

**RESOLUTION NO. 017 Series of 2018**

(Re: ACCREDITATION OF IPARA TECHNOLOGIES AND SOLUTIONS, INC. AS  
TRANSPORTATION NETWORK COMPANY)

**WHEREAS**, pursuant to Memorandum Circular No. 2015-015-A (Re: Rules and Regulations to Govern the Accreditation of Transportation Network Companies) a Pre-Accreditation Committee was created to evaluate all applications for Transportation Network Company (TNC) accreditation filed before the LTFRB and recommend to the Board, its approval or disapproval;

**WHEREAS**, on March 26, 2018, the Committee conducted its evaluation of the documents submitted by iPARA Technologies and Solutions, Inc. (iPARA for brevity)

**WHEREAS**, during the scheduled evaluation, the Committee found that applicant iPARA submitted a filled up Statement of Financial Capability (Actual Working Capital) form from the LTFRB as proof of applicant's financial capability.

**WHEREAS**, the Committee observed that in the No. 4 (f) *Use of the Service* of applicant's Terms of Service for Passengers and TNVS Operators, the applicant expressly declared that:

"f. **OWTO doesn't provide transport services.** The service is ridesharing platform for Users to pre-arrange a booking with a driver. OWTO does not interfere with Trips, destinations or timings. OWTO is not liable in any respect of any matter arising which relates to a Booking between users and Drivers. OWTO is not and will not act as an agent for any User."

(Emphasis ours.)

**WHEREAS**, pursuant to Item I. *Scope of Application* of MC No. 2015-015-A, "A Transportation Network Company (TNC) as defined under Department Order No. 2015-011, shall mean as an "organization whether a corporation, partnership, or sole proprietor, that provides pre-arranged transportation services for compensation using an internet-based technology application or digital platform technology to connect passengers with drivers using their personal vehicles", **hence treated as a transport provider.**"

**WHEREAS**, the Committee observed that in No. 15 (a) *Reporting Complaints* of applicant's Terms of Service for Passengers and TNVS Operators, the applicant expressly declared that:

"15. Reporting complaints

- a. If you feel that a Driver or a Rider has acted inappropriately including but not limited to offensive, violent or sexually inappropriate behavior, or engages in other disturbing conduct, you must immediately report such person to the appropriate authorities and to us by contacting us, **providing that your report does not obligate us to take any action or cause us to incur any liability.**"

(Emphasis ours.)

**WHEREAS**, letter (n) of Item III. *Other Requirements* of MC No. 2015-015-A expressly requires a Complaint Mechanism against vehicle owners or drivers. The clause in the applicant's Terms of Service for Passengers and TNVS Operators wherein iPARA shall not be obligated to take any action or to incur any liability for the inappropriate acts of the driver shall render the applicant's complaint mechanism entirely inutile or nugatory.

**WHEREAS**, pursuant to Item VI. *Liability* of MC No. 2015-015-A, "The TNC shall exercise due diligence of a good father of a family in accrediting and supervising its drivers. The TNC shall be held liable for acts or omissions committed by its TNVS while online, except if the same is beyond the TNC's control."

**NOW THEREFORE**, premises considered, the Committee resolves to DIRECT applicant iPARA Technologies and Solutions, Inc. to SUBMIT within Fifteen (15) days from receipt of this Resolution the following supporting documents:

- a.) Audited or Interim Financial Statement as proof of applicant's financial capability.

Applicant is further directed to FILE its Position Paper within Fifteen (15) days from receipt of this Resolution, on the following issues:

- a.) The company does not provide transport services; and
- b.) Obligation of the applicant for complaints received against drivers.

Failure to submit/comply within the period specified herein, the Committee shall be constrained to treat the same as a withdrawal of the application with forfeiture of any payments paid by the applicant to the LTRFB.

**APPROVED AND SIGNED** by the undersigned Chairman and Members of the Pre-Accreditation Committee, this 28 day of March 2018 at Quezon City, Philippines.

  
ATTY. CARL SHA JEMIMAH F. MARBELLA  
Chairman

  
ATTY ZONA RUSSET M. TAMAYO  
Member

  
NIDA P. QUIBIC  
Member

  
JOEL J. BOLANO  
Member