

PRIVACY POLICY

Metro Pacific Tollways Corporation (the 'Company', 'MPT DriveHub', 'We', 'Us', 'Our') takes your privacy very seriously. We are committed to complying with Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012 ('DPA'), its Implementing Rules and Regulations ('DPA IRR'), and the issuances of the National Privacy Commission (the 'Commission') (collectively, the 'Privacy Laws').

In the course of providing you with the services ("Services") or access to MPT DriveHub ("Platform"), We will be collecting, using, disclosing, storing, and/or processing data, including your personal data. This Privacy Policy exists to keep you informed about how We collect, use, disclose, store, and/or process the data We collect and receive during the course of providing the Services or access to the Platform to you, Our user. We will only collect, use, disclose, store, and/or process your personal data in accordance with this Privacy Policy.

By clicking "Sign Up", "I agree to MPT DriveHub's Privacy Policy", "I agree and consent to the collection, use, disclosure, storage, and/or processing of my personal data for the purpose stated in, and under the terms of, MPT DriveHub's Privacy Policy" or similar statements available on the platform registration page, you acknowledge that you have been notified of, read and understood the terms of this privacy policy and that you have agreed and consented to the collection, use, disclosure, and/or processing of your personal data as described and under the terms herein. If you do not agree with the terms of this privacy policy, please do not access the platform.

We may update this Privacy Policy from time to time. Any changes We make to this Privacy Policy in the future will be posted on this page and notified to you. Your consent to said changes, continued use of the Services or access to the Platform, shall constitute your acknowledgment and acceptance of the changes We make to this Privacy Policy. Please check back frequently to see any updates or changes to this Privacy Policy.

This Privacy Policy does not apply to the third-party service providers, advertisers which you may access when using the Services, or mobile store from which you install the MPT DriveHub mobile application or make payments, which may also collect and use data about you. We are not responsible for any of the data collected by any such third party.

1. THE PERSONAL DATA WE COLLECT?

1.1. During the course of your use of the Platform and the provision of the Services, We may collect Personal Data from you, which includes but is not limited to:

1.1.1. **Identity data:** name, age, gender;

1.1.2. **Contact data:** address, email address, and contact numbers;

1.1.3. **Easytrip account data:** account name, account number, card number, plate number, vehicle brand, vehicle type;

1.1.4. **Payment data:** debit and credit card details;

- 1.1.5. **Transaction and usage data:** such as details about transactions, purchases, orders and payments, and other details of products and Services that you have purchased or obtained through the Platform; information on how you use the Platform, products and Services;
 - 1.1.6. **Technical data:** such as Internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, international mobile equipment identity, device identifier, and other information and technology on the devices you use to access the Platform;
- 1.2. During the course of your use of the Platform and the provision of the Services, We may receive Personal Data from you in the following situations:
 - 1.2.1. When you create an account with Us;
 - 1.2.2. When you avail of any of the Services or purchase any products, or use any of the features or functions available on the Platform;
 - 1.2.3. When you log in to your account on the Platform or otherwise interact with Us via an external service or application, where applicable;
 - 1.2.4. When you interact with Us face to face, or through any communication channel, including when you interact with Our outsourced customer service agents.
- 1.3. You must only submit Personal Data which is accurate and not misleading and you must keep it up to date and inform Us of any changes to the Personal Data you have provided to Us. You warrant that all Personal Data provided by you is accurate and up to date. We shall have the right to request for documentation to verify the Personal Data provided by you as part of Our user verification processes.
- 1.4. We will only be able to collect your Personal Data if you voluntarily submit the Personal Data to Us or as otherwise provided for under this Privacy Policy. Unfortunately, if you choose not to submit your Personal Data to Us or subsequently withdraw your consent to Our use of your Personal Data, We may not be able to provide you with the Services or access to the Platform.
- 1.5. We may request to send you push notifications regarding your account or the Platform. If you wish to opt-out from receiving these types of communications, you may turn them off in your device's settings.
- 1.6. If you provide Personal Data of any third party to Us, you represent and warrant that you have obtained the necessary consent, license, and permissions from that third party to share and transfer his/her Personal Data to Us, and for Us to collect, store, use, and disclose that data in accordance with this Privacy Policy.
- 1.7. If you sign up to be a user on Our Platform using your social media account or link your MPT DriveHub account to your social media account, We may access Personal Data about you which you have voluntarily provided to your social media provider in accordance with the provider's policies and We will manage your Personal Data in accordance with this Privacy Policy.

2. USE AND DISCLOSURE OF PERSONAL DATA?

2.1. The Personal Data We collect from you or via third parties may be used by Us, or shared with or transferred to third parties, for certain purposes, which include but are not limited to the following:

- 2.1.1. To facilitate your use of the Services or access to the Platform;
- 2.1.2. To respond to your queries, feedback, claims, disputes, troubleshoot problems, or product and customer service requests, whether directly or through outsourced customer service agents;
- 2.1.3. To process transactions made through the Platform (payments that you make through the Platform for products and services may be processed by Our agents);
- 2.1.4. To compare information and verify with third parties in order to ensure that the information is accurate;
- 2.1.5. To improve the efficiency and operation of the Platform and/or Services;
- 2.1.6. To ascertain your identity for fraud detection purposes and prevent fraudulent transactions, monitor against theft, and protect against criminal activity;
- 2.1.7. To create and administer your account with us;
- 2.1.8. To verify and carry out financial transactions in relation to payments you make through the Platform;
- 2.1.9. To carry out research on Our users' demographics and behavior and monitor and analyze usage and trends to improve your experience with the Platform, and perform data analytics;
- 2.1.10. To notify you of updates to the Platform;
- 2.1.11. To request, receive, or process any complaints, feedback, enforcement action, and take-down requests in relation to any content you have uploaded to the Platform;
- 2.1.12. To send you newsletters and/or marketing or promotional materials about Our other products and services, and to offer new products, services, mobile applications, and/or recommendations to you;
- 2.1.13. To store data;
- 2.1.14. To set up and maintain backups and other mechanisms necessary for business continuity plans.
- 2.1.15. To enforce or defend any legal claims.
- 2.1.16. To comply with the requirements of the law.

2.2. For the avoidance of doubt, you acknowledge and consent to Us sharing anonymized information such as but not limited to those in the following circumstances:

(a) Aggregated information. We may conduct joint data analytics projects with selected third-party providers using anonymized information to predict user interests and provide users with more targeted and/or relevant information based on aggregated information about that user's activities within and outside the Platform.

(b) Behavioral-based advertising. We may collaborate with selected third parties using anonymized information to derive certain models that would facilitate more accurate advertising to selected users.

2.3. You may unsubscribe from receiving marketing information at any time by using the unsubscribe function within the electronic marketing material. We may use your contact information to send

newsletters from Us and from Our related companies.

2.4. We may share your information with the following, in accordance with the purposes above:

- 2.4.1. Our affiliates, subsidiaries, joint venture partners, or other companies controlled by Us or under common control with Us
- 2.4.2. third-party service providers, and their service providers and related companies, such as payment providers
- 2.4.3. merchants that are onboarded on the Platform
- 2.4.4. Government authorities

2.5. If We reorganize or sell all or any portion of Our assets, undergo a merger, or are acquired by another entity, We may transfer your information to the successor entity. In the event that We cease business operations or enter bankruptcy, your information shall become an asset to be transferred or acquired by a third party. You acknowledge that such transfers may occur and that the transferee may decline to honor the commitments made in this Privacy Policy.

We are not responsible for the actions of third parties with whom you share personal or sensitive data, and We have no authority to manage or control third-party solicitations. If you no longer wish to receive correspondence, emails, or other communications from third parties, you are responsible for contacting the third party directly.

2.6. In exceptional circumstances, We may be required to disclose personal information, such as when there are grounds to believe that the disclosure is necessary to prevent a threat to life or health, to investigate or remedy potential or actual violations of Our policies, to protect the rights, property, and safety of others, or for law enforcement purposes, or for fulfillment of legal and regulatory requirements and requests.

3. RIGHTS OF USER

3.1. As a data subject whose Personal Data will be collected and processed by Us, you are entitled to the following rights, pursuant to Section 16 of Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012, and Section 34 of its Implementing Rules and Regulations:

3.1.1. Right to be informed

You have a right to be informed whether Personal Data pertaining to you shall be, are being, or have been processed, including the existence of automated decision-making and profiling.

3.1.2. Right to object

You shall have the right to object to the processing of your Personal Data, including processing for direct marketing, automated processing or profiling. You shall also be notified and be given an opportunity to withhold consent to the processing in case of changes or any amendment to the information supplied or declared to the data subject.

If you wish to withdraw your consent, or request for erasure or blocking of your Personal Data at

any time, you may do so by contacting Us at **customercare@mptdrivehub.com.ph**.

3.1.3.Right to Access

You have a right to be given access to specific kinds of information identified in the Data Privacy Act upon reasonable demand.

You may request information about your Personal Data which We have collected, or inquire about the ways in which your Personal Data may have been used, disclosed, stored, or processed by Us within the past year. In order to facilitate processing of your request, it may be necessary for Us to request further information relating to your request.

We reserve the right to charge a reasonable administrative fee for the retrieval of your Personal Data records. In any case, you shall be informed of the fee before any such request is processed.

We will respond to your request as soon as reasonably possible. Should We not be able to respond to your request within twenty-one (21) days from the date of your request, We shall inform you in writing. If We are unable to provide you with any personal data or to make a correction requested by you, We shall generally inform you of the reasons why We are unable to do so (except where We are not required to do so under the applicable data protection laws).

3.1.4.Right to Rectification

You shall have the right to dispute the inaccuracy or error in the Personal Information and have Us correct it immediately and accordingly, unless the request is vexatious or otherwise unreasonable.

3.1.5.Right to Erasure or Blocking

You shall have the right to suspend, withdraw or order the blocking, removal or destruction of your Personal Information from Our filing system.

3.1.6.Right to Damages

Upon presentation of a valid decision, We recognize your right to be indemnified for actual and verifiable damages sustained due to inaccurate, incomplete, outdated, false, unlawfully obtained or unauthorized use of Personal Information, taking into account any violation of your rights and freedoms as data subject.

3.2. Please note that if you exercise any of your rights set out above, We may not be in a position to continue to provide the Services to you or perform on any contract We may have with you, and We will not be liable in the event that We do not continue to provide the Services to or perform Our contract with you. Our legal rights and remedies are expressly reserved in such an event.

3.3. If you no longer wish to receive correspondence, emails, or other communications from Us, you may opt-out by:

3.3.1.noting your preferences at the time you register your account with the Platform;

3.3.2.logging into your account settings and updating your preferences; or

3.3.3.contacting Us at **customercare@mptdrivehub.com.ph**.

3.4. If you no longer wish to receive correspondence, emails, or other communications from third parties, you are responsible for contacting the third party directly.

3.5. You may terminate your account at any time by contacting Us at **customercare@mptdrivehub.com.ph**. Upon your request to terminate your account, We will deactivate or delete your account and information from Our active databases. However, some information may be retained in Our files in order to prevent fraud, troubleshoot problems, assist with any investigations, enforce Our Terms of Use, and/or comply with legal requirements..

4. UPDATING YOUR PERSONAL DATA

4.1. It is important that the Personal Data you provide to Us is accurate and complete for you to continue using the Platform and for Us to provide the Services. You are responsible for informing Us of changes to your Personal Data, or in the event you believe that the Personal Data We have about you is inaccurate, incomplete, misleading, or out of date.

4.2. You can review and/or update your Personal Data at any time by accessing your account on the Platform.

5. AUTOMATED PROCESSING

In specific instances, the Company employs Automated Decision Making through algorithms with your consent for the personalization of the Platform's user experience, promotional activities and campaigns, research and app development. Automated processing is also used for the transfer of this information to other locations in the server of Our cloud providers for data storage and management.

6. SECURITY OF YOUR PERSONAL DATA

6.1. To safeguard your Personal Data from unauthorized access, collection, use, disclosure, processing, copying, modification, disposal, loss, misuse, modification, or similar risks, We have introduced appropriate administrative, physical, and technical measures such as:

- (a) restricting access to Personal Data to individuals who require access;
- (b) maintaining technology products and systems to prevent unauthorized computer access;
- and
- (c) using encryption technology when processing your financial details.

6.2. If you believe that your privacy has been breached by Us, please contact Us immediately.

6.3. You should be aware, however, that no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, We strive to protect the security of your information and are constantly reviewing and enhancing our information security measures.

6.4. Your password is the key to your account. Please use unique numbers, letters, and special characters, and do not share your password to anyone. If you do share your password with

others, you shall be responsible for all actions taken in the name of your account and the consequences. If you lose control of your password, you may lose substantial control over your Personal Data and other data submitted to Us. You may also be subject to legally binding actions taken on your behalf. Therefore, if your password has been compromised for any reason or if you have grounds to believe that your password has been compromised, you should immediately contact Us and change your password. You are reminded to log out of your account and close the web browser when you are finished, especially if using a shared computer.

7. DATA RETENTION

- 7.1. Whatever Personal Information given to Us by you or pertaining to you shall only be retained for as long as necessary:
- (a) For the fulfillment of the declared, specified, and legitimate purpose, or when the processing relevant to the purpose has been terminated;
 - (b) For the establishment, exercise, or defense of legal claims; or
 - (c) For legitimate business purposes, which must be consistent with standards followed by the applicable industry or approved by the appropriate government agency.
- 7.2. We shall cease to retain your Personal Data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purposes for which the Personal Data was collected and is no longer necessary for any legal or business purpose. Please note that We have a variety of obligations to retain the Personal Data that you provide to Us, including to ensure that transactions can be appropriately processed, settled, or charged-back, where applicable, to help identify fraud and to comply with other laws and rules that apply to Us and to Our service providers. There may also be residual Data that will remain within Our databases and other records, which will not be removed.
- 7.3. Personal Data provided to Us by you shall be disposed of or discarded in a secure manner that would prevent further processing, unauthorized access, or disclosure to any other party, or prejudice the interests of Our customers.

8. RIGHT TO DISCLOSE PERSONAL DATA

You acknowledge and agree that We have the right to disclose your Personal Data to any legal, regulatory, governmental, tax, law enforcement or other authorities, or the relevant right owners, if we have reasonable grounds to believe that the disclosure of your Personal Data is necessary for the purpose of meeting any obligations, requirements, or arrangements, whether voluntary or mandatory, as a result of cooperating with an order, investigation, and/or request of any nature made by such parties. To the extent permissible by applicable law, you agree not to take any action and/or waive your rights to take any action against Us for the disclosure of your Personal Data in these circumstances.

9. THIRD PARTY SITES

The Platform may contain links to other websites and applications of interest operated by other parties not affiliated with Us, such as merchants or payment gateways. We are not responsible for the privacy and security practices and policies of websites, services, or applications operated by any third parties which may be linked to or from the Platform. You are advised to check on the applicable privacy policies

of those websites, services, or applications to determine how those third parties will handle any information they may collect from you.

CONTACT US

If you have questions or comments about this Privacy Policy, please contact Us at:

MICHAEL ANTHONY I. SAN JOSE

DATA PRIVACY OFFICER

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