



# TERMS OF SERVICE

This Terms of Service agreement (this "Agreement"), as it is modified from time to time in accordance with its terms, sets forth the terms and conditions governing your use of the remittance services (the "Service") offered by PNB Remittance Centers, Inc. ("PNBRCI"). This Agreement is between you and PNBRCI, and PNBRCI may rely on and enforce this Agreement. Please read it carefully. By signing below or by using the Service, you agree to be bound by and comply with all of its terms. The words "we" and "us" and "our" refer to PNBRCI. The terms "you" or "your" refer to the sender of a remittance and user of the Service under this Agreement.

## 1. DESCRIPTION OF THE SERVICE

The Service is a remittance service that is available to PNBRCI customers for the remittance of money to beneficiaries in the Philippines. The Service allows you to send or remit money to the Philippines via the facilities of PNBRCI and/or Philippine National Bank (the "Bank"). You should designate the savings/checking deposit account and/or debit/credit card that would be your source of funds. Unless otherwise indicated, currency references are to U.S. dollars. Beneficiaries of the remittance may be enrolled with the Service through telephone, the internet or through application in writing at any PNBRCI branch. Only enrolled phone numbers up to a maximum of 3 (home, office and mobile) will be accepted into the Service and if used for enrolling Recipient information/account or issuing remittance instructions, transaction will be considered valid assuming that the caller met PNBRCI identification, verification and due diligence standards to its satisfaction over the phone. The term "Recipient" means the person specified by you as the authorized recipient of a remittance transfer.

## 2. ELIGIBLE USERS

- A. In order to use the Service, (i) you must be an individual who is able to enter into legally binding contracts under applicable laws, (ii) you must have a postal mailing address in the United States and a valid and active email address, (iii) you must have a savings/checking account with a U.S. financial institution, or a debit/credit card issued by a U.S.-based bank or credit union, (iv) your mailing address must match the address for your savings/checking account and/or debit/credit card billing address (as applicable), and (v) you must be a United States resident. Other restrictions may apply.
- B. The Service may be unavailable in whole or in part in various U.S. states and jurisdictions. In particular, you may not use the Service if you are a resident of any of the following states or jurisdictions:

Alabama	Arkansas	Colorado	Delaware	District of Columbia
Georgia	Idaho	Iowa	Kansas	Kentucky
Maine	Massachusetts	Minnesota	Mississippi	Montana
Nebraska	New Hampshire	New Mexico	New York	North Dakota
Ohio	Oklahoma	Pennsylvania	Rhode Island	South Carolina
South Dakota	Tennessee	Utah	Vermont	West Virginia
Wisconsin	Wyoming	Puerto Rico	Guam	U.S. Virgin Islands

### 3. E-SIGN DISCLOSURE AND CONSENT

This E-Sign Disclosure and Consent Section (this "Disclosure") applies to all Communications for those products and services offered through the Service that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

"Communication" means all of the following:

- Your records of payments for remittances through the Service including, without limitation, receipts, confirmations, transaction history and annual or periodic statements.
  - Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation, those required by applicable law and regulation. This may include verification of information provided by you to PNBRCI to ensure that all payment requests are compliant with applicable laws and regulations.
  - Customer service communications, including without limitation, communications with respect to claims of error, unauthorized use of the Service or other claims and requests.
  - Customer agreements, including this Agreement, and privacy policies and amendments thereto.
  - Any other communication related to the Service, including any amendment to this Agreement.
- A. Scope of Communications to Be Provided in Electronic Form. When you use a product or service to which this Disclosure applies, you agree that we may provide you with all Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below.
- B. Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic form will be provided by one or more of the following methods:
- (1) via email or text message,
  - (2) by access to a web site that we will designate in an email or text notice we send to you at the time the information is available, or
  - (3) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose.

All electronic Communications will be deemed to have been received by you no later than 2 business days after we send it to you by email or post the Communication on our website, whether or not you have received the email or viewed the Communication on PNBRCI's website. An electronic Communication by email is considered to be sent at the time that our email server sends it to the email address provided by you. An electronic Communication posted on PNBRCI's website is considered to be sent at the time it is publicly available.

You agree that these are reasonable procedures for sending and receiving electronic Communications. You agree to carefully review all Communications upon receipt or posting.

- C. How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form by contacting us at 1-855-889-7788. At our option, we may treat your provision of an invalid email address or mobile telephone number, or the subsequent malfunction of a previously valid email address or mobile telephone number, as a withdrawal of your consent to receive electronic Communications. We may impose any fee to process the withdrawal of your consent to receive electronic Communications as set forth on the fee schedule on our website, your access and use of the Service will be terminated and we will, in our discretion, cancel any pending transaction requests. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.
- D. How to Update Your Records. You agree to provide us with true, accurate and complete email address or mobile number, contact information, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes in that information. You can update information (such as your email address or mobile number) by contacting us at 1-855-889-7788.

- E. Hardware and Software Requirements. In order to access, view, and retain electronic Communications that we make available to you, you must have:
- an Internet browser that supports encryption;
  - sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
  - an email account with an Internet service provider and email software in order to participate in our electronic Communications programs; and
  - a personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted email or by access to our web site using one of the browsers specified above.
- F. Requesting Paper Copies. We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by logging in to the Service and send a paper statement request using your Secure Inbox. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.
- G. Communications in Writing. All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.
- H. Federal Law. You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.
- I. Termination / Changes. We reserve the right, in our sole discretion, to discontinue the provision of Communications electronically and to provide some or all Communications in paper format. We also reserve the right, in our sole discretion, to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.
- J. Consent. By signing below or by using the Service, you give your affirmative consent to provide electronic Communications to you as described herein. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current email address or mobile communication at which we may send electronic Communications to you.

#### **4. FUNDING YOUR REMITTANCES**

Upon receipt of your request to remit funds to a Recipient, PNBRCI will initiate an ACH debit to your designated savings/checking account or debit/credit card in payment of your remittance transactions. Once PNBRCI receives final payment of the transaction amount from your bank, credit union or credit/debit card company, the remittance instructions will be sent to the Bank for payment to the Recipient. You should ensure that funds are available in your bank or credit union account or credit/debit card to cover such remittances. On a case-to-case basis and at the sole discretion of PNBRCI, PNBRCI may process a remittance payment immediately without waiting for receipt of final payment from your bank, credit union or credit/debit card company.

## 5. RECORDS

PNBRCI maintains records of your Service account and your Service transactions. You may request copies of these records at any time by calling the Service toll free number. Copies of these records may be emailed or mailed to you at your preference.

## 6. PAYMENT NOT DELIVERABLE OR REFUSED

If a payment is undeliverable, or if it is rejected by the Recipient, the payment will be cancelled. Generally, the funds will be returned to you, minus a small fee. If a payment is cancelled, you will be notified by an email or text which will describe the status of those funds.

## 7. STOPPING PAYMENT OF PREAUTHORIZED TRANSFERS

### **Cancellation of remittance transfers scheduled in advance (12 CFR 1005.36(c)):**

For any remittance transfer scheduled by the sender at least 3 business days before the date of the transfer, we will comply with any oral or written request to cancel the remittance transfer from the sender if the request to cancel (1) enables us to identify the sender's name and address or telephone number and the particular transfer to be cancelled; and (2) is received by us at least 3 business days before the scheduled date of the remittance transfer.

### **Cancellation of other preauthorized transfers (12 CFR 1005.10(c)):**

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at 1-855-889-7788 or write us at the following address:

PNBRCI Customer Service  
225 W. Broadway, Suite 301  
Glendale, CA 91204

in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. (We will charge you the fee set forth in the fee schedule on our website for each stop-payment order you give.) Your oral stop-payment order ceases to be binding after 14 days if you fail to provide the required written confirmation.

Notice of varying amounts. When a preauthorized electronic fund transfer from your account will vary in amount from the previous transfer under the same authorization or from the preauthorized amount, the person you are going to pay or the financial institution must send the consumer written notice of the amount and date of the transfer at least 10 days before the scheduled date of transfer. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## 8. FEES

Fees will be charged to you for every payment request and will be deducted from your account in addition to the amount you authorize us to transmit to the Recipient. By providing and confirming a transaction using the Service, you are deemed to have accepted the fees under the current fee

schedule provided in the PNBRCI website for such transaction or service. Fees are subject to change upon prior notice to you by any method permitted under this Agreement.

## 9. AGGREGATE LIMITS AND GEOGRAPHIC LIMITS ON THE USE OF SERVICE

Use of the Service is limited. You cannot transfer more than \$2,000.00 in any single transaction (\$950 for residents of Arizona) or more than \$5,000.00 within any rolling 30-day period. You may not send funds from multiple accounts. For purposes of these limitations, PNBRCI will combine funds from the same account, regardless of the name of the remitter. Moreover, funds initiating from the same address or being received at the same address are subject to consolidation and these limitations. For example, if you and your spouse each charge the same bank or credit union account \$1,000.00 to fund a payment(s), your funding requests will be combined and each request will be included in the calculation of whether the \$5,000 limit on aggregate transactions made within a 30-day period has been reached. PNBRCI reserves the right to change the foregoing limits at any time but you will be notified of such a change by Communication.

## 10. CONSUMER REPORTS

You agree that consumer reports may be obtained in connection with your use of the Service. After receiving your request, PNBRCI will inform you as to whether such a report was requested, and if so, the name and address of each agency which was furnished such a report.

## 11. ERROR RESOLUTION AND CANCELLATION

### **Remittance Transfers (12 CFR 1005.31(b)(2)):**

*What to do if you think there has been an error or problem:*

If you think there has been an error or problem with your remittance transfer:

- Call us at the Service toll free number 1-855-889-7788; or
- Email us at [customerservice@pnbrci.com](mailto:customerservice@pnbrci.com); or
- Write us at the following address:

PNBRCI Customer Service  
225 W. Broadway, Suite 301  
Glendale, CA 91204

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us:

- (1) Your name and address or telephone number;
- (2) The error or problem with the transfer, and why you believe it is an error or problem;
- (3) The name of the person receiving the funds, and if you know it, his or her telephone number or address; and
- (4) The dollar amount of the transfer; and
- (5) The Tel Remit number or other confirmation code or for the transaction.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation.

If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

*What to do if you want to cancel a remittance transfer:*

You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at the phone number or email address above within 30 minutes of payment for the transfer.

When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including your name and address or telephone number and the amount and location where the funds were sent. We will refund your money within three business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a Recipient's account.

If the funds have been picked up or deposited into a recipient's account, then you may not cancel or reclaim the transfer, regardless of any dispute you may otherwise have with the Recipient regarding a transaction to which the payment relates. You agree to pursue any such claims directly with the Recipient and agree that PNBRCI and the Bank are not responsible or liable in any manner for any claims that you may have, or any claims made against you by any person, arising out of any dispute you may have with a Recipient.

**Electronic Transfers Other than Remittance Transfers (12 CFR 1005.7(b)(10)):**

In case of errors or questions about your electronic transfers:

- Call us at the Service toll free number 1-855-889-7788; or
- Email us at [customerservice@pnbrci.com](mailto:customerservice@pnbrci.com); or
- Write us at the following address:

PNBRCI Customer Service  
225 W. Broadway, Suite 301  
Glendale, CA 91204

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## 12. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS

### Consumer Liability

(Tell us AT ONCE if you believe any of your security credentials issued by us (PIN, username, password, answers to challenge questions and similar information) has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using the Service or your security credentials. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 4 business days after you learn of the loss or theft of your security credentials, you can lose no more than \$50 if someone used your security credentials without your permission.)

If you do NOT tell us within 4 business days after you learn of the loss or theft of your security credentials, and we can prove we could have stopped someone from using your security credentials without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 90 days after the statement was mailed to you, you may not get back any money you lost after the 90 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

### Contact in event of unauthorized transfer

If you believe any of your security credentials has been lost or stolen, call: **1-855-889-7788**, email us at [customerservice@pnbrci.com](mailto:customerservice@pnbrci.com) or write us at the following address:

PNBRCI Customer Service  
225 W. Broadway, Suite 301  
Glendale, CA 91204

You should also call the number or write to the address listed above if you believe a transfer has been made using your security credentials or the Service without your permission.

You acknowledge that Communications are important and time-sensitive and you agree to review all Communications from us upon receipt. If PNBRCI sends a Communication to you that describes an unauthorized transaction, then you agree to assume the burden of proving by clear evidence that you complied with your obligation under this Agreement to immediately and carefully review that Communication and that you were reasonable in notifying PNBRCI of the unauthorized transaction when and in the manner you did.

The limitations on your liability set forth in this section only apply if you are a natural person.

## 13. NOTICE FROM SERVICE-PROVIDING INSTITUTION

ALL QUESTIONS ABOUT REMITTANCE TRANSACTIONS MADE THROUGH US (PNB Remittance Centers, Inc.) WITH YOUR DEBIT OR CREDIT CARD OR BY ACH DEBIT TO YOUR BANK ACCOUNT MAY BE DIRECTED TO US (PNB Remittance Centers, Inc.), AND NOT TO THE BANK OR OTHER FINANCIAL INSTITUTION WHERE YOU HAVE YOUR ACCOUNT. We are responsible only

for the remittance service and for resolving any errors in remittance transactions made through us (PNB Remittance Centers, Inc.).

We will not send you a periodic statement listing transactions that you make using your debit or credit card or by ACH debit to your bank account. The transactions will appear only on the statement issued by your bank or other financial institution. **SAVE THE RECEIPTS YOU ARE GIVEN WHEN YOU USE OUR REMITTANCE SERVICE, AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE FROM YOUR BANK OR OTHER FINANCIAL INSTITUTION.** If you have any questions about one of these remittance transactions, call us at **1-855-889-7788**, email us at [customerservice@pnbrci.com](mailto:customerservice@pnbrci.com) or write us at the following address:

PNBRCI Customer Service  
225 W. Broadway, Suite 301  
Glendale, CA 91204

IF YOUR DEBIT OR CREDIT CARD IS LOST OR STOLEN, NOTIFY YOUR BANK OR THE FINANCIAL INSTITUTION THAT ISSUED THE CARD AT ONCE.

#### **14. LIABILITIES AND RESPONSIBILITIES**

##### **A. Your Financial Obligations.**

If a transaction used to fund a payment is reversed or you initiate a charge back, you promise to pay any negative balance immediately. You authorize PNBRCI, without need of notice to you, to charge the deposit account you have used to fund your payment in the amount of any such negative balance. PNBRCI has the right to collect from you the amount of any uncollected or reversed payment, plus any collection expenses, court costs and reasonable attorneys' fees. You agree to hold PNBRCI and the Bank harmless from any losses, costs, expenses or damages that either of them may incur in connection with the collection of the negative balance or amount or reversed payment or in defending any of the foregoing actions, including court costs and attorneys' fees. You acknowledge that transactions may be reported to a collection agency or credit bureau if you do not pay PNBRCI in accordance with this Agreement. PNBRCI or the Bank's making of any payment without receiving sufficient funds will not create any obligation on the part of PNBRCI or the Bank to make any such payment in the future.

##### **B. Your Obligation to Provide Complete and Accurate Information.**

You represent and warrant that all information you provide to PNBRCI and the Bank in connection with the Service, including but not limited to your application information and all data entered in connection with any payment or other transaction, will be complete and accurate in all respects. PNBRCI and the Bank are entitled to rely on any information you provide, and you agree to update your personal information once it changes. PNBRCI and the Bank also reserve the right to take steps to verify the information you provide, although it is not required to do so. **IF YOU PROVIDE FALSE INFORMATION, YOUR ABILITY TO USE THE SERVICE MAY BE TERMINATED AND ALL PENDING PAYMENTS MAY BE CANCELLED. IN ADDITION, YOU MAY BE SUBJECT TO CIVIL AND CRIMINAL PENALTIES.** Furthermore, you represent and warrant in connection with any payment that:

- The payment information, including the name, address and email address (if appropriate) of the Recipient, is accurate;
- You have authority to access the account from which your payment is being initiated and such account has a sufficient balance to complete the requested transaction;
- The method for funding your payment (deposit account at a depository institution) has a sufficient balance to make the payment; and
- The payment is lawful. You are solely responsible for ensuring that the payment has been addressed to the correct Recipient at the correct address. **DO NOT SEND A PAYMENT IF YOU ARE UNSURE OF THE RECIPIENT'S ADDRESS.** Neither PNBRCI nor the Bank is

responsible for payments made to unintended Recipients caused by incorrect information provided by you. Moreover, neither PNBRCI nor the Bank is responsible for verifying the identity of Recipients.

C. Indemnification.

You agree to indemnify and hold PNBRCI, the Bank, their affiliates, shareholders, directors, officers, employees, agents, suppliers and subcontractors harmless from any claim or demand, including but not limited to reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service.

D. Disclaimer of Warranties.

YOU EXPRESSLY AGREE AND UNDERSTAND THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PNBRCI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

E. Liability; Limitations.

If, after receiving a timely, complete and accurate payment request, a payment is not completed in the correct amount, PNBRCI will be liable only for your proximately-caused actual damages as set forth below, to the extent required by applicable law. Without limiting the generality of the preceding sentence, PNBRCI will not be liable if (i) through no fault of PNBRCI, the deposit account from which you wish to transfer funds is not open or does not have a sufficient available balance to make the payment or funds transfer; (ii) you attempt to transfer funds in excess of the transaction limits set by PNBRCI or applicable government rules and regulations; (iii) the Service was not working properly and you knew or had been advised about the malfunction before you completed the transaction; (iv) you did not follow all Service instructions properly; (v) PNBRCI/the Bank does not correctly receive your instructions due to a telecommunications failure or otherwise; (vi) you provided an incorrect address for the intended Recipient; (vii) you improperly cancelled the payment; (viii) the account you have designated to fund the payment(s) has been closed or suspended, is invalid or you are not authorized to access such; (ix) a Recipient has refused to accept a payment or fails to deposit or cash the check within the applicable time frame; (x) circumstances beyond PNBRCI's or the Bank's control prevent any payment from reaching the Recipient; or (xi) upon the occurrence of any other facts representing circumstances analogous to the foregoing which would constitute an exception to PNBRCI or the Bank's liability.

If PNBRCI or the Bank is deemed liable to you in connection with any payment or other transfer of funds made or not made in accordance with this Agreement, the maximum aggregate liability of PNBRCI or the Bank will be the amount of the payment or transfer, without interest, unless otherwise required by applicable law. YOU EXPRESSLY UNDERSTAND AND AGREE THAT NONE OF PNBRCI, THE BANK, OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, WHETHER OR NOT ANY OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTE: PNBRCI AND THE BANK ARE NOT PARTIES TO THIS AGREEMENT ONCE THE FUNDS REPRESENTING YOUR PAYMENT ARE TRANSFERRED TO ANOTHER INSTITUTION. AT ALL TIMES UNDER THIS AGREEMENT, PNBRCI'S LIABILITY IS LIMITED

TO ACTIVITIES WHICH OCCUR IN THE UNITED STATES AND ARE EFFECTED IN AN ATTEMPT TO DELIVER A PAYMENT TO A RECIPIENT OUTSIDE OF THE UNITED STATES.

F. Restrictions.

1. General. We may, at any time and in our sole discretion, refuse any transaction or limit the amount to be transferred, either on a per transaction basis or on an aggregate basis without prior notice. Any such limits may be imposed on individual accounts, linked accounts, or on related accounts or households, in PNBRCI or PNBP's sole discretion. We reserve the right at any time, and from time to time, to modify or discontinue the Service (or any part thereof) with or without notice.

2. Delays. Your transaction may be delayed or cancelled in the course of our efforts to verify your identity, validate your transaction instructions and Payment Instruments, contact and locate you or your Recipient, and otherwise comply with applicable law. Business hours and currency availability of our Service Providers may also cause delays.

3. Unauthorized Transactions. You may not use the Service in violation of this User Agreement or applicable laws, rules or regulations. It is a violation of the User Agreement to use the Service for commercial purposes, including (without limitation) for purchases of goods or payments for services of any kind. PNBRCI or PNBP may cancel any transaction and close any account that it suspects is being utilized for any of the following activities (without limitation): sexually-oriented materials or services; gambling activities; fraud; money-laundering; funding terrorist organizations; purchase or sale of tobacco, firearms, prescription drugs, or other controlled substances; or sending money to a Recipient that has violated the User Agreement. PNBRCI or PNBP reserves the right to report you to the appropriate law enforcement agency or agencies.

4. Others. You may not submit or receive a transaction on behalf of any other person, or on behalf of a business, charity, or other non-human entity. We may, at any time and in our sole discretion, refuse any transaction, close multiple accounts held by an individual or persons related to the individual or living in the same household.

**15. OTHER IMPORTANT INFORMATION**

A. General Information.

This Agreement constitutes the entire agreement between you and PNBRCI regarding the use of the Service and supersedes any prior agreements between you and PNBRCI to the extent that they might otherwise apply to the Service. Otherwise, any such other agreements remain in full effect in accordance with their terms. You may also be subject to additional terms and conditions that may apply when you use related services or third-party software. This Agreement and the relationship between you and PNBRCI are governed by the laws of the State of California without regard to its conflict of law provisions. You agree to submit to the exclusive jurisdiction of the courts located within the State of California. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You agree that, to the extent any statute or law to the contrary may be modified hereby, any claim or cause of action arising out of or related to the use of the Service or this Agreement must be filed within 1 year after such claim or cause of action arose or it will be forever barred.

B. Termination.

PNBRCI reserves the right to terminate your ability to use the Service for any reason and may cancel any pending payment. Suspension or termination may occur if in PNBRCI's sole determination (i) you have not properly funded a requested transaction; (ii) you attempt to

initiate a payment from an account that does not belong to you;(iii) you use the Service, directly or indirectly, for any unlawful or improper purpose; (iv) you provide incorrect or false information about yourself, or your accounts or about a Recipient; (v) you use or attempt to use the Service for tampering, hacking, modifying or otherwise corrupting the security or functionality of the PNBRCI; (vi) PNBRCI receives conflicting claims regarding ownership of, or the right to use, an account used to fund payments; (vii) PNBRCI receives a garnishment, levy or other legal process that affects payment; (viii) you have breached any term or condition of this Agreement, or any representation or warranty that you make under this Agreement is false; or (ix) if PNBRCI determines, in its discretion, that you are no longer actively using Service. You agree that PNBRCI will not be held responsible or liable to you, any Recipient or any other person for such termination. Moreover, you understand that PNBRCI may report suspicious activity to appropriate law enforcement organizations.

To voluntarily terminate your ability to make payments, you must access the Service and inform PNBRCI of your desire to remove any and all references to your provided source of payment. If you wish to use the service again, you must provide a new source of payment and appropriate verification must be made to assure us of your authority over said source of payment.

Upon the termination of your ability to make payments for any reason, all of your pending payment requests will be terminated. If you have no outstanding obligations in connection with the Service, any remaining balance will be credited to the deposit account you used to fund payments. Termination of this Agreement will not affect your liability arising from acts or omissions prior to termination, including your liability for any payment.

C. System Malfunctions.

Neither PNBRCI nor the Bank is liable for any loss resulting from a cause outside their direct control, including the failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems, computer viruses, "hacking," unauthorized access, theft, operator error, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars, or government restrictions, or for any information lost due to malfunction or loss of any email systems.

D. Changes to this Agreement.

We reserve the right to supplement and change the charges, fees or other terms of this Agreement (including the fee schedules referenced in this Agreement) and related documents upon providing notice to you by email or by an online posting on our website. You agree that an email notice or website posting constitutes written notice under all applicable law and regulation. We reserve the right to make modifications take immediate effect in circumstances permitted by law, such as where an immediate change is necessary to maintain or restore the security of an account or fund transfer system. You can review the current version of the Agreement at any time by reviewing the PNBRCI website. You may terminate your use of the Service if you do not agree with any modification or amendment. If you use the Service after the effective date of an amendment or modification, you will be deemed to have accepted that amendment or modification. You acknowledge that you cannot modify this Agreement by yourself and no employee or agent of ours may modify this Agreement other than by the notice process described in this section.

E. Use of Information and Disclosure to Others.

By accepting these terms, you agree that any information about you, your transactions or your payments that you provide or that PNBRCI otherwise receives in connection with the Service is being provided jointly to PNBRCI and the Bank and that they may share with each other any and all such information. The privacy policy on PNBRCI's website, as modified from time to time (the "Privacy Policy"), describes PNBRCI's policies regarding disclosure and use of that information. You acknowledge receipt of those privacy materials. Those materials will also apply

to the Bank's disclosure and use of that information. You consent to have your name and email address made available as identification to any Recipient or any person you have sent funds to through the Service.

In addition to the foregoing, we will disclose information to third parties about your account or the transfers you make (i) where it is necessary for completing transfers, or (ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (iii) in order to comply with government agency or court orders, or (iv) if you give us your written permission.

F. Assignment.

You may not assign this Agreement to any other party. PNBRCI/the Bank may assign this Agreement or delegate certain of their rights and responsibilities under this Agreement to third parties without notice to you.

G. No Waiver.

PNBRCI may not be deemed to have waived any of its rights or remedies under this Agreement unless such waiver is in writing and is signed by the party alleged to have waived. The delay or failure of PNBRCI to exercise or enforce any right or remedy in connection with this Agreement will not constitute a waiver of such right or remedy or any other rights or remedies. A waiver on any occasion may not be construed as a bar or waiver of any rights or remedies on any other occasion.

H. Business Days.

For purposes of this Agreement, our "business days" are Monday through Friday, excluding federal holidays and California state holidays. However, PNBRCI generally makes the Service available online or by telephone even on days that are not business days.

I. Other Disclosures.

1. Financial Institution's Liability

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the transfer would go over the credit limit on your overdraft line.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) Under other exceptions stated in our agreements with you.

2. Documentation

*Terminal transfers.* You can get a receipt at the time you initiate an electronic fund transfer at an electronic terminal.

*Periodic Statements.* You will get a monthly account statement (unless there are no

transfers in a particular month. In any case you will get the statement at least quarterly).

*Preauthorized credits.* If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the account-holding financial institution must provide notice to you by (i) providing oral or written notice of the transfer within 2 business days after the transfer occurs; or (ii) providing oral or written notice, within 2 business days after the date on which the transfer was scheduled to occur, that the transfer did not occur; or (iii) providing a readily available telephone line that you may call to determine whether the transfer occurred and disclosing the telephone number on the initial disclosure of account terms and on each periodic statement. A financial institution need not provide notice of a transfer if the payor gives the consumer positive notice that the transfer has been initiated.

3. ATM Fee Disclosure

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

If we are or are deemed to be an automated teller machine ("ATM") operator, then we hereby disclose that a fee may be imposed for providing electronic fund transfer services or a balance inquiry and fees may be imposed by any network used to complete the transaction. The amounts of such fees are set forth in the fee schedule available on our website.

J. State Law Disclosures.

1. For CALIFORNIA residents:

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**RIGHT TO REFUND** You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if PNB REMITTANCE CENTERS, INC. does not forward the money received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of money to the person designated by you within 10 days of the date of the receipt of the funds from you unless otherwise instructed by you.

If your instructions as to when the moneys shall be forwarded or transmitted are not complied with and the money has not yet been forwarded or transmitted, you have a right to a refund of your money.

If you want a refund, you must mail or deliver your written request to PNB Remittance Centers, Inc. at 1-855-889-7788 or mail to PNB Remittance Centers, Inc. at 225 W. Broadway, Suite 301 Glendale, CA 91204 Attention: Customer Service. If you do not receive your refund, you may be entitled to your money back plus a penalty of up to \$1,000 and attorney's fees pursuant to Section 2102 of the California Financial Code.

If you have complaints with respect to any aspect of the money transmission activities conducted at this location, you may contact the California Department of Financial Institutions at its toll-free telephone number, 1-800-622-0620, by e-mail at [consumer.complaint@dfi.ca.gov](mailto:consumer.complaint@dfi.ca.gov), or by mail at Department of Financial Institutions, Consumer Services, 1810 13th Street, Sacramento, CA 95811.

2. For FLORIDA residents:

You may contact PNB Remittance Centers, Inc. by telephone at 1-855-889-7788 or by mail at PNB Remittance Centers, Inc., 225 W. Broadway, Suite 301 Glendale, CA 91204 Attention: Customer Service.

3. For MARYLAND residents:

Maryland residents may direct questions or complaints regarding PNB Remittance Centers, Inc. to: Commissioner of Financial Regulation, Attention: Customer Services Unit, 500 North Calvert St., Suite 402, Baltimore, Maryland 21202 or through toll-free telephone number (888) 784-0136.

By accepting these terms, you also agree that PNB Remittance Centers, Inc. and its service providers may share with each other any information about you, your transactions or your payments that you provide or that a service provider otherwise receives in connection with the Service. Use and disclosure of that information is governed by the privacy policy on PNB Remittance Centers, Inc.'s website. You acknowledge receipt of those privacy materials.

4. For TEXAS residents:

If you have a complaint, first contact the consumer assistance division of **PNB Remittance Centers, Inc.** at **1-855-889-7788**, if you still have an unresolved complaint regarding the company's money transmission or currency exchange activity, please direct your complaint to: Texas Department of Banking, 2601 North Lamar Boulevard, Austin, Texas 78705, 1-877-276-5554 (toll free), [www.dob.texas.gov](http://www.dob.texas.gov).

5. For ALASKA Residents Only:

If your issue is unresolved by PNB Remittance Centers, Inc. with Tel (855) 889-7788, please submit formal complaints with the State of Alaska, Division of Banking & Securities.

Formal complaints must be in writing, please download the form here:

<https://www.commerce.alaska.gov/web/portals/3/pub/DBSGeneralComplaintFormupdated.pdf>

Formal complaint forms may be submitted via:

1. Fax: 907-465-1230

2. Email: [msb\\_licensing@alaska.gov](mailto:msb_licensing@alaska.gov)

3. Mail: Division of Banking & Securities PO Box 110807 Juneau, AK 99811-0807

If you have questions regarding formal complaints, please call 907-465-2521

K. Delivery Methods and Timing

Once we determine that funds are available and debit the source account, we will promptly process the remittance transaction for payment to the Recipient. You must ensure that funds are available in your bank or credit union account to cover all remittances.

**Non-Philippine National Bank (“non PNB Bank”) Process of Delivery**

- a. Money is debited from the U.S. bank or credit union account the next banking day after PNBRCI initiates the remittance.
- b. The money will be held for up to 5 U.S. banking days to allow funds to clear and then is remitted to Philippine National Bank in Manila, Philippines (“PNB Manila”). PNBRCI may, at its option, waive the 5 U.S. banking day clearing policy and remit funds immediately.
- c. Upon receiving the money, PNB Manila immediately deposits the funds to the recipient’s non-PNB Bank account.
- d. Your beneficiary’s non-PNB Bank or credit union could take several days to make the funds available to your beneficiary. Some non-PNB Banks will also charge their own transfer fees and will deduct this fee from the funds you sent to your recipient.
- e. Please contact your recipient and inquire about the policies (clearance and fees) of their banks (or other financial institutions) when handling credits from the Bank before you select this method of delivery.

**Door-To-Door Process of Delivery**

- a. Money is debited from your U.S. bank or credit union account the next banking day after initiating the remittance.
- b. The money will be held for up to 5 U.S. banking days to allow funds to clear and then is remitted to PNB Manila.
- c. Upon receiving the money, PNB Manila provides the funds and instructions on the same day to its courier services for delivery to your beneficiary’s doorstep (delivery times vary according to locations).

Philippine national or local holidays occurring during the remittance process may lengthen the delivery time.

I have read and I understand this Agreement. Either my signature below or my use of the Service is conclusive evidence of my agreement to this Agreement.

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(Signature of remitter over printed name)