Tubo Website Terms & Conditions
(Subscribers)

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1. General Terms and Definitions

Welcome to Tubo! These Terms and Conditions govern your access to and use of Tubo website (the "Tubo Site"). By accessing and using the Tubo Site, 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 Site is unauthorized.

If you are accessing or using the Services on behalf of a business (a "Subscriber"), you represent that you are authorized to bind that entity, and these Terms apply to the entity and its users.

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 Site, 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 Site, 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 Site 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 maintains and operates both the Tubo E-Wallet (all payment-related modules and features) and the Timekeeping Module and related non-payments features. VIC is responsible only for the Services it operates, as further described in these Terms.
- **TraxionPay:** Refers to TraxionPay Inc., 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, TraxionPay 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 TraxionPay Inc.
- **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 / You:** The company, SME, or agency that registers for and pays for Tubo's Services.
- **Enterprise Account:** The Subscriber's account used to manage the Services.
- **Individual Account:** An account created for an employee or worker under the Enterprise Account.
- **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 both the Tubo E-Wallet and the Timekeeping Module and is the Personal Information Controller (PIC) for E-Wallet Data
- **Terms and Conditions:** Terms and Conditions and all other terms and policies posted by Tubo on the Tubo Site (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:** Tubo's HRIS, timekeeping, payroll, salary disbursement system, web portal, mobile app, wallet features, and related modules.
- **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 Your subscription to a Service, which may detail, among other things, the number of Users authorized to use a Service under Your subscription and the Service Plan applicable to Your subscription.
- **Subscription Charges:** The Subscriber pays the monthly subscription fees for the Timekeeping Module HRIS Module, Payroll Module, Salary Disbursement Module; Users do not pay subscription fees. VIC bills and collects the subscription fees from the Subscriber. VIC also charges and settles E-Wallet fees directly per the E-Wallet schedule.
- **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 TraxionPay Inc., under a white-label arrangement with Ventaja. Ventaja provides the Tubo App interface but does not issue, hold, or manage e-money.

- **“Electronic Money” or “E-Money”:** Monetary value represented by a claim on the issuer, stored electronically, issued on receipt of funds, accepted as means of payment by parties other than the issuer, and redeemable at par in cash or its equivalent.
- **“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 TraxionPay Inc
- **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 Notice.
- **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 (a) the HRIS Module, timekeeping module, payroll module, operated by VIC and (b) the Salary Disbursement and Tubo E-Wallet operated by TraxionPay 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 Business Continuity and Disaster Recovery Plans tested at least annually in accordance with BSP Circular 808 (ITRM).

B. Support

Tubo will, at no additional charge, provide applicable standard customer support forits 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 Site other than those described in Section 8 hereof.

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. Additional services may be subject to updated Terms.

4. Your Use of the Tubo Site

A. Content and Use

You certify that the Content you provide on or through the Tubo Site is accurate and that the information you provide on or through the Tubo Site 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 account will continue to govern your use of such method of payroll on the Tubo Site. 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 Site or any portion of the Tubo Site, and (2) charge, modify, or waive any fees required to use any Services,functionality, or other content available through the Tubo Site.

- In connection with the Tubo Site, you will not:
    - Make available any Content through or in connection with the Tubo Site 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 Site 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 Site 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 Site.
- Interfere with or disrupt the operation of the Tubo Site or the systems, servers, or networks used to make the Tubo Site available, including by hacking or defacing any portion of the Tubo Site; or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the Tubo Site.
- 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 Site 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 Site, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark, or other proprietary rights notice from the Tubo Site.
- Frame or mirror any portion of the Tubo Site, or otherwise incorporate any portion of the Tubo Site 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 Site, 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 Site 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.

B. Prohibited Content

You agree that you will not make available Content in connection with the Tubo Site 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.

C. Login Management

Subject to any limitation on the number of individual Users available under the applicable Service Plan(s) to which You subscribed, access to and use of the Services is restricted to the specified number of individual Users permitted under Your subscription to the applicable Service to Your Enterprise account. You agree and acknowledge that each User Login shall only be used by one (1) designated individual User. You further agree and acknowledge that a User Login cannot be shared or used by more than one individual, but that User Logins may be reassigned to new individuals replacing former individuals who no longer require ongoing use of the Services. You and Your Users are responsible for maintaining the confidentiality of all User Login information for Your Account. Should Tubo discover that Your use of a Tubo Service

is not in compliance with this Agreement or the Service Plan features and limitations on Our Site, Tubo reserves the right to charge You, and You hereby agree to pay for said usage in addition to other remedies available to Us. Each User Login is individually authenticated and logged; audit trails are kept for five (5) years.

D. Compliance

Use the Services for lawful purposes only. You shall not use the Site or App to facilitate money laundering, terrorist financing, sanctions evasion, or other unlawful activities. We may monitor and report suspicious transactions under RA 9160 ('AMLA').

As between You and Tubo, You are responsible for compliance with the provisions of this Agreement by Users for any and all activities that occur under Your Account, which Tubo may verify from time to time. Without limiting the foregoing, You are solely responsible for ensuring that the use of the Services to store and transmit information is compliant with all applicable laws and regulations as well as any and all privacy policies, agreements or other obligations You may maintain or enter into with Users. You also maintain all responsibility for determining whether the Services or the information generated thereby is accurate or sufficient for Your purposes.

5. Your Tubo Enterprise Account

The functions of the Tubo Site 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 will provide your nature of business, company name, proof of company registration such as SEC or DTI registrations, business permit, and company TIN. You will also provide the names and e-mail addresses of individual Users permitted under your subscription under your account. You may not select or use a Username of another person or entity with the intent of impersonating him or it or use a Username of which another person or entity has rights without such person's or entity'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 agree to take reasonable measures to protect the security of the Password that you use to access the Tubo Site and its Services and agree not to disclose the same to third parties. 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 Site 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 Policy.

Tubo will perform **Customer Due Diligence (CDD)** per RA 9160 §9(a) and BSP Circular 706; you authorize VIC to verify identity through third-party providers and retain KYC records for five (5) years after account closure. Data collected is processed under the Data Privacy Act and our Privacy Notice issued pursuant to NPC Circular 16-01

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 Site, including to determine compliance with these Terms andConditions and any other operating rules that may be established byTubo 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 Site, for any reason, including violation of these Terms and Conditions, whether for legal or other reasons. We may process account and transaction data for fraud monitoring, security and compliance under our legitimate interest and regulatory obligations (BSP Circular 1213, RA 11765 §8). 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 Site 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 Tubo Site

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 Site, 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 Site 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.

B. Payroll Management –Available

C. Leave Management –Available

D. Salary Disbursement - Available

F. E-Wallet

G. Service Operators

You acknowledge and agree that:

- TraxionPay Inc. acts as the Electronic Money Issuer (EMI) and is supervised by the Bangko Sentral ng Pilipinas. Ventaja International Corp. provides the Tubo platform and user interface but is not the issuer or custodian of e-money.

- VIC is solely responsible for maintaining and operating the Timekeeping Module and related non-payments features and collects monthly subscription fees from the Subscriber.

9. Third Party Sites

References on Tubo Site 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 Site 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).

10. Term

A. Subscription Term

Subscription Charges for each calendar month are invoiced on the 1st day of the following month. All outstanding amounts should be paid within 10 calendar days. Billing is based on the number of active users per applicable module at the end of every calendar month. All users who are active at the end of the month, even if they used the module/s only for a portion of the month, shall be counted as active.

Any payment received more than 14 calendar days after the invoice date is subject to a late fee of ₱500 or 3% of the total outstanding amount (including late fees). Late fees are charged per month for as long as any amount remains outstanding beyond the due date.

Any account that is past due from due date for more than 30 days will be suspended.

B. Export of Information

For ninety (90) days after the effective date of End Subscription 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, on the 91st day, 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 all Timekeeping data and other information in Our Services in accordance with our Privacy Notice.

C. Mutual Termination for Cause

A Party may terminate this Agreement for cause (a) upon written notice to the other Party of a material breach if such breach remains uncured at the expiration of thirty (30) days from the date of the breaching Party's receipt of such written notice; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

Upon any termination or non-renewal, User access to the Timekeeping Module will cease. Users' Tubo E-Wallets (operated byVIC) are not affected by theSubscriber's termination and remain

subject to VIC's E-Wallet terms.

If this Agreement is terminated by Us in accordance with this section, You will pay any unpaid fees covering the remainder of the Subscription Term pursuant to all applicable Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

D. Payment Upon Termination

Except for Your termination under Section 10.C, if You terminate Your subscription to a Service or cancel Your Enterprise Account prior to the end of Your then effective Subscription Term, or if We terminate or cancel Your Enterprise Account pursuant to Section 10.C, in addition to any other amounts You owe, you must immediately pay any then unpaid/remainder Subscription Charges.

E. No Refunds

Except for Your termination rights under Section 10.C, if You elect to terminate Your subscription to the Service or cancel Your Enterprise Account prior to the end of Your then current Subscription Term, no refunds or credits for Subscription Charges or other fees or payments will be provided to You.

F. Record-Retention and Deletion

We retain transaction and account records for five (5) years from transaction date or account closure, and longer if required by law or regulators.

11. Payment, Billing, and Plan Modification

A. Payment and Billing

Subscription Charges for each calendar month are invoiced on the 1st day of the following month. All outstanding amounts should be paid within 10 calendar days.

If You do not update payment information upon Our request, in addition to Our other remedies, We may suspend or terminate access to and use of Services by You and your individual Users.

- **Billing Basis.** Monthly subscription fees are based on the number of active users per module at the end of each calendar month. Any user who is active at month-end is counted, even if they used the module for only part of the month.

- **Authorized Representative.** The Subscriber shall designate and maintain one (1) Authorized Representative at all times and provide one active email address for receiving monthly invoices.

- **Invoicing.** Charges for each calendar month are invoiced on the 1st day of the following

month. Invoices are issued electronically, sent to the Client's designated email address, and displayed in the Billing section of the Tubo web portal.

- **Due Date.** All invoiced amounts are due within 10 calendar days of the invoice date.

- **Tubo Wallet Auto-Debit.** Subscriber has the option to authorize Tubo to automatically debit its Tubo Wallet (Corporate Settlement Wallet) for subscription charges, add-ons, late fees and any other published charges on or after the due date.

- **Pricing Reference.** Subscription Charges and any penalties, site visit charges, and any applicable fees are as published on tubo.ph/pricing (the "Published Pricing Tables"), which is incorporated herein by reference and may be updated from time to time without need of formal amendment to these Terms.

- **Timekeeping, HRIS, Payroll, Subscription Fees.** 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 (e.g., cash-in/out, transfers, merchant payments, chargebacks, and other payment-related fees) are charged, collected, or settled by VIC 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.

- **Adjustments.** Changes to the number of Individual Accounts take effect in the next Subscription Term. No refunds or credits will be granted for reductions made during the current Term.

- **Suspension for Non-Payment.** Any account that is past due for more than 30 days from the due date will be suspended. Access to Subscriber's Enterprise Account and related modules will remain suspended until all outstanding amounts and accrued late fees are settled.

- **No Lock-in Period.** The Subscriber may terminate its subscription at any time, without penalty, and shall be liable only for all fees due up to the effective date of termination. For billing purposes, any use of the Services during a calendar month, regardless of duration, shall be considered a subscription for the entire month, and the applicable monthly subscription fee shall be payable in full.

- **Published Pricing.** Subscription charges, site visit charges, and other applicable fees follow the published pricing at tubo.ph/pricing, which may be updated from time to time.

- **Late Fees.** Any payment received more than 14 calendar days after the invoice date is subject to a late fee of ₱500 or 3% of the total outstanding amount (including late fees).

Late fees are charged per month for as long as any amount remains outstanding beyond the due date.

B. Upgrade

If You choose to increase the number of Users authorized to access and use Services during Your Subscription Term, any incremental Subscription Charges associated with such upgrade will be charged on your next Subscription Term. In any future Subscription Term, Your Subscription Charges will reflect any such upgrade.

C. Downgrade

You may choose to reduce the number of Users during Your Subscription Term. If You desire to reduce the number of Users, Subscription Charges for such downgrade during your current Subscription Term will not be refunded. In any future Subscription Term, Your Subscription Charges will reflect any such downgrade.

D. Taxes

You are only responsible for paying all Taxes that are legally required to be paid by You according to your local tax regulations. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced. In no case will you be responsible for paying any Taxes that are Our responsibility under any applicable law.

E. Payment Channels

All payments shall be made via bank deposit. No check payments are allowed. Only payments made following the correct process, as stipulated in the “Billing” section of the Tubo portal, will be credited on time.

F.Payment Portals

If You mandate Tubo to use a vendor payment portal which charges Tubo a fee or a percentage of any uploaded invoice as a required cost of doing business, You shall be invoiced by Tubo for, and You are obligated to pay, the cost of this fee.

12. Tubo Wallet (Corporate Settlement Wallet)

Funds maintained in the Tubo Wallet shall be issued and safeguarded by TraxionPay Inc., the BSP licensed Electronic Money Issuer that operates the Tubo E-Wallet. Ventaja International Corp. provides only the platform interface and does not issue or hold e-money. Until Ventaja obtains its own EMI license, the e-money wallet services are provided by TraxionPay Inc. under a white-label arrangement. Such E-Money will be fully backed by unencumbered liquid assets equal to outstanding e-money
pursuant to BSP Circular 649 §5(D). E-Money does not earn interest and is redeemable at par;

TraxionPay will safeguard funds and submit quarterly certifications to BSP.

For compliance purposes, the Subscriber shall submit the documentary requirements depending on the company's legal structure: (1) Corporation or (2) Sole Proprietor. Refer to *Annex C* for the detailed list of requirements.

- **Nature & Scope.** The Tubo Wallet (Corporate Settlement Wallet) is a closed-loop, prepaid corporate settlement tool used to pay Subscription Charges, penalties, and other authorized Tubo fees, and may also be used for bills payment and mobile top-ups (e-load) made available by Tubo. It is not a deposit account; It does not earn interest and is notinsured 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.

- **Funding & Finality.** Subscriber must pre-fund the Wallet using channels designated by Tubo (e.g., bank transfer, QRPH). Debits executed by the Wallet system are final once processed.

- **Logging & Security.** Tubo maintains detailed transaction logs in secure databases (e.g., ClickHouse) and will cooperate in good faith to review anomalies. Subscriber must promptly report suspected unauthorized activity.

- **Balance Rules.** Wallet balances are non-transferable, non-interest-bearing, are not deposits or e-money, and are not covered by deposit insurance. Refunds are not provided except as required by law or for Tubo's uncured material error.

- **Future Features.** If Tubo later enables funds transfer functionality (e.g., upon obtaining an EMI license), additional terms will be presented for acceptance before activation; continued use constitutes acceptance of such terms.

Subject to availability, the Tubo Site interface allows the Subscriber 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.** The Subscriber is responsible for entering correct numbers, references, and amounts. Tubo/VIC has no obligation to recover or reverse payments already transmitted.

- **Refunds & Disputes.** Service issues (e.g., load not working, billing disputes) are between

the Subscriber and the Telco/Biller. If funds did not reach the Telco/Biller or were rejected, Tubo/TraxionPay 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 /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.

13. Tubo E-Wallet (End-Users)

The Tubo E-Wallet is operated by TraxionPay Inc., which performs onboarding, KYC, settlement, and compliance under BSP supervision. Ventaja provides the Tubo interface but is not the issuer or custodian of funds. VIC acts solely as a technology and service provider for the Tubo platform; it is not an Electronic Money Issuer, bank, or financial institution. E-money is issued, held, and redeemed exclusively by TraxionPay Inc., a BSP-licensed EMI. All claims related to e-money balances or transactions are the responsibility of TraxionPay Inc. and Ventaja shall not be liable for the acts, omissions, or insolvency of TraxionPay Inc., its partner banks, or other payment intermediaries.

In case of inconsistency, the E-Wallet terms control for E-Wallet matters. You may fund or withdraw from your Tubo Wallet only through Tubo-accredited channels as listed in the Tubo App or Website. You authorize Tubo to automatically debit your Wallet for such transactions, provided there are sufficient funds on the scheduled date. All applicable fees will be displayed before confirmation and may be updated with prior notice.

Users are financial consumers under RA 11765 and may file complaints through Tubo's FCPAM and the BSP Consumer Assistance Mechanism. For unauthorized transactions, VIC will follow BSP Circular 1169 error-resolution timelines (acknowledge within 2 days, resolve within 10 days extendible to 45 for complex cases). All financial consumer rights under Republic Act No. 11765 (Financial Consumer Protection Act) in connection with the Tubo E-Wallet shall be exercised primarily against TraxionPay Inc., the licensed EMI.

Upon issuance of an EMI license to Ventaja International Corp. by the Bangko Sentral ng Pilipinas, these provisions shall automatically update to designate Ventaja as the EMI and PIC for E-Wallet Data. Any references to 'VIC' as operator of the E-Wallet shall, during the white-label

period, be construed as referring to TraxionPay Inc."

14. Free Trial

If You register for a free trial for the Services, We will make such Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period; (b) the start date of any subscription to the Services purchased by You; or (c) termination of the trial by Us in Our sole discretion. These Terms and Conditions may appear on the trial registration web page and are legally binding during the free trial period.

Any information you enter into a Service, and any configurations or customizations made to a Service by or for You, during your free trial will be permanently lost unless You purchase a subscription to the
same Service as covered by the trial before the end of the trial period.

15. Intellectual Property

The Tubo Site and all Materials, and all copyrights, trademarks, trade dress, and other intellectual property rights there (collectively, the **IP**) are owned or controlled by or licensed to Tubo, and are protected by trademark, copyright, and other intellectual property laws. Materials 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 Site, you may access, view, download, and print the Materials for your personal, non-commercial use only; provided, however, that you (1) retain all copyright, trademark, or other proprietary designations contained on all Materials; (2) do not modify or alter the Materials in any way; and (3) do not provide or make available the Materials to any third party in a commercial manner. In addition, subject to your compliance with these Terms and Conditions, and solely for so long as you are permitted by Tubo to use the Tubo Site, we permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use the Tubo App on a mobile device that you own or control, solely for your personal, non-commercial use. If you fail to comply with any of the terms or conditions of these Terms and Conditions, you must immediately cease using the Tubo Site.

No license, right, title, or interest in the Tubo Site or any Materials is transferred to you as a result of your use of the Tubo Site or your accessing, viewing, downloading, or printing of the Materials. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell, or participate in any sale of or exploit in any way, in whole or in part, any of the Materials or the Tubo Site. The Tubo Site and Materials may be used only as a personal resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Tubo Site and the Materials is strictly prohibited. The compilation (meaning the collection, arrangement, and assembly) of the Tubo and Materials is the exclusive property of Tubo and is also protected by laws.

Tubo names and logos, and all other graphics, logos, page headers, button icons, scripts, and service names included in or made available through any of the Tubo Site are trademarks or of Tubo in the Philippines and other countries.

16. Privacy

Tubo will take appropriate measures to protect your privacy as you use the Tubo Site and its Services. You acknowledge that any personal information that you provide through the Tubo Site will be used by Tubo in accordance with Tubo's Privacy Policy, which may be updated by Tubo from time to time. By using the Tubo Site and its Services, you also agree to be legally bound by Tubo's Privacy Policy.

- **Data Segregation**. Timekeeping Data (processed under the Subscriber's control) and E-Wallet Data (processed under TraxionPay '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; TraxionPay, (as PIC for E-Wallet Data) is responsible for E-Wallet notices.

17. Personal Information Processing Consent – Role Allocation

A. E-Wallet. For the Tubo E-Wallet, TraxionPay, Inc. 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.** You consent to VIC's collection and processing of E-Wallet Data for the following purposes:

    - onboarding, KYC, sanctions screening, transaction monitoring, fraud and risk management, dispute handling, chargebacks, reconciliation, accounting, and regulatory compliance (including AML/CTF);

- operating, maintaining, and improving the Tubo E-Wallet and related payments services, including service analytics and product development;
- customer care and incident response;
- necessary sharing with third parties (see paragraph (3)) to perform or support the foregoing; and

2. **Lawful Bases.** VIC processes E-Wallet Data on the basis of your consent, performance of a contract, compliance with legal obligations (including AML/CTF), and VIC's legitimate interests (e.g., fraud prevention and service improvement), as permitted by the DPA.

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. **Data Breach Notification:** In case of a personal data breach, VIC shall notify the National Privacy Commission (NPC) and affected data subjects within seventy-two (72) hours from knowledge of the breach, in accordance with NPC Circular No. 16-03, Section 6.

5. **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.

6. **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.

   You may withdraw this consent at any time in the App. Withdrawal does not affect prior processing carried out while the consent was active.

7. **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.

8. **Retention.** VIC will retain personal and transaction records for a minimum of five (5) years from the date of transaction or account closure or only for as long as necessary to fulfill the purposes above and as required by applicable law/regulatory retention (including AML record-keeping).

9. **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.

10. **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 31). Certain requests may affect VIC's ability to provide the E-Wallet or may be restricted by law (e.g., AML record retention)

11. **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.

D. Data Subject Rights. In accordance with the DPA, data subjects have the following rights:

- **Access:** to be informed whether personal data are being processed and to request a copy thereof;
- **Correction:** to dispute and request correction of inaccurate or outdated information;
- **Erasure or Blocking:** to request deletion or blocking of personal data that are no longer necessary or processed unlawfully;.
- **Data Portability:** to obtain a copy of personal data in a structured or commonly used electronic format; and
- **Object or Withdraw Consent:** to refuse or withdraw consent to processing, subject to applicable legal or contractual restrictions.

Marketing consents for end-users of the Tubo E-Wallet are set out in Section 17. Marketing consents for Subscribers (enterprise customers) are set out in Section 20.

18. Disclaimer of Warranties

The Tubo Site, and all content, materials, products, services, functionality, and other items included on or otherwise made available to you through the Tubo Site, 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 Site or the content, materials, product, services, functionality, or other
items included on or otherwise made available to you through the Tubo Site. 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 Site; (2) on any service availed of using the TuboSite;(3)thattheTubo services willbeuninterrupted 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 Site 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 Site. 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 site and agree that any information you send or receive during your use of the Tubo Site 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 Site.

19. 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.

Ventaja shall not be liable for any claims, losses, or damages arising from or relating to the issuance, storage, transfer, or redemption of e-money or other e-wallet operations, which are solely under the control and responsibility of TraxionPay Inc.
In the event of any legal action filed by the Subscriber against Tubo, Tubo's total liability to the Subscriber shall be limited solely to the amount of Subscription Charges actually received by Tubo in the previous twelve (12) months since the damage occurred and proven by the Subscriber due to intentional fault or gross negligence solely attributable to Tubo.

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.

20. 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.

If you wish to deny the use and saving of cookies from the Services in your computers, you should take the necessary steps in the security settings of your browser to block all cookies from the Services or to prompt you before accepting cookies. If you do not accept cookies, however, you may not be able to use all aspects of the 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. Marketing

You consent to being named as a customer of Tubo on Tubo Sites, and in other marketing materials distributed by Tubo (which may include emails and other web and print materials) (collectively, "Tubo Marketing Materials"). In connection with such activity, Tubo may also display Subscriber's trademarks, service marks, and/or logos in Tubo Marketing Materials. The foregoing shall be deemed a worldwide, nonexclusive and (except as set forth herein) irrevocable license to the use of Subscriber's name, trademarks, service marks, and logos for this purpose.
You also agree to be referenced in press releases, case studies prepared by Tubo, Tubo's announcement of its financial results and Tubo investor relations materials (collectively "Tubo Press Materials"). In connection with such activity, Tubo may also use and display Subscriber's trademarks, service marks, and/or logos in Tubo Press Materials. The foregoing shall be deemed a worldwide, nonexclusive and (except as set forth herein) irrevocable license to the use of Subscriber's name, trademarks, service marks, and logos for this purpose.

E. 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, TraxionPay Inc. acts as the Personal Information Controller (PIC), and any sharing follows Section 17.A of these Terms

21. Compliance with Applicable Laws

You must comply with all applicable laws regarding the proper use of Tubo Site 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.

22. Indemnification

You agree to hold Ventaja harmless from any and all claims relating to e-wallet services, including but not limited to fund custody, settlement, reversals, chargebacks, or technical outages attributable to TraxionPay, arising from or related to your misuse of the Tubo Site 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.

23. 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. Before resorting to arbitration or court, financial consumers may elevate unresolved complaints to the BSP Consumer Assistance Mechanism pursuant to BSP 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.

24. 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 Subscriber 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.

The Subscriber 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.

A. Handling of Funds During Suspension. During suspension, your account and related services may be temporarily disabled, but any remaining wallet balance shall remain intact and accessible upon successful verification and reinstatement of your account. No transactions may be made while the account is suspended.

B. Deactivation and Closure. If your account is deactivated or closed—whether voluntarily by you or by Tubo due to prolonged inactivity or violation of these Terms—Tubo shall:

• Notify you through your registered contact details; and
• Allow withdrawal or transfer of the remaining balance to another verified Tubo account or to an accredited cash-out channel, subject to applicable fees and verification.

• If you fail to claim or transfer your remaining funds within a reasonable period as notified by Tubo, such funds shall be held in trust in accordance with BSP regulations. After the prescribed retention period for dormant e-money accounts, unclaimed balances may be forfeited in favor of the government or handled as required by law.

25. 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

26. 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.

27. Notices

Notices to you (including notices of changes to these Terms and Conditions) may be made via posting to the Tubo Site 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.

28. 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.

29. 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.

30. 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.

31. How to Contact Us

For all Tubo matters including Timekeeping and E-Wallet Data (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 issuance, balances, and fund redemptions, please contact TraxionPay Inc. via its Consumer Assistance Channels as indicated in the Tubo App.

32. Onboarding & Support

Online onboarding and site implementation are charged at the rates published at tubo.ph/pricing incorporated by reference and subject to change without amendment to these Terms.

33. Enhancements & Customizations

Enhancements or customizations (e.g., new reports, features, integrations) requested by Subscriber must be covered by a separate Quotation/Conforme *(See Annex C)* executed before development commences. Fees for approved enhancements are payable via the Tubo Wallet (Corporate Settlement Wallet). Tubo may also process agreed minor ad hoc charges (e.g., special data exports) via the Wallet without requiring a new Quotation.

Annex A - Subscription Charges for SMEs and Agencies:

Refer to the Subscription Tables posted on the Tubo.ph Website.

Annex B - Documentary Requirements for Tubo Wallet

Corporate Wallet Settlement Registration

FOR CORPORATIONS

The following documents are required from Subscribers operating a Corporation:

1. Latest Business Permit
2. Customer Information Form (CIF)
3. SEC Certificate of Incorporation or Partnership
4. Articles of Incorporation and By-Laws
5. Latest General Information Sheet (GIS)
6. BIR Certificate of Registration
7. Secretary's Certificate for Authorized Representative/s
8. ID of Authorized Representative/s
9. ID of Corporate Secretary
10. Ultimate Beneficial Owner (UBO) Form
11. ID of UBO/s
12. Latest Bank Statement (1 month) **or** Latest Audited Financial Statement (1 year)
13. License issued by Supervising Authority (e.g., DOLE)
14. One-page Organization Structure with Management & Contact Details

FOR SOLE PROPRIETORSHIPS

The following documents are required from Subscribers operating as a Sole Proprietor:

1. Latest Business Permit
2. Customer Information Form (CIF)
3. DTI Registration Certificate
4. BIR Certificate of Registration
5. Authorized Signatory Letter
6. ID of Authorized Representative/s
7. ID of UBO
8. Latest Bank Statement (1 month) **or** Latest Audited Financial Statement (1 year)
9. License issued by Supervising Authority (e.g., DOLE)
10. One-page Organization Structure with Management

FOR PARTNERSHIPS

The following documents are required from Subscribers operating a Partnership:

1. Customer Information Form (CIF)
2. SEC Certificate of Registration
3. Articles of Partnership

4. Latest General Information Sheet (GIS)
5. BIR Certificate of Registration
6. Secretary's Certificate for Authorized Representative/s
7. ID of Authorized Representative/s
8. ID of Corporate Secretary
9. UBO and PEP Form
10. ID of UBO/s

FOR OPCs
The following documents are required from Subscribers operating an OPC:

1. Customer Information Form (CIF)
2. SEC Certificate of Incorporation
3. Articles of Incorporation and By-Laws (all pages)
4. Form of Appointment of Officers (SEC-stamped or with SEC cover page)
5. Latest General Information Sheet (GIS)
6. BIR Certificate of Registration
7. Secretary's Certificate for Authorized Representative/s
8. ID of Authorized Representative/s
9. ID of Corporate Secretary
10. UBO and PEP Form
11. ID of UBO/s

FOR COOPERATIVES
The following documents are required from Subscribers operating an OPC:

1. Latest Business Permit
2. Customer Information Form (CIF)
3. Certificate of Registration issued by the Cooperative Development Authority (CDA)
4. Articles of Cooperation and By-Laws
5. Notarized Cooperative Annual Progress Report (CAPR)
6. BIR Certificate of Registration
7. Secretary's Certificate for Authorized Representative/s
8. ID of Authorized Representative/s
9. ID of the Secretary or whoever executed the document authorizing/certifying the Authorized Representative/s
10. Ultimate Beneficial Owner (UBO) Form
11. ID of Declared Beneficial Owners / Controlling Persons
12. Latest Bank Statement (1 month) **or** Latest Audited Financial Statement (1 year)
13. One-page Organization Structure with Management & Contacts