

## TERMS AND CONDITION: PAZAHERO

### Act in good faith.

Do not cheat or defraud Pazada by any method such as sharing or creating duplicate accounts. Use only the official Pazada application downloaded from the Given download site. Do not keep applications or devices with the potential of modifying Pazada's intended user experience. This includes location spoofing applications, rooted/jailbroken/modified devices and/or exposed frameworks. Do not complete a booking without picking up the pax or order. Always provide truthful information when creating and accessing your account, or disputing charges or fees. Use offers and promotions only as intended. If your passenger leaves his/ her belongings behind, you are required to inform Pazada and make every effort to return the item to the passenger or Pazada. Do not key in additional charges that were incurred from additional services that are not part of Pazada. If you have an operator/peer, do not engage in fraudulent activity using your Gcash wallet (e.g. withdrawal/transfer of money from Gcash wallet without consent or authorization from your operator)

### Violation Category

1. Causing undue panic due to driver's actions (e.g. fighting with other drivers/merchants in public), demonstrations against Pazada or the government identifying oneself as a Pazada driver, or any other action that adversely affects Pazada's reputation

#### *Penalties for Violation*

- First Offence: *BAN ACCOUNT OF USER*

2. For food delivery /item services

#### *Penalties for Violation*

- First Offense: *BAN ACCOUNT OF USER*

3. Not paying for you ordered

- First Offense: *BAN ACCOUNT OF USER*

4. Deliberately using faulty device/handphone which impairs GPS.

#### *Penalties for Violation*

- First Offence: *BAN ACCOUNT OF USER*

5. Turning off GPS/mobile data while in transit

#### *Penalties for Violation*

- First Offence: Warn the Account User
- Second Offence: *BAN ACCOUNT OF USER*

6. Wilfully using modified app or 3rd party applications

*Penalties for Violation*

- First Offence: BAN ACCOUNT *OF USER*

**Respect our Pazada staff.**

Be cooperative and do not abuse, threaten or harass our Pazada staff in our premises, over the telephone or on social media. These acts include unauthorized photo/video-taking, stalking and asking for mobile numbers.

**Violation Category**

1. Any form of harassment and/or threats towards Pazada staff Pazada Office

*Penalties for Violation*

- First Offence: BAN FROM USING ANY SERVICE OF THE PAZADA APP

## TERMS AND CONDITION: DRIVER

### **Respect the privacy of our Pazada users.**

You MUST keep confidential all personal data (i.e. name, mobile number and address) that comes into your possession. Unauthorized collection, use or disclosure of personal data of our users is strictly prohibited. It is your responsibility to comply with local privacy laws and regulations should you choose to use personal in-vehicle cameras.

### **Violation Category**

1. Sharing / posting customer/merchant/Pazada employees' info on social media/ Open media

#### *Penalties for Violation*

- First Offence: *Interview and Suspension - 5 days*
- Second Offence: *BAN*

### **Do not discriminate.**

You shall not refuse to provide services or make derogatory comments about anyone based on a person's race, religion, nationality, disability, sexual orientation, gender or, gender identity, age or any other characteristic.

### **Violation Category**

1. Use of any remarks either verbally or through text messages that could comment on a persons race, religion, nationality, disability, sexual orientation, gender, age or other characteristics

#### *Penalties for Violation*

- First Offence: *Interview and Suspension - 5 days*
- Second Offence: *BAN*

### **Be fair to our Pazada users.**

Honor a booking that you have accepted and do not unreasonably cancel jobs or transfer a job to someone else. Do not set your own prices and overcharge your customer or take a longer route than necessary. You shall not have another person or pet inside your vehicle while you are on the Pazada platform. Wait for your passenger for a reasonable amount of time.

### **Violation Category**

1. Picking up passenger with another passenger in the vehicle (non- Pazada Share rides)

*Penalties for Violation*

- First Offence: *Interview and Suspension - 5 days*
  - First Offence: *BAN THE ACCOUNT OF THE DRIVER*
2. Not honoring promo codes / corporate bookings / special discounts for PWD, students, and senior citizens

*Penalties for Violation*

- First Offence: *Warning*
- Second Offence: *Suspension - 3 days w/ Retraining*
- Third Offence: *BAN*

**Be well-mannered with our Pazada users.**

Be properly and decently attired at all times. Wear your Pazada delivery attire, if applicable. Be polite in your interactions with our users and accede to reasonable requests from your passengers such as adjusting the air-conditioning or radio volume, and assisting passengers with luggage when requested. Passengers also have a right to a clean, smoke-free ride.

**Violation Category**

1. Cleanliness, Personal Hygiene & Inappropriate attire (helmet, delivery bag, long sleeves or jacket, closed and wearing of personal protective equipment: facemask and faceshield)

*Penalties for Violation*

- First Offence: *Warning*
- Second Offence: *Suspension - 3 days w/ Retraining*
- Third Offence: *BAN*

**Ensure a seamless experience.**

Communicate with and wait for your passenger at the correct pick-up point and allow them to alight at the chosen drop-off point. Confirm your passenger's identity before driving off. Agree with your pax the route to take. Only complete the booking after the passenger has alighted from the vehicle or after the order has been delivered. Do not solicit passengers to make an off-platform booking or recommend other ride booking apps to them. Do not tamper with your food or delivery items, and ensure they are stored in the appropriate delivery bags.

**Violation Category**

1. Tampering, damaging, or losing food or delivery items. Improper handling of food or delivery items

*Penalties for Violation*

- First Offence: *Warning*
- Second Offence: *Suspension - 2 weeks*
- Third Offence: *Suspension - BAN*

2. For food delivery services - buying food items other than the ones indicated in through the app

*Penalties for Violation*

- First Offence: *Warning*
- Second Offence: *Suspension - 2 weeks*
- Third Offence: *Suspension - BAN*

3. Inability to issue waybill and proper proof of pick-up, proof of delivery photos

*Penalties for Violation*

- First Offence: *Suspension - 3 days*
- Second Offence: *Suspension - 1 week*
- Third Offence: *Suspension - BAN*

4. Intentionally picking up another driver's passenger

*Penalties for Violation*

- First Offence: *Warning*
- Second Offence: *Suspension - 2 weeks*
- Third Offence: *Suspension - BAN*

5. Drop off passenger at non-designated locations

*Penalties for Violation*

- First Offence: *Suspension - 2 weeks*
- Second Offence: *Suspension - BAN*

**In case of emergency...**

Always call the authorities first. Once all parties are safe and authorities have been notified, contact Pazada to report the incident. You will be penalized using Pazada Emergency Hotline for Non-Emergency matters.

**Violation Category**

1. Failing to inform Pazada of a road traffic accident

*Penalties for Violation*

- First Offence: *Suspension - 3 days w/ Retraining*
- Second Offence: *Suspension - 1 week w/ Retraining*
- Third Offence: *Suspension - 1 week w/ Retraining*

# Terms of Service: Transport, Delivery and Logistics

Last modified: 22 April 2021

## **TERMS OF USE**

### **Section A – General Terms**

#### **1. Introduction**

1.1. Please read these Terms of Use carefully. By using the Service (as defined), you agree that you have read and understood the terms in these Terms of Use which are applicable to you. These Terms of Use and the Pazada Policies (as defined) constitute a legally binding agreement (“**Agreement**”) between you and Pazada (as defined). The Agreement applies to your use of the Service provided by Pazada. If you do not agree to these Terms of Use, please do not use or continue using the Application (as defined) or the Service.

1.2. Pazada may amend the terms in the Agreement at any time without prior notice. Such amendments shall be effective once they are posted at <http://www.Pazada.com> or on the Application. It is your responsibility to review the Terms of Use regularly. Your continued use of the Service after any such amendments, whether or not reviewed by you, shall constitute your agreement to be bound by such amendments.

1.3. If you use the Service in a country other than the country where you registered for the Application (the “**Alternate Country**”), you must regularly review the Terms of Service applicable in the Alternate Country which can be found at <https://www.Pazada.com> as it may differ from the country where you registered for the Application. By using the Service in the Alternate Country, you agree to be bound by prevailing Terms of Use applicable in the Alternate Country.

1.4. PAZADA IS A **TECHNOLOGY COMPANY** WHICH PROVIDES A PLATFORM FOR USERS TO OBTAIN SERVICES PROVIDED BY THIRD PARTY PROVIDERS. PAZADA’S ROLE IS MERELY TO LINK THE USER WITH SUCH THIRD PARTY PROVIDER. PAZADA IS NOT RESPONSIBLE FOR THE ACTS AND/OR OMISSIONS OF ANY THIRD PARTY PROVIDER, AND ANY LIABILITY IN RELATION TO SUCH SERVICES SHALL BE BORNE BY THE THIRD PARTY PROVIDER. THIRD PARTY PROVIDERS SHALL NOT REPRESENT TO BE AN AGENT, EMPLOYEE OR STAFF OF PAZADA AND THE SOLUTIONS PROVIDED BY THIRD PARTY PROVIDERS SHALL NOT BE DEEMED TO BE PROVIDED BY PAZADA.

#### **2. Definitions**

In these Terms of Use, the following words shall have the meanings ascribed below:

2.1. “**Application**” means the relevant mobile application(s) made available for download by Pazada (or its licensors) to Users and Third Party Providers respectively;

2.1.1 “**Pazada**” means:

2.2.2. in relation to Pazada for Business, the entity stated at the Pazada for Business account sign-up page in relation to; and/or

2.2.3. the relevant subsidiary, affiliate, associated company of or entity jointly controlled by Pazada Taxi Holdings Pte Ltd.

2.2.4 “**Pazada Policies**” means the following:

2.3.1. the Privacy Policy;

2.3.2. the Pazada Driver / Delivery Partner Code of Conduct or the Pazada Customer Code of Conduct, as may be applicable; and

2.3.3. all other forms, policies, notices, guidelines, frequently asked questions (FAQs), or agreements provided to or entered into by you from time to time;

2.4. “**Personal Data**” is any information which can be used to identify you or from which you are identifiable. This includes but is not limited to your name, nationality, telephone number, bank and credit card details, personal interests, email address, your image, government-issued identification numbers, biometric data, race, date of birth, marital status, religion, health information, vehicle and insurance information;

2.5. “**Platform**” means the relevant Pazada technology platform, portal or website that, when used in conjunction with the Application, enables Users to request or access Solutions;

2.6. “**Privacy Policy**” means our privacy policy accessible at: <https://www.Pazada.com/ph/privacy/> as amended from time to time;

2.7. “**Service**” means the linking of Users to Third Party Providers, or Other Users through the Application, Platform and/or Software;

2.8. “**Software**” means any software associated with the Application which is supplied made available for download and installation by Pazada;

2.9. “**Solutions**” means the following transportation and/or logistics services which are made available to Users through the Service (each a “**Solution**”):

2.9.1. Pazada for Business;

2.9.2. Any such other services which Pazada may make available from time to time;

2.10. “**Third Party Provider**” means the independent third parties who provide the Solutions to Users through the Service, including drivers, delivery partners and third party merchants such as PazadaFood Merchants;

2.11. “**User**” means any person who uses the Application, Platform and/or Software to search for and obtain the Solutions; and

2.12. “**User Charges**” shall mean charges incurred by Users for the Solutions obtained through the use of the Service, including any applicable tolls, taxes and any other fees or charges that may be due for a particular use of the Service or Solutions.

### **3. Representations, Warranties and Undertakings**

3.1. By using the Service, you represent, warrant / undertake that:



3.1.1. You have legal capacity to enter into the Agreement and that you are at least eighteen (18) years old. You cannot enter into the Agreement if you are below eighteen (18) years old;

3.1.2. All the information which you provide shall be true and accurate;

3.1.3. You will only use the Application, Platform and Service for their intended and lawful purposes;

3.1.4. You will keep your account password or any identification we provide you which allows access to the Service secure and confidential;

3.1.5. You agree to notify us immediately of any unauthorized use of your account or any other breach of security;

3.1.6. You will not try to interrupt or harm the Service, Application and/or the Software in any way;

3.1.7. You will not attempt to commercially exploit any part of the Application without our permission, including without limitation, modify any of the Application's content in any way, or copy, reproduce, publicly display, distribute or otherwise use or communicate them for any public or commercial purpose without our permission;

3.1.8. You shall not impair or circumvent the proper operation of the network which the Service operates on;

3.1.9. You will not authorize others to use your identity or user status, and you may not assign or otherwise transfer your user account to any other person or entity;

3.1.10. You will provide us with whatever proof of identity or any other documents, permits, licenses or approvals which we may reasonably request or require;

3.1.11. You will not use the Application for sending or storing any unlawful material or for fraudulent purposes;

3.1.12. You will not use the Application and/or the Software to cause nuisance or behave in an inappropriate or disrespectful manner towards Pazada or any third party;

3.1.13. When using the Service, you agree to comply with all laws applicable to you and/or your use of the Service;

3.1.14. You will not copy, or distribute the Software or other content without written permission from Pazada;

3.1.15. You will provide accurate, current, and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current, and complete at all times during the term of the Agreement. You agree that Pazada may rely on your information as accurate, current, and complete. You acknowledge that if your information is untrue, inaccurate, not current, or incomplete in any respect, Pazada has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice;

3.1.16. You will only use an access point or data account which you are authorized to use;

- 3.1.17. You agree that the Service is provided on a reasonable effort basis;
- 3.1.18. You agree that your use of the Service will be subject to Pazada's Privacy Policy as may be amended from time to time;
- 3.1.19. You agree to assist Pazada with any internal or external investigations as may be required by Pazada in complying with any prevailing laws or regulations in place; and
- 3.1.20. You agree to assume full responsibility and liability for all loss or damage suffered by yourself, Pazada or any other party as a result of your breach of this Agreement.
- 3.1.21. You will not utilise modified devices or applications with the intent of evading detections or facilitating any activities intended to defraud Pazada or to disrupt the natural functions of the Application; and
- 3.1.22. You provide us the phone numbers of Pazada users and other contacts in your mobile phone address book on a regular basis. You confirm that you are authorised to provide us with such numbers to enhance your use of the Service.

**3.2. If you are a Third Party Provider, you further represent, warrant / undertake that:**

- 3.2.1. If applicable, you possess a valid driver's license and are authorized to operate a motor vehicle and have all the appropriate licenses, approvals and authority to provide transportation or delivery services for hire to third parties in the jurisdiction in which you use the Service;
- 3.2.2. If applicable, you own, or have the legal right and authority to operate, the vehicle or motorcycle, ("Vehicle") which you intend to use when accepting Users, and such Vehicle is in good operating condition and meets the industry safety standards for Vehicles of its kind;
- 3.2.3. If applicable, you will use the appropriate road safety equipment (e.g. helmet);
- 3.2.4. If applicable, you have a valid policy of liability insurance (in industry-standard coverage amounts) for the operation of your Vehicle and/or business insurance to cover any anticipated losses related to the operation of your delivery services;
- 3.2.5. You shall be solely responsible for any and all claims, judgments and liabilities resulting from any accident, loss or damage including, but not limited to, personal injuries, death, total loss and property damage, loss and damage to goods being conveyed or delivered or delays in the rendition of delivery services, if applicable or unless otherwise provided, which is due to or is alleged to be a result of the transportation/delivery service provided by you;
- 3.2.6. You shall obey all local laws related to the operation of a taxi/passenger delivery service and will be solely responsible for any violations of such local laws;
- 3.2.7. You shall not contact Users for purposes other than in connection with the Service;
- 3.2.8. You shall not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Application, or any other customer of Pazada, including without limitation any user account not owned by you, to its source, or exploit the Application or any service or information made available or

offered by or through the Application, in any way where the purpose is to reveal any information, including but shall not be limited to personal identification information, other than your own information, as provided for by the Application;

3.2.9. You are aware that when responding to Users, standard telecommunication charges may apply which shall be solely borne by you;

3.2.10. If you are required to and do sign up for an account on behalf of your employer, your employer shall be the owner of the account, and you represent and warrant that you have the authority to bind your employer to the Agreement;

**3.2.11. You are strictly forbidden to use the Service for other purposes such as but not limited to data mining of Pazada's information or information related to the Application or the Service.** A breach hereof constitutes a grave offence and may be treated as **industrial espionage or sabotage**, and Pazada reserves the right to take such action as may be appropriate or permitted under the law against you, and/or any person, whether natural or artificial, directing or instructing you, in the event you use the Service other than for the purpose for which it is intended to be used; and

**3.3. If you are a User, you further represent, warrant / undertake that:**

3.3.2. Your use of the Service is for your own sole, personal use or, where permitted, for the use of another person who is at least twelve (12) years old, in which case you shall assume primary responsibility over him/her;

3.3.3. You will not use the Application, Platform and/or the Software to cause nuisance, annoyance, inconvenience or make fake bookings;

3.3.4. Where applicable, you agree to indicate the accurate number of passenger(s) when requesting for the Service. You further acknowledge and agree that if the information on the number of passengers is untrue or inaccurate, the third-party transportation provider is entitled to cancel your booking and you may be charged a Cancellation Fee, as per the Cancellation Policy;

3.3.5. You shall not contact the Third-Party Provider for purposes other than the Service;

3.3.6. You shall not intentionally or unintentionally cause or attempt to cause damage to the Third-Party Provider or the Vehicle;

3.3.7. Where applicable, you will not create or compile, directly or indirectly, any collection, compilation or other directory from any content displayed on the Application or Platform except for your personal, non-commercial use;

3.3.8. Where applicable, you will not copy any content displayed through the Application or Platform, including any third-party product content and reviews, for republication in any format or media;

3.3.9. You acknowledge and agree that only one (1) account can be registered on one device;

3.3.10. You are aware that when requesting Solutions by SMS or by using the Service, standard telecommunication charges will apply; and

3.3.11. You agree that Pazada may, based on its sole discretion, consider an account to be dormant if there has been no transaction made by you on your user account for a period of six (6) months from the last date of transaction and deactivate or restrict access to your user account.

#### **4. Compatibility**

Different models or versions of routers, browsers and devices may have firmware or settings that are not compatible with the Application, Platform and/or Software. While we continuously develop the Application, Platform and/or Software in order to, as far as possible, support all commonly used devices and models in markets and all browsers where the Application, Platform and/or Software is likely to be accessed from, we do not warrant compatibility of the Application, Platform and/or Software with specific mobile devices or other hardware.

#### **5. License Grant and Restrictions**

5.1. Pazada and its licensors, where applicable, grant you a revocable, non-exclusive, non-transferable, limited license to use and access the Application and/or the Software to use the Service, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Pazada and its licensors.

5.2. You shall not:

5.2.1. license, sublicense, sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Application and/or the Software in any way;

5.2.2. modify or make derivative works based on the Application and/or the Software;

5.2.3. "mirror" the Application / Software on any other server or wireless or internet-based device;

5.2.4. except to the extent such restriction is prohibited under applicable law, disassemble, decompile, reverse engineer, decrypt or attempt to derive and code or extract software from, this Application or any software or services made available on or through the Application;

5.2.5. use any manual or automated program or script, including but not limited to web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, (a) to unduly burden or hinder the operation and/or performance of the Application; (b) to conduct data mining or scraping activities, or (b) in any way reproduce or circumvent the navigational structure or presentation of the Application or its content;

5.2.6. post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights;

5.2.7. remove any copyright, trademark or other proprietary rights notices contained on the Application or Platform; or

5.2.8. use the Application to: (a) send spam or otherwise duplicative or unsolicited messages; (b) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including but not limited to materials harmful to children or violative of third party privacy rights; (c) send material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs; (d) interfere with or disrupt the integrity or performance of the Application or the data

contained therein; (e) attempt to gain unauthorized access to the Application or its related software, systems or networks; (f) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; or (g) engage in any conduct that could possibly damage our reputation or amount to being disreputable.

## **6. Payments**

### **6.1 Payment Terms for Third Party Providers (Drivers/Delivery Partners)**

6.1.1 Any fees which you pay Pazada for the Service are due immediately and are non-refundable (“**Service Fee**”). Subject to any limit stipulated by the applicable law, the Service Fee shall be a percentage of the User Charges, as determined by Pazada from time to time. This no-refund policy shall apply at all times regardless of your decision to terminate your access to the Application / Platform, our decision to terminate or suspend your access to the Application / Platform, disruption caused to the Service whether planned, accidental or intentional, or any reason whatsoever;

6.1.2 YOU ACKNOWLEDGE AND CONFIRM THAT PAZADA MAY ADMINISTER AND ACT AS YOUR COLLECTION AGENT TO PAY TO YOU THE TOTAL AMOUNT OF USER CHARGES DUE TO YOU IN RESPECT OF YOUR PROVISION OF THE SOLUTION;

6.1.3 Pazada may, at its sole discretion, make promotional offers with different features and different rates on the Solutions to any of the Users whereby these promotional offers shall accordingly be honored by you. Pazada may change the Service Fee at any time at its sole discretion.

6.1.4 **Driver’s Cash Balance**: Pazada shall administer payments to you and from you by way of a wallet system (the “**Driver’s Cash Balance**”). Your earnings will be displayed in the Driver’s Cash Balance in the Application and may be withdrawn by you to your designated bank account, or where available, to your Driver PazadaPay Wallet, or to such other recipient accounts as are made available in the Application. Pazada reserves the right to make such deductions from the Driver’s Cash Balance as are provided for in these Terms of Use, as are authorized by you, or as are notified to you via the Application.

6.1.5 **Driver’s Credit Balance**: In addition to your Driver’s Cash Balance, you must also maintain with Pazada a **Driver’s Credit Balance**. The Driver’s Credit Balance comprises a pre-payment to Pazada by you of commissions and other fees and charges applicable under these Terms of Use. You must at all times maintain a minimum credit balance (“**Minimum Balance**”) in your Driver’s Credit Balance in order for you to use the Service. The amount of such Minimum Balance shall be prescribed by Pazada, and shall be notified to you via the Application. It may be changed at any time at Pazada’s sole discretion.

6.1.6 You may add funds (“**Credits**”) to your Driver’s Credit Balance to fulfill the Minimum Balance requirement. The maximum balance you may hold in the Driver’s Cash Balance at any time is PHP100,000.00. Balance may be added in any manner prescribed by Pazada from time to time (such as cash reload and credit/debit card payments or transfer from your Driver Cash Balance).

6.1.7 Funds in the Driver’s Credit Balance are not redeemable for cash and cannot be refunded. They cannot be resold, exchanged or transferred for value under any circumstances. The funds shall not be regarded, construed, or used as valuable or exchangeable instruments under any circumstances. You will not receive interest or other earnings on your Credits. Pazada may receive interest on amounts that

Pazada holds on your behalf. You agree to assign your rights to Pazada for any interest derived from your Credits.

**6.1.8 Driver's PazadaPay Wallet:** Where available, Drivers will be provided with a PazadaPay stored value facility wallet. This wallet may be used to receive funds withdrawn from the Driver's Cash Balance pursuant to clause 6.1.4 above, as well as make payments, remittances and transfers of funds to other Users.

## **6.2 Payment Terms for Users:**

6.2.1 Users are required to make full payment of the User Charges for all services offered in the Application by the method selected at the time of booking, which may be cash, or one of the automated payment methods available to you on the Application. Any payment pursuant to such selection is non-refundable and irrevocable.

6.2.2 Automated payment may be made by credit card and or debit card, by PazadaPay, alternative e-Wallets or by PayLater or where available by such other methods as are made available in the Application. The terms of these non-cash payments made by you through the Application will be governed by the PazadaPay Terms of Use.

6.2.3 If the tipping feature is available, you may have the option to pre-set a default "tip" amount of your choosing when you register for the Service. This will automatically be included in the User Charges after the Solution has been provided and given to the Third-Party Provider unless you choose to change the amount or remove the tip.

## **7. Cancellation**

### **7.1 For Third Party Providers:**

7.1.1 The Users rely on you for delivery or provision of the Solutions. You agree that high and/or frequent cancellation rates or ignoring the Users' bookings will impair the Users' experience and negatively impact the reputation and branding of Pazada;

7.1.2 While you may cancel a booking, the cancellation shall be based on acceptable cancellation reasons as shown in the Application. Pazada reserves the right to amend the acceptable cancellation reasons from time to time. A cancellation that is not based on one of the acceptable reasons or ignoring a booking may be counted in determining if your access to the Service will be temporarily restricted.

### **7.2 For Users:**

7.2.1 You may cancel your request for transportation services at any time before you commence your ride with the Third-Party Provider that has been matched with you by the Service;

7.2.2 If you decide to cancel your booking or do not show up at the designated location, you may be charged a Cancellation Fee or such other Cancellation Fee as Pazada may notify from time to time via the Cancellation Policy;

7.2.3 If you feel you were incorrectly charged a Cancellation Fee, you may contact Pazada via Help Centre for assistance. Pazada reserves its absolute discretion to any refunds to you and such refunds

may be credited to the payment card you used for the journey, or the PazadaPay Credits or such other method as is deemed reasonable by Pazada.

## **8. PazadaRewards Loyalty Programme for Users**

8.1 If you are a User using the Application, you will automatically be a member of the loyalty programme named “PazadaRewards Loyalty Programme” operated by Pazada and/or its affiliate companies. As a member of the PazadaRewards Loyalty Programme, you will gain access to the benefits such as e-vouchers, promotions, discounts, free gifts, promotion codes and other benefits as may be offered by the Pazada and/or third-party merchants as shown on the rewards catalogue that is made available from time to time in the Application (“Rewards”).

8.2 The terms of the PazadaRewards Loyalty Programme will be governed by the PazadaPay Terms of Use, accessible via the <https://www.Pazada.com/ph/terms-policies/payment-rewards/>

8.3 From time to time, Pazada may run marketing and promotional campaigns which offer voucher codes, discounts, subscription plans, or other promotional offers to be used on the Platforms (“Vouchers”). Vouchers are subject to validity periods, redemption periods, limits and/or availability. Vouchers may not be valid when used in conjunction with other promotions, discounts or other vouchers. Additional terms and conditions may apply to Vouchers. Unless otherwise stated, Vouchers can only be used on our Platforms. Vouchers are non-transferable, non-exchangeable and non-refundable and cannot be exchanged for cash. Pazada reserves the right to withdraw, amend and/or alter any part of the terms and conditions of the promotions and subscriptions at any time without any prior notice. Pazada reserves the right to void, discontinue or disqualify any user from any promotion or subscription plan without prior notice to any user, in the event a user breaches any part of these Terms of Use.

### **Earning Points**

8.4 Pazada may, at its sole and absolute discretion, award you points (“**Points**”) which can be used to redeem for Rewards upon the Solutions booked via the Application in Philippines;

8.5 Pazada may at its sole and absolute discretion, issue you 1 Point for every PHP10 that you actually spend on qualifying Solutions in Philippines (promotion code discounts, fare discounts redeemed from Rewards or other fare adjustments applied in connection with the qualifying Solutions are hereby expressly excluded). For instance, if your PazadaCar ride costs PHP50 and you received a PHP20 discount, Pazada, may issue you 3 Points on the PHP30;

8.6 The Points are calculated on a per transaction basis and rounded up to the nearest whole number if the decimal more or equal to 0.5 Points, and down to the nearest whole number if the decimal is equal or less than 0.5 Points. For instance, if you spent PHP55 on a PazadaCar ride, Pazada issue you 6 Points but if you spent PHP53 on a PazadaCar ride, Pazada may issue you 5 Points;

8.7 For actual spending that results in decimals less than 1 Point, Pazada may issue you 1 Point. For instance, if your PazadaCar ride costs PHP65 and you received a PHP60 discount, Pazada, may at its sole and absolute discretion, issue you 1 Point on the PHP5 that you actually paid;

8.8 Pazada may increase or decrease the rate of Points to be awarded for each selected transaction as may be notified to you from time to time. You shall not be entitled to request from Pazada any

explanation pertaining to the calculation methods (for crediting the Points) or other matters relating to the Points or discounts for whatsoever purposes.

#### Points Validity

8.9 Points earned will continue to accumulate provided that you make at least one qualified Pazada transaction within three (3) months of the last transaction. Failure to make a qualified Pazada transaction within the period will lead to the expiration of the accumulated points.

8.10 Points have no cash or monetary value and are not redeemable for cash in any form. They cannot be purchased, resold or transferred, for value or otherwise, under any circumstances. Points shall not be regarded, construed, or used as valuable or exchangeable instruments under any circumstances.

#### Redemption of Rewards

8.11 If you comply with all these terms and conditions and have the required number of Points, you may select and redeem applicable Rewards via the Application. Your redemption of a Reward that is an e-voucher is subject to the additional terms and conditions of Pazada or the third party merchant (as the case may be) that offers the particular e-voucher that you wish to redeem;

8.12 You must use your e-vouchers redeemed during their applicable validity period. There shall be no extension of time for the validity period of any e-voucher redemption dates. You agree that you will have no claim whatsoever against Pazada for any expired e-vouchers;

8.13 Rewards are not redeemable for cash nor are they exchangeable for other Rewards under any circumstances. They cannot be resold, exchanged or transferred for value under any circumstances. Rewards shall not be regarded, construed, or used as valuable or exchangeable instruments under any circumstances;

8.14 Points that you have successfully redeemed for a Reward cannot be exchangeable for another Reward under any circumstances. No requests for exchange of Rewards will be entertained;

8.15 Pazada may at its sole and absolute discretion reject your request to redeem Points for any reason whatsoever, including without limitation, where there are insufficient Points to redeem for the particular Reward, or where the Reward is no longer made available or out-of-stock by the third party merchant, or where the Points you wish to use for redemption of Rewards have been issued to you in error etc.;

### **9. Ratings**

9.1. Users and Third-Party Providers may be allowed to rate each other in respect of Solutions provided;

9.2. Every rating will be automatically logged onto Pazada's system and Pazada may analyse all ratings received. Pazada may take all appropriate actions including suspending your use of the Service without any notice or compensation to you.

### **10. Complaints**

10.1. Any complaints between Third Party Providers and Users must be taken up with each other directly. For the avoidance of doubt, such complaints include, but are not limited to, complaints involving: (a) defects, safety, and/or imperfections of products or goods ordered or purchased by Users;



(b) deceptive, inaccurate, or insufficient labeling, packaging, or information regarding the products or services sold or offered for sale by Third Party Providers, as applicable; (c) loss or damage to goods incurred during conveyance or transport, as applicable or unless otherwise provided; (d) delays in delivery, as applicable or unless otherwise provided; or (e) other liability under applicable consumer protection, commercial, and criminal laws and/or administrative rules and regulations.

## **11. Repair and Cleaning Fees for Users**

11.1. Where applicable, you shall be responsible for the cost of repairing any damage to or necessary cleaning of the Third Party Provider's Vehicle as a result of your misuse of the Service or breach of the Terms of Use herein. Pazada may facilitate payment for reasonable cost of such repair or cleaning on behalf of the Third Party Provider via your designated payment method or demand from you in cash, in the event a request for repair or cleaning request by the Third Party Provider has been verified by Pazada.

## **12. Intellectual Property Ownership**

Pazada and its licensors, where applicable, shall own all right, title and interest, including all related intellectual property rights, in and to the Software and/or the Application and by extension, the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. The Terms of Use do not constitute a sale agreement and do not convey to you any rights of ownership in or related to the Service, the Software and/or the Application, or any intellectual property rights owned by Pazada and/or its licensors.

Pazada's name, Pazada's logo, the Service, the Software and/or the Application and the third-party transportation providers' logos and the product names associated with the Software and/or the Application are trademarks of Pazada or third parties, and no right or license is granted to use them. For the avoidance of doubt, the term the Software and the Application herein shall include its respective components, processes and design in its entirety.

## **13. Taxes**

13.1. You agree that this Agreement is subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be applicable from time to time. You shall comply with all applicable laws and take all steps required to enable, assist and/or defend Pazada to claim or verify any input tax credit, set off, rebate or refund in respect of any taxes paid or payable in connection with the Service.

13.2. If you are a Third Party Provider, you are accountable for paying any tax and statutory contributions due in respect of sums payable to you under or in connection with this Agreement.

## **14. Confidentiality**

14.1. You shall maintain in confidence all information and data relating to Pazada, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to you by or on behalf of Pazada (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by you from Pazada, or any of its affiliate companies, or created in the course of this Agreement. You shall further ensure that you only use such confidential information in order to use the Service, and shall not without

Pazada's prior written consent, disclose such information to any third party nor use it for any other purpose.

14.2. The above obligations of confidentiality shall not apply to the extent that you can show that the relevant information:

14.2.1. was at the time of receipt already in your possession;

14.2.2. is, or becomes in the future, public knowledge through no fault or omission on your part;

14.2.3. was received from a third party having the right to disclose it; or

14.2.4. is required to be disclosed by law.

## **15. Data Privacy and Protection Data Protection Policy**

15.1 Pazada collects and processes your personal data in accordance with its Privacy Policy. The Privacy Policy applies to all of Pazada's Services and its terms are made a part of this Agreement by this reference.

15.2 Where applicable, you agree and consent to Pazada, its subsidiaries and any of its affiliate companies collecting, using, processing and disclosing personal data as further described in our Privacy Policy.

15.3 You acknowledge that Pazada may disclose personal data of other individuals to you in the course of your use of Pazada's Services. You represent and warrant that you will only use such personal data for the purpose for which it was disclosed to you by Pazada, and not for any other unauthorized purposes.

## **16. Third Party Interactions**

16.1. During use of the Service, you may enter into correspondence or transactions with third parties who display or offer their goods and/or service through the Platform or Application. Any such communication or agreement is strictly between you and the applicable third party and Pazada and its licensors shall have no liability or obligation for any such communication or agreement. Neither Pazada nor any of its affiliate companies endorses any applications or sites on the Internet that are linked through the Platform or Application, and in no event shall Pazada, its licensors or its affiliate companies be responsible for any content, products, services or other materials on or available from such sites or third party providers. Certain third party providers of transportation, goods and/or services may require your agreement to additional or different terms of use or privacy policies prior to your use of or access to such goods or services, and Pazada is not a party to and disclaims any and all responsibility and/or liability arising from such agreements between you and the third party providers. You acknowledge that such additional or different terms of use and privacy policies may apply to your use of such third party services. Pazada is not liable for any information that you provide to or authorise us to provide to a third party, or for such third party's collection, use and disclosure of such information.

16.2. Pazada may rely on third party advertising and marketing supplied through the Service and other mechanisms to subsidize the Service and/or to earn additional revenue. If you do not wish to receive such advertising and marketing, please refer to our Privacy Policy for instructions to unsubscribe or update your privacy settings. You agree and allow Pazada to compile and release information regarding you and your use of the Service on an anonymous basis as part of a customer profile or similar report or

analysis. You agree that it is your responsibility to take all precautions in all actions and interactions with any third party you interact with through the Service and/or advertising or marketing material supplied by third parties through the Service.

16.3. We may include hyperlinks to other websites or content on the Internet that are owned or operated by third parties ("**Third Party Links**"). Such Third Party Links are not under our control and we are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the content, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk.

16.4 You acknowledge that the Application utilises and modifies search results from Google Maps services and content, and that by using the Application, you agree to comply with (1) the Google Maps/Google Earth Additional Terms of Services at [https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html); (2) the Google Privacy Policy at <https://www.google.com/policies/privacy/>; and (3) the Google Acceptable Use Policy at <https://cloud.google.com/maps-platform/terms/aup/>. You further agree that when using the Application you shall not:

- (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble or otherwise attempt to extract any of the source code of Google Maps; You acknowledge that in addition to utilising data from the Data Sources listed in Section B the Application utilises and modifies search results from Google Maps services and content.
- (b) sublicense, transfer or distribute Google Maps;
- (c) sell, resell or otherwise make Google Map available to a third party as part of a commercial offering that does not have material value independent of Google Maps; or
- (d) access or use Google Maps in a manner that is illegal or which is likely to result in a circumvention of any fees payable to Google.

#### **Data Sources**

The Application contains geographical data attributed to the following sources:

Map Data © OpenStreetMap contributors [www.openstreetmap.org/copyright](http://www.openstreetmap.org/copyright)

Map Schema © OpenMapTiles <https://openmaptiles.org/>

Map Data © Google [maps.google.com](http://maps.google.com)

Map Data © Here [www.here.com](http://www.here.com)

Map Data © OpenStreetCam [openstreetcam.org](http://openstreetcam.org)

Map Data © Foursquare [foursquare.com](http://foursquare.com)

Land Transport Authority, Singapore [lta.gov.sg](http://lta.gov.sg)

Department of Transportation, Philippines [dotr.gov.ph](http://dotr.gov.ph)

Jakarta Transportation Management Body [bptj.dephub.go.id/](http://bptj.dephub.go.id/)

Ministry of Transport, Vietnam [mt.gov.vn/en/Pages/default.aspx](http://mt.gov.vn/en/Pages/default.aspx)

and information on places accessed on August 17th, 2020 from:

(i) Land Transport Authority of Singapore;

(ii) Singapore Land Authority's OneMap;

(iii) National Environment Agency of Singapore;

(iv) [Data.gov.sg](http://Data.gov.sg),

(v) from [Hdb.gov.sg](http://Hdb.gov.sg); and

(vi) OpenWeatherMap accessed on 01 April 2021,

which are respectively made available under the terms of the Singapore Open Data Licence version 1.0.

## **17. Indemnification**

17.1 By agreeing to the Terms of Use upon using the Service, you agree that you shall indemnify and hold Pazada, its licensors and each such party's affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs and/or regulatory action) arising out of or in connection with: (a) your use of the Service, the Platform, Software and/or the Application in your dealings with the Third Party Providers or Users (as the case may be), third party merchants, providers, partners, advertisers and/or sponsors, or (b) your violation or breach of any of the Terms of Use or any applicable law or regulation, whether or not referenced herein, or (c) your violation of any rights of any third party, including Third Party Providers or Users arranged via the Service, or (d) your use or misuse of the Service, the Platform, Software and/or the Application; (e) where applicable your ownership, use or operation of any Vehicle, including your provision of Solutions to Users via the Service where applicable; or (f) the provision by Third Party Providers, as applicable, of false, inaccurate, deceptive, fraudulent, or otherwise illegal information, including but not limited to (i) product, price or promotional information, (ii) service information, or (iii) other information required to be disclosed by applicable law and/or administrative rules and regulations.

17.2 By agreeing to the Terms of Use upon using the Service, you agree that you shall indemnify and hold Pazada, its licensors and each such party's affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs and/or regulatory action) arising out of or in connection with: (a) your use of the Service, the Platform, Software and/or the Application in your dealings with the Third Party Providers or Users (as the case may be), third party merchants, providers, partners,

advertisers and/or sponsors, or (b) your violation or breach of any of the Terms of Use, any third party terms and conditions or any applicable law or regulation, whether or not referenced herein, or (c) your violation of any rights of any third party, including Third Party Providers or Users arranged via the Service, or (d) your use or misuse of the Service, the Platform, Software and/or the Application; and (e) where applicable your ownership, use or operation of any Vehicle, including your provision of Solutions to Users via the Service where applicable.

## **18. Disclaimer of Warranties**

Pazada makes no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Service, Software, Application or Platform. Pazada does not represent or warrant that (a) the use of the Service, Software, Application or Platform will be secure, uninterrupted, free of errors or other harmful components, or operate in combination with any other hardware, software, system or data, (b) will meet your requirements or expectations, (c) any stored data will be accurate or reliable, or (d) the quality of any products, services, information or other materials purchased or obtained by you through the Application will meet your requirements or expectations. The Service is provided to you strictly on an “as is” basis. All conditions, representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby excluded to the extent permissible by law.

18.1. Pazada makes no representation or warranty of any kind whatsoever, express or implied, in respect of Solutions provided by Third Party Providers or any Solutions procured through the use of the Service. You agree that you shall bear all risk arising out of your use of the Service and any Solution provided by Third Party Providers and shall have no recourse to Pazada in respect of the same.

## **19. Internet Delays**

THE SERVICE, PLATFORM, APPLICATION AND/OR THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS INCLUDING THE DEVICE USED BY YOU OR THE THIRD PARTY TRANSPORTATION PROVIDER BEING FAULTY, NOT CONNECTED, OUT OF RANGE, SWITCHED OFF OR NOT FUNCTIONING. PAZADA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, DAMAGES OR LOSSES RESULTING FROM SUCH PROBLEMS.

## **20. Limitation of Liability**

20.1. UNLESS OTHERWISE STATED, AND TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIMS AGAINST PAZADA BY YOU SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN UTILISING THE SERVICE DURING THE EVENT GIVING RISE TO SUCH CLAIMS. PAZADA AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY OR CAUSED TO YOU OR TO ANY PERSON FOR WHOM YOU HAVE BOOKED THE SERVICE, INCLUDING BUT NOT LIMITED TO:

20.1.1. LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, THE PLATFORM, APPLICATION AND/OR THE SOFTWARE;

20.1.2. THE USE OR INABILITY TO USE THE SERVICE, THE PLATFORM, APPLICATION AND/OR THE SOFTWARE;

20.1.3. ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING;OR

20.1.4. AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY PROVIDER, MERCHANT, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED TO BY THE SERVICE, THE APPLICATION AND/OR THE SOFTWARE,

EVEN IF PAZADA AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20.2. PAZADA DOES NOT AND WILL NOT ASSESS NOR MONITOR THE SUITABILITY, LEGALITY, ABILITY, MOVEMENT OR LOCATION OF ANY THIRD PARTY PROVIDERS INCLUDING THIRD PARTY TRANSPORTATION PROVIDERS, MERCHANTS, ADVERTISERS AND/OR SPONSORS AND YOU EXPRESSLY WAIVE AND RELEASE PAZADA FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD PARTY PROVIDERS INCLUDING THIRD PARTY TRANSPORTATION PROVIDERS, MERCHANTS, ADVERTISERS AND/OR SPONSORS.

20.3. PAZADA WILL NOT BE A PARTY TO DISPUTES, OR NEGOTIATIONS OF DISPUTES BETWEEN YOU AND THIRD PARTY PROVIDERS INCLUDING THIRD PARTY TRANSPORTATION PROVIDERS, MERCHANTS, ADVERTISERS AND/OR SPONSORS. UNLESS YOU ARE A CORPORATE CUSTOMER WITH A CURRENT CORPORATE ACCOUNT WITH PAZADA, PAZADA CANNOT AND WILL NOT PLAY ANY ROLE IN MANAGING PAYMENTS BETWEEN YOU AND THE THIRD PARTY PROVIDERS, INCLUDING THIRD PARTY TRANSPORTATION PROVIDERS, MERCHANTS, ADVERTISERS AND/OR SPONSORS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING SERVICES AND PRODUCTS OFFERED VIA THE SERVICE, THE SOFTWARE AND/OR THE APPLICATION (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH AND ON YOU. YOU EXPRESSLY WAIVE AND RELEASE PAZADA FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE SERVICE, THE SOFTWARE AND/OR THE APPLICATION, OR IN ANY WAY RELATED TO THE THIRD PARTIES INCLUDING THIRD PARTY TRANSPORTATION PROVIDERS, MERCHANTS, ADVERTISERS AND/OR SPONSORS INTRODUCED TO YOU BY THE SERVICE, THE SOFTWARE AND/OR THE APPLICATION.

20.4. THE QUALITY OF THE SOLUTIONS SCHEDULED THROUGH THE USE OF THE SERVICE IS ENTIRELY THE RESPONSIBILITY OF THE THIRD PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH SOLUTION TO YOU. YOU UNDERSTAND, THEREFORE, THAT BY USING THE SERVICE, YOU MAY BE EXPOSED TO TRANSPORTATION, GOODS, PRODUCTS, SERVICES, OR OTHER CONDITIONS THAT ARE THAT IS POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL TO MINORS, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE SERVICE AT YOUR OWN RISK.

## **21. Notice**

Pazada may give notice through the Application, electronic mail to your email address in the records of Pazada, or by written communication sent by registered mail or pre-paid post to your address in the record of Pazada. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by registered mail or pre-paid post) or 1 hour after sending (if sent by email).

You may give notice to Pazada (such notice shall be deemed given when received by Pazada) by letter sent by courier or registered mail to Pazada using the contact details as provided in the Application.

## **22. Assignment**

This Terms of Use as modified from time to time may not be assigned by you without the prior written approval of Pazada but may be assigned without your consent by Pazada. Any purported assignment by you in violation of this section shall be void.

## **23. Dispute Resolution**

This Terms of Use 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 this Terms of Use or the Service shall be referred to the Philippines Dispute Resolution Centre (“**PDRC**”), in accordance with the Rules of the PDRC as modified or amended from time to time (the “**Rules**”) by a sole arbitrator appointed by the mutual agreement of you and Pazada (the “**Arbitrator**”). If you and Pazada are unable to agree on an arbitrator, the Arbitrator shall be appointed by the President of PDRC in accordance with the Rules. The seat and venue of the arbitration shall be Manila, in the English language and the fees of the Arbitrator shall be borne equally by you and Pazada, provided that the Arbitrator may require that such fees be borne in such other manner as the Arbitrator determines is required in order for this arbitration clause to be enforceable under applicable law.

## **24. Relationship**

Nothing contained in these Terms of Use shall be construed as creating any agency, partnership, or other form of joint enterprise with Pazada.

## **25. Severability**

If any provision of the Terms of Use is held to be invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired.

## **26. No Waiver**

The failure of Pazada to enforce any right or provision in the Terms of Use shall not constitute a waiver of such right or provision.

## **27. Entire Agreement**

This Agreement comprises the entire agreement between you and Pazada and supersedes any prior or contemporaneous negotiations or discussions.

## **28. Suspension and Termination**

You agree that we may do any of the following, at any time, without notice: (a) to modify, suspend or terminate operation of or access to the Application, or any portion of the Application (including access to your Account and/or the availability of any products or services), for any reason; (b) to modify or change any applicable policies or terms; and (c) to interrupt the operation of the Application or any portion of the Application (including access to your Account and/or the availability of any products or services), as necessary to perform routine or non-routine maintenance, error correction, or other changes. We shall not be required to compensate you for any suspension or termination.

## 29. No Third Party Rights

Unless expressly provided herein, this agreement does not give rights to any third parties who are not party to this Agreement.

### Section B – Additional Terms

#### 1. PazadaFood

##### 1.1 For PazadaFood Users:

1.1.1 The Application allows you to place orders for food and beverage from food and beverage providers (“**PazadaFood Merchant**”), such orders to be delivered to you by independent third-party food delivery services providers (“**Delivery Service Providers**”) or for such orders to be available for pick up as a takeaway by you from the PazadaFood Merchants. Pazada does not own, sell or resell any food and beverage items and does not control the PazadaFood Merchants, the Delivery Service Providers or any services provided by them. You understand that any order that you place shall be subject to the product availability and delivery location serviceability of the PazadaFood Merchants and/or the Delivery Service Providers.

1.1.2 All food order and delivery bookings placed on the Application (“**Food Orders**”) are treated as confirmed. You shall not be entitled to cancel your Food Order once you have received a confirmation. If you cancel your Food Order after it has been confirmed, you remain liable to pay the value of the food and/or delivery fee in full regardless of whether the Food Order has been prepared by the PazadaFood Merchant. You shall also be liable to pay the value of the food and/or delivery fee if you failed to collect the confirmed delivery within a reasonable time upon arrival for any reason.

1.1.3 Upon your successful completion of placement of a Food Order, the PazadaFood Merchants and/or the Delivery Service Provider may call you on the telephone or mobile number provided or otherwise contact you to confirm the details of the order, any change in the order (for instance, due to unavailability), the price to be paid or any change thereof and/or the estimated delivery time. For the avoidance of doubt, Pazada is not involved in and will not be responsible for any separate arrangement between you and the PazadaFood Merchant and/or Delivery Service Provider.

1.1.4 You remain liable to pay the order value in full where (i) cancellation is made by you after the PazadaFood Merchant starts food/beverage preparation; or (ii) you are not present or do not show up at the designated delivery location or the designated pick up location to collect the takeaway your ordered (A) after 10 minutes from the time that the Delivery Service Provider arrives at the designated delivery location or (B) within a reasonable time after you are informed that your order for takeaway is ready for collection; or (iii) you are unreachable physically or uncontactable (A) after 10 minutes from the time that the Delivery Service Provider arrives at the designated delivery location or (B) within a reasonable time after you are informed that your order for takeaway is ready for collection.

1.1.5 Pazada, the PazadaFood Merchant and/or Delivery Service Provider may not process your booking Food Order in the event of any of the following:

(a) you are unavailable on the phone at the time of the call for confirming the order or otherwise uncontactable,



- (b) if the requested delivery location falls outside the delivery zone offered in the Application,
- (c) there is a lack of information, direction or authorization from you at the time of delivery,
- (d) you are not present or do not show up at the designated delivery location or the designated pick up location to collect the takeaway your ordered, or you are unreachable physically or uncontactable, (A) after 10 minutes from the time that the Delivery Service Provider arrives at the designated delivery location or (B) within a reasonable time after you are informed that your order for takeaway is ready for collection, or
- (e) unavailability of items ordered.

1.1.5 The prices of food and beverage items reflected in the Application are determined solely by the PazadaFood Merchant and are listed for information only.

1.1.6 Prices of food and beverage items as reflected in the Application may, for reasons such as technical issue, typographical error or outdated product information supplied by the PazadaFood Merchant, be incorrectly reflected and in such an event the PazadaFood Merchant may cancel your order(s).

1.1.7 If you wish to use or apply any promotion codes or discounts, you must enter the available promotion codes or discounts upon checkout of the Food Order. All promotion codes and discounts are subject to its specific terms and conditions, are mutually exclusive and cannot be combined with other promotions, unless otherwise stated. The price payable for the discounted food or beverage item may be rounded and will be set out on the check out page for your Food Order. You agree that we are not obliged to accept late submission of promotion codes and discounts after the checkout process has been completed. We will not be liable for any losses, damages, costs and expenses suffered or incurred as a result of the theft or illegal or fraudulent usage of any promo codes and discounts. We may take any action against you if you have been found to be using any promotion codes and discount in an illegal or fraudulent manner, including without limitation, suspending or terminating your user account. Pursuant to arrangement or agreement between you and the PazadaFood Merchant and/or Delivery Service Provider pursuant to Clause 1.1.3 above, you may no longer be eligible for the promotion code(s) or discount(s) for the order placed. In such circumstances, we reserve the right to remove the application of the promotion(s) or discount(s) from the order(s) placed or otherwise carry out the necessary action to correct the promotion(s) or discount(s) which has been incorrectly applied.

1.1.8 The PazadaFood Merchant shall be solely responsible for any warranty in relation to, and quality of, the food and beverage products sold to you unless it is proven that the Food Order was delivered in an adulterated state caused by the negligence and willful acts of the Delivery Service Provider.

1.1.9 You are responsible for ensuring that the delivery details entered by you in respect of the Food Order on the Application are accurate and complete. Pazada shall not be liable in the event of late delivery or non-delivery of food and beverage items that you order by reason of erroneous delivery details entered by you on the Application; and in the event of late collection of the takeaway you ordered or non-collection of the takeaway you ordered by reason of erroneous collection details entered by you on the Application.

1.1.10 After the delivery of the food and beverage items or collection of the takeaway you ordered, you shall solely be liable for demurrage or loss, damage, contamination, soiling or detention of the food and beverage items (including but not limited to containers) whether caused directly or indirectly by you or any person acting on your behalf.

1.1.11 Persons placing an order for alcohol from any PazadaFood Merchant must be at least eighteen (18) years old. Alcoholic beverages can only be sold and delivered to persons who are at least eighteen (18) years old. By placing an order that includes alcohol, you confirm that you are at least eighteen (18) years old. The Delivery Service Provider or the PazadaFood Merchant will have the right to refuse to deliver or provide any alcoholic product to any person who at the time of delivery or collection of takeaway (i) does not appear to be at least eighteen (18) years old or (ii) cannot prove that he/she is at least eighteen (18) years old or (iii) is, or appears to be, under the influence of either alcohol or drugs at the time of delivery or collection of takeaway and in such an event you agree that Pazada, the Delivery Service Provider and or the PazadaFood Merchant shall not be liable to make any refund to you for payment already made by you.

1.1.12 Pazada has sole discretion in adopting any User Charge policy for PazadaFood Service and may include, Platform Fees, Delivery Fees and Small Order Fess.

## **1.2 For PazadaFood Merchants:**

This section applies to your use of the PazadaFood Merchant Application, and the terms in this Agreement are in addition to any other written agreement(s) entered into between you and Pazada.

### **1.2.1 Creation and Monitoring of Self-funded Campaign or Promotion**

You may be able to create a campaign or participate in promotion(s) suggested by us via our tool(s) which is made available on the Application or through manual creation via the account managers PROVIDED ALWAYS THAT you agree to bear any and all costs or expenses which may arise in connection with the campaign or promotion. In the course of such creation, you may be required to indicate information such as the type of promotion/campaign and the proposed duration for the promotion/campaign. The type of promotion/campaign which you may choose from in the Form may be varied from time to time at Pazada's sole discretion.

By creating the campaign using our tool(s) on the Application, you accept the following additional general conditions:

- (a) Where you are submitting any information via our Application or otherwise to us on behalf of your employer, you warrant that you are duly authorized to bind your employer to make such offer to create a campaign or participate in a promotion suggested by us.
- (b) Any information you input into our Application where required or otherwise provided to us must be complete, truthful, accurate and not misleading.
- (c) Your intention to conduct campaign(s) or participate in our promotion(s) via our Application must be genuine and must not be conducted in a manner which may be misleading to the end consumers or

users. You shall indemnify us in the event where we incur any losses or damages pursuant to the campaign you created via our Application.

(d) Depending on the type of promotion/campaign elected by you, the way in which we may facilitate the promotion/campaign may differ. You agree that it is your responsibility to review any and all information made available by us on the Application for information on how each type of promotion/campaign be facilitated on our systems. If you have any enquiries, you agree that you are responsible to clarify the same with our personnel before creating any campaign or participating in any promotion using our Application. By creating a campaign using our Application, you irrevocably agree to the way in which we facilitate the campaign.

(e) You shall be responsible to directly handle any complaints or enquiries from end users/consumers in respect of the promotion/campaign.

(f) In the event where you would like to end a promotion/campaign earlier than the duration which you have specified in the Application or if any of the item under the campaign has become out of stock prior to the expiry of the said duration, you must immediately indicate the same via our Application in accordance with the process as may be specified by us. Prior to the completion of the said process, you remain liable to bear any and all costs or expenses incurred in connection with the promotion/campaign and remain responsible to handle any enquiries or complaints from end users/consumers on the same.

(g) Notwithstanding any provision otherwise and in any event, the successful creation of the campaign using the Application does not indicate our approval that the campaign is in accordance with the applicable law. You agree that you are solely and entirely responsible for maintaining the confidentiality of the information submitted to us and to ensure that the campaign is, and will be conducted, in accordance with the applicable law.

(h) While we do not supervise or monitor the campaign created by you or the promotion you participate in, we reserve the rights to (but are not obliged to) cancel the campaign or promotion.

(i) We may make available to you information relating to the campaign or promotion created using our Application, and such information is considered as part of the content of the Application and is subject to Clause 1.2.5 below.

(j) You must pay any and all costs and expenses in connection with the campaign or promotion in the manner as we may specify.

(k) You must notify us immediately if your Account has been used without your authorization to create a campaign or otherwise use any of the features on the Application or where any other breach of security has occurred. In such event, you agree to indemnify us for any losses or damages that we incur as a result of the unauthorized use (including but not limited to bearing the costs or expenses which have been incurred under the campaign created using your Account). For the avoidance of doubt, we will not be liable for any losses that you incur as a result of someone else using your Account.

(l) You agree that any discounted price payable to you by end users/consumers pursuant to the campaign you created may be rounded in accordance with our internal policies as we may update from time to time.

### **1.2.2 Submission of Content or Information**

We do not claim ownership of any content or information that you upload on our Application or otherwise supply us with. Where you upload or provide us with any content that is covered by intellectual property rights (including without limitation photos or videos), you (a) grant us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content; and (b) undertake that you have the right to grant us such licence.

Via the Application, we may provide you with an option to vary or amend the content or information submitted by you to us (including without limitation information relating to the menu) or certain content submitted by user(s) in order to facilitate the Service(s) including without limitation detail(s) of an order placed by a user. You acknowledge that any such content or information may be made available in real time to end customers via an application operated by us or otherwise, and undertake that you will (and shall be responsible) to handle any complaints or queries by the end customers in respect of the said content or information without incurring liability on our part. We may, but are not obliged to, review the content or information submitted by you to us or amended (via the Application or otherwise) from time to time, and reserve the rights to remove or require amendments to any part of the content or information submitted by you where we deem necessary. For the avoidance of doubt, you shall at all times, ensure that the content or information submitted are not in contravention with the applicable laws and do not infringe any third party rights. In the event where you amend any content submitted by user(s) such as an order placed by a user, you further agree that by amending such content, (1) you have obtained the prior consent or acceptance from the affected user; and (2) Pazada is not involved in and will not be responsible for the amendments made by you, though Pazada reserves the right to (but is not obliged to) carry out Rectification Measure(s) (as defined below) to correct the amendment(s) made or otherwise resolve dispute or complaint arising from or in connection with the amendment(s) made.

### **1.2.3 Personal Data**

Without prejudice to the foregoing, information which you have submitted to us for your registration as a merchant on our systems, which may include your personal data as described in the Privacy Policy, may be linked to the account on the Application or in the course of carrying out Services on this Application. You hereby give your consent to such transfer and storage of information for the purposes of facilitation of your business via our systems, and to facilitate your request to use our products and services in the Application. Your use of the account and the Application may be monitored by us or a third-party service provider to provide you with information on your business and Account.

You further agree that any personal data you receive via the Application shall only be used for the direct and specific purpose for which you are provided the personal data; and shall be deleted or anonymized once the personal data is no longer required to be retained for the said purpose. For the avoidance of doubt, when you are provided with personal data of a user via the Application for the purposes of obtaining prior confirmation to amend an order placed, you shall only use the personal data provided for that sole purpose and remove it as soon as you no longer need the data for that purpose.

### **1.2.4 Hyperlinks**

You must obtain our prior written approval if you wish to link to or make use of any content on our Application. In this regard, you may send us a formal request by way of email for our consideration. For the avoidance of doubt, without our approval, you are not allowed to link or make use of any content on our Application for commercial purposes. In any event, notwithstanding that we have granted approval for the linking, you must not establish a link to our Application (a) in such a way as to suggest any form of association, approval or endorsement on our part where none exists; or (b) in any website which prohibits such linking or will in any way prejudice or compromise our reputation or integrity. We reserve the right to withdraw linking permission without notice. The Application must also not be framed on any other site.

#### **1.2.5 Content of the Application**

Without prejudice to any other provisions in these Terms of Use, we may vary, modify or remove any content on the Application without notice (including without limitation information relating to the availability of a product or service, product or service descriptions, pricing, promotions, offers, product shipping charges and transit time). In the rare event where any information on our Application contains any typographical errors, inaccuracies or omissions, we reserve the right to carry out measures such as (i) correcting the said errors, inaccuracies or omissions, (ii) changing or updating information; and/or (iii) canceling orders if any information provided to or by you or user(s) (whether via this Application or other related website) at the time the order is placed or is amended is inaccurate or if we otherwise are of the view that it is appropriate to cancel the order ("**Rectification Measure**"), at any time without prior notice (including without limitation after an order has been submitted). Notwithstanding the foregoing, we undertake no obligation to update, amend or clarify information on our Application; or carry out any other Rectification Measure, except as required by law. For the avoidance of doubt, no specified update or refresh date as shown on the Application or on any related website, should be taken to indicate that all information on the Application or on any related website has been modified or updated; and we shall, in no event, be liable to you or any third party for any losses, damages or consequences arising from (i) any variation, modification or removal of the content on the Application; and (ii) any Rectification Measure taken.

#### **1.2.6 Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW AND WITHOUT PREJUDICE TO THE OTHER PROVISION OF THESE TERMS OF USE, OUR TOTAL LIABILITY FOR ANY CLAIM ARISING FROM THESE TERMS OF USE, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE LOWEST OF (a) Five Thousand Pesos (Php 5,000), (b) THE VALUE OF THE SUBJECT MATTER IN QUESTION; OR (c) THE AMOUNT YOU PAID US TO USE OR ACCESS THE APPLICATION OR ANY OF ITS FEATURES OR FUNCTIONALITY IN THE PAST 12 MONTHS (IF ANY).

#### **1.2.7 Termination**

Notwithstanding any other term in this Agreement, this Agreement shall terminate when your relationship with us as a merchant on our systems is terminated. Such termination does not release either party from any liability which, at the time of such termination has already accrued to the other party or which is attributable to a period prior to such termination nor preclude either party from pursuing any rights and remedies it may have with respect to any breach of this Agreement.

## 2. PazadaExpress

### 2.1 For Users:

2.1.1 You shall not send any delivery item containing any of the following:

- Fragile items (including flowers, cakes) that require special handling
- Perishable items
- Hazardous, explosive, flammable and unsafe items (including power banks)
- Valuable items
- Credit or debit cards
- Illegal substances
- Live animals and plants
- Any unpacked / loose items that can be easily damaged in transit
- Counterfeit goods
- Animals (live or otherwise)
- Bullion, currency in any denomination, tax stamps / stickers, bearer forms or negotiable instruments, precious metals / stones
- Real or imitation weapons including firearms or parts thereof, explosives or ammunition
- Human remains or body parts
- Pornographic material
- Any item(s) of an aggregate value exceeding **PHP 10,000 (Ten Thousand Philippine Pesos)** for Regular PazadaExpress Services and **PHP 2,000 (Two Thousand Philippine Pesos)** for Nationwide deliveries except if the items are any of the following: pharmaceutical products, fashion jewelry, bottled beverages, perishable goods, cash and cash-equivalent items, in which case the aggregate value shall not exceed **PHP 5,000 (Five Thousand Philippine Pesos)**.

2.1.2 You represent and warrant that you are either the owner or authorised representative of the owner of the delivery item, and that you are authorised to accept and you accept these Terms of Use for yourself or as a representative acting for and on behalf of the owner of the delivery item.

2.1.3 You are responsible for ensuring that the delivery details (e.g. recipient's name, contact details and delivery address) entered by you on the Application are accurate and complete. Pazada shall not be liable in the event of late delivery or non-delivery of delivery items by reason of erroneous delivery details entered by you on the Application.

2.1.4 You represent and warrant that you are duly authorised by the recipient of the delivery item to provide the recipient's details (e.g. name, contact details and delivery address) to Pazada and the Third Party Provider (whether by way of your entering such details on the Application or otherwise).

2.1.5 You represent and warrant that the description and specific details of the delivery item which you provide are accurate and complete. Before delivery commences, you must inform the Third Party Provider of any specific precautions which should be applied to the handling of the delivery item in accordance with its nature.

2.1.6 You represent and warrant that you comply with all applicable laws and regulations relating to the nature, condition, packaging, handling, storage, and transportation of the delivery item and the delivery item is not or does not, in any way or condition: (a) non-compliant with or prohibited by any applicable laws or regulations; (b) dangerous; (c) easily experience degradation of quality; (d) flammable; (e) contain explosives; (f) corrosive; (g) contain radioactive substances; (h) prohibited based on the provisions stipulated in the ASEAN Framework Agreement On The Facilitation Of Goods In Transit (including Protocol 9); and/or (i) regulated by other relevant authorities.

2.1.7 Pazada and/or the Third Party Provider has the right to open and inspect the delivery item without prior notice to you based on any reasonable suspicion that the delivery item may contain or constitute non-compliant or prohibited items as referred to in the abovementioned provisions herein and Pazada and/or Third Party Provider has the right to refuse the receipt and delivery of such delivery item.

2.1.8 You represent and warrant that the delivery item has been packed by yourself personally, is properly and sufficiently prepared, packed, stowed, labelled and marked in a manner that is appropriate to any operations or transactions affecting the delivery item and the characteristics of the delivery item.

2.1.9 After the delivery item is delivered, you shall solely be liable for demurrage or loss, damage, contamination, soiling or detention relating to the delivery item whether or not caused directly or indirectly by you or any recipient of the delivery item (or any person acting as servant, representative or independent contractor for or on behalf of you or the recipient).

2.1.10 You acknowledge that in the ordinary course of delivering your item, the Third Party Provider may disclose your details to the recipient upon request. To the extent that you do not wish for this to take place, you may inform the Third Party Provider via the Application at the point of making your booking. You acknowledge and understand that you remain liable to pay the delivery booking fee in full in the event that the recipient refuses to take receipt of your item as a result of your decision to remain anonymous.

2.1.10 As a general rule you shall not be entitled to cancel your booking once you have received confirmation of the same. If you cancel your booking after it has been confirmed, you remain liable to pay the delivery booking fee in full. You remain liable to pay the delivery booking fee in full where the recipient whom you indicated in the Application is unreachable physically or uncontactable after 5 minutes from the time that the Third Party Provider arrives at the designated delivery location. Pazada and the Third Party Provider will have the right to not proceed with your booking in the following circumstances:

- (a) where the requested delivery location falls outside the delivery zone offered on the Application;
- (b) failure to contact you by phone or other means at the time of confirming the order booking;
- (c) failure to deliver your order due to lack of information, direction or authorisation from you at the time of delivery; or

(d) the recipient whom you indicated in the Application is unreachable physically or uncontactable, after 5 minutes from the time that the Third Party Provider arrives at the designated delivery location.

2.1.11 Third Party Providers have the right to refuse delivery if the delivery item falls within the categories listed at paragraph 2.1 above.

2.1.12 You agree to assume full responsibility and liability for all loss or damage suffered by yourself, the Third Party Provider, Pazada or any third party as a result of any breach of the Terms of Use.

## **2.2 Ninja on Pazada**

By using Ninja on Pazada delivery service on the Application, you acknowledge and agree that:

2.2.1 Ninja Van is an independent third party service provider and their terms and conditions shall apply to the Ninja on Pazada delivery service;

2.2.2 Ninja Van is solely responsible for the delivery of all items sent using the Ninja on Pazada delivery service. Pazada is not responsible or liable for the acts and omissions of Ninja Van. All disputes or queries regarding the delivery of your items should be taken up with Ninja Van directly;

2.2.3 all information which you provide in the Application, including your Personal Data, will be provided by Pazada to Ninja Van for the purpose of allowing Ninja Van to perform the Ninja on Pazada delivery service; and

2.2.4 You will not earn any Pazada Rewards Points for your use of the Ninja on Pazada delivery service.

## **3. PazadaWheels for Users**

### **3.1 For PazadaWheels Users**

As the rider, you are in sole and full control of the personal mobility devices (including but not limited to scooters) (each a "Personal Mobility Device" or "PMD"). Consequently, you represent to Pazada and undertake that you have the physical and mental ability, skill and experience to handle the Personal Mobility Device in a safe, responsible and lawful manner and that you shall abide by the Service Rules below.

### **3.2 Repairs and other Costs and Fees**

3.2.1 You shall be responsible for the following costs and fees in relation to the Personal Mobility Device as a result of your misuse of the Service or breach of the Terms of Use herein:

- repair costs;
- replacement costs;
- costs to retrieve lost/missing/impounded Personal Mobility Device; and
- cleaning fees

3.2.2 Pazada may recover such costs and fees as monies owed to it via your designated payment method or demand the same from you in cash.



3.2.3 Fees (such as but not limited to subscription plan/pass fees, per-ride fees and time-based fees) for your use of the Service shall be as published and updated from time to time through the Platform.

3.2.4 We may recover loss and damage as monies owed to us by charging your credit card, debit card or PazadaPay Credits associated with your user account, without your further consent.

### **3.3 PazadaWheels Service Rules**

3.3.1 Safety checks before the ride: Before using any PMD, you must verify the safe operation of the PMD and satisfy yourself that you are able to operate the PMD. The safety checks to conduct include, without limitation:

3.3.1.1 Effectiveness and functionality of the electric brakes and mechanical brakes;

3.3.1.2 Fit and flexibility of the handle bar;

3.3.1.3 Ensure that the headlights are working. Headlights must be turned on between 7 p.m. to 7 a.m. and when visibility is low;

3.3.1.4 Effectiveness and functionality of throttle (or accelerate) button;

3.3.1.5 All light reflectors are in good working condition;

3.3.1.6 Ensuring that the PMD bell is working;

3.3.1.7 Ensuring that mudguards are attached properly to avoid dirt and mud from hindering control of the PMD;

3.3.1.8 Ensuring that the PMD is free from any discernible defect that may affect the safe operation of the PMD;

3.3.1.9 Ensuring that the PMD is suitable for a person of your height, weight and build; and

3.3.1.10 Ensuring that the permissible speed limit is not exceeded.

DO NOT USE THE PMD if it does not satisfy any of the above requirements or is otherwise unsafe for operation. In such event, you must also immediately notify Pazada via the Platform of (a) the registration number of the PMD in question; and (b) the safety issues associated with that PMD.

3.3.2 Conduct during the ride: It is your responsibility to ensure that you use, ride and operate the PMD safely at all times. When using, riding or operating any PMD, you are to comply with the following:

3.3.2.1 Obey all applicable laws and regulations (including those related to traffic, road safety and parking);

3.3.2.2 Do not ride on expressways and roads;

3.3.2.3 Wear all necessary safety gear (helmet, protective pads and proper shoes) to mitigate the risk of personal injury;

3.3.2.4 Do not use any mobile phone or other devices while riding any PMD;

3.3.2.5 Do not operate any PMD under the influence of alcohol, drugs, medication or other substances that may impair the safe operation of the PMD;

3.3.2.6 You must be below 100kg in weight in order to operate the PMD;

3.3.2.7 Do not carry any excessive weight (e.g. briefcases, backpacks, bags and/or other items) if doing so poses a challenge to your safe operation of the PMD;

3.3.2.8 The PMD is designed to carry only one rider. Do not allow any other person (of any age or size) to be carried on the PMD at any time;

3.3.2.9 Stop and look out for vehicles and pedestrians at crossings before resuming your journey;

3.3.2.10 Do not cause nuisance, inconvenience or distress to other users including pedestrians;

3.3.2.11 Do not use the PMD when visibility is low;

3.3.2.12 Do not use any PMD in bad weather condition;

3.3.2.13 You must only use the PMD in the Philippines and its authorized operating areas. You will not transfer, or caused to be transferred, the PMD to any location outside the Philippines; and

3.3.2.14 Exercise due care and reasonable judgment in the usage of the PMD.

#### **3.4 Parking of PMD**

3.4.1 Areas designated for parking of PMDs are usually identified by the presence of the PazadaWheels logo on floor stickers and can be located in the Application map screen. It is your responsibility to park the PMD in an orderly fashion, and only in designated parking spots so that other users can also enjoy the use of the PMD.

3.4.2 Do not park (or leave unattended or abandon) any PMD in any area, space or manner that may contravene any applicable laws and/or regulations.

3.4.3 Do not park (or leave unattended or abandon) any PMD:

3.4.3.1 in any private spaces (e.g. within condominiums, private properties, etc.) and any public restricted areas;

3.4.3.2 on public footways and public roads;

3.4.3.3 in a manner that obstruct entrances, exits, roads, paths, carparks or parking lots of any property, national parks, nature reserves and public parks;

3.4.3.4 in any common area of a housing estate which is not designated for the parking of PMDs, or in a manner that obstructs the use of the common area; or

3.4.3.5 in any part of a subway or train station which is not designated for the parking of PMDs

3.4.3.6 The PMD must be returned to and parked at a designated parking lot before the PMD battery runs out.

3.4.3.7 When parking the PMD, ensure that the kick-stand is flipped down.

3.4.3.8 If you park (or leave unattended or abandon) the PMD at a location other than a designated parking spot, you may be liable to pay a service charge/penalty. Pazada reserves the right to facilitate payment for such service charge/penalty via your designated payment method or by deducting the appropriate amount from the deposit or demand from you in cash

### **3.5 Maximum Usage Time**

3.5.1 The maximum continuous rental time allowed of any PMD is 4 hours, after which Pazada reserves the right to lock and retrieve the PMD and impose a retrieval fee (in addition to PMD rental fees).

3.5.2 If Pazada is unable to retrieve or locate the PMD within 24 hours after you had last unlocked it, the PMD will be deemed lost or stolen and a police report may be filed against you. You shall also be liable for the replacement cost the MPD.

### **3.6 Responsibility for PMD**

3.6.1 Do not allow any other person to use a PMD which has been unlocked by you.

3.6.2 Use the PMD in a reasonable manner. Do not damage or restrict other users' enjoyment of the PMD, which may include damaging or destroying the PMD, hiding the PMD from public view, or tampering with the PMD in a manner that restricts other users' use (e.g. adding another lock to the PMD).

3.6.3 If the PMD is found to be damaged, lost or missing, you may be liable to pay certain costs and fees associated with repair, replacement, retrieval and/or cleaning of the PMD. You may be liable to pay the full replacement cost of the PMD (being PHP 40,000 or such other amount as Pazada may stipulate from time to time).

3.6.4 You are responsible to pay any applicable fines, penalties or other fees which may be imposed by local authorities from time to time, arising out of your use of the PMD.

### **3.7 Reporting of Incidents**

You are required to contact Pazada and file a police report immediately in the event of theft of the PMD or an accident that occurred during your use of the PMD resulting in bodily injury.

### **3.8 Deposit**

3.8.1 A security deposit may be required as part of the registration process before using any PMD. It shall be paid by credit card, debit card and/or PazadaPay Credits (as available) or where available by such other methods as are made available in the Platform at the rate shown in the Platform.

3.8.2 The security deposit may be applied towards the payment of any outstanding amounts owing from you to Pazada arising from your use of the Service (including non-compliance with these Service Rules).

### **3.9 Suspension / Ban**

Any user who is in breach of any of these Service Rules may be suspended or banned from using the Service and Platform.

### **4.0 Delayed/Cancelled Transport Service**

4.1 In the event the bus is estimated to be late for 30 minutes or more, passengers will be notified via the App that the bus service will be delayed. Refund for payment made shall only be made in the event of cancellation. The refund shall be governed by the Refund Start Time as indicated in the Bus Partner Terms.

4.1.2 In the event the bus is or booking is cancelled. Payment made for the cancelled bus services will be refunded to you.

4.1.3 In the event of a bus breakdown during the journey, and there is no replacement bus service or alternative form of transportation arranged, passengers will need to make their own plans for alternate transport arrangements. We will assess the refunds on a case-by-case basis, and Pazada reserves the right to exercise discretion in permitting or rejecting requests for refunds.

#### **4.2 User Conduct / Restrictions**

4.2.1 No children are allowed to travel with a passenger without a valid E-ticket for each child. Infants or toddlers under the height of 1.35 meters who require approved child restraints (according to the Road Traffic Act) will not be allowed on board.

4.2.2 Bus partners reserve the right to disallow or charge fees for the loading of luggage and bulky items on the bus.

#### **5.1 Booking and Payment**

5.1.1 Allocation is within a determined radius of a city.

5.1.2 Serviceable coverage area or pick-up is within a determined geofence specific to Pazada Rent in a city.

5.1.3 Pazada Rent is on-demand and cannot be booked beforehand (no advanced scheduling) and no multiple day bookings as well.

5.1.4 The Third Party Provider shall immediately communicate with User once booking has been accepted. If the User could not be contacted or has misunderstood service after five (5) minutes, the Third Party Provider is allowed to cancel the booking.

5.1.5 Start of the booking is after the five (5)-minute grace period for Users to meet with the Third Party Provider at the identified pick-up point or when User gets inside the car or whichever is earlier. If a User shows up after the five (5)-minute grace period and has confirmed with the Third Party Provider that they will continue with the booking, lost time cannot be compensated as extra time at the end of the trip.

5.1.6 When the Third Party Provider clicks "Pick up", booking may no longer be cancelled by both ends. User shall be charged the base amount that corresponds to the number of hours of the package he booked for at the very least.

5.1.7 Displayed fare includes vehicle rental, driver, and fuel. Additional fees such as toll, parking, and entrance fees are NOT included. Additional fees to be settled by cash payment from User's end. Toll and parking can be added after the trip.

5.1.8 Third Party Provider cannot charge anything outside the Application.

5.1.9 Overtime services shall be at the discretion of the Third Party Provider and shall be subject to agreement with the User and within serviceable hours.

5.1.10 User shall be issued a full refund if there is no option for trip to push through anymore.

5.1.11 PAZADA DOES NOT GUARANTEE THAT USER WILL BE ABLE TO AVAIL OF ACTIVITIES CHOSEN BY USER IN THE STOPS OF THE TRIPS AS THESE ARE PROVIDED BY PARTIES OUTSIDE OF PAZADA.

PAZADA/THIRD PARTY PROVIDER/OPERATOR SHALL NOT BE LIABLE FOR ANY ACCIDENTS, INJURIES, ETC. THAT MAY OCCUR IN THIRD PARTY ESTABLISHMENTS.

## **5.2 For User**

5.2.1 A User shall wait up to sixty (60) minutes from allocation before getting picked up to account for the traffic.

5.2.2 The number of Users must not exceed maximum capacity of vehicle booked. The Third Party Provider shall be obligated to cancel should this happen.

5.2.3 Users are allowed to make multiple stops within the service area covered by the package during the trip.

5.2.4 If User requests to be dropped off before the lapse of the availed hours in the package, User remains liable to pay the full amount for the package.

## **5.3 For Third Party Provider**

5.3.1 Third Party Provider must remind User within thirty (30) minutes to one (1) hour that the trip will be ending.

5.3.2 If the User could not be contacted during the trip, the Third Party Provider is advised to wait until end time of package before ending trip and leaving.

5.3.3 If Third Party Provider forgets to click the "Pick Up" button during the start of the trip which should trigger the start of charging, Third Party Provider is advised to honor the end time stated in the Application.

5.3.4 If Third Party Provider forgets to click the "Drop Off" button and there exists an overtime charge, the full amount the overtime charge shall be refunded to the User and deducted from the payout due to the Third Party Provider.

5.3.5 Third Party Provider must coordinate with User with regard to the locations and packages provided these are within the specified product bounds. Third Party Provider shall not make any deviations except in the event of fortuitous circumstances.

5.3.6 The Third Party Provider must drop off User within the same area of the pick up point (not exact pickup point but same origin).

5.3.7 Third Party Provider shall be required to provide reliever vehicle. If none is available, Pazada shall book on Third Party Provider's behalf.

## **6. Pazada for Business**

## 6.1 Provision of Services

### 6.1.1 Access to Services:

This section applies to you if you are a corporate User ("**Corporate User**") and sets out the terms under which you may utilise the Pazada for Business Portal ("**Portal**") in conjunction with the Solutions accessed by you or your authorised Users ("**Authorised User**") through the Application of the Platform. Your and your Authorised Users' use of the Application and Solutions are subject to the applicable terms in these Terms of Use. The Terms of Use and this section applies to you upon your completion of the account sign-up page on <https://www.business.Pazada.com>, and constitute a binding agreement between you and Pazada. In the event of any conflict in the terms under this section and the rest of these Terms of Use, the terms in this section shall prevail to the extent that such inconsistency relates to Pazada for Business.

6.1.2 After verification and acceptance by Pazada, Pazada will establish a **Corporate User Account** for you in accordance to your preferred mode of payment of charges incurred by Authorised Users for the Solutions, be it (1) Corporate Billing (as defined below), (ii) reimbursement, or (iii) corporate credit card billing. Using your Corporate User Account, you may permit Authorised Users with an Active Account (as defined below) to pay for Solutions using Corporate Billing (as defined below). You acknowledge that Authorised Users employing Corporate Billing will be incurring User Charges to your Corporate User Account and not to the Authorised User's personal account or credit card. You agree to pay all User Charges incurred under Corporate Billing, as well as any applicable fees incurred by Authorised Users in using the Solutions, in accordance with the terms and conditions herein. "**Corporate Billing**" the enterprise billing and payment process for the Service provided by Pazada or its Affiliates to you hereunder for User Charges, whereby you make payment at the agreed date via your designated payment method under the PazadaPay Terms of Use, subject to a monthly statement made available by Pazada to you on a monthly basis.

## 6.2 Active Account Required

6.2.1 You acknowledge and agree that before an Authorised User is authorised, and before the Authorised User can access the Pazada for Business's functionalities relating to the Service pursuant to this Agreement ("**Proposed User**"), such Proposed User must (i) download and install the Application on a compatible mobile device, (ii) register for and maintain an active personal user account ("**Active Account**") until the Corporate User Account is terminated. The Proposed User's registration requires the entry of personal data and may require a personal credit card number or any other payment method authorised by Pazada. The Proposed User must also confirm the mobile number provided during the registration process. Pazada's use of any personal data and credit card or other authorised payment method information to establish an Active Account shall be as set forth in the Privacy Policy.

6.2.2 You acknowledge that certain Proposed or Authorised Users may be suspended or banned from use of the Service due to future or past violations of the Terms of Use, and that Pazada shall have no obligation or liability related to a Proposed or Authorised User that is unable to obtain or maintain an Active Account for the purposes of Corporate Billing due to such violations.

## 6.3 User Account Linking

6.3.1 To enable Pazada for Business features for a Proposed User with an Active Account, you shall provide Pazada with (i) such Active Account holder's full name, (ii) the Active Account holder's company email address on the top level domain of Corporate User (e.g., name@companydomain.com), and (iii) other identifying information about the Active Account holder as reasonably requested by Pazada ("**Linking Data**"). Pazada will use the Linking Data provided for the purpose of authenticating the identified Active Account holder and linking such Active Account with the Pazada for Business account to establish the Active Account holder as an Authorised User, and verifying the Corporate Billing status of such Authorised User from time to time during the term of this Agreement. All Proposed Users invited to enable Pazada for Business features will receive an email to the email address in the Linking Data with instructions for linking their individual Active Account with the Corporate User's Account for Corporate Billing. Upon the linking of the Corporate User Account to an Active Account and where Corporate Billing applies, such Proposed User shall be provided the option, on a ride by ride basis, to apply User Charges to your Corporate User Account via the Corporate Billing option.

6.3.2 You acknowledge that the verification and linking described above will require Pazada to contact each such Proposed User using the Linking Data, and by providing Linking Data, you confirm that you have obtained all necessary consents from each Proposed User for Pazada to contact such Proposed User for the purpose of implementing the Pazada for Business account in the applicable Active Account. You shall ensure that Linking Data provided to Pazada is accurate and complete, and Pazada shall not be liable to you, an Authorised User, a Proposed User or any other party with respect to inaccurate or incomplete Linking Data supplied by you.

6.3.3 You agree to (i) notify each Proposed User that by linking Proposed User's personal Active Account with your Corporate User Account for Pazada for Business that Pazada will provide you with detailed trip/ booking information for the rides or other bookings charged to your account, and (ii) to obtain any necessary consent from each Authorised User for Pazada to share detailed trip/booking information with you.

6.3.4 An Authorised User's personal account may be unlinked from your account and the Corporate Billing option at any time by unlinking the Authorised User through the Portal.

#### **6.4 Responsibility for User Account Activity**

You agree that (a) You are responsible for all User Charges incurred by Authorised Users on a then-current Authorised User list regardless of whether such User Charge was authorised between Authorised User and you and (b) User Charges may be subject to price changes at any time, including, without limitation, occasional increases during surge periods and other amounts as further described in the Terms of Use. Further, you agree that Pazada shall not be responsible for User Charges incurred by an Authorised User after you have attempted removal of such Authorised User from the Corporate Billing option to the extent you provide incomplete or inaccurate Authorised User removal information via the Portal. Finally, as between you and Pazada, you shall be responsible for the User Charges incurred due to fraudulent or other prohibited activity on the part of Authorised User's use of Corporate Billing for the Service. You shall notify Pazada promptly upon discovery of fraudulent or prohibited activity occurring under your account.

#### **6.5 Restrictions**

You agree to, and to cause all Authorised Users to, use the Service and Application solely as set forth in this Terms of Use. Pazada reserves the right to suspend participation in Corporate Billing to you and/or any Authorised Users for violations of these Terms of Use. In the event that an Authorised User's Active Account is suspended or terminated pursuant to these Terms of Use, such Authorised User's access to Corporate Billing shall also be suspended. Corporate User shall not, and shall not authorise others to, (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Service or Application, except to the extent allowed by applicable law, (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Service or Application to any unaffiliated third party, (c) upcharge, increase or otherwise modify the User Charges as calculated through the Application for any usage of the Service or (d) impose any additional fees or charges on an Authorised User related to use of the Service. Pazada reserves all rights not expressly granted to you or Authorised Users under these Terms of Use.

## **6.6 Account Administration**

### **6.6.1 Pazada for Business Portal**

You will be provided with access to the Portal. Pazada's primary contact with you shall be by way of your appointed administrator set forth on the account creation form associated with this Agreement ("**Company Admin**"). The Portal may enable you to (a) view a current list of all Proposed Users who have been invited, and Authorised Users who have been linked, (b) provide additional Linking Data to invite additional Proposed Users, (c) revoke any Authorised User's access to Corporate Billing (d) view relevant trip/booking information as determined by Pazada from time to time ("**Portal Data**") and prepare and review activity reports using Portal Data, (e) disable all current Authorised Users from using Corporate Billing methods, (f) manage and update the Authorised Users on file, (g) view current, appoint new, and remove Company Admins. You agree to use Portal Data solely for legitimate business purposes including, but not limited to, business expense processing, accounting, and budgeting purposes. Pazada reserves the right to add, remove and update features and functionality of the Pazada for Business Portal at any time without any notice to you.

### **6.6.2 Administration**

You may appoint additional Company Admins at your discretion, and Pazada will provide the necessary Portal login credentials to you. You agree to (a) maintain all Portal login credentials in confidence, (b) only permit the lead Company Admin and your other authorised company administrators to access the Portal, and (c) update all information of the lead Company Admin and other authorised administrators to ensure that it is current, accurate, and complete. You shall limit access to Portal Data to only those personnel who have a legitimate business need to access such Portal Data. You shall be responsible for all activities that occur under its Portal login credentials including keeping and maintaining an accurate list of current Authorised Users entitled to access Corporate Billing methods via the Portal. Pazada may review the current list of Authorised Users from time to time via the Portal to maintain and support the Application and Service and ensure compliance with the Terms of Use.

## **6.7 Fees and Payments**

### **6.7.1 Fees**



In consideration of the provision of the Solution and Platform provided by Pazada, including Corporate Billing, Pazada may charge a service or administration fee (the “**Fees**”) as determined by Pazada from time to time. You shall pay to Pazada all User Charges and the Fees on the terms set forth below.

#### 6.7.2 Payment Terms

Subject to terms and conditions determined by Pazada in its sole discretion, you will be able to access monthly reports (each, a “**Monthly Report**”) for User Charges incurred by Authorised Users utilising Corporate Billing during the preceding month (“**Monthly Billing**”). If you qualify for and elect to participate in Monthly Billing through the Portal, User Charges and Fees shall be billed to you monthly as set forth in the Monthly Report, and each such Monthly Report shall be payable in full by you within fifteen (15) days from the date of such Monthly Report.

If you have not enabled Corporate Billing and instead you have opted for a Reimbursement or corporate credit card method of payment Pazada shall charge the Authorised User for Fees at the end of each Authorised User’s trip/booking on a per trip/booking charge basis via the payment methods selected by the Authorised User.

#### Fees

All Fees shall be exclusive of Value Added Tax (VAT). VAT includes Goods and Services Tax (GST) and/or similar sales taxes. If VAT is chargeable on any Fees, you shall pay the VAT amount to Pazada when making payment of the Fees. Fees paid shall be paid free of any deduction for withholding tax (if applicable).

#### User Charges

Unless otherwise indicated on an Authorised User receipt, all payments made pursuant to this Terms of Use are exclusive of applicable taxes, and you agree to be responsible for the payment of any such taxes assessed on User Charges, including VAT. You agree to provide information that Pazada may reasonably request in order for Pazada to be able to comply with its tax reporting obligations including, but not limited to, your registered company name, billing address, tax number (where applicable) and any other evidence that Pazada may require that you are a business conducting an economic activity. If you are participating in Monthly Billing, the Monthly Report will indicate Fees in the currency applicable to the place of incorporation only. If you are not participating in Monthly Billing, all payments shall be processed in the local currency applicable to the geography of the Authorised User’s applicable ride. All payments are non-refundable unless otherwise stated.

For the purpose of clarity, all payments shall be made by you to the Pazada entity.

#### 6.8.3 Nonpayment

Pazada reserves the right to immediately suspend your account and suspend any or all Corporate Billing by all Authorised Users in the event of any unpaid User Charges and/or Fees by you due to past due Monthly Reports (as applicable), an invalid credit on your Corporate User account, or a rejected transaction. Pazada further reserves the right to pursue any and all remedies available to it under applicable law, including reporting you to applicable credit reporting agencies, in the event of any unpaid User Charges and/or Fees hereunder. Re-establishing your account after full payment of late

User Charges and/or Fees shall be at Pazada's sole discretion. All late payments shall bear interest at 3.5% per month or the maximum allowed by applicable law.

## **6.9 Term and Termination**

6.9.3 These terms shall apply from the date of your Corporate User Account creation and shall remain in effect until it is terminated.

6.9.4 Either you or Pazada may terminate this agreement with or without cause upon 30 days' advance written notice to the other party. All outstanding payment obligations and paragraphs 6.7 to 6.15 of this section shall survive such termination.

## **6.10 Warranties and Disclaimer of Liability**

6.10.3 You represent and warrant that (a) you have the full right, power and authority to enter to this Agreement, and that (b) your acceptance of these Terms of Use and performance of your obligations herein does not and will not violate any other agreement to which you are party to.

6.10.4 You further represent and warrant that: (a) you have all rights and permissions necessary to provide Pazada with the Linking Data and any other information provided to Pazada hereunder in connection with the Service and Corporate Billing; (b) you have obtained legally-adequate consent from Proposed Users and Authorised Users as necessary to provide Pazada with any personal data in connection with the Service and corporate payment methods including Corporate Billing, (c) you have notified, and obtained legally adequate consent from, Proposed Users and Authorised Users that Pazada will provide you with detailed trip/booking information for the rides or other bookings charged to your account, and (d) you are in compliance, and shall remain in compliance during the term of this Agreement, with all applicable local, city, state, federal, national, and international laws, rules and regulations relating to data protection, privacy, identity theft, data breach, consumer protection, and data security, and any applicable industry standards relating to privacy and data security.

6.10.5 OTHER THAN WITH RESPECT TO A BREACH OF CONFIDENTIALITY OR DATA PRIVACY , (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF BUSINESS OR PROFITS, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF PAZADA OR CORPORATE USER (OR THEIR AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING THE GREATER OF (I) TEN THOUSAND SINGAPORE DOLLARS (SGD10,000) (OR LOCAL CURRENCY EQUIVALENT THEREOF), AND (II) THE TOTAL FEES PAID OR PAYABLE BY YOU TO PAZADA HEREUNDER.

## **6.11 Proprietary Rights**

### **6.11.3 No Publicity**

Neither party may use or reference the other party's name, logo, trademarks or service marks in a press release or otherwise without the prior consent of such other party in each instance.

### **6.11.4 Ownership**

Pazada and its affiliate companies are and shall remain the owners of all right, title and interest in and to the Service, Application and Portal including any updates, enhancements and new versions thereof, and all related documentation and materials provided or available to you or any Proposed User or Authorised User in connection with these Terms of Use.

6.11.5 Pazada grants a limited, non-exclusive, non-transferable, revocable, royalty-free licence in the Philippines for the duration of your Corporate User Account, subject to the licence restrictions set out in clause 6.11.5 and the other terms in this Agreement, to use the Pazada Geo Data for the purposes of accessing and viewing of the Transaction Records for your internal business purposes.

For the purposes of this clause 6.11.5:

“Transaction Records” means the transaction records of Authorised Users who utilise Pazada’s Solutions and which Authorised Users shall be permitted to view, retain and retrieve, in such form as determined by Pazada in its sole discretion.

“Pazada POI Data” means any aggregated or point of interest data including but not limited to latitude, longitude, address and place name provided by Pazada to you relating to the Authorised User’s access of the Solutions.

6.11.6 You and Authorised Users shall:

- (a) not use the Pazada POI Data for any purpose not permitted under this Agreement or in any manner contrary to any law or regulation or any regulatory code, guidance or request; and
- (b) not extract, export, scrape, utilise, use, exploit, distribute, redistribute, disseminate, copy or store the Pazada POI Data or Transaction Records for any purpose not expressly permitted by this Agreement; and
- (c) at any time within 10 days of request from Pazada or upon the termination or expiry of this Agreement, destroy and purge from all its internal and backup systems any and all Pazada POI Data (including any extracts and copies thereof), save that Transaction Records may be retained solely for carrying out the purposes stated in this 6.11.5.

## **6.12 Force Majeure**

Non-performance of either party of any obligations hereunder shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, earthquakes, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party.

## **6.13 Assignment**

Notwithstanding anything contained in this Agreement, either party may assign this Agreement without the consent but with notice to the other party in connection with a merger or a sale of all of the equity or assets of said party. Subject to the foregoing, this Agreement shall be binding upon all successors and assigns of a party.

#### 6.14 Legal Fees

In any legal proceedings between the parties, the prevailing party shall be entitled to reasonable attorney fees and all costs of proceedings incurred in enforcing this agreement.

#### 6.15 Discrepancy

In case of discrepancy between these terms and the terms of a signed Business Order Form ("**BOF**"), the terms under BOF shall prevail.

### 7. PazadaMart

**7.1 Suppletory Application of PazadaFood Terms.** – The terms of PazadaFood on Item 1 in Additional Terms shall be suppletorily applicable to PazadaMart to the extent that it is not inconsistent with any of the provisions.

**7.2** The Application allows you to place orders for food, beverage, and goods from providers ("**PazadaMart Merchant**"), such orders to be delivered to you by independent third-party food delivery services providers ("**Delivery Service Providers**"). Pazada does not own, sell or resell any goods and does not control the PazadaMart Merchants, the Delivery Service Providers or any services provided by them. You understand that any order that you place shall be subject to the product availability and delivery location serviceability of the PazadaMart Merchants and/or the Delivery Service Providers.

**7.3 Restrictions on Purchases of Goods** – Pazada reserves the right to (a) require valid proof of legal age from any User seeking to purchase goods or products prohibited under applicable law or administrative rules and regulations to be purchased, used, or consumed by persons who are not of legal age, such as but not limited to alcohol products, tobacco products, or electronic cigarettes and related products ("**Restricted Goods**"); and (b) refuse to confirm, process, or continue any transaction involving the sale or offer for sale of such Restricted Goods if the User is unable to provide valid proof of legal age, or for any reason not prohibited under applicable law or administrative rules and regulations.

7.3.1. Persons placing an order for the Restricted Goods from any PazadaMart Merchant must be at least eighteen (18) years old for Alcoholic Beverages and tobacco, and twenty one (21) for electronic cigarettes ("**Age Requirement**"). Restricted Goods can only be sold and delivered to persons who comply with the relevant age requirement. By placing an order that includes Restricted Goods, you confirm that you are at least the age of the relevant age requirement. The Delivery Service Provider or the PazadaMart Merchant will have the right to refuse to deliver or provide any Restricted Goods to any person who at the time of delivery or collection of takeaway (i) does not appear to be compliant with the Age Requirement or (ii) cannot prove that he/she is compliant with the Age Requirement or (iii) is, or appears to be, under the influence of either alcohol or drugs at the time of delivery or collection of takeaway and in such an event you agree that Pazada, the Delivery Service Provider and or the PazadaFood Merchant shall not be liable to make any refund to you for payment already made by you.

**7.4. Representations, Warranties, and Limitation of Liability** – Unless otherwise stated, and to the maximum extent permitted by applicable law and administrative rules and regulations, and without prejudice to the other provisions of these Terms of Use, any claim against Pazada that you may have shall be limited to the amount actually paid by and/or due from you in using, accessing, or availing yourself of the services, features, or functions of the PazadaMart platform. Pazada or its licensors, or

their respective affiliates, officers, directors, members, employees, attorneys and agents, shall not be liable for any loss, damage, injury, or delay which may be incurred by or caused to you, including but not limited to loss, damage, injury or delay arising out of: (a) your use of or inability to use the PazadaMart service, platform or application and/or software; (b) your use or inability to use the PazadaMart service, platform, or application and/or software; (c) any reliance placed by you on the completeness, accuracy or existence of any advertising or promotional material; or (d) any relationship or transaction between you and any Third Party Provider, advertiser, or sponsor, as applicable, whose advertising or promotional material appears on the PazadaMart service, platform or application and/or software, even if Pazada and/or its licensors have been previously advised of the possibility of such damages. Pazada makes no representation or warranty with respect to the legal compliance, condition, quality, quantity, safety, or availability of the goods or services sold or offered for sale by Third Party Providers. The legal compliance, condition, quality, quantity, safety, or availability of the goods or services sold or offered for sale by Third Party Providers is entirely the responsibility of the relevant Third Party Provider. You agree that, in providing the PazadaMart service, platform or application and/or software, Pazada does not act as an agent or representative of any Third Party Provider, and therefore cannot be held liable for the acts, omissions, conduct, or practices of such Third Party Providers, unless expressly provided otherwise.

**7.5. Indemnification** – You shall indemnify and hold Pazada, its licensors and each such party's affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs and/or regulatory action) arising out of or in connection with: (a) your use of the PazadaMart service, platform or application and/or software in your dealings with the Third Party Providers or Users (as the case may be), advertisers and/or sponsors; (b) your violation or breach of any of the Terms of Use or any applicable law or regulation, whether or not referenced herein; (c) your violation of any rights of any third party, including Third Party Providers or Users arranged via the PazadaMart service, platform or application and/or software; (d) your use or misuse of the PazadaMart service, platform or application and/or software; (e) where applicable your ownership, use or operation of any Vehicle, including your provision of Solutions to Users via the Service where applicable; or (f) the provision by Third Party Providers, advertisers and/or sponsors of false, inaccurate, deceptive, fraudulent, or otherwise illegal information, including but not limited to (i) product, price or promotional information, (ii) service information, or (iii) other information required to be disclosed by applicable law and/or administrative rules and regulations

### **Point of Interest Contributions**

1. This section applies to Users' and Third Party Providers' submission of Point of Interest ("POI") locations to the map in the relevant Application.

2. **Submission requirements:** When submitting a POI, you are required to provide POI content such as the name, address and category of the POI. You may also provide additional POI content such as images of the POI and relevant additional details ("**POI Content**").

**3. Prohibited content:** You shall ensure that all POI Content submitted:

3.1 is not inaccurate, fake or spam;

3.2 is not defamatory, obscene, discriminatory, provocative, derogatory, harmful, offensive or otherwise objectionable;

3.3 does not contain irrelevant content such as political or personal opinions;

3.4 does not offer or promote the sale of any regulated or prohibited items or services, including but not limited to tobacco, drugs, gambling, weapons, medical services and adult services;

3.5 does not refer to, promote or depict sexually explicit content, abusive images and/or images of minors, violence, terrorism or any other harmful behaviour or illegal conduct;

3.6 does not contain personal/sensitive data or images of any person;

3.7 does not contain images of protected areas, publicly inaccessible locations or restricted areas, or areas where photography and filming are not permitted (e.g. immigration checkpoints, military compounds, interiors of private residences); and

3.8 is not copied or stolen, and does not infringe upon third party intellectual property rights.

**4 Acceptance, rejection or removal of POI:** Pazada may, at its sole discretion and at any time without notice to you:

4.1 accept or reject any POI Content submitted;

4.2 amend or redact any accepted POI or POI content; and

4.3 remove any POI or POI Content.

**5. Rewards:** Pazada may provide incentives or rewards for accepted POI Content submissions from time to time, as notified to you in the Application.

**6. License:** By submitting a POI,

6.1 you are solely responsible for your conduct and any data, text, information, names, images, graphics, photos, imagery and other content that you submit, post display on or via the Application. Pazada does not claim ownership of any POI Content that you post on or through the Application;

6.2 you have no obligation to provide any content to Pazada. However, if you choose to upload or share content, you represent and warrant that you have the requisite permissions to submit the POI and the POI Content;

6.3 you grant Pazada an irrevocable, worldwide, non-exclusive and royalty-free license to host, reproduce, distribute, communicate, publish, use, sub-license, modify and create derivative works based on the POI and POI content;

6.4 POI or POI Content that contains publicly-available factual information, such as the name of a business is not covered under the scope of this license; and

6.5 This license lasts for as long as your POI content is protected by intellectual property rights.

**7 Amendment or removal requests:** You may submit requests to amend or remove POIs or POI content through the Application. Pazada will assess on a case by case basis whether to accede to such requests at Pazada's sole discretion.

**8. Satellite street view images:** When submitting or viewing POIs in the Application, you may be able to view satellite street view images ("Satellite Images"). You acknowledge and agree that:

8.1 all right, title and interest in the Satellite Images, including all corrections, enhancements, modifications or intellectual property rights belong to Pazada's third party vendor(s) or such vendor's suppliers;

8.2 you shall not distribute, sublicense, rent, sell, lease, loan the Satellite Images to any third party, or otherwise use or reproduce the Satellite Images for any purpose not expressly permitted by Pazada, including any commercial purpose;

8.3 you shall not remove, bypass or circumvent any electronic or other protection on the Satellite Images;

8.4 you shall not download or save the Satellite Images onto any device;

8.5 you shall not alter, obscure or remove any copyright notice, copyright management information, trademark or proprietary legend contained in or on the Satellite Images;

8.6 all Satellite Images are provided "as is" without any warranty of any kind, including any warranty of fitness for purpose, non-infringement or non-misappropriation of intellectual property rights of a third party, accuracy, content or results; and

8.7 neither Pazada nor its vendor(s) shall be liable for any loss or damage of any nature howsoever arising out of or in relation to your access or use of the Satellite Images.