Bayanihan Natin Program

Member Terms and Conditions

Section 01 Bayanihan Natin Credit System Program:

- 1. **The Program:** Bayanihan Natin program is owned by DI-VES Foundation (Phils) Inc. and CLARUSe Ventures Corp. in partnership with Di-VES World of Privileges of DI-VES Products Corp USA
- 2. **Rewards Program:** The rewards program available from Bayanihan Natin is under Di-VES World Privilege, members will have the following cashback in the form of credits;
 - a) **C&M Food Credit:** This is a credit that is being given by the C&M store for every PHP 20.00 worth of purchase of groceries which is computed as One (1) C&M Credit for every PHP 20.00 Purchase. These credits can be accumulated and used to pay for the next grocery purchase from the program.
 - b) **Shuttle Credit:** This is on top of the C&M credit being given for every PHP 20.00, which is One (1) Shuttle Credit per PHP 20.00 that can be accumulated and used as payment for the fare using Di-VES' exclusive car service.
 - c) **Di-VES "DV\$" Credit:** This is a special credit being awarded by DI-VES World online store of Di-VES Products Corp USA to Philippine consumers/members as part of the support to the Bayanihan Natin program. One (1) DV\$ credit is assigned upon reaching PHP 400.00 worth of purchase.
- 3. **Program Coverage:** The coverage of the program is for the Philippine market and does not apply to residents outside the Philippines.
- 4. **Value of Credits:** The value of One (1) DV\$ Credit to United States Dollar is US\$ 1.50 while the Value of One (1) Food Credit is One (1) Philippine Peso per credit and the Value of One (1) Shuttle Credit is also equivalent to One (1) Philippine Peso.
- 5. **Expiration and Use of Credits:** Credits have no expiration date. The C&M food credits can only be used to purchase products that are available from the Bayanihan Natin program, while the shuttle service credits can only be used to pay for the free ride using the program's exclusive shuttle service/units. The same, Use of DV\$ Credit can only be used to purchase products that are available from Dī-VES World New York Online Store. Credits cannot be redeemed as cash.
- 6. **Trading of Credits:** The Food Credit, Shuttle Service Credit, and DV\$ credits can be traded for as long as the buyer is also a member of the program. However, credits earned in the country where the member resides can only be traded and sold in the same country and therefore it cannot be traded in other countries. A Trading Fee of 3% will be deducted as a service fee. The

commencement of trading credits will be announced by the program including the service fee that will be charged.

7. **Donation of Credits:** Credits can be donated to DI-VES Foundation and there's no service fee for this transaction.

Section 02 Availing The Cashback Credits With Minimum Load

- 8. **Cashback Credits to Standard Members:** The cashback credits are available to **Standard** Di-VES Privilege members. However, standard members are required to make a PHP 1,500.00 minimum deposit to their account to use as payment when ordering groceries.
- Cashback Credits to Gold and Platinum Members: The cashback credits are available to Gold and Platinum members of Di-VES Privilege without the need to deposit on their membership account.

Section 3 Member-Get-Member (MGM)

- 10. **MGM Program:** The member-get-member (MGM) or "Refer Your Friends" is a program that allows one to earn credits upon inviting friends to register and purchase the program's products and services. This means you will earn the equivalent credits earned by the individuals you referred to and registered in the program. This is only limited to earning the equivalent "Food" credits and does not include shuttle service credits and Di-VES credits. However, credits can only be officially credited to his/her account provided that the referred customer officially buys products from the Program.
- 11. **MGM Credits Incentive:** The program has the option to change or enhance the credit rewards program being assigned to the person who participated and registers his/her friends at any time. Any changes will be posted on the website.
- 12. **Allowable Members under MGM:** The maximum allowable number of members that can be registered under the MGM program is 100 individuals per member. This is to allow others.
- 13. **Credits as Commission**: The program is also awarding certain credits as commissions on certain products or services of the program. However, credits generated from this transaction can only be officially credited to his/her account and are valid to be traded or used provided that the referred customer officially purchased.
- 14. **Option to Discontinue the MGM:** The program has the option to limit or discontinue the Refer-A-Friend / MGM program anytime without prior notice. However, those who have already participated and generated several referrals on the day of the announcement of discontinuity will

still enjoy the privilege but only from the members whom they referred before the announcement of discontinuity.

Section 04 Shuttle Service Credits Program

- 15. **Earning Shuttle Service Credits:** The program created a shuttle service as an incentive for members. Depending on the level of membership category that one will register, the following are scheduled shuttle service credits that one can get for free for every PHP 20.00 worth of purchase, and the program has the option to revise the schedule at any time by announcing in the Bayanihan Natin website.
 - a) Standard Membership: One (1) Shuttle Service
 - b) Gold Membership: Two (2) Shuttle Service
 - c) Platinum Membership: Six (6) Shuttle Service
- 16. **Use of Shuttle Service Credits:** The free Shuttle Service Credits awarded to members can be used as payment when using the program's car service at the following rates that will be deducted from the account of the member. Any changes to the rates shall be posted on the Bayanihan Natin website;
- 17. **Booking for the Service:** To avail of the free shuttle service, members should book the ride and pay the corresponding fee, paid in cash. This is to cover the cost of creating livelihood opportunities for the drivers and maintenance of the operation including the cost of gasoline. Booking Rates are posted on the Bayanihan Natin Website.
- 18. **Transfer of Shuttle Service Credits:** Transferring or selling the free shuttle service credits is allowed. This, however, is subject to item number 6 of the trading of credits.

Section 05 Taxi Credit Program

19. **The Program:** The Taxi Credit is Bayanihan Natin's way of helping consumers reduce transportation costs and in the process increase the daily income of the taxi drivers. Passengers can buy Taxi Credits and the program assigns specific Shuttle Service Credits as rebates. For prices of Bayanihan Natin Taxi Credit, see the website.

Section 06 Gift, Bonus, Signup, and Promo Credits

20. **Combining of Credits:** Credits derived from Gifts, Bonuses, Welcome, and Signups cannot be combined with another member to purchase items. Credits earned from purchases can be combined with the account of another member (refer to item number 6 of the trading of credits).

Section 07 Shipping and Delivery of Goods:

- 21. Shipping and Delivery of Items from Di-VES World Online Store (the US to the **Philippines):** Shipping of items from the United States to a destination in the Philippines is free provided that the minimum transaction value is worth PHP 2,000.00. Delivery lead time is 10 to 15 days, from the time of order confirmation of order from the program.
- 22. **Shipping and Delivery of Groceries:** Delivery of grocery items is free provided that a minimum purchase requirement of PHP 1,500.00 is met.

Section 08 Other Terms and Conditions

23. By transacting and/or donating to Bayanihan Natin, accepting the free credits assigned by the program, one is hereby accepting the terms and conditions of the program and understanding that any privileges extended can be revoked or canceled if found that the member or members violated the terms and conditions set by the program including future changes on the terms

Section 09 Validity

24. These Terms and Conditions are valid from the date written, below and may be revised and updated without the need to issue a bulletin or notice.

Section 10 Data Privacy:

25. That the program is complying with Data Privacy Act 10173. By registering, activating, or transacting with Bayanihan Natin, the users understand that the program will not disclose any personal file to a third party for promotional purposes without consent. Data are only for the use of the program to send promos and marketing communication relating to the program's products and services.

Approved and Accepted by Members / Users Date: October 29, 2022