

## Terms and Conditions for Grab Smartphone Financing

**Important** – please read these terms carefully prior to clicking the agree and accept, if you disagree to the Terms of Use, please do not participate in this program. You (“You” or “Driver-Partner”) agree to purchase the Samsung phones (“Samsung Mobile Phones”) subject to this Terms of Use. By participating in this programme (“Grab Smartphone Financing), you agree that you have read, understood, accepted and agreed and shall be bound by these terms and conditions which shall form an integral part and to be read together with the application form (“Application Form”) (and or terms and conditions of the respective Samsung Mobile Phones offered in this Grab Smartphone Financing. You further agree to the representations made by yourself below.

The Terms of Use stated herein (collectively, the “Terms of Use” or this “Agreement”) constitute a legal agreement between you and **MyTaxi.PH, Inc.** (the “Company”). In order to participate in this Grab Smartphone Financing you must agree to the Terms of Use that are set out below.

You agree that as a technology company, the Company is selling the Samsung Mobile Phone with the primary purpose of carrying out a trade in order for you to be able to be a registered Grab driver-partner.

The Company reserves the right to modify, vary and change the Terms of Use or its policies relating to the Grab Smartphone Financing at any time as it deems fit. You agree that it shall be your responsibility to review the Terms of Use regularly.

### 1. Participation

You agree to participate with the Grab Smartphone Financing subject to the following pre-conditions:

- Current active Grab driver-partner
- Strong historical earnings and driver rating
- No fraudulent behaviour on the Grab platform
- Any other conditions as the Company sees fit

By participating in this Grab Smartphone Financing, you shall fill in an Application Form as requested and instructed by the Company. You shall select the intended Samsung Mobile Phone of your choice and agree to the payment terms stipulated in the Application Form over a period of four (4) consecutive months. In the event there are discrepancies between the Application Form and this Terms of Use, the Terms of Use will prevail and takes precedence. The Application Form shall be deemed as an integral part of the Terms of Use and be deemed to be an agreement between you and the Company.

You hereby agree to purchase the Samsung Mobile Phones and adhere to the payment terms as agreed in this Terms of Use and based on the email and in-app message you will receive. Upon agreeing to the Terms of Use, you are required to pick up the Samsung Mobile Phone located at Grab Main Office. Failure to pick up the Samsung Mobile Phones, the Company has the sole right and discretion to terminate this Terms of Use and you shall be liable to pay the entire financed amount in total. The time and date to pick up the Samsung Mobile Phone will be communicated to you if your application to purchase the phone is successful.

You agree the Company will install a security system known as “Knox”. This system allows the Company to manage and maintain security on your Samsung Mobile Phone. “Knox” provides autonomy for the administrators of the Company to send you messages via this system and initiate phone lockdown in the event security of the phone is threatened and/or where you have defaulted on your payment for 5 days or more.

You agree you will not root your Samsung Mobile Phone, or download any other applications that are illegal or not approved by the *Play Store* that will interfere with the safety and security of your Samsung Mobile Phone.

## **2. Driver-Partner’s Responsibility**

2.1 By participating and subscribing to the Grab Smartphone Financing, you accept and acknowledge that you shall be responsible and liable for, including but not limited to the Daily Payment (herein defined), and or applicable to this Grab Smartphone Financing.

2.2 The Company shall not be responsible to replace the Samsung Mobile Phone or any part thereof that is lost, stolen, damaged or defective. You shall be responsible for the repair and maintenance of the Samsung Mobile Phone.

## **3. Daily Payment**

3.1 Pursuant to the Company irrevocably and unconditionally offers to sell the Samsung Mobile Phones to you and you exercise your rights to accept and purchase the Samsung Mobile Phone at the daily consideration (“Daily Payment”) as set out below.

Day	Samsung Galaxy J4+	Samsung Galaxy J6+	Samsung Galaxy J8
Monday	Php88.00	Php138.00	Php175.00
Tuesday	Php88.00	Php138.00	Php175.00
Wednesday	Php88.00	Php138.00	Php175.00
Thursday	Php88.00	Php138.00	Php175.00
Friday	Php88.00	Php138.00	Php175.00

This Daily Payment schedule follows the same pattern and continues until March 22, 2019 and when the full amount is repaid 80 days starting from November 26, 2018.

- 3.2 The rights and exclusivity to grant the usage of the Samsung Mobile Phone is based on periodic and consistent payments as agreed on Daily Payment based on this Terms of Use and the Application Form.
- 3.3 Daily Payment shall be made via deductions from the Driver-Partner's cash and/or credit wallet on every business day for four (4) consecutive months until payment of the Samsung Mobile Phone is completed. Daily Payment is Monday to Friday.
- 3.4 All payments shall be made in Philippine Peso (PHP).

#### **4. Cancellation Fee**

- 4.1 Cancellation Fee will be imposed if Driver-Partners terminate the Grab Smartphone Financing before the period of 4 months is completed.
- 4.2 Cancellation Fee amount will be based on the balance due for remaining contract period.
- 4.3 If the Driver-Partner fails to make payment of Daily Payment for one month, the subscription will be deemed cancelled and Cancellation Fee shall apply.
- 4.4 Payment of Cancellation Fee shall be without prejudice to the collection of all monies owing to the Company by the Driver-Partner in accordance with Driver-Partner's account up to the time of termination. Driver-Partner shall be furnished with a final statement of account which shall be due and payable by Driver-Partner to the Company upon receipt.

4.5 In the event Driver-Partner absconded from the this Grab Smartphone Financing, Cancellation Fee will be charged to the Driver's cash wallet and/or credit wallet and the following ensue:

- a) The Samsung Mobile Phone IMEI and the mobile number tied to the Samsung Mobile Phone will be blocked.
- b) The Samsung Mobile Phone will be locked and therefore will not be able to be used .

## **5. Ownership**

Upon receiving the Samsung Mobile Phone, you will hold beneficial title to the Samsung Mobile Phone and the Company shall hold the legal title of the Samsung Mobile Phone until the full amount of the financing has been fully paid, subject to the terms and conditions of this Grab Smartphone Financing.

## **6. Exchange**

The Samsung Mobile Phone purchased cannot be returned or exchanged under these Terms of Use. Exceptions for exchange will be allowed for defective products only. Please check condition of the Samsung Mobile Phone upon collection. If you believe that your product is defective, please call Samsung customer service at 1800-22-8899. If Samsung determines, in its sole discretion, that the product is defective, you will be eligible to exchange your product. Samsung reserves the right to test your defective products.

To send back a product eligible for exchange, simply follow the instruction of Samsung Customer Service and send back your product with the original receipt and original packaging within fourteen (14) days of the date you receive the product.

## **7. Product Availability**

The Company shall make every effort to provide the Samsung Mobile Phone when you participate in this Grab Smartphone Financing, however due to popularity of some types of phones, the Company may restrict the number of such devices that you intend to purchase.

the Company endeavours to stay at the forefront of technological advancement. For this reason, the Company reserves the right to discontinue products without notice.

You further agree, the Company is not in a business of producing or manufacturing mobile phones, therefore in the event of any defective issues, must be raised to Samsung.

## **8. Defective Items**

If you discover what you believe is a product defect for any reason, please contact Samsung Technical Support on 1800-22-8899. Such a defect, if any, is covered under the terms of your product's warranty. Please refer to Samsung warranty information and other supporting documentation that came with your Samsung Mobile Phone.

## **9. Product Warranty**

9.1 All new Samsung Mobile Phones carry a one-year limited warranty against defects in materials and workmanship. You may review a copy of the Limited Warranty on new products, including its limitations and exclusions, before you purchase, by going to Samsung's website.

9.2 Samsung products are sold "AS IS" by the Company, but may be accompanied by their manufacturers' standard warranties. "AS IS" products are sold

by the Company as-is, where-is and, and without express or implied warranties from the Company. If you have questions about any manufacturers' warranties that accompany such products, please call 1800-22-8899.

## **10. Company's Liability**

10.1 These terms and conditions set out the full extent of our obligations and liabilities in respect of the supply of the Samsung Mobile Phone and performance of the Company and there are no warranties, conditions or other terms that are binding on us except as expressly stated in the Terms of Use Any warranty, condition or other term concerning the Samsung Mobile Phone which might otherwise be implied into or incorporated in the Terms of Use by statute, common law or otherwise (including without limitation any implied term as to quality or fitness for purpose) is hereby expressly excluded.

10.2 Notwithstanding Condition 10.1 nothing in the Terms of Use excludes, restricts or modifies any condition, warranty, right or liability implied into this Terms of Use (including any condition, warranty, right or liability imposed by any applicable laws where to do so is illegal or would render any provision of this Terms of Use void.

10.3 Nothing in the Terms of Use shall limit or exclude the Company's liability for death or personal injury caused by the Company's negligence.

10.4 Subject to clause 10.2 and 10.3, the Company's will not be liable under the Terms of Use for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

10.5 Subject to clause 10.2, 10.3 and 10.4, the Company's maximum aggregate liability under the Terms of Use whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to the Company's in respect of the Samsung Mobile Phone in question.

## **11. Data Protection**

By placing your order, you agree that the Company's may store, process and use data collected from your Application Form for the purposes of processing your Application Form. If you so indicate on the appropriate section of your Application Form, by placing your order you also agree that we may transfer such data, other than credit card details, to other companies in the Company group of companies in order to provide you with information from time to time on other Company products and services that may be of interest to you. If you do not agree to our transferring such data to other companies in the Company group of companies in order to provide you with information on other Company products and services, you should indicate your non-agreement on the appropriate section of your Application Form. You may obtain a copy of the data held by the Company's concerning you on request in writing. We reserve the right to charge an administration fee for processing such request. If any data held by us concerning you is incorrect, we will

correct it on your written request. You shall adhere to the Privacy Policy as listed in <https://www.grab.com/my/privacy/>

## **12. General terms and conditions**

12.1 The Company is not responsible for typographic errors.

12.2 The Company reserves the right to change the terms and conditions of the financing at any time.

12.3 No employee or agent of the Company shall have the authority to vary any of the Company's policies or the terms and conditions governing any sale.

12.4 The Company reserves the sole and absolute right to withdraw, amend, omit and/or vary any part or the whole of the terms and conditions of this Grab Smartphone Financing without prior notice to you herein.

12.5 The Company's decisions in any matter in relation to the Grab Smartphone Financing shall be final and conclusive. Any request for appeal and review shall not be entertained.

12.5.1 The Company shall not be liable for any claim by you or third-party claims or losses of any nature, including but not limited to, loss of profits, punitive, indirect, special, incidental, or consequential damages or for other damages and any related claims of any nature, including direct, indirect, third party, consequential or other damages resulting from or in connection with this Grab Smartphone Financing.

12.7 The Company disclaims any liability for loss or damage to property or any personal injury or loss of life resulting from or in connection with this Grab Smartphone Financing.

12.9 You acknowledges and agrees that the Company reserves the rights to disqualify any participation if the Driver-Partner is in breach of its obligations or any terms and conditions of this Grab Smartphone Financing. Notwithstanding the above, the Company reserves the right to reject any participation on the Driver-Partner at its sole and absolute discretion without assigning any reasons whatsoever.

12.10 The Company does not take any responsibility in the event the Driver-Partner is prevented from participating in the Grab Smartphone Financing, as a result of certain technical restrictions or other limitations specific or force majeure which including but not limited to regulatory and/or government directive, act of god etc.

12.11 All photographs, personal information and names submitted in the Grab Smartphone Financing service marks, trade names, trademarks are the property of the Company.

12.12 The Company reserves the right, at its absolute discretion, to use the names, photographs, voice or video recordings and entries of the Driver-Partner for publicity, advertising, trade or Grab Smartphone Financing purposes in any media, without first obtaining any consent nor making any payment whatsoever to the Driver-Partner.

12.13 Except as expressly mentioned herein, the Company shall not be responsible for any expenses and cost including out-of-pocket expenses related to or as a consequence of participating in this Grab Smartphone Financing.

12.14 In the event any of the provision in these terms and conditions is invalid, illegal and unenforceable under any applicable law or by any reasons whatsoever, the legality and enforceability of the remaining provisions shall not be affected.

12.15 No delay or indulgence by the Company in enforcing any terms or conditions herein shall constitute waiver by the Company of the Driver-Partner's breach of these terms and The ownership of a mobile phone is also owned by a the Company. Participants will pay the final mobile phone bill to their affiliates.