

SUPPLEMENTAL TERMS AND CONDITIONS FOR AUB PAYMATE BOTTY

Revised as of 2022-0714

1. Capitalized terms used but not otherwise defined herein shall have the meanings given in the Terms and Conditions for AUB PayMate Merchant Accreditation (the “Terms and Conditions”), as the same may be amended, supplemented, or revised from time to time. Terms and Conditions.

2. (a) The Parties hereby agree that the use of the Botty System granted by AUB to the Merchant is non-exclusive, non-assignable, non-sub-licensable, limited, only for commercial purposes and only for transactions in the Republic of the Philippines. For purposes hereof, the term “Botty System” shall refer to the platform that connects businesses to new customers, driving transactions across mobile, social messaging, emerging platforms, and making data and AI-driven marketing decisions, and which platform allows merchants to quickly deploy a proprietary transaction system that enables Order-Pay-Pickup/Delivery arrangements utilizing digital and/or cash payments.

(b) The Parties agree that the Botty System shall be customized, delivered and installed to the equipment agreed between the Parties within a minimum period of seven (7) calendar days from first receipt of the Merchant’s information contemplated in the AUB PayMate Botty Enrolment Sheet. The Merchant understands that the duration of delivery and installation is directly proportional to the volume of the Merchant’s information and the complexity of the on-boarding process for the same. Should the Merchant require certain customizations, the same shall be agreed between the Parties and the licensor of the Botty System, subject to appropriate fees, which agreed customizations shall be deemed to supplement the features and specifications stated in Schedule 1.

(c) The Parties agree that upon completion of installation of the Botty System into the relevant equipment, the Botty System shall be commissioned and implemented within a minimum period of seven (7) calendar days. Thereafter, the Botty System shall be turned over to the Merchant for testing and acceptance. Under said commissioning phase, the Botty System is beta-tested by the Parties, together with a representative of the licensor of the Botty System (as needed, in the determination of AUB), in a controlled environment prior to commercial release.

(d) The Parties agree that upon completion of the commissioning phase and the Botty System is accepted by the Merchant, the Merchant shall commercially test and operate the Botty System for a period of thirty (30) calendar days to determine if the Botty System performs the functions and specifications set forth in Schedule 1. After the said thirty (30)-day period (unless otherwise extended by mutual agreement of the Parties in writing) without the Merchant advising AUB of the rejection or failure thereof, the Botty System shall be deemed to be accepted. If the Botty System is not accepted, the Merchant shall inform AUB in writing accordingly, and AUB shall timely work with the licensor of the Botty System to rectify, modify or improve the Botty System to meet the functions and specifications stated in Schedule 1. However, if notwithstanding corrective measures taken by AUB and the licensor of the Botty System the Merchant (acting reasonably) categorically rejects the Botty System for valid and proven grounds, then this Supplement shall be deemed terminated and all fees paid by the Merchant to AUB with respect to the Botty System shall be refunded in full (without interest or penalty) and the Merchant’s information provided by AUB to the licensor of the Botty System shall be returned by said licensor to AUB. The return by AUB of any of the Merchant’s information shall be governed by the Terms and Conditions.

(e) The Parties agree that in the event that the Merchant requires training to satisfactorily use the Botty System, AUB shall promptly provide the same (whether through a representative of the licensor of the Botty System or otherwise), at the Merchant's sole cost and expense. The duration of such training, as well as the costs related thereto, shall be upon mutual written agreement of the Parties.

(f) The Merchant hereby undertakes to ensure the quality and completeness of the goods to be delivered by the courier designated under the Botty System, and that the packaging of the goods to be delivered is appropriately sealed and within the specifications acceptable to the designated courier. Moreover, the Merchant hereby undertakes to ensure that all customer and transaction information to be provided, inputted or otherwise processed under the Botty System shall be correct and accurate and may be fully relied upon by AUB and/or the licensor of the Botty System and/or the designated courier. In case of missing/lacking/rejected item caused by poor or erroneous packaging and/or inaccurate or erroneous customer and/or transaction information, the Merchant shall immediately work with AUB in order to promptly investigate the same and/or facilitate replacement of such missing/lacking/delayed item, without additional charge to the Merchant's customer, unless such failure or delay of transaction is due to the fault or negligence of the Merchant's customer and after reasonable due process is accorded to such customer. Accordingly, in no event shall AUB, the licensor of the Botty System and the accredited courier be held liable or responsible for any such delayed or failed transaction.

(g) In case the Merchant intends to use the Botty System for the *GCash Mini Program*, then the Parties agree that the additional terms and conditions under Schedule 2 shall apply and be deemed to form part of this Supplement.

3. The Merchant agrees that transactions coursed through the Botty System shall be subject to fees in addition to the Merchant Discount Rate, all of which are indicated in the Conforme Sheet signed by the Merchant in favor of AUB and which fees shall be collected on a monthly basis by automatically debiting such amounts from the Merchant's Settlement Account.

4. The Merchant agrees to provide the information required in the AUB PayMate Botty Enrolment Sheet to AUB to be displayed in the Botty System, and the Merchant authorizes AUB to share the same to the licensor of the Botty System. The Merchant hereby certifies that the information provided by the Merchant in the AUB PayMate Botty Enrolment Sheet are true and correct, which AUB is hereby authorized to furnish the licensor of the Botty System for the purpose of permitting the Merchant access to the Botty System as contemplated hereunder. The Merchant understands and agrees that it is the Merchant's sole responsibility to keep such information updated during the term hereof by timely notifying AUB in writing of any such changes.

5. The Merchant agrees that transaction information may be shared by AUB with the licensor of the Botty System solely for the purpose of processing transactions coursed through the Botty System and monitoring the same in accordance with applicable anti-money laundering and terrorism financing laws, rules and regulations. Moreover, the Merchant agrees that transaction (including customer) information may be shared by AUB with the designated courier to fulfil the transactions coursed through the Botty System. The Merchant understands and agrees that such information may be hosted outside the Republic of the Philippines, which locations shall be disclosed by AUB to the Merchant upon written request. The Merchant understands and agrees that in no event shall AUB be held liable for any loss of data or damage to data unless conclusively shown to have resulted from the gross negligence or evident bad faith of AUB, in which case, AUB shall only be liable for actual damages directly resulting from such proven gross

negligence or bad faith; provided, that in case of a data breach involving personal information defined under Republic Act No. 10173 (Data Privacy Act of 2012), the terms of the Data Sharing Agreement by and between the Parties shall govern.

6. The Merchant agrees that it shall in no event assert any claim, right or interest to any and all trademarks, trade names, service marks, copyrights and other proprietary intellectual property or rights relative to the Botty System, including marketing collateral and other materials provided by AUB to the Merchant with respect to the Botty System. Upon termination hereof, all rights herein granted by AUB to the Merchant to use the Botty System and/or any other materials related thereto shall automatically be extinguished, and all promotional/marketing materials provided by AUB to the Merchant or otherwise bearing the logo of or mentioning the Botty System shall be removed from the Merchant's premises and/or system and either returned to AUB or destroyed, at the written instructions of AUB.

7. The Merchant agrees that the access by the Merchant to the Botty System may be suspended, limited or terminated by AUB at any time upon reasonable written notice to the Merchant, without liability whatsoever on the part of AUB, for any reason whatsoever, including but not limited to the termination of the license of AUB to offer the Botty System.

8. The Merchant agrees that it shall comply with such guidelines, terms and conditions that may be imposed by the licensor of the Botty System from time to time and duly communicated by AUB to the Merchant.

9. This Supplement shall automatically expire and terminate upon the termination of the Terms and Conditions, unless otherwise agreed in writing by the Parties prior to the termination of this Supplement. Notwithstanding the foregoing, this Supplement may be terminated by a Party not in default upon sixty (60) calendar days' prior written notice thereof to the other Party.

10. Except insofar as specifically covered by this Supplement, the provisions of the Terms and Conditions shall apply and be binding upon the Merchant and shall be deemed incorporated herein. All terms and conditions under the Terms and Conditions not otherwise amended or modified hereby shall remain valid and in full force and effect as set forth therein. In case of any inconsistency or conflict between this Supplement and the Terms and Conditions, the provisions of this Supplement shall prevail but only insofar as the use of the Botty System is concerned; otherwise, the Terms and Conditions shall prevail.

By using the Botty System through the AUB PayMate, the Merchant confirms and affirms that it has read and understood the terms and consequences hereof and its rights and remedies under applicable laws, rules, and regulations. The Merchant's continued use of the Botty System through the AUB PayMate constitutes its continuing unqualified consent and agreement to this Supplement and the amendments, updates, supplements, revisions and other changes to this Supplement.

SCHEDULE 1
MINIMUM FEATURES AND SPECIFICATIONS

The Botty System shall include:

1. The conversational commerce, web e-commerce and system-related thereto;
2. The Botty Management Tool (BMT) for the merchants;
3. The Botty Ordering System;
4. Botty templates and platforms for commercial transactions;
5. Botty promotion and business generation modules; and
6. Updates, improvements and supplements to the Botty System, which may be introduced after the date of this Supplement.

SCHEDULE 2
SUPPLEMENTAL TERMS AND CONDITIONS FOR GCASH MINI PROGRAM

For purposes of this Supplement, the term “GCash Mini Program” shall mean the platform that enables the Merchant to receive e-money from a customer’s mobile wallet registered under GCash and that allows the web pages designed by the Merchant through the Botty System to be accessible within the GCash mobile application, while “GXI” shall mean G-Xchange Inc., the entity handling mobile solutions under the GCash brand.

1. The Merchant shall be responsible for the development and maintenance of its web pages accessible within the GCash mobile application, including updating the content and functionality thereof, and ensuring that the web pages are compliant with the guidelines and requirements imposed under the GCash mobile application.
2. The Merchant agrees that the location of the web pages of the Merchant within the GCash mobile application shall be at the sole discretion of GXI.
3. In case of service interruptions in relation to the network and/or system of the Merchant lasting for at least one hour, the Merchant shall immediately notify AUB of the same in writing so that AUB may likewise advise GXI of the matter.
4. The Merchant hereby understands and agrees that in case of a change in the MDR imposed by GXI, AUB shall have the sole discretion to likewise pass on such change (whether in part or in whole) to the Merchant as an adjustment to the MDR, subject to at least thirty (30) calendar days’ prior written notice thereof.
5. In case of issues or concerns raised by customers of the Merchant that require support from GXI, the Merchant shall promptly notify AUB of the same in writing so that AUB may determine appropriate handling.
6. The Merchant shall cooperate with AUB and/or GXI in the reconciliation of transaction information and records, as well as in promptly handling customer and/or technical issues.
7. The Merchant shall cooperate with AUB and/or GXI in investigations on fraud, abuse and/or potential abuse of the GCash Mini Program.
8. The Merchant shall ensure that it shall not display any illegal, abusive or inappropriate content or information in its web pages accessible within the GCash mobile application.
9. The Merchant shall ensure that payment method available for purchases in its web pages accessible within the GCash mobile application is limited to payment through GCash.
10. The Merchant hereby authorizes GCash to promote the Merchant’s web pages accessible within the GCash mobile application, at GXI’s discretion, and hereby grants GXI the right to use the Merchant’s trademark, name, logo and/or creative works in all materials when used to promote the Merchant’s web pages accessible within the GCash mobile application. Ownership of such marks shall remain with the

Merchant. Approval of use of such marks of the Merchant shall be required prior to production and release of promotional materials by GXI.

11. The Merchant hereby confirms and affirms that it shall not terminate its availment of the Botty System through the GCash Mini Program and/or otherwise disconnect from and/or abandon this service, without at least sixty (60) calendar days' prior written notice to AUB.

12. The Merchant shall not tolerate fraud, bribery and/or corruption of any kind in its operations and conduct of business. The Merchant shall conduct its business fairly, openly and honestly, in accordance with the highest ethical and legal standards. GXI reserves the right to blacklist any merchant (including any employee or agent of such merchant) found to have been involved in fraudulent transactions, without prejudice to the termination of the access of such merchant to the GCash Mini Program and/or the GCash mobile application.

13. The Merchant shall ensure that the appropriate consents from data subjects are obtained for the sharing of personal information to AUB, GXI and other third parties involved in the maintenance and implementation of the Botty System and/or the delivery of the goods and services procured through the GCash Mini Program.

14. The availment by the Merchant of the GCash Mini Program shall have a term of one year from date hereof, automatically extendible for successive periods of one year unless earlier terminated in accordance with the Terms and Conditions for AUB PayMate Merchant Accreditation.