

Terms and Conditions

Welcome to Phiggy Wallet. Please read these terms and conditions (“Terms” or “Agreement”) prior to completing the registration for an account with Phiggy Wallet. The following Terms shall govern how you may access and use the products of Phiggy Wallet, the Phiggy Wallet Virtual Card, Phiggy Wallet App, and all other associated services (individually, “Phiggy Wallet Service” or collectively, “Phiggy Wallet Services”). By registering to Phiggy Wallet or using the Phiggy Wallet App, you accept and agree to be legally bound by these Terms and the terms of each and every Phiggy Wallet product or service you are availing.

Please also read the [Privacy Policy of Phiggy Wallet](#) and [Acceptable Use Policy](#)

before using any or a portion of the Phiggy Wallet Services. The Privacy Policy describes the purpose and manner of collection and processing of your personal data when using the Phiggy Wallet Services while the Acceptable Use Policy defines the set of rules for your compliance when using the Phiggy Wallet App. If you do not understand or do not wish to be bound by these Terms, the Privacy Policy, or the Acceptable Use Policy, you cannot access or use any of the Phiggy Wallet Services. You further acknowledge that you have fully understood and agree to be governed by the rules and regulations of each of the Phiggy Wallet Services you are availing.

These Terms shall be effective, valid, and binding from the time of your agreement which is from the time of your downloading, activating, or using of Phiggy Wallet and will exist up to the time that it is terminated by you or us, save for those terms and conditions that will survive and remain effective after termination as stated in these Terms, pursuant to law or regulation, or whose operation necessarily requires survival after the termination.

Phiggy Wallet reserves the right to modify these Terms at any time without any prior notice. Any changes to these Terms will be effective immediately upon posting on this page, with an updated effective date. By accessing or using the Phiggy Wallet Services after any changes to these Terms have been made effective, you signify your agreement on a prospective basis to the modified or revised Terms. Kindly periodically visit this page to ensure familiarity with the latest version of the Terms.

Any version of these Terms in a language other than English is provided for convenience, and you understand and agree that the English language version will control in case of any conflict in translation or meaning.

Under these Terms, the terms “PMX”, “Phiggy Wallet”, “we”, “us”, and “our” refer to PMXglobal Corp. (PMX) including its directors, officers, representatives, partners, affiliates, successor and assigns. “User”, “you”, and “your” refer to the individual who uses the Phiggy Wallet App and registers for, and avails of the Phiggy Wallet Services, and/or the Phiggy Wallet Card.

PMXGLOBAL CORPORATION is duly registered to security and Exchange Commission (SEC).

1. BASIC TERMS

1.1 You must be at least eighteen (18) years of age to register for a Phiggy Wallet account. By registering, you represent and warrant that you are at least eighteen (18) years of age and have the legal capacity to agree with these Terms. If you are below eighteen (18) years old, but above fourteen (14) years old, parental consent or legal guardian consent will be required of you and your use of Phiggy Wallet would be governed by, and subject to, the terms and conditions of Phiggy Wallet. Further, however, even with parental consent or legal guardian consent, the parents or legal guardian shall remain to be the Phiggy Wallet Account or Phiggy Wallet owner of Phiggy Wallet account and shall be bound by these terms and conditions. Those ages fourteen (14) years old and below are not allowed to register and use any of Phiggy Wallet Services. Phiggy Wallet assumes no responsibility or liability for any misrepresentation of your age.

1.2 If Phiggy Wallet Services are for the use and for the benefit of a business entity, you represent, warrant, and covenant that you are duly authorized to do business and your officers, employees, representative, and agents accessing or using Phiggy Wallet are duly authorized to access and use the Phiggy Wallet Services and to legally bind you and your business entity to these Terms and all transactions conducted under your Username and password.

2. REGISTRATION FOR PHIGGY WALLET

2.1 When you accept these Terms, you are setting up your Phiggy Wallet that is associated with your mobile number and email address. You will be asked to provide information such as your complete name, email and mobile number.

2.2 You agree to provide all necessary information and render all reasonable assistance and cooperation that we may require in order to complete the verification process. The information you provide will be used to determine if you are eligible to use the Phiggy Wallet App or the Phiggy Wallet Services. We reserve the right to suspend, deactivate, or limit your access to your Phiggy Wallet and/or Phiggy Wallet Service in the event that we are unable to obtain or verify your information. We shall process your personal data in accordance with the requirements of the Data Privacy Act of 2012, its implementing rules and regulations, and the issuances of the National Privacy Commission (NPC).

2.3 You are responsible for providing accurate registration information, keeping your registration information up to date, and notifying us in the event of any changes to the same. In addition, as new or certain Phiggy Wallet Services may become available or be offered only on a select or promotional basis, supplementary information may

be required from your end in order to enable or avail of the pertinent Phiggy Wallet Services.

2.4 You have the option to obtain the Phiggy Wallet Card and link it with your Phiggy Wallet. Phiggy Wallet will store in its system all information relating to your Phiggy Wallet Card, including but not limited to your transaction details.

3. DEFINITIONS

“Phiggy Wallet” shall also refer to a form of electronic tokens or rewards that allows Users who registered to Phiggy Wallet Service to easily and conveniently send and receive rewards or tokens as well as make payments electronically.

“Phiggy Wallet Accredited Merchant” shall refer to an establishment that accepts either Phiggy Wallet or Phiggy Wallet Card or both as payment for the avail of goods and services.

“Phiggy Wallet App” shall refer to the Phiggy Wallet Service application running on mobile devices where the User can avail of the Phiggy Wallet Service or make use of the Phiggy Wallet.

“Phiggy Wallet Group” shall refer to (i) PMX, (ii) PMXGLOBAL Corp. its affiliates and subsidiaries; (iii) PMX’s business partners, service providers, and other third-party partners contracted by it for the purpose of conducting its business operations; and (iv) their respective shareholders, directors, officers, employees, agents, representatives, assigns, and anyone acting under their direction or in their behalf.

“Phiggy Wallet” or “Phiggy Wallet Account” shall refer to an tokens/rewards instrument that stores tokens/rewards Philippine Peso (Php) value which resides in the Phiggy Wallet system. It is an account that is linked to the User’s mobile Subscriber Identity Module (SIM) card and which may or may not be evidenced by a physical Phiggy Wallet Card. Functionalities include, but are not limited to, transfer of funds, payments of goods and services, over-the-air reload of airtime, and balance inquiry.

“Phiggy Wallet Website” shall be used to officially represent Phiggy Wallet on the internet, where visitors may register to create an account. Users are also provided with information about products and services.

“Personal QR/P2P QR / Transfer QR” shall refer to a specific QR code associated with the Phiggy Wallet account that allows Send rewards/tokens transactions.

“Peer-to-Peer/Person-to-Person (P2P) Send” shall refer to the existing send rewards/tokens service which allows a Phiggy Wallet Sender to send rewards/tokens to a Phiggy Wallet Receiver.

“Short Message Service” or “SMS” shall mean a communications protocol allowing the interchange of short text messages between mobile telephone devices. This includes the SMS or E-receipt sent to User’s Phiggy Wallet App inbox.

“Unauthorized Transaction” shall mean when an account is compromised without providing any confidential information (answers to security questions, MPIN, and/or OTP) that may lead to the access of a User’s account.

4. ACCOUNT SECURITY

4.1 You shall always keep your Phiggy Wallet Account data confidential and secure. These shall not be disclosed to anyone. You shall be responsible for the security of your Phiggy Wallet Wallet and/or Phiggy Wallet Card, the SIM, and your MPIN. All transactions made using the Phiggy Wallet Wallet or Card are conclusively presumed made by you, and you shall be liable therefor.

4.2 In case of loss of mobile phone you shall immediately inform Phiggy Wallet by submitting a ticket through the Phiggy Wallet Help Center (“Help Center”) . You agree that Phiggy Wallet shall temporarily deactivate your Phiggy Wallet Wallet and/or Card until you request activation. All transactions made prior to the report of loss shall continue to be the liability of the User. You shall hold Phiggy Wallet free and harmless from any Claims arising from the loss of your mobile phone, SIM, or Card.

5. PHIGGY WALLET

The Phiggy Wallet is a tokens/rewards repository app. It is not a deposit account, and it is not covered by the Philippine Deposit Insurance Corporation (PDIC). It does not earn interest. However, it is subject to the rules and regulations of the BSP, the Anti-Money Laundering Act (AMLA), as amended, and the Data Privacy Act of 2012, its implementing rules and regulations, and other related laws, rules, and regulations. The value in your Phiggy Wallet is not convertible to cash. used to transfer or send money between Phiggy Wallet Wallets via Peer-to-Peer/Person-to-Person (P2P) Express Send or Personal QR/P2P QR/Transfer QR, and purchase goods and services via (a) quick-response or “QR” code scan payment method through the Phiggy Wallet App, or (b) POS/offline or online payment system through the use of the Phiggy Wallet Card.

6. REWARDS/TOKENS REDEMPTION

You may avail of tokens/rewards to accredited merchants only. Phone-to-Phone/Person-to-Person transfer, which means you can transfer rewards/tokens from your Phiggy Wallet to another Phiggy Wallet.

7. TRANSACTION AND WALLET LIMIT

Transaction and Phiggy Wallet Wallet limits may be assigned or changed by Phiggy Wallet. Phiggy Wallet limits are applied not on a per-wallet basis but on a per User basis. If a User has multiple Phiggy Wallet Wallets under his name, limits shall be shared across all the wallets linked to the User's profile.

8. ACTIVATION AND DEACTIVATION OF PHIGGY WALLET FEATURES

Phiggy Wallet has the prerogative to activate or deactivate Phiggy Wallet features whenever it deems appropriate and necessary. Reactivation may be done upon the request of the User and approval of Phiggy Wallet.

9. LOYALTY OR REWARDS PROGRAM

Phiggy Wallet has the prerogative to provide a loyalty or rewards program to its Users.

10. TRANSACTION HISTORY

Upon User's request, Phiggy Wallet shall send a copy of the Phiggy Wallet transaction history statement ("Statement") via the registered email address of the User. The mere act of Phiggy Wallet in sending the statement to the registered email address of the User is a conclusive presumption that the User has received the same. Phiggy Wallet Group shall be held free and harmless from any Claims should the Statement be received and read by any person other than the User. Neither may User thereafter raise the defense that he failed to receive the Statement. In all instances, the User may inquire about the Statement by contacting the Help Center or the Hotline. Phiggy Wallet may charge a fee for Statement requests.

11. PHONE AND PHIGGY WALLET WALLET /CARD SECURITY

The User shall be responsible for the security of the Phiggy Wallet , the enabled phone's U/P. All transactions made using the Phiggy Wallet are conclusively presumed made by the User and the User shall be liable therefore.

12. SUSPENSION OR DEACTIVATION OF PHIGGY WALLET ACCOUNT

You acknowledge that, in the following cases, Phiggy Wallet has the right to deactivate your Phiggy Wallet Account and/or Card with or without prior notice depending on the ground for deactivation:

1. the information and documents provided by the User to Phiggy Wallet, including those required for registration, is/are fictitious, false, or forged;
2. the Phiggy Wallet Account is being used for fraudulent/suspicious transactions or unlawful activities or by an unauthorized person;

3. the Phiggy Wallet Wallet is dormant. For the avoidance of doubt, the Phiggy Wallet Wallet is considered dormant if it has no token/reward activity or with zero (0) balance for at least six (6) months from the date of the last transaction; or
4. when the deactivation is pursuant to an order of the governmental agency, court, law, or regulation.

You further acknowledge that Phiggy Wallet has the absolute discretion, with or without prior notice, and for whatever reason to:

1. refuse to complete a Phiggy Wallet transaction;
2. suspend or deactivate your use of the Phiggy Wallet App or your access to any or all of Phiggy Wallet Services;
3. increase or decrease the limit of your Phiggy Wallet;
4. to refuse to re-issue, renew, or replace your Card; and/or
5. to amend, modify, restrict, or terminate your use of the Phiggy Wallet App.

Phiggy Wallet has the right to hold the release of the rewards/tokens in your Phiggy Wallet if the same is subject to an investigation or claim until the matter is resolved.

The User shall hold Phiggy Wallet Group free and harmless from any Claims arising from this section unless such Claims are proven to be due to the fault or gross

13. FRAUDULENT OR SUSPICIOUS TRANSACTIONS

Without need of a court order or prior notice to the User, Phiggy Wallet has the right to suspend or deactivate your Phiggy Wallet Account and/or Card in the event that Phiggy Wallet has reason to believe that your Phiggy Wallet Account is or may be used for fraudulent or suspicious transactions or by an unauthorized person.

Subject to Phiggy Wallet's investigation of any claim, Phiggy Wallet has the right to debit from your Phiggy Wallet Account any and all amounts representing, involving, or relating to the proceeds of a fraudulent or unlawful activity, which Phiggy Wallet shall credit to the defrauded or otherwise injured Users.

The User shall hold Phiggy Wallet Group free and harmless from any and all Claims arising from this section unless the User has proven Phiggy Wallet's fault or negligence.

14. NON-TRANSFERABILITY

The Phiggy Wallet and Card may not be assigned, transferred, or used by any person other than the User.

15. DATA PRIVACY

a.) Data Collection

Phiggy Wallet shall keep the information and files received from you or from third parties in the strictest confidence. By providing information to Phiggy Wallet for the purpose of using the Phiggy Wallet App and availing Phiggy Wallet Services, you expressly consent to the processing of your supplied User data, as may be applicable for your pertinent transaction using the Phiggy Wallet App. Your data may either be Personal Information or non-personal information.

For the avoidance of doubt, “Personal Information” means any information from which the identity of an individual can be reasonably and directly ascertained, or when put together with other information would directly and certainly identify an individual. It also includes, but is not limited to, the data that would help Phiggy Wallet verify (i) the User’s identity such as name, gender, date of birth, address, telephone/mobile number, email address, proof of identification, source of income, employment, and other data points whenever applicable; (ii) the location of User’s device whether desktop, laptop, or mobile device whenever User access the Phiggy Wallet App or the Phiggy Wallet Website; and (iii) the navigation experience when accessing the Phiggy Wallet App and the Phiggy Wallet Website to see activities done in the channels, the pages visited and the sequence thereof.

By enabling biometrics login, you allow Phiggy Wallet to use your biometrics data saved in your device for the sole purpose of accessing the Phiggy Wallet App.

b.) Use of User Data

Without limiting the generality of the foregoing, you consent and authorize Phiggy Wallet to store, process, disclose, exchange, and release the information you provided to its associates, affiliates, subsidiaries, officers, employees, agents, lawyers, consultants and respective, pre-paid/debit/credit bureaus or any such persons as Phiggy Wallet deems necessary, or as required by laws, rules, or regulations, including but not limited for the following purpose: (i) providing you with Phiggy Wallet Services, including customer support; (ii) enhancing your customer experience and improve, develop, and determine tailored products to meet User’s preferences and needs; (iii) communicating relevant products and/or advisories to User; (iv) showing you relevant ads of Phiggy Wallet Services, or the products and services of third parties, and measure the effectiveness and reach of such ads, and the products and services; (v) abide by any safety, security, public service, or legal requirements and processes; and (vi) processing information for statistical, analytical, and research purposes; (vii) use of biometrics data saved in User’s device for the sole purpose of securing the User’s log-in details; (viii) which would determine the User’s eligibility to avail of the Phiggy Wallet Services and of its subsidiaries, affiliates, and third-party partners; and (ix) registering User’s in promotional events.

This data shall be stored in Phiggy Wallet and will not be used for any other purpose other than as specified in these Terms.

Phiggy Wallet uses Personal Information to the extent necessary to comply with the requirements of the laws and legal processes, including orders of governmental agencies, courts, and tribunals; to comply with a legal obligation; or to prevent imminent harm to public security, safety, or order. Phiggy Wallet uses non-personal information for statistical, analytical, and research purposes to create anonymous and aggregate reports.

When required by Phiggy Wallet's Data Privacy Policy and the laws, and before Phiggy Wallet uses or processes User's data for any other purpose, Phiggy Wallet will secure the User's consent. The User has the right to access, correct, object, remove, and transport his information. However, the User requesting to remove and/or transport his information from Phiggy Wallet's system will result in the deactivation of his Phiggy Wallet Account and termination of his Agreement.

16. DATA SHARING

You hereby consent to, and authorize, Phiggy Wallet Group and/or its third-party partners contracted by Phiggy Wallet for the purpose of conducting its operations, including but not limited to fraud and risk management, sales and marketing activities, communications relating to their products and/or services, product and system development and innovation, customer experience management and improvement, and market research, to collect and process any and all information related thereto from whatever relevant source.

You hereby agree to and authorize, the disclosure of, and release by, Phiggy Wallet Group of your information to third-party partners it contracted or engaged, for the fulfillment of its obligations in connection with the Phiggy Wallet Services you availed through the Phiggy Wallet APP or by other means.

You hereby consent to, and authorize, the disclosure of, and release by, Phiggy Wallet Group of any and all information required by Phiggy Wallet Group such as, but not limited to, the following:

1. KYC (know-your-customer) data;
2. Registration data;
3. Transaction data; and

For the avoidance of doubt, you hereby acknowledge and agree that the members of the Phiggy Wallet Group may share with each other any and all information relating to the User for any legitimate business purpose including, but not limited to, fraud and risk management, sales and marketing activities, communications relating to their

products and/or services, product and system development and innovation, customer experience management and improvement, your products or services availed from a third party, and market research.

In addition, you hereby agree to share your Phiggy Wallet information details, including but not limited to: complete name, gender, marital status, address (permanent and present), date and place of birth, nationality, contact details, nature of work, identification (with number) type, and occupation or source of funds, to Phiggy Wallet's remittance partners for purposes of service fulfillment and local and international anti-money laundering compliance requirements.

The foregoing consents and authorizations shall continue for the duration of, and shall survive the termination of, this Agreement, or any other transactions, dealings, arrangements, and accounts which you may have with, or avail from, Phiggy Wallet.

17. GOVERNING LAW AND VENUE OF LITIGATION

This Agreement shall be construed, interpreted, and governed by Philippine laws. Venue of all suits or legal actions in connection with this Agreement shall exclusively either be at Taguig City or at any venue at the sole discretion of Phiggy Wallet, to the exclusion of all other venues.

18. NON-WAIVER OF RIGHTS

Failure, omission, or delay on the part of the Phiggy Wallet Group to exercise its rights or remedies under these Terms shall not operate as a waiver of the same

19. SEPARABILITY CLAUSE

Should any of the Terms of this Agreement be rendered void, illegal, or unenforceable in any respect under any law, the validity, legality, and enforceability of the remaining Terms shall not be affected nor impaired thereby.

20. AGREEMENT

You agree to be bound by the Terms governing the issuance and use of the Phiggy Wallet upon your ticking the the tick in our apps or downloading or activating or using Phiggy Wallet. Should you disagree with these Terms please provide Phiggy Wallet with a written notice of cancellation through the Help Center or the Hotline, otherwise, you shall continue to be liable for all charges incurred through the use of the Phiggy Wallet.

21. CONSENT

Consent given by the User to a subsidiary or affiliate of Phiggy Wallet for any of Phiggy Wallet Services involving the use, processing, and/or disclosure of the User's Phiggy Wallet Account information shall be deemed to be consent given to Phiggy Wallet.

22. CUSTOMER COMPLAINTS HANDLING PROCESS

Phiggy Wallet is committed to maintaining the highest standards of financial consumer protection. Your requests, feedback, and customer needs are our priority. If you have any concerns about a procedure or have encountered a problem with our service, visit the Phiggy Wallet help pages and use the Help Feature (Live Chat) or submit a ticket. All information disclosed shall be treated with the utmost confidentiality and will be resolved in the most efficient and effective manner.

ACCEPTABLE USE POLICY

1. THE PHIGGY WALLET SERVICES

You agree to NOT:

1.1 incorporate any word in your name, message identification, or custom user title that is defamatory, obscene, profane, or fictitious or which violates any trademark, service mark, or other intellectual property rights of any third party, including that of Phiggy Wallet. You likewise agree not to use any trademark, trade name, service mark, or logo in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names, or logo;

1.2. alter, modify, or cause the alteration or modification of the Phiggy Wallet Services. You further agree not to use the Phiggy Wallet Services for any commercial use, without prior written authority from Phiggy Wallet;

1.3. use any "deep-link", "page-scrape", "robot", "spider" or other automatic devices, programs, algorithms, or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any part of the Phiggy Wallet Services, or in any way reproduce or circumvent its navigational structure or presentation, as well as to obtain or attempt to obtain any material, document or information through any means not purposely made available through the Phiggy Wallet Services;

1.4. gain or attempt to gain unauthorized access to any part or feature of the Phiggy Wallet Services or to any other system or network connected to the Phiggy Wallet Services. You also agree not to gather, harvest, or otherwise collect information about others using the Phiggy Wallet Services without their explicit informed consent; nor restrict, prevent or prohibit any other party from using the Phiggy Wallet Services,

including but not limited to such actions which may tend to discourage others from using the Phiggy Wallet Services, such as stalking, flaming or the lashing out at other parties, spamming or the sending of unsolicited information, advertisement or content, flooding or the sending of the repetitive message, trolling or the use of insulting or deliberately divisive information, material or content, other forms of annoyances, and other acts or instances analogous to the foregoing with implications and effects similar to, or comparable with, what this clause aims to avoid or prevent;

1.5. circumvent, disable, or otherwise interfere with security-related features of the Phiggy Wallet Services, including those that prevent or restrict the use or copying of any content, material, or information available on or through the Phiggy Wallet Services, as well as those that enforce limitations on the use of the Phiggy Wallet Services;

1.6. probe, scan, or test the vulnerability of the Phiggy Wallet Services or any network connected to it, and breach the security or authentication measures on the same. You agree not to reverse look-up, trace or seek to trace any information on any user or visitor to the Phiggy Wallet Services, or any other customer of Phiggy Wallet including any account maintained with the Phiggy Wallet Services not owned by you, to its source, or exploit the Phiggy Wallet Services or any information made available or offered by or through the Phiggy Wallet Services, in any way where the purpose is to reveal any information, including but not limited to personal identification, other than your own information;

1.7. use or access the Phiggy Wallet Services for your information and personal use, solely as intended, and not for business through the provided functionality of the Phiggy Wallet Services. You agree not to copy or download any material or content from or through the Phiggy Wallet Services unless such copying or downloading is explicitly allowed by a visible manifestation thereof such as a “download” button or a similar link ostensibly displayed. You further agree not to engage or attempt to engage in the use, copying, transmission, broadcast, display, distribution or sale of any of the contents, material, or information available on or through the Phiggy Wallet Services, including user comments and the like, other than as expressly permitted herein, or as explicitly indicated in the Phiggy Wallet Services, including use thereof for commercial purposes;

1.8. take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Phiggy Wallet Services or its systems or networks, or any systems or networks connected to the Phiggy Wallet Services;

1.9. use any device or routine to interfere or attempt to interfere with the proper working of the Phiggy Wallet Services or any transaction being conducted using the Phiggy Wallet Services, or with any other person’s use of the Phiggy Wallet Services. You agree that you will not engage in any activity that interferes with or disrupts the

Phiggy Wallet Services or the servers and networks which are connected to the Phiggy Wallet Services;

1.10. use the Phiggy Wallet Services for any purpose that is illegal, unlawful, or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes on the rights of Phiggy Wallet or others. You further agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on any content, material, or information, either in whole or in part, available on or through the Phiggy Wallet Services unless you have been specifically permitted to do so by Phiggy Wallet or by the owner of that content, material or information in a separate written agreement.

1.11. Assign and/or transfer your Phiggy Wallet account to any other person.

2. PHIGGY WALLET USER CONSENT

You agree:

2.1. to undertake the sole responsibility and hold Phiggy Wallet Group free and harmless of any Claims from you or any third party, for any User content that you create, upload, transmit, or display while using the Phiggy Wallet Services. You agree and hereby undertake sole responsibility for the consequences of your actions and interactions using the Phiggy Wallet Services, and hereby stipulate admission of liability to Phiggy Wallet for whatever loss or damage Phiggy Wallet may suffer as a consequence of your use or misuse of the Phiggy Wallet Services;

2.2. not to share, create, upload, transmit or display using the Phiggy Wallet Services any material, information, or User Content which is or may be covered by copyright, patent, trade secret, trademark, trade name, service mark, or any property rights, including privacy and/or publicity rights, unless you have the necessary licenses, rights, consents, and permissions to use and to authorize Phiggy Wallet to use any and/or all User Content that you create, upload, transmit, or display using the Phiggy Wallet Services;

2.3. not to use a fictitious name and concealing true name for the purpose of concealing a crime, evading the execution of a judgment, or causing damage;

2.4. not to share, create, upload, transmit or display using the Phiggy Wallet Services any material, information, or User Content which: infringes on the intellectual property, privacy, and/or publicity rights of any third party; is knowingly false and/or defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, indecent, pornographic, profane, threatening, racist, gruesome, offensive to public morals, invasive of another's privacy, or otherwise violative of any rule, regulation, or the law; contains any viruses, Trojan horses, worms, time bombs, bots, ransomware, any malware, or any computer program, code, or routine that may or is intended to

damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and/or that which promotes or abets piracy. You further agree not to engage in the pyramid, ponzi, or similar schemes or other damaging schemes in the future; not to start or forward chain letters; and not to conduct or aid in the conduct of surveys, contests, petitions, and the like, using the Phiggy Wallet Services, unless the Services has been specifically designed and explicitly made available for such purpose;

2.5 where relevant, to store your password on the device and our servers in an encrypted form. This form of encryption disguises your password on the server, but still allows us to authenticate you when you sign into the Phiggy Wallet Services. You represent and warrant that:

2.6 you own or that you have the necessary licenses, rights, consents, and permissions to use and to authorize Phiggy Wallet to use, reproduce, adapt, modify, translate, publish, publicly perform, publicly display, distribute, or transmit over public networks and in various media any and/or all User Content that you create, upload, transmit, or display using the Phiggy Wallet Services, as you hereby authorize and grant Phiggy Wallet perpetual, irrevocable, worldwide, royalty-free and non-exclusive right, license, consent and permission to use, reproduce, adapt, modify, translate, publish, publicly perform, publicly display, distribute, or transmit over public networks and in various media any and/or all User Content which you may create, upload, transmit, or display using the Phiggy Wallet Services, in a manner Phiggy Wallet may deem fit and necessary, including but not limited to making such User Content available to a third party in compliance with a requirement of law, a rule or regulation, or making such User Content available to any third party, including Phiggy Wallet affiliates and subsidiaries, for its use, reproduction, adaptation, modification, translation, publication, public performance, public display, distribution or transmission. You agree to hold Phiggy Wallet Group free and harmless from any Claims arising or that may arise out of its use of your User content or the use of your User content by a third party to which Phiggy Wallet made available your User content.

2.7 You shall comply with the applicable provisions of RA 9160, otherwise known as the Anti-Money Laundering Act (AMLA), as amended by RA9194, RA10167, RA10365, RA10928, and RA11521 and its implementing guidelines & RIRRs (Revised Implementing Rules & Regulations). Compliance with RA10168 or The Terrorism Financing Prevention and Suppression Act of 2012 and RA 11479 or the Anti-Terrorism Act of 2020 and RA9372 or the Human Security Act and their respective implementing guidelines is also enjoined and strictly required.

3. THIRD-PARTY CONTENT & SERVICES

3.1. The Phiggy Wallet Services contains content provided by third-party services and resources. You acknowledge and agree that Phiggy Wallet Group is not responsible or

liable for: the availability or accuracy, appropriateness, completeness, or non-infringement of such third-party services; or the content, products, or services available on or through such third-party services. Unless specified by us, the availability of such third-party services does not imply any endorsement by us of such third-party services or the content, products, or services available therefrom.

3.2 You may not remove, alter or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the application and the Phiggy Wallet Services or in any Third-Party Services.

3.3 Phiggy Wallet makes no representation or warranties whatsoever about any service, content, and/or any other resources provided by the Third Party.

4. RESERVED RIGHTS

We reserve, at our sole discretion but without obligation, the right to:

4.1 deny access to and/or discontinue the Phiggy Wallet Services or any component thereof to anyone at any time, temporarily or permanently, without giving any reason and/or prior notice to you. You hereby irrevocably agree, affirm and warrant to hold Phiggy Wallet Group free from any Claims arising or that may arise out of any such denial of access to or the discontinuance of the Phiggy Wallet Services;

4.2. collect, screen, review, flag, filter, modify, block, refuse or remove any and/or all information provided by any User, explicitly or implicitly to and through the Phiggy Wallet Services, including but not limited to hardware information, IP address, browser-type related information, cookies and the like. You hereby irrevocably agree, affirm and warrant to hold Phiggy Wallet Group free and harmless from any Claims arising or that may arise out of such collection, screening, review, flagging, filtering, modification, blocking, refusal, or removal of any and/or all information provided by any User to and through the Phiggy Wallet Services;

4.3 enhance, improve, develop and introduce new features and functionalities to the Phiggy Wallet Services at any time and without prior notice. You hereby understand, agree, and affirm that any such enhancement, improvement, development, new feature, and/or new functionality to the Phiggy Wallet Services shall form part of the Phiggy Wallet Services as defined herein and thus shall likewise be covered by these Terms and its subsequent revisions or amendments, as applicable;

4.4 verify, check, cross-refer, validate, and ascertain the veracity and truthfulness of all information supplied by you by acquiring, accessing, retrieving, or otherwise acquiring similar or additional information supplied by you to other third-party service providers, including, but not limited to telecommunications providers, etc. You hereby expressly, unequivocally, and voluntarily allow Phiggy Wallet to request for and secure such information, and expressly, unequivocally, and voluntarily instruct

such third-party providers to (a) receive and process Phiggy Wallet's request; (b) favorably act at all times on any such request by producing the information requested; and (c) when requested by Phiggy Wallet, provide the latter with certified digital or printed copies of the said information;

4.5. send you or cause to send you service updates and/or messages, including SMS, notifications, email, and/or any data message transmission, informing you of enhancements, improvements, developments, features, functionalities, products, promotions, offers, advertisement and/or any other information relative to the Phiggy Wallet Service. Phiggy Wallet makes no warranty of any kind, express or implied, for such service updates and/or messages, but you hereby agree to receive such service updates and/or messages and hold Phiggy Wallet Group free and harmless from any Claims for indemnification or damages that may arise therefrom;

4.6 set limitations to and charge fees and applicable taxes for the use of the Phiggy Wallet Services, at any time and with prior notice when so required. You further understand and agree that Phiggy Wallet reserves the right, at its sole discretion and under no obligation, to change the applicable fees, taxes and charges levied for the use of the Phiggy Wallet Services, at any time and with prior written notice to you thirty (30) days prior to the effective date of change in fees/charges/penalties;

4.7. to limit the provision, availability, quantity, and quality of any feature, product, or service to any person or to anyone within the same geographic area, demographic profile, or any other market, commercial, and/or trading segments. You likewise understand and agree that Phiggy Wallet reserves the right, at its sole discretion but without obligation, to administer and operate any and/or all of the Phiggy Wallet Services from any or various locations outside the Republic of the Philippines. You hereby understand, agree, and undertake sole responsibility for your continued access to or use of the Phiggy Wallet Services, as well as the results or consequences of such access and use, including the responsibility for compliance with applicable local laws and the sole liability for non-compliance or breach thereof.

TOKENS/REWARDS PROMOS

1. Tokens/Rewards generated in the system is a marketing system generated in relation to a merchant and merchant promotional execution.
2. Were 1 Token is equivalent to 1 Php discount on pricing or exchange on value of a product or as executed with a merchant partnership. Token/s are not convertible to cash.

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