

## **Terms and Conditions of the PERA HUB Mobile Application Service**

Welcome to the PERA HUB Mobile Application (the "Application"). By downloading, installing, and/or using the Application service (the "Service"), you acknowledge that you have read, understood, accept and agree to strictly abide and be bound by these Terms and Conditions of the Service (the "Terms"), which may be amended or modified from time to time. If you do not agree to these Terms and Conditions, please do not access and/or use this Service. PETNET may, at any time, modify the Terms of the Service without any prior notification to you. If you continue to use the Service you shall be considered as having agreed to accept and abide by the modified Terms.

These Terms constitute a legal and binding agreement between you and PETNET, Inc. ("PETNET").

You represent and warrant that you are competent and eligible to enter into any legally binding agreement. You shall not use the Application if you are not competent to contract under applicable laws, rules and regulations.

### **I. Definitions and Interpretation**

- a. Any reference in these Terms to applicable law, rules and regulations shall be construed as a reference to that law and rules and regulations including any amendments thereto.
- b. Clause headings are inserted for convenience only and shall not affect the interpretation of these Terms.
- c. Any conflict or inconsistency between any two or more provisions contained herein shall be resolved and interpreted in a manner that shall allow for effective application of these Terms.

### **II. Access to the Service**

- a. You agree to access and/or use the Service in good faith and only for lawful purposes and in a lawful manner at all times.
- b. You agree to comply with any and all guidelines, notices and instructions pertaining to the use of the Service as well as any amendments thereto that may be issued by PETNET from time to time.
- c. You agree that any information you provide to avail of the Service is true, accurate, current and complete, and that PETNET may rely on them as such. PETNET reserves the right to suspend or terminate your access to and use of the Service if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading. You shall ensure that your information is current at all times.

### **III. General Use of the Service**

- a. The Application will enable you to send and receive money via the Western Union

money transfer service and Western Union Quick Pay.

- b. The Application registration process requires you to indicate one (1) valid identification (ID) document or card which reflects all the required personal information in order to become and continue to be a customer. When the submitted ID expires, you are required to provide another valid ID to continue using the Western Union money transfer and Quick Pay services.
- c. Upon registration, an online account for use in send and receive transactions ("Customer Account") will be created for you.
- d. An electronic copy of your transaction receipt will be sent to the email address you provided.
- e. All personal information provided will be handled, stored and processed according to PETNET's Privacy Policy (the "Privacy Policy"). By accepting these Terms, you acknowledge that you have read and agree to abide and be bound by the Privacy Policy and consent to our collection, use, and disclosure of your personal information for the purposes as set out in the Privacy Policy. The Privacy Policy is by reference deemed incorporated into these Terms.
- f. PETNET will conduct know-your-customer and other verification processes in accordance with applicable laws, rules and regulations, before you can commence sending or receiving through your account.
- g. Each customer is allowed to register in the Application only once.
- h. You are required to create a password containing eight (8) characters. To make your password more secure, we recommend a password that is unrelated to your personal information and uses a combination of letters, numbers, and symbols.
- i. You are solely responsible for keeping your password secure. You are encouraged to change your password on a regular basis. PETNET will not be liable for any disclosure or unauthorized use of your password due to your fault or negligence and transactions initiated with stolen password. You agree not to divulge your password to any other person, and you agree not to use another person's password. If, notwithstanding the foregoing prohibition, you disclose your password to another person, you will be deemed to have authorized such person to use that password for any and all purposes, without limitation. You must ensure that you keep your username and password secret and that you do not disclose them to anyone as you will be responsible for all activities which occur under your password. You agree to assume full responsibility at all times for the supervision, management, control and confidentiality of your password. You agree that you will assume the full risk for fraudulent or unintentional use of your password and PETNET shall have no responsibility or liability whatsoever to you or any other person for any losses or damages which you or anyone else may suffer if you disclose your password to any other person, including any losses or damages arising out of the disclosure of your password by the recipient to another person, or should your password be stolen and used without your consent. It is your responsibility to notify PETNET immediately of any unauthorized use of your password. Call PETNET at once at +63 2 812 92 09.

- j. All transactions through the Application and the Service are subject to the limitations and requirements imposed by laws, regulations, and policies of PETNET and Western Union. Should you choose the option in the Application to transact through the Pera Hub card, you shall be limited to a maximum transaction amount of One Hundred Thousand Pesos (₱100,000.00). All transactions beyond One Hundred Thousand Pesos (₱100,000.00) can be done only at branches (PERA HUB) of PETNET.
- k. By agreeing to these Terms, you also agree to the terms and conditions of international and domestic money transfer transactions of Western Union which by reference are incorporated herein.

#### **IV. Prohibited Activities**

You must not:

- a. Violate or breach these Terms and the Privacy Policy;
- b. Infringe copyright, patent, trademark or other intellectual property rights of PETNET, Western Union, and any other party involved in providing the Application and the Service;
- c. Provide false, fraudulent, inaccurate or misleading information;
- d. Refuse to cooperate in any investigation and provide confirmation of identity or other requested information in relation to the Application and the Service
- e. Use the Application and/or the Service for anything unlawful, fraudulent or malicious or which promotes or supports any criminal activity;
- f. Copy or modify the Application and/or the Service, in whole or in part in any way;
- g. Extract or attempt to extract any source code from the Application or use it to make any similar or derivative versions of the Application and the Service; and
- h. Knowingly introduce viruses or other malicious or harmful material into the Application and/or the Service or do anything that would impair or damage them.

Your involvement in any of the prohibited activities enumerated above may result in the immediate suspension or termination of your access to and use of the Application and the Service, at the sole and exclusive discretion of PETNET. This shall be without prejudice to recourse by PETNET to any other remedies available under the law, rules and regulations, and policies of Western Union.

#### **V. Promos**

You consent to and authorize the Company's use of any information you provided for purposes of sending promotional notifications through the Application. If you participate in

any of PETNET's promotional campaigns, you are deemed to have also agreed to their terms and conditions as published in the Application.

## **VI. Representations and Warranties**

By accepting these Terms, you represent and warrant that you are not violating any applicable laws or regulations through your use of the Application and the Service and agree to indemnify and hold the Company, its officers, affiliates and authorized representatives harmless from any claim, demand including legal fees and costs, fines, penalties or other liability incurred by the Company due to your breach of this representation and warranty.

## **VII. Intellectual Property**

All rights, title and interest, including all related intellectual property rights, in and to portions of the Application and the Service belong correspondingly to PETNET, Western Union, and their licensors. No part or parts of the Application and the Service may be reproduced, reverse, engineered, decompiled, disassembled, mirrored, framed, transferred or transmitted in any manner or by means or stored in an information retrieval system or installed on any server, system or equipment without the prior written permission of the relevant intellectual property owners.

Nothing in the Application, the Service and these Terms shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any intellectual property displayed on the Application without the concerned party's written permission.

## **VIII. Disclaimer of Warranties**

PETNET makes no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Application and the Service. The Company does not represent or warrant:

- a. that the Application and the Service will be secure at all times;
- b. that the Application and the Service will meet your requirements or expectations;
- c. that any data stored on the Application will be accurate or reliable
- d. contents on the Application are free of viruses and use of the Application and the Service will not result in virus infection.

The Application and the Service are provided to you on an "as is" basis. All representations, warranties and conditions, whether expressed or implied, statutory or otherwise are hereby excluded and disclaimed.

## **IX. Limitation of Responsibility and Liability**

PETNET shall not be liable for any loss, cost, expense, damage, penalties or settlement sums arising directly or indirectly from:

- a. any defect or malfunction of your mobile device that prevents access and/or use of the Application and/or the Service;
- b. any system, server or connection failure, error, omission, interruption, and/or delay in transmission attributable to your internet or mobile service provider;
- c. any unauthorized use or interception of data or instruction at any point in the transaction process as you use the Application and the Service;
- d. any virus that may infect your devices due to access and use of the Application, its contents, and the Service;
- e. any unauthorized access/use of your personal data and your transaction data unless it is attributable to PETNET's fault or gross negligence;
- f. any defects, errors, or limitations of the Application and the Service, whether or not they are rectified;
- g. the Application and the Service not performing in the manner you expect or wish them to; and
- f. any content originating from third parties.

#### **X. Indemnification**

You agree to indemnify and hold PETNET, its subsidiaries, affiliates, directors, officers, agents, partners and employees free and harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of information that you submit or transmit through Application and the Service, your use or misuse of the Service, your violation of law, regulations, and/or these Terms, or your violation of rights of another party.

#### **XI. Suspension or Termination of Service**

PETNET may, in its sole and absolute discretion, and without need of notice to you, suspend or terminate your access to and use of the Application and the Service should you violate any provision of these Terms, PETNET has a well-grounded belief that you have committed such a violation, or your continued access to and use of the Application and the Service would result in a violation of applicable law, rules and regulations, and Western Union policies.

#### **XII. Governing Law and Venue for Disputes**

These Terms shall be governed by Philippine law, without regard to the choice or conflicts

of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with these Terms shall, in the first instance, be referred for resolution to the appropriate alternative mode of dispute resolution. Should the matter not be resolved, either party may resort to judicial action before the appropriate courts of Makati City to the exclusion of all other courts and venues.

### **XIII. Entire Agreement**

These Terms and any amendments or modifications hereof shall constitute the entire agreement between you and PETNET relating to the subject matter hereof and supersedes in full any and all prior understandings, communications and agreements with respect to the subject matter hereof.