



## TERMS OF SERVICE

### INTRODUCTION

1.1. Welcome to the MoneeInsure website ("Site"). These Terms of Service are a contract between you, **MoneeInsure General Insurance Co., Inc.**, and/or **MoneeInsure Life Insurance Co., Inc.** ("MoneeInsure") and they govern your use of all Services (as defined in Section 2). Please read the following Terms of Service carefully before accessing this Site and/or opening a MoneeInsure account ("Account") so that you are aware of your legal rights and obligations with respect to MoneeInsure and its affiliates (individually and collectively, "Company", "we", "us", or "our").

1.2. BY USING THE SERVICES, ACCESSING THE SITE OR OPENING AN ACCOUNT WITH US, YOU SIGNIFY YOUR IRREVOCABLE ACCEPTANCE OF THESE TERMS OF SERVICE, INCLUDING, BUT NOT LIMITED TO, ADDITIONAL TERMS AND CONDITIONS AND POLICIES SPECIFIED AND/OR RELATED TO HEREIN, INCLUDING, THE PRIVACY POLICY AND ANY INFORMATION MADE AVAILABLE ON THE SITE. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OUR SERVICES OR ACCESS THE SITE.

1.3. We have the right to revise these Terms of Service at any time. Your continued use of the Services, the Site, or your registration of an Account shall be deemed irrevocable acceptance of those revisions. If you do not agree to the changes, you may terminate your Account and discontinue any use of the Services and the Site.

1.4. We may at all times, at our sole and absolute discretion, change, modify, suspend or discontinue any portion of this Site or the Services, temporarily or permanently. We may release certain Services or features in a beta version, which may not work correctly or in the same way the final version may work, and we shall not be held liable in such instances. We may also impose limits on certain features or restrict your access to parts of, or the entire, Site or Services in our sole discretion.

1.5. We reserve the right to: (a) refuse to provide you access to the Services; (b) refuse to allow you to open an Account for any reason; and/or (c) take or refuse to take any other action in connection with the Services.

### DEFINITION

2.1. "**Affiliate**" means, with respect to an entity, any entity that Controls, is Controlled by, or is under common Control with, that entity, where "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, operating policies, or assets of that entity, whether by way of ownership of more than

50% of its voting or equity securities or assets, or by way of contract, management agreement, voting trust, or otherwise; provided that the term "Affiliates" shall include any variable interest entity regardless of whether any variable interest entity may be, or required to be, consolidated with that entity under generally accepted accounting principles;

2.2. **"Business Day"** means any day (other than a Saturday, Sunday or public holiday) in the Philippines;

2.3. **"Customer"** means an individual registered with the Company as a customer holding a policy who is eligible to register an Account on the Site;

2.4. **"Device"** means all electronic, wireless, communication, transmission, or telecommunication tools, hardware or media including and not limited to the internet, computer or mobile devices, terminal or system that may be required to access and use the Site;

2.5. **"Security Codes"** means passwords, personal identifiers, biometrics identifiers, digital identifiers, other codes (including one-time password or "OTP") and verification procedures whether set by you or us that would allow your access to our Services; and

2.6. **"Services"** means any insurance and other services facilities which we may offer to you from time to time via electronic means. They include (but are not limited to):

2.6.1. the Site and any access thereof; and

2.6.2. all product information, features, data, text, images, photographs, graphics, music, sounds, video (including live streams), messages, tags, content, programming, software, application services (including, without limitation, any mobile application services) or other materials made available; and

2.6.3. any insurance services via the Site or any electronic information, electronic advice, activity alerts, or any electronic modes of operating the Account in or outside the Philippines.

## **PRIVACY**

3.1. Your privacy is very important to us. To better protect your rights, we have provided our Privacy Policy to explain our privacy practices in detail. Please review the Privacy Policy to understand how we collect and use the information associated with your Account and/or your use of the Services. By using the Services or agreeing to these Terms of Service, you consent to our collection, use, disclosure and/or processing of your personal data or company data as described in the Privacy Policy.

## CONDITIONS OF USE

4.1. EXCEPT AS EXPRESSLY STATED HEREIN, THE INFORMATION CONTAINED ON THIS SITE IS NOT AN OFFER TO SELL OR A SOLICITATION TO BUY ANY INSURANCE PRODUCT, OR OTHER PRODUCT OR SERVICE BY THE COMPANY. All products and services are subject to the terms and conditions of any applicable agreements. All terms and conditions of your existing policies shall remain in full force and effect and unchanged by this Site. No security, insurance product or other product or service offered or sold by the Company will be effective in any jurisdiction in which such offer or solicitation, purchase or sale would be unlawful under the securities, insurance or other laws of such jurisdiction.

4.2. This Site may provide certain summary descriptions or other helpful information regarding the products and services provided by the Company. The Company attempts to be as accurate as possible; however, any such materials are intended to generally describe the products and services and are subject in all respects to the specific terms and conditions of the actual policy or product/service agreement to which they refer. Information provided on this Site is believed to be reliable when posted. However, we cannot guarantee that information will be accurate, complete and current at all times. All information in this Site is subject to modification from time to time without notice.

4.3. Registration of the Account may only be done through this Site. To register an Account on this Site, you are required to provide your applicable personal identification details, your mobile telephone number and select a password. We shall not be responsible for the validity, ownership, activity, and the capacity of the mobile phone number.

4.4. Upon the completion of the registration process, the Account will be opened by us, but not yet activated. Any activities may only be done after we have completed the verification process in accordance with these Terms of Service and the applicable law and regulations, which is when the Account status will become active.

4.5. The Customer may close the Account by contacting us in accordance with Section 11.1. We may also close the Account by giving the Customer notice in writing. Any closure of the Account or termination of the Services does not affect any of the Customer's or our pre-existing rights and obligations.

4.6. The Customer agrees that the Company has the right, at its sole and absolute discretion, to close, discontinue, block, or freeze, as the case may be, the Customer's Account and/or the Customer's use of the Services determined by us from time to time, in the event that any of the following cases occur:

4.6.1. Any of the Customer's Accounts is believed to have been misused, including but not limited for accommodating and/or supporting criminal activities and/or involved in fraud activities/intention relating to the Customer's Account and/or the Services, including any activities that inflict loss or damage to society, and other parties, and/or the Company;

#### 4.6.2. The Customer;

- a. provides data/information that is considered suspicious by us;
- b. provides data/information that is false, invalid or incomplete;
- c. is unwilling to provide any data/information requested by us in accordance with the applicable laws and regulations; and/or
- d. is subject to the sanctions screening implemented under the applicable laws and regulations.

## **REPRESENTATIONS AND WARRANTIES**

### 5.1. You represent and warrant, at all times, that:

5.1.1. you have full legal capacity and authority to open, maintain and operate all Accounts and Services you have with us, and to give us all instructions in connection with the foregoing, and to comply with your obligations under these Terms of Service;

5.1.2. you have the power and have obtained all authorisations, consents, licences, or approvals necessary to agree to these Terms of Service, and you will ensure the same are maintained in full force and effect;

5.1.3. your obligations under these Terms of Service are valid, binding and enforceable and will not breach any agreement, authorisations, consents, licences, or approvals or applicable law and regulations;

5.1.4. you will not use any Account or Service in a manner which would contravene any applicable laws and regulations, these Terms of Service, or such other guidelines or requirements by us may otherwise specify;

5.1.5. you are acting for your own account (i.e. you are the beneficial owner) and all Accounts belong to you as principal and not as trustee, agent, or nominee. In this regard, you also acknowledge that we do not have to recognise any person other than you as having any interest in the Account and you agree that you shall use the same signature for all Accounts;

5.1.6. you have not withheld any information, and all information you provide to us is true, accurate and complete and if there is a change in the information provided, you will report the change as soon as possible to us;

5.1.7. you do not have immunity from jurisdiction of any court or from legal process; and

5.1.8. you will provide us with any assistance, information, or documents that we may need from time to time (whether for us to comply with our obligations under

all applicable laws and regulations, to act on your instructions, for the operation of the Account or Service, or otherwise).

## **NOTICE**

6.1. Notices, information, documents, and communications will be sent in the manner we deem appropriate, including through an email from notifications@moneeinsure.com.ph.

## **ACCOUNTS AND SECURITY**

7.1. Your Security Code will be required for your Account login. The Customer is required to create a solid password, and must not use a combination that can be easily guessed or use personal information such as date of birth or address. The Customer is fully responsible for the security and the confidentiality of all the Site usage by the Customer and must take all precautions and reasonable care to prevent loss, theft, forgery, fraudulent or unauthorized use of the Services.

7.2. In the event that the Customer fails to enter the correct password and/or OTP several times, then the Customer's Account will be locked automatically and the Customer will be required to contact our Customer Care to unlock their Account.

7.3. The Customer must report to us as soon as possible when the Customer suspects or becomes aware: (a) that a Security Code has been lost, stolen or misused; (b) that a third-party is aware of any Security Code; or (c) where there has been unauthorized access to any of the Services. If the Customer informs us that a Security Code has been compromised, we may require the Customer to change and/or cease using their password or OTP.

7.4. The confidentiality of the Customer's security information is the sole responsibility of the Customer, as such information is equivalent to a written instruction signed by the Customer and shall be treated as an explicit authorization by the Customer for us to carry out any activity through the Site.

7.5. We will conduct a verification process that meets our security standards to enable the Customer to perform any applicable activities arising out of and/or in connection with the Site and/or the Services.

7.6. The Customer is also responsible for the performance and the security (including but not limited to taking all the necessary measures to prevent unauthorized use or access) of any Device used by the Customer to access the Site.

7.7. The Customer hereby exempts us from responsibility for any electronic/mechanical malfunction, data corruption, computer virus, bugs and/or any other harmful software that may be caused by services provided by the relevant internet provider or information service provider.

7.8. By using the Services including but not limited to the Site, the Customer understands that all communications and instructions from the Customer received by Us will be treated as legitimate evidence and irrevocable, despite not being in the form of a written document or issued in the form of signed documents, and therefore, the Customer agrees to indemnify and release the Company from any loss, liability, claims, and expenses (including legal fees) that may arise from the execution of the Customer's instructions.

7.9. The Customer is responsible for:

7.9.1. Ensuring that all information, either given through the Site or any third-party platform that is associated with the Site, is accurate and complete;

7.9.2. Following our instructions in connection with the Services and complying with all applicable laws and regulations; and

7.9.3. Giving us all documents, information and other assistance that we might require from time to time.

## **INTELLECTUAL PROPERTY RIGHTS**

8.1. The present and future patents, copyrights, trade secrets, trademarks, service marks, graphics, images and logos and all other intellectual property rights in the Accounts, Services, and their respective contents; including improvements, developments, ideas, concepts, know-how or techniques in connection with the Site; and functions, systems, and applications in the Site (collectively, "Intellectual Property") except for information pertinent to your Account(s) or information personal to you in your capacity as our customer, are solely owned by us or licensed for use by us. You must not use or reproduce the Intellectual Property.

8.2. Subject to these Terms of Service, we grant you, for the duration of the Terms of Service, a personal, limited, revocable, non-transferable, and non-exclusive licence to enable access and use the Site and/or Account via any Device. You may not sub-license this licence or any other right granted under the Terms of Service.

8.3. No part of the Accounts or Services may be reproduced, distributed, published, modified, displayed, broadcast, hyperlinked or transmitted in any manner or stored in an information retrieval system without our prior written consent. You shall not reverse engineer or attempt to extract the source code of the software provided to you by us in connection with the Site without our prior written permission.

## **WARRANTIES AND DISCLAIMER**

9.1. You acknowledge and agree that you are solely responsible for your Account and we are not responsible for the accuracy, or availability of any information you enter or

otherwise store with us including, without limitation, whether such information is current and up-to-date.

9.2. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY US OF ANY KIND EITHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION WARRANTIES OF QUALITY, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICES, THIS SITE OR THE FUNCTIONS CONTAINED THEREIN WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THIS PLATFORM AND/OR THE SERVER THAT MAKES SAME AVAILABLE ARE FREE OF VIRUSES, CLOCKS, TIMERS, COUNTERS, WORMS, SOFTWARE LOCKS, DROP DEAD DEVICES, TROJAN-HORSES, ROUTINGS, TRAP DOORS, TIME BOMBS OR ANY OTHER HARMFUL CODES, INSTRUCTIONS, PROGRAMS OR COMPONENTS.

9.3. YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SITE AND/OR THE SERVICES REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN PARTICULAR, YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF THE PASSWORD, OTP AND SECURITY CODES PROVIDED TO YOU AND YOU MAY NOT CLAIM AGAINST US FOR ANY LOSS OR DAMAGES RESULTING FROM YOUR FAILURE TO DO SO.

9.4. Any downloading of data from our system is done solely at your risk, and we do not warrant that such data or our system is free from any computer virus or other malicious, destructive, or corrupting code, agent, program or macros.

## **EXCLUSIONS AND LIMITATION OF LIABILITY**

10.1. IN NO EVENT SHALL WE BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OR OTHER THEORY), OR OTHER CAUSE OF ACTION AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE, FOR LOSS OF USE, PROFITS, REVENUES, GOODWILL OR ANTICIPATED SAVINGS OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER, MOBILE PHONE OR MOBILE DEVICE FAILURE) ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS SITE, THE SERVICES OR THE ACTIVITIES CONTEMPLATED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING THEREFROM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. WE MAY ESTABLISH GENERAL PRACTICES AND LIMITS CONCERNING USE OF THE SERVICES. WE RESERVE THE RIGHT TO CHANGE, SUSPEND, OR DISCONTINUE ANY ASPECT OF THE SERVICES AT ANY TIME. WE MAY DECLINE TO PROCESS ANY INSTRUCTION, PARTICULARLY IF (A) THE INSTRUCTION DOES NOT SATISFY THE TERMS OF SERVICES OR OTHER APPLICABLE TERMS, RULES AND POLICIES, OR (B) IF WE HAVE REASON TO BELIEVE THAT THE TRANSACTION OR INSTRUCTION MAY VIOLATE ANY LAWS, RULES OR REGULATIONS THAT MAY OTHERWISE SUBJECT US OR OUR AFFILIATES TO LIABILITY.

10.3. YOUR ONLY RIGHT WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICES IS TO TERMINATE YOUR ACCOUNT AND DISCONTINUE ANY USE OF THE SERVICES.

10.4. NOTWITHSTANDING SECTIONS 10.1 AND 10.2, IF WE ARE FOUND BY A JUDICIAL BODY TO BE LIABLE (INCLUDING FOR GROSS NEGLIGENCE), OUR LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE DIRECT LOSSES ACTUALLY SUFFERED BY YOU.

10.5. NOTHING IN THESE TERMS OF SERVICE SHALL LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, FOR FRAUD OR FOR ANY OTHER LIABILITY THAT CANNOT BE LAWFULLY LIMITED AND/OR EXCLUDED.

## **FEEDBACK AND NOTICE**

11.1. If you have any complaints, feedback, or enquiries, please contact us by email at [enquiries@moneeinsure.com.ph](mailto:enquiries@moneeinsure.com.ph).

## **INDEMNITY**

12.1. You agree to indemnify, defend and hold harmless Company and its shareholders, subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees (each an "Indemnified Party" and collectively, the "Indemnified Parties"), at your expense, from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable legal fees and other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to: (a) the hosting, operation, management and/or administration of the Services by or on behalf of us; (b) your violation or breach of any term of these Terms of Service or any policy or guidelines referenced herein; (c) your use or misuse of the Services; or (d) your breach of any law or the rights of a third party.

## **SEVERABILITY**

13.1. If any provision of these Terms of Service shall be deemed unlawful, void, or for any reason unenforceable under the law of any jurisdiction, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions in such jurisdiction nor the validity and enforceability of the provision in question under the law of any other jurisdiction.

## **GOVERNING LAW AND VENUE OF LITIGATION**

14.1. These Terms of Service shall be governed by and construed in accordance with the laws of the Republic of the Philippines without regard to conflict of law rules. Any dispute, controversy, claim or difference of any kind whatsoever arising out of or relating to these Terms of Service against or relating to us or any Indemnified Party under these Terms of Service shall be referred to and finally resolved by arbitration in the Philippines under the Arbitration Rules of the Philippine Dispute Resolution Center Rules ("Rules") (which Rules are deemed to be incorporated by reference into this Agreement). There will be one (1) arbitrator, appointed in accordance with the Rules, and the language of the arbitration shall be English.

## **MISCELLANEOUS**

15.1. We reserve all rights not expressly granted herein.

15.2. The Customer hereby declares that all data, descriptions, and electronic signatures in the Account registration and/or insurance services/facilities used by the Customer, any supporting document related to the Account application and/or insurance service/facility used by the Customer, every Account operational instruction and/or insurance services/facilities, and any authority given to us are valid and legally binding, unless indicated otherwise. The Customer is obliged to inform us immediately for any change in name, address, or telephone number. Any loss or damage suffered as a result of the failure to inform us of any of the above changes shall be borne entirely by the Customer.

15.3. The Customer hereby declares and acknowledges that:

15.3.1. We have the right to perform validity tests on the data provided by the Customer on the Account registration and have the right to request any additional data deemed necessary by us;

15.3.2. We have given sufficient explanation regarding the characteristics of our Services that will be used by the Customer, and the Customer has fully understood the consequences including the benefits, losses, risks and fees that may occur in relation to our Services;

15.3.3. The Customer agrees to cooperate with us in any investigation or court proceeding, including allowing us or any supervisory or regulatory body to have access to the Customer's Device as may be reasonably requested. The Customer shall cooperate in answering any queries in relation to any aspect of the Services, as may be posed by us, any court, or any supervisory or regulatory body.