

## TERMS AND CONDITIONS OF USE OF i2i

### I. User Agreement

This document sets out the terms and conditions of your use and that of the institution that you represent on the i2i platform. This embodies the agreement between the Member and **UBX Philippines Corporation (“UBX PH”)**, operator of i2i.

Please read these **Terms and Conditions of Use (this “Agreement”)** fully and carefully before using the Platform and/or Products & Services (as described in the Section III below). This Agreement sets forth the legally binding terms and conditions for your use of the Platform and Products & Services.

By registering for and/or using the Site and/or services in any manner, you acknowledge that you have read, understood, and accepted this agreement and agree to be bound by these Terms and Conditions and all other operating rules, policies and procedures referenced herein. You also agree to comply with any applicable laws and regulations relative to your use of the Platform.

You may not use the Services of the Platform if you do not unconditionally accept this Agreement. If you are accepting on behalf of an organization, you represent and warrant that you have the authority to do so; however, if your organization has entered into a separate contract with UBX PH covering its use of the Services, then that contract shall govern instead.

### II. About i2i

i2i is a platform that utilizes many technologies and frameworks such as ReactJS, NodeJS, Google Analytics, application performance monitoring software, blockchain and several others. It enables its member institutions to avail of many Products & Services developed by UBX PH and its partner institutions. The Platform is available via a web-based portal ([www.i2i.ph](http://www.i2i.ph)) or API integration.

**Various financial or non-financial products and services** (collectively termed as “**Products & Services**”) shall be offered in the i2i platform to its various members. Acceptance of the i2i platform does not automatically grant a member the right to avail of its products. Each product shall have its own separate Term Sheet that will govern the specific conditions of that product.

### III. Definition of Terms

1. **Entity** – may pertain, but not limited to, banks, cooperative, remittance agents, money services business, lending/finance companies or fintechs, duly registered and authorized as such.
2. **Member** – pertains to a duly organized and existing entity that is onboarded in i2i, transacts in i2i or has availed of any of i2i's products.
3. **Onboarding** – the process whereby a Member's User is trained and given access to i2i and to the specific Product that it has availed.
4. **Onboarding Date** – the exact date as to when the Member's user credentials were established in i2i enabling the User to access i2i.
5. **Platform** – alternative word that also pertains to i2i.

6. **Products & Services** – service offerings of i2i to qualified members. Each i2i product has a defined target member who can avail of it subject to product-specific terms and conditions.
7. **Site** – pertains to any website made available to the internet by UBX PH, UnionBank of the Philippines and other affiliates that carry the brand, logo and content related to i2i.
8. **Application Programming Interface (API)** – pertains to a set of instructions, procedures and functions that links and enables qualified members to avail i2i's products and services.
9. **User** – pertains to the representative, officer or nominated person that a Member has appointed to use or access i2i and its products for and in behalf of the member and its clients. As used in these Terms and Conditions, the use of "you," "your," or "yours" shall pertain to the User.

#### **IV. Representations and Warranties**

1. Each Party represents and warrants that, (a) it has the requisite corporate power and authority to enter into this Terms and Conditions, and to carry out their respective obligations herein; (b) the execution, delivery, and performance thereof has been duly authorized; and (c) it has been duly executed and delivered by each party, and it creates a lawful, valid and legally binding obligation in accordance with its terms.
2. Each Party represents and warrants that all appropriate and necessary corporate and legal actions have been taken by them, and all necessary government approvals have been secured, to authorize the execution and delivery of this Term and Conditions and the performance of any provision, condition, covenant or other term thereof.
3. Each Party represents and warrants the execution and delivery of this Terms and Conditions or their performance of any provision, condition, covenant, or other term thereof will not violate any applicable law, including any public bidding or procurement requirement thereunder, judgment, authorization or agreement to which they are a party or by which they or any of their properties are bound and will not conflict with the law.
4. The Member warrants that all the transactions that it will facilitate through the Platform are not fraudulent, fictitious or otherwise in violation of any law, statute, ordinance or regulation.
5. The Member warrants that it shall be solely responsible for all transactions its Users may enter to the Platform.
6. The Member warrants that it has obtained all the required and necessary licenses, authorizations, clearances from all of its regulatory bodies to participate in the Platform.
7. The Member warrants that it is a corporation or entity that is valid and existing, is of good standing with its regulatory agency and is not under rehabilitation or receivership or is not in the process of liquidation or winding-up of its corporate affairs.
8. The Member shall duly inform UBX PH in writing within ten (10) banking days from its knowledge or occurrence of an event, whether threatened or actual, that may affect its ability to comply with its representations or warranties herein.

#### **V. Obligations of the Parties**

1. For Members that are supervised by the Bangko Sentral ng Pilipinas ("BSP"), they shall continuously comply with the requirements of the BSP.
2. For Members that are covered persons as defined under the Anti-Money Laundering Act under Republic Act No. 9160, as amended, including its revised implementing rules and regulations, the Member shall continuously comply with the requirements of the AMLC, including, but not limited to, implementation of know-your-customer (KYC) procedures, reporting of covered or suspicious transactions, document retention, and training, among others.
3. Where applicable, UBX PH shall provide marketing, advertising or promotional materials to the Member to facilitate dissemination of information regarding i2i and its products.

4. Where applicable, UBX PH shall notify i2i Members via email or postings in the Platform within a reasonable time for any interruption in i2i, including downtime of servers, failure of communication line, network problems or other similar occurrences that may adversely affect the transmission of data or completion of transfers of funds within the i2i network.

#### **VI. Revisions or Amendments**

This Terms and Conditions may be revised or amended at any time. All revisions or amendments shall be posted in the Platform or through email notification to all Members. All changes shall have immediate effect and your continued use of the Platform signifies your continuing acceptance of, understanding and agreement to all the provisions herein and to its future revised versions.

#### **VII. User Credentials**

The Member shall only access or use the Platform through access credentials issued to its User. UBX PH reserves the right to limit access to and/or suspend the Member or its User's access to the Platform in the event it suspects that the Member or its User has breached this Terms and Conditions or other agreements pertaining to the products of i2i. The User will not or attempt to (and will not allow others to: (1) distribute, disclose, publish, market, sell, rent, lease, sublicense or assign to a third party any portion of the Platform or the user credentials which it has access to under these terms unless otherwise expressly permitted herein or specifically authorized in writing by UBX PH or (2) distribute, publish, or allow access or linking to the Platform from any location or source other than what is explicitly allowed under this Agreement.

#### **VIII. Restriction on Access or Use**

UBX PH may terminate, suspend, amend, or restrict (collectively known as “**restrictions**”) your access to all or any part of the Platform or its products without need of prior notice or liability to Users when it has come into knowledge or information that: (1) the transaction is suspicious, fraudulent, illegal or invalid; (2) when requested by the User; (3) upon lawful order or instruction of a competent court or regulator; or (4) when the transaction will constitute as a violation of the law on the part of the Platform or of UBX PH. In other instances, UBX PH shall duly inform the Member of any restriction it will impose on the latter.

#### **IX. Intellectual Property**

1. UBX PH hereby grants the Partner a limited, royalty-free, paid-up, non-exclusive license during the Term to use any materials owned or controlled by UBX PH as it relates to i2i and all intellectual property rights therein, in any way necessary, but only to the extent necessary, to permit the Member to perform its obligations. The Member hereby disclaims all warranties with respect to such materials.

2. Except as provided in the immediately preceding section and as may be otherwise agreed upon by the Parties, the Parties acknowledge that each of them is the sole and exclusive owner of and shall retain all right, title, and interests in their respective Intellectual Properties. Intellectual Properties shall refer to each of the Parties' intellectual property rights throughout the world, whether existing under intellectual property, unfair competition, or trade secret laws, or under statute or equity, including, but not limited to: (a) copyrights, trade secrets, trademarks, trade names, patents, inventions, designs, logos, business names, domain names, service mark, trade secrets, and moral rights, and any other intellectual property and proprietary rights; (b) any registration, application, or right to apply for any of the rights referred to in this clause; and (c) any and all renewals, extensions and restorations thereof, now or hereafter in force and effect.

3. The Member hereby grants to UBX PH a limited, royalty-free, paid-up, non-exclusive license during the Term to use, and publish the Member's logos, names, and marks for purposes of marketing and promoting the Platform.

## **X. Limitations of Use**

The copyright in all materials on this website and in the Platform, including without limitation, the text, data, articles, design, source code, software, photos, images and other information (collectively the "**Content**") is owned by UBX PH, protected by Philippine laws and international copyright laws or treaties. Any Content may not be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the express prior written consent of UBX PH as copyright owner. The content is and shall remain the property of UBX PH at all times. You may not modify, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. The use of the Content on any other website, including by linking or framing, or in any networked computer environment for any purpose is prohibited without UBX PH's prior written consent. The prohibition likewise extends to the "mirroring" of any Content contained in this website or the Platform on any server. Any unauthorized use of any Content shall be construed as violation of the applicable laws on copyright, trademark or intellectual property, among others.

All data obtained from or provided by UBX PH, regardless of the method of delivery, is explicitly prohibited from publication and distribution and is subject to UBX PH's data terms of use. Moreover, any data provided by UBX PH, regardless of the method of delivery, used for any competing purpose and such data may only be used for the transactions performed in i2i or with other products or services of UBX PH. The use of the website, Platform and their Contents may only be used for lawful purposes. All Members of the Platform are prohibited from using the site, Platform and their contents that would constitute a violation of any applicable law, regulation, rule or ordinance of any nationality, state, or locality or of any international law or treaty, or that could give rise to any civil, criminal, or administrative liability to UBX PH or any third party. Any unauthorized use of the website, APIs, Platform and their Contents, including but not limited to, unauthorized entry into UBX PH's systems, misuse of passwords/authentication tokens, or misuse of any information posted on the Platform is strictly prohibited. Any eligibility for a particular product in the Platform is subject to the final determination by UBX PH.

## **XI. Trademarks**

UBX PH logo and all related logos of the Platform (collectively the "**trademarks**") are trademarks or service marks of UBX PH. Other company, product, and service names and logos used and displayed on this website or in the Platform may be trademarks or service marks owned by other individuals or entities or other companies participating in the Platform. Nothing in this website or Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the trademarks displayed in this website or Platform without the prior written consent of the trademark owners.

## **XII. Prohibited Use of the Platform**

1. You are strictly prohibited from utilizing, facilitating, processing or using the Platform for transactions or inquiries or attempts thereof that may facilitate or enable activities, goods or services that are unlawful, prohibited, banned, forbidden, illegal, lewd or immoral.
2. You are strictly prohibited from utilizing, facilitating, processing, or using the Platform for nefarious or fraudulent or criminal purposes or for purposes that are contrary to public order, good morals, customs or practices.
3. You shall not allow any person, officer or employee, who are not authorized to access or use the Platform from accessing or using it.

4. You shall not share your access and password credentials/authentication tokens to anybody else. Access or use of or transaction in the Platform using your access or password credential/authentication token shall be deemed to be your own access, use or transaction.
5. You shall be solely liable for the loss incurred by you due to unauthorized transactions where the loss is due to an act or omission attributable to you, such as, but not limited to, where you have failed to secure your credentials or account.
6. You shall not reverse engineer, decompile, disassemble, decrypt, de-obfuscate, unmask all or any portion of Platform or otherwise reduce the Platform to human-perceivable form in whole or in part, except and only to the extent that such activity is expressly permitted by this Agreement or applicable laws.
7. You shall not interfere with, modify, disrupt or disable features and functionalities of all elements under the Platform, including any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the Platform or any components of the same.

UBX PH conducts monitoring of the activities and transactions done via the Platform and may at its sole discretion, suspend, revoke, deny temporarily or permanently, your access or use of the Platform without need of prior notification or justification to you and without incurring any liability. This provision shall be read in conjunction with Section VIII on Restriction on Access or Use.

When required by the proper authorities or regulators or in accordance with its own internal governance policies, UBX PH shall cooperate in any administrative, civil or criminal inquiry or investigation, or conduct its own verification or investigation regarding transactions or activities in the Platform. It shall not allow the Platform to be used for any unlawful, prohibited, banned, forbidden, illegal, immoral, lewd, nefarious, fraudulent or criminal purposes or where the Platform was or will be used for purposes that are contrary to public order, good morals, customs or practices.

### **XIII. Consent to Doing Business Electronically**

1. You allow UBX PH or its duly authorized representatives, employees or agents or third-party service providers to check, verify or validate the information or documents you have provided in support of your profile in the Platform or when availing its offered products.
2. You allow UBX PH to impose fees for the use of i2i's products. The applicable fees and commercial terms and conditions are set out in a separate document specifically when availing of an i2i product.
3. Signing up to the Platform shall be done via website. During sign up, you must provide the necessary information needed such as, but not limited to, your complete name, email address, mobile number, legal business name, company position, company industry, business type, and business contact information, personal or business documents. It shall be assumed that all the information you have provided are correct, true and accurate. The information you have provided can and will be used as a basis for allowing you to avail of certain products offered by i2i. Whenever any information you have provided turns out to be false, inaccurate or misleading but was used as a basis to enter into a valid transaction or agreement or obligation, you shall be considered as acting in a fraudulent, deceptive or illegal manner and may be held criminally or civilly liable for such. Similarly, providing false, inaccurate or misleading information in the Platform may cause the denial or termination of your access or use of i2i.
4. You agree to assume full responsibility and liability for all transactions made by or under your profile or account through the use of i2i. It is understood that the password/authentication token is known only to you and, as such, any transaction effected using your password/authentication token and/or one-time PIN (OTP) shall be conclusively presumed to have been done, executed or authorized by you.

5. You agree that the Platform, at its sole discretion, is entitled to act on the instructions it has received from you after the correct entry of your password/authentication token and/or one-time PIN, or your other biometric authentication methods such as, but not limited to, fingerprint scanning, facial recognition or retina scan. You further agree that the Platform shall not be liable and you agree to indemnify the Platform for any loss, damages or costs the Platform incurs for acting in accordance with or based on instructions it has received from you.

#### **XIV. Electronic Communication from i2i**

This section informs you of your rights when receiving electronic communications from the Platform.

1. **Electronic Communications.** You agree that all communications from UBX PH relating to your use of the Platform or related Products & Services may be provided or made available to you electronically by electronic mail, SMS, or through the Platform.

2. **Scope of Consent.** Your consent to receive electronic communications and do business electronically, and UBX PH's agreement to do so, applies to all your interactions or transactions to which such electronic communications relate, whether between you and UBX PH or other participants in the Platform involved in your transaction.

3. **Hardware and Software Requirements.** To access and retain the communications electronically, you will need to use a device (laptop or desktop) with an internet connection and an up-to-date browser capable of attaching files in the form of portable document format (PDF), images (JPG/PNG), and other file types. UBX PH shall define, from time to time, on the hardware and software requirements that you will need in order to access and run the Platform. Each product of i2i shall likewise have its own hardware and software requirements definition.

4. **Withdrawing Consent.** You may withdraw your consent to receive electronic communications in the manner described below. Once consent is withdrawn, no further transactions will be allowed and any transaction shall be considered cancelled. The withdrawal of your consent will not affect the legal validity and enforceability of existing transactions or any electronic communications provided or business transacted prior to the withdrawal of your consent.

5. **Changes in Your Contact Information.** You agree to keep us informed of any changes in your mobile number, email address, and other contact information you have provided to enable continuous receipt of electronic communications from the website. Where applicable, you can update your information by accessing your profile and updating the editable fields therein.

6. **Password/Authorization Token Security.** It is your duty to keep your password/authorization token and other profile information confidential and secure at all times. The Platform provides tips on confidentiality and security. If you believe that your password/authorization token, confidential information, access points (i.e., laptop, computers, etc.) have been compromised, lost or stolen or used without your permission, you should contact UBX PH immediately to de-activate your compromised ~~ID or password~~ account. The Platform is not responsible for any loss, damage or cost incurred that results from the compromise or loss or unauthorized use of your password/authorization token, confidential information or access points or any transactions resulting therefrom.

#### **XV. Data Storing and Monitoring**

For i2i to provide its products, it needs to collect personal and business information from you and your transacting client. By providing these information, you consent to the storing, processing, and monitoring of these information that is provided in the Platform for purposes which may include: Know-Your-Customer, risk, compliance or anti-fraud checks, credit scoring, marketing/cross-selling and the like. Furthermore, you consent to us providing your information to the participating payment processor, and other partners or Platform partners that you have selected when doing transactions, crediting or debiting funds to your bank account and the like.

## **XVI. New Features or Products**

The Platform may, from time to time, introduce new products. Any new product shall be posted in the Platform. Any new product may only be availed of upon subscription to it and signing of the relevant commercial documents thereto with UBX PH.

## **XVII. Liabilities and Indemnities**

1. The Member agrees to indemnify, defend and hold harmless UBX PH, its subsidiaries and affiliates, and their directors, officers, employees and agents (the "Related Parties"), from and against any loss, damage, liability, costs and expenses, suits, actions, including reasonable attorney's fees, fees, taxes, penalties, charges and expenses related to or arising from the Member's relationship or engagement with UBX PH (collectively, "Losses"), and arising out of or based on: (i) the Partner's use or misuse of Personal Data whether or not for purposes to comply with its obligations under this Terms and Conditions; (ii) the Member's breach of, or failure to perform, any of its obligations, representations or warranties contained in this Terms and Conditions; (iii) the Member's gross negligence, willful misconduct or bad faith or that of its directors, officers, employees, subcontractors.
2. The Member agrees to fully indemnify, defend and hold UBX PH, its stockholders, directors, officers, employees or representatives free and harmless from and against any and all losses arising from any third-party claim relating to:
  - a. Bodily injuries to, including fatal injury or acquired disease of the Member's employees, agents, or assigns;
  - b. Damage to tangible real or personal property by the Member, its employees, agents or assigns arising from or in connection with acts or omissions of the Member, its employees, agents or assigns in connection with this Terms and Conditions;
  - c. Claims arising from or related to an occurrence the Member is required to insure against to the extent caused by the negligence or willful conduct of the Member's employees, agents or assigns;
  - d. Any breach or default by the Member in the performance of its obligations under agreements with third parties;
  - e. Any breach of the Member's representations and warranties in this Agreement;
  - f. Any violations of law by the Member, and
  - g. Any business practices or act or omissions by the Member and its employees, agents and assigns that cause liability to UBX PH or to any third party. Provided, however, that UBX PH shall provide the Member a written notice of any such third party claim and all requested information regarding the third-party claim within ten (10) banking days from receipt or knowledge of the third-party claim.
3. Except as expressly provided in this Terms and Conditions, UBX PH specifically disclaims any warranty concerning: (i) the nature and condition of the software products constituting the Platform and the suitability thereof for any and all activities and uses that the Member elects to conduct thereon. Except as otherwise expressly provided in this agreement, the Platform is being provided on a strictly "AS IS, WHERE IS" basis and UBX PH makes no warranty or representation, express or implied, including but in no way limited to, any warranty of quantity, quality, condition, merchantability, suitability or fitness for a particular purpose of the Platform.
4. In no event will UBX PH be liable to the Member, whether in contract, warranty, tort, or otherwise, for any indirect, incidental, consequential, special, exemplary, punitive, or similar damages, including, without limitation, damages for lost revenue, profit, or business arising out of or relating to this Terms and Conditions.
5. The Member unconditionally undertakes to defend in all kinds of proceedings, hold free and harmless, and fully indemnify UBX PH and its Related Parties from any and all claims, suits, actions, liabilities, losses, damages, fees, taxes, penalties, charges and expenses related to or arising from the Partner's relationship or engagement with UBX PH, including the use or access

of the Platform as well as this Terms and Conditions and future revisions thereof for any act or omission, breach or negligence of Member, its Users and clients.

#### **XVIII. Non-Liability for Loss, Damage or Profit**

The Platform or UBX PH shall not be liable for any direct, indirect, incidental or consequential loss or damage or loss of profit of whatever nature arising from:

1. Disruption, failure or delay relating to or in connection with the Platform and/or its products due to circumstances beyond the control of UBX PH, unforeseen events, fortuitous events such as, but not limited to, prolonged power outages, breakdown in computers, software, operating systems and telecommunication facilities, epidemics, volcanic activities, earthquakes, typhoons, floods, public disturbances, calamities or other acts of nature or Acts of God.
2. Any fraudulent or unauthorized access or utilization of the Platform due to theft, unauthorized disclosure of personal information, mobile phone numbers, emails, passwords/authorization tokens or unauthorized usage of biometrics or other security measures used in the Platform with or without the participation of the information owner.
3. Inaccurate, incomplete or delayed information received due to disruption or failure of any information or communication facilities or telecommunication network, internet or software or hardware.
4. Failure or inability to use the Platform arising from causes that are beyond the control of UBX PH.
5. Any disclosure of information concerning your profile and/or transactions to persons for any reason whatsoever, including, but not limited to, wiretapping of communication lines or erroneous connection by telecommunication switches, or errors in transmitted information due to faulty lines, and any and all forms of high technology surveillance or fraud.
6. Loss of or damage to your desktop or laptop and other electronic devices enrolled to the Platform.

#### **XIX. Fees in i2i**

UBX PH shall not charge any fee for an entity to become a Member of the i2i network. However, it shall charge fees on the products that a Member avails of from i2i.

#### **XX. Changes to Transaction or Usage Fees or Charges**

UBX PH reserves the right to modify the transactions or usage fees, charges, or billing methods at any time with reasonable notice to i2i Members and the effectivity of the modification. Non-agreement to or non-payment of the fees or charges or modifications thereof is a ground for UBX PH to suspend, restrict or deny your use or access or transaction in the Platform.

#### **XXI. Settlement Accounts**

Where proper, the Member shall open a settlement account with UnionBank of the Philippines ("UnionBank"). At present, UnionBank is the sole and exclusive banking partner of i2i and UBX PH. When opening its settlement account, the Member is expected to comply with the documentary requirements and minimum daily maintaining balance of such account as may be required by UnionBank. UBX PH shall assist the Member in the process of opening its account with UnionBank but the Member shall be solely liable to all the duties and responsibilities as an account holder of UnionBank.

#### **XXII. Acceptable Use**

You warrant and undertake that the Platform shall only be used for the purpose to which you have signed up for or for the products that you have ordered. You agree and undertake not to use the Platform, directly or indirectly through your employees, personnel, agents, or associates, for persons or entities that are not your clients or in violation of the provisions of this Terms and

Conditions. Violation of this provision is a ground for UBX PH, at its sole discretion, to deactivate your profile or account, suspend, restrict or deny your use or access to the Platform. Any claim against UBX PH under this provision is void and invalid.

### **XXIII. User Feedback & Assessment**

UBX PH shall conduct on periodic basis user feedback or assessment on i2i and its products or the compliance of Members to these Terms and Conditions and other documents in relation to specific products of i2i. These feedback or assessments are done to increase public trust for your business, protect i2i and its Members, maintain the integrity of the Platform and assure all Members the uniform compliance to these Terms and Conditions at all times. The user feedback or assessment, when so required by regulators or competent authority, shall be disclosed by UBX PH to the requesting regulator or competent authority.

### **XXIV. Term and Termination**

This Agreement shall govern the relationship between Parties as to matters set forth herein effective as of the Onboarding Date of the Member and shall expire after two (2) years from the Onboarding Date, which shall automatically be renewed, unless sooner terminated by either Party by giving a sixty (60)-day written notice to the other Party prior to such termination, except if due to the causes indicated below in which case the termination shall have immediate effect.

1. Breaches in the performance of any of its obligations under these Terms and Conditions and either that breach is incapable of remedy or the Party at fault shall have failed to remedy the breach within ninety (90) days after having received notice requiring it to remedy the breach.
2. Breaches any of its direct or implied representations and warranties under this Terms and Conditions or any of said representations or warranties becomes invalid, unlawful or unenforceable.
3. When a Party performs any act or omission that causes harm to the Other Party's brand, reputation, or business.
4. When the Member no longer qualifies, under applicable laws, or is no longer authorized or licensed to do business of which such authority or license qualifies it to avail of the Products & Services of i2i.
5. When the Member transfers all or part of its business or establishment to another location or to different juridical entity without notifying UBX PH.
6. When the Member becomes subject of a petition for voluntary or involuntary insolvency or bankruptcy or receivership or conservatorship.
7. When the Member suffers execution against a material or substantial portion of its properties or assets in consequence of debt.
8. When the Member is unable to pay its debts as they fall due.
9. When the Member passes a resolution shortening its corporate life or ceases to trade; or
10. When the Member enters into liquidation, suspension of payments or enters into or attempts to enter into any arrangement with its creditors for the general scheduling of its debt; appoints an administrative receiver over any or all of its assets; or suffers any similar action in consequence of debt other than for the purpose of amalgamation or reconstruction.

The expiration, cancellation, or termination of this Agreement for any cause shall not release either Party from any obligation or liability which has already accrued at that time. The exercise by either Party of its right to cancel or terminate this Agreement shall be without prejudice to its other rights or remedies. In addition:

### **XXV. Cancellation of Membership**

If you have not made any transaction in i2i within a period of one (1) year from your Onboarding Date, these Terms and Conditions shall be automatically considered as cancelled and your user

credentials will be voided. The Member may be reinstated by undergoing another onboarding process such that it will have a new Onboarding Date within which to reckon the Term.

#### **XXVI. Dispute Resolution**

1. Any dispute, controversy, or claim arising under, out of, or relating to these Terms and Conditions, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be resolved by the Parties within thirty (30) days from the receipt of a written request to meet in good faith in order to resolve any dispute, controversy or claim in accordance with this Terms and Conditions.
2. Any dispute among the Parties relating to these Terms and Conditions will first be submitted in writing to a panel of four (4) consisting of: two (2) senior executives from each Party, who shall promptly meet and confer to resolve such dispute.
3. Each Party shall designate such executives within five (5) business days after receipt of an appropriate notice in writing from the other Party. Each Party's executives shall be identified through written notice to the other Party and may be changed at any time thereafter also by notice to the other Party.
4. The panel shall resolve the dispute no later than thirty (30) days from the date of submission. If the matter is not resolved through negotiation within the specified period, then the claim or dispute including any question relating to its existence, validity or termination will be finally resolved by arbitration in accordance with the rules of the Philippine Dispute Resolution Center, Inc. (PDRCI) for the time being in force, which rules are deemed to be incorporated by reference in this clause which decision shall be final and binding on the Parties. The language of the arbitration shall be English.
5. If the dispute remains unresolved after a period of sixty (60) days from receipt of a written escalation, the Parties shall seek appropriate judicial remedies before the courts of Pasig City, Metro Manila, Philippines, to the exclusion of other venues.
6. Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Agreement.

#### **XXVII. Applicable Law and Venue of Actions**

These Terms and Conditions shall be exclusively governed and interpreted under the laws of the Republic of the Philippines. The venue of all legal actions or proceedings arising out of or in connection with these Terms and Conditions shall be brought exclusively in the proper courts of Pasig City to the exclusion of all other venues.

#### **XXVIII. Disclaimers**

In any event, you agree and understand that UBX PH is not a party to the transaction between you and your counterparty. As such UBX PH shall not be liable for any damages or losses aside from actual losses sustained by you due to UBX PH's willful misconduct or gross negligence in accordance with these Terms and Conditions.

#### **XXIX. Third Party Services**

There may be products of i2i that will be provided in partnership between UBX PH and a third party service provider. In these instances, you shall be duly notified as to the third party service provider offering such product in the Platform. Availment of various products of i2i shall be covered by their respective Term Sheets. Each Term Sheet shall be read, interpreted and considered as forming part of these Terms and Conditions.

### **XXX. Non-Exclusivity**

You agree and acknowledge that nothing in this Agreement limits you from entering into similar arrangements or availing of similar Products & Services with third parties. Accordingly, you agree and acknowledge that UBX PH or i2i shall not be liable for any loss incurred by you due to such similar arrangements or Products & Services with third parties.

### **XXXI. Force Majeure**

Neither Party shall be liable for any failure of performance (other than for delay or performance in the payment of fees for Products & Services availed and subscribed to) to the extent such failure is due to any cause or causes beyond such party's reasonable control, including acts of God, flood, fire, explosion, vandalism, cable cut, adverse weather conditions, pandemics, governmental action, acts of terrorism, labor strikes, war, sabotage, outages of third party connections, utilities, or telecommunications networks, including, without limitation, carrier-related problems or issues, internet-access issues, denial of service attacks, and other mechanical, electronic or communications failures or degradation. Either Party's invocation of this clause will not relieve the Member its obligation to pay for any Products & Services actually provided or permit Member to terminate any Products & Services except as expressly provided herein.

### **XXXII. Miscellaneous Provisions**

1. **No Employer – Employee Relationship.** Both Parties including its agents and employees are not employees or agents of the other Party. Both Parties are independent contractors and shall be solely responsible for the manner and hours in which the services are performed, is solely responsible for all their respective taxes, withholdings and other statutory, regulatory, or contractual obligations of any sort (including, but not limited to, those relating to workers' compensation, disability insurance, unemployment compensation coverage and income taxes), and is not entitled to participate in any employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs of the other Party. Accordingly, neither Party and its employees and agents are employees of the other Party.
2. **Assignment.** The Member shall not have the right or ability to assign, transfer, or subcontract any obligations under this Agreement. Any attempt to do so shall be void and shall be a ground for the revocation or termination of these Terms and Conditions and immediate denial of the User's access to the Platform.
3. **Entire Agreement.** These Terms and Conditions shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. These Terms and Conditions supersede any and all prior agreements, negotiations, representations, and understandings between the Parties with respect to such subject matter.
4. **No Waiver.** The failure of either Party to enforce its rights under these Terms and Conditions at any time for any period shall not be construed as a waiver of such rights.
5. **Separability.** In the event that any provision of these Terms and Conditions shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect and enforceable.
6. **Headings.** Headings herein are for convenience of reference only and shall in no way affect interpretation of these Terms and Conditions.

**BY CONTINUING, YOU CONSENT AND ACCEPT THESE TERMS AND CONDITIONS.**