



Department of National Defense
PHILIPPINE VETERANS AFFAIRS OFFICE
Quality Management System for Pension Management System
ISO 9001:2015 Certified



Certificate Number: SOC009017130

NOTICE OF AWARD

18 APR 2022

MR. ARNOLD BACALLA
Senior Account Manager
GLOBE TELECOM, INC.
The Globe Tower 32nd St. cor. 7th Ave. BGC
Taguig City

Dear Mr. Bacalla:

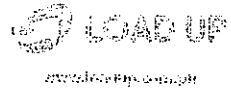
Please be informed that, upon the recommendation of the PVAO Bids and Awards Committee (BAC) as contained in its Resolution No. 52-PVAO-DC-GLOBE-2022, the Philippine Veterans Affairs Office is awarding the contract for the Procurement of Globe Electronic Mobile Load for CY 2022 to Globe Telecom, Inc., subject to the successful negotiation and signing of the contract.

Very truly yours,

LTGEN ERNESTO G CAROLINA AFP (RET)
Administrator

Conforme:

Arnold Bacalla
Date: April 19, 2022



Self-service Prepaid Platform

LETTER OF PURCHASE FORM

Date: May 15, 2022

Authorized Representative

*Name: Engr. Valerico C. Lim III, MNSA

*Company name: Philippine Veterans Affairs Office

*Position: Division Chief

*Contact Number: 0919-4762404

Load UP Account Details

*Mobile Number: 0917-8529188

*Email address: semugssmd@gmail.com

Please use the Mobile No. and email address you use to register to www.loadup.com.ph

*Office Address: Natividad Avenue, Camp General Emilio Aguinaldo, Quezon City

*TIN: (For Official Receipt): 000-804-852-000

Product	Description	Qty	Unit price	Total price
*Load UP Credits	Initial Load Up wallet credits	1	₱120,000.00	₱120,000.00
Free SIM	Free SIM cards *Maximum free sim card (Load amount / 4000)	30.00	₱0.00	₱0.00

*SKUs to Activate

Regular Load (100, 300, 500, 1000)

GOSURF50, GOSURF299, GOSURF599, GOSURF999, GOSURF1299, GOSURF 1999, GOSURF 2499

Notes:

Subtotal

Load Up Credits ₱120,000.00

EWT 2%

Amount Due: ₱117,857.14

Amount to be credited to LOAD Up Wallet ₱120,000.00

note: Prices at this date may change without prior notice from Globe Telecom and quantity ordered shall depend on stock availability

For Load Up Terms and Conditions Please refer to <https://www.loadup.com.ph/home/terms-and-conditions>

For Sim cards Terms and Conditions please refer to <https://business.globe.com.ph/terms-and-conditions.html>

ENGR. VALERICO C. LIM III, MNSA

Authorized Representative's Name & Signature

ENGR. VALERICO C. LIM III, MNSA

Official Company Signatory Name & Signature

*SFA ID:

Arnold Bacalla / 10006414

AM's Name, Signature & Agent ID

Terms & Conditions

These Terms and Conditions (or "Agreement") govern the relationship between the User (hereinafter referred to as "You" or "Your"), on the one hand, and Globe Telecom, Inc. ("Globe", "We", "Our" or "Us") on the other, with respect to the following:

1. access and use by User of Globe's prepaid load distribution platform powered by Globe Labs that enables User to distribute Globe/TM airtime credits and promo SKUs to multiple mobile numbers ("Recipients") seamlessly through User's web portal ("Load Up Portal") at www.loadup.com.ph ("Site")
2. User's participation in any Load Up Program ("Program").

The Load Up Portal, Site, and Program shall hereinafter be referred to collectively, as the "Services".

Any reference to this Agreement shall include reference to the following, if applicable:

1. Letter Agreement
2. Supplementary Form

We reserve the right to revise and modify the Agreement as the Service may reasonably require according to our sole discretion. Said revisions or modifications shall be posted in www.loadup.com.ph and, once published therein, shall become binding on User. It shall be your obligation to be informed thereof by accessing, from time to time, such website where the latest version of the Agreement is posted. Your continued use of the Service shall be deemed an acceptance of any revision or modification of the Agreement.

1. Account and Registration
 1. To access our Services, you may be required to provide certain information as part of the registration process. You affirm that the information you provide are true and correct, accurate and up to date and that should there be a change in said information, you undertake to immediately inform us thereof.
 2. You authorize Globe to verify such information from whatever source, and authorize 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"), 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 suspension or termination of the Service, without prejudice to any other action which Globe may pursue in accordance with law and equity.
 3. If you are an individual, you must be a person of legal age to form a binding contract with Globe. Globe recommends that if you are a minor then you must obtain the consent of your parent or guardian and must indicate the e-mail address of your parent or guardian in the registration.
 4. If you are using the Services on behalf of an entity, you represent and warrant that you have authority to bind that entity to this Agreement and that any person given access to the Load Up Portal has the authority to perform any transaction enabled therein. Accordingly, your acceptance of this Agreement means an acceptance of this Agreement by the entity you represent and any and all references to "you" in this Agreement refers to that entity.
2. Access and Use of the Service

Access

You may access the Service by the means described in the relevant documentation.

Use of the Site/Load Up Portal and Participation in the Programs

1. Your use of the Service shall, at all times, comply with this Agreement, applicable law, rules and regulations.

2. You shall at all times comply with third party rights including, without limitation, laws regarding the import or export of data or software, data privacy and protection, and local laws. You shall not use the Service to encourage or promote fraud, illegal activity or a violation of a third party rights.
3. You understand that, except for information, services or programs clearly identified as being supplied by Globe, Globe does not operate, control or endorse any information, products or services on the Internet in any way. You also understand that Globe cannot and does not guarantee or warrant that files available for downloading through the Service will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data. You assume total responsibility and risk for your use of the Site and the Internet. Globe does not make any express or implied warranties, representations or endorsements whatsoever (including, without limitation, warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the Site, any information provided through the Load Up Portal, Site, or on the Internet generally, and Globe shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise, and other information provided through the Load Up Portal, Site, or on the Internet generally.
4. Accuracy of Published Site Content Information. It is your responsibility to evaluate the accuracy, completeness and usefulness of any opinion, advice, services or other information provided. The information on the Site may be changed, modified, or updated from time to time without notice. Globe may also make improvements and/or changes in the Site and/or Programs at any time without notice. Information provided on the Site is believed to be reliable when posted. However, Globe cannot guarantee that information will be accurate, complete and current at all times. Every time you access the Site, make sure that you check this page. Globe has used its discretion, best judgment and all reasonable efforts in collecting and preparing the information, documents (including copy, graphics, pictures, etc.) or other items provided or available herein, but any such information, document or other item is provided or available without any warranty of any kind, either express or implied, including, but not limited to, the warranties of completeness, accuracy, fitness for a particular purpose, or non-infringement of any intellectual property rights.
5. Charge for Use. You agree to pay for the use of the Services at rates and manners set by Globe from time to time.

Prepayment. Unless a Letter Agreement provides otherwise, you shall pay in advance for the Services through your Load Up Wallet without the right of set-off, deductions, or counterclaim.

You acknowledge and agree that your Load Up Wallet will be deducted for the amount of airtime load sent less any applicable discounts Load Up Wallet credits deducted for failed transactions shall be credited back. Transactions can be viewed on the Site.

6. Globe does not warrant that the Load Up Portal and Site will be uninterrupted or error-free or that defects in the Load Up Portal and Site will be corrected. The Services made available on the Site are provided on an "as is, as available" basis. In no event shall Globe be liable for:

any and all damages including but not limited to direct, indirect, incidental, or consequential damages arising out of the use of or inability to use the Site or any information, or transactions provided on the Site or downloaded or hyper-linked from or to the Site even if Globe or its representatives have been advised of the possibility of such malfunction/breakdown of the service; or

any claim attributable to errors, omissions, or other inaccuracies in the Site and/or materials or information downloaded through or hyper-linked from the Site.

3. Representations and Warranties

1. Both you and Globe represent and warrant that they have the right, power, and authority to perform their obligations; both shall comply with the privacy policy and shall not engage in any fraud or any deceptive, misleading or unethical or unfair competitive practices;

both shall not act in any manner which conflicts or interferes with any existing material commitment or obligation of one, and that no agreement previously entered into will interfere with one's performance of its material obligations;

both shall perform in compliance with any applicable laws, rules and regulations of any governmental authority.

2. You further warrant and represent that you shall at all times maintain the absolute privacy of the recipients of airtime credits transferred via the Site in accordance with your's and Globe's then current Terms of Service and Privacy Policies and relevant laws.

4. Communication

You hereby acknowledge and agree that by using the Load Up Portal, you expressly consent to receiving from Globe, its affiliates, subsidiaries and partners certain communications in connection with your use of the Services as well as any communication in relation to the products and services of Globe, its affiliates, subsidiaries and business partners.

Globe shall have the unlimited right, subject to applicable privacy policies and laws, including Republic Act No. 10173 (otherwise known as the Data Privacy Act of 2012), to use such User information for any legitimate business purpose.

5. Feedback

You understand that we may use, without any further obligation to you, any feedback or suggestion that you provide about our Service.

6. Audit

You agree that Globe may audit your use of the Site to ensure quality and verify your compliance with this Agreement, law, rules and regulations. This audit may include Globe Labs accessing and using your account, for example to identify the security issues that could affect Globe or the users. Globe may suspend your access to the Load Up Portal or your User account, without notice if we reasonably believe that you are in violation of the Agreement, law, rules and regulations.

7. User Privacy and Data Security

User Privacy. Globe respects your and the recipients' privacy. We will not collect any personal information about you unless you knowingly and voluntarily provide your personal information. Personal Identifiable Information (PII) shall include but not be limited to your name, postal address, e-mail address, phone number, birthday, and other specific information about you.

We do not sell, share or disclose any of your or your recipients' personally identifiable information (PII) without your consent. We protect the information provided by you with utmost care and security and use the information only for the purpose to which you have consented.

The above notwithstanding, Globe may share the non-personal aggregate, or summary of information regarding users of the Site or participants of the Programs (the "Users") with partners or other third parties solely for the purpose of improving its Site/Load Up Portal and its Programs.

From time to time, Globe may use your PII in order to notify you and other Users of any news and updates in the Site/Load Up Portal or in any of its Programs. You may, however, unsubscribe yourself from receiving Site/Load Up Portal and Programs' news and updates

from Globe at any time by sending an e-mail to help@loadup.com.ph requesting that your email address be removed from the mailing list of Site/Load Up Portal and Programs' news and updates.

Data Security. You will comply with all applicable privacy laws and regulations including those applying to PII. You will use commercially reasonable efforts to protect recipient information collected by the Load Up Portal, including PII, from unauthorized access or use and will promptly report to you and your recipients any unauthorized access or use of such information to the extent required by applicable law.

8. Confidential Matters

User credentials such as passwords, keys, and client IDs are intended to be used by you and to identify you and your User account. You will keep your credentials confidential and make reasonable efforts to prevent and discourage others from using your credentials. User credentials may not be embedded in open source projects.

Our communications to you may contain Globe confidential information. Globe confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without Globe's prior written consent. Globe confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose Globe confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

9. Brand Features

"Brand Features" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, the Agreement does not grant either party any right, title, or interest in or to the other party's Brand Features. All use by you of Globe's Brand Features (including any goodwill associated therewith) will inure to the benefit of Globe.

10. Globe Privacy Policies

By using our Services, Globe may use submitted information in accordance with our [privacy policy](#).

11. Termination

You agree that Globe may, at its sole discretion, at any time, terminate this Agreement, suspend or discontinue your use of the Site or any portion thereof immediately even without prior notice and with or without cause.

Your Obligations Post-Termination. Upon any termination of the Agreement or discontinuation of your access to the Site, you will immediately stop using the Service, and delete any cached or stored content previously permitted.

12. Warranties

EXCEPT AS EXPRESSLY SET OUT IN THE AGREEMENT, NEITHER GLOBE NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE LOAD UP PORTAL OR SITE. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE LOAD UP PORTAL OR SITE, THE SPECIFIC FUNCTIONS OF THE LOAD UP PORTAL OR SITE, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE LOAD UP PORTAL OR SITE "AS IS".

EXCEPT AS EXPRESSLY PROVIDED FOR IN THE AGREEMENT, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

13. Limitation of Liability

GLOBE, AND GLOBE'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF GLOBE, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THE AGREEMENT, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE APPLICABLE APIS (OR, IF WE CHOOSE, TO SUPPLYING YOU THE APIS AGAIN) DURING THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

IN ALL CASES, GLOBE, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

14. Indemnification

You agree to indemnify, defend, and hold harmless Globe, its affiliates, officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Site, Load Up Portal, and Programs from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement by you or your Users or any content or data routed into or used with the APIs by you, your agent or your Users. You likewise hold Globe free and harmless from suit or action arising from your use of the Services, user conduct, use of restricted content, improper use of data, unauthorized intrusion into the Site/Load Up Portal, unlawful exposure of data, breach of confidentiality and/or infringement of intellectual property rights.

15. Copyright

All Site design, text, graphics, interfaces, and the selection and arrangements thereof are ©2013 Globe Telecom, Inc. Permission is granted to electronically copy and to print portions of the Site for the sole purpose of participating in a Globe Telecom Labs User Program. Any other use of materials on the Site, including reproduction for purposes other than those noted above, modification, distribution, or republication, without Globe's prior written permission is strictly prohibited.

16. Trademarks

All trademarks, service marks, and trade names (collectively the "Marks") are proprietary to Globe or other respective owners that have granted Globe the right and license to use such Marks. Disclaimer. THE INFORMATION, SERVICES, PROGRAMS, AND MATERIALS CONTAINED IN THIS SITE, INCLUDING, WITHOUT LIMITATION, TEXT, GRAPHICS, AND LINKS, ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GLOBE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH INFORMATION, SERVICES, PROGRAMS, AND MATERIALS, FREEDOM FROM COMPUTER VIRUS, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, GLOBE DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS SITE IS ACCURATE, COMPLETE OR CURRENT.

17. Miscellaneous

1. This Agreement represents the entire understanding by and between User and Globe and supersedes all prior written and oral agreements and representations and will commence on the date of your first use of the Services and shall continue unless earlier terminated.
2. The provisions under "Use of the Site/Load Up Portal and Participation in the Programs" and "Indemnification" are for the benefit of Globe and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Site, Load Up Portal, and the Programs. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.
3. Any failure by Globe to enforce this Agreement, for whatever reason, shall not necessarily be construed as a waiver of any right to do so at any time.
4. Transfer of User Benefits and Materials. Except as otherwise prohibited herein, the benefits and materials, including but not limited to API documentation, software tools and development kits, instruction manuals, software, technical support incidents, and application keys, provided to you as part of your access to this Site, Load Up Portal, and Programs may not be transferred. You agree that you will not otherwise transfer, publish, copy, or disseminate such materials.
5. User and Globe agree that, if any portion of this Agreement is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.
6. This Agreement shall be construed in accordance with the Philippine laws. In case of suit arising from this Agreement, Globe and User agree to submit to the appropriate courts in Taguig City to the exclusion of all other courts. User agrees that in addition to the amount due and collectible, User shall pay an additional twenty-five percent (25%) of such amount by way of damages and another twenty-five percent (25%) of such amount by way of attorney's fees and costs of suit.
7. User hereby acknowledges that he/she has read and understood all the terms and conditions herein stated and that he/she voluntarily entered into this Agreement with full knowledge and consent of everything that this Agreement contains.

Source: <https://www.loadup.com.ph/terms-and-conditions/>