

## **END USER LICENSE AGREEMENT WITH YAHSHUA OUTSOURCING WORLDWIDE, INC.**

### **ACCEPTANCE OF TERMS.**

You should carefully read the following terms and conditions before using the YAHSHUA Software. This YAHSHUA Outsourcing Worldwide, Inc. End User License Agreement is a legal agreement (hereinafter referred to as this "EULA") between you (either an individual, company, or any other entity) and YAHSHUA Outsourcing Worldwide, Inc. for this YAHSHUA Software product which will be referred in this agreement as the "SOFTWARE". Unless you have a different license agreement signed with YAHSHUA Outsourcing Worldwide, Inc., by using the SOFTWARE, you agree to be bound by the terms of the EULA. You must have reached the age of majority for the legal jurisdiction that you reside in to access and sign this EULA. If you have not reached the age of majority, your guardian must agree to or sign this EULA. If you are entering into this EULA on behalf of an entity, you represent that you have authority to bind that entity. IF YOU DO NOT HAVE SUCH AUTHORITY OR YOU DO NOT AGREE TO THE TERMS OF THE EULA, NEITHER YOU NOR THE ENTITY MAY USE THE SOFTWARE.

### **GOVERNING LAW.**

This EULA shall be governed by the laws of the Republic of the Philippines.

### **SOFTWARE PRODUCT LICENSE.**

The Software product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, NOT SOLD.

### **USE AND REGISTRATION.**

This is not a free SOFTWARE. You agree to register this SOFTWARE with YAHSHUA Outsourcing Worldwide Inc. (YAHSHUA).

#### **1. GRANT OF LICENSE. This EULA grants you the following rights:**

YAHSHUA grants you as an individual, a personal, limited, non-exclusive license to use the SOFTWARE product.

For Mobile Application: You may install a limited copy of the SOFTWARE on any computer, mobile device or as agreed by YAHSHUA. A license for the SOFTWARE product may be shared or used concurrently on different devices.

For Web Application: YAHSHUA grants the user or company a limited, non-exclusive rights to use the SOFTWARE. The SOFTWARE is bounded on a per company basis and not per computer installation. The number of users may also be restricted depending on the written agreement between YAHSHUA and user.

#### **2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

**Not for Resale nor Sublease.** You may not resell, sublease or otherwise transfer for value, the SOFTWARE product. You acknowledge that YAHSHUA Software contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly permitted herein, you agree not to copy, modify, rent, lease, loan, sell, distribute or create derivative works based on this SOFTWARE, in whole or in part. You agree not to translate, reverse engineer, decompile, disassemble or make derivative works from this SOFTWARE. You agree not to modify this SOFTWARE in any manner or form, or to use modified versions of this SOFTWARE including (without limitation) for the purpose of obtaining unauthorized access to the data and unlimited use of this program.

Separation of Components. The SOFTWARE product is licensed as a single product. Its component parts

may not be separated for use on more than one computer.

YAHSHUA is not responsible for obtaining and maintaining the computer equipment and accessories used by the SOFTWARE, neither YAHSHUA shall be responsible for any Software and hardware incompatibilities that may occur upon installation of YAHSHUA's Software.

### **3. PRIVACY POLICY.**

YAHSHUA Privacy Policy provides information about the data that YAHSHUA collects and the ways in which this data is used by YAHSHUA. For use of this SOFTWARE on your device, YAHSHUA will collect data from your device in accordance with the provisions of this EULA and the YAHSHUA Privacy Policy. You may refer to the details of this Privacy Policy at: <https://policy.yahshuagroup.com>.

In compliance with **Republic Act No. 10173** or the **Data Privacy Act of 2012** and its **Implementing Rules and Regulations**, especially on **Rule X. Outsourcing and Subcontracting Agreements**, YAHSHUA implements the following policy in relation to the collection, use, and protection of your Data to provide you with a first-rate customer experience.

#### **Collection Of Data**

As part of our continuing relationship with you, we collect, process, use, and share your Data in accordance with the YAHSHUA Privacy Policy and the terms and conditions for the use of YAHSHUA products and services, as may be applicable.

The Data that we collect, process, use, and share are either Personal Information or Non-Personal Information:

Personal Information is 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, such as name, gender, date of birth, address, telephone/mobile number, email address, government identification, education, etc.

Non-Personal Information. This is any information that does not identify you individually, and includes statistical and analytical data, and anonymous and aggregate reports.

#### **Your Rights As Our Customer**

YAHSHUA recognizes that you, as our customer/client, should be the ultimate decision maker on matters that involve your Personal Information. To this end, YAHSHUA is mindful of the fundamental rights of each user under the Data Privacy Act of 2012.

Upon the availment of and continued use of any of our products and services, you have agreed to the collection and processing of your Personal Information that will enable us to provide you with the requested product or service.

As a YAHSHUA customer/client, you have the right to be informed whether your Personal Information were, are, or will be processed. We can provide you with the general facts relating to how your Personal Information are collected, handled, and processed; provided that any and all such requested information, whether individually or taken together, does not amount to information deemed confidential or proprietary by YAHSHUA or the request is vexatious or unreasonable.

Once you have registered as our customer/client, you may access your account details and correct your Personal Information by contacting YAHSHUA Customer Care (0917-772-1087) or by visiting our office or our website at [www.yahshuagroup.com](http://www.yahshuagroup.com).

When you use our website and electronically communicate with us, depending on your settings, we may use cookies, web beacons, small data text files, or similar technologies to identify your device and record your preferences, with your consent.

The completeness and accuracy of your information help us improve our products and services to you. Thus, we encourage or request you to update your Personal Information from time to time.

If at any time you object or withhold your consent to the collection and processing of your Personal Information, we will be constrained to terminate the requested product and service considering that without your Personal Information, we will not be able to deliver the said product and service.

Further, we will be unable to provide you with any updates on the upgrades of YAHSHUA systems, and you may be unable to participate in our events, promotions, or other activities.

The law also grants you the right to suspend, withdraw, or order the blocking, removal, or elimination of your Personal Information in our processing systems upon discovery and substantial proof that your Personal Information is no longer necessary for the purposes it was collected, and for such other cases provided in the Data Privacy Act of 2012.

We take paramount care in handling your Personal Information. You have the right to seek indemnity for damages sustained, if any, due to inaccurate, incomplete, outdated, false, unlawfully obtained, or unauthorized use of your Personal Information.

Should you feel at any point that there has been mishandling or misuse of your Personal Information, or that any of your data privacy rights have been violated, our channels are open for any such concern you would like to bring to our attention. You may email us at [dpo@yahshuagroup.com](mailto:dpo@yahshuagroup.com) or visit our office to lodge a complaint. We will make sure that your complaint is addressed and that it will remain confidential especially where the subject matter of the complaint is sensitive.

### **Use Of Data**

We may share Data to our subsidiaries, affiliates, partners, clients, and third party service providers as part of business operations and provision of products and services.

Without limiting the generality of the foregoing, Data is used to, among others:

- a) Provide you with your subscribed products and services, including customer support;
- b) Help us improve our quality of products and services;
- c) Create new products and services;
- d) Enhance your customer experience and determine tailored content to meet your preferences and needs;
- e) Communicate relevant services and/or advisories to you;
- f) Abide by any safety, security, public service or legal requirements and processes;
- g) Process information for statistical, analytical, and research purposes. We use your Non-Personal Information for statistical, analytical, and research purposes to create anonymous and aggregate reports that we use to further improve your user experience and to provide new products and services; and
- h) Comply with the requirements of the law and legal process, such as a court order; to comply with a legal obligation; or to prevent imminent harm to public security, safety or order, collectively referred to as "Data Use Purpose."

Our data processing is always in a manner compatible with declared, specified, and legitimate purpose.

Data processing is also adequate, relevant, and limited to what is necessary in relation to the purposes for which they are processed.

We will ask for your consent when there is an additional processing requirement other than those we have outlined above.

When required by our Privacy Policy and the law, and before we collect, process, use, or share and dispose your Personal Information for any other purpose other than enumerated above, we will ask for your consent.

### **Protection Of Data**

We respect your privacy. We take supreme care in protecting your Data. As such, we secure and protect your Data with proper safeguards to ensure confidentiality and privacy; prevent loss, theft, or use for unauthorized purposes; and comply with the requirements of the law.

As Information Security threats continue to develop and evolve at such a rapid pace, we make reasonable and appropriate security arrangements and measures that use a variety of physical, technical such as, but not limited to Encryption, authentication process, regular testing, assessment and evaluation of effectiveness of security measures, and procedural safeguards to protect Data. YAHSHUA runs a state of the art Security Operations Center with a dedicated team and personnel that monitors our database and systems to make sure risks to YAHSHUA and your data are properly managed.

We regularly review our information collection, storage, and processing practices, including physical security measures, to guard against unauthorized access to our system and unauthorized alteration, disclosure, or destruction of information we hold. We only permit your Data to be collected, processed, used and shared by our authorized employees who hold such information under strict confidentiality and in accordance with their employee obligations and who have implemented minimum security features against data leakage, unauthorized access, or disclosure. We restrict access to information to YAHSHUA employees who need to know such information in order to process it, who are subject to strict technical safeguards, and who are accountable if they fail to meet these obligations.

Furthermore, we only give you or your authorized representative access to your Personal Information. We do not sell your Personal Information to anyone for any purpose. We also do not use nor share your Personal Information with content and/or information providers without your prior request or consent. Personal Information will only be disclosed to third parties in accordance with this Privacy Policy and the law.

We keep our records as accurate as possible. If your Personal Information is wrong, we give you ways to update it. Once you have registered as our customer/client, you may access your account details and correct your Personal Information by contacting YAHSHUA Customer Care (0917-772-1087) or by visiting our office or our website at [www.yahshuagroup.com](http://www.yahshuagroup.com).

We keep your Personal Information in our business records, as may be applicable, while you are a customer/client, or as long as it is necessary to fulfil the purpose for which it was collected, or while it is needed by us for business, tax, or legal purposes.

When disposing of your Personal Information, we take reasonable measures to ensure that it is done properly and is not accessible to the public.

We are not responsible for information, content, application, product, or service that we do not provide. But because we care for you and protect you, we take measures to fight spam, fraud, or any

unauthorized messages that traverse our network.

We shall cooperate with law enforcement agencies to curtail criminality and prevent criminals from wreaking havoc over the internet, which shall include the blocking of certain sites or prevention of access to certain individuals, all in accordance to the stipulations of the law and with respect to legal due process.

#### **4. UPGRADES OR MODIFICATIONS.**

If the SOFTWARE is upgraded or modified, you must be properly licensed to use a product identified by YAHSHUA as being eligible for the upgrade/modified in order to use the SOFTWARE. You may use the resulting upgraded/modified product only in accordance with the terms of this EULA. If the SOFTWARE is an upgrade/modified of a component of a package of SOFTWARE programs that you licensed as a product, the SOFTWARE may be used and transferred only as part of that product package and may not be separated for use on more than one computer.

All rights for improvements and even paid customization by the clients are still considered YAHSHUA's property. YAHSHUA reserves the right to include new features in the SOFTWARE without permission from the user even if the features originates from user.

#### **5. UPDATES.**

To provide you with a better user experience, YAHSHUA may provide you with SOFTWARE update services, including but not limited to system SOFTWARE updates and app updates. The SOFTWARE's update service is designed to improve the performance, safety, and reliability of products, and to meet the functional customization needs of users, according to the agreement between YAHSHUA and user. The SOFTWARE's updates include error repairs, system SOFTWARE updates, app updates, and performance enhancements.

Any update provided by YAHSHUA for replacement or supplemental SOFTWARE is governed by this EULA, unless such update is accompanied by a separate End User License Agreement, which will prevail. If you decide not to download and use an update provided by YAHSHUA, you understand that you may place the SOFTWARE under serious security risk or cause the SOFTWARE to be unusable or unstable. Some of the functions of the SOFTWARE may be limited based on the version. Updating to the latest version may improve your user experience.

The YAHSHUA Software will automatically search for and download new update packages to provide you with timely update services. These updates are designed to resolve cyber security loopholes and prevent new threats, and it is important to accept and install security related system updates in a timely manner. Due to the importance of these updates, the SOFTWARE may automatically install some downloaded updates. We strongly recommend that you do not change your device's default configurations to avoid SOFTWARE issues resulting from delayed updates.

#### **6. COPYRIGHT & INTELLECTUAL PROPERTY.**

Republic Act No. 8293. All title and copyrights in and to the SOFTWARE products (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software), the accompanying printed or softcopy materials, and any copies of the SOFTWARE are owned or purchased by YAHSHUA or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE Product is the property of the respective content owners and may be protected by applicable copyright or other intellectual laws and treaties. The SOFTWARE is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material except that you may install the SOFTWARE on a single computer provided you keep the original solely for backup or archival purposes.

You may not copy the printed or softcopy materials accompanying the SOFTWARE.

## **7. LIMITED WARRANTY.**

The SOFTWARE is provided "AS IS" and without warranties as to performance or merchantability or any other warranties whether expressed or implied.

YAHSHUA's entire liability to the client and its partners and your exclusive remedy shall be a refund of paid subscription fee with a maximum total of six (6) months period or credit of six (6) subscription months. In no event shall the liability of YAHSHUA arising from your use or inability to use the software exceed the fee paid by you for this license.

No other warranties. To the maximum extent permitted by applicable law, YAHSHUA and its referrals and partners disclaim all warranties and conditions, whether express or implied, statutory or otherwise, including but not limited to, warranties of merchantability, fitness for a particular purpose, title, and non-infringement, with regard to the software product, and the provision of or failure to provide support services. YAHSHUA disclaims any warranty as to the performance of the SOFTWARE or as to the results that may be obtained by using the SOFTWARE. The entire risk as to the installation, quality, use and performance of the SOFTWARE is with you. In no event shall YAHSHUA or its staff, referrals and representatives be liable for any special, incidental, direct, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the SOFTWARE product or the provision of or failure to provide support services within a specified period, even if YAHSHUA has been advised of the possibility of such damages. YAHSHUA grants no warranty and shall have no liability whatsoever beyond the 30-day period warranty.