



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



Certificate Number: 30120017192

NOTICE OF AWARD

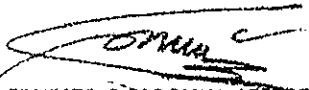
18 APR 2022

MR. JOSEPH IAN G. GENDRANO
First Vice President & Enterprise Group Head
SMART COMMUNICATIONS, INC.
6799 Ayala Avenue
Makati City

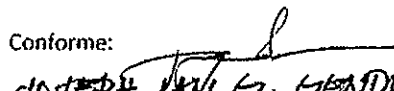
Dear Mr. Gendrano:

Please be informed that, upon the recommendation of the PVAO Bids and Awards Committee (BAC) as contained in its Resolution No. 53-PVAO-DC-SMART-2022, the Philippine Veterans Affairs Office is awarding the contract for the Procurement of Smart Electronic Mobile Load for CY 2022 to Smart Communications, Inc., subject to the successful negotiation and signing of the contract.

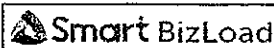
Very truly yours,


LTGEN ERNESTO G. CAROLINA AFP (RET)
Administrator

Conforme:


JOSEPH IAN G. GENDRANO
FIRST VICE PRESIDENT AND
HEAD OF ENTERPRISE & INTERNATIONAL BUSINESS

Date: 23 APR 2022


Smart Bizload Agreement Form
Company Information

Company Name:	Philippine Veterans Affairs Office		
Type of Organization (Corporate / Partnership / Government / NGO):	Government		
Industry Segment:	SEC/DTI Registration Number:		
Business Address:	Natividad Avenue, Camp General Emilio Aguinaldo, Quezon City		802
	No.	Street	Village/Barangay/Municipality
Business Number/s:	8912 - 4762		
Company E-mail Address:	psvmd.service@pvao.gov.ph		
Name of Authorized Signatory:	Engr. Valerico C. Lim III, MNSA		
Official Designation:	Chief, General Services and Support Management Division	Company ID No:	2002-015
Telephone No:	8912 - 4762	Mobile No:	09194762404
E-mail Address:	rickylim3.plans@gmail.com		

Preferred Package

Type of Application (Check one):	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Retention	<input type="checkbox"/> Upgrade
Interface (Check all that apply):	<input type="checkbox"/> UI	<input type="checkbox"/> API	
For Standard Packages:			
Gross Monthly Load Commitment:	50,000.00	Discount:	
Net Monthly Load Commitment:	50,000	Gross Total Contract Value:	600,000
Contract Term:	12	Net Total Contract Value:	600,000
Additional Remarks:		Load Packages (i.e. 100, 500, 1000):	
<i>please fill-out yellow cells</i>			

For Non-Standard Packages:			
<i>Subject to approval based on the Financial Template</i>			
Gross Monthly Load Commitment:		Discount:	
Net Monthly Load Commitment:		Gross Total Contract Value:	0
Contract Term:		Net Total Contract Value:	0
Additional Remarks:		Load Packages (i.e. 100, 500, 1000):	
<i>please fill-out yellow cells</i>			
TCV P9,697,600 less 6% discount = P9,115,744 free 50 Samsung A32 8GB+128GB 5G			

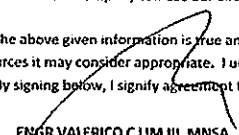
Assigned BizLoad Administrator Information (for UI only)

Name:	Kristian Nazarene U. Carreon	Official Designation:	Supply Officer
Preferred Username:	knucarreon	Company ID No:	2021-001
Telephone No:	8912 - 4762	Mobile No:	09178529188
Email Address:	semjpsvmd@gmail.com		


Acknowledgment

I. SMART COVERAGE
I am fully aware that our company can use our airtime load where SMART has coverage.

II. CONFIRMATION
I affirm that the above given information is true and correct and hereby authorize SMART Communications, Inc. to verify such information from whatever sources it may consider appropriate. I understand that I may be requested to submit requirements to facilitate the processing of this application. By signing below, I signify agreement to the TERMS AND CONDITIONS set forth in the attachment.

 ENGR VALERICO C LIM III, MNSA Authorized Signatory's Printed Name and Signature	Division Chief Designation	Date Signed
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SMART USE ONLY

Sales Agent's Name:	Erlinda Tacneng Jr	Customer No:	
Sales Agent's Signature:		Customer Code:	
Sales Agent's Code:		Validated By:	
Sales Head Name:	Joycelyn R. Hilao	Approved By:	
Sales Head Signature:			

Throughout your use of our services, you agree and allow Smart Communications Inc. to use your personal information for the following purposes:

1.To create and nurture a relationship with you.

We collect personal information about you when you apply for our products and services so that we can validate your identity and credit history. We use your personal information for billing and the collection of fees for the products and services that you avail from us.

2.The improvement of our business and operations.

We analyze data about how you use our products and services to help us manage your account better, to provide you with customer care activities, to ensure your fair use of our products and services, to monitor the quality and security of our technology, to train our staff, and to plan for our future growth. We do this so that we can continue to provide you with the best experience for the products and services that you avail from us.

3.The improvement of our products and services.

We analyze how you use our products and services so that we can understand how to improve them for your benefit. Our analysis may include some sensitive information about your usage, such as the general locations and sites that you may frequent. In all cases, we ensure to aggregate and anonymize this information so that you are never identified as an individual.

* Aggregating simply means presenting information in segments or categories like age groups; anonymizing means removing information that can personally identify you from the data.

4.Assisting the Government.

We generate statistical insights based on your data and use of our products and services to assist the Government in planning for healthcare, disaster management, and other similar efforts meant for public benefit. When we can, we remove all information that identifies you as an individual to ensure that you remain anonymous.

5.Compliance with other legal and regulatory requirements.

We perform other activities and disclose data in cases where we are required to do so for us to comply with government laws, rules, or regulations and with other legal processes and orders.

There are some instances where we may need to share your information to our subsidiaries and affiliates, agents, business partners and other third-party agencies and service providers. We only share your information to enable us to continue providing you with the products and services that you have availed from us, and as part of our regular business operations that allow us to serve you better.

When you accept this Privacy Policy, you also acknowledge that we may share your information with:

1. Our service providers, contractors, professional advisers, and their sub-contractors, who help us provide our products and services to you. For example: our couriers for bill delivery and our customer contact centers for our hotline operations;
2. Other companies to whom you have also given consent for us to share your information with; and
3. Law enforcement and government agencies, but only when required by laws and regulations and other lawful orders and processes.

For a list of these partners, please visit <https://smart.com.ph/Enterprise>.

We would like you to know that your personal data will be kept in our records for as long as you continue to use our products and services, and for a maximum of 5 years after.

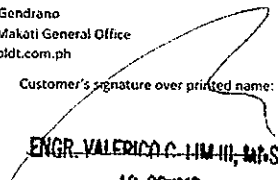
The Data Privacy Act of 2012 (Republic Act No. 10173) gives you rights in relation to the personal data that we have collected about you, including the right to object to certain ways in which we may use your data, the right to access your data at your request, the right to correct any inaccurate or outdated data about you, and the right to erase or remove your data from our records.

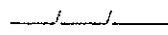
Smart Communications Inc. respects your right to privacy, and we commit to take great care in safeguarding your personal data. For more information on your rights and how you may exercise them, please contact our Deputy Data Privacy Officer for PLDT Enterprise through the contact details provided below:

Joseph Ian G. Gendrano
8/Floor PLOT Makati General Office
jggendrano@pldt.com.ph

Customer's signature over printed name:

Date signed (MM/DD/YY):


ENGR. VALERICO C. LIM III, MPE SA
AC, CSMO



Terms and Conditions

SMART COMMUNICATIONS, INC. ("SMART") shall provide SMART Bizload Service to the Corporate Subscriber under the terms and conditions herein contained ("Agreement"). By completing and signing the SMART Bizload Service Application Form (SAF), the Corporate Subscriber agrees to abide by the terms and conditions of this Agreement and acknowledges that the Corporate Subscriber has read and understood the same.

1. SMART shall provide the Corporate Subscriber a pre-assigned Service Access (username and initial password and application key for API) and the confidentiality of the Service Access shall be the Corporate Subscriber's sole responsibility.

2. The Corporate Subscriber must issue a Purchase Order (PO) every time it purchases airtime load from the SMART Bizload Service with the following details: Corporate Name, Type of Product or Service being purchased (SMART Bizload Service) and Amount.

3. Payment for purchasing airtime load from the SMART Bizload Service shall be accepted in the form of Cash, Corporate Checks and Manager's Checks. You may also deposit your payment at any Metropolitan Bank and Trust Company (MBTC) in your area under the account name of "SMART Communications, Inc." with current account no: 7616003433. For Metro Manila areas, you have an option to request SMART to pick-up check. Note: For check pick-up, only "local checks" are accepted.

4. All checks issued for purchasing airtime load from the SMART Bizload Service must be in the name of "SMART Communications, Inc."

5. Post-dated checks are not allowed for purchasing airtime load.

6. All cash or check deposit slips with the issued PO must be scanned and sent to the Relationship Manager by the authorized representative of the Corporate Subscriber using the email address declared in the Service Application Form (SAF). For confirmation of your e-mailed documents, please contact your respective Relationship Manager or email us at enterprisesupport@smart.com.ph.

7. Upon receipt by SMART of the scanned copy of the PO and cash deposit slip, the purchased amount shall be credited to the Corporate Subscriber's Corporate Virtual Wallet within two (2) working days.

8. Upon receipt of SMART of the scanned copy of the PO and check deposit slip or the original check (for special check pick-up), the Corporate Subscriber shall allow three (3) working days for "local" check clearing and seven (7) working days for "regional" check clearing. The purchased amount shall be credited to the Corporate Subscriber's Corporate Virtual Wallet within two (2) working days.

9. All scanned deposit slips and POs should be received by SMART Communications, Inc. on or before 2:00 PM. Those received after 2:00 PM will be considered as a SMART Bizload transaction for the following day. All paid POs shall be deemed final and non-refundable either in part or in full.

10. Every purchase of airtime load from the SMART Bizload Service must have a minimum amount of Five Thousand Pesos (PHP5,000.00). Order of airtime load lower than Five Thousand Pesos (PHP5,000.00) shall not be allowed.

11. The fees paid or payable by the Corporate Subscriber to SMART pursuant to this Agreement shall be inclusive of all Philippine taxes.

The Value Added Tax (VAT), if any, shall be for the account of the Subscriber, provided that SMART submits its VAT registration certificate upon request for payment and issues a duly-registered VAT official receipt upon receipt of payment. In case the Corporate Subscriber is exempt from VAT or entitled to VAT zero rating by virtue of its registration with the Special Economic Zones and the Board of Investments (BOI), the Corporate Subscriber shall submit certifications or documents as deemed necessary by SMART to effect such exemption or VAT zero rating. In the event that the Corporate Subscriber will be required to withhold tax and remit the same to tax authorities, the Corporate Subscriber shall deduct the said tax from payments in relation to this Agreement. The Corporate Subscriber shall furnish SMART with the corresponding certificate of withholding tax together with the corresponding payment to SMART.

12. SMART Bizload Service with Free Handset

a) The Corporate Subscriber agrees to pay SMART the minimum load value stated in Load Value Commitment in the SAF.

b) Client must complete the minimum Contract Term indicated in the SAF.

c) In case of pre-termination or failure of the Corporate Subscriber to pay the Load Value Commitment for three (3) months, SMART shall immediately charge the Corporate Subscriber the full cost of the Handset.

d) Handsets issued by SMART (except iPhone units) shall be subject to a seven (7) day replacement warranty commencing on the date of delivery of the Hardware. This warranty covers inherent defects only. After the 7-day period, the vendor's warranty terms and conditions shall apply and all warranty claims shall be made directly to the vendor's accredited service centers. Special terms and conditions apply to iPhone units.

13. In the event the Corporate Subscriber needs to change its assigned administrator and mobile number, the Corporate Subscriber shall submit a letter of request signed by the duly authorized signatory to their Relationship Manager or email enterprisesupport@smart.com.ph.

14. The SMART Bizload Service is intended solely for the Corporate Subscriber's own internal operations (i.e. the loading of SMART airtime load to its legitimate employees) and is NOT intended for reselling of airtime load to any other party. SMART COMMUNICATIONS, INC. RESERVES THE RIGHT TO TERMINATE/CANCEL THE SMART BIZLOAD SERVICE AT ANY TIME SHOULD SMART COMMUNICATIONS, INC. FIND THAT THE SMART BIZLOAD SERVICE IS BEING UTILIZED BY CORPORATE SUBSCRIBER OTHER THAN FOR ITS INTERNAL OPERATIONS STATED HEREIN.

15. The SMART Bizload Service is supplied on an "as is" basis without any express or implied warranties except for those as may be provided for by fair business practice under Philippine relevant laws and regulations. The Subscriber waives any and all claims for service fees, compensations or other benefits as well as claims for liabilities, attorney's fees suits, costs and for any special, indirect, incidental or consequential damages OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES, RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, THE PERFORMANCE OF THE SERVICE, OR DAMAGES FOR LOSS OF GOODWILL, BUSINESS PROFIT, BUSINESS OPPORTUNITIES, BUSINESS STOPPAGE, LOSS OF DATA OR BUSINESS INFORMATION, COMPUTER DAMAGES, OR DAMAGES, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, against SMART or its officers, directors and employees or any of its affiliates, subsidiaries, suppliers or parent corporation(s) resulting from or arising out of the use (or inability to use) and access of the SMART Bizload Service.

16. The Corporate Subscriber shall be liable for damages caused to SMART or third persons due to the acts or omissions of the Corporate Subscriber, any of its officers and/ or employees or its clients constituting fraud, misinformation or criminal behavior, or those acts that are prejudicial to the interests of SMART.

17. SMART shall not have any liability whatsoever or to be deemed in default for any delay or in failure in the performance of its obligations, commitments and undertakings resulting from or arising out of the use and access by the Corporate Subscriber or acts or omissions beyond the control of SMART, including without limitation to incidents of force majeure and other fortuitous events.

18. The Corporate Subscriber hereby releases SMART from, and shall indemnify and must continue to indemnify SMART for, any damages resulting from any loss, costs, compensation, damage or liability in connection with this Agreement, the use of the SMART Bizload Service or performance of the SMART network, or claims of any third-party against the Corporate Subscriber or SMART as a result of the foregoing whether in an action of contract of tort or otherwise.

19. DATA PRIVACY

Whenever applicable, in performing its obligations under this Document, SMART as a third party data processor shall, at all times, comply with the provisions of Republic Act No. 10173 or "the Data Privacy Act of 2012," its implementing rules and regulations, and all other laws and government issuances which are now or will be promulgated relating to data privacy and the protection of personal information. SMART, its officers, employees, and representatives undertake to:

- a) Process personal data under the instructions stated in this Agreement as agreed upon by Corporate Subscriber and SMART, including transfers of personal data to another country or an international organization, unless such transfer is authorized by law;
- b) Implement required measures and systems that will enable data subjects or subscribers to reasonably exercise their rights under the Data Privacy Act of 2012;
- c) Maintain proper records, and provide the Corporate Subscriber the necessary access to such records, to the extent which will allow The Corporate Subscriber to comply with the reasonable

exercise by data subjects or subscribers of their right to access under the Data Privacy Act of 2012;

d) Determine the appropriate level of security measures considering that of the Corporate Subscriber's, taking into account the nature of the personal information to be protected, the risks represented by the processing, the size of the organization and complexity of its operations, current data privacy best practices, and cost of security implementation;

e) Implement required security measures for data protection, including policies for evaluation, monitoring, and review of operations and security risks. Such measures shall aim to maintain the availability, integrity, and confidentiality of personal data, and prevent negligent, unlawful, or fraudulent processing, access, and other interference, use, disclosure, alteration, loss, and destruction of personal data;

f) Implement reasonable and appropriate organizational, physical, and technical measures intended for the protection of personal information against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing, or for such other purposes as may be required under the Data Privacy Act of 2012 or any other applicable law or regulation;

g) Implement reasonable and appropriate measures to protect personal information against natural dangers such as accidental loss or destruction, and human dangers such as unlawful access, fraudulent misuse, unlawful destruction, alteration, and contamination;

h) Ensure to the extent that it is necessary and reasonable, that its employees, agents, and representatives who are involved in the processing of personal information operate and hold personal information under strict confidentiality;

i) Not engage another processor without prior instruction from the Corporate Subscriber: Provided, that any such arrangement shall ensure that the same obligations for data protection under this Document are implemented, taking into account the nature of the processing;

j) Notify the Corporate Subscriber as soon as it is reasonable to do so under the circumstances, to enable it to notify the National Privacy Commission and the affected data subject or subscriber within the period prescribed under the Data Privacy Act of 2012, when sensitive personal information that may, under the circumstances, be used to enable identity fraud are reasonably believed to have been acquired by an unauthorized person, and SMART, the Corporate Subscriber, or the National Privacy Commission believes that such unauthorized acquisition is likely to give rise to a real risk of serious harm to any affected data subject or subscriber;

k) Promptly notify the Corporate Subscriber if, in its opinion, any instructions of violates, or may be construed to violate, any provision of the Data Privacy Act of 2012 or any other issuance of the National Privacy Commission;

l) Reasonably assist the Corporate Subscriber in ensuring compliance with the Data Privacy Act of 2012, its implementing rules and regulations, other relevant laws, and other issuances of the National Privacy Commission, taking into account the nature of processing and the information available to SMART;

m) At the choice of the Corporate Subscriber, delete or return all personal data to the former after the end of the provision of services relating to the processing: Provided, that this includes deleting existing copies unless storage is authorized by the Data Privacy Act of 2012 or another law;

n) Make available to the Corporate Subscriber the information necessary to reasonably demonstrate, under the circumstances, compliance with the obligations laid down in the Data Privacy Act of 2012, and allow for and contribute to audits, including inspections, conducted by the Corporate Subscriber or another auditor as agreed upon by the parties, to the extent necessary for compliance with the Data Privacy Act of 2012; and
o) Include the foregoing in the privacy and security policy of SMART.

20. CORPORATE GOVERNANCE

a) The parties warrant and represent that their business activities are regulated by their own internal business rules or Corporate Governance policies which are compliant with each of their applicable laws.
b) As a condition precedent to the execution of this agreement, the parties agree to exchange their relevant Corporate Governance policies for review to ensure that entering into this agreement will not conflict with, violate or contravene any of these policies.
c) To the extent applicable to the implementation of this Agreement, the parties will comply with their respective internal business rules or Corporate Governance policies. In this connection, the parties shall [a] advise or inform each other about any violation, whether actual or potential, by any person of their respective and/or each other's policies in relation to this Agreement; [b] address or resolve such violation in accordance with their own internal business rules or Corporate Governance policies; and, [c] inform the other party of the action taken thereon. In the event that this Agreement is later found to be violative of the internal business rules or Corporate Governance policies of either party, the parties shall negotiate in good faith to amend and revise this Agreement to make it compliant with the internal business rules or Corporate Governance policies found to have been violated.
d) The parties finally agree that any dispute, breach or violation of this provision shall be dealt with, remedied and/or resolved in accordance with the appropriate provisions of this Agreement on dispute settlement.

21. MISCELLANEOUS

a) This Agreement shall be governed and construed in accordance with the laws of the Philippines.
b) The venue of all suits from this Agreement and of other suits directly or indirectly arising from the relationship between SMART and the Corporate Subscriber shall be exclusively in the proper courts in Makati City.
c) Complaints against SMART or its agents should be brought to the attention of the designated enterprise touch points of SMART.
d) This Agreement together with SMART's records shall be final and conclusive evidence of any dispute between SMART and the Corporate Subscriber.
e) SMART reserves the right at its absolute discretion to modify, delete or add to any of the regulatory-affecting terms of this Agreement by giving notice in writing to the Corporate Subscriber. All other terms may be modified with the written consent of the Corporate Subscriber.
f) This Agreement constitutes the entire agreement between SMART and the Corporate Subscriber and supercedes all previous agreements (if any) between the parties, and the Corporate Subscriber acknowledges that in agreeing to enter into this Agreement it has not relied on any representation warranty or other assurance (including any that may have been made by any authorized agent or dealer of SMART) except those set out in this Agreement.
g) SMART's right shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Corporate Subscriber.
h) No waiver by SMART of any breach shall operate as a waiver of any other subsequent breach.
i) All notices under this Agreement shall be in writing and sent to the registered office of SMART or the address of the Corporate Subscriber as stated in the SAF or such other address which may be notified to SMART in writing from time to time.
j) Any complete or partial invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability for any other purpose of the remaining provisions.