



Republic of the Philippines
PROVINCE OF CAVITE
City of Bacoor

CGBCR-SPBac-F003.00
10/20/2023

OFFICE OF THE SAGGUNIANG PANLUNGSOD

COMMITTEE ON INFORMATION AND COMMUNICATION
TECHNOLOGY
AND
COMMITTEE ON SENIOR CITIZEN

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
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BACOR CITY, CAVITE

JOINT COMMITTEE REPORT
NOS. ICT-015-S-2023 and ICT-011-S-2023

Subject: A RESOLUTION AUTHORIZING A JOINT PROJECT BETWEEN THE CITY GOVERNMENT OF BACOR AND WITH BRING ME HOME PHILS. CORP. FOR THEIR RFID WRISTBAND WITH UNIFIED DATA MANAGEMENT SYSTEM FOR DIGITALIZING E-BOOKLET AND SERVICE FOR SENIOR CITIZENS AND PERSON WITH DISABILITY IN BACOR CITY- PCR-475-S-2023 dated December 11, 2023

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT WITH "BRING ME HOME PHILS. CORP." FOR THE USE OF "BRING ME HOME: RFID/NDEF WRISTBAND WITH DATA BASE MANAGEMENT THAT WILL MONITOR AND OPERATE DIGITAL SERVICE SYSTEM FOR SENIOR CITIZENS AND MERCHANTS IN THE CITY OF BACOR.-PCR-384-S-2023 dated August 29, 2023

Referred to this Joint Committee are the two (2) subject matters which are related and consolidated for appropriate action and recommendation.

THE BRING ME HOME PHILIPPINES, CORP. PROPOSALS:

For the record, this Joint Committee have already conducted a committee hearing sometime in September 2023 involving the same Bring Me Home Philippines Corp. (BHM). During the said committee hearing, the company presented their product (the RFID wristband), demonstrated its features and explained on how the product could easily track down and bring home the senior citizens or persons with disabilities who lost their way home due to dementia, Alzheimer and/or caused by any other mental illness.

The request to approve the authority (PCR-384-S-2023) for the city mayor to sign the Memorandum of Agreement with the BHM was held in abeyance and was later archived due to the absence of the draft of MOA. However, the draft of MOA with title "**BRING-ME-HOME Draft MOA from the City of Bacoor**" was later received by the Joint



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Committee. The draft of MOA was reviewed but no further action was taken on the same.

INDORSEMENT DATED DECEMBER 4, 2023:

Come the second proposal of BHM for a joint project ("Project") submitted to the Sangguniang Panlungsod by the Office of the City Administrator thru its Indorsement dated December 4, 2023, with the attached draft of MOA entitled "**BRING-ME-HOME Draft MOA from the City of Bacoor**". In its indorsement, the Office of the City Administrator also invited the attention of the Honorable Members of Sangguniang Panlungsod to look into the various considerations that may be required in the "Project", as follows:

1. Viability of the project considering the internet connectivity/access of senior citizens and PWDs;
2. Technicalities of the equipment and system to be used for its implementation;
3. Accreditation of BHM; and
4. The presence of focal persons from the sectors concerned as resource persons in the discussion meeting.

THE MEMORANDUM OF AGREEMENT (MOA):

Perusal of the present draft of MOA submitted for **the joint project** shows that it is the very same draft of MOA submitted to the Sangguniang Panlungsod to support the first offer of BHM under PCR-384-S-2023. The contents and provisions in the terms and conditions are all the same.

The only difference in the present proposal of Bring Me Home Philippines Corp. (BHM) is **a joint project** with the City of Bacoor for the use of their RFID wristband (with unified data management system) for digitalizing E-Booklet and services for senior citizens and person with disabilities in Bacoor City.

RESPONSIBILITY OF BRING ME HOME (BHM) UNDER THE MOA:

- "3.1. Wristband.

BHM will finance the release of 70,000 pieces of wristband x x x at no initial cost. Payment of the wristband will be through the projected revenue sharing via SCRSS Portal subscription from section 3.3"



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THE JOINT COMMITTEE HEARING:

On January 15, 2024, a Joint Committee hearing was conducted to seek the opinion, comments and reactions of focal persons as regards the viability and acceptability of the proposals. The said committee hearing was attended by the resource persons, namely, **Atty Venus de Castro** (Head of the Office of Senior Citizens Administration), **Atty. Salve Salvacion** (Office of the City Legal Service), **Mr. Lodgene Asuncion** (Head of Management Information Service), **Ms. Arsenia Constantino** (President, Senior Citizens Association, District I), **Ms. Tess Domingo** (President, Aniban Senior Citizen Association) and **Ms. Melody Tubice** (PWD Office).

The following facts are well established during the Joint Committee hearing:

1. The Office of the City Legal Service maintained that they have no participation in the drafting of the MOA in question, nor they have knowledge of said Memorandum of Agreement entitled "**BRING-ME-HOME Draft MOA from the City of Bacoor**" prior to its submission to the Sangguniang Panlungsod.
2. The Office of the Senior Citizens Affairs manifested the following:
 - As per verification with the City Social Welfare and Development Office and senior citizen associations, there is no single report involving the case of missing senior citizen or person with the disabilities in Bacoor City.
 - The City Government of Bacoor is very compliant with the existing laws in regards to the care and monitoring of senior citizens and person with disabilities.
 - The provisions of Republic Act No. 1994 and its Implementing Rules and Regulations (IRR) explicitly mandated for the issuance of Identification Card and Purchase Booklet for senior citizens.
 - The proposed OSCA Plus Portal and PDAO Portal cannot be considered valid for lack of mandate and legal bases.



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- The representative of **OSCA and PWDs moved to reject** the proposal of Bring Me Home Philippines, Corp. particularly the provision of their product (RFID Wristband), digitalization of booklet, integration of senior citizens and PWDs personal data portal into their web/portal, particularly the monitoring of purchases.
3. The Management Information Service (MIS) agreed with the manifestation and **concurs with the motion of Atty. Venus de Castro to reject the proposals** of BHM, citing with among others, the lack of authority and proper clearances of the company from national government agencies relative to the integration with the portal of BHM involving the personal data and information of senior citizen and PWDs.

FINDINGS:

The Joint Committee in its evaluation and deliberation concurs to reject the proposals of Bring Me Home Philippines, Corporation based on the following reasons:

1. The enactment of an ordinance, a law, mandating the establishments/merchants in Bacoor City to subscribe with the web/portal of Bring Me Home Philippines, Corporation and to pay the corresponding subscription fee will create doubts and controversies.
2. The City Government of Bacoor is compliant with the national laws pertaining to the needs, cares and monitoring of senior citizens and PWDs.
3. The personal data and information of senior citizens and PWDs may not and cannot be entrusted to any private entity/ies without the express and written consent of the persons involved.

RECOMMENDATION:

In view of the foregoing, the Honorable Members of the Committee hereby recommend to reject the proposals/offers of Bring Me Home Philippines, Corporation for the provision of its product, the RFID Wristband, and **TO DENY/DISAPPROVE** the request for a City Resolution authorizing the City Mayor, Hon. Strike B. Revilla to enter into and sign on behalf of the City Government of Bacoor the Memorandum of Agreement with the said company



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WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this day of January 2024 at the City of Bacoor, Cavite.

THE COMMITTEE ON INFORMATION AND COMMUNICATION TECHNOLOGY


HON. ROGELIO M. NOLASCO
Chairman


HON. ALEJANDRO F. GUTIERREZ
Vice Chairman


HON. ADRIELITO G. GAWARAN
Member


HON. REYNALDO D. PALABRICA
Member

THE COMITTEE ON SENIOR CITIZEN


HON. SIMPLICIO DOMINGUEZ
Chairman


HON. LEVY M. TELA
Vice Chairman

Prepared by:


ROBERTO A. DE GUZMAN

Local Legislative Staff Assistant I

COMMITTEE REPORT ICT-015-S-2023 and ICT-011 -S-2023
PCR-475-S-2023 and PCR-384-2023 – A RESOLUTION AUTHORIZING A JOINT PROJECT WITH BRING
ME HOME PHILIPPINES, CORP.



Committee on Information and Communication Technology

JOINT COMMITTEE HEARING MINUTES

NO. ICT-011-S-2023

NO. ICT-015-S-2023

Subjects: *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH "BRING ME HOME PHILS., INC." FOR THE USE OF "BRING ME HOME RFID/NDEF WRISTBAND WITH DATA BASE MANAGEMENT THAT WILL MONITOR AND OPERATE DIGITAL SERVICE SYSTEMS FOR SENIOR CITIZENS AND MERCHANTS IN THE CITY OF BACOR. – PCR-384-2023 dated August 29, 2023.*

A RESOLUTION AUTHORIZING A JOINT PROJECT BETWEEN THE CITY GOVERNMENT OF BACOR AND BRING ME HOME PHILS. CORP. FOR THEIR RFID WRISTBAND WITH UNIFIED DATA MANAGEMENT SYSTEM FOR DIGITALIZING E-BOOKLET AND SERVICE FOR SENIOR CITIZENS AND PERSONS WITH DISABILITY IN BACOR CITY. PCR-475-2023 dated January 15, 2024.

Present:

Committee on Information and communication Technology

Hon. Rogelio M. Nolasco	-	Chairman
Hon. Alejandro Gutierrez	-	Vice Chairman
Hon. Reynaldo Palabrica	-	Member
Hon. Adrielito Gawaran	-	Member

Committee on Senior Citizen

Hon. Simplicio Domingues	-	Chairman
Hon. Levy Tela	-	Vice Chairman

5th Sangguniang Panlungsod Member

Hon. Michael Solis	-	Member
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Resource Persons:

Atty. Salve Valenciano	-	Office of City Legal Service
Mr. Lodgene Asuncion	-	Management Information System



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Atty. Venus De Castro	-	OSCA Federation
Ms. Arsenia Constantino	-	President Senior Citizen District 1
Ms. Tess Domingo	-	President Aniban Senior Citizen
Ms. Melody Tubice	-	PWD Office
Ms. Mercy Manzanida	-	OSCA

Hon. Rogelio Nolasco: "Magandang hapon po sa inyong lahat, bago po natin umpisahan ang 2 Resolutions ay ikinagagalak ko pong ipakilala sa inyo ang aking mga kasamang konsehal na naririto sa ating harapan, Konsehal Rey Palabrica, Committee on Ethics, Appointments and Government Organization, Konsehal Alejandro Gutierrez, Committee on Peace and Public Safety, Konsehal Adrielito Gawaran, Committee on Social Services, Konsehal Simplicio Dominguez, Committee on Senior Citizen, Konsehal Michael Solis, Committee on Games and Amusement, Konsehal Levy Tela, Committee on Environment and Natural Resources at pwedeng magpakilala ang lahat ng Resource Persons, your names and department."

Hon. Rogelio Nolasco: "Maraming salamat po sa inyong presence. 2 Resolution po ang ating tatalakayin:

PCR-384-2023- "A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH "BRING ME HOME PHILS., INC." FOR THE USE OF "BRING ME HOME RFID/NDEF WRISTBAND WITH DATA BASE MANAGEMENT THAT WILL MONITOR AND OPERATE DIGITAL SERVICE SYSTEMS FOR SENIOR CITIZENS AND MERCHANTS IN THE CITY OF BACoor." And

PCR-475-2023- "A RESOLUTION AUTHORIZING A JOINT PROJECT BETWEEN THE CITY GOVERNMENT OF BACoor AND BRING ME HOME PHILS. CORP. INC FOR THEIR RFID WRISTBAND WITH UNIFIED DATA MANAGEMENT SYSTEM FOR DIGITALIZING E-BOOKLET AND SERVICE FOR SENIOR CITIZENS AND PERSONS WITH DISABILITY IN BACoor CITY. "

Hon. Rogelio M. Nolasco: "Actually po last year, month of August naka received din tayo ng isang request from Bring Me Home yung kanilang project proposal. Sa hearing natin actually inarchive ko na yun after your proposal Atty. Itong month of December naka received kami ng copy from SP Secretariat yung Draft MOA kaya po nag furnish ako ng copy sa inyo Atty., para malaman nyo at mabasa kung ano ang naka saad, ang isa rin nating kinu question dito ito ba ay draft ng ating City?"

Atty. Salve Valenciano: "For clarification po, ito rin po yung copy na narecieved namin from Bring Me Home, actually di pa nag da draft ng MOA from the end of our Local Government ng ating City Government po. So ito po, hindi ko po alam kung baka nagkamali sila pero yung actual documents po came from Bring Me Home Philippines."



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Hon. Rogelio Nolasco: "Yun nga rin po ang isang doubt namin kasi from City of Bacoor, kaya nai impart ko kay Atty. kasi yun nga po, tapos meron pang isang PCR-475-2023 yun nga po yung Joint project with PWD kaya nai motioned in President Pro-Tempore noong Monday na i consolidate na lang yung yung 2 issue para sa Senior at PWD at yun po ang attachment may endorsement from Atty. Neri basahin ko po: Attention : Hon. Reynaldo Palabrica, Atty. Khalid Atega, Jr., Atty. Kim Nyca R. Lofranco, Atty. Edith C. Napalan, Ms. Katrina J. Sanchez – Ledipo, Ms. Rhowena D. Alcantara – CPDO. Subject: Bring Me Home (BMH) Wristband with Unified Data Management System for digitalizing e-booklet and services for Senior Citizens and Persons with Disability in Bacoor City. Date: December 4, 2023. "The City Government of Bacoor will be having a project with the Bring Me home Phils. Corp. (BMH) introducing a BMH Wristband with Unified Data Management System for Digitalizing (PWD) in Bacoor City (Project). The Project currently requires various considerations, such as but not limited to the following: (1) viability of the project considering the internet connectivity/access of Senior Citizens and PWD's; (2) technicalities of the equipment and system to be used for its implementation; (3) accreditation of BMH; and (4) the presence of focal persons from the sectors concerned as resource persons in the discussion meetings. For this purpose, the Project requires occasional meetings among the members of the PPP-SC. In view of the foregoing, the Project is hereby respectfully endorsed and requested to be included in your next agenda meeting with due consideration of the above-mentioned concerns. For your information and appropriate action. Thank you. Respectfully, Atty. Aimee Torre Franca-Neri, City Administrator." yun po, so Atty. Ano po ang inyong opinion dito?"

Atty. Venus De Castro: "Initially po ang proposal ng Bring Me Home Phils., ay to help us to locate the missing Senior Citizens. Sa ngayon po parang nag graduate at nag expand sila, ngayon in connecting to locate the senior citizen, ang proposal nila ay magprovide ng Wristband sa 70,000 Senior Citizens, kinuwestion ko po iyon sa edad kong 77 magkakabit ako nito at majority po ng 70,000 senior citizens wala pong Alzheimer's disease. Nakipag ugnayan po ako sa CSWD wala pong report sa kanila not even 1 na nagkaroon ng sitwasyon na may nawalang senior citizen. Siguro po worth mentioning sa ating Barangay at saka po sa Senior Citizen Association mayoon po silang complete at updated list ng mga senior citizen, ngayon po kapag may nawawala madali pong silang ma locate at wala pong naging report na may nawalang senior citizen. Ngayon dahil sa updated na mga masterlist nila yun bang mga opisyal ng barangay at mga opisyal ng senior citizen mayroon silang capability na ma locate if there is any senior citizens na nawawala ngayon po. Under the constitution mayroon pong provision doon na it should be their duty of the Family to take care of their elderlies, now the LGU of Bacoor are very compliant po doon. Ngayon ang kinuwestion ko po roon bakit from the initial proposal ay to locate the Senior Citizens bakit meron silang request na magkaroon ng OSCA Plus Portal, PDAO Portal, ngayon ang purpose nila doon is to monitor and imitate ang mga record ng mga senior citizens regarding the record of purchase of medicines and other commodities, ngayon ang kinuwestion ko kasi



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ang proposal nila ay digitalization ng e-booklet ngayon sa implementing rules and guidelines ng RA 1994 the LGU is mandated to issue to senior citizens an identification card yung OSCA ID and purchase booklet. Sa Saligang Batas sinasabing purchase booklet hindi digitalize, pangalawa majority po ng senior citizen's wala silang knowledge kung paano nila ioperate ang kanilang computer ang kanilang mga cellphones and other gadgets, ngayon, ang tanong ko sa Bring Me Home, halimbawa ako nagpunta ako sa Baguio yung bang isina suggest nyo na digitalize booklet, iyun ho ba ay makaka purchase ako sa Baguio ng medicines na kakailanganin ko? Ang sagot nila ay negative, hindi. Samakatwid yung digitalized booklet iyon po ay dito lamang. Tapos kinuquestion ko ang validity ng OSCA plus Portal and PIDAO Portal kasi ang purpose nila ay to trap down and to manage the purchase of PWD. And sabi ko it might violate the Data Privacy Act kasi ang tanong ko sino ang mag po provide ng data na ilalagay nyo diyan sa e-digitalize booklet? Ngayon hindi nila masabi ang iniisip ko baka sa amin kunin, ngayon mag ba violate kami kasi para makapag labas kami ng data at information ng mga senior citizen kinakailangan may written and express consent ng data subject, yun ang opposition ko talaga sa kanilang mga proposal. Ngayon kung i aadapt natin yung kanilang proposal na digitalize tayo ba ay gagawa ng Ordinansa? Gagawa ba tayo ng Resolution? Pero hindi legal yun kasi ito ay National Law hindi ito ma aamend by means local legislation eh yun po ang main objection ko roon. At saka bibigyan mo ba ang lahat ng 70,000 ng wristband eh hindi mo naman kailangan yun eh."

Hon. Rogelio Nolasco: "Thank you po Atty. So, atin pong hingin ang opinion ng ating Legal."

Atty. Salve Valenciano: "Magandang Hapon po, ma i share ko na lang din po, yung subject matter po kasi, ng nag resume po ang ating duty this January through Atty. Paul Sangalang in Mayor's Office, nag set din po siya ng meeting with OSCA, PDAO, CSWD together with MIS so nagkaroon na rin naman po ng initial exchanges of information and upon sentiment in regarding po doon sa proposal and it appears nga po na parang ang general comment for the mean time yung kindness ng project ay parang hindi na aangkop sa ating City sa kasalukuyan. Considering din po kasi, tama naman po ang lahat ng points na ni raise ni Atty. Venus De Castro with regards po sa Data Privacy Act at is it okay na 70,000 registered Senior Citizens and PWD natin ay kailangan bigyan ng wristband? ang isang mahalagang point din po indicated din po sa MOA yung cost. Kasi po sinasabi po nila dito ay walang babayaran ang City pero kinakailangang mag pasa ng Ordinance enjoining all merchants and registered business owners dahil sila yung mag sa subscribe doon po sa system na inooffer ng Bring Me Home for a fee of **PHP 270.00 per month** so, parang yun po ang mas mabigat, well aside din po doon sa totoong concern po ng ating Senior Citizens at PWD yun din po on the part of all merchants. Parang tayo ba as an LGU ipapataw ba talaga natin ito doon sa mga merchants na ganoon ang itsura to think na yung system parang magiging duplication sa efforts ng ating mga merchants kasi syempre po lahat ng mga business maintaining na po yung marketing ng kanilang business etc... tapos sasabihin mo mag subscribe ka din



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dito kasi ito para ma monitor yung mga purchases ng mga Senior at PWD so another system siya tapos with cost. So yun lang po so ito yung malaking internal discussion din po na parang as an LGU marami na tayong mga Ordinances na gusto nating ipataw sa mga business of Business owners huwag na sana nating ma involve pa, kasi hoy! Ano ito gawin nyo tapos bayad kayo. Parang we are at the point po na gusto natin as much as possible yung mga existing ordinances ay ma comply unti unti, may mga CSR Ordinances tayo syempre bahala na po yung mga businesses kung paano sila mag comply doon pero definitely may cost din yun on their part. So, ito as a whole parang hindi pa akma. Maganda po yung point na ngayon ko lang narinig yun na sinabi po ni Atty. Venus na ako senior citizen, may tag ako may portal ako pag pumunta ako ng Baguio, Visayas or Mindanao lumabas ako ng Bacoor, Imus or Las Pinas useless na din siya tapos just the same yung booklet kailangan pa rin niyang pirmahan parang yun po ang sinasabi natin na added burden duplication on our part."

Hon. Rogelio Nolasco: "Thank you Atty. sa maganda nyong paliwanag. Any comment po Mr. Lodgene?"

Mr. Lodgene Auncion: "Syempre tama naman yung point po ni Atty. Venus and ni Atty. Bambi kasi yung ibang aspect po ng implementation ng Bring Me Home Wristband yung technology po kasi ng RFID/NFC ay matagal na yan technically they are feasible po yung project kaya lang po hindi po technically knowledgeable and capable yung mga senior citizens natin to use the same technology so yun din, isa rin ito sa magiging challenge doon sa mga senior citizen in case na implement natin itong project. Mahihirapan din silang i adapt itong technology and of course hindi naman lahat ng mga senior citizen natin merong smartphone hindi po lahat and internet data so hindi rin po magiging effective yung system kung hindi po ang lahat ng senior citizen is capable second po, hindi rin po kung baga align doon sa mga programa natin doon sa technological development then meron tayong ibang programa like SBR Card and issuance of Seniors Citizen ID so, parang magiging complicated po yung technology kung merong separate application na ipo produce tayo sa mga senior citizen na ito ang gagamitin nyo tapos mayroon tayong ipapagamit na technology for example sa SBR card kasi in the future po mag uumpisa na ang registration ng SBR card so parang magiging duplicate po yung technology na iooffer natin sa senior citizen which face confusion po sa matatanda ano ba talaga ang gagamitin nila. Kasi sila irerequired nating magkaroon ng SBR card tapos meron parin tayong irerequire na additional Wristband baka para saan ba ito? Isa rin makakalito po sa senior citizen tapos meron din po tayong i ro roll out kasi sabi nga po ni Atty. Venus required tayong magkaroon ng Senior Citizens ID so, kami din po hopefully next month ay may panibagong Senior Citizens Id which is also same technology ng Wristband na same technology using NFC so ano yun? Magiging redundant po yung technology na iooffer natin sa kanila. So yun lang po Konsi.



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Hon. Rogelio Nolasco: "Thank you mo Mr. Lodgene. Yes po Konsi Gawaran."

Hon. Adrielito Gawaran: "Mr. Chair ako po ay may isang tanong lang sa inyo, itong tinatale nating Bring Me Home Philippines meron be kayong inimitahang representative?"

Hon. Rogelio M. Nolasco: "Actually, last year naimbitihan na po sila at nagpaliwanag na sila sa kanilang project, last August yun."

Hon. Adrielito Gawaran: "Opo natatandaan ko, alam ko iyon last August, jinustify nila ang mga programa nila, pero sana nag imbita rin tayo ng isa sa Bring Me Home representative para malaman nila na hindi natin dini disapproban ang Bring Me Home para mabilis ang ating discussion at itong mga bagay na ito."

Hon. Rogelio Nolasco: "Actually, ininternal ko na lang ang patawag kasi inarchive ko na yung una nila dahil nga ayon kay Atty. ayaw nating matuloy ito dahil sa gastos mayroong babayaran kaya ngayon nag decide ako para internal na lang para kung ano yung ma desisyunan natin i reject na lang sa session. Para mawala na sa agenda, kaya ki nonsolidate na lang natin itong dalawa kasi iisa ang target point sa project sa PWD at Senior."

Hon. Adrielito Gawaran: "Kaya ko lang ho ni raise itong issue to be fair sa atin at sa kanila para atleast alam nila kung paano natin dini disapprove ang offer nila."

Hon. Reynaldo Palabrica: "Point of order Mr. Chairman, hindi naman natin kailangang sa Committee Hearing i declare yung rejection kung sino man yung may proposal dito sa Sangguniang Panlungsod it is through resolution na kung saan duman sa prosesong ganito ang resolution bago natin ibigay kung reject o approve sila, it is not necessary or require pang papuntahin sila dito, besides itong agenda na ito ay matagal na, matagal na silang na call ang attention actually naandoon naman tayo, wala na tayong dapat alamin pa sa kanila kasi nga nalaman na natin and this particular hearing inalam natin kung magiging advantageous to the Government or to the people of Bacoor ang proposal na iyan and eventually this is disadvantageous to the Government and to the people of Bacoor so there is no necessity to require the Bring Me Home to attend to this meeting this is a prerogative of the Committee Chairman kung gustong pa attend din kayat pwede naman hindi na natin tawagin. "

Hon. Adrielito Gawaran: "Oo nga, okay I understand."

Hon. Reynaldo Palabrica: "Actually, we are being fair in this particular issue bago tayo nagpatawag ng ganitong meeting, para alamin ang epekto at kung ano ang Konsepto ng mga naandito ngayon, una natin silang pina Tawag para malaman kung ano ang proposal nila at objective kaya binigyan natin sila



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ng one hour hearing noong nakaraan so that it is enough para mapakinggan and we are very fair the Sangguniang Panlungsod and the City Government of Bacoor kung ano yung pino propose nila sa atin dito."

Hon. Rogelio Nolasco: "Thank you Konsi. Yes po Atty. Venus."

Atty. Venus De Castro: "Kahapon po nagkaroon ng meeting kami, majority of us and Mr. Denis Reyes the CEO of Bring Me Home at tinanong siya ni Atty. Atega, at maraming hinihingi si Atty. Atega na mga certifications at ang pinaka importanteng certification na hinihingi ni Atty Atega is a certification and clarification from the Privacy Commission kasi possible na maviolate ang Data Privacy natin, clearance certificate from the National Commission of Senior Citizen, maraming hinihingi si Atty, Atega pero ang pinaka importante ay yung 2 pero mahihirapan siyang makakuha ng ganoong clearance."

Hon. Reynaldo Palabrica: "One more observation Mr. Chairman, yung proseso ng Bring Me Home, parang suntok ditto suntok doon may unsolicited proposal sila sa PPP tapos may letter sila for approval, requesting approval from the Sangguniang Panlungsod for us for the authority to sign wala pa naman silang MOA, may dala silang MOA pero for approval from the Office of Mayor and even so doon sa PPP. Ang end parang ang hear ko pa sa PPP ay rejected so, wala sa ayos ang proseso ng kanilang proposal wala sa ayos yang Bring Me Home, they should go home."

Hon. Rogelio M. Nolasco: "Thank you."

Hon. Reynaldo Palabrica: "Mr. Chairman, it is very clear during our hearing and today's meeting that this proposal are not advantageous to the City of Bacoor and to the People of Bacoor therefore, I respectfully move the rejection of this proposal, so I move."

Hon. Alejandro Gutierrez: "Second"

Hon. Adrielito Gawaran: "Second"

Hon. Rogelio M. Nolasco: "Motion approve, anyway salamat po. Si Atty gagawa naman kayo ng respond sa kanila po?"

Hon. Reynaldo Palabrica: "The request of the Honorable Committee is to deny the request."

Atty. Salve Valenciano: "According po sa profile nila may isang LGU partner po sila somewhere in Laguna."

Hon. Reynaldo Palabrica: "And may isang partner sila sa Quezon City sa aso using RFID and they want to offer here in Bacoor para sa tao?"



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Hon. Rogelio M. Nolasco: "Any Other opinion?"

Hon. Adrielito Gawaran: "Mr. Chair, since there is no other matter to tackle, I move for the adjournment of this hearing.

Hon. Levy Tela: "Second."

The hearing adjourned at 1:50 P.M.

Prepared By:

EDGARDO B. NOLASCO
CLERK

Attested By:

COUN. ROGELIO "BOK" M. NOLASCO
Chairman
Committee on Finance, Budget and Appropriation



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BACOR CITY, CAVITE

COMMITTEE ON INFORMATION AND COMMUNICATION TECHNOLOGY

ATTENDANCE OF JOINT COMMITTEE HEARING
(PROOF OF RECEIPT)

January 18, 2024 / 1:00 P.M.

MSBR Conference Room 4th Floor, Bacoor Legislative and Disaster Resilience Building

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH "BRING ME HOME PHILS., INC." FOR THE USE OF "BRING ME HOME" RFID/NDEF WRISTBAND WITH DATA BASE MANAGEMENT THAT WILL MONITOR AND OPERATE DIGITAL SERVICE SYSTEMS FOR SENIOR CITIZENS AND MERCHANTS IN THE CITY OF BACOR. [PCR 384-2023](#) dated August 29, 2023

A RESOLUTION AUTHORIZING A JOINT PROJECT BETWEEN THE CITY GOVERNMENT OF BACOR AND WITH BRING ME HOME PHILS. CORP. FOR THEIR RFID WRISTBAND WITH UNIFIED DATA MANAGEMENT SYSTEM FOR DIGITALIZING E-BOOKLET AND SERVICE FOR SENIOR CITIZENS AND PERSONS WITH DISABILITY IN BACOR CITY. [PCR 475-2023](#) dated January 15, 2024

NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
HON. ROSELIO "BOK" M. NOLASCO			<i>[Signature]</i>
HON. REYNALDO PALABRICA			<i>[Signature]</i>
HON. ADRIELITO GAMARAN			<i>[Signature]</i>
HON. SIMPLICIO DOMINGUEZ			<i>[Signature]</i>
HON. ALEJANDRO GUTIERREZ			<i>[Signature]</i>
HON. LEYDIA TELA			<i>[Signature]</i>
HON. MICHAEL COLIC			<i>[Signature]</i>
Pres. Emerita Comafayon			<i>[Signature]</i>
MRES. TESS DOMINGO			<i>[Signature]</i>
Salve Valenciano	OCLC		<i>[Signature]</i>
Lodgene Banaag	E-Gov		<i>[Signature]</i>
MELDY TRUJICE	PLAO	0917 8287254	<i>[Signature]</i>
Mary L. Manzanilla	OSCA	0973564508	<i>[Signature]</i>
Atty. Venus De Castro	OSCA Head	09985676240	<i>[Signature]</i>



Republic of the Philippines
PROVINCE OF CAVITE
City of Bacoor

OFFICE OF THE SAGGUNIANG PANLUNGSOD

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
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DATE: 2/18/2024 TIME: 2:50pm
BACOR CITY, CAVITE

Committee on Information and Communication Technology

**NOTICE OF JOINT COMMITTEE HEARING
(PROOF OF RECEIPT)**

January 18, 2024 / 1:00 P.M.

MSBR Conference Room 4th Floor, Bacoor Legislative and Disaster Resilience Building

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH "BRING ME HOME PHILS., INC." FOR THE USE OF "BRING ME HOME" RFID/NDEF WRISTBAND WITH DATA BASE MANAGEMENT THAT WILL MONITOR AND OPERATE DIGITAL SERVICE SYSTEMS FOR SENIOR CITIZENS AND MERCHANTS IN THE CITY OF BACOR. [PCR 384-2023](#) dated August 29, 2023

A RESOLUTION AUTHORIZING A JOINT PROJECT BETWEEN THE CITY GOVERNMENT OF BACOR AND WITH BRING ME HOME PHILS. CORP. FOR THEIR RFID WRISTBAND WITH UNIFIED DATA MANAGEMENT SYSTEM FOR DIGITALIZING E-BOOKLET AND SERVICE FOR SENIOR CITIZENS AND PERSONS WITH DISABILITY IN BACOR CITY. [PCR 475-2023](#) dated January 15, 2024

NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
HON. ALEJANDRO GUTIERREZ	SP		<i>[Signature]</i> 1-17-24
HON. REYNALDO D. PALABRICA	SP		<i>[Signature]</i> 1/17/24
HON. ADRIELITO G. GAWARAN	SP		<i>[Signature]</i> 1/17/24
HON. SIMPLICIO DOMINGUEZ	SP		<i>[Signature]</i> 1-17-24
HON. LEVY TELA	SP	0995042044	<i>[Signature]</i> 1-17-24
HON. CATHERINE S. EVARISTO	SP		<i>[Signature]</i> 1-17-24
HON. ALDE PAGULAYAN	SP		<i>[Signature]</i> 1-17-24
ATTY. VENUS DE CASTRO	OSCA	0995-247-8424	<i>[Signature]</i> 1/16/24
MR. LODGENE ASUNCION	MIS	461 9160 loc 409	<i>[Signature]</i> 1/16/24
MS. NENITA REYES	OSCA FED.	-	<i>[Signature]</i> 1/17/24
MR. JORWIN BAUTISTA	PWD FED.	0917 825 7254	<i>[Signature]</i> 1/16/24



Republic of the Philippines
PROVINCE OF CAVITE
City of Bacoor

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Republic of the Philippines
 Province of Cavite
 City of Bacoor

OFFICE OF THE
 SANGGUNIANG PANLUNGSOD
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 BACOOR CITY, CAVITE

5th SANGGUNIANG PANLUNGSOD

**Committee on Information and Communication Technology
 And
 Committee on Senior Citizen**

**ATTENDANCE OF JOINT COMMITTEE HEARING
 (PROOF OF RECIEPT)**

September 7, 2023 / 4:00 PM
 Sangguniang Panlungsod Session Hall

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMNT WITH "BRING ME HOME PHILS. INC.," FOR THE USE OF BRING ME HOME RFID/NDEF WRISTBAND WITH DATA BASE MANAGEMENT THAT WILL MONITOR AND OPERATE DIGITAL SERVICE SYSTEMS FOR SENIOR CITIZENS AND MERCHANTS IN THE CITY OF BACOOR. PCR-384-2023 dated August 29, 2023.

NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
DENIS D. MAMES	BRING ME HOME	07173225246	
CARMY MAME MAMES	BMH	07178923516	9-7-23
JOVEN E. SUBALA	BMH	09270821450	
Jan Derek B. Boncasvalles	BMH	09993132840	07-sept-23
HON. ADRIELITO GAWARAN	Councilor		
HON. REYNALDO PATABRIGA	Councilor		
HON. ALEJANDRO CUTIERREZ	SP		
HON. LEVY JELA	Councilor		
HON. SIMPLICIO DOMINGUEZ	Councilor		
Lody e. de Asuncion	E-GOV	09175081394	9/7/23
ATTY. VENUS D. DE CASTRO	OSCA	09985676240	
HON. ROGELIO M. NOLASCO			



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD





Republic of the Philippines
Province of Cavite
CITY OF BACOR
OFFICE OF THE CITY ADMINISTRATOR

INDORSEMENT

ATTENTION : HON.REYNALDO DC. PALABRICA, Sangguniang Panlungsod
ATTY. KHALID ATEGA, JR., Sangguniang Panlungsod Secretary
ATTY. KIM NYCA R. LOFRANCO, City Legal Officer
ATTY. EDITH C. NAPALAN, City Treasurer
MS. KATHRINA J. SANCHEZ, LEDIPO
MS. RHOWENA D. ALCANTARA, OIC of CPDO

SUBJECT : BRING ME HOME (BMH) RFID WRISTBAND WITH UNIFIED
DATA MANAGEMENT SYSTEM FOR DIGITALIZING E-BOOKLET
AND SERVICES FOR SENIOR CITIZENS AND PERSONS WITH
DISABILITY IN BACOR CITY

DATE : 4 DECEMBER 2023

The City Government of Bacoor will be having a project with the Bring Me Home Phils. Corp. (BMH) introducing a BMH Wristband with Unified Data Management System for Digitalizing E-Booklet and Services System for Senior Citizens and Persons with Disability (PWD) in Bacoor City ("Project").

The Project currently requires various considerations, such as but not limited to the following: (1) viability of the project considering the internet connectivity/access of senior citizens and PWDs; (2) technicalities of the equipment and system to be used for its implementation; (3) accreditation of BMH; and (4) the presence of focal persons from the sectors concerned as resource persons in the discussion meetings.

For this purpose, the Project requires occasional meetings among the members of the PPP-SC.

In view of the foregoing, the Project is hereby respectfully endorsed and requested to be included in your next agenda meeting with due consideration on the above-mentioned concerns.

For your information and appropriate action.

Thank you.



Respectfully,


ATTY. AIMEE TORREFRANCA-NERI
City Administrator

**STR1KE
AS**

Address: Bacoor Government Center, Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite
Trunkline: 434-1111 Website: www.bacoor.gov.ph



SCAN ME



Bring-Me-Home

Draft MOA from City of Bacoor

MEMORANDUM OF AGREEMENT

Of Bring Me Home RFID/NDEF Wristband with Unified Data Management System
for Digitalizing E-Booklet and Services System for Senior Citizens
and Persons with Disability (PWD) in Bacoor City

KNOW ALL MEN BY THESE PRESENT

This Memorandum of Agreement made and executed by and between

The **CITY GOVERNMENT of BACOOR**, a local government unit, duly represented in this Act by the City Mayor, the **HONORABLE STRIKE B. REVILLA**, office and postal address at the Office of the City Mayor, Moline Blvd, Bacoor, Philippines to be known here as the "**First Party**"

-and-

BRING ME HOME CORP a duly SEC registered organization that is a dedicated solution with **FREE** data Management for Government and Private use. The First in the Philippine market to offer **RFID / NFC / NDEF** ready wristbands to identify a missing person with special needs under Person With Disability (PWD) with **FREE** Web application and Senior Citizen Unified Data Management with Office of the Senior Citizens Portal, represented by its Co-Founder/President **DENIS ORSUA REYES** with office and postal address at 10-1 10F One Global Tower 5 Ave cor 26 St, Bonifacio Global City (BGC), Taguig to be known here as the "**Second Party**"

-WITNESSETH-

Whereas the Republic Act 7277, "An Act Providing for The Rehabilitation, Self-Development, And Self-Reliance Of Disabled Person And Their Integration Into The Mainstream Of Society And For Other Purposes" and its implementing Rules and Regulations in Section 21 D, stipulates provision of family care services geared towards developing the capability of families to respond to the needs of the disabled members of the family

Whereas Section 40 provides the Role of National Agencies and Local Government Units. *Local government units shall promote the establishment of organizations of disabled persons in their respective territorial jurisdictions. National agencies and local government units may enter joint ventures with organizations or associations of disabled persons to explore livelihood opportunities and other undertakings that shall enhance the health, physical fitness, and the economic and social well-being of disabled persons.*

Whereas Section 41 provides Support from Non-government Organizations. *Non-government organizations or private volunteer organizations dedicated to the purpose of promoting and enhancing the welfare of disabled persons shall, as they are hereby encouraged, become partners of the Government in the implementation of vocational rehabilitation measures and other related programs and projects. Accordingly, their participation in the implementation of said*



Bring-Me-Home

Bring Me Home Philippines Corp.
Level 15-1 One Global Place
5th Avenue & 25th Street, San Pablo City of Laguna
1902 Metro Manila, Philippines

measures, programs and projects is to be extended to all possible support by the Government. The Government shall sponsor a volunteer service program which shall harness the involvement of private individuals in the provision of assistance to disabled persons.

Whereas Section 34 of RA 7160: Local Government Code of 1991 provides that non-governmental organizations are active partners of the local government units and shall be involved in the plans, programs, projects and activities of the LGU to support delivery of basic services.

Whereas Expanded Senior Citizens Act of 2010 (RA No.9994), the Department of Social Welfare and Development, in coordination with other agencies, ensures the development and implementation of effective and innovative approaches and methods to address the emerging concerns of the senior citizens.

Whereas Republic Act No. 7432, an act to maximize the contribution of senior citizens to nation building, grant benefits and special privileges and for other purposes.

Whereas, the **First Party**, consistent with the strong commitment to the promotion of the health and security of Senior Citizens and people under Person With Disability category, created a Persons With Disability Affairs Office (PDAO) and Office of the Senior Citizens (OSCA).

NOW THEREFORE, a Memorandum of Agreement has been drawn between the **First Party** and **Second Party** for the implementation of Bring Me Home RFID/NDEF Wristband with Unified Data Management System for Digitalizing E-Booklet and Services System for Senior Citizens and Persons with Disability (PWD) in Bacoor City.

1. LEGAL BASIS

- 1.1. Section 16 and 34 of **Republic Act No. 7160** otherwise known as the **1919** Local Government Code
- 1.2. Section 21D of **Republic Act No. 7277** as amended by Republic Act No. 10070 And Republic Act No. 9442. Magna Carta for Disabled Persons, 1992, Republic Act No. 7277: This Act provides for the rehabilitation, self-development and self-reliance of disabled persons and their integration into the mainstream of society.
- 1.3. Expanded Senior Citizens Act of 2010 (**Republic Act No. 9994**)
- 1.4. **Republic Act No. 7432** . An act to maximize the contribution of senior citizens to nation building, grant benefits and special privileges and for other purposes.

2. PROJECT DESCRIPTION

In connection to the above background and legal basis, Bring Me Home (BMH) offers the first in the Philippine market, RFID wristbands to electronically identify a Senior Citizen or a person with disability.



Bring Me Home Philippines Corp
Level 10-1 One Global Place
5th Avenue & 25th Street, San Pedro City of Laguna,
1602 Metro Manila, Philippines

Through the integration of the latest technology and owned web applications/portals, BMH devices can connect the whole community to identify the Senior Citizen or fragile loved ones to bring them to their homes, safe and sound.

With the unified data management system through comprehensive existing portals, Bacoor City can easily project and analyze data, can digitize Booklets and discount calculations, can securely store its data, and can systematically improve its database management.

Bring Me Home ensures the development and implementation of effective and innovative approaches and methods to address the emerging concerns of the senior citizens.

3.0 PROJECT COST

The agreement a Public Private Partnership(PPP) under Build Own Operate with a projected Profit-Sharing between Bring Me Home and the City Government of Bacoor.

3.1 Wristband

The **Second Party** will finance the release of 70,000 pieces of wristband to the **First Party** at no initial cost. Payment of the wristband will be through the projected revenue sharing via the SCRSS Portal subscription from Section 3.3.

The total cost of the wristband is PHP 650.00 per piece. At 70,000 units, the total cost is equal to PHP 45,500,000.00 which can be paid to the **Second Party** within the FIVE-YEAR Revenue projection at Section 3.4.

3.2 OSCA and PDAO Portal

The **First Party** will subscribe at the OSCA and PDAO Portal at **NO COST**.

3.3 Senior Citizens Reporting Services Portal (SCRSS Portal)

Through a City Ordinance, the participating establishments/merchants will use the OSCA Plus Portal – Senior Citizens Reporting Services Portal with an annual subscription fee of PHP 3,240.00 per registered merchant, that is a monthly subscription fee of PHP 270.00 per merchant.



3.4 Projected Cash Flow

Section 3.4 details the 20 Year project projection in Bacoor City with the following assumptions:

- 70,000 units of wristband
- NO Initial Cost to the City of Bacoor
- SCRSS Portal Subscription of PHP 270.00 per month per merchant
- 5000 with a yearly 5% increase on the number of registered merchants

Table 3.4.1 Estimated Project Cash Flow for 20 Years

	Y1 to Y20
Based on the number of Businesses/Merchants	165,330
Estimated Revenue (SCRSS alone)	535,668,456.47
Estimated Expenses	
OPEX	18,847,593.84
Admin Cost	28,767,380.07
Salary & Wages	39,679,144.92
Utilities	11,903,743.48
Equipments	11,573,083.94
Rentals	5,951,871.74
Supplies	2,479,946.56
Others	11,000,000.00
Total expenses	130,292,764.54
NET (Before Tax)	396,279,417.17
BMH 70%	278,795,592.02
LGU 30%	119,483,825.15

From the table above at PHP 270.00 monthly subscription fee of an estimated 5000 registered merchants with a 5% annual increase in the City, the projected revenue is PHP 119,483,825.15 minus the wristband cost of PHP 45,500,000.00. Thus, total amount is equal to PHP 73,983,825 revenue with a yearly average revenue of PHP 3,699,191.25

Table 3.4.2 Estimated Project Cash Flow for the First Five Years

	YR1	YR2	YR3	YR4	YR5
Based on the number of Businesses	5,300.00	5,250.00	5,512.50	5,788.13	6,077.53
Estimated Revenue	16,200,000.00	17,019,000.00	17,660,500.00	18,753,525.00	19,661,201.25
Estimated Expenses					
OPEX	570,000.00	598,500.00	626,425.00	659,046.75	692,838.56
Admin Cost	870,000.00	913,500.00	956,175.00	1,007,130.75	1,057,490.44
Salary & Wages	1,200,000.00	1,260,000.00	1,320,000.00	1,389,150.00	1,458,607.50
Utilities	390,000.00	378,000.00	396,900.00	418,745.00	437,562.25
Equipments	350,000.00	367,500.00	385,875.00	405,168.75	425,427.19
Rentals	180,000.00	189,000.00	196,450.00	208,372.50	219,791.13
Supplies	75,000.00	78,750.00	82,587.50	86,821.88	91,162.97
Others	550,000.00	563,000.00	580,000.00	600,000.00	620,000.00
Tota expenses	4,155,000.00	4,335,250.00	4,524,512.50	4,723,238.13	4,931,900.03
NET (Before Tax)	12,045,000.00	12,647,250.00	13,276,612.50	13,943,550.13	14,663,772.78
BMH 70%	8,431,500.00	8,853,075.00	9,295,728.75	9,760,515.19	10,248,540.95
LGU 30%	3,613,500.00	3,794,175.00	3,983,883.75	4,183,077.94	4,392,231.83

From the table above, it can be observed that the cost of the wristband can be obtained from the first 5 years Projected LGU Revenue.

Table 3.4.3 Estimated Project Cash Flow for Y6 to Y10

	YR6	YR7	YR8	YR9	YR10
Based on the number of Businesses	6,381.41	6,709.48	7,035.50	7,367.28	7,756.64
Estimated Revenue	20,675,751.31	21,709,549.38	22,795,026.85	23,934,778.19	25,131,517.16
Estimated Expenses					
OPEX	727,480.49	763,854.52	802,047.24	842,149.60	884,257.08
Admin Cost	1,110,384.96	1,185,983.21	1,234,177.37	1,285,386.24	1,349,655.55
Salary & Wages	1,531,537.86	1,608,114.77	1,688,520.51	1,772,946.53	1,861,583.86
Utilities	459,461.36	482,434.43	506,556.15	531,883.96	558,476.16
Equipments	448,608.55	469,033.47	492,486.15	517,109.41	542,964.88
Rentals	229,730.68	241,217.22	253,278.08	265,941.99	279,239.08
Supplies	95,721.12	100,307.17	105,532.53	110,808.16	116,349.82
Others	550,000.00	550,000.00	550,000.00	550,000.00	550,000.00
Tota expenses	5,150,995.03	5,381,044.78	5,622,597.02	5,875,226.87	6,142,536.22
NET (Before Tax)	15,372,811.42	16,141,461.99	16,948,524.59	17,795,950.82	18,686,748.36
BMH 70%	10,760,967.99	11,299,014.39	11,863,967.21	12,457,165.57	13,080,023.85
LGU 30%	4,611,843.43	4,842,435.60	5,084,557.38	5,338,785.25	5,606,724.51

Table 3.4.4 Estimated Project Cash Flow for Y11 to Y15

	YR11	YR12	YR13	YR14	YR15
Based on the number of Businesses	8,144.47	8,551.70	8,973.28	9,428.25	9,899.69
Estimated Revenue	26,388,082.95	27,707,497.60	29,082,872.48	30,547,516.11	32,074,891.91
Estimated Expenses					
OPEX	928,489.94	974,893.43	1,023,826.11	1,074,820.01	1,128,961.01
Admin Cost	1,417,138.33	1,487,993.24	1,562,395.00	1,640,514.75	1,722,540.49
Salary & Wages	1,954,873.55	2,052,407.23	2,155,327.59	2,262,778.97	2,375,917.52
Utilities	586,402.07	615,722.17	646,508.28	678,833.69	712,775.38
Equipments	570,113.12	598,618.78	628,549.71	659,977.20	692,976.06
Rentals	293,201.03	307,861.08	323,254.14	339,416.85	356,367.69
Supplies	122,187.10	128,275.45	134,889.22	141,823.89	148,994.87
Others	550,000.00	550,000.00	550,000.00	550,000.00	550,000.00
Tota expenses	6,422,165.13	6,715,773.38	7,024,062.06	7,347,765.16	7,687,653.42
NET (Before Tax)	19,620,035.78	20,605,037.52	21,631,069.45	22,712,643.82	23,844,276.12
BMH 70%	13,734,025.05	14,423,526.30	15,141,762.61	15,898,850.74	16,683,793.28
LGU 30%	5,886,010.73	6,181,511.22	6,489,306.83	6,813,793.16	7,154,482.83

Table 3.4.5 Estimated Project Cash Flow for Y16 to Y20

	YR16	YR17	YR18	YR19	YR20
Based on the number of Businesses	10,304.94	10,914.37	11,460.00	12,033.10	12,634.75
Estimated Revenue	33,678,636.51	35,362,568.33	37,130,886.75	38,987,231.59	40,836,593.17
Estimated Expenses					
OPEX	1,154,989.26	1,244,238.52	1,306,450.44	1,371,772.96	1,440,361.61
Admin Cost	1,808,667.52	1,869,100.83	1,934,055.94	2,003,756.73	2,198,448.67
Salary & Wages	2,496,713.82	2,619,448.51	2,750,421.88	2,887,943.08	3,032,340.23
Utilities	748,414.14	785,834.85	825,126.59	866,382.92	909,702.07
Equipments	727,524.86	764,006.11	802,206.41	842,316.73	884,432.57
Rentals	374,207.07	392,917.43	412,563.30	433,191.46	454,851.04
Supplies	155,919.01	163,715.59	171,901.37	180,496.44	189,521.28
Others	550,000.00	550,000.00	550,000.00	550,000.00	550,000.00
Total expenses	8,044,536.09	8,419,262.89	8,912,726.04	9,225,862.34	9,659,658.45
NET (Before Tax)	25,940,985.92	26,292,724.42	27,907,360.64	28,987,726.67	30,432,115.10
BMH 70%	17,528,482.94	18,404,907.09	19,325,152.45	20,291,410.07	21,305,880.57
LGU 30%	7,512,206.98	7,687,817.33	8,282,208.19	8,696,316.60	9,131,134.53

Table 3.4.3 to Table 3.4.5 illustrates the projected cash flow per five years increment. With the assumptions above, Bacoor City revenue is significant and in an uptrend manner.

3.5 Cost planning & Cost reporting (PPP)

The PD will provide cost reports on a fortnightly basis. The cost report will be issued to the City Government fortnightly on Monday together with the progress report.

A summary of this cost control document on current and forecast expenditure together with projected cash flows will form the basis of the Regular Progress Report to be submitted.

The PD will maintain the Variation Register and Report on a regular basis to the City Government. The cost performance of the project including forecast cash flows during implementation stages, addressing the following:

- Original value of the project
- All changes
- Contingency allowed, used and unallocated
- Cash flow forecasts, actual and revised
- Effects of changes in OPEX and Admin costs
- Forecast cost
- Recommended actions available to maintain the project budget

3.6 Change Control Management (PPP)

The Change Control process will be implemented in accordance with both parties' standard processes. For any change from the original proposed cost of the project, a Requisition Variation Order Form (VO) will be issued and submitted for approval before any change is implemented. Any increase to a project budget must be approved by both parties nominated PM prior to being implemented using the VO form.



Bring Me Home (Philippines) Corp.
Level 15-1 One General Place
6th Avenue 3 25th Street, San Roque City of Laguna
1902 Molo Manila, Philippines

Contingency sums are not to be used to accommodate scope changes unless written approval from the City Government PM is received. The contingency amount is to be used for unforeseen expenditure caused by events which could not have been covered at the start of the project.

Any change in scope or activities is therefore, to be covered by raising a VO Form. It will be the responsibility of the change requestor to complete the VO; the Project Manager will track the review, approval and the final implementation.

3.7 Payment Management (PPP)

The BMH nominated finance manager will coordinate with the City Government Treasury office and submit the approved monthly financial report including the profit-sharing report.

BMH will remit the approved profit-sharing cost to the treasury office 15 days upon review and approval of the City Government treasury office.

4.0 METHODOLOGY

The purpose of these program is to have a device available for Senior Citizens and Persons with Disability that promotes the provision of family care services geared towards developing the capability of families to respond to the needs of the disabled members of the family, and to provide a database management system and interface with the latest technology for effective and efficient monitoring, control and for the use of the **First Party** for the systematic RA 7277, RA 7432, RA 9994 and RA 7160 promulgation approach as follows:

4.1 Registration: To be eligible for an account on the BMH WEB APPLICATION and OSCA Plus Portal, ONE MUST BE A USER of ANY BRING ME HOME PRODUCTS such as wristbands, tags, and other accessories or a registered merchant of the LGU.

4.1.1. Register for an account with the WEB APPLICATION by signing up and clicking on the verification link in the email that the WEB APPLICATION will send.

Through the GO Digital program of Bacoor City, a city wide registration will be conducted where participating Senior Citizens and PWDs will be invited to the Registration Period with the help of Bring Me Home team.

4.1.2. Users shall not allow any other person to use your account to access the WEB APPLICATION.

4.1.3. Users must notify us in writing immediately if you become aware of any unauthorized use of your account.



4.1.4. User must not use any other person's account to access the WEB APPLICATION.

4.1.5. If a user registers for an account, the user is free to choose whichever username and password.

4.1.6. Users are prompted to select whether you want your account to be private or public. Private Account entails to the accounts where the only visible to the tapper of the device is the contact details of the guardians. Whereas Public Account entails to those accounts where the DATA of the user of the BMH accessories are visible. 'DATA' is in accordance with Section 9 and Section 10 of BMH Terms and Conditions.

4.1.7. Username must not be liable to mislead and must comply with the content rules set out in Section 10 of BMH Terms and Conditions; user must not use any account or user ID for or in connection with the impersonation of any person.

4.1.8. User must keep his password confidential.

4.1.9. User must notify us in writing immediately if he becomes aware of any disclosure of your password.

4.1.10. User are responsible for any activity on WEB APPLICATION arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

4.2 Control Facility: Access for the city /municipality OSCA Plus portals shall be authorized by the user. Non-Disclosure agreement shall be accomplished prior to the creation of access login as part of the Data Privacy Act.

4.3 Other Conditions: All applicable general conditions can be added in the system upon discussion and approval from the **Second Party**.

4.4 LGU: Name of the LGU focal person for Persons With Disability and Senior Citizens shall be included in case the user chose the Private Option.

4.4 Data Filter: The data can be filtered as per Province, City, Municipality, Barangay or Zone.

4.6 Dashboard: The system shall display a shortcut / ad-hoc report showing the total number of registrations per accessory type.

4.7 Helpdesk: The **Second Party** will ensure the availability of their customer's support or help desk from Monday to Friday (8:00pm to 5:00pm) for any questions or inquiries raised by the user.



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5th Avenue & 29th Street, San Pedro City of Laguna
1902 Marikina, Philippines

4.8 Technical Support: Availability of **Second Party** and Admin staff whenever needed by the City Government of Bacoor.

4.9 Data Management: The **Second Party** shall be acknowledged by the Persons With Disability Affairs Office (PDAO) and Office of the Senior Citizens Affairs (OSCA) of Bacoor City for recording. Data shall be submitted by the **Second Party** to PDAO and OSCA for a centralized data management center in Bacoor City.

5.0 SYSTEM & TECHNOLOGY

5.1 The System

The system shall be cloud based to the Bacoor City Government, **First Party**, including the development, integration, server, software etc on a subscription basis. The **Second Party** shall be responsible for the development, implementation, update, maintenance, server, redundant server and business continuity & disaster management procedure in relation to the system and technology being offered.

5.1.1 Portal/WEB APPLICATION FOR PWDs: The web system or portal can cater multiple access based on the user type. Access will be provided to the **First Party** designated Staff as admin and other authorized personnel. Only users of any Bring Me Home Product are allowed to use the web application for Persons with Disabilities. Contents of the system are modifiable according to the Bacoor City's needs. This system is free for Local Government Units.

5.1.2 Portal/WEB APPLICATION FOR Senior Citizens: The web system or portal can cater multiple access based on the user type. This shall be called the Office of the Senior Citizens Affairs Portal (OSCAP). Access will be provided to the **First Party** designated Staff as the super admin and other authorized personnel. This person will provide the BMH device and exclusive access to the portal. This system is free for Local Government Units.

5.1.3 Portal/WEB APPLICATION FOR Participating Merchants. The web system or portal can cater multiple access to the establishments. This shall be called the Office of the Senior Citizen Reporting Services Portal (SCRSS). Access will be provided to the **Merchants** designated Staff as the super admin and other authorized personnel. This system will have a monthly subscription fee of PHP 270.00 mandated by the City Government of Bacoor and Bring Me Home.

5.2 Technology

In the current design, Bring Me Home wristband uses NFC technology to digitally identify the user in a secured manner with a systematic data management available for authorized persons.



Traditional Method

- Conventional ID tags which are easy to be removed by accident or intention
- Not secured identification details.
- Limited Information is available.
- No system integration
- No database
- Paper and Pen E-booklet for Senior Citizens

Bring Me Home Method

- Secured identification details.
- With system integration and database management for PWDs and OSCA Plus Portal
- Secured locking system, not easy to remove.
- Does not easily break, design is durable.

6. DATA PRIVACY

Maintaining the privacy is an important part of the product and service that we provide. This **Privacy Statement**, hereafter referred to as "**Statement**" located at Appendix A-B, explains how we collect, protect, use, and share information when they access our websites and web application and fb page and/or apply for and avail of our product and service.

6.1 How We Protect User's Information

We fully recognize the value of the Persons with Disability, Senior Citizens and respective legal guardian's personal information particularly as it may include sensitive personal information such as your gender, address, email, contact number, etc. Appropriately, we strive to maintain the confidentiality, integrity and availability of your personal information by employing physical, technological and procedural safeguards. We train our employees to properly handle your information.

The user may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. Provider uses this information to determine use of the Website, and to improve Content thereon. BRING ME HOME will protect this information and will never copy nor distribute without any consent from the customer.

6.2 Disclosure Of Data

The "**Second Party**" may disclose the Persons With Disability Personal Data and Senior Citizens Data with approval from the legal guardians, in the good faith belief that such action is necessary to:



- To comply with a legal obligation
- To protect and defend the rights or property of Bring Me Home Phil. Inc.
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

6.3 Security Of Data

The security of data is important to us but remember that no method of transmission over the internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect Personal Data, we cannot guarantee its absolute security.

7. IMPLEMENTATION

The implementation of Bring Me Home NFC Ready Wristband for Persons With Disability and Senior Citizens is a **Voluntary Basis** until the City Of Bacoor pertaining to mandatory ordinance of wearing the BMH wristband and OSCA Plus portals became effective.

The **Second Party** shall coordinate with **First Party** throughout the implementation in terms of the following requirements:

- Training on the System
- Roll-Out Assistance
- Data Transmittal to PDAO and OSCA
- Back Office Support (Helpdesk)
- Information Campaign such as Social Media, Web Site, Facebook Page etc.
- Continuous System Update
- Assistance in the preparation of Roll-Out Strategy Management
- Project Report (by Certified Project Management Professional)
- Implementation Audit Report (by Certified Quality & IMS Auditor)

7.1 Agreement Period

Unless terminated earlier pursuant to Section 9, this Agreement shall remain in full force for the sum of the Implementation Period and the Operating Period (the "Agreement Period"). The implementation Period shall commence on the Effective Date and end on the date of issue of the Performance Certificate, which shall be no longer than [12] months from the Effective Date. The Operating Period shall be a period of twenty [20] years from the Operation Commencement Date.



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1632 Metro Manila, Philippines

7.2 Renewal

Unless terminated earlier pursuant to Section 9 below, this Agreement shall be eligible for renewal for a maximum period of twenty [20] years, subject to successful negotiation by the parties of any terms and conditions applicable under this contract. If the Parties do not agree to the terms of renewal, the Operator shall have the right to bid on any new contract tendered by the Authority.

8. EFFECTIVITY

The Implementation of Bring Me Home RFID/NDEF Wristband with Unified Data Management System for Digitalizing E-Booklet and Services System for Senior Citizens and Persons with Disability (PWD) in Bacoor City shall become effective on **DAY MONTH YEAR** after the signing of this MOA and shall remain in force until **DAY MONTH YEAR**.

9. DISPUTE RESOLUTION

PROVIDED ALWAYS and it is hereby expressly agreed that if at any time there shall arise any dispute, doubt, different or question with regard to the interpretation or in respect of the right, duties and liabilities of the parties hereto or in any way touching or arising out of these presents or otherwise, then every such dispute, difference, doubt or question (except the decision whereof is herein expressly provided for) shall be referred to the sole arbitration of any person appointed by the First Party.

Language of arbitration shall be English. If the arbitrator so appointed is unable or unwilling to act or neglecting his work or is being relocated or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid by the First Party. The person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The decision of the arbitrator shall be final and binding on the parties to this deal. The venue of Arbitration shall be at Bacoor City.

10. TERMINATION

Either party shall have the right to terminate for the Implementation of Bring Me Home RFID/NDEF Wristband with Unified Data Management System for Digitalizing E-Booklet and Services System for Senior Citizens and Persons with Disability (PWD) in Bacoor City by written notice with more than three (3) months' notice period.

Agreement of for the Implementation of Bring Me Home RFID/NDEF Wristband with Unified Data Management System for Digitalizing E-Booklet and Services System for Senior Citizens and Persons with Disability (PWD) in Bacoor City is shown by the following signature if authorized representatives of the parties hereto on this **DAY MONTH YEAR**.



Bring Me Home Philippines Corp.
Level 10-1 One Global Place
5th Avenue & 25th Street, San Pedro City of Laguna,
1922 Marikina, Philippines

DENIS ORSUA REYES

Founder / President
Bring Me Home Phil, Inc

City Administrator

City of Bacoor
Republic of the Philippines

Hon. Strike B. Revilla

Mayor
City Of Bacoor
Republic of the Philippines



Bring Me Home Philippines Corp.
Level 10-1 One Global Place
5th Avenue & 36th Street, San Pedro City of Laguna
1902 Malibon Manila, Philippines

APPENDIX A

1. INTRODUCTION

The Bring Me Home Website sells RFID ready wristbands, tags and other accessories online. The use of any product or service bought from this Website is at the purchaser's risk. The purchaser/customer indemnifies and holds the Provider harmless against any loss, injury or damages which may be sustained because of using the products sold on the Website.

The private information required for executing the orders placed through the e-commerce facility, namely the User's personal information, delivery address and telephone numbers will be kept in the strictest confidence by the BRING ME HOME and **not sold or made known to third parties**. Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering the product. Customer's bank details are not kept by the Provider under any circumstances.

Bring Me Home cannot be held responsible for security breaches occurring on the customer's electronic device, which may result due to the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.

Bring Me Home will supply all goods to the delivery company in good order. Bring Me Home will not be held liable for the condition of goods arriving at the customer's chosen delivery address.

2. REFUND AND RETURN POLICY

The provision of goods and services is subject to availability. In cases of unavailability, BRING ME HOME will refund the client in full within 30 days. Cancellation of orders by the client will attract a **20% charge** for administration costs.

BRING ME HOME reserves the right to cancel an order for which payment has already been received. This may occur if stock is insufficient, or the quality of goods ordered does not meet the company standards. Should the company exercise this right, the customer will receive a full refund with no deductions.

Any complaints regarding the standard and quality of the product or products bought by consumers through the e-commerce facility should be directed to the info@bringmehome.life

3. UPDATING OF THESE E-COMMERCE AND PRIVACY

BRING ME HOME reserves the rights to change, modify, add or remove from portions or the whole of these from time to time. Changes to these will become effective upon such changes being posted to this Website, it is the **customer's obligation** to periodically check at the Website for changes or updates. Continued use of the website will automatically mean acceptance of the revisions, if any.

4. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

BRING ME HOME provides certain information at the Website. Content currently or anticipated to be displayed at this Website is provided by BRING ME HOME, its affiliates and/or subsidiary, or any other third party owners of such content.

5. LIMITATION OF LIABILITY

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content.

Neither BRING ME HOME nor any holding company, affiliate or subsidiary of the company, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content, or the Website or any functionality thereof, or of any linked website, even if BRING ME HOME is expressly advised thereof.

6. PRIVACY

The customer may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. Provider uses this information to determine use of the Website, and to improve Content thereon. BRING ME HOME will protect this information and will never copy nor distribute without any consent from the customer.

8. Choice of Law

This Website is controlled, operated, and administered by BRING ME HOME from its offices within the Republic of the Philippines. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal is prohibited.

If the customer accesses this Website from locations outside of the Philippines, that customer is responsible for compliance with all local laws.

These shall be governed by the laws of the Republic of the Philippines, and the customer consents to the jurisdiction of the Philippine Court in the event of any dispute.

If any of the provisions of these are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent



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1932, Marikina, Philippines

permissible so as to give effect to the intent of these E-Commerce and Privacy and the remainder of these shall continue in full force and effect. These constitute the entire agreement between BRING ME HOME and the CUSTOMER with regard to the use of the Content and its Website.

APPENDIX B

1. INTRODUCTION

- 1.1 These terms and conditions shall govern your use of our WEBSITE AND WEB APPLICATION.
- 1.2 By using our WEBSITE AND WEB APPLICATION, you accept these terms and conditions in full, accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our WEBSITE AND WEB APPLICATION; and
- 1.3 If you register to our WEBSITE AND WEB APPLICATION, we will ask you to expressly agree to these terms and conditions.

2. CREDIT

- 2.1 This document was created using a template from SEQ Legal (<http://www.seqlegal.com/>)

3. COPYRIGHT NOTICE

- 3.1 Copyright (c) 2023 Bring Me Home Phil. Corp.
- 3.2 Subject to the express provisions of these terms and conditions:
- (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our WEBSITE AND WEB APPLICATION and the material on our WEBSITE AND WEB APPLICATION; and
 - (b) all the copyright and other intellectual property rights in our WEBSITE AND WEB APPLICATION and the material on our WEBSITE AND WEB APPLICATION are reserved.

4. LICENSE TO USE WEBSITE AND WEB APPLICATION

- 4.1 You may:
- (a) view pages from our WEBSITE AND WEB APPLICATION in a web browser;
 - (b) stream audio and video files from our WEBSITE AND WEB APPLICATION; and
 - (c) use WEBSITE AND WEB APPLICATION services by means of a web browser, subject to the other provisions of these terms and conditions.
- 4.2 Except as expressly permitted by Section 4.1 or the other provisions of these terms and conditions, you must not download any material from our WEBSITE AND WEB APPLICATION or save any such material to your computer.
- 4.3 You may only use our WEBSITE AND WEB APPLICATION for your own personal and business purposes, and you must not use our WEBSITE AND WEB APPLICATION for any other purposes.
- 4.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our WEBSITE AND WEB APPLICATION.
- 4.5 Unless you own or control the relevant rights in the material, you must not:
- (a) republish material from our WEBSITE AND WEB APPLICATION (including republication on another WEBSITE AND WEB APPLICATION);
 - (b) sell, rent or sub-license material from our WEBSITE AND WEB APPLICATION;
 - (c) exploit material from our WEBSITE AND WEB APPLICATION for a commercial purpose; or
 - (d) redistribute material from our WEBSITE AND WEB APPLICATION.

- 4.6 Notwithstanding Section 4.5, you may redistribute our publication materials in print and electronic form to any person.

- 4.7 We reserve the right to restrict access to areas of our WEBSITE AND WEB APPLICATION, or indeed our whole WEBSITE AND WEB APPLICATION, at our discretion, you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our WEBSITE AND WEB APPLICATION.

5. ACCEPTABLE USE

- 5.1 You must not:
- (a) use our WEBSITE AND WEB APPLICATION in any way or take any action that causes, or may cause, damage to the WEBSITE AND WEB APPLICATION or impairment of the performance, availability or accessibility of the WEBSITE AND WEB APPLICATION;
 - (b) use our WEBSITE AND WEB APPLICATION in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - (c) use our WEBSITE AND WEB APPLICATION to copy, store, host, transmit, send, use, publish or distribute any material which consists of any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - (d) conduct any systematic or automated data collection activities on or in relation to our WEBSITE AND WEB APPLICATION without our express written consent;
 - (e) access or otherwise interact with our WEBSITE AND WEB APPLICATION using any robot, spider or other automated means; or
 - (f) use data collected from our WEBSITE AND WEB APPLICATION for any direct marketing activity.
- 5.2 You must not use data collected from our WEBSITE AND WEB APPLICATION to contact individuals, companies or other persons or entities.
- 5.3 You must ensure that all the information you supply to us through our WEBSITE AND WEB APPLICATION or in relation to our WEBSITE AND WEB APPLICATION, is true and non-misleading.

6. REGISTRATION AND ACCOUNTS

- 6.1 To be eligible for an account on our WEBSITE AND WEB APPLICATION, **YOU MUST BE A USER OF ANY BRING ME HOME PRODUCTS** such as wristbands, tags, and other accessories.
- 6.2 You may register for an account with our WEBSITE AND WEB APPLICATION, by signing up and clicking on the verification link in the email that the WEBSITE AND WEB APPLICATION will send to you.
- 6.3 You must not allow any other person to use your account to access the WEBSITE AND WEB APPLICATION.
- 6.4 You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- 6.5 You must not use any other person's account to access the WEBSITE AND WEB APPLICATION.



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Level 10-1 One Global Place
5th Avenue & 29th Street, San Pedro City of Laguna,
4032 Metro Manila, Philippines

7. USER LOGIN DETAILS

- 7.1 If you register for an account with our WEBSITE AND WEB APPLICATION, you are free to choose whichever username and password you like.
- 7.2 Your username must not be liable to mislead and must comply with the content rules set out in Section 10; you must not use your account or user ID for or in connection with the impersonation of any person.
- 7.3 You must keep your password confidential.
- 7.4 You must notify us in writing immediately if you become aware of any disclosure of your password.
- 7.5 You are responsible for any activity on our WEBSITE AND WEB APPLICATION arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

8. CANCELLATION AND SUSPENSION OF ACCOUNT

- 8.1 We may:
- (a) suspend your account; and
 - (b) cancel your account,
- at any time in our sole discretion without notice or explanation.
- BUT we can NEVER edit your account details and inputted data.**
- 8.2 You may cancel your account on our WEBSITE AND WEB APPLICATION.

9. YOUR DATA LICENSE

- 9.1 In these terms and conditions, "your data" means all of your information that you submit to us, or our WEBSITE AND WEB APPLICATION for storage or publication on, processing by, or transmission via, our WEBSITE AND WEB APPLICATION.
- 9.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to store and use or publish with your specific consent, your data.
- 9.3 You grant to us the right to sub-license the rights licensed under Section 9.2.
- 9.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 9.2.
- 9.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.
- 9.6 You may edit your content to the extent permitted using the editing functionality made available on our WEBSITE AND WEB APPLICATION.
- 9.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, suspend all your data.

10. YOUR DATA RULES

- 10.1 You warrant and represent that your data will comply with these terms and conditions.
- 10.2 Your content, and the use of your content by us in accordance with these terms and conditions, must not:
- (a) be libellous or maliciously false;
 - (b) be obscene or indecent;
 - (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
 - (d) infringe any right of confidence, right of privacy or right under data protection legislation;
 - (e) constitute negligent advice or contain any negligent statement;

- (f) constitute an incitement to commit a crime such as selling of data collection;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;

11. LIMITED WARRANTIES

- 11.1 We do not warrant or represent:
- (a) the completeness or accuracy of the information published on our WEBSITE AND WEB APPLICATION;
 - (b) that the material on the WEBSITE AND WEB APPLICATION is up to date; or
 - (c) that the WEBSITE AND WEB APPLICATION or any service on the WEBSITE AND WEB APPLICATION will remain available.
- 11.2 We reserve the right to discontinue or alter any or all of our WEBSITE AND WEB APPLICATION services, and to stop publishing our WEBSITE AND WEB APPLICATION, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any WEBSITE AND WEB APPLICATION services, or if we stop publishing the WEBSITE AND WEB APPLICATION.
- 11.3 To the maximum extent permitted by applicable law and subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our WEBSITE AND WEB APPLICATION, and the use of our WEBSITE AND WEB APPLICATION.

12. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 12.1 To the extent that our WEBSITE AND WEB APPLICATION and the information and services on our WEBSITE AND WEB APPLICATION are provided free of charge, we will not be liable for any loss or damage of any nature.
- 12.2 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 12.3 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 12.4 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 12.5 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the WEBSITE AND WEB APPLICATION or these terms and conditions.

13. BREACHES OF THESE TERMS AND CONDITIONS

- 13.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
- (a) send you one or more formal warnings;
 - (b) temporarily suspend your access to our WEBSITE AND WEB APPLICATION;
 - (c) permanently prohibit you from accessing our WEBSITE AND WEB APPLICATION.
- 13.2 Where we suspend or prohibit or block your access to our WEBSITE AND WEB APPLICATION or a part of our WEBSITE AND WEB APPLICATION, you must not take any action to circumvent such suspension or prohibition or blocking.



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5th Avenue & 25th Street, San Pedro City of Laguna,
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14. VARIATION

- 14.1 We may revise these terms and conditions from time to time.
- 14.2 The revised terms and conditions shall apply to the use of our WEBSITE AND WEB APPLICATION from the date of publication of the revised terms and conditions on the WEBSITE AND WEB APPLICATION, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

15. ASSIGNMENT

- 15.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 15.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

16. SEVERABILITY

- 16.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 16.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

17. THIRD PARTY RIGHTS

- 17.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 17.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

18. ENTIRE AGREEMENT

- 18.1 These terms and conditions, shall constitute the entire agreement between you and us in relation to your use of our WEBSITE AND WEB APPLICATION and shall supersede all previous agreements between you and us in relation to your use of our WEBSITE AND WEB APPLICATION.

19. LAW AND JURISDICTION

- 19.1 These terms and conditions shall be governed by and construed in accordance with Philippine Laws esp. THE PRIVACY ACT OF THE PHILIPPINES.
- 19.2 Any disputes relating to these terms and conditions shall be subject to the jurisdiction of the courts of the Philippines.

20. OUR DETAILS

- 20.1 This WEBSITE AND WEB APPLICATION is owned and operated by BRING ME HOME PHIL CORP.
- 20.2 Our principal place of business is at Level 10-1 One Global Place, 25th Street cor. 5th Avenue, Bonifacio Global City, Taguig, Philippines.
- 20.4 You can contact us at info@bringmethome.life