

Effective: June 8, 2021

EMYRAL MOBILE APP END USER LICENSE AGREEMENT

This is End User License Agreement (“**EULA**”) between You and **EMYRAL GLOBAL SYSTEMS INC.** (“**EMYRAL**”) governs your use of your **EMYRAL** Mobile App and Services.

By registering for the Mobile App and Services, you must read, agree with and accept all of the terms and conditions contained in the EULA (including the Policy Updates, policies and terms referred to below). **EMYRAL** reserves the right to revise and modify this EULA may reasonably require according to its sole discretion. All future changes set out in the Policy Update already published on the **EMYRAL**'s website and Mobile App and are incorporated by reference into this Agreement and will take effect as specified in that Policy Update. Said revisions or modifications shall be posted in <https://www.emyralsystems.com> and, once published therein, shall become binding on You.

This Agreement, together with other legal terms and legally required disclosures relating to your use of the Service will be provided to you, at all times on the **EMYRAL**'s website and Mobile App. This EULA is provided to you and concluded in English only. You agree that any use by you of the Mobile App and Services shall constitute your acceptance of the Agreement and we recommend that you store or print-off a copy of the Agreement (including all policies) for your records.

Please read carefully all of the terms and conditions of this EULA, the terms of these policies, and each of the other agreements that apply to you.

GENERAL TERMS AND CONDITIONS

1. DEFINITION OF TERMS:

- 1.1 **“You”** and **“Your”** means the individual or legal entity licensing the Mobile App under this EULA.
- 1.2 **“Account Holder”** means an individual who uses the Service and whose name appears on the digital, online form, or signed enrollment form or application form, or the Card, as may be applicable.
- 1.3 **“AMLA”** means the Anti-Money Laundering Act, as implemented by the Anti-Money Laundering Council (AMLC) of the Philippines.
- 1.4 **“Use”** or **“Using”** means to download, install, activate, access, or otherwise use the Mobile App.
- 1.5 **“Mobile App”** means the **EMYRAL** website access portal, **EMYRAL** Mobile App and any Upgrades made available to You by an Approved Source and licensed to You by **EMYRAL**.
- 1.6 **“Services”** mean viewing your account information, transacting using the Mobile App, or acquiring & issuing services of **EMYRAL**, including other related financial services, which is hosted and/or made available by **EMYRAL** to you through any authorized Mobile Device.
- 1.7 **“Approved Source”** means (i) **EMYRAL** or (ii) **EMYRAL** authorized reseller, distributor, or an official digital distribution platform for computer software, including but not limited to, Google Play Store and Apple App Store.
- 1.8 **“Upgrades”** means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Mobile App.
- 1.9 **“Transaction”** means any and all acts, whether financial or non-financial, that the Account Holder does while using the Mobile App. Financial transactions are any transactions that credit or debit amounts from the Account balance and Non-financial transactions are any other transaction that do not credit or debit from the Account balance.
- 1.10 **“Mobile device”** means any mobile computer or a variety of other electronic devices that have portable functionality.

2. APPLICATION APPROVAL AND SERVICES ACTIVATION

- 2.1. You affirm that the information you provided as an Account Holder in the registration in connection Mobile App are true and correct.

- 2.2. You hereby authorize the EMYRAL to verify such information from whatever source, and authorizes the holder, controller and processor of such information, as the same is defined in Republic Act No. 10173 (otherwise known as the "Data Privacy Act of 2012" and other Data Privacy Laws), including any amendment or modification of the same, to confirm, release, share and verify the existence, truthfulness, and/or accuracy of such information. Any incorrect information provided by you shall result in the delay or denial of the registration.
- 2.3. Approval of the registration of the Mobile App shall be at the sole discretion of EMYRAL. EMYRAL may even require submission of additional requirements to facilitate the processing of the registration. The Mobile App shall be activated only after approval by EMYRAL of your registration.
- 2.4. You hereby represent and warrant that the information provided in this and all of the EMYRAL's forms/applications is true and accurate in all respects. If the information provided is false or inaccurate, you shall be deemed in material breach of this agreement as well as all agreements related to the services provided by EMYRAL and EMYRAL hereby reserves the right forfeit any and all amounts due you from the EMYRAL.

3. GRANT OF LICENSE TO USE MOBILE APP AND SERVICES

- 3.1. **License.** Subject to your compliance with the terms and conditions of this EULA, EMYRAL grants you a limited, revocable, non-exclusive, non-transferable and non-sublicensable, license to use the Mobile App and access the Services. EMYRAL grants you the right to use the Mobile App only for your personal use on the mobile device that you own or control and as permitted by any terms of use required by the party providing the app store from which you are downloading the Mobile App. Your right to use the Mobile App shall only extend if you acquired the Mobile App from an Approved Source. Your license is valid only if the registration is complete and accurate.
- 3.2. **Ownership.** Subject to the terms hereof and the licenses granted hereunder, EMYRAL will have and retain sole and exclusive ownership of, and all right, title and interest in, the Mobile App and Services, including any improvements therein, and you shall have no right, license or interest therein.

4. Limitations and Restrictions

- 4.1. **General.** You will not and will not allow a third party to:
 - a. modify, copy, publish, license, sell, or otherwise commercialize the Mobile App or any information or software associated with the Mobile App;
 - b. use the Mobile App in any manner that could impair any service offered by EMYRAL or in any way or interfere with any party's use or enjoyment of any EMYRAL Services;
 - c. use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or any Instruction being conducted through the Service;
 - d. use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any part of the Services, or in any way reproduce or circumvent its navigational structure or presentation, as well as to obtain or attempt to obtain any material, document or information through any means not purposely made available through the Services;
 - e. gain or attempt to gain unauthorized access to any part or feature of the Mobile App or Services or to any other system or network connected to the Services. You also agree not to gather, harvest, or otherwise collect information about others using the Services without their explicit informed consent; nor restrict, prevent or prohibit any other party from using the Services.
 - f. You agree not to circumvent, disable, or otherwise interfere with security-related features of the Services, including those that prevent or restrict use or copying of any content, material or information available on or through the Services, as well as those that enforce limitations on the use of the Services.

In addition, you agree to:

- a. use the Mobile App in compliance with all applicable laws and regulations;
- b. comply with applicable third-party terms of agreement when using the Mobile App (e.g. your wireless data service agreement or other third party services you rely on to use the Mobile App);
- c. provide EMYRAL with: (i) true, accurate, current and complete evidence of your identity, and promptly update your personal information if and when it changes; (ii) provide any identity documentations as may be requested by EMYRAL; (iii) provide true, accurate, current and complete information as indicate on the website when required to receive the Service and any other information which may be required in relation to the Recipient; and (iv) any other information that must be provided for the Service to be properly executed, as specified when you enter the details of the Service you are interested. You agree not to conceal your true name or use fictitious name; and

- d. regularly check for and, if available, updates the Mobile App and/or the Services.

Your right to use the Mobile App will terminate immediately if you violate any provision of this EULA. EMYRAL reserves the right to verify any activity that is done through the Services, especially if it involves compliance with AMLA or with other laws, rules or regulations. EMYRAL reserves modify, suspend, stop or terminate the Mobile App or any of its Service immediately upon notice, at any time and from time to time, within applicable laws and regulations of the Philippines.

- g. **Unauthorized Access.** You shall not, and shall not request that any third-party, modify, reverse engineer or attempt to gain unauthorized access to any portion of the Mobile App and Services or attempt to remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Mobile App.

- 4.2. **Service Access.** Access shall be subject to restrictions established by EMYRAL and shall not be used by you for any other purpose. EMYRAL reserves the right to monitor and record data and information in connection with provision of the access to the extent it deems necessary for maintaining performance standards and system security. If EMYRAL executed the Transaction in accordance with the instructions you have provided to EMYRAL, and that the instructions prove to have been incorrect, EMYRAL are not liable for the incorrect execution of the Transaction. If it's a financial transaction, EMYRAL will however make reasonable efforts to recover the funds. EMYRAL may charge you a reasonable fee, reflective of its efforts, to do so. Unless there are exceptional circumstances, no adjustment will be made for any currency fluctuations which may have occurred between the time you initiate the transaction and the time of credit.

- 4.3. **Illegal or Criminal Activities.** The Mobile App and Services may not be used to facilitate any unlawful, illegal, or criminal activity. As a condition of your use of the Mobile App and Services, you warrant not to use the Mobile App and Service to violate any local, national, or international law. EMYRAL shall have the right to automatically suspend or block the your Account or any transaction in the event that EMYRAL has reason to believe that the transaction or the account may be illegal or used for fraudulent or suspicious businesses or by an unauthorized person. EMYRAL may, but shall not have the obligation to, inform you prior to suspending or blocking of the account or the transaction. You hereby authorize EMYRAL to suspend or block the account or any transaction under this provision and you shall hold EMYRAL free and harmless against any and all consequences of such suspension or blocking, or any loss or damage which you may suffer as a result thereof.

Upon receipt of any subpoena involving national security, heinous crimes, and/or transnational crimes coming from any law enforcement agency, EMYRAL, at its sole discretion, may submit or provide the requested information. You hereby irrevocably waive and release EMYRAL from any and all liability arising from the release of information under this provision. Furthermore, you hereby agree to indemnify and hold EMYRAL harmless against any damages, losses, liabilities, settlements and expenses (including, without limitation, costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from your use of the Service and EMYRAL hereby reserves the right forfeit any and all amounts due you from the EMYRAL.

- 4.4 Fees and other charges shall be in accordance with the Table of Fees and Charges, which may be subject to changes upon discretion of EMYRAL and in accordance with laws, rules and regulations.
- 4.5 You authorize EMYRAL and/or any of its Agents to disclose to third-parties any and all information you have provided and consent to the use and processing of such information by EMYRAL and or any of its agents or third parties with the transaction or any investigation in relation thereto.

5. OBLIGATIONS

5.1. Your Obligations.

- a. You shall be solely responsible for providing, maintaining, and ensuring the compatibility of the Mobile Device registered to access or use the Services. EMYRAL shall not be required to support altered, damaged, or modified Mobile App, Mobile App which is not the most current version, or Mobile App not previously approved by EMYRAL in writing. It shall be your obligation to be informed of any changes in the EULA and other Policy Updates by accessing, from time to time, EMYRAL's website where the latest version of the EULA and other Policies may be found and other information posted in the Mobile App.
- b. Depending on the Service provided, you may register additional user/s (the "Approved User/s") which EMYRAL may approve on a case to case basis. Your use, as well as the Approved User/s, shall be governed by this Agreement and other related terms and conditions. Any reference in the Agreement, Terms and Conditions, or

any Product or Service Description, Product/Service Plans/Service Special Terms and Conditions which applies to you shall also apply to Approved User/s and/or any renewal thereof. You represent and warrant that you have secured the necessary consent of the Approved User/s relative to any information (including personal data) provided to EMYRAL relating to the Services. You further represent and warrant that the Approved User/s has carefully read and understood the EULA and Terms and Condition of the Service provided herein.

- c. You will pay all obligations, fees, and assessments that may be imposed depending on the Service that you availed. EMYRAL has the right to deduct from your account any and all monies that may be due and demandable by EMYRAL. In the event that the amount of the your transactions exceeds the available balance in your EMYRAL, EMYRAL has the right to reject the transaction.
- d. You agree that you are responsible to check for update/s and will download such update/s to the Mobile App before use. You understand that certain Mobile App functions may not be available or disabled by Mobile App if you do not perform the needed update.

5.2. **EMYRAL Obligations.** EMYRAL will provide the support services and will respond to support requests brought to its attention. EMYRAL will use reasonable efforts to implement appropriate internal operational measures, safeguards, and procedures with respect to its performance of any Services hereunder, to ensure the protection of your data and networks, and to otherwise prevent unauthorized access to and disclosure of Confidential Information and unauthorized access.

6. INTELLECTUAL PROPERTY

6.1. **Intellectual Property Rights.** EMYRAL own all right, title and interest in and to the Mobile App and Services, including without limitation, all concepts, methods, processes, software, text, graphics, images, designs, databases, data, inventions and any improvements, enhancements, modifications, and derivative works thereto, and all Intellectual Property therein, and, at all times, the same shall remain the sole and exclusive property of the EMYRAL. All rights not expressly granted to you are retained by the EMYRAL.

Other company, product, or service names mentioned in the Mobile App may be trademarks of their respective companies. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble or otherwise attempt to derive source code from the Mobile App and you will not remove, obscure or alter EMYRAL's copyright notice, trademarks or other proprietary rights notices affixed to, contained within or accessed in conjunction with or by the Mobile App.

6.2. **Changes.** EMYRAL reserves the right to upgrade, modify, replace or reconfigure the Mobile App and Services at any time.

7. DISCLAIMER OF WARRANTIES

7.1. **DISCLAIMER.** THE MOBILE APP AND SERVICES ACCESSED BY YOU ARE PROVIDED "AS IS" AND "AS AVAILABLE". EMYRAL DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES EMYRAL MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE MOBILE APP AND SERVICES. EMYRAL EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE MOBILE APP AND SERVICES.

YOU DOWNLOAD AND USE THE MOBILE APP AND SERVICE AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR MOBILE DEVICE(S) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE MOBILE APP.

7.2. **WARRANTY EXCLUSIONS.** EXCEPT AS OTHERWISE STATED IN THE EULA, EMYRAL IS NOT LIABLE TO YOU FOR ANY HARM RESULTING FROM ANY USE OR MISUSE OF THE MOBILE APP. SUCH LIMITATION OF LIABILITY: (A) INCLUDES DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES, WHETHER SUCH CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE (EVEN IF EMYRAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES); (B) APPLIES WHETHER DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE MOBILE APP, FROM INABILITY TO USE THE MOBILE APP, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE MOBILE APP (INCLUDING ANY DAMAGES INCURRED BY THIRD PARTIES); AND (C) APPLIES NOTWITHSTANDING

A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

8. INDEMNIFICATION OBLIGATIONS

- 8.1. **Indemnity.** You shall defend, indemnify and hold harmless EMYRAL and its officers, directors, employees, and agents (“Indemnitee”), for, from and against any and all third party losses, damages, liabilities, deficiencies, claims, actions, causes of action, judgments, settlements, assessments, demands, interest, awards, penalties, fines, costs, or expenses, including, without limitation, reasonable Attorneys’ Fees and Costs (as defined below) that are incurred by Indemnitee or awarded against Indemnitee (collectively, “Losses”) that an Indemnitee may incur or be subject to as a result of or arising out of your: (i) failure to comply with applicable law or regulation; (ii) gross negligence or willful misconduct; and (iii) breach of the EULA.

9. LIMITATION OF LIABILITY

- 9.1. **LIMITATION OF LIABILITY.** IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT, (INCLUDING ANY STANDARD OF NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL EMYRAL BE LIABLE FOR ANY LOST PROFITS OR REVENUES, CLAIMS, LOSS OF USE OF ANY EQUIPMENT OR SOFTWARE, SYSTEMS, FACILITIES, LOSS OF DATA OR INFORMATION, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SOFTWARE, SYSTEMS OR SERVICES, COST OF PURCHASED OR DOWNTIME COSTS, OR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY NATURE.

FURTHER, NEITHER EMYRAL NOR ANY OF ITS AFFILIATES OR PARTNERS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, LOSSES, COSTS OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THE EULA OR YOUR USE OF OR ACCESS TO THE MOBILE APP AND SERVICES, (II) EMYRAL’S DISCONTINUATION OF ANY OR ALL ACCESS TO THE MOBILE APP AND SERVICES, OR (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE ACCESS TO THE MOBILE APP AND SERVICES FOR ANY REASON WHATSOEVER, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU TO ANY THIRD PARTIES IN CONNECTION WITH THE EULA OR YOUR USE OF OR ACCESS TO THE MOBILE APP AND SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS, DENIAL OF ACCESS, OR FAILURE TO MAINTAIN OR STORE ANY OF YOUR CONTENT OR OTHER DATA.

YOUR SOLE REMEDY FOR ANY BREACH SHALL BE LIMITED TO THE REMEDIES SET FORTH HEREIN AND SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU IN CONNECTION WITH THE SPECIFIC SERVICE TO WHICH THE ALLEGED BREACH IS ATTRIBUTED.

- 9.2. **Knowledge and Consent.** The limitations on liability and remedies set forth in this agreement have been expressly agreed upon by the parties and reflect a knowing allocation of the risks inherent in this agreement and state the entire liability of the parties.

10. TERMINATION

- 10.1 **Termination.** Either party may suspend performance or terminate this Agreement if the other party is in material breach of the Agreement.

In the event that the government or controlling body of any country or territory in which the Mobile App is disseminated or made available imposes any law, restriction or regulation that makes it illegal to disseminate or make available the Mobile App, or any portion thereof, into such country or territory, or if any such law, restriction or regulation places a substantial commercial burden on EMYRAL, EMYRAL shall have the right to suspend the availability of the Mobile App in such country or territory.

- 10.2 **Effect of Termination.** Upon expiration or termination of this Agreement, except as otherwise set forth herein, all rights and licenses granted hereunder will immediately cease.

- 10.3 **Survival.** The provisions of Sections 1.0 (Application Approval and Services Activation), 3.0 (Limitations and Restrictions), 4.0 (Obligations), 5.0 (Intellectual Property), 6.0 (Disclaimer of Warranties), 7.0 (Indemnification

Obligations), 8.0 (Limitation of Liability), and 10.0 (User Agreement and Privacy Policy) shall survive expiration or termination of this Agreement.

11. USER AGREEMENT AND PRIVACY POLICY

11.1. **Data Privacy.** Upon submission of your Mobile App/Registration through a Mobile Device, EMYRAL may collect and store sign-on data in connection with that device (including device ID) and geolocation data in order to provide EMYRAL's Services. You understand and agree that EMYRAL will collect and process your personal data, including your identity and location as a part of this service. Your personal data will also be requested and processed if you seek to register your Account through the Mobile App.

You hereby agree that all Personal Data (as defined under the Data Privacy Law of 2012 and its implementing rules and regulations), customer data and account or transaction information or records (collectively, the "Information") you provided or collected through the Mobile App may be processed, profiled or shared to, by and between EMYRAL, and any of its parent company, affiliates and subsidiaries (collectively, "EMYRAL group").

You hereby agree that EMYRAL's Privacy Policy shall in all respects apply in relation to the Mobile App, your account and any matter arising therefrom or incidental thereto. You agree that the Privacy Policy is deemed to be incorporated by reference into this Consent.

You understand and consent that the processing, profiling and sharing apply during the prospecting and application stages, as well as for the duration of and even after the rejection, termination, closure or cancellation of the account or relationship or Services (collectively "Termination") for a period of at least ten (10) years from the Termination of your last existing account or relationship.

11.2. **Incorporation of other Agreements.** The terms of the EULA and Privacy Policy, including all agreements incorporated by reference, also apply to your use of the Mobile App and Services. Changes to the EULA will take effect after notification. It is your responsibility to check the referenced websites regularly for modifications to this Agreement. The current Agreement and Terms and Condition, with priority being given to the Terms and Condition, shall prevail over any additional, conflicting, or inconsistent terms and conditions. If the change relates to a change which EMYRAL believes to be reasonable and, in its EMYRALnion, will neither reduce your rights nor increase your responsibilities, such changes shall be made without prior notice to you.

If you continue to use the Mobile App after the expiry of the notice period, if any, you will be deemed to have accepted the change. If you do not agree to any change, please uninstall and discontinue using the Mobile App.

11.3. **Waivers.** The waiver by either Party of a breach of any provision shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself.

11.4. **No Third Party Beneficiaries.** Unless otherwise provided, the terms and provisions of the EULA are intended solely for the benefit of each Party hereto and their respective successors and assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person.

11.5. **Disputes.** If a dispute arises between the Parties relating to this EULA that cannot be resolved informally, each Party involved in such dispute (each, a "Disputing Party" and, collectively, the "Disputing Parties") agrees to comply with the procedures set forth in this Section ("Dispute Resolution Procedures"). The Dispute Resolution Procedures will be invoked by a Party, before such Party pursues any other available remedy, by such Party giving written notice to the other Party. Following receipt of such notice, the Disputing Parties shall, for a period of thirty (30) days after the dispute first arises, attempt in good faith to negotiate a resolution of the dispute (the "Initial Negotiation"). If the Disputing Parties cannot reach agreement pursuant the informal Dispute Resolution Procedures set forth in this Section, the Disputing Parties may proceed with such remedies as they may be entitled and deem appropriate.

You acknowledge and agree that a remedy at law for any breach or attempted breach of the provisions of Intellectual Property and Confidentiality, may be inadequate, and therefore, EMYRAL is entitled to specific performance and injunctive or other equitable relief in the event of any such breach or attempted breach, in addition to any other rights or remedies available to EMYRAL at law or in equity. You hereby waive any requirement: (i) for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief; and (ii) for proving actual damages. For clarification, EMYRAL does not have to follow the Dispute Resolution Procedures in the event this Subsection is applicable.

The prevailing Party in any mediation, arbitration or other legal action between the Parties relating to this Agreement will be entitled to an award of its reasonable Attorneys' Fees and Costs incurred in connection with such action.

“Attorneys’ Fees and Costs” means: (i) fees and out-of-pocket costs of a Party and a Party’s attorneys, as applicable, including costs of such Party’s in-house counsel, support staff costs, costs of preparing for litigation, computerized research, telephone and facsimile transmission expenses, mileage, deposition costs, postage, duplicating, process service, videotaping and similar costs and expenses; (ii) costs and fees of expert witnesses, including appraisers; and (iii) investigatory fees.

The parties agree that the English version of the EULA will govern in the event of a conflict between it and any version translated into another language and that the EULA shall be interpreted and governed by Philippine Laws.

- 11.6. **Severability.** In the event that any invalid under any applicable law or be so held by applicable court decision, such provision shall be changed and interpreted so as to best accomplish the objectives within the limits of applicable law or if necessary to maintain the validity of the remaining terms, removed from the Agreement.