

RESOLUTION NO. 025 Series of 2018

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

WHEREAS, on 28 March 2018, the Committee issued Resolution No. 017 series of 2018 wherein the committee resolved:

"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 LTFRB."

WHEREAS, on 05 April 2018, Applicant iPARA submitted its Compliance to the said Resolution containing the following documents:

- Audited Financial Statement
- Position Paper

WHEREAS, upon deliberation by the Committee of the Applicant's Position Paper, the Committee finds that the amendment in No. 4 (f) of the Terms of Service stating "OWTO is not liable in 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." still fails to comply with the liability imposed upon TNCs under MC No. 2015-015-A.

NOW THEREFORE, taking into consideration the safety and protection of the riding public, this Committee resolves to DIRECT applicant iPARA Technologies and Solutions, Inc. to SUBMIT within Three (3) working days from receipt of this Resolution its revised Terms of Service incorporating the following statements:

1. 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 pursuant to the provisions of MC No. 2015-015-A and other pertinent rules and regulations;

Further, the applicant shall incorporate the complaint mechanism in its Terms of Service for Passengers providing the necessary details as it is the contract between the TNC and the riding public.

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 LTFRB.

APPROVED AND SIGNED by the undersigned Chairman and Members of the Pre-Accreditation Committee, this 13 day of April 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