

Cash Rider Product Terms and Conditions (PTC)

A. SCOPE OF SERVICES

RCBC shall provide the following service (the “**Services**”) to CLIENT:

CASH RIDER (Motorized Cash Pick-Up) – RCBC or its associate/s and/or agent/s shall pick-up cash (“**Funds**”) from CLIENT’s premises or outlet/s (“**Outlet/s**”), as identified by CLIENT in writing. “RCBC associate/s and/or agent/s” shall refer to independent subcontractors, including their employees and personnel, engaged by RCBC to perform designated portions of the Services. RCBC associate/s and/or RCBC agent/s shall be collectively referred to herein as “RCBC Authorized Representative/s.”

B. SECURITY ASSESSMENT

CLIENT shall provide a safe and secure location in its Outlet/s for RCBC Authorized Representatives to pick-up Funds. For this purpose, RCBC reserves the right to inspect and conduct security assessments of such locations in the Outlet/s before the execution of the CEF and/or at any time during the term of the service. The parties shall mutually cooperate with each other to address any security risks that may be detected by RCBC and/or to identify another secure location in the Outlet/s.

C. CLIENT’S AUTHORIZED REPRESENTATIVES

1. CLIENT’s authorized representative/s (“**CLIENT’s Authorized Representative/s**”), as identified by CLIENT through the **Product Implementation Form (PIF)** or equivalent document, shall be responsible for turning over Funds and Deposit Form/s to RCBC Authorized Representative/s during each pick-up.
2. “**Deposit Form/s**”, as used in this PTC, shall include paper-based and electronic forms as RCBC may prescribe for use in the Outlet/s, which shall contain details of the Funds picked-up, such as, but not limited to, transaction date, total amount, quantity of bills and coins, if applicable. CLIENT shall promptly inform RCBC in writing of any changes to CLIENT’s Authorized Representative/s, endorsed by CLIENT’S Delegated Officer/s for the Services.
3. RCBC reserves the right to refuse to pick-up any Funds from any person other than CLIENT’s Authorized Representative/s on record. For all other requests and transactions, CLIENT hereby authorizes RCBC to rely upon and act in accordance with CLIENT’S written requests and instructions duly signed by **CLIENT’S Delegated Officer/s** and/or **CLIENT’S Authorized Signatories (“Client Instruction”)**.
4. RCBC, its directors, officers, stockholders, subsidiaries, employees, service providers, and subcontractors; and RCBC Authorized Representative/s shall not be held responsible for any loss or damages arising from any Client Instruction. Notwithstanding the foregoing, RCBC reserves the right not to comply with any Client Instruction which is contrary to Banking Regulations, RCBC’s internal policies or procedures, or prejudicial to the interest of RCBC, if implemented.

D. AVAILMENT OF THE SERVICES

1. 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 Section F (Term and Termination) of the CCM Master Terms and Conditions (MTC)
2. For its availment of the Service(s), CLIENT shall open/nominate in writing its RCBC Savings/Current Account/s as its Depository Account/s. All Funds picked-up will be credited to, and the pertinent fees and charges will be debited from, the Depository Account/s.

E. COMPENSATING BUSINESS, FEES, & CHARGES

1. CLIENT shall pay RCBC a Service Fee per pick-up, which shall be automatically debited by RCBC from the Depository Account(s) on the fifth (5th) Banking Day of the following month or payable in such other manner as may be agreed upon by the parties in writing, and/or shall maintain an Average Daily Balance (“Required ADB”) in the Depository Account(s).
2. The CLIENT agrees to comply with the commercial and payment terms stated in the CEF or its equivalent Enrollment / Maintenance Form.

F. CASH PICK-UP

1. The pick-up schedule, Outlet/s to be serviced, mode of pick-up per Outlet, and the particulars of CLIENT’S Authorized

Representative/s per Outlet shall be set by the parties in writing. CLIENT may request additional pick-ups from time to time. Additional pick-ups shall be deemed to mean all requests for pick-ups that are beyond the scope previously agreed upon by the parties in writing. All such requests shall be subject to RCBC’s discretion and such applicable fees as may be imposed by RCBC, without prejudice to RCBC’s right to modify the applicable fees and/or charges for the Services.

2. CLIENT acknowledges and agrees that no deposit relationship shall exist between CLIENT and RCBC from the time Funds are picked-up by RCBC Authorized Representatives in CLIENT’S Outlet/s until the Funds actually arrive in the premises of RCBC or the premises of RCBC Authorized Representative/s.
3. All pick-ups of Funds shall be in accordance with the procedure set by RCBC and shall be done by the identified RCBC Authorized Representative/s. RCBC shall be authorized to take all appropriate security measures necessary to protect the Funds and RCBC Authorized Representative/s during each pick-up.
4. The amount of Funds picked-up from Outlet/s as indicated in Deposit Form/s shall be provisional and is subject to RCBC’s confirmation after undergoing verification and/or reconciliation procedures, as applicable.
5. RCBC reserves the right to refuse to pick-up any Funds or adjust the amounts credited to the Depository Account/s if RCBC determines that:
 - a. There is discrepancy on the transaction as described in the Deposit Form/s, including but not limited to the amount indicated in the Deposit Form/s and the actual amount received and counted by RCBC Authorized Representative/s, or cases of over-crediting, erroneous crediting, or misposting;
 - b. There are counterfeit notes/bills among the Funds picked-up;
 - c. There are missing information relevant to the processing of the picked-up Funds to the Depository Account/s, such as but not limited to, missing or inaccurate reference or Outlet codes (if applicable), or any other missing or inaccurate information on the Deposit Form/s;
 - d. Unauthorized alteration or tampering of deposit form/s by CLIENT’S Authorized Representatives; or
 - e. Other similar or analogous instances.
6. If RCBC is unable to collect the full amount required to effect any adjustment, debit or reversal authorized under this PTC due to the lack of insufficiency of funds in the relevant Depository Account, and no funding is received from CLIENT by the end of the same Banking Day, RCBC shall impose interest at its prevailing commercial lending rate on the uncollected amount from the date of the said adjustment debit or reversal until the date such uncollected amount is received by RCBC.
7. RCBC shall confirm the amount of credited Funds through electronic means via the ROC. The amount stated in the deposit confirmation shall prevail over the amount stated in the Deposit Form/s should there be a discrepancy. If, in CLIENT’S opinion, the deposit confirmation contains any error or inaccurate information, CLIENT shall, within seven (7) calendar days from receipt of the deposit confirmation, report the same to RCBC and submit proof of said error or inaccuracy; otherwise, the deposit confirmation shall be deemed correct and binding against CLIENT.

G. LIMITATION OF LIABILITY

1. The maximum cash pick-up limit shall follow the Cash Rider threshold variant indicated in the CEF/PIF.
2. RCBC’s liability for any loss of Funds, occurring either in transit or at any time after they are picked-up from an Outlet but before they are credited to the relevant Depository Account shall not exceed the picked-up amount as stated in the deposit form, and shall strictly conform with the limit set forth per availed threshold variant.
3. RCBC shall in no case be liable to CLIENT for the loss of any Funds picked-up if the loss thereof is caused by or attributable to their violation of any provision of this PTC or any other fault or negligence committed by or participated in by CLIENT’S Authorized Representative/s, employees, service providers or agent