Tubo App Terms & Conditions

(End-Users)

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1. General Terms and Definitions

Welcome to the application provided by Tubo! These Terms and Conditions govern your access to and use of Tubo Application (the “Tubo App”). By accessing and using the Tubo App, you affirm that you are of legal age to enter into these Terms and Conditions, or, if you are not, that you have obtained parental or guardian consent to enter into these Terms and Conditions. If you violate or do not agree to these Terms and Conditions, then your access to and use of the Tubo App is unauthorized. Additional terms and conditions apply to some services offered on the Tubo Site (www.tubo.ph). Those terms and conditions can be found where the relevant service is offered on the Tubo Site and are incorporated into these Terms and Conditions by reference.

If you do not understand or do not wish to be bound by these Terms and Conditions, or the Privacy Notice, you cannot access or use any of Tubo’s Services. You further acknowledge that you have fully understood and agree to be governed by the rules and regulations of each of the Tubo Services you are availing.

These Terms and Conditions shall be effective, valid, and binding from the time of your download, activation, or use of the Tubo App, except for those terms and conditions that will survive and remain effective beyond your account’s termination as stated in these Terms and Conditions, pursuant to law or regulation, or whose operation necessarily requires survival after the termination.

Tubo reserves the right to amend these Terms and Conditions at any time without any prior notice. Any changes to these Terms and Conditions will be effective immediately upon posting on the Tubo App, with an updated effective date. By accessing or using the Tubo Services after any changes to these Terms and Conditions have been made effective, you signify your agreement on a prospective basis to the amended or revised Terms and Conditions. Kindly periodically visit the link in the Tubo App to these Terms and Conditions to ensure familiarity with the latest version thereof.

DEFINED TERMS (In the Terms and Conditions):

- **Tubo / We / Us:** Refers to Ventaja International Corp. (Philippines) ("VIC"), which provides the Tubo App and operates the HRIS, Timekeeping and Payroll Modules and related non-payment features. During the white-label period, the Tubo E-Wallet are operated by TraxionPay Inc. (herein after referred to as “E-Wallet Provider”). VIC is responsible only for the Services it operates, as further described in these Terms**.**

- **E-Wallet Provider:** Refers to E-Wallet Provider, a corporation duly registered in the Philippines and licensed by the Bangko Sentral ng Pilipinas (BSP) as an Electronic Money Issuer (EMI). During the white-label period, E-Wallet Provider operates and maintains the Tubo E-Wallet, issues the corresponding e-money, and holds user funds in compliance with BSP regulations. All e-money balances, redemptions, settlements, and related transactions are the responsibility of E-Wallet Provider

- **Tubo Entities:** Tubo, its affiliates, service providers, contractors, and their directors, officers, and employees.

- **Tubo Site:** All related functionality, services, and Content offered by or for Tubo on or through www.tubo.ph and the systems, servers, and networks used to make the Tubo Site available.

- **Tubo App:** The official Tubo App for iPhone and Android, that can be downloaded from the iTunes App Store or the Google Play Store

- **Subscriber:** The company, organization, or agency that creates and pays for an Enterprise Account to use Tubo Services.

- **Enterprise Account:** The account created by the Subscriber to manage its employees' use of the Tubo Services.

- **Individual Account / You / User:** An account created for an employee or worker under a Subscriber's Enterprise Account to access and use the Tubo App.

- **Parties and Roles. "**Subscriber" means the enterprise customer that contracts for access to the Tubo Services on Tubo Web. 'User' means an individual who accesses the Tubo App (e.g., an employee of a Subscriber). Ventaja International Corp. (Philippines) ("VIC") maintains and operates the Tubo Timekeeping Module, while the Tubo E-Wallet is operated by E-Wallet Provider, a BSP-licensed Electronic Money Issuer. E-Wallet Provider is the Personal Information Controller (PIC) for all E-Wallet Data. Ventaja acts only as a Personal Information Processor **(PIP)** providing technical integration and support for E-Wallet functions. For Timekeeping Data, the Subscriber is the Personal Information Controller (PIC) and Tubo acts only as Personal Information Processor (PIP). For E-Wallet Data, E-Wallet Provider is PIC. Timekeeping Data will not be used for E-Wallet marketing, and E-Wallet Data will not be used for HR/timekeeping, unless a separate lawful basis applies and (where required) you have given explicit consent.

- **Terms and Conditions:** Terms and Conditions and all other terms and policies posted by Tubo on the Tubo App (and any updates by Tubo to these Terms and Conditions and those terms and policies).

- **Documentation:** Any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Services or describing Service Plans, as applicable, provided or made available by Tubo to You.

- **Services:** The features and modules made available to you through the Tubo App, depending on the modules your employer (the Subscriber) has subscribed to, including timekeeping and related requests (such as leave and overtime), features of your employer's HRIS and Payroll Modules, the Tubo E-Wallet, and related modules. Services do not include the Tubo Wallet (Organization Wallet), which is available only to Subscribers.

- **Service Plan:** Packaged service plan(s) and the functionality and services associated therewith (as detailed on the Site applicable to the Service) for the Services.

- **Registration Form:** Generated registration form(s) executed or approved by You with respect to a Service within the app, which may detail, among other things, the number of Users authorized to use a Service applicable to Your account.

- **Subscription Charges:** No Subscription Fee for Users; Transaction-Based Fees. Access to the Timekeeping Module on the Tubo App is provided to Users at no monthly subscription charge. E-Wallet transactions may be subject to fees as set out in VIC's schedule of fees (e.g., cash-in/out, transfers, merchant payments, chargebacks). Merchants or payment partners may also charge convenience fees shown before you confirm a transaction.

- **End Subscription:** The conclusion of a Subscriber's or User's access to Tubo Services, whether by completion, non-payment, non-renewal, or discontinuance by either party, in accordance with these Terms and Conditions.

- **Tubo Wallet (Corporate Settlement Wallet).** A closed-loop, prepaid corporate settlement tool funded by the Subscriber to pay Subscription Charges and other authorized Tubo fees; not an end-User e-money wallet. Operated within the Tubo Web experience.

- **Tubo E-Wallet:** The stored-value/e-money/payment features for end-Users in the Tubo App, maintained and operated by E-Wallet Provider, a BSP-supervised Electronic Money Issuer, under a white-label arrangement with Ventaja. Ventaja provides the Tubo App interface but does not issue, hold, or manage e-money.

- **"EMI"**: Electronic Money Issuer supervised by the BSP. During the white-label period, all references to 'Electronic Money Issuer (EMI)' or 'E-Money' shall refer to E-Wallet Provider.

- **E-Wallet Data:** Personal information, sensitive personal information, and transaction/usage data collected for the purpose of E-Wallet onboarding, KYC, risk monitoring, and all E-Wallet transactions (including counterparties, amounts, timestamps, device and network identifiers, geolocation, and behavioral/anti-fraud signals).

- **Timekeeping Module:** The attendance/time-in/time-out and related workforce features of the Tubo App, maintained and operated by VIC.

- **Marketing Partners:** Third parties (affiliates, merchants, advertisers, analytics and audience providers) who may receive personal information only where you have given separate, opt-in consent for marketing.

- **Telco:** Participating mobile network selling prepaid airtime/load/bundles.

- **Biller:** Participating payee (utility, lender, government unit, etc.) that accepts electronic bill payments via Payment Partners.

- **Payment Partners**: Banks, switches, gateways, aggregators, and acquiring networks that route/settle payments to Telcos/Billers.

- **Purchasing and Payment History** — subset of E-Wallet Data: payees/billers/telcos/merchants, items/denominations, amounts, timestamps, locations, instruments, device/network identifiers, and related metadata arising from e-wallet use

A few other key terms used in these Terms and Conditions:

- **Content:**
    - Merchandise information, product descriptions, reviews, comments, messages, reviews, communications, feedback, submissions, suggestions, questions, and other information, data, content, and materials (including page headers, images, text, illustrations, formats, logos, hashtags, designs, icons, photographs, software programs, music clips or downloads, video clips, and written and other materials.)
    - Personal information, and sensitive personal information as defined in the Data Privacy Act of 2012, its Implementing Rules and Regulations, and applicable notices, rules, or circulars promulgated by the National Privacy Commission or other government office in the Philippines. Content pertaining to personal information and sensitive personal information shall likewise be governed by Tubo's Data Privacy Statement and Privacy Policy.
- **Make Available:** Post, transit, publish, upload, distribute, transmit, display, provide, or otherwise submit or make available (including through any part of the Tubo Sites administered by third-party social media platforms (e.g., Facebook or Instagram) that allow interaction with the Tubo Site through the tools offered by such social media platforms).
- **Materials:** Content that Tubo Entities make available on or through the Tubo Site.

UPDATES: We may update or modify these Terms and Conditions from time to time by notifying you of such changes by any reasonable means, including the posting a revised Terms and Conditions through the Tubo Site, and providing a linked page on the Tubo App. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms and Conditions incorporating such changes or otherwise notified you of such changes. By continuing to use or access the Tubo Site or the Tubo App after we post any changes, you accept the revised Terms and Conditions. We encourage you to visit this page regularly to ensure familiarity with the latest version of the Terms and Conditions.

2. Modular Services Precedence

The Services include the HRIS, Timekeeping, Leave, and Payroll Modules operated by VIC and (b) the Tubo E-Wallet operated by E-Wallet Provider under a white-label arrangement.

3. Access to the Services

A. Availability

Tubo will make the Services available to you pursuant to these Terms and Conditions and the applicable Registration Form(s) and Documentation in accordance with our Subscription Agreement for our services. Tubo will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except (a) during Planned Downtime (of which We will give advance notice via Our Site or to the Account owner); and (b) for any unavailability due to reasons beyond the control of Tubo, including, but not limited to, force majeure, action of governmental agencies or third parties, or change in legislation.

Tubo maintains an IT Risk Management, Business Continuity and Disaster Recovery program proportionate to our operations and tests key controls at least annually, consistent with BSP

Circulars 808 and 982.

B. Support

Tubo will, at no additional charge, provide applicable standard customer support for its Services. For E-Wallet issues, contact VIC via in-app support or the contact in “Notices.” For Timekeeping Module access/usability questions, contact VIC per the instructions provided by your employer.

C. Modifications

You acknowledge that Tubo may modify the features and functionality of the Services during the Subscription Term available. Tubo will notify you of such modifications by any reasonable means, including the posting of a notice, for any planned discontinuation of any primary feature or functionality.

D. Additional Services

Tubo is constantly improving its Services. Hence, you acknowledge that Tubo may add services to the Tubo App other than those described in Section 8 hereof. Additional services may be subject to updated Terms.

Tubo will provide a notice for applicable and/or amended Terms and Conditions prior to your access and use of any additional service. Your access and use of any additional service will be considered acceptance of the applicable and/or amended Terms and Conditions, subject to compliance to applicable laws.

4. Your Use of the Tubo App

A. Account Eligibility

You must be more than 18 years of age, if you are between 15 or 17 years old, your registration must be with either the consent of (1) an employer, or (2) a parent or legal guardian who shall remain the legal account owner until you reach the age of majority. E-Wallet features are available only to users 18 years or older, or to minors whose accounts are lawfully opened and controlled by a parent/legal guardian pursuant to applicable KYC rules

B. Content and Use

You certify that the Content you provide on or through the Tubo App is accurate and that the information you provide on or through the Tubo App is complete. You are solely responsible for maintaining the confidentiality and security of your account including Username and password. Tubo is not responsible for any losses arising out of the unauthorized use of your account. You agree that Tubo does not have any responsibility if you lose or share access to your account. Any agreement between you and the issuer of your payroll card, debit card, or other deposit accounts will continue to govern your use of such method of receiving your payroll on the Tubo App. You agree that Tubo is not a party to, nor privy to any such agreement, nor is Tubo responsible for the content, accuracy, or unavailability of any method used for payroll. Your account may be restricted or terminated for any reason, at our sole discretion. Except as otherwise provided by law or these Terms and Conditions, at any time without notice to you, we may (1) change, restrict access to, suspend, or discontinue the Tubo App or any portion of the Tubo App, and (2) charge, modify, or waive any fees required to use

any Services, functionality, or other content available through the Tubo App.

- In connection with the Tubo App, you will not:
    - Make available any Content through or in connection with the Tubo App that is or may be in violation of the content guidelines set forth in Section 4.B (Prohibited Content) below.
    - Make available through or in connection with the Tubo App any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment.
    - Use the Tubo App for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful.
    - Harvest or collect information about Users of the Tubo App.
    - Interfere with or disrupt the operation of the Tubo App or the systems, servers, or networks used to make the Tubo App available, including by hacking or defacing any portion of the Tubo App; or violate any requirement, procedure or policy of such servers or network.
    - Restrict or inhibit any other person from using the Tubo App.
    - Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute, or otherwise exploit any portion of (or any use of) the Tubo App except as expressly authorized in these Terms and Conditions, without Tubo's express prior written consent.
    - Reverse engineer, decompile, or disassemble any portion of the Tubo App, except where such restriction is expressly prohibited by applicable law.
    - Remove any copyright, trademark, or other proprietary rights notice from the Tubo App.
    - Frame or mirror any portion of the Tubo App, or otherwise incorporate any portion of the Tubo App into any product or service, unless you obtain Tubo's express prior written consent to do so.
    - Systematically download and store any Materials.
    - Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, scrape, data mine or otherwise gather any Materials, or reproduce or circumvent the navigational structure or presentation of the Tubo App, without Tubo's express prior written consent.
    - Cause injury to any person or entity.
    - Violate any law, rule, or regulation, or these Terms and Conditions.
    - You will not use the Tubo App or Tubo's name, logo, or brand to (1) send any unsolicited or unauthorized Content, including advertising, promotional materials,

email, junk mail, spam, or other form of solicitation; or (2) use any meta tags or other hidden text or metadata utilizing a Tubo trademark, logo, URL, or product name without Tubo's written consent;

- You will not attempt to do anything, or permit, encourage, assist, or allow any third party to do anything, prohibited in this Section, or attempt, permit, encourage, assist, or allow any other violation of these Terms and Conditions.

- Use of the App to facilitate money-laundering, terrorist financing, or sanctions evasion is prohibited; we may monitor and report suspicious activity pursuant to RA 9160."

C. Prohibited Content

You agree that you will not make available Content in connection with the Tubo App that:

- is false, fraudulent, inaccurate, or misleading;
- violates any local, state, federal, or international laws or is otherwise tortious;
- is protected by or would infringe on the rights of others (including Tubo), including any patent, copyright, trademark, trade secret, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner;
- is obscene, indecent, pornographic, or otherwise objectionable;
- is derogatory, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Tubo in its sole discretion;
- victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
- is violent or threatening, or promotes violence against, or actions that are threatening to, any individual or group;
- contains advertisements, solicitations, or spam links to other web sites or individuals, without prior written permission from Tubo;
- contains or relates to chain letters or pyramid schemes;
- impersonates another business, person, or entity, including Tubo, its related entities, employees, and agents;
- violates any policy posted on the Tubo Site; or
- is intended to cause harm, damage, disable, or otherwise interfere with the Tubo Site or our partners.

5. Your Tubo Individual Account

The functions of the Tubo App and its Services require the creation of an account with Tubo. As part of the registration process, you will provide a Philippine phone number, set up a password, and provide information, such as, but not limited to, your complete name, email address, present and/or permanent address, date of birth, nationality, employment data, bank details, photo of yourself, and signature, which must be accurate and updated. You may not select or use a Username of another person with the intent of impersonating him or use a Username of which another person has rights without such person's authorization. We may also verify your registration information through a third-party verification partner/service provider, as we may deem necessary. In some cases, we may also ask you to provide additional details or information that can aid in verifying your identity.

You authorize E-Wallet Provider, as the BSP-licensed Electronic Money Issuer operating the Tubo E-Wallet, to verify your identity and conduct sanctions screening and ongoing monitoring through its accredited third-party KYC and compliance service providers. We retain KYC and transaction records for at least five (5) years from the date of transaction or account closure, as applicable.

You agree to take reasonable measures to protect the security of the Password that you use to access the Tubo App and its Services and agree not to disclose the same to third parties. Tubo may, from time to time, require or provide additional security features such as Passkey or Multi-Factor Authentication (MFA), and you agree to comply with such requirements when applicable. We may require multi-factor authentication and device binding for high-risk actions per BSP information security guidance. You are responsible for any activity in your account, whether or not you authorized the same. You shall immediately notify Tubo of any known or suspected unauthorized use of your account, or any known suspected breach of security, including loss, theft, or unauthorized disclosure of your password or any other relevant registration details provided.

You agree to provide all necessary information and render all reasonable assistance and cooperation that we may require in order to complete the verification process. The information you provide will be used to determine if you are eligible to use the Tubo App and its Services. Tubo reserves the right to suspend, deactivate, or limit your access to your Tubo account in the event that Tubo is unable to obtain or verify your information or for any reason whatsoever. Tubo shall process your personal

data in accordance with the requirements of the Data Privacy Act of 2012, its implementing rules and regulations, the applicable issuances of the National Privacy Commission (NPC), and Tubo's Data Privacy Statement, and Privacy Notice.

You are responsible for providing accurate registration information, keeping your registration information up to date, and notifying Tubo in the event of any changes to the same. In addition, as new or certain Tubo Services may become available or be offered only on a select or promotional basis, supplementary information may be required from your end in order to enable or avail of the pertinent Tubo Services.

Acceptance of these Terms and Conditions signify that you are setting up your Tubo Account that is associated with your e-mail address.

Failure to comply with the above shall constitute a breach of this Agreement, which may result in the immediate termination of your account.

6. Monitoring by Tubo

Tubo will have the right (but not the obligation), in our sole discretion, to monitor, evaluate, and analyze Content, and any use of and access to the Tubo App, including to determine compliance with these Terms and Conditions and any other operating rules that may be established by Tubo from time to time. Tubo will also have the right (but not the obligation), in our sole discretion, to edit, move, delete, or refuse to make available any Content made available through the Tubo App, for any reason, including violation of these Terms and Conditions, whether for legal or other reasons. We process account and transaction data for fraud monitoring, security, and regulatory compliance under our legal obligations and legitimate interests. We maintain tamper-evident audit trails and transaction logs for at least five
(5) years, or longer if required by law. Despite this right of ours, you are solely responsible for any Content you make available, and you agree to indemnify Tubo for all claims resulting from any Content you make available and Tubo assumes no responsibility or liability arising from the content of the Tubo App in general or for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in the same.

7. Materials Available on the Tubo App

Tubo and its third-party providers may make available various Materials. The Materials are for educational and informational purposes only, and errors may appear from time to time. Before you act in reliance on any Materials, you should confirm any facts that are important to your decision. Tubo makes no warranty as to the reliability, accuracy, timeliness, usefulness, or completeness of any Materials. If you find an error or notice something that does not look quite right on the Tubo App, we would appreciate it if you let us know by contacting us. (Your feedback is a big part of what helps Tubo to get better at helping you!)

8. Services

The Tubo App shall offer, but will not be limited to, the following Services:

A. Timekeeping – Available. The timekeeping module embedded within the Tubo App is designed to work with the User's phone and the phone's internal GPS. Phones not equipped with internet connectivity or do not have GPS cannot use the Tubo App.

Another limitation is how the phone's GPS records the User's location. Certain phone models have a difficult time pinpointing the User's exact location when the User is elevated, i.e. far from ground level. We therefore recommend that time in/out locations be set as close to ground level as possible. For example, if your office is on the 20th floor of a building, then we recommend setting the office location at the entrance of the building instead.

Location collection for timekeeping is controlled by the Subscriber as PIC and must be disclosed to employees per the DPA. The Subscriber must configure retention consistent with data-minimization.

B. Payroll Management – Available

C. Leave Management – Available

D. Tubo E-Wallet – Available

E. Service Operators

You acknowledge and agree that:

- The Tubo E-Wallet is issued and operated by E-Wallet Provider, a BSP-licensed EMI. Ventaja provides only the front-end platform and acts as marketing/distribution partner. E-money is not issued or held by Ventaja.

If you access the Timekeeping Module through your employer (the Subscriber), your access is contingent on the Subscriber's active subscription and policies. Tubo provides the tools your employer uses to manage timekeeping, leaves and payroll. Your employer configures and approves your pay, deductions and benefits, and your employment terms remain solely between you and your employer.

In addition, access to the Timekeeping Module on the Tubo App is provided to Users at no monthly subscription charge. E-wallet transactions may be subject to fees per VIC's posted schedule and any partner convenience fees shown before confirmation.

F. Third Party Services

References on Tubo App to any names, marks, products, or services of third parties, or links to third-party sites or information, are not an endorsement, sponsorship, or recommendation of the third party or its information, products, or services. Tubo is not responsible for the content of any third-party linked site or any link contained in a linked site, including any third-party social media or mobile app platform with which the Tubo App operates or otherwise interacts, nor is Tubo responsible for the acts or omissions of any operator of any such site or platform. Your use of any such third-party site or platform is at your own risk, and will be governed by such third party's terms and policies (including its privacy policy).

G. ATM Card Activation. The Tubo App may provide a feature enabling you to activate an automated teller machine ("ATM") card issued, maintained, and operated exclusively by Union Bank of the Philippines ("UnionBank"). You expressly acknowledge and agree that Tubo is not connected to, affiliated with, nor an issuer, manager, or operator of the ATM card, and Tubo assumes no liability or responsibility for its issuance, activation, maintenance, operation, security, or related banking services. The issuance, maintenance, operation, and use of the ATM card are governed strictly and exclusively by the separate terms and conditions, cardholder agreements, and policies issued by UnionBank. Any disputes, inquiries, chargebacks, card capture, or complaints arising out of or in connection with the ATM card must be directed solely and directly to UnionBank.

9. Term

H. Subscription Term

Unless the Enterprise Account and subscription to a Service is terminated in accordance with these Terms and Conditions or unless otherwise provided for in a Registration Form, the subscription to a Service will renew for a Subscription Term of one (1) calendar month.

I. Export of Information

If the Subscriber's subscription is terminated or suspended, or your association with the Subscriber ends, your access to the Timekeeping and Leave Modules and other features provided through your employer's subscription will cease. Your Tubo E-Wallet, operated by E-Wallet Provider, is not affected and remains subject to these Terms and the applicable E-Wallet

terms.

For thirty (30) days after the effective date of termination or expiration of this agreement, upon Your request, We will make Your information available to You for export or download as provided in the Documentation. Thereafter, We will have no obligation to maintain or provide any information, and, as provided in the Documentation, We will, unless prohibited by law or legal order, delete Your information in Our Services in accordance with our Privacy Policy.

10. Bills and Payment

The third party that creates an Enterprise Account and initiates the creation of Your Account or links to Your Account is responsible for paying the cost of the subscription to Tubo. If this third party stops paying for the subscription, then your subscription will expire at the end of the Subscription Term.

- **Timekeeping Module Subscription.** Monthly subscription fees for the Timekeeping Module are billed and collected by VIC from the Subscriber, in accordance with the then-current Service Plan and Pricing published on the Site or agreed in writing.
- **E-Wallet Fees.** E-Wallet fees, charges, and adjustments (including cash-in/out, transfers, merchant payments, chargebacks, and other payment-related fees) are charged, collected, or settled by E-Wallet Provider under the applicable E-Wallet schedule of fees.
- **Taxes and Receipts.** VIC will issue the appropriate official receipt/tax documentation solely for the amounts it bills and collects."

11. Tubo Corporate Settlement Wallet (Subscribers)

The Tubo Wallet (Corporate Settlement Wallet) is a prepaid settlement tool available only to Subscribers. As an end-User you have no right, title, or interest in the Wallet. You cannot fund, transfer, or withdraw from the Wallet. The wallet is not a deposit account. It does not earn interest and is not insured by the Philippine Deposit Insurance Corporation (PDIC). All e-money value is issued in accordance with BSP regulations and is valid only for payments and transfers within Tubo's accredited channels.

Tubo is not liable to you for any Wallet transactions, including suspensions caused by your Subscriber's failure to maintain sufficient Wallet balance. For more information, Subscribers should refer to the Tubo Website Terms and Conditions.

12. Tubo E-Wallet (End-Users)

The Tubo E-Wallet is operated by E-Wallet Provider Inc., a BSP-licensed Electronic Money Issuer, under a white-label arrangement with Ventaja International Corp. E-Wallet Provider performs onboarding, KYC, fund safeguarding, and settlement in compliance with BSP rules. Ventaja provides only the Tubo App interface and does not issue or hold e-money.

E-Wallet Provider, a BSP-supervised Electronic Money Issuer, issues the Tubo E-Money stored in your Tubo E-Wallet: (a) is redeemable at par; (b) does not earn interest; (c) is not a deposit and is not insured by PDIC; and (d) is fully backed by liquid assets equal to outstanding e-money. We maintain complete, accurate e-money records and perform daily reconciliation.

Subject to availability, the Tubo App allows the User to initiate (i) prepaid mobile airtime/load ('e-load') purchases from Telcos and (ii) bills payment to Billers through Payment Partners. These are Third-Party Services. Tubo does not provide, own, control, or guarantee the underlying telco/biller service; Tubo's role is limited to facilitating payment transmission to the Telco/Biller via Payment Partners.

- **Provider of Record.** For e-load and bills payment, the Telco/Biller is the provider of the service. Once a transaction is confirmed and funds are sent to the Telco/Biller or its partner, it is final. Posting/crediting is controlled by the Telco/Biller and may be delayed due to cut-off times or maintenance.

- **Input Accuracy.** You are responsible for entering the correct mobile number, account/reference, and amount. Tubo/VIC is not required to recover or reverse payments already transmitted.

- **Refunds & Disputes.** Service issues (e.g., load not working, billing disputes) must be resolved with the Telco/Biller. If funds did not reach the Telco/Biller or were rejected, **Tubo/E-Wallet Provider** will refund the actual amount received (less unrecoverable charges). Otherwise, refunds follow the Telco/Biller's policy.

- **Availability.** Access to these services depends on Payment Partners and Telcos/Billers being online. Partners, fees, denominations, and limits may change or be suspended without notice.

- **Third-Party Terms & No Agency.** Telcos/Billers may require their own terms. Tubo is not their agent and no partnership is created.

- **No Warranties; Liability Cap.** Tubo/VIC provide no warranties for e-load or bills payment. Liability is limited to the amount actually received for a failed transaction that was not transmitted to the Telco/Biller (minus unrecoverable charges).

- **Fees & Taxes.** Telcos/Billers or partners may impose fees, limits, or taxes shown at checkout. Tubo/VIC may also charge fees as posted and may deduct them from the loaded/paid amount.

You may fund or withdraw from your Tubo Wallet only through Instapay and Pesonet. Tubo shall not be liable for errors or losses from transactions performed through non-accredited channels. Tubo may provide scheduled or recurring payments for bills, loans, and fund transfers. You authorize Tubo to automatically debit your wallet for such

transactions, provided there are sufficient funds on the scheduled date. Applicable fees will be displayed before confirmation and may be updated with prior notice. All financial consumer rights and remedies under Republic Act No. 11765 (Financial Consumer Protection Act) with respect to the Tubo E-Wallet shall be directed to E-Wallet Provider, the licensed EMI.

13. Intellectual Property

The Tubo App and all content, including designs, trademarks, trade dress, and other Intellectual Property Rights contained therein (collectively, the "IP"), are owned or controlled by, or licensed to, Tubo, and are protected by trademark, copyright, and other intellectual property laws. The Tubo App and its content are licensed (not sold) to end users. Subject to your compliance with these Terms and Conditions, and solely for so long as you are permitted by Tubo to use the Tubo App, you may install and use the Tubo App on a mobile device that you own or control, and you may access, view, and use the content for your personal, non-commercial use only; provided, however, that you (1) retain all copyright, trademark, and other proprietary notices contained in the content; (2) do not modify, alter, or create derivative works from the content; and (3) do not share, provide, or make the content available to any third party in a commercial manner.

If you fail to comply with these Terms and Conditions, you must immediately cease using the Tubo App and uninstall or delete it from your device. No license, right, title, or interest in the Tubo App or its content is transferred to you as a result of your installation, access, or use. You may not reproduce (except as expressly permitted above), publish, transmit, distribute, display, modify, sell, or exploit in any way, in whole or in part, the Tubo App or its content. The Tubo App may only be used as a personal resource, and any other use is strictly prohibited. The compilation, meaning the collection, arrangement, and assembly of the Tubo App and its content, is the exclusive property of Tubo and is likewise protected by law.

Tubo names and logos, together with all other graphics, icons, scripts, and service names appearing within the Tubo App, are trademarks of Tubo in the Philippines and other countries.

14. Privacy

Your employer (the Subscriber) is the Personal Information Controller (PIC) for Timekeeping Data, and VIC processes it as Personal Information Processor (PIP) under the Subscriber's instructions. E-Wallet Provider is the PIC for E-Wallet Data. Change "VIC's control" to "E-Wallet Provider's control" and "VIC (as PIC for E-Wallet Data)" to "E-Wallet Provider (as PIC for E-Wallet Data)."

- **Data Segregation.** Timekeeping Data (processed under the Subscriber's control) and E-Wallet Data (processed under VIC's control) are maintained and used separately. Timekeeping Data will not be used for E-Wallet marketing, and E-Wallet Data will not be used for HR/timekeeping decisions, unless a lawful basis expressly permits and (where required) you have provided separate, explicit consent.
- **Employee Transparency.** As PIC for Timekeeping Data, the Subscriber is responsible for providing data-processing notices to its Users/employees, managing data subject requests, and configuring the Service to uphold the Subscriber's data-minimization and retention policies.
- Security Incidents (Data Breach Notices). Each party will notify the other without undue delay after confirming a personal data breach affecting data it controls for the relevant module, including details needed for regulatory notifications/mitigation. Subscriber (as PIC for

Timekeeping Data) is responsible for Timekeeping notices; VIC (as PIC for E-Wallet Data) is responsible for E-Wallet notices. The PIC shall notify the National Privacy Commission and affected data subjects within 72 hours from knowledge of a personal data breach, where notification is required, and provide follow-ups as prescribed. Cross-border processing will be subject to appropriate safeguards consistent with DPA/NPC issuance

15. Personal Information Processing Consent – Role Allocation

A. **Timekeeping Module.** For the Tubo E-Wallet, E-Wallet Provider is the Personal Information Controller (PIC) for all E-Wallet Data during the white-label period. VIC acts only as a Personal Information Processor (PIP) providing technical integration, and shall not use or access such data except as necessary to provide support. For the Timekeeping Module, the Subscriber is PIC; VIC may act as PIP only as necessary under the Subscriber's instructions.

1. **Scope.** As part of E-Wallet Data, Purchasing and Payment History is collected and processed by E-Wallet Provider as Personal Information Controller to operate and enhance the Tubo E-Wallet. T processes E-Wallet Data on lawful bases: (i) performance of contract (account opening and transactions); (ii) legal obligation (AMLA/CTF, regulatory reporting); (iii) legitimate interests (fraud/risk/security); and (iv) separate, opt-in consent for marketing.

2. **Lawful Bases. E-Wallet Provider,** processes this data based on: (a) your consent; (b) performance of a contract (e-wallet and transaction processing); (c) compliance with legal obligations (AML/CTF, fraud/risk); and (d) legitimate interests (service integrity, security, product improvement), as permitted by the DPA and IRR.

3. **Necessary Third-Party Sharing (no extra opt-in).** You authorize VIC to share E-Wallet Data with: (a) VIC affiliates and service providers; (b) partner banks, card/payment networks, cash-in/out agents, gateways and payment facilitators; (c) identity/KYC, sanctions, fraud-risk and credit-reference providers; (d) auditors, legal and tax advisors; and (e) government/regulatory/law-enforcement authorities, to the extent necessary to operate the e-wallet, process transactions, manage risk, and comply with law.

4. **Marketing Partners (separate opt-in).** With your separate, explicit marketing opt-in collected in-app, VIC may use and share limited E-Wallet Data with Marketing Partners for personalized offers and co-marketing. You may withdraw marketing consent at any time in the App; withdrawal does not affect prior lawful processing.

5. **Any-Purpose Use (optional explicit opt-In).** With your separate, explicit opt-in (not required to use the E-Wallet), you authorize VIC to use your Purchasing and Payment History for any purposes VIC determines, including but not limited to analytics, audience creation, product development, cross-context advertising, and sharing with third parties for their own purposes.

6. **Cross-Border Transfers.** You consent to cross-border transfers of E-Wallet Data (e.g.,

to Singapore and other jurisdictions where VIC or its providers are located). VIC will implement appropriate organizational, physical, and technical safeguards consistent with the DPA and NPC issuances.

7. **Retention.** VIC will retain E-Wallet Data only for as long as necessary to fulfill the purposes above and as required by applicable law/regulatory retention (including AML record-keeping). We retain transaction records and KYC files for at least five (5) years from the transaction or account closure, and longer if required by regulators.

8. **Aggregated/De-Identified Use (any purpose).** VIC may create and use aggregated or de-identified datasets derived from E-Wallet Data and Purchasing and Payment History. VIC may use and share such aggregated or de-identified data for any purpose (including analytics, service improvement, research, and commercial purposes), provided that it does not reasonably identify you.

9. **Your Rights.** You may exercise your DPA rights (access, correction, deletion where applicable, data portability, objection, and withdrawal of consent) by contacting VIC's Data Protection Officer (see Section 30). Certain requests may affect VIC's ability to provide the E-Wallet or may be restricted by law (e.g., AML record retention)

10. **Independent Controller.** For E-Wallet Data, VIC acts as an independent PIC; any separate processing by the Subscriber (your employer) for HR/timekeeping remains under the Subscriber's control as PIC and is outside VIC's control.

B. **Tubo E-Wallet.** For the Tubo E-Wallet, VIC is the Personal Information Controller (PIC) for all E-Wallet Data. It may also act as PIP for limited support (hosting/analytics/support) per VIC's instructions.

C. **Separate Records.** Timekeeping Data is not used for e-wallet marketing; E-Wallet Data is not used for HR/timekeeping decisions, unless a lawful basis expressly permits and (where required) separate, explicit consent is obtained.

16. Disclaimer of Warranties

The Tubo App, and all content, materials, products, services, functionality, and other items included on or otherwise made available to you through the Tubo App, is provided by Tubo on an As Is and As Available basis. No Tubo Entity makes any representation or warranties of any kind, express or implied, as to the operation of the Tubo App or the content, materials, product, services, functionality, or other items included on or otherwise made available to you through the Tubo App.

Without limiting the generality of the foregoing, Tubo makes no warranty: (1) on the quality or accuracy of transactional data or information received or transmitted using the Tubo App; (2) on any service availed of using the Tubo App; (3) that the Tubo services will be uninterrupted or error-free; or

(4) that any particular outcome or information will be obtained.

To the fullest extent permissible by applicable law, the Tubo entities disclaim all warranties, express or implied including implied warranties of merchantability and fitness for a particular purpose. You Acknowledge that, to the fullest extent provided by applicable law, your use of the Tubo App is at your sole risk. This Section does not limit the terms of service offered by a third-party provider of a service made available by Tubo to you through the Tubo App. This disclaimer constitutes an essential part of these Terms and Conditions. To the fullest extent permitted by applicable law, you assume full responsibility for your use of the Tubo App and agree that any information you send or

receive during your use of the Tubo App may not be secured and may be intercepted or otherwise accessed by unauthorized parties. You agree that, to the fullest extent permitted by applicable law, no Tubo entity is responsible for any loss or damage to your property or data that results from any materials you access or download from the Tubo App.

17. Limitation of Liability

Tubo is not liable for any claims, including but not limited to claims arising from, in connection with, or as a result of any or all of the following:

1. Any unauthorized use without intentional fault or gross negligence of Tubo;

2. If the User is unable to perform or complete any transaction due to service unavailability of Tubo's Site, Tubo's App, the User's phone, SIM, GPS or internet provider;

3. Any delay, interruption, or termination of the Tubo transaction due to reasons beyond the control of Tubo; including force majeure, action of governmental agencies or third parties, or change in legislation; and/or

4. Any misrepresentation, fraud, or misconduct by any third party.

Since You do not pay Subscription Charges, any claim by You is limited as provided in this Section and by applicable law. Tubo's liability for any claim shall in no case exceed the actual amount of damages proven in court or One Thousand Pesos (P1,000), whichever is lower.

Tubo may impose limits on wallet balance, transaction amounts, and number of accounts or devices per user, in compliance with regulatory requirements and risk controls. If your Tubo Wallet balance becomes negative (overdraft), Tubo reserves the right to recover the amount by debiting future cash-ins.

18. Notice of Data Practices

A. Cookies

Whenever You interact with Our Services, we automatically receive and record information on Our server logs from the browser or device, which may include IP address, "cookie" information, and the type of browser and/or device being used to access the Services. When We collect this information, We only use this data to provide the Services or in aggregate form, and not in a manner that would identify Users personally.

Tubo uses cookies and similar technologies to help operate, improve, and secure the Tubo App. Cookies are small text files stored on your device that allow Tubo to recognize you, remember your preferences, and understand how you interact with the App.

1. **Enable core functionality** – to maintain secure sessions, keep you logged in, and support payment or verification features;

2. **Improve performance** – to measure usage patterns and enhance system reliability;

3. **Provide personalization** – to remember your language, settings, or previous activities within the App; and

- **Support analytics and security** – to detect fraud, prevent misuse, and help Tubo comply with regulatory requirements.

You may manage or disable non-essential cookies through your device or in-App settings. Essential cookies—those required for security, authentication, and basic functionality—cannot be fully disabled because they are necessary for the App to operate safely and effectively. Tubo ensures that any choice to opt out of optional cookies will not unfairly degrade or deny access to the App's core services.

B. Communicating With You

We may communicate with You and send You product announcements and promotional offers or contact You about the Services based on Our legitimate interest under applicable laws to offer information about the Services. If You do not want to receive communications from Us, please use the unsubscribe option found in all such emails or indicate this preference by sending an email to **csupport@tubo.ph** and provide us with the name and email address of each User that no longer wishes to receive these communications. You will continue to receive transactional messages that are required for Tubo to provide the Services to You (e.g. product usage notifications).

C. Promoting the Services

We may share aggregated and/or anonymized information regarding Your use of the Services with third parties for marketing purposes based on Our legitimate interest under applicable laws to develop and promote Service(s). We never disclose aggregated and/or anonymized information to a third party in a manner that would identify You as the source of the information.

D. Data Sharing and Survival

For the avoidance of doubt, You hereby acknowledge and agree that the members of Tubo may share with each other any and all information relating to the User for any legitimate business purpose including, but not limited to, fraud and risk management, sales and marketing activities, product and system development and innovation, customer experience management and improvement, and market research.

The foregoing consents and authorizations shall continue for the duration of, and shall survive the termination of, this Agreement, or any other transactions, dealings, arrangements, and accounts which you may have with, or avail from, Tubo. For E-Wallet Data, VIC acts as PIC and sharing follows Section
16.A of these Terms.

19. Compliance with Applicable Laws

You must comply with all applicable laws regarding the proper use of Tubo App connected to the internet. Your unauthorized use of Tubo or unauthorized, improper or fraudulent use of your account shall subject you or any Third-Party to a claim for damages, and/or criminal liability in accordance with applicable laws, including but not limited to the following provisions of law:

- Hacking or cracking or interference in a computer system/server information and communication system; or any access in order to corrupt, alter, steal, or destroy using a computer or other similar information and communication devices without the knowledge and consent of the owner of the computer or information and communication system, including the introduction of computer viruses and the like resulting in the corruption,

destruction, alteration, theft or loss of electronic data messages or electronic documents shall be punished by a minimum fine of One Hundred Thousand pesos (Php 100,000.00). and a maximum commensurate to the damage incurred and a mandatory imprisonment of six (6) months to three (3) years. (Section 33(a) of the Philippine Electronic Commerce Act).

- Piracy or the unauthorized copying, reproduction, dissemination or distribution, importation, use, removal, alteration, substitution, modification, storage, uploading, downloading, communication, making available to the public or broadcasting of protected material, electronic signature or copyrighted works including legally protected sound recording or phonograms or information material on protected works, through the use of telecommunication networks, such as, but not limited, to the internet, in a manner that infringes intellectual property rights shall be punished by a minimum fine of One Hundred Thousand Pesos (Php 100,000.00) and a maximum commensurate to the damage incurred and a mandatory imprisonment of six (6) months to three (3) years. Section 33(b) of the Philippine Electronic Commerce Act).
- Tubo reserves the right to investigate complaints or reported violations of these Terms and Conditions and to take appropriate actions against those found to be in violation. You must timely inform Tubo of any knowledge of improper or illegal use of Tubo or your Tubo Account.

20. Indemnification

You agree to defend (at Tubo's option), indemnify, and hold the Tubo Entities harmless from and against any and all liabilities, claims, damages, costs, and expenses, including attorney's fees and costs, arising from or related to your misuse of the Tubo App or any breach by you of these Terms and Conditions. Tubo reserves the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with Tubo if and as requested by Tubo in the defense and settlement of such matter.

You agree to indemnify and hold Ventaja International Corp. harmless from any claims, disputes, or damages relating to e-money issuance, transaction settlement, or other operations managed by E-Wallet Provider

21. Disputes and Applicable Law

All disputes under these Terms shall be governed by Philippine law and filed exclusively in the proper courts of Pasig City, Philippines.

The Parties shall first endeavor to resolve disputes through good-faith negotiations. Disputes will first be raised to Tubo's FCPAM. If unresolved, financial consumers may elevate to BSP-CAM (BOB chatbot) for mediation/adjudication under Circular 1169. If unresolved, disputes shall be submitted to mediation and/or arbitration in accordance with Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) in the Philippines, unless otherwise required by applicable law.

22. Suspension or Deactivation

You acknowledge that, in the following cases, Tubo has the right to deactivate your account with or without prior notice depending on the ground for deactivation:

1. the information and documents provided by the User to Tubo, including those required for registration, is/are fictitious, false, or forged;

2. the account is being used for fraudulent/suspicious transactions or unlawful activities or by an unauthorized person;

3. The Tubo account is dormant. For the avoidance of doubt, the Tubo account is considered dormant if it has no activity for at least six (6) months from the date of the last renewal of the subscription activity; or

4. when the deactivation is pursuant to an order of the governmental agency, court, law, or regulation.

5. Fund Details
   A. Funds During Suspension. During suspension, your account and related services may be temporarily disabled, but any remaining Tubo E-Wallet balance shall remain intact and accessible upon successful verification and reinstatement. No transactions may be made while the account is suspended.

   B. Deactivation and Closure. If your account is deactivated or closed, you will be notified through your registered contact details and may withdraw or transfer your remaining balance to another verified Tubo account or an accredited cash-out channel, subject to applicable fees and verification. Unclaimed balances will be held and handled in accordance with BSP regulations. (Replace dormancy test with E-Wallet-appropriate wording; Legal to confirm.)

The User shall hold Tubo free and harmless from any Claims arising from this section unless such Claims are proven to be due to the fault or gross negligence of Tubo.

23. Consent

Consent given by the User to a subsidiary or affiliate of Tubo for any of Tubo's Services involving the use, processing, and/or disclosure of the User's Tubo Account information shall be deemed to be consent given to Tubo. Consent must be specific to the purpose and the PIC/recipient. We will seek separate, explicit consent before using or sharing personal data for any new purpose or with any affiliate acting as independent PIC.

24. General

These Terms and Conditions represent the complete agreement and understanding between you and Tubo and supersede all prior agreements and representations between the parties with respect to the subject matter of these Terms and Conditions. These Terms and Conditions do not, and shall not, be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Tubo. Headings used in these Terms and Conditions are for reference purposes only and in no way define or limit the scope of the section. If any provision of these Terms and Conditions is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable and the other terms of these Terms and Conditions will remain in full force and effect. The failure of Tubo to act with

respect to a breach of these Terms and Conditions by you or others does not constitute a waiver and will not limit Tubo's rights with respect to such breach or any subsequent breaches. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms and Conditions without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms and Conditions without restriction. Any use of the term including or variations thereof in these Terms and Conditions shall be construed as if followed by the phrase without limitation.

25. Notices

Notices to you (including notices of changes to these Terms and Conditions) may be made via posting to the Tubo App or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form

26. Confidentiality

The User shall keep the terms of this Agreement strictly confidential and shall not disclose any of the terms herein to any third party without the consent of Tubo, except in case any disclosure is required by any applicable law or order of any regulatory authority.

27. Good Faith

You shall perform all such acts, undertakings and obligations imposed on them under these Terms and Conditions in good faith, execute and deliver such other documents, instruments, or agreements as may be necessary in order to give effect to the intent underlying these Terms and Conditions or to fully implement or consummate the transactions contemplated hereunder, and will not willfully take or omit to take any action which would frustrate the spirit and intent underlying these Terms and Conditions.

28. Separability

If any one or more of the provisions of these Terms and Conditions or any document that may be executed in connection therewith shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein or in any other related document shall not in any way be affected or impaired and shall remain in full force and effect.

29. How to Contact Us

For all Tubo Timekeeping and E-Wallet Matters (PIC: VIC): Ventaja International Corp. (Philippines), Attn: Data Protection Officer, 2407 One San Miguel Office Condominium, San Miguel Ave. Ortigas Center, Pasig City, Philippines; mlondon@payremit.com

For E-Wallet-related concerns (including e-money balances, redemptions, or transaction disputes), please contact the E-Wallet Provider through its Consumer Assistance channels as indicated within the Tubo App or on its official website