means to the CLIENT's registered email address/es. Unless otherwise indicated in the notice, use by the CLIENT of such

enhancement or new feature shall not impose additional conditions or requirements on the CLIENT, unless necessary, and the same shall be considered effective and activated upon receipt of the notice by the CLIENT. Enhancements or new features that require the CLIENT's consent to additional conditions and requirements shall not be activated by RCBC until such consent is given by the CLIENT in writing within the period indicated in the relevant notice.

- f) Any instruction or notice from the CLIENT to RCBC pertaining to or affecting the CLIENT's RCBC Account enrollment additions/deletions/revisions with regard to the use of the BancNet eGov Online Facility shall be deemed to be given only upon actual receipt of the instruction/notice (in such form and through such means as shall be acceptable to RCBC), duly signed by the authorized signatory/ies of the CLIENT, by the specific Business Center which is required to carry out or act upon that instruction or notice. Except for payment instructions using the CLIENT's RCBC Accounts enrolled under the BancNet eGov Online Facility, which are effected by the CLIENT through the use of User ID(s) and Password(s), all communication (including other types of instruction and notices) to RCBC shall be in such form and through such means as shall be acceptable to RCBC. All instructions and notices of the CLIENT to RCBC shall be irrevocable upon receipt by RCBC. The CLIENT acknowledges that its nominated address/email/contact information maintained in RCBC's records is/are valid and shall be where correspondences will be sent by RCBC.
- g) RCBC shall only authorize legitimate debit payments passed on to it by Bancnet as collections for the participating merchants or government agencies. Payments debited during non-banking days (weekends and/ or holidays) and after Bancnet's end of day cut-off time shall be considered as transactions for the next banking day.
- h) Where RCBC renders assistance to the CLIENT for the proper operation and use of the BancNet eGov Online Facility, all costs and expenses relating to such assistance or the correction and rectification of all such errors or failures which are attributable to the CLIENT shall be for the CLIENT's account. RCBC is entitled to change the type, versions or specifications of any hardware or equipment that the CLIENT may be required to use in connection with the BancNet eGov Online Facility, or require the CLIENT to upgrade the relevant software or web browser, and in the event any such requirements are not met by the CLIENT, RCBC may refuse to act on any instruction sent by the CLIENT and terminate this PTC forthwith.
- i) The CLIENT agrees that any complaints, queries or support requirements regarding the BancNet eGov Online Facility shall be coursed through RCBC Global Transaction Banking Business Solutions at (+632) 8087262 during regular banking hours, from 8:30am to 5:30pm, and in the event RCBC is unable to resolve the same, the CLIENT agrees that the same shall be forwarded to BancNet for further handling or investigation and RCBC shall not be held liable for any loss or damage that the CLIENT may incur in connection with such complaint, query or support requirement referred further to BancNet. For any complaints, queries or support requirements to be made beyond the regular banking hours, the CLIENT agrees to contact BancNet directly at (+632) 8568134 to 37, or as indicated in the BancNet Online website (<https://www.bancnetonline.com>).

B. RESPONSIBILITIES OF THE CLIENT

1. The CLIENT warrants that it shall only allow its authorized and properly trained employee(s) to have access to, enroll in and use the BancNet eGov Online Facility. The CLIENT agrees to keep and cause to be kept all BancNet eGov Online Facility Property, User ID(s), and eGov Password(s) strictly confidential at all times. The CLIENT further agrees to ensure that no BancNet eGov Online Facility Property, User ID(s), or eGov Password(s) shall leave its possession or control, nor shall the CLIENT copy any BancNet eGov Online Facility Property or allow the same to be copied in any manner. The CLIENT's obligation hereunder shall be a continuing one and shall survive any cancellation or termination of this PTC. The CLIENT shall be responsible for immediately changing the User ID(s) and/or eGov Password(s) if the CLIENT becomes aware that these have been compromised or have been disclosed to an unauthorized person. The CLIENT shall also ensure the deletion of any affected User ID(s) if any person ceases to be authorized by the CLIENT as a User of the BancNet eGov Online Facility. RCBC will not be liable for any loss whatsoever arising from the use of the User ID(s) or Password(s) by any unauthorized person, the CLIENT hereby acknowledging that the responsibility of ensuring protection of its information and account rests with it.
2. The CLIENT warrants that it will ensure that its Corporate Administrator and user(s) use the BancNet eGov Online Facility in compliance with any reference material, instruction, request, notice, rules or procedures issued by BancNet and/or RCBC, respectively, from time to time. The CLIENT acknowledges it has sole control of the users who have access to its eGov Account and that any and all changes/updates to its company profile in the RCBC-BancNet eGov Online Facility shall be initiated by its assigned Corporate Administrator/s. Succeeding changes and any updates to the CLIENT's account shall be effected by the CLIENT's assigned Corporate Administrator(s) using the enrolled User ID(s) in the BancNet eGov Online Facility. The CLIENT hereby acknowledges it has sole control of the designated users who have access to its account. The CLIENT shall completely fill out the required Certification to indicate the RCBC Account numbers to be enrolled,

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partner merchants to be accessed, list of the CLIENT's users and other relevant information.

3. The CLIENT acknowledges and agrees to a cut-off time for payments/transactions undertaken on their corresponding due dates. Should said payments not make said cut-off period or in case of unavailability of the BancNet eGov Online Facility, the CLIENT agrees to use alternative payment channels to avoid incurring late payment charges from the participating merchants or government agencies. Neither RCBC nor Bancnet shall be liable for such late charges that may be incurred by the CLIENT hereunder. The CLIENT undertakes to notify RCBC before the cut-off time of 5:00 pm of the transaction date of any failure or delay in the execution of instructions or defect relating to the BancNet eGov Online Facility. If the failed payment is made after the cut-off of the transaction date or it falls on a Saturday, Sunday, legal holiday, or any non-banking day, the CLIENT shall send written notice, regarding such failed payment, before the cut-off of the succeeding banking day. The CLIENT hereby agrees that its failure to provide RCBC with such written notice within the required period will exempt RCBC from any liability therefore. The CLIENT understands that transactions performed through the BancNet eGov Online Facility are not conducted in real time and hereby warrants that it will maintain its account/s with sufficient funds to cover all its transactions.

4. The CLIENT acknowledges that Bancnet and/or RCBC will not be liable for late remittances or non-posting of transactions by participating merchants or government agencies caused by data/ information erroneously entered by the CLIENT in its file upload. Should RCBC be

charged by Bancnet any penalty that may be levied by a participating merchant or government agency as a result of such erroneous information, the CLIENT acknowledges and agrees that RCBC can charge and collect the said penalty from it. Penalties imposed by the participating merchants or government agencies for late remittances or non-posting caused by Bancnet's own fault, negligence, omission or those due to the BancNet eGov Online Facility's system-error shall be borne by Bancnet and may be recovered by the CLIENT from Bancnet.

5. The CLIENT undertakes to verify at the end of each calendar month the correctness of the transactions made against their/its enrolled RCBC Accounts, as indicated in the Statement of Account covering the relevant month. The CLIENT hereby agrees that if no written objection is received by RCBC on any or all of the transactions within the period stated in the relevant Statement of Account, the CLIENT is deemed to accept and confirm the correctness of all such transactions in the relevant month as shown in the relevant Statement of Account. Such acceptance and confirmation shall be conclusive evidence as against the CLIENT that: (1) the transactions or the reports and statements on said transactions are correct, without need of any further proof; and that (2) RCBC shall be free from all claims in respect thereof.

C. CONSIDERATION

RCBC shall render the services provided for under this PYC free of charge in consideration of the CLIENT's RCBC Account/s presently maintained with RCBC.