TERMS OF USE

Terms of Use

Welcome to the D.M. CONSUNJI, INC. (DMCI) website (the "Site"). By browsing, using, or downloading materials from this Site, you are deemed to have agreed to abide by the terms and conditions set forth in this notice including any modifications or updates thereto as and when made from time to time. USE OF THE SITE IN ANY MANNER IS CONDITIONED AND SUBJECT TO THE FOLLOWING:

Proprietary/Intellectual Property Rights

The materials and information as well as any software programs made available hereto ("Contents") are protected by copyright, trademark and other forms of proprietary rights. All rights, title, and interest to the Contents are owned, licensed or controlled by DMCI or the named third party provider/s.

The Contents such as text, graphics, logos, images, and the selection and arrangements thereof, are and shall remain the sole and exclusive property of DMCI or its content providers. Any use other than your personal use, including the reproduction, modification, distribution, republication or display, of the Contents or any part or portion thereof is strictly prohibited. The "D.M. CONSUNJI, INC." and "DMCI" names, trademark, and logo are registered under the name of and owned by D.M. CONSUNJI, INC. All other products and service marks contained in the Site remain the property of the respective owners.

Using the Contents

Except as otherwise indicated, DMCI grants you a limited license to view or print one copy of downloadable materials in the site for your own use. This limited license is non-exclusive, non-transferable, solely for personal and not for commercial use. You may NOT COPY, STORE (WHETHER IN HARD COPY OR IN ANY ELECTRONIC RETRIEVAL SYSTEM), TRANSMIT, TRANSFER, BROADCAST, PUBLISH, REPRODUCE, CREATE A DERIVATIVE WORK FROM, DISPLAY, DISTRIBUTE, SELL, LICENSE, RENT, LEASE OR OTHERWISE TRANSFER any of the Contents to any third person, including others in your company or organization, whether for direct commercial or monetary gain or otherwise without the prior written consent of DMCI or the relevant Contents provider.

Disclaimer

DMCI DOES NOT WARRANT THAT THE CONTENTS ARE ACCURATE, COMPLETE, OR CURRENT, NOR DOES IT GUARANTEE THE RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER INFORMATION DISPLAYED IN OR DISTRIBUTED THROUGH THE SITE. DMCI MAY MAKE CHANGES OR UPDATE ANY INFORMATION WITHOUT PRIOR NOTICE.

D.M. CONSUNJI, INC., the third party Contents providers and their respective affiliates, officers, directors, employees, agents and licensors assume no responsibility for the consequences of any errors or omissions.

LIMITATIONS OF LIABILITY/DAMAGES

IN NO EVENT SHALL DMCI OR ITS CONTENT PROVIDERS OR ANY OF THEIR REPRESENTATIVES BE LIABLE FOR ANY DAMAGES (WHETHER ACTUAL OR COMPENSATORY, MORAL, NOMINAL, TEMPERATE, LIQUIDATED, EXEMPLARY, CONSEQUENTIAL, etc.), LOSSES, COSTS AND LEGAL FEES ARISING OUT OF OR RESULTING FROM ANY DISCLOSURE OR ANY ALLEGED RELIANCE ON OR USE OF ANY OF THE CONTENTS, WHETHER SUCH LIABILITY ARISES OR IS ALLEGED TO ARISE IN CONTRACT (INCLUDING BY WAY OF INDEMNITY), TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, BY WAY OF CONTRIBUTION, OR OTHERWISE.

Laws, Rules and Regulations

User access to and use of this website is subject to all applicable local and international laws, rules and regulations.

Violations of Terms of Use

D.M. CONSUNJI, INC., reserves the right to initiate any and all actions and to resort to any and all remedies available to it to enforce the provisions of these Terms of Use, including the right to block access to the site.

Third Party Sites

This Site may contain images of and links to third party websites ("Linked Sites"). Linked Sites are only made available for the user's convenience. DMCI shall have no responsibility for the contents of Linked Sites including any link contained therein or any changes or updates thereto. The inclusion of Linked Sites does not imply endorsement nor association by DMCI with its owners/operators. Viewing and abiding by the terms of use of the Linked Sites shall be solely the user's responsibility. Any dealings with Linked Sites shall be solely between the user and the operator and owner of Linked Sites. DMCI shall not be responsible nor liable in any manner for any such dealings.

Privacy Policy

It is the policy of DMCI to protect and safeguard your personal information in accordance with the Data Privacy Act of 2012 and its Implementing Rules and Regulations. Personal information means any information or data that can be used to distinguish or identify you.

Please review the full text of our Privacy Notice here: www.dmcinet.com/privacy.asp

PRIVACY POLICY

Introduction

D.M. Consunji, Inc. (DMCI) values the confidentiality of data you have provided. Its privacy policy values and protects your personal information under the Data Privacy Act of 2012 and the laws of the Philippines. Personal information means any information or data that can be used to distinguish or identify you. This notice tells you how we will collect and use your personal information. It also tells you what steps you can take if you want us to change how we use your personal data, or if you want us to stop using your personal data.

Purpose

To enable us to perform processes related to a variety of personnel administration, and general business management purposes, it is important that DMCI collects, uses, processes and retains your personal information when it is reasonable and necessary.

In particular, we are using your information for:

- 1) administration of compensation and benefits;
- 2) performance management and training;
- 3) management services and outsourcing arrangements;
- 4) workforce management;
- 5) risk management;
- 6) statistical and audit purposes;
- 7) client and government reporting; and
- 8) other legal and expected business-related purposes.

Types of Information Collected

We collect information to (refer to above purpose). This includes information such as:

• Basic Personal Information such as name, address, and contact numbers

• Sensitive Personal Information or information that relates to individual's race, ethnic origin, marital status, and any other information described under the Data Privacy Act and its Implementing Rules and Regulations

Please note that you are responsible for ensuring that all such personal information you submit through the Website is accurate, complete and up-to-date.

Rights of Data Subject

You understand that you may request DMCI by a written letter or email to the Data Privacy Officer (DPO) to exercise your rights which include right to access, modify, erasure and object to processing your personal data within a reasonable time after such request.

Our contact details:

Data Privacy Officer Christopher R. Rodriguez D.M. Consunji,Inc. DMCI PLAZA BLDG. 2281 Chino Roces Avenue Extension (Formerly Pasong Tamo Ext.) 1231 Office: <u>+63 2 888 3470</u> Email address: <u>crrodriguez@dmcinet.com</u>; <u>dpo@dmcinet.com</u>

DMCI's decision to provide such access or consider any request for correction, erasure and objection to process of the personal data as it appears in DMCI's records is subject always to any exceptions under applicable laws and/or the Act.

You agree that DMCI cannot impose a charge to cover the cost of verifying a request for information and locating, retrieving, reviewing and copying any material requested.

Use and disclosure to Third Parties

As a general rule, we are not allowed to share your data to third party except in limited circumstances as noted below.

You authorize DMCI to disclose your information to accredited/affiliated third parties or independent/non-affiliated third parties, whether local or foreign in the following circumstances:

• As necessary for the proper execution of processes related to the declared purpose

• The use or disclosure is reasonably necessary, required or authorized by or under law

This means we might provide information to the following:

• Our partner companies, organizations, or agencies including their sub-contractors or prospective business partners that act as our service providers and contractors

· Law enforcement and government agencies

• All third parties with which we share this information are required to use your personal information in a manner that is consistent with this policy.

Personal Data Integrity and Security

You understand that DMCI will take reasonable steps to make sure that your personal information we collect, use or disclose are accurate, complete, and up-to-date. We will strictly enforce our privacy policy within the company and we have implemented technological, organizational and physical security measures to protect your information it holds from loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction. We put in effect safeguards such as:

1. We keep and protect your information using a secured server behind a firewall and physical access security controls

2. We restrict access to your information only to qualified and authorized personnel who hold your information with strict confidentiality

3. Any personal information that you provide on the Website is initially processed and stored by DMCI. Using a secured connection, authorized DMCI personnel can then access and download your personal information from the HR Management Information System.

Retention

The data will be kept active, unless you request your data to be deleted in the system. If your profile is inactive for 10 years, you will be tagged as inactive. The data will be completely removed from the database at the expiration of the maximum period allowed by law. Once deleted, your information will no longer be searchable or included in anonymous searches and will be completely removed from all the storage location.

DMCI reserves the right to retain your data in our files under certain circumstances such as when your data may be necessary to resolve disputes, or if DMCI is required to do so by law or in the good faith and believe that such action is necessary to comply with a legal obligation and/or protect and defend the rights or properties of DMCI or its affiliates. If DMCI is required to retain any portion of your data for such purposes, it shall use reasonable efforts to limit such data to what is necessary to accomplish the particular purpose.