

Terms of use

Whitelabeled Gateway

Last update: January 12, 2024

INTRODUCTION

I. These General Terms of Use (“TERMS”) are made between you (hereinafter: the CLIENT) and the entity incorporated under the laws of Philippines under the name RIZAL COMMERCIAL BANKING CORP., (hereinafter: the PROVIDER) enabling payment transactions via payment gateway (the “Service”).

II. By downloading, installing or using all or any portion of the Service, , the CLIENT accepts and agrees to be legally bound by these TERMS. III. The CLIENT represents and warrants the following to PROVIDER:

a) Where the CLIENT is a company or legal entity, that (i) it has the requisite corporate power and authority to execute, deliver and perform its obligations under these TERMS and (ii) the execution and performance of these TERMS and the consummation of the transactions contemplated by these TERMS have been duly authorized by the requisite corporate action on the part of such CLIENT, if required;

b) CLIENT has all licenses, authorizations, approvals, consents or permits required to perform CLIENT’s obligations under these TERMS under all applicable laws of all authorities having jurisdiction over the SERVICE, except to the extent the failure to obtain any such license, authorizations, approvals, consents or permits is, in the aggregate, immaterial, have been obtained by CLIENT;

c) the acceptance, delivery, and performance of these TERMS shall not constitute a violation of any judgment, order, or decree; a material default under any material contract by which it or any of its material assets are bound; or an event that would, with notice or lapse of time, or both, constitute such a default.

1. DEFINITION OF TERMS

The following terms, used either in singular or plural, shall have the meaning as set below:

1.1. **CLIENT** – the MERCHANT’s customer/end-user who makes a Transaction to MERCHANT in MERCHANT’s website or over the software, tools or channels provided or accepted by PROVIDER;

1.2. **MERCHANT** – a natural or juridical person offering products or services available for purchase or payment online and which has engaged PROVIDER in a separate contract to facilitate Transactions. ;

1.3. **BUSINESS DAY** – any day excluding Saturdays, Sundays, days declared in the Philippines as public holidays, days declared by the Bankers Association of the Philippines or any other government as a holiday, or days where PROVIDER is authorized by law to close or cease operations;

1.4. **TRANSACTIONS** – CLIENT’s legitimate transaction of payment, pay-out (to receive money) or settlement made with MERCHANT, performed via electronic communication or over electronic systems, including in particular the Internet, software systems and applications, mobile phone applications, other computer systems and networks, compatible with the SERVICE and approved by PROVIDER.

1.5. **THIRD PARTY INSTITUTION** – means a bank (other than PROVIDER), electronic money issuer, or financial institution, or an an operator of or participant in a banking system, cardnetwork, payments system, financial transactions network, or any others a system that is compatible with SERVICE and the TRANSACTIONS;

2. TRANSACTION TERMS

2.1. PROVIDER shall not be obliged to process any particular TRANSACTION. Each TRANSACTION initiated through the SERVICE shall be considered a request by CLIENT for PROVIDER to process the requested TRANSACTION. Where PROVIDER rejects or is otherwise unable to complete a TRANSACTION request,

PROVIDER shall provide reasonable notice to CLIENT. HOWEVER, PROVIDER 'S acceptance to proceed with the TRANSACTION does not result in any waiver of its right to suspend, cancel, or reverse the TRANSACTION as authorized in this Section 3 or any of its remedies in options under these TERMS or under any applicable law or regulation.

2.2. CLIENT shall not undertake any actions to interfere or attempt to interfere with the proper performance of the SERVICE and the software included therein. PROVIDER shall have, at all times, the right to audit and verify any and all activities performed within or with any use of the SERVICE.

2.3 PROVIDER shall be entitled, at its own discretion and without a need to provide justification, to refuse, cancel, or reverse (as applicable) a TRANSACTION if, in particular: (a) PROVIDER is unable to verify the identity of the parties involved in TRANSACTION; (b) CLIENT fails to provide the information, data, or funds required to complete and perform the TRANSACTION; or (c) PROVIDER'S justified belief that the CLIENT is using the SERVICE in breach of its terms set in this and other documents concerning the use of the SERVICE, or any applicable laws, rules or regulations; or (d) if PROVIDER has a justified belief that the TRANSACTION may be illegal, fraudulent, unauthorized or otherwise suspicious. PROVIDER may, but shall have no obligation to, inform the parties to the TRANSACTION about such suspension, cancellation, or reversal, unless otherwise required by applicable laws or regulations. .

3. CLIENT'S CONSENTS AND UNDERTAKINGS

3.1. CLIENT authorizes PROVIDER or its duly authorized personnel to collect and process all information supplied by CLIENT for the use of the SERVICE or for a TRANSACTION ("Client Information"). CLIENT further authorizes PROVIDER or its duly authorized personnel to disclose Client Information to third parties, including the Merchants, Third Party Institutions, or PROVIDER'S agents, service providers, or representatives, to the extent necessary to complete the processing of a TRANSACTION or where such collection, processing or disclosure is required or authorized by any applicable law or regulation.

3.2. Save to other representations as set in these TERMS or other documents concerning the use of the SERVICE, the CLIENT and/or MERCHANT, the CLIENT agrees to, in particular:

a). comply with the terms and conditions of the SERVICE, as resulting from these TERMS and other documents concerning the use of the SERVICE;

b). pay all obligations, fees and other amounts applicable to the use of the SERVICE.

c). comply with the license terms and refrain from any actions to copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the SERVICE and the software included therein, unless it is expressly permitted or required by law, or unless the PROVIDER has granted the CLIENT its prior written consent;

d) refrain from any actions to circumvent, disable, or otherwise interfere with security-related features of the SERVICE;

e). not to probe, scan or test the vulnerability of the SERVICE or any network connected to it, and not to breach the security or authentication measures on the same;

f) refrain from interfere or attempt to interfere with the proper working of the SERVICES or any transaction being conducted using the SERVICES, or with any other person's use of the SERVICE;

g) provide PROVIDER with: (a) true, accurate, current and complete Client Information in the manner requested by PROVIDER; (b) provide authentic identity documents, as may be required; (c) provide PROVIDER with any other information that may be required for the SERVICE to be properly executed;

h). not to try to revoke, cancel or suspend the TRANSACTION already processed by PROVIDER or a TRANSACTION already accepted for processing;

i). update the software necessary to use SERVICE, when instructed by PROVIDER.

3.2. In cases where the processing of a Transactions is required by law or regulation to pass through a Third Party Institution, including transactions within the scope of the National Retail Payment System (NRPS) consisting of the InstaPay and PesoNet payment schemes (as applicable), CLIENT agrees that (a) the completion of such Transactions shall be subject to the relevant Third Party Institutions policies and procedures; (b) Instapay Transactions, are generally credited to the account number supplied by CLIENT instantaneously and may no longer be cancellable or reversible by PROVIDER once completed; and (c) unless otherwise indicated by PROVIDER, Transactions are processed on the basis of the account number(s) supplied by CLIENT. For the avoidance of doubt, PROVIDER shall not be obliged to

verify that any account numbers supplied by CLIENT pertains to the beneficiary or recipient named by CLIENT for a Transaction, except where verification is otherwise required by applicable laws and regulations.

3.4 CLIENT agrees to indemnify and/or hold PROVIDER harmless and free of any loss, damage, or liability arising from CLIENT'S fault, negligence, or breach of these TERMS.

4. PROHIBITED USE

4.1. The CLIENT shall not, and shall not permit or cause anyone else to :

a) offer, distribute or give SERVICE and the software included therein (or any portion thereof) in any way, either of charge or free of charge (sell, sublicense, rent, lease, share or other) to any third parties – in a manner other than this permitted under these TERMS or any other agreements concluded with PROVIDER ;

b) automate the use of the SERVICE and the software included therein (or any portion thereof) nor host the SERVICE and the software included therein (or any portion thereof) in a server environment or on any devices in order to provide its functionality to any third parties;

c) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the SERVICE and the software included therein, unless it is expressly permitted or required by law, or unless the PROVIDER has granted the CLIENT its prior consent made in a written form in order to be valid;

d) assign rights granted by these TERMS to any third party without obtaining a PROVIDER and PROVIDER'S prior consent to do so, made in a written form in order to be valid;

e) disseminate the particular works and their copies or place them on the market;

f) translate, adapt, change the layout, or make any other changes to the works, develop the SERVICE and the software included therein (or any portion thereof), decompile, reverse engineer, reproduce, or modify the SERVICE and the software included therein (or any portion thereof) in part or in full, copy the source code

of the SERVICE and the software included therein (or any portion thereof), or translate the form of the code;

g) exercise or permit the exercise of any derivative copyrights to the software.

4.2 . For the avoidance of doubt, the source code of the SERVICE and the software included therein (or any portion thereof) is not a part of the subject matter of the rights granted to CLIENT under these TERMS.

5 . CONSUMER ASSISTANCE MECHANISM

5.1 Consumer Assistance. CLIENT may send requests, feedback, complaints, inquiries or concerns about the account/s or the payment service offering of the PROVIDER including the use of the Service and related Transactions shall be communicated via email to RCBCPayHelpdesk@rcbc.com

The PROVIDER is regulated by the Bangko Sentral ng Pilipinas. In addition to the preceding section, the CLIENT may file and escalate complaints with the BSP Financial Consumer Affairs Group via phone at 8708-7087 or via email at consumeraffairs@bsp.gov.ph.

5.2 Handling of Complaint/s. Complaints or disputed Transaction/s shall be subjected to a comprehensive investigation by the PROVIDER in accordance with its established guidelines and procedures on complaints handling. The PROVIDER, in coordination with its service providers where applicable, shall notify the CLIENT of its findings or results of its investigation within reasonable time from the completion of the same. CLIENT agrees that such results and findings shall be final and conclusive whether such is for or against him.

5.3 General Provision on Consumer Education and Awareness: For purposes of full disclosure and transparency, salient features of the SERVICE, including fees and charges, if applicable, are published and are readily available in the PROVIDER'S official website for CLIENT'S reference and awareness.

6 NO WARRANTY, LIMITATION OF LIABILITY

6.1. The SERVICE and any software or content included therein (or any portion thereof) are provided on an "as is" and "as available" basis, without any warranties or representations. To the fullest extent allowed by applicable laws and

regulations, PROVIDER makes no warranties on the availability or accuracy, appropriateness, completeness or non-infringement of the SERVICE.

6.2 PROVIDER makes no warranties:

a) in regard with the content, accuracy and correctness of the data or information provided to or received from the SERVICE;

b) that the SERVICE will be error-free and the use of SERVICE will be uninterrupted;

c) that any particular result or information will be obtained when using SERVICES.

6.3. The CLIENT acknowledges and accepts that:

a) the SERVICE and the software included therein (or any portion thereof) may be used only on the devices and in a manner defined in the specifications made available by the PROVIDER ;

b) the performance, machining times, and other parameters specified by PROVIDER in any document or in other publicly available materials are of general and approximate nature and may differ from the actual parameters achieved by the CLIENT when using the SERVICE and the software included therein (or any portion thereof);

d) PROVIDER does not guarantee that the SERVICE and the software included therein (or any portion thereof) is free from errors; however, the PROVIDER takes commercially reasonable actions intended to minimize the occurrence of potential errors in the SERVICE and the software included therein (or any portion thereof);

e) PROVIDER doesnot guarantee any minimum SERVICE availability periods or frequency of software updates.

6.4 Except for reasons directly and solely attributable to the fault or negligence of PROVIDER or where any exclusion or limitation of liability is voided or prohibited by or is unenforceable under applicable law or regulation, PROVIDER shall not be liable for any loss, costs, compensation, damage or liability to CLIENT and/or third party arising directly or indirectly as a result of any or all of the following:

a) refusal of any Third Party Institution to allow, accept or honour a TRANSACTION;

b) the processing of the TRANSACTION is not authorized or completed within reasonable time ;

c) the fault or negligence of a MERCHANT, including any defects in products purchased by CLIENT from a MERCHANT, MERCHANT's default, delay or failure to deliver a service to CLIENT, or any unfulfilled promises or assurances of MERCHANT;

e) any delay, interruption, failure, or termination of the TRANSACTION whether caused by administrative error; technical, mechanical, electrical or electronic fault or difficulty; third party services, systems, or lines or the unavailability thereof; or any other reason or circumstance beyond PROVIDER's control (including but not limited to acts of God, strike, labor disputes, fire, disturbance, action of government, atmospheric conditions, lightning, interference or damage by third parties or any change in legislation);

f) fraud, theft or unauthorized use of SERVICE, and/or any loss, costs, damages or payable to a MERCHANT or any third party by CLIENT; , g) any crimes, offenses, misrepresentation, fraud, or misconduct committed by any third party.

h. any consequential, indirect, incidental, special, punitive, or exemplary damages, even if advised of their possible existence.

6.5. In the event of any action that the CLIENT may file against the PROVIDER , the CLIENT agrees that PROVIDER'S liability shall not exceed Five Hundred Pesos (P500.00) or the amount of damages actually suffered by CLIENT, whichever is lower. This shall not affect any other limitations of liability as set in these Terms and other documents regarding the SERVICES.

7. TERMINATION OF THE SERVICES

7.1 CLIENT understand and agree that PROVIDER reserves the right, at its sole discretion but without obligation, to deny access to and/or discontinue the SERVICES or any component thereof to anyone at any time, temporarily or permanently, without giving any reason and/or prior notice. PROVIDER and

PROVIDER shall be held free from any liability, both under equity and the law, arising or that may arise out of any such denial of access to or the discontinuance of the SERVICES.

7.2. CLIENT and/or MERCHANT understand and agree that PROVIDER reserve the right, at its sole discretion, to verify, check, cross-refer, validate, and ascertain the veracity and truthfulness of all information supplied by acquiring, accessing, retrieving, or otherwise acquiring similar or additional information supplied by them to other third-party service providers, including, but not limited to telecommunications providers, etc. CLIENT and/or MERCHANT hereby expressly, unequivocally, and voluntarily allow PROVIDER to request for and secure such information, and expressly, unequivocally, and voluntarily instruct such third-party providers to: (a) receive and process PROVIDER's request; (b) favourably act at all times on any such request by producing the information requested; and (c) when requested by PROVIDER, provide the latter with certified digital or printed copies of the said information.

7.3 CLIENT understands and agrees that PROVIDER reserves the right but without obligation, to send or cause to send service updates and/or messages, including SMS, notifications, email and/or any data message transmission, informing of enhancements, improvements, developments, features, functionalities, products, promotions, offers, advertisement and/or any other information relative to the SERVICES. PROVIDER makes no warranty of any kind, express or implied, for such service updates and/or messages.

7.4 CLIENT understands and agrees that PROVIDER reserves the right to set limitations to and charge fees and applicable taxes for the use of the SERVICES,, pursuant to the provisions of the applicable law in this regard.

7.5 CLIENT understands and agrees that PROVIDER reserves the right, at its sole discretion but without obligation, to enforce the provisions of these TERMS, including but not limited to performing investigation and legal actions with law enforcement agencies. Non-enforcement of any of the rights of PROVIDER under these TERMS, under the law or under principles of equity shall not be construed as a waiver thereof.

8 MISCELLANEOUS

8.1 No provision of these TERMS will be deemed to have been waived or modified unless such waiver or modification is evidenced by a written instrument.

82 These TERMS may not be transferred or assigned without the prior written consent of PROVIDER.

8.3 These TERMS will be governed by Philippine law. All disputes arising out of or in connection with these TERMS will be settled by the courts of the competent jurisdiction over PROVIDER's principal office in the Philippines.

8.4 Failure, omission, or delay on the part of PROVIDER to exercise its right or remedies under these TERMS shall not operate as a waiver.