



The Products and Services are operated by MyBusybee, Inc. and therefore this Agreement is between the subscriber/customer ("You") and MyBusybee, Inc. ("BUSYBEE") www.mybusybee.net is a website owned by MyBusybee, Inc. Wherever the term "BUSYBEE" is used in this document, it represents the company MyBusybee, Inc. and the products and services provided through www.mybusybee.net and www.brandtxt.io

BUSYBEE reserves the right, in its sole discretion, to modify or change this Terms of Use at any time with or without prior notice to You. You should contact customer support or visit BUSYBEE website to review the current Terms of Use regularly. The date of the last update will be posted at the top of this Terms of Use for Your convenience. Your continued use of the BrandTxT following the posting of any changes to the Terms of Use constitutes Your full acceptance of those changes. If You have any questions, concerns, or comments about this Terms of Use, You may contact customer support at support@mybusybee.net

BUSYBEE provides individuals, businesses, and organizations with a proprietary state-of-the-art messaging platform for managing/organizing SMS. BUSYBEE BrandTxT may NOT be used for sending unsolicited messages (sometimes called "spam"). See our Anti-SPAM Policy.

1. ANTI-SPAM POLICY

BUSYBEE has a no-tolerance spam policy. BUSYBEE customer support actively monitors reports from NTC or consumers who have received spam text using our BrandTxT. Any customer found to be using BUSYBEE BrandTxT for spam will be immediately cut off. If You know of or suspect any violators, please notify customer support immediately.

- a. **What is Spam** - Spam is defined as any unsolicited message also known as UCS (Unsolicited Commercial SMS) sent to a Recipient without the Recipient's express prior consent or permission. As such, You are not permitted to send messages to acquire or purchase third-party contact lists, or to Recipients who have made clear that they do not wish to receive messages from You. You shall inform all Recipients of the right to 'opt-out' of or unsubscribe from Your messages, with instructions on how to do so.
- b. **What constitutes a pre-existing business relationship (a required condition for permission-based messaging) and consent** - The recipient of Your message has made a purchase, requested information, responded to a questionnaire or a survey, had offline contact, or simply opted in to receive a message from You.
- c. **Guidelines** - You commit that (a) there is prior affirmative consent from the recipient, or (b) the following conditions are present:
 - i. commercial electronic communication contains a simple, valid, and reliable way for the recipient to reject the receipt of further commercial electronic messages (opt-out) from the same source;
 - ii. commercial electronic communication does not purposely disguise the source of the electronic message; and
 - iii. commercial electronic communication does not purposely include misleading information in any part of the message to include the recipients to read the message.

2. DISCLAIMER

You acknowledge and agree that Your use of BUSYBEE, BUSYBEE's websites, and other BUSYBEE products and services is at Your sole risk and that the products and services are provided 'as is' and with no warranties of any kind. BUSYBEE including its directors, employees, officers, agents, affiliates, and partners, to the maximum extent permitted by law, disclaims any and all representations and warranties, whether express or implied, including, but not limited to the accuracy of the information, or the quality, performance, non-infringement, merchantability or fitness for use for a particular purpose, nor any warranty as to the results that may be obtained by using the services. Furthermore, BUSYBEE does not give any warranty that the services and/or site will always be available, accessible, uninterrupted, timely, secure, accurate, complete, and error-free, nor does BUSYBEE warrant any connection to or transmission from the internet.

Limited Liability. Under no circumstances, excluding negligence and willful misconduct, shall You hold BUSYBEE including its directors, employees, officers, affiliates, and partners liable for any losses of profits, loss of business or goodwill, loss of data, or use of data, interruption of business, nor for direct, special, incidental, or consequential damages of any kind however caused under or arising out of this Agreement or Your use or inability to use BUSYBEE.



Furthermore, You agree that You shall be liable for all consequences, costs, and/or penalties, arising out of Your use or misuse of the BUSYBEE's Products/Services or infringement of any intellectual property rights or other rights of any person or entity, or breach of any of Your representations, acknowledgments and warranties or other terms herein, whether intentional or not. Furthermore, You agree to hold BUSYBEE its employees, officers, affiliates, and partners, harmless from any claim, demand, or suit, whether in civil or in criminal law, including without limitation reasonable legal fees, made by the Recipient or any third party due to any such breach.

3. COMMITMENTS

Subject in each case to the terms listed in the remainder of this Agreement, You hereby commit and agree that:

BUSYBEE BrandTxT (Sending via SMS Gateway)

- a. The service may only be used for lawful purposes.
- b. You acknowledge and accept payment terms issued by BUSYBEE Finance Department. The finance department will determine the BrandTxT plans (Prepaid or Pay-per-use) and the pricing in the invoice. The amount in the Invoice once accepted by You shall be the final amount to be settled within the allotted period.
- c. You acknowledge that Prices may be subject to change without prior notice, for reasons including, but not limited to, changing market or cost conditions, foreign exchange rate fluctuations, or any other unforeseen circumstances that are beyond BUSYBEE's control. In the event of price changes, BUSYBEE will communicate such changes to You in writing, which includes Email communication and or Notification via SMS.
- d. SMS fees are charged on a "per sent" basis and are not dependent on the delivery status because BUSYBEE has no direct control over the sending of SMS, but the actual delivery is dependent on numerous factors outside of BUSYBEE's control, including but not limited to, the validity of the mobile number, the status, and location of the recipient's phone, restrictions or delays on the part of the mobile network, the Telcos network's signal, Handset issues, rejected SMS by the telcos and many more.
- e. Once the SMS has been sent from our platform, the message fee is deducted from Your balance in real-time.
- f. You agree that Sender IDs registration is dependent on the processing of the telcos and might go beyond the typical 1-7 days processing period.
- g. You agree that payment sent to BUSYBEE will be NET of any kind of transactional fees (Telegraphic fees, Outgoing Charges, Correspondent's bank Fees, Intermediary/Ancillary Fees, Incoming Charges, or any kind of related bank fees). These fees should be paid by You.
- h. You agree to import, access, or otherwise use only lists for which all listed parties have consented to receive correspondence from You ("Permission-Based Lists") in connection with Your use of the BrandTxT. You hereby covenant that You shall not use any other lists in connection with Your use of the BrandTxT.
- i. You acknowledge and agree that not all messages sent via BUSYBEE SMS Gateway will be received by their intended recipients due to clause 3.d.
- j. You comply with Telco's restrictions as outlined in this Agreement.
 - i. P2P Messages and International Numbers are strictly not allowed.
 - ii. Phishing, SMSGing, Scam, or any fraudulent messages are strictly not allowed. See Penalties on Annex A
 - iii. Numeric Sender IDs are not allowed.
 - iv. Sender ID's containing the words "TEST", "MESSAGE" and "SMS", along with all their permutations (e.g., TESTING, TEST123, ABC TEST, MSG, SMS, etc.) are not allowed, unless approved through the Sender ID approval form.
 - v. Alphanumeric sender IDs containing more than 5 numeric characters will need to undergo approval through the sender ID approval form.
 - vi. Sender IDs that portray other networks "GLOBE", "SMART", "SUN" along with all its permutations (e.g., SMART-MONEY, SUNCELL, SMART LIVE, SMART LOAD, GCASH, etc.) are not allowed.
 - vii. Generic Sender IDs are not allowed.
 - viii. Sender IDs that portray banking or financial institutions are not allowed unless there is a verified LOA.
 - ix. Adult Content (any advertisement promoting nudity/profanity/violence, if illegal under Philippine law) is not allowed.
 - x. Alcohol (any advertisement promoting the use of alcohol, even if legal under Philippine Law) is not allowed.
 - xi. Drugs (any advertisement promoting the use of drugs and other illegal substances, if illegal under Philippine law) are not allowed.
 - xii. Gambling (any advertisement promoting gambling, whether legal or illegal under Philippine law) is not allowed.
 - xiii. Election (any advertisement promoting a candidate for elections, whether legal or illegal under Philippine law) are not allowed.
 - xiv. Tobacco (any advertisement promoting MBB the use of tobacco, even if legal under Philippine Law) is not allowed.



- xv. Nudity, Obscenity, Pornography (any advertisement promoting the use of tobacco, even if legal under Philippine Law) are not allowed.
 - xvi. Virus, trojan, malware, or any malicious contents hidden via short URLs will be blocked.
 - xvii. Sending multiple messages with the same contents to a single number will be blocked.
 - xviii. Gibberish contents will be blocked.
 - xix. Unregistered Sender IDs will not be delivered.
 - xx. No retries feature is available.
 - xxi. For marketing campaigns, it is a must to put OPT OUT MECHANISM in the message contents.
 - xxii. Spam messages are strictly prohibited.
- k. You agree to receive E-News, Newsletters, Announcements, Updates, Product Promotions, and any related matters in any form of communications from BUSYBEE.
 - l. BUSYBEE, at its discretion and at any time, may immediately disable Your access to the BrandTxT without refund if BUSYBEE believes in its sole discretion that You have violated any of the policies listed above or anywhere else in this Agreement.
 - m. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
 - n. BUSYBEE and You agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy.
 - o. No agency, partnership, joint venture, or employment is created because of the Agreement, and You do not have any authority of any kind to bind BUSYBEE in any respect whatsoever.
 - p. In any action or proceeding to enforce rights under the Agreement, BUSYBEE will be entitled to recover its costs and attorneys' fees. The Agreement shall be governed by the laws of the Philippines. All legal actions in connection with the Agreement shall be brought in a court of competent jurisdiction in Quezon City to the exclusion of other courts.

4. LAWFUL USE

It is Your responsibility to ensure that You are legally allowed to use bulk SMS messaging services where You are located and that You will use BUSYBEE products and services in accordance with the laws of where You are located.

5. CONTENTS

You bear full responsibility for the message content including the Sender ID - if applicable (which indicates on the Recipient's mobile device who the message is from) submitted via Your BUSYBEE account. You agree that the message content You send will not be illegal, malicious, misleading, or pornographic (or otherwise perceived as Adult Entertainment), and shall not promote hatred, violence, or terrorism, infringe any third party intellectual property, copyright trademark, or privacy, extract personally identifiable information or make false promises, or contain any viruses or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. In addition to the aforementioned content restrictions, You are strictly prohibited from using a Sender ID, which intentionally impersonates a third party without prior permission from that third party, or misrepresents Yourself in any way to the Recipient.

6. PAYMENT TERMS

Payment for BUSYBEE BrandTxT Prepaid Accounts should be done immediately after receiving the Sales Order. Credits will be added to the Client's account once payment is verified. Copy of BIR 2307 should be provided if a certain amount is withheld upon payment.

PAYMENT INFORMATION
BANCO DE ORO



Account Name: MYBUSYBEE INC.
Branch: BDO VISAYAS AVENUE
Account Type: CURRENT ACCOUNT (PESO)
Account Number: 001070235111

BANK OF THE PHILIPPINE ISLANDS

Account Name: MYBUSYBEE INC.
Branch: BPI VISAYAS AVENUE
Account Type: CURRENT ACCOUNT (PESO)
Account Number: 3371-0067-79

7. INDEMNIFICATION

End-User agrees to indemnify and hold BUSYBEE, its officers, directors, employees, agents, representatives and licensors free and harmless from any claim or demand (including but not limited to reasonable legal fees) made by a third party due to or arising out of or related to End User's violation of the terms and conditions of this Agreement, End User's violation of any laws, regulations or third party rights or End User's gross negligence or willful misconduct, such as, but not limited to unlawful securing or getting of sensitive personal information for the purpose of using it in fraud, or for participating in fraudulent business practices, or for the purpose of identity theft and misrepresentation whether by way of instant messaging or through the use of phone calls, voice over internet protocol, sending of computer related phishing kits or materials such as viruses, worms, spyware, time bombs or other malware or programming devices that are designed to modify, delete, damage, disable or deactivate any software, hardware, data or systems or a combination of all those mentioned and other facilities of information technology, which may include but not limited to use, development and/or possession of phishing kits or materials to commit fraud and the creation of fake websites to send bogus emails in order to defraud another person.

BUSYBEE agrees to indemnify, defend and hold End User and its Affiliates harmless, at BUSYBEE's expense, from any claims, demands, actions, suits, damages, losses, liabilities, costs, or expenses of any nature, including, without limitation, reasonable attorneys' fees, incurred by its employees or its affiliate(s) as a result of any breach of this Agreement by BUSYBEE or any of the representations or warranties contained in this Agreement. In the event of an infringement claim, BUSYBEE shall have no obligation pursuant to this section to the extent that the claim is caused by the modification of the product by the End User or its agents, without BUSYBEE's prior written consent, that causes it to deviate from the Documentation, or to the extent the infringement is caused by the use of other than the most current version of the Product if the current version would be non-infringing, has been made available promptly to End User at no additional charge, and End User has had sufficient time to install, execute and operate such current version without impacting its business operations. If the unmodified Product becomes, or in BUSYBEE's opinion is likely to become, the subject of a claim of infringement or misappropriation, BUSYBEE shall, at its option and expense, promptly either: (i) modify or replace the Product to be non-infringing while giving equivalent performance and functionality, or (ii) obtain for End User the right to continue using the Product under terms substantially similar to those then in effect under this Agreement, however, subject to the restrictions mentioned and explained in this Term of Use.

8. LIMITATION OF LIABILITY

Except for any claims arising under the foregoing Section, or which are based upon gross negligence or intentional misconduct, regardless of whether any remedy set forth herein fails of its essential purpose or otherwise, to the extent permitted by the law of the jurisdiction in which end user procured this license: (a) BUSYBEE (including any affiliates) will not be liable for any indirect, exemplary, special, consequential, or incidental damages of any character, including, but not limited to, damages for computer malfunction, loss of information, lost profits and business interruption, and the cost to obtain a substitute product, arising in any way out of this agreement or the use of (or inability to use) the product, however caused, and whether arising under a theory of contract, tort or any other legal theory, even if BUSYBEE or its employees was advised of the possibility of such damages; (b) in no event will BUSYBEE's total liability to End User relating to this agreement or the use (or inability to use) the product exceed the cumulative amount paid by the End User under this agreement;

9. TERMINATION



You are entitled to terminate this Agreement at your discretion by providing written notice to BUSYBEE's Customer Support team. We understand that business needs can evolve, and we aim to offer flexibility to accommodate such changes. However, it's important to note that due to the significant upfront investments BUSYBEE incurs in onboarding, training, account setup, account routing, etc. we are unable to offer cash refunds upon the termination of this Agreement.

Should you choose to terminate, please be aware that any untouched account, remaining balance or unused credits in the account will not be eligible for a cash refund. Instead, BUSYBEE will convert this balance into credits within your account. These credits will be held on your behalf and can be applied towards future services or products offered by BUSYBEE, should you decide to engage with our services again in the future.

If there are suspected fraudulent activities detected, BUSYBEE may terminate this Agreement or the BrandTxT, disable Your account or put Your account on inactive status, in each case at any time with or without cause, and with or without notice. BUSYBEE shall have no liability to You or any third party because of such termination or action. BUSYBEE may delete any of Your archived data within 30 days after the date of termination. If Your account is classified as inactive for over 60 days, BUSYBEE will inform the client of the inactivity. If You have implemented no action, BUSYBEE has the right to permanently delete all of Your account data. This Term of use will continually to be enforceable yearly and will auto renew if no request for termination has been received.

10. PROHIBITED CONTENTS

BUSYBEE prohibits the use of the BrandTxT by any business, person, or entity that:

- a. Provides, sells, offers, promotes, or sends deceptive content such as winning in lottery or contests, fraudulent schemes, fake content for phishing, etc. to solicit or steal load, money, or any economic value from the public.
- b. Provides, sells, or offers to sell any of the following products or content (or services related to the same): pornography or illicitly pornographic sexual products, including but not limited to magazines, video, and software; escort services; illegal goods; illegal drugs; illegal drug contraband; pirated computer programs; instructions on how to assemble or otherwise make bombs, grenades or other weapons.
- c. Displays or markets material that exploits children, or otherwise exploits children under 18 years of age.
- d. Provides, sells, or offers products, services, or content frequently associated with unsolicited commercial email, a.k.a. spam, such as online and direct pharmaceutical sales, including but not limited to health and sexual well-being products, work at home businesses, credit or finance management, including but not limited to credit repair and debt relief offerings and stock and trading tips, and mortgage finance offers, DJ/nightclub, event/club promotions/party lists, and odds making and betting/gambling services, including but not limited to poker, casino games, horse and dog racing and college and pro sporting events.
- e. Provides material that is grossly offensive, including blatant expressions of bigotry, prejudice, racism, hatred, or excessive profanity or posts any obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable content.
- f. Posts or discloses any personally identifying information or private information about children without their consent (or their parent's consent in the case of a minor).
- g. Sells or promotes any products or services that are unlawful in the location at which the content is posted or received.
- h. Introduces viruses, worms, harmful code, and/or Trojan horses on the Internet.
- i. Promotes solicits or participates in pyramid schemes or multi-level channel and/or network marketing (MLM) businesses, including but not limited to personal work-at-home offers promoting "get rich quick", "build Your wealth" and "financial independence" offerings.
- j. Engages in any libelous, defamatory, scandalous, threatening, harassing activity.
- k. Posts any content that advocates, promotes, or otherwise encourages violence against any governments, organizations, groups, or individuals or which provides instruction, information, or assistance in causing or carrying out such violence.
- l. Provides content, including images, of authors, artists, photographers, or others without the express written consent of the content owner.

11. MODIFICATIONS OF TERMS



BUSYBEE may, at its sole discretion, amend, modify, add, remove or altogether change the terms and conditions of this Agreement. BUSYBEE shall notify You via email of any changes. Upon acknowledgement of the email notice, You are deemed to have agreed to the updated terms.

12. CONFIDENTIALITY

BUSYBEE unqualifiedly agrees to maintain in extreme confidence any and all Confidential Information obtained because of this Contract and hereinafter acknowledges its concomitant obligation not to publish, disclose, share, or otherwise reveal to any third party or his agent or sub-agent, franchisees, or business partners or representatives, the aforesaid information, or any negotiations or discussions thereof with You without Your prior written consent. For purposes of this Contract, any and all information, communication, and notice that You provide shall be considered confidential information.

However, in the event of court proceedings or any investigations from regulators or recognized authorities, You hereby accepts the waiving of this confidentiality protection in compliance BUSYBEE's obligations to regulators and authorities.

AGREED and ACCEPTED

Signature: _____
Name: _____
Company: _____
Position: _____
Date: _____

ANNEX A

CHARGES AND FEES - Penalties for Fraudulent SMS

For A2P Messaging Service Partners/Users

Minimum Penalty Amount (Baseline Sanction) (WHICHEVER IS HIGHER) + DAMAGES (which includes, Fraud Loss (if any) + COSTS (if any- e.g. Reworks, Adjustments, Appeasements) + Any other Actual Loss or Damage suffered by BUSYBEE

A. BASELINE SANCTION

FOR A2P MESSAGING SERVICE Partners/USER

NUMBER OF OFFENSE	VIOLATION (OCCURRENCE)	VIOLATION (RECURRENCE)	HABITUAL VIOLATION
1ST	₱500,000	₱900,000	TERMINATION (if Business decides to continue the partnership, sanction penalty + ₱5,000,000
2ND	₱1,000,000	₱1,400,000	
3RD	₱1,400,000	₱2,000,000	
4TH	₱2,000,000	₱2,000,000 + Performance Review	
5TH	Review for termination + ₱2,000,0000 penalty	Review for termination + ₱4,000,000 penalty	

NOTE: For Partners/Users with multiple accounts, **MINIMUM PENALTIES** will be on a per account basis, meaning, each account which the fraudulent SMS originates, will incur penalties.

Other Sanction/Penalty Computation Guidelines

- Refresh on the sanctions will be based on Partner's performance on an annual basis. If no recurring violations within the first (1st) year performance, reset of count of violations will happen the following year. Sanctions shall start again at 1st offense, depending on the type of violation.
- Partner performance monitoring is within a three (3) year period
- Partner is subjected to these guidelines for as long as it is with active engagement with BUSYBEE and its subscribers.
- Notwithstanding the foregoing penalties, BUSYBEE reserves the right to impose a higher or lower penalty as may be warranted by the circumstances.