



Terms of Service for Merchant Clients using «Order Now» in the Philippines (TOS-ON-MC-PH)

Definitions

Provider	Piip Mobile AG, Switzerland ("Piip").
Purchaser	Merchant client of Piip, user of Biiz/WebBiiz apps/platforms ("Client").
Users	End users of the Piip app, (potential) customers of Client's offerings via Piip systems ("Customer").
Version	v9, valid from the 27 th of November, 2018.

1. General

- 1.1. Piip provides mobile digital services for promotional, marketing & sales purposes via mobile messaging apps for smartphones.
- 1.2. Mobile and web applications, and platforms of Piip are operational under the trade names of Piip, Biiz, Biiz by Piip, and WebBiiz, and features of it under the trade names Billboard, Offers, Promos and «Order Now» and Order Now.
- 1.3. Client intends to use the systems provided by Piip to communicate with potential customers and to facilitate order taking processes over Piip's systems.
- 1.4. Enrolled clients are assigned an individual Key Account Manager.

2. Commitment to Promote

- 2.1. Piip commits to promote the client on its available channels, notably other social media channels like FB, Instagram, DOOH, and on the Piip platform itself.
- 2.2. Piip asks clients to maximize cooperation value by co-branding and co-promotion on any channels and materials available to the client, such as in-store standees, tray-inlays, social media posts, OOH and POS events, activities and promotions.

3. "Confirm Order" Feature

- 3.1. Order confirmations provide a safeguard for all involved transacting parties.
- 3.2. Piip, the client and customers are all provided with an email for each successful «Order Now» confirmation.
- 3.3. Client is compelled to use the "Confirm Order" feature to complete any orders made using Piip.

4. Transaction Fee

- 4.1. Piip will charge the client a transaction fee per successful order made on Piip.
 - 4.1.1. An order is deemed to be successful upon each use of the "confirm order" feature, that is, when a customer confirms the transaction and the email receipt is transmitted.
 - 4.1.2. Changes and cancellations after that event, effectuated by the customer, are deducted, as it does not count as a successful order.
 - 4.1.3. Intentional cancellations induced by the client, such as deliberate transferal of transaction to a different channel, like a client or 3rd party mobile app, website, delivery aggregator and/or similar will not be deducted and can lead to suspension of services.
- 4.2. Calculation of Fees
 - 4.2.1. The client shall inspect confirmation emails within 72 hours from the receipt of email.
 - 4.2.2. In case the client disputes an order confirmation:
 - Client needs to forward the confirmation email with the reason for the dispute to



support.ph@piip.com within the aforementioned time frame.

- Disputed transactions shall be assessed and approved or rejected within 72 hours.

4.2.3. If Piip rejects a dispute, it will provide its reasoning to the client.

- Upon repeat rejection by the client, both parties shall negotiate in good faith to find the best possible resolution, and on the future handling of similar cases.

- In case no resolution can be found, the client's dispute will stay.

4.2.4. After the timespan elapses without dispute, Piip considers such transaction approved.

4.2.5. Piip reserves the right of adaption of these TOS to mitigate similar cases in the future.

4.3. Floor

4.3.1. Client commits to a minimum amount of transactions fees for using «Order Now» services.

4.3.2. Minimum amount of transaction fees means that if the effective transaction fees generated are lower than the minimum amount in the relevant period, client is still due the minimum amount

- Example: Client guarantees Piip a transaction commission minimum of P1,000 for a set period, and if transaction fees fall below that amount, client is still due P1,000 for that period.

4.3.3. Piip can reduce or waive the floor.

4.4. Validity of Pricing

4.4.1. Piip may change its pricing offered to the client from time to time.

4.4.2. Piip will do so with a 30 days' notice period, unless other terms have been granted to the client.

4.5. Prepaid Credit

4.5.1. Client is mandated to fund a prepaid credit balance with Piip as a guarantee of fee payment.

4.5.2. Amount of prepaid credit is the amount of 30 days' worth of minimum fees by default.

4.5.3. Upon termination and settlement of all dues, the remaining balance is refunded to the client.

4.6. Payment of Fees

4.6.1. Client shall remit accrued fees on a periodic basis on pre-defined invoicing dates, by default on a bi-weekly basis, every 5th and 20th of each month.

4.6.2. Piip will invoice all approved transactions preceding the invoicing event.

4.6.3. Payment by client is due within 5 business days of invoice.

4.6.4. Invoices can be settled through our local collection agent, or directly with Piip Mobile AG.

4.6.5. Domestic settlement via our Philippine Collecting Agent:

- Amount invoiced and payable in PHP, on a domestic Philippine bank account.
- Upon receipt of the payment, the client will be issued an Official Receipt ("OR") by our collecting agent in compliance with Philippine laws and business customs.
- Client may send payment confirmation to account management to expedite the process.

4.6.6. Direct settlement with Piip Mobile AG, Switzerland:

4.6.6.1. Foreign transfers can be accepted without conversion via SWIFT payment:

- Following currencies: CHF, EUR, USD, GBP, SGD, HKD, on request: JPY, NZD, AUD.
- Local bank accounts available in the following countries: CH, DE, UK, US.

4.6.6.2. On special request, we accept crypto currencies directly without intermediary: BTC, ETH.

4.6.6.3. Piip invoices original amount in PHP, with the FX rate on the date of invoice:

- Official BSP (Bangko Sentral ng Pilipinas) FX rates
- Crypto currency FX rates from coinmarketcap.com.

4.6.6.4. Upon receipt of payment and client's request, the client shall be issued a receipt of payment by Piip in accordance with Swiss laws and the DTA in force between PH and CH:

- Client may send payment confirmation by email to account management to expedite



the process.

– Official legal title of DTA for the Philippines: “CONVENTION BETWEEN THE REPUBLIC OF THE PHILIPPINES AND THE SWISS CONFEDERATION FOR THE AVOIDANCE OF DOUBLE TAXATION WITH RESPECT TO TAXES ON INCOME”.

– bir.gov.ph/images/bir_files/international_tax_affairs/Switzerland_treaty.pdf.

4.6.7. All payment methods are net of fees:

- SWIFT banking fees are borne by the client.
- Crypto fees (Bitcoin transaction fees, Ether gas prices) are borne by the client.
- Low or zero fee international payment methods are available, like TransferWise.

4.7. Arrears

4.7.1. Overdue invoices can result in suspension or termination of services:

- After 14 or more calendar days of outstanding balance, Piip is eligible to suspend further services of the client on the Piip platform.
- After 30 or more calendar days of outstanding balance, Piip will suspend service and all accounts of the client until all dues are fully settled.

4.7.2. Piip is eligible to claim the prepaid credit to settle unpaid bills after 30 days overdue.

4.7.3. Prior to taking any action in regards to arrears, Piip will duly inform client and warn by all available means of communication of an imminent suspension or termination.

5. Termination

5.1. Client wishes to cease the use of Piip «Order Now» service:

- 5.1.1. Client notifies Piip of the intent to terminate 30 days before last day (notification period), during which Piip will proceed with the regular invoicing.
- 5.1.2. On termination date, that is the date of notification plus 30 calendar days, Piip will present the client with the final invoice, where the prepaid credit will be deducted.
- 5.1.3. In case the prepaid credit is bigger than the amount due, Piip will refund the difference.

5.2. Violation of Terms of Services can result in suspension or termination:

- 5.2.1. Small infractions shall be dealt with by Piip informing the client to remedy the issue at hand within a certain amount of time, after which the client account will be suspended.
- 5.2.2. Crass violations of TOS or laws can result in immediate suspension or termination of services.
- 5.2.3. Piip reserves the right to suspend any account for any reason, at any time, at its sole discretion.
- 5.2.4. Appeal of suspension or termination is possible, and shall be dealt with in an expedite fashion.

6. Legal

- 6.1. These Terms of Services are governed exclusively by the laws of Switzerland.
- 6.2. Piip reserves the right to modify this document from time to time without advance notice.
- 6.3. Rights and duties under this contract, and the contract as a whole, cannot be assigned or ceded without express consent of the other party, with exception of arrears respectively bills outstanding.
- 6.4. If any provision of this contract should be, or become, invalid, void or infeasible, the other provisions shall remain intact, and the parties shall replace the invalid, void or infeasible provision by another provision which is in accordance with the economic goal of the contract and which conforms best with the will of the parties.