

**MASTER SUBSCRIPTION AGREEMENT**

The use by Merchant (“you”, “your”) of the RUSH Software (the “Service”) shall be governed by this Master Subscription Agreement between you and RUSH TECHNOLOGIES Inc. (RTI) (“our”, “us”, “we”) under the following account details:

**Company Information**

Registered Company Name	
Registered Company Address	
Authorized Company Signatory	
Position of Authorized Company Signatory	
Authorized Company Representative	
Position of Authorized Company Representative	
Email Address of Company Representative	
Contact Number(s) of Company Representative	

**Billing Information**

Company Registration Number (SEC)	
Company TIN (BIR)	
Billing Address	
Authorized Billing Representative	
Position of Billing Representative	
Email Address of Billing Representative	
Contact Number(s) of Billing Representative	

**1. Subscription Package**

You understand and agree that the availed Subscription Package includes the following features. Should you opt to add additional features, RTI may charge you additional fees. Should you opt to avail another Subscription Package, a new Master Service Agreement should be signed.

- E-Store Subscription Packages

RUSH eStore Rate Card				
	SPARK	BOLT	DASH	POWER
Monthly Service Fee (VAT Exempt)	₱ 2,500	₱ 5,000	₱ 15,000	₱ 50,000
No of Transactions	UNLIMITED			
Transaction Fee Website and App Payment	5%	4.5%	4.0%	3.5%
	STORES			
Brands	UNLIMITED			
Branches	UNLIMITED			
Products	UNLIMITED			
	ENGAGEMENT (SMS)			
Free Autogenerated SMS	UNLIMITED			
	END USER CHANNELS			
Website	✓	✓	Avail of all 3.	Avail of all 3.
GLife on GCash	N/A	✓		
Mobile App	N/A	N/A		
Loyalty (Points)	N/A	N/A	N/A	✓
	MERCHANT APP			
Store Access	UNLIMITED			
	THIRD-PARTY LOGISTICS**			
Online and Cash on Delivery Payment	Base Rate: ₱ 70.00 Per succeeding KM: + ₱ 7.00			

Merchant may opt to use their in-house couriers/riders in lieu of RTI’s Third-Party Logistics.

- Loyalty Subscription Packages

RUSH Loyalty Rate Card				
	BUILD	ELEVATE	ADVANCE	ULTIMATE
Monthly Service Fee (VAT Exempt)	₱ 15,000	₱ 50,000	₱ 150,000	₱ 300,000
Registered Users (Max)	60,000	250,000	1,000,000	3,000,000
Cost per excess user	₱ 1.00	₱ 0.75	₱ 0.50	₱ 0.25
	STORES			
Brands	UNLIMITED			
Branches	UNLIMITED			
Enrolled employees	UNLIMITED			
	ENGAGEMENT (SMS)			
Free Autogenerated SMS	UNLIMITED			
	END USER CHANNELS			
Website	✓	✓	✓	✓
Customer App	N/A	✓	✓	✓
Merchant App	✓	✓	✓	✓
API	N/A	N/A	✓	✓
	PROGRAM			
Privilege card	N/A	Choose only one.	✓	✓
Points	✓		✓	✓

The Subscription Package Pricing excludes Application Programming Interface (API) integration with the Merchant’s existing systems (i.e. POS, Payment Gateways, Website, Mobile Applications, etc.).

Rates are also subject to change with 60 days prior written notice via RTI’s official communication channels.

Use of the Subscription Package is also subject to the Terms of Service detailed in Annex A.

**2. Subscription Term and Cancellation**

The Subscription Package shall be in effect from [redacted] and shall recur on a monthly basis unless Merchant cancels the Subscription Package via an email to [accounts@rush.ph](mailto:accounts@rush.ph) at least 30 days before the lapse of the current term or RTI terminates the Service. If for any reason this Agreement is terminated prior to the minimum period, no refund shall be issued to the Merchant. Details of the Subscription Package cancellation are illustrated under Table 2.a.

RTI reserves the right to terminate the Service with prior written notice to the Merchant via RTI’s official communication channels in the event that circumstances arise which prevent RTI from providing the Service. In such an event, the Merchant shall be allowed to download its data from the Service prior to the termination of the service takes effect.

**Table 2.a. Subscription Package Cancellation**

Action	Service Level Agreement
Merchant sends cancellation request to <a href="mailto:accounts@rush.ph">accounts@rush.ph</a>	N/A
<a href="mailto:accounts@rush.ph">accounts@rush.ph</a> sends an acknowledgement upon receipt of cancellation request	1 Business Day
RTI cancels debit or credit card recurring charging RTI terminates the Service	1 Business Day
<a href="mailto:accounts@rush.ph">accounts@rush.ph</a> sends a cancellation confirmation to Merchant	1 Business Day

**3. Payment and Termination of Service**

Payment Methods. The Merchant may choose to pay for the Subscription Package through Debit or Credit Card (PayPal and Mastercard or VISA).

You will provide RTI’s accredited payment gateway(s) with valid and updated Debit or Credit Card information. If you provide such information to RTI, you hereby authorize RTI to charge such Debit or Credit Card for the Subscription Package indicated in the invoice.

Fees. You will pay all fees specified in the invoice. Except as otherwise specified herein, (a) fees are based on the availed Subscription Package and not on actual Service usage and (b) payment obligations are non-cancelable and fees paid are non-refundable. Fees and charges indicated are VAT exclusive. In addition to the Fees and charges, VAT and other applicable taxes shall be charged to the Merchant.

Non-payment of any amount due to RTI under this Agreement shall give RTI the right, at its sole discretion, to suspend and/or terminate Merchant’s access to the Service.

If we are not able to process payment of Fees using RTI's accredited payment gateway(s), we will make a second attempt to process payment using RTI's accredited payment gateway(s), typically 3 days later, but RTI may attempt sooner. If the second attempt is not successful, we may suspend and revoke access to your Service, specifically the Content Management System (CMS) and applicable Merchant Application. Your Service will be reactivated upon your payment of any outstanding Fees. You may not be able to access your Service during the period of suspension.

Terms and conditions relating to fees and commercial terms shall be subject to change and/or adjustment due to prevailing market price and other commercial terms or conditions not within the control of RTI.

Termination of Service. RTI has the right to terminate its rendering of Service should any of our payment gateways detect a payment decline or if RTI's accredited payment gateway could not process the recurring payment in any of the Payment Methods used for a period of 30 days from the payment due date.

Effect of Termination. Merchant understands and agrees that once its Service is terminated due to non-payment of any amount due to RTI, all information in the Service Database that relates to Merchant's Subscription Package may, at RTI's sole discretion, be permanently deleted without incurring any liability to the Merchant or any End-User of Merchant's Subscription Package.

The Merchant should have downloaded and deleted its data from the Service by the time the Subscription Package expires or is terminated. Any Merchant data remaining in the Service after the expiration or termination of the Subscription Package will be deleted.

Upon any termination of this Agreement, the Merchant shall immediately discontinue the use of the Service. All provisions regarding indemnification, warranty, liability and limits thereon, and confidentiality and/or protection of proprietary rights and trade secrets shall survive indefinitely or until the expiration of any time period specified elsewhere in this Agreement with respect to the provision in question, and the termination of this Agreement shall not relieve Merchant of its obligations to pay accrued fees.

Refunds. RTI does not provide refunds for any amount paid prior to Subscription Package cancellation and/or Service termination.

**RUSH TECHNOLOGIES Inc. (RTI)**

By:



**Jeferson A. Cruz**

Chief Commercial Officer

[Redacted Signature]

By:

[Redacted Signature]

[Redacted Title]

**Annex A**  
**Terms of Service**

We (RTI) reserve the right at any time, and from time to time, to modify the Terms of Service as the RUSH Software may reasonably require according to Our sole discretion with or without notice (unless otherwise required by applicable law). Said revisions or modifications shall be posted in the RUSH website: [www.help.rush.ph](http://www.help.rush.ph) and, once published therein, shall become binding on You. It shall be Your obligation to be informed thereof by accessing, from time to time, such website where the latest version of this Terms of Service may be found. Your continued use of the Service shall be deemed an acceptance of any revision or modification of this Terms of Service.

**I. Definitions**

Affiliate	Any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
Ancillary Fees	Amounts due to RTI for availing of any optional add-ons, such as, but not limited to, SMS sending, whitelisting services, electronic vouchers.
Authorized Company Representative	The duly recognized representative of the Merchant who is authorized to transact with RTI on behalf of the Merchant.
Component	Refers to any or all of the following channels for accessing the various features of the Service: (1) Content Management System, (2) Merchant Mobile or Tablet Application, (5) Merchant Web Portal, (4) Customer Mobile Application, (5) Customer Web Portal.
Application Programming Interface (API)	Documentation from either party that defines methods of communication between software Components; this includes but is not limited to web-based, database, point of sale, and operating systems.
Point of Sale (POS) System	Software suites that may include but is not limited to sale, inventory, stock counting, vendor ordering, and reporting modules.
Level 2 and Level 3 Support	L2 Support - RTI's business and technical operations team who will receive and assess Service concerns; they may also resolve minor concerns and transfer major concerns to L3 Support. L3 Support - RTI's technical development team who will resolve minor and major concerns transferred from L2 Support.
Confidential Information	Shall include, but not be limited to services or planned services, processes and/or procedures, technological achievements and interests, customers and potential customers, business prospects, financial statements and information, financial situation and corporate

	plans, internal activities, future plans of both parties, and other information deemed proprietary or confidential by the Disclosing Party or any other matter in which the Disclosing Party may have any interest whatsoever.
Content Management System (CMS)	The tool which enables the Merchant to configure the other Components of the Service.
Customer	Refers to Merchant's customer who purchases and/or avails of Merchant's goods and/or services.
Customer Database	The repository for all Customer information collected from any of the Components of the Service.
Customer Mobile Application	Refers to the Component of the Service that allows Customers to, among others, register to the Merchant's availed Subscription Package. This is also alternatively referred to as "Customer App."
Customer Registration	The action by the Customer that entails the download and registration for use of the Customer Mobile App.
Data	Any Merchant, Customer, or End-User information that will be collected through or by the Service.
Data Analytics	The feature of the Service which converts raw data into useful charts and output for better analysis of Merchant.
Employee	Merchant's employee authorized by the Merchant to use the Service for the availed Subscription Package.
End-user/s	Either an Employee or Customer that uses the Service in relation to the availed Subscription Package and who has a unique account accessible via his/her own username and password.
Fees	Amounts due to RTI for availing a Subscription Package.
Master Subscription Agreement	The Agreement for the provision of the Service to the Merchant and its End-User(s).
Merchant	The company or other legal entity availing of the RUSH Software.
Merchant Account	The login credentials of a Merchant to the Service which includes, but is not limited to, username, password, profile details, and program information. This account can access the Content Management System where Employees will be enrolled and given individual Employee accounts.
Content Management System	This refers to the Component of the Service that allows a Merchant to configure the availed Subscription Package. This is alternatively referred to as the "CMS"
Merchant Mobile or Tablet Application	This refers to the Component of the Service that allows Merchant's Employees to, among others, register and access Customer accounts, and fulfill Customer orders. This is alternatively referred to as "Merchant App."
Merchant-brand ed/branding	Items, content, interface, and the like that makes use of Merchant's markings (including, but not limited to, logos, trademarks, copyrights, etc.).
App Notifications	In-app alerts, and notifications which inform End-Users of activities including, but not limited to, transactions and promos.
Party	Refers individually either to Merchant or to RUSH TECHNOLOGIES Inc. (RTI).

Parties	Refer collectively to Merchant and RUSH TECHNOLOGIES Inc. (RTI).
Password	A system-generated or user-generated security key for an End-user's Account that enables the End-user's access into at least one of the Components of the Service.
Personal Information	An End-user's credentials including, but not limited to, name, age, gender, mobile number, email address, and other information from which the identity of an End-user is apparent or can reasonably and directly be ascertained, or when put together with other information would directly and certainly identify an End-user.
Service Level Agreement (SLA)	Refers to the agreement detailing the required response and reService time in case of unexpected downtime of the Service.
Short Message Service (SMS)	The Service's CMS tool enables this function.
Sender Identification (ID)	The label that will appear as sender when the Merchant sends SMS to its Customers consisting of 11-alphanumeric characters (no special characters such as space, comma, period, etc.).
Service	Refers to the RUSH Software and its Components
Subscription Package	The right to access the Service at corresponding fees for a defined period of time.
Transaction Log	The repository for all transactions made using the Service.
Us or We or Our	RUSH TECHNOLOGIES Inc. (RTI).
Username	A unique identifier for a user's account in the Service.
You or Your	The Merchant or the company or other legal entity for which you are accepting the Master Subscription Agreement including Affiliates of that company.

## II. Use of the Service

Subscription. The right to access and/or use the Service will be granted through a valid and active Subscription Package for a corresponding Fee specified in this Terms of Service. You agree that the availment of a Subscription Package is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comment made by RTI regarding future roadmap.

Terms of Use. End-Users of the Service will be governed by the corresponding Terms of Service which they need to agree to, in order to use the Service.

## III. Our Responsibilities

- A. Provision of Service. We will (a) make the Service available to You pursuant to this Terms of Service, (b) provide applicable maintenance and support for the Service to You, and (c) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give advanced notice via RTI's official communication channels), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strike, or other labor problem, internet service provider failure or delay, or denial of service attack.
- B. Protection of Your Data. We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Those safeguards will include, but will not be limited to, measures for

preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Services and prevent or address service or technical problems, and (b) when compelled by law.

C. Data Retention.

1. Account and Contact Information. We will only retain such data as long as necessary for the purpose for which it was collected, as laid out in our privacy policy and terms of service, including any legal retention period, or as long as necessary to carry out a legitimate and reasonable promotion of our products and services.
2. Customer, Organization, Rewards, and Product Data. We will only retain this data as long as necessary for providing the Service you have subscribed to. Should you cancel your Subscription Package, your data will be kept for one (1) day. Afterwhich, it shall be permanently deleted.
3. Transaction Data. We will only retain this data as long as necessary for providing the Service you have subscribed to for up to 13 months, afterwhich, it shall be deleted. Should you cancel your Subscription Package, the remaining transaction data will be kept for one (1) day. Afterwhich, it shall be permanently deleted.
4. Other Service Data. Other data hosted inside the RUSH Software will be retained as long as necessary for providing the Service you have subscribed to or up to 13 months whichever RTI deemed is necessary for the Service you have subscribed to. Should you cancel your Subscription Package, the remaining transaction data will be kept for one (1) day. Afterwhich, it shall be permanently deleted.
5. Suspended Subscriptions Packages. In the event of suspension due to non-payment, data shall be kept in the RUSH Software for thirty (30) days. Afterwhich, it shall be permanently deleted.

**IV. Your Responsibilities**

- A. Management of the Service. You shall be responsible for setting up, managing, and modifying your Service based on Your Subscription Package, which includes but is not limited to configuring the mechanics, uploading mobile application and End-user interface design assets, and using the functions and tools available in the CMS.

You shall be responsible for providing access to the Service to Your Employees via the CMS.

You warrant that any user who makes any transaction or modification to any of Your Components is authorized to do so.

You shall be solely responsible for any and all necessary government or legal permits required to offer your Products and/or Promotions to your Customers.

- B. Branding and Marketing.

You grant RTI permission to use your trademarks, logos, service marks, or other designations for the design and branding of the Service for the Term of the Subscription Package, and sending of communication to your End-Users regarding technical concerns involving the Service.

You undertake and warrant that you shall provide and grant access to non-infringing branding materials and/or content to RTI for the Service’s



branding and/or aesthetic purposes. In the event of a claim that any content submitted infringes any intellectual property, you undertake and warrant that you shall hold RTI free, harmless, and indemnified against any and all liability arising from, in relation to, or in connection with such claim.

You are responsible for the content and transmission of your messages to End-Users via the Content Management System (CMS), which includes but is not limited to SMS and App Notifications. You agree to abide by the applicable laws, rules, regulations, guidelines and policies of the government including, but not limited to, the National Telecommunications Commission (NTC) relating to broadcast messaging services or SMS to End-Users for advisory, advertising, and promotional uses. Accordingly, you hereby undertake to hold RTI free, harmless and indemnified against any and all liabilities, of whatever nature, arising from, in relation to, or in connection with your violation of or failure to comply with applicable laws, rules, regulations, guidelines and policies of the government.

1. You can send promotional messages via the CMS Tool only to End-Users within the Customer Database of Your Service.
2. App Notifications.
  - a) You agree not to publish content containing or depicting any of the following:
    - (1) Adult Content - any advertisement containing, depicting, or promoting nudity/ profanity/ violence;
    - (2) Alcohol - any advertisement promoting the use of alcohol;
    - (3) Drugs - any advertisement depicting or promoting the use of drugs and other illegal substances;
    - (4) Gambling - any advertisement promoting gambling; and
    - (5) Tobacco - any advertisement promoting the use of tobacco.
  - b) You agree to limit Mobile App Notifications to two (2) per day per Customer.
3. SMS Blast/Messaging.
  - a) You will be charged a corresponding amount for every 140-character SMS sent.
  - b) You are responsible for inputting Sender Identification that will be used as Your identifier when sending SMS notifications to Your Customers.
  - c) You agree not to publish content containing any of the following:
    - (1) Adult Content - any advertisement containing, depicting, or promoting nudity/profanity/ violence;
    - (2) Alcohol - any advertisement promoting the use of alcohol;
    - (3) Drugs - any advertisement depicting or promoting the use of drugs and other illegal substances;
    - (4) Gambling - any advertisement promoting gambling; and
    - (5) Tobacco - any advertisement promoting the use of tobacco.
  - d) You agree to send Your Customers SMSs from 7AM - 7PM only.
  - e) You agree to be limited to two (2) SMS per week per Customer.
  - f) You agree that the maximum character count per SMS is 420 characters.

You will neither use nor allow or cause the Service to be used to post, transmit, distribute, link to, or solicit content that creates a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message.

C. Content, Data, and Security.

You agree and warrant that you shall not upload, post, email or otherwise transmit any content that:

1. Is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, indecent, offensive, vulgar, obscene, libelous, invasive of another's privacy, hateful, defamatory or racially, ethnically objectionable; and
2. Infringes any copyrights patent, trademark, trade secret, copyright or any other intellectual property, personal rights of any person, or violates any obligation of confidence or any other proprietary right of any party; violates any regulatory requirement or codes applicable under Philippine Laws, or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law.

Subject to our compliance with existing data privacy laws, You consent that We may use End-User data solely for purposes of planning, research, design, and marketing of the RUSH Software or any future software of RTI and its subsidiaries and affiliates. You acknowledge that upon access to the Service, We may collect and process the following information:

1. Anonymous web and mobile application statistics collected as End-Users browse and use the Service/s
2. Personal Information that the Merchant and its End-Users and Customers knowingly provide via the Service.

Username and password.

1. After sign-up, You will be issued a temporary password via the email address of your Authorized Company Representative to access Your account. Once You have accessed Your account, You will be prompted to change Your password to one that You prefer.
2. You understand that while the Service has various internal security measures designed to protect its users, You hereby assume sole responsibility for the security of Merchant Account, as well as the confidentiality of any email address, Username and/or Password associated with such email and/or Merchant Account. All access to the Service and any Service availed using such email address, Username and/or Password shall be presumed made or authorized by You. Accordingly, you shall ensure that access to the Service shall only be limited to the designated individuals whose credentials are enrolled to minimize the probability of hacking and/or fraudulent or unauthorized transactions.
3. You and Your Employees shall not disclose to any person the password to login and shall not permit or authorize any other person to use the login credentials and password (access security) for any purpose whatsoever. You shall hold RTI free, harmless and indemnified against any and all damage, claim, or liability arising from the failure to enforce such access security policy by institutionalizing login and password security policy. RTI shall not be liable for security breaches for Your failure to implement the same.
4. You shall adopt a policy, whereby your Employees upon learning that any other person has acquired knowledge of the password to login or has used the password provided to access or use the Service or effect any transaction (whether with or without prior knowledge and consent), You or Your Employee shall:
  - a) Immediately notify RTI thereof (within 2 hours from suspicion);

- b) Provide RTI any other information relating thereto as RTI may require so it may suspend log-in credentials and supply temporary credentials; and
  - c) Change the temporary password as desired.
- 5. Merchant shall be bound by any transaction effected by any person using the password prior to RTI's receipt of notice thereof under Section 4.a. above or prior to Merchant changing the password as required under Section 4.c. above, whichever comes first.
- 6. You agree to use the Service in a manner consistent with all applicable laws and regulations and are solely responsible for all acts or omissions that occur under Your or Your employees' respective account or password.
- 7. Merchant and its Employees will exercise the highest degree of effort to keep usernames and passwords private and exclusive for use on a one-is-to-one basis.

Parties shall adhere to and abide by applicable data privacy and data protection laws, rules, and regulations, and RTI's data privacy policies.

Parties shall obtain all required consents under the applicable privacy and data protection law before providing Personal Information. This includes the obligation to obtain the End User's acceptance of the Service. Parties shall exercise strict confidentiality and employ reasonable measures to ensure to hold such customer data information with strictest confidence in accordance with this Terms of Service.

You acknowledge that We may use Your and your Customers' Personal Information to the extent necessary to comply with the requirements of the law and legal processes.

You allow Us to access and disclose data from, about or related to you, pursuant to any order of any court or tribunal, to any law enforcement or other government authority, court or tribunal, subject to Us giving prior notice to You of such order by any court, tribunal or government authority.

- D. You agree and understand that We may update/change the RUSH Software version from time to time as part of RUSH Software upgrades.
- E. Subject to the Terms of Service, You accept/consent that some portions of the Service may require that Personal Information be provided by End-Users. Such Personal Information refers to any and all information relating to the End Users (including, but not limited to the name, contact number, email address, mailing address, and transaction information) obtained via access to or use of the Services.
- F. You shall allow Us to gain access to data tied to Your account as required for operations.

## **V. Proprietary Rights and Licenses**

- A. "Intellectual Property (IP)" shall mean any present or future development work, copyright, patent, trade-mark, trade name, service mark, design, program, procedure and method of computation, trade secret, data model, invention, drawing, plan, specification, process or similar property. Without limiting the

generality of the foregoing, this may include patents, trademarks, service marks, design right (whether registerable or otherwise), domain names, applications for any of the foregoing, trade secrets, copyright, know-how, trade or business names and other similar rights or obligations whether registrable or not in any country; any and all technical or commercial information, including, but not limited to the following: software (object and source code), manufacturing techniques and designs; specifications and formulae; know-how, data, systems and processes; production methods; trade secrets; undisclosed inventions; financial and marketing information; as well as registered or unregistered intellectual property in the form of patents, trademarks, designs, and copyright in any works, including Applications, Software, hardware, and other Intellectual Property for which RTI or its Third Party vendors has rights and interests to.

- B. All Intellectual Property and IP rights created prior to the commencement of the Master Subscription Agreement shall be and remain the property and right of the Party which created the same or for which it has license to or right thereto and shall be referred to as "Intellectual Property" (IP).
- C. The Merchant agrees and acknowledges that it shall not acquire any right, title or interest in any copyright or other proprietary rights in the design of the Service/s including modification, agrees not to remove, suppress or modify in any way any proprietary marking, including any trademark or copyright notice, on or in the Service/s or which is visible during its operation.
- D. Except as permitted by this Terms of Service, the Merchant and its End-Users shall not:
  - 1. Attempt to decompile, disassemble, modify the source code of, or reverse engineer the IP;
  - 2. Use, reproduce, transmit, modify, adapt or translate the IP;
  - 3. Rent, lease, license, transfer, assign, sell or otherwise provide access to the IP on a temporary or permanent basis;
  - 4. Use or cause or allow a Third Party to use the Service and Services in any way to develop competing Service or services;
  - 5. Use any Third Party Intellectual Property or components on a standalone basis unless such standalone use is authorized expressly by RTI or RTI's Third Party Vendors; nor alter, remove or cover proprietary notices in or on the IP.

## **VI. Confidentiality**

- A. All communications or data, in any form, whether tangible or intangible, which are disclosed or furnished by any director, officer, employee, agent, or consultant of any department or business area of any party hereto, including their affiliates and subsidiaries, (hereinafter "Disclosing Party") to the other party, including their affiliates and subsidiaries, (hereinafter "Receiving Party") and which are to be protected hereunder against unrestricted disclosure or competitive use by the receiving party shall be deemed to be "Confidential Information". The Receiving Party shall not disclose, reproduce, or disseminate such confidential information to anyone, except to those employees and consultants (including employees and consultants of its parent, subsidiaries and affiliates) who have a need to know such Confidential Information for the purpose for which it is disclosed.
- B. As used herein, the term "Confidential Information" shall mean all non-public, confidential or proprietary information disclosed hereunder, in any tangible or

intangible form, such as but not limited to written, oral, visual, audio, those produced by electronic media, or through any other means, that is designated as confidential or that by its nature or circumstances surrounding its disclosure, should be reasonably considered as confidential.

- C. Confidential Information shall include, but not be limited to, products or planned products, processes and/or procedures, technological achievements and interests, customers and potential customers, business prospects, financial statements and information, financial situation and corporate plans, internal activities, future plans of both parties, and other information deemed proprietary or confidential by the Disclosing Party or any other matter in which the Disclosing Party may have any interest whatsoever.
- D. Each Disclosing Party hereby represents and warrants to the Receiving Party that it has lawful rights to provide the confidential information.

## **VII. Data Privacy**

RTI complies with the requirements of the Data Privacy Act of 2012, its Rules and regulations, other applicable laws, and other issuances of the National Privacy Commission, in addition to the obligations provided in this Terms of Service.

In case RTI acts as a personal information processor, as defined in the Data Privacy Act of 2012, the Merchant warrants that it shall only process the personal information to the extent and for the purpose of fulfilling the services set out in this Terms of Service.

In particular, RTI warrants that:

1. It ensures that an obligation of confidentiality is imposed on persons authorized to process the Personal Data;
2. It implements appropriate security measures and complies with the Data Privacy Act of 2012, its Implementing Rules, and other issuances of the Commission;
3. In cases where it will be necessary to engage another processor, any such arrangement shall ensure that the same obligations for data protection under this Terms of Service are implemented, taking into account the nature of the processing;
4. It deletes (or returns all personal data to the Merchant) after the end of the provision of services relating to the processing;
5. It implements policies and procedures in the event of a Security or Data Privacy incident, including but not limited to:
  - a. A procedure for the timely discovery of Security or Data Privacy incident, including the identification of person or persons responsible for regular monitoring and evaluation of Security or Data Privacy incident;
  - b. A policy for documentation, regular review, evaluation, and updating of the privacy and security policy and practices;
  - c. A clear reporting lines in the event of a possible Security or Data Privacy Incident Breach, including the identification of a person responsible for setting in motion the Security or Data Privacy incident response procedure, and who shall be immediately contacted in the event of a possible or confirmed Security or Data Privacy incident;
  - d. A process to conduct a preliminary assessment for purposes of:
    1. Assessing the nature and scope of the Security or Data Privacy incident and the immediate damage;

2. Determining the need for notification of law enforcement or external expertise; and
3. Implementing immediate measures necessary to secure any evidence, contain the Security or Data Privacy incident and restore integrity to the Personal Data;
- e. A process of evaluating the Security or Data Privacy incident as to its nature, extent, and cause, the adequacy of safeguards in place, immediate and long-term damage, the impact of the breach, and its potential harm and negative consequences to Personal Data and affected Data Subjects;
- f. A procedure for contacting law enforcement in case Security or Data Privacy incident involves the possible commission of criminal acts;
- g. A process of conducting of investigations that will evaluate fully the Security or Data Privacy incident;
- h. A procedure for immediately notifying all end-users when the Security or Data Privacy incident is subject to notification requirement; and
- i. A list of measures and procedures for mitigating the possible harm and negative consequences to the end-users in the event of a Security or Data Privacy incident.
6. RTI is ready to provide assistance to any Customer whose Personal Data may have been affected.
7. It has the manpower, system, facilities, and equipment in place to properly monitor access to Personal Data, and to monitor and identify a Security or Data Privacy incident. If RTI becomes aware of any Security or Data Privacy breach on its Personnel, premises, facilities, system, or equipment, it shall:
  - a. Notify Merchants of the Security or Data Privacy Breach via e-mail within twenty-four (24) hours from knowledge or discovery thereof.

In the notification, RTI will specify (a) the time, date, location, and description of the breach, including a description of affected and/or potentially affected Personal Data; (b) the categories and approximate number of Data Subjects and records concerned; (c) assessment of the likely consequences of the breach; and (d) measures taken and/or to be taken to mitigate the consequences of the breach;

  - b. Investigate the Security or Data Privacy Breach and provide the end-users with information about the Security or Data Privacy Breach, and apprised of any additional information related to the breach that may become available after initial notification; and
  - c. Take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security or Data Privacy Breach, and undertake immediate action to prevent a repeated occurrence of the breach.
8. Shall cooperate with the Customers on incident investigation requirements for any Security or Data Privacy Breach of Personal Data.

## **VIII. Representations, Warranties, Exclusive Remedies and Disclaimers**

- A. RTI makes no warranty of merchantability, fitness for a particular purpose (including Merchant's compliance with its statutory or regulatory obligations), or arising from a course of performance, dealing or usage of trade.

- B. RTI does not warrant that the Service is error-free. RTI will use reasonable commercial efforts to effect the rectification.
- C. There is no such thing as perfect security, and RTI cannot guarantee or warrant the security of any Data (including Confidential Information or Personal Information) that RTI receives and stores on the RTI network systems.
- D. The Merchant will remain duly organized and validly existing in good standing under the laws of the jurisdiction of its incorporation and has all requisite power and authority to conduct its business, own its properties, and execute, deliver and perform its duties, obligations, undertakings, warranties and covenants under this Terms of Service.
- E. The execution, delivery, and performance by the Merchant of this Terms of Service have been duly authorized by all necessary corporate action, and do not and will not contravene any provision of the Merchant's constitutional documents or any indenture, contract or agreement to which the Merchant is a party or by which it or its properties may be bound, or any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect applicable to the Merchant.
- F. All actions, conditions and things required by any applicable law or regulation to be taken, fulfilled and done, including the obtaining of any necessary authorizations, approvals, permits, licenses and consents, in order to enable the Merchant lawfully to enter into, exercise its rights and perform and comply with its obligations under this Terms of Service, to ensure that those obligations are valid, legally binding and enforceable and to make this Terms of Service admissible in evidence in any court of competent jurisdiction have been taken, fulfilled and done in all material respects.
- G. In entering into the Master Subscription Agreement, the Merchant has relied on its own judgment and has not relied upon any representations, warranties or statements made or purported to be made by RUSH TECHNOLOGIES Inc. (RTI). and/or its subsidiaries and/or Affiliates (other than others expressly set out in this Terms of Service).
- H. So far as the Merchant is aware, no litigation, arbitration or administrative proceeding is current, pending or threatened to restrain the entry into, exercise of any of its rights under and/or performance or enforcement of or compliance with any of its obligations under this Terms of Service, and the Merchant is not subject to any outstanding judgment, rule, order, statement of claim, injunction or decree of any court, governmental or regulatory authority or body acting in an arbitral or adjudicative capacity, that may affect its ability to perform its obligations under this Terms of Service.
- I. Any and all documents, certificates, statements, accounts, and other information provided to RUSH TECHNOLOGIES Inc. (RTI). by or on behalf of the Merchant in connection with the Merchant's affairs and business, any services and/or this Terms of Service are true, accurate and complete in all respects (and the Merchant acknowledges that RUSH TECHNOLOGIES Inc. (RTI). had relied on such information in deciding to enter into the Master Subscription Agreement with the Merchant).

## **IX. Indemnification and Liability**

- A. Merchant agrees to indemnify, defend and hold harmless RTI, its parent companies, business partners, directors, officers, employees, agents, and any third-party vendors from and against any and all claims, losses, expenses, damages and costs, expenses demands (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of Merchant's negligent or improper use of the Service, misuse, improper use of data or content, unlawful exposure of data or inability to use the Service due to causes attributable to the Merchant, or unlawful use of content, or any breach by the Merchant of this Terms of Service or Merchant's act, omission, fault, negligence, gross negligence, willful misconduct or for violation of any rights of another. These obligations will survive any termination of Merchant relationship with RTI or Merchant use of the Service.
- B. RTI's possible liability is strictly limited to the extent of this Terms of Service. RTI shall not be subjected to any form of liability arising out of or in connection with the ordinary course of business of the Merchant.
- C. Notwithstanding any other provision of this Terms of Service, the maximum aggregate liability of RTI to the Merchant arising out of or in connection with this Terms of Service, whether based on breach of contract, statutory warranty or otherwise, shall be strictly limited to an amount equal to the Service Fees actually received by RTI under this Terms of Service for the year immediately preceding the event which gave rise to such liability.
- D. In no event will RTI be liable for any damages whatsoever, including, but not limited to any indirect, incidental, consequential, special, exemplary or other indirect damages arising out of (i) the negligent or improper use of or inability to use of the Service, or the content due to causes attributable to the Merchant, (ii) any transaction conducted through or facilitated by the Service without any form of involvement or participation by RTI; (iii) any claim attributable to errors, omissions, or other inaccuracies in the Service and/or the content, wherein such errors, omissions or other inaccuracies in the Service and/or the content are attributable to the Merchant, (iv) unauthorized access to or alteration of Customer transmissions or data not attributable to RTI, or (v) any other matter relating to the Service, or the content without any form of involvement or participation by RTI, even if advised of the possibility of such damages.
- E. RTI reserves the right to refuse liability outside of jurisdictions in which it cannot be held accountable.

**X. Who You Are Contracting With, Notices, Governing Law, and Jurisdiction**

- A. You are contracting with RUSH TECHNOLOGIES Inc. (RTI). with office address at 2F Globe Telecom Plaza Tower 1, Pioneer corner Madison Streets, Barangka Ilaya, Mandaluyong City, Philippines 1552.
- B. All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and may be delivered personally or sent via electronic means such as email to [accounts@rush.ph](mailto:accounts@rush.ph).
- C. Philippine Law governs the interpretation of this Agreement and applies to claims for breach of it. All other claims, including claims regarding breach of contract, breach of warranty, consumer protection laws, will be subject to



Philippine laws. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, will be referred to by exhausting good faith negotiations.

**XI. Miscellaneous Provisions**

- A. Neither party shall assign the Master Subscription Agreement without the prior written consent of the other. Consent however, shall not be unreasonably withheld.
- B. No failure by either to exercise, and no delay on its part in exercising, any right or remedy under this Terms of Service will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Terms of Service are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- C. No Party shall be held responsible for any delay or failure in performance of any part of its obligations under this Terms of Service caused beyond its reasonable control and without the fault or negligence of the delayed or non-conforming Party.
- D. Each Party shall bear all costs incurred by it in connection with the preparation, negotiation and entry into the Master Subscription Agreement.

**Annex B**  
**Third Parties**

**I. Logistics**

- A. Merchants have the responsibility to fulfill and ensure that Customers receive the items ordered. Unless otherwise agreed with RTI, Merchant should make the necessary arrangements on their own to have the purchased item delivered to the Customer within the time frames that Merchant has committed to Customer.
- B. RTI does not make any warranty or representation on the services of Third Party Couriers.
- C. RTI shall not be held responsible whatsoever for the Third Party Courier's action, negligence, failure, lateness, or rejection to provide transportation services. Neither shall RTI be held liable for the safety, reliability, compatibility, or capability of the Third Party Courier during the fulfillment of the Third Party Courier's obligations in delivering the items. Merchant shall hold RTI and the RTI indemnified persons harmless and free from liability from any and all claims, responsibilities, causes, or damages.
- D. Merchants bear all risk attached to the delivery of the purchased item(s). In the event where the purchased item(s) is damaged or lost, or there is failure of delivery during the course of delivery, Merchants acknowledge and agree that RTI will not be liable for any damage, expense, cost or fees resulted therefrom, and Merchant and/or Buyer must reach out to the logistic service provider to resolve such dispute.
- E. The following are the applicable terms and conditions of MyTaxi.PH, Inc. ("GRAB") regarding lost and damaged items. These are replicated below for guidance and reference. The Merchant ultimately has the responsibility to coordinate directly with GRAB in the event of any damage and loss to items purchased.

**GRAB Policy for Damages and Loss**

Section 1: Performance Requirements

GRAB shall provide the proper delivery time Service Level Agreement based on the matrix in Figure A. In the event that GRAB fails to meet the delivery time indicated, End User may make a claim and follow the procedures under Section 2.

Figure A:

Time incurred during delivery	Distance from Pick-Up to Recipient Address
30 minutes	The first 2 Kilometer
10 minutes	Every succeeding Kilometer

In the event that the Merchant encounters an issue in real time, they have the right to do the following:

1. Contact GRAB Viber group for immediate feedback. However, GRAB can change the feedback channel provided GRAB informs Merchant one (1) week before migration;
2. Cancel the ride if the option is still available;
3. If the parcel has already been delivered under circumstances covered in Section 2.1, the End User may request the rider to return to the pick-up location at no additional cost to return goods in question
4. Merchant may order another ride to replace the goods in question and will shoulder the cost of the new fare

Section 2: Claims

1. Failure to meet Service Level Agreement, Incorrect Recipient, Loss and Damage— claims of lost or damaged parcels during the delivery must be submitted through the GrabExpress merchant portal via this link below: <https://help.grab.com/merchant/en-ph/360038827571-i-want-to-report-a-lost-or-damaged-parcel>
2. Timing of Claims—Claims shall be filed by the appropriate party within twenty-four (24) hours of the time & date of the alleged order. Claims beyond such period shall be deemed invalid.
3. Claims must be submitted with the following requirements seven (7) calendar days upon successful filing.
4. GRAB has twenty-four (24) hours to acknowledge receipt of the claim and seven (7) calendar days thereafter to carry out an investigation and appropriate action taken against the rider.
5. Approved claims shall follow the commercial terms under the Figure 2 under Section 3

Section 3: Liability

1. Merchant and GRAB acknowledge and agree that the risk of loss to goods during transit shall be borne by GRAB once the GRAB rider leaves the pick-up location. The rider shall have the right to inspect each shipment for damage prior to leaving the pick-up location and shall have the right to refuse damaged goods tendered for delivery. In addition, GRAB riders shall note and bring to the attention of the appropriate store personnel at the location any damage detected prior to leaving the pick up location.
2. With respect to returnable goods, GRAB shall bear the risk of loss once the GRAB rider leaves the pick-up location where goods are tendered to it on behalf of the Merchant, until such time as the goods reach the ultimate recipient's destination.
3. GRAB bears the risk of loss for goods while in transit, GRAB shall arrange for appropriate insurance for such goods in transit, the cost of which shall be deemed to be included in the rates set forth in Figure B.

4. Both parties shall be liable to either party for any loss or injury to goods caused by the negligence or omissions or failure to act of either party.
5. GRAB's liability under this agreement shall be limited to the amount in Figure B. In no event will GRAB be liable for special, incidental or consequential damages regardless of its knowledge of the potential for such. GRAB shall not be liable for any loss or damage to the extent such is due to a force majeure event, or an act or default of the Merchant.

Figure B:

Philippine Peso (PHP) Value Per Trip	Applicable Insurance Coverage
Delivery Fare	The delivery fare of the order with approved claim
5,000	Pharmaceutical products, fashion jewelry, bottled beverages, perishable goods, cash and cash-equivalent items for Cash-On-Delivery transactions
10,000	Non-perishable goods, or all other parcel types handed over to its Rider Partners

**II. E-Store Payment Gateways**

- A. Creation of Merchant Identification. Upon initial set-up of the Service, you hereby authorize the use of RTI’s Merchant Identification (MID) accounts such as but not limited to GCash, Grab, and Paymongo for the collection of End-User payments on the Merchant’s behalf. Once the Merchant obtains its own MID accounts, proper migration of funds from RTI’s MID accounts to the Merchant’s MID accounts shall be conducted accordingly.
- B. Collection of End User Payment. We engage the services of third-party payment gateway providers (each, a “Payment Gateway”) to facilitate the payment of funds between you and your End-Users. If agreed on between us, you hereby authorize us to use a Payment Gateway to collect payments from buyers for the purchase of products through your E-store (“Gross Purchase Amount”).
- C. As such, you agree that we may hold any Gross Purchase Amount and shall make available and release the Gross Purchase Amount to you on a frequency as agreed on between us.
- D. The Payment Gateway charges a fee for all successful transactions completed on their platforms (the “Payment Gateway Fee”). The Payment Gateway Fee shall be communicated to you in writing and shall be shouldered by you. Following the successful completion of transactions, we shall deduct the Payment Gateway Fee from the Gross Purchase Amount prior to payout to you.
- E. We are not liable for any End-User transactions made through the Payment Gateway, and thus disclaim any and all liabilities for the following situations, among others: (a) failure of End Users to connect to the Payment Gateway in order to process payments, and (b) any rejections or declining of payment methods of End Users by the Payment Gateway.

**Annex C**  
**Service Level Agreement**

For incidents that concern third-party enablers of the Service such as but not limited to Logistics Providers and Payment Gateways, these incidents are not covered by the prescribed resolution time indicated on Table 1.

**Table 1: Contact Information and Resolution Time for Incidents and Requests**

L1 Support shall be provided by the Merchant while RTI shall provide L2 and L3 Support through the following channels and operating schedule:

- Email: support@rush.ph  
Availability: 8:00AM to 5:00PM, Mondays to Fridays
- Helpdesk Link: <https://help.rush.ph/knowledge>  
Availability: Anytime

Complete information regarding Resolution Time based on severity can be found in this link:  
<https://help.rush.ph/support/solutions/articles/67000620420-resolution-time>  
Last Updated on: Fri, 17 Dec, 2021 at 12:19 PM

**Table 2: Escalation Matrix for Incidents and Requests**

In the event that RTI fails to respond within the given response time based on Table 1, the following escalations shall apply:

Escalation Level	Designation	Email/URL	How/When to Escalate
1	Merchant Support	Solution Support support@rush.ph	Once an incident has been identified to be under the scope of the Solution, RUSH.
2	Merchant Experience	Joshua Romero jcromero@rush.ph	If escalation 1 is unresponsive given the time frame of the response based on Table 1.

3	Operations Head	Paolo Castaneda pscastaneda@rush.ph	If escalations 1 and 2 are unresponsive given the time frame of the response based on Table 1.
4	Chief Executive Officer	Stephanie Kubota steph@RTlentures.com	If escalations 1 to 3 are unresponsive given the time frame of the response based on Table 1.