

TERMS OF USE AND SERVICE AND PRIVACY POLICY

READ THIS AGREEMENT CAREFULLY BEFORE USING ANY BASIC ENVIRONMENTAL SYSTEMS & TECHNOLOGIES, INC. ("BEST") WEBSITE, MOBILE APPLICATION AND/OR SERVICE. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN BEST AND YOU, INCLUDING ANY BEST CUSTOMER, USER OR WEBSITE VISITOR (collectively referred to herein as the "Customer").

BY ACCESSING THIS AND/OR SIGNING UP, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF USE AND SERVICE AND PRIVACY POLICY OF BEST INCLUDING THE COLLECTION, USE AND PROCESSING OF YOUR PERSONAL DATA IN ACCORDANCE WITH THE TERMS AND CONDITIONS THEREOF AND THE DATA PRIVACY ACT OF 2012.

TERMS OF USE AND SERVICE

This Agreement governs the use of MY BASURERO and any BEST website, application and service (collectively the "Service" or "Services") and is effective as of the moment the Customer indicates agreement on MY BASURERO, any BEST website or application or from the moment the two parties sign a paper version or Customer sign up form, or as of the moment the Customer accesses and uses any BEST Service (whichever comes first).

In addition to these Terms of Service, this Agreement includes BEST's privacy policy (the "Privacy Policy").

Definitions

"MY BASURERO" shall mean the mobile application used to access services offered by BEST.

"Password" shall mean the code used to access the Customer's account in MY BASURERO.

"Acceptable Waste" is non-hazardous solid waste. Acceptable Waste does not include:

- FOG, fats, oils and grease, hazardous, toxic and construction debris
- Chemical waste
- Sharp waste
- Medical waste and expired medicines
- Explosives, fireworks and flammable waste
- Prohibited drugs
- Nickel-cadmium or lead-acid batteries
- Food residuals
- Mercury-added products
- All E-waste
- Bulky waste
- Yard waste
- White goods (e.g. worn out hh, commercial, industrial appliances, etc.)
- Used oil, sludge, liquid wastes, asbestos
- Corrosive agents
- All hazardous waste
- Such other waste, the collection, handling or disposal of which are subject to and governed by special laws, rules and regulations

Basic Terms

MY BASURERO is for the exclusive use of the Customer.

Services shall ONLY involve Acceptable Waste. In case of breach and without limiting the remedies of BEST, Customer shall be liable for damages including moral and exemplary damages to BEST. In addition, Customer shall protect and defend and hold free and harmless BEST from any and all liability relating to the same.

Except to the extent specifically provided in this Agreement, and except to the extent that applicable law specifically forbids, BEST shall have no liability for any loss or damage incurred by the Customer.

Signup or registration and access to MY BASURERO does not mean that all requests for Services will be approved. Requests shall be subject to review and prior payment.

Service fee quotes shall include standard tipping fee at a DENR registered / accredited sites.

If, at the schedule, the Customer or Customer's authorized representative is not present, cannot be contacted or otherwise unable to bring the Acceptable Waste at the agreed collection point or Materials Recovery Facility (MRF) area accessible to the BEST representative and/or truck, the trip shall be considered as COMPLETED and no refund will be made.

Reschedule/s may only be requested if made, either through MY BASURERO or call, at least 48 hours from the originally scheduled time and date stated in MY BASURERO.

Except through MY BASURERO or duly authorized representatives of BEST, the Customer is absolutely prohibited from directly contracting or proposing, receiving or soliciting a proposal to contract, with any BEST personnel or representative.

Registration

The Customer must be a juridical entity organized and existing under the laws of the Philippines, if an individual, at least 18 years old.

The Customer must provide a physical address, valid email and contact information during registration.

For security purposes, a PASSWORD will be sent to the email address provided by the customer and registration will be given a unique key / code.

The Password is strictly confidential and should not be disclosed, given to or made available for use by any other person.

Use login is valid on a single device and cannot be accessed using 2 separate devices at the same time. One device will be logged out to give way to the one trying to gain access.

Forgot Password

If the Customer forgot his/her Password, the Customer can retrieve the account by clicking the button "FORGOT PASSWORD".

The new Password will be sent to the cardholder's registered email address.

Acceptable Use Policy ("AUP")

a) Customer represents that it has read all AUPs applicable to Services in addition to this Subsection, and Customer will adhere to its requirements.

i) Without limiting the generality of the foregoing, the Customer will not allow the Service or any BEST equipment to be used for activities prohibited by the AUP. Third party violations of the AUP using Customer's Service, including, points of access to the Internet, systems, software, or equipment assigned to Customer, will be considered violations by Customer.

ii) Notwithstanding any provision to the contrary in this Agreement, and without limiting any of BEST's rights or remedies, BEST may suspend the Service in whole or in part in the event that BEST reasonably suspects an AUP violation. Reasonable suspicion pursuant to the preceding sentence includes, without limitation, errors or inaccuracies on registration and third-party notice or claim that the Customer's use of the Service infringes on third party rights. BEST will make reasonable efforts to notify the Customer before any such suspension, unless the AUP violation calls for immediate action to prevent injury or liability, in BEST's opinion and at its sole discretion. Suspension pursuant to this Subsection may continue so

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long as BEST reasonably suspects an AUP violation. BEST is not liable for any Service suspension authorized by this Subsection, or for any related loss, even if the suspected AUP violation did not occur.

iii) BEST has no obligation to monitor the Service for AUP violations or for other illegal or improper conduct but may do so and may disclose information regarding use of the Service for any reason, including: to satisfy laws, regulations, or governmental, legal, or law-enforcement requests; to operate the Service properly; and to protect itself and its customers. BEST may grant law enforcement agencies access to its equipment, including equipment used to provide the Service to Customer.

iv) BEST does not condone the use of spamming.

Service Levels & Remedies.

a) BEST will not be liable for Service interruptions or any other Service failures. In the event of hardware failure, BEST will make reasonable efforts to recover lost data, but data-recovery is not guaranteed;

b) All Service features, are provided pursuant to the provisions of the Section below and the other terms and conditions of this Agreement.

Maintenance & Security.

a) BEST may interrupt the Service to perform maintenance on BEST applications, website and equipment or to address and/or mitigate the effects of security breaches, virus attacks, denial of service attacks, and other intentional interferences by third parties. BEST will exercise reasonable efforts to inform the Customer before interrupting Service and to repair the Service promptly.

b) The Customer will promptly report any Service failure to BEST via the online ticketing system, messaging feature of the order or Messenger Chat. BEST is not responsible for providing physical access to or copies of software, data, or content under any circumstances and is not required to provide access.

i) after any termination or suspension of the Customer's Service or

ii) in the event of hardware failure, abuse by hackers or other third parties, improper administration by the Customer, or other interruption of network access.

Warranties, Disclaimers, & Limitations of Liability.

a) BEST MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BEST does not warrant that the Service will be uninterrupted, or error-free. The Service is provided with no warranties regarding protection from attacks, data integrity or data availability. No communication between the Customer and BEST will create a warranty or in any way alter or restrict any disclaimer of warranty or limitation of liability set forth in this Section or elsewhere in this Agreement. As used in the previous sentence, "communications" include, without limitation, marketing materials and representations of salespeople, advice provided by BEST or any of its representatives, the Customer's signup, quotations for collection and any work order or other ordering document.

b) BEST WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR MULTIPLE DAMAGES, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

c) Except to the extent specifically provided in this Agreement, and except to the extent that applicable law specifically forbids such limitation of liability, BEST WILL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS RESULTING FROM ANY OF THE FOLLOWING OR FROM ANY BEST EFFORTS TO ADDRESS OR MITIGATE ANY OF THE FOLLOWING:

i) SECURITY BREACHES, INCLUDING WITHOUT LIMITATION EAVESDROPPING, THIRD PARTY ACCESS TO THE CUSTOMER DATA OR TO ASSIGNED TERMINALS, THIRD PARTY ACCESS TO OR MISUSE OF PASSWORDS PROVIDED TO/BY BEST;

ii) RELEASE OR EXPOSURE, FOR ANY OTHER REASON, OF SENSITIVE OR PERSONAL INFORMATION OR OTHER PRIVATE DATA, INCLUDING DATA BELONGING TO THE CUSTOMER'S OWN CUSTOMERS AND OTHER USERS;

iii) DENIAL OF SERVICE ATTACKS, VIRUSES, WORMS, AND OTHER INTENTIONAL INTERFERENCE BY THIRD PARTIES, INCLUDING WITHOUT LIMITATION BY OTHER BEST CUSTOMERS;

iv) LOSS OF DATA OR LOSS OF ACCESS TO DATA;

v) ACTIONS OF THIRD PARTIES, INCLUDING WITHOUT LIMITATION OTHER BEST CUSTOMERS AND THIRD PARTY PRODUCTS AND SERVICES PROVIDERS;

vi) ACTIONS OF BEST EMPLOYEES, AGENTS, OR CONTRACTORS ACTING OUTSIDE THE SCOPE OF THEIR DUTIES;

vii) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF DATA, ERRORS, DEFECTS, DELAYS IN OPERATION, OR OTHER FAILURES OF PERFORMANCE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ACCIDENTAL DISCONNECTION AND TERMINATION OF SERVICE; AND

viii) THE EFFICIENCY, COMPLETENESS, AND USEFULNESS OF THE SERVICE.

d) THE LIABILITIES LIMITED BY THIS SECTION APPLY:

i) TO LIABILITY FOR NEGLIGENCE;

ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE;

iii) EVEN IF BEST IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND

iv) EVEN IF THE CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. BEST's limitations and exclusions of liability and disclaimers of warranty, set forth in this Section and elsewhere in this Agreement apply equally to BEST's officers, employees, agents, contractors, representatives, suppliers, subsidiaries, parents, and affiliated companies. The Customer acknowledges and agrees that BEST has set its prices and entered into this Agreement in reliance upon such limitations of liability, and that such limitations of liability form an essential basis of the bargain between BEST and the Customer.

Indemnity.

The Customer will defend, indemnify, and hold harmless BEST (including its officers, employees, agents, contractors, representatives, suppliers, subsidiaries, parents, and affiliated companies) from claims by any of the Customer's customers, occupants, employees, representatives or users, or any other third party, arising out of or related to the Customer's use of, misuse of, or failure to use the Service, including without limitation:

a) alleged Customer conduct that would breach this Agreement, including AUP violations;

b) security breaches or other alleged faults in the Service, faults leading to the release or exposure of personally identifiable information or other private data

c) any action taken by BEST as part of an investigation into a suspected violation of this Agreement or as a result of its conclusion that a violation has occurred. Such Customer obligation includes payment of losses, expenses, damages, judgments, settlements, and costs, including without limitation attorneys' fees.

Miscellaneous.

a) The Customer is responsible for maintaining the confidentiality of usernames and passwords, and the Customer will not transfer or sell to any third party such usernames or passwords, or Customer's access to the Service.

b) BEST is not obligated to sell the Customer any Service.

c) During the term of this Agreement and for 180 days thereafter, the Customer will not encourage or solicit any BEST employee or independent contractor to leave BEST's employ, or otherwise interfere with BEST's employment relationships.

d) No remedy of BEST provided in this Agreement for late payment, declined credit card charges, or other breaches will limit any other right or remedy of BEST at law or in equity.

e) All written communications to the Customer will be deemed delivered if sent to the contact points provided to BEST at the time of registration or request, or to such other contact points as the Customer provides in writing. Customer will include a valid e-mail address with such contact points.

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All written communications to BEST will be mailed by the Customer, unless BEST notifies the Customer in writing of alternate contact information, except to the extent that this Agreement provides that such communication will be made through specific modes.

f) BEST may revise this Agreement from time to time by posting an amended version at any BEST website, application or sending the Customer written notice thereof.

g) This Agreement is to be construed in accordance with and governed by the internal laws of the Republic of the Philippines. The parties hereby consent to the exclusive jurisdiction and venue of the courts of the Republic of the Philippines.

h) To resolve any complaint regarding the Service or receive any further information regarding the Service, the Customer should contact BEST at the contact points provided on BEST's website under "Contact Us" or application under "Chat with BEST"; and

i) The Customer will not use the Service in any way that violates applicable laws or regulations.

j) No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement will operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.

k) The Customer may not assign this Agreement or any of its rights or obligations hereunder without BEST's express written consent. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

l) If any provision of this Agreement is held invalid, illegal, or unenforceable, including without limitation as a result of unconscionability or inconsistency with public policy, such provision will be construed so as to come as close as possible to its intended meaning, and the validity, legality, or enforceability of the remaining provisions will in no way be impaired.

m) This Agreement, including those documents incorporated by reference, embodies the final, full, and exclusive statement of the agreement between the parties, and supersedes all prior agreements, negotiations, representations, and proposals, written or oral, relating to its subject-matter.

PRIVACY POLICY

Effective Date: August 11, 2020

BASIC ENVIRONMENTAL SYSTEMS & TECHNOLOGIES, INC. ("BEST") has created this Privacy Policy to record and explain our commitment to privacy, and as an agreement with our customers and with other third parties about our data-handling. This policy lists the types of potentially private data BEST collects, explains how we use and protect that data, and discloses our key procedures surrounding privacy.

This Privacy Policy applies to BEST's websites, mobile applications and services (collectively, the "Service" or "Services").

THIS PRIVACY POLICY IS A BINDING AGREEMENT BETWEEN YOU AND BEST. It forms part of a larger agreement between BEST and its customers, website visitors, and other users, consisting of the Terms of Use and Service, as well as the other documents referenced therein. It is effective as of the moment you indicate agreement on the BEST website or MY BASURERO, or from the moment the two parties sign a paper version of this Privacy Policy, Terms of Service or customer sign up form, or as of the moment the Customer uses any BEST Service (whichever comes first).

Your use of the Service is voluntary; if you do not agree with the terms of this Privacy Policy, you should not provide us with any personal data, refuse our Service and/or leave BEST's websites and applications. By using our Service, you signify that you agree with the terms of this Privacy Policy. We may change this Privacy Policy from time to time by posting a new version here (with a new Effective Date at the top), and the new version will become effective immediately.

The privacy of BEST's customers and affiliates is important to us. Therefore:

- BEST does not sell or rent personal data.

- BEST does not spam, and its policies forbid use of the Service for spam.

- BEST policy requires that all company employees sign a confidentiality agreement.

The confidentiality agreement includes the following:

I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

Data BEST Collects

A. BEST collects and uses data from our customers as follows:

- *Customer Account Information:* When customers register for the Service, and during their Service relationship, we collect some or all of the following: company name, individual name, title, address, telephone number(s), email address(es). We also record and retain most written communications with customers, including trouble tickets, support requests, and payment history. BEST uses this information to render the Service and for customer support. We also use contact information to send customers Service-related announcements, including notices of new Services, service features and related products and services provided by BEST and those with its partners. Customers can opt out of new product/service notices by sending an email to info@best.com.ph, or by following the unsubscribe instructions at the bottom of any one of the email notices. (However, current customers may not opt out of necessary Service or account maintenance notices.) Finally, we generate statistical information regarding our customer-base and use it to analyze our business. We might share this statistical information with third parties, but it does not include any personal data.

- *Others:* BEST may: 1) track the IP address of any computer communicating (via e-mail or any other mechanism) with our systems; and 2) inspect data packets ("deep packet inspection" or "DPI") for the purpose of trending and archiving specific threat types. Data may include or contain personal data. BEST may use this data solely to maintain the security of the Service and its systems.

Use and Processing of Personal Data

Customer reiterates and confirms consent to the following:

A. BEST uses and processes personal data to render the Service, for customer support, system maintenance and promotion of new Services and Products. Customers can opt out of new product/service notices by sending an email to info@best.com.ph, or by following the unsubscribe instructions at the bottom of any one of the email notices. (However, current customers may not opt out of necessary Service or account maintenance notices.)

B. BEST does not share personal data under any circumstances, except as provided in paragraph C below and except: (1) as requested by law enforcement agencies or required by law; (2) to maintain the security of the Service and of BEST's own network and data, including investigating security breaches; (3) to collect money owed to BEST, including through legal proceedings; and (4) to identify, contact, or take legal action against customers or third parties violating BEST's Terms of Service, Terms of Use and other policies and contracts, interfering with property rights or with the Service, or breaking the law.

C. BEST sometimes employs independent contractors to help run the Service, and such contractors may have access to data, similar to the access we give our employees.

Data Protection

A. BEST takes precautions to ensure that access to databases containing customer information is available only from within BEST's internal network or through our website and application service provider. Further, we typically encrypt financial information during transmission, or use secure protocols. No protocol, encryption, or other precaution can provide complete security for electronic data, so we do not provide a guarantee of security.

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B. BEST policy requires that all its employees execute a confidentiality agreement which includes the affirmation quoted above. Most contractors also sign a confidentiality agreement, with obligations similar to the employees'. (Customers and other third parties are not beneficiaries of the employee confidentiality agreement, or of BEST's agreements with independent contractors, and so have no rights to enforce those contracts.)

Changing Account Information

Customers can change their account information. Customers can do so via MY BESURERO.

Reporting Misuse of Data

Customers and other third parties should contact BEST about any suspected misuse of their personally identifiable information or other data. All such inquiries or complaints should be directed to us via email to info@best.com.ph.