

TERMS AND CONDITIONS

Last Updated: 08 February 2022

AGREEMENT TO TERMS

Please read these Terms and Conditions ("Terms" or "Terms and Conditions") carefully before accessing and using the MPT DriveHub Application ("MPT DriveHub" or "Application") ("Services") operated by Metro Pacific Tollways Corporation ("MPTC" or "Company").

These Terms constitute a legally binding agreement between you and MPTC. By accessing or using the Services, you agree to be bound by these Terms. If you disagree with any parts of the Terms, then you may not access nor use the Services.

LICENSE TO USE

Subject to your agreement to and compliance with the Terms, you are granted a non-exclusive, non-transferable, revocable, limited license to use the Services solely for your personal and non-commercial use.

INTELLECTUAL PROPERTY RIGHTS

The Services are protected by copyright, trademark, and intellectual property laws of the Philippines. Nothing in these Terms gives you a right to use the MPT DriveHub name or any of the MPT DriveHub trademarks, logos, domain names, and other distinctive brand features. All right, title, and interest in and to the Services (excluding Content provided by users, if any) are and will remain the exclusive property of MPTC and its licensors. Any feedback, comments, or suggestions you may provide regarding the MPT DriveHub is entirely voluntary and the Company will be free to use such feedback, comments, or suggestions as we deem fit and without any obligation to you.

USER REPRESENTATIONS

By using the MPT DriveHub, you represent and warrant that: (1) you are at least eighteen (18) years of age; (2) all information you have provided and will provide in the Application is truthful, accurate and complete; (3) you will maintain the accuracy of such information and promptly update such registration information as necessary; (4) you will comply with the Terms and Conditions; (5) you will not use the Application for any illegal or unauthorized purpose.

TERMINATION

If you are in breach of any of the Terms, we reserve the right, in our sole discretion, to terminate your right to access or use the Application. We are not responsible for any loss, damage, or harm related to your inability to access or use the Application based on such termination.

PRIVACY

Your privacy matters to us. You can learn how your information is handled when you use our Services by reading our [Privacy Policy](#).

WARRANTIES AND REPRESENTATIONS

The services are provided “as is” and “as available” and to the extent permitted by law without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, while we attempt to provide a good user experience, we do not represent or warrant that: (a) the services will always be secure, error-free, or timely; (b) the services will always function without delays, disruptions, or imperfections; or (c) that any content, user content, or information you obtain on or through the services will be timely or accurate.

LIMITATION OF LIABILITY

MPTC, and our affiliates directors, officers, stockholders, employees, licensors, suppliers, and agents will not be liable for any indirect, incidental, special, consequential, punitive, or multiple damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill or other intangible losses, resulting from: (a) your use of the Services or inability to use the Services; (b) your access to or inability to access the Services; (c) the conduct or content of other users or third parties on or through the Services; or (d) unauthorized access, use or alteration of your content.

GOVERNING LAW

The laws of the Republic of the Philippines shall govern these Terms and any claims and disputes arising out of or relating to these Terms or their subject matter shall be pursuant to Philippine laws.

CHANGES

MPTC reserves the right, at its sole discretion, to modify the Terms at any time. If we make changes, we will post the amended Terms within the Application and update the "Last Updated" date above. We shall notify you by sending an email notification to the address associated with your account or providing notice through the Application. Unless we say otherwise in the notice, amendments to the Terms will be effective immediately. Your use of Services after the amended Terms comes into effect constitutes your agreement to the amended Terms and Conditions.

CONTACT US

MPT DriveHub welcomes comments, questions, concerns, or suggestions. Please contact us by visiting customercare@mptdrivehub.com.ph.

