

## ONLINE PAYMENT SYSTEM - TERMS OF USE

### I / We agree to the Terms of Use below by signing this statement

**USER ACCOUNTS.** "Services" refer to Online Payment System or OPS. In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age, or the age legal majority in your jurisdiction (if different than 18) and authorized by the company or entity you represent, to obtain an Account. Account registration requires you to submit to ICTSI and/or any of the ICTSI subsidiaries and affiliates\* (the "ICTSI Group") certain personal and/or company information, such as the information mentioned above and such other additional details which may be required from time to time. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete and up-to-date Account information may result in your inability to access and use the Services or ICTSI Group's termination of this agreement with you. You are responsible for all activity that occurs under your account, and, as such, you agree to maintain the security and secrecy of Account username and password at all times. Unless otherwise permitted by the ICTSI Group in writing, you may only possess one Account. All improper, irregular or fraudulent transaction made under your Account shall be your liability. "User" shall be limited to customs brokers, freight forwarders, shipping lines, importers, exporters, truckers and their authorized representatives.

**USE REQUIREMENTS AND CONDUCT.** The Services is not available for use by persons under the age of 18. You may not authorize third parties to use your Account. You agree to comply with the user manual, OPS guidelines to be distributed by the ICTSI Group and with all applicable laws when using the Services. You may only use the Services for lawful purposes. You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the ICTSI Group or any other third party. In certain instances, the ICTSI Group may require you to provide proof of identity or authorization from the company or entity you represent to access or use the Services, and you agree that you can be denied access or use of the Services if you refuse to provide proof of identity or authority.

**DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY.** The ICTSI Group disclaims all representations and warranties, express, implied, or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In addition, the ICTSI Group makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the Services or any good or services obtained through the use of the Services, or that the services will be uninterrupted or error-free. You agree that the entire risk arising out of your use of the Services, and any third party good or services obtained in connection therewith remains solely with you, to the maximum extent permitted by applicable Law. This disclaimer does not alter your right as a consumer to the extent not permitted under the law in the Jurisdiction of your place or residence.

**LIMITATION OF LIABILITY.** The ICTSI Group shall not be liable to you for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost data, personal injury, or property damage, even if the ICTSI Group has been advised of the possibility of such damages. The ICTSI Group shall not be liable for any damages, liability or losses incurred by you arising out of: (i) use or reliance on the services or your inability to access or use the Services; or (ii) any transaction or relationship between you and any other third party. The ICTSI Group shall not be liable for delay or failure in performance resulting from causes beyond The ICTSI Group's reasonable control. These Limitations do not purport to limit liability that cannot be excluded under the Law in the Jurisdiction of your place of your residence.

**INDEMNITY.** You agree to indemnify and hold the ICTSI Group and its officers, directors, employees and agents, harmless from any and all claims, demands, losses, liabilities, and expenses (including attorney's fees), arising out of or in connection with: (i) your use of the Services; (ii) your breach or violation of any of these Terms; (iii) The ICTSI Group's use of your User content; or (iv) your violation of the rights of any third party, including the ICTSI Group.

*\*Including Manila North Harbour Port, Inc.*

Name and signature:	Date:
Company:	Title / Designation:

**CONSENT  
To Processing of Personal Information**

I, \_\_\_\_\_, being a/an applicant, customer or supplier of, or any other third party transacting or dealing with, **INTERNATIONAL CONTAINER TERMINAL SERVICES, INC.** ("ICTSI"), and/or any of the ICTSI subsidiaries, affiliates\*, and other related companies (the "ICTSI Group"), affirm that:

1. ICTSI and the ICTSI Group may process information about me in relation to my position. Information processed may include: name, marital status, Tax Identification Number, age, address, education, profession, business experience, business affiliation, family affiliation, number of shareholdings, directorship in other companies, government service, any information from which identity of an individual is apparent or can be reasonably and directly ascertained, whether recorded in material form or not, such as CCTV footages and other visual recordings including audio recordings from radio communications within ICTSI and ICTSI Group premises and other information which may be considered personal and sensitive personal information (collectively, "Personal Information") under the Data Privacy Act of 2012. Processing is any operation performed on the Personal Information, such as, but not limited to, collection, retention, disclosure, publication and destruction ("Processing").

2. The Processing of my Personal Information is for purposes of:
- a) Identification in company records and corporate housekeeping;
  - b) Corporate transactions and business operations;
  - c) Online Payment System
  - d) Compliance with the requirements, including reportorial obligations, by the Security and Exchange Commission (SEC), the Philippine Stock Exchange (PSE), Bureau of Internal Revenue (BIR), relevant local government units, and other appropriate government agencies or offices;
  - e) Maintenance of security within and around the premises
  - f) Compliance with legal processes or lawful orders of judicial and quasi-judicial bodies, or any other government agencies and instrumentalities; or
  - g) Any other legitimate business activities of ICTSI.

3. ICTSI and the ICTSI Group may share or disclose my Personal Information to:
- a) The SEC, PSE, BIR, relevant local government units, and other appropriate government agencies or offices;
  - b) Any judicial and quasi-judicial bodies or government agencies pursuant to a lawful order;
  - c) Any customer or port user;
  - d) Any agent, contractor, consultant, adviser, auditor, underwriters or any service provider ICTSI engages to carry out legitimate business activities or services;
  - e) Any lenders, creditors, or other counterparties in legitimate business transactions; or
  - f) Any other persons as may otherwise be considered necessary and appropriate by ICTSI for its legitimate business activities.

4. Those enumerated in Clause 3 above may also need to continue the Processing of my Personal Information for the same purposes enumerated in Clause 2 above and/or other lawful purposes.

5. The Data Privacy Act of 2012 prohibits the Processing of Personal Information without the consent of the data subject, unless required by law.

*\*Including Manila North Harbour Port, Inc.*

**I hereby freely give this specific and informed consent for the Processing of my Personal Information in accordance with the above. This consent is valid while I am a/an applicant, customer or supplier of, or any other third party transacting or dealing with ICTSI. However, I understand that I can withdraw this consent anytime by informing ICTSI in writing.**

Name and Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Title/Designation: \_\_\_\_\_