

**BBBRINGME | LEGAL & POLICY TEMPLATE**

**INDEPENDENT SERVICE PROVIDER AGREEMENT**

Freelance, professional, merchant, organiser and service-provider template

**TEMPLATE STATUS:** Complete bracketed information, align this document with the actual product design and operations, and obtain Philippine legal review before publication or use.

**Included subject areas**

- Independent provider relationship and service acceptance
- Qualifications, insurance, compliance and service standards
- Payouts, subscriptions, taxes, customer data and safety
- Applicable across services, events, communities and commerce support

**Prepared for: [BBBRINGME Legal Entity Name] | Effective Date: [Insert Date] | Version: 1.0**

## 1. Parties and Purpose

This Independent Service Provider Agreement (Agreement) is entered into between [BBBRINGME Legal Entity Name], a [legal form] with registered address at [address] (BBBRINGME), and the individual or business that accepts this Agreement through the Platform or signs below (Provider). This Agreement governs the Provider's use of BBBRINGME to list, market, accept, perform, sell, organise, deliver or support Services.

|                                      |                        |
|--------------------------------------|------------------------|
| <b>Provider Legal Name</b>           | [Insert]               |
| <b>Business / Trade Name</b>         | [Insert if applicable] |
| <b>Service Category / Categories</b> | [Insert]               |
| <b>Provider Address</b>              | [Insert]               |
| <b>Provider Contact Email</b>        | [Insert]               |
| <b>Effective Date</b>                | [Insert]               |

## 2. Independent Relationship

The Provider is an independent contractor or independent business and not an employee, agent, partner, franchisee or representative of BBBRINGME, except to the limited extent expressly authorised in writing. The Provider controls whether to offer Services, whether to accept an eligible request, the lawful manner and means of performing accepted Services, the equipment and assistants used, and the Provider's own work schedule, subject to the confirmed booking, Platform policies, applicable law and reasonable safety or quality requirements.

**CLASSIFICATION SAFEGUARD** The parties intend an independent service-provider relationship. However, the legal character of any relationship is determined by applicable law and the actual working arrangement. This Agreement must be reviewed and implemented consistently with Philippine labour and contracting rules.

- BBBRINGME does not guarantee a minimum number of leads, bookings, hours, revenue or customers.
- The Provider may offer services through other channels, provided the Provider complies with this Agreement and does not misuse BBBRINGME confidential information or personal data.
- The Provider is responsible for its own taxes, registrations, permits, employees, subcontractors, tools, equipment, transportation, insurance and business expenses, unless a written Order states otherwise.

### 3. Provider Onboarding, Eligibility and Verification

The Provider must provide accurate, complete and current onboarding information. BBBRINGME may request supporting records, including government identification, business registration, tax details, relevant licences, qualifications, certificates, portfolio evidence, professional memberships, insurance, clearance documents, payment-account information, service-area details and emergency contacts, where lawful and appropriate.

- The Provider must promptly notify BBBRINGME if a credential, licence, permit, insurance policy, clearance, business registration or other material information expires, is suspended, is cancelled or becomes inaccurate.
- Verification, badges, profile approval, reviews or listing placement do not constitute a guarantee of competence, legal compliance, insurance or future work.
- BBBRINGME may suspend or remove listings pending verification, investigation, safety review, suspected fraud, breach of policy or legal requirement.

### 4. Service Listings, Quotes and Accepted Work

The Provider must ensure that each listing, quote, price, availability statement, product description, event listing and communication is accurate, clear, lawful and not misleading. The Provider may only charge amounts that are disclosed and accepted through the applicable booking, quote or Order process, except where an authorised change is documented and accepted by the Customer before it is incurred.

- Clearly state scope, inclusions, exclusions, duration, qualifications, equipment, travel boundaries, materials, delivery time, cancellation terms, deposit requirements, age restrictions, risks and any Customer preparation required.
- Do not substitute a different Provider, worker, venue, product, material, task or event element without the Customer's informed approval unless immediate action is necessary to prevent a safety risk and the law allows it.
- Do not use BBBRINGME to offer or arrange unlawful, unsafe, unlicensed, regulated without authorisation, discriminatory, fraudulent or prohibited Services.

### 5. Professional Standards, Safety and Legal Compliance

The Provider must perform Services safely, professionally, competently, respectfully and in accordance with applicable law, industry standards, confirmed scope and reasonable Customer instructions. The Provider must maintain appropriate health, safety, risk-management and incident-response procedures for the Services offered.

- Maintain all licences, permits, registrations, training, qualifications and insurance legally required for the Service category, location and customer type.
- Assess and manage foreseeable hazards, use appropriate tools and protective equipment, comply with site, property, event and road-safety rules, and stop work where conditions are unsafe or unlawful.
- Do not provide professional, regulated, medical, legal, financial, engineering or other advice beyond the Provider's lawful qualifications and authority.

- Immediately report serious safety incidents, threats, alleged misconduct, material property damage, data breaches, suspected fraud or regulatory notices connected to a BBBRINGME Service through [Safety Contact / Support Channel].

## 6. Fees, Payouts, Subscriptions and Taxes

Commercial terms may be set out in the Platform, applicable subscription plan, Provider dashboard, payout schedule, order confirmation or separate written schedule. The Provider authorises BBBRINGME to collect, deduct, hold, reverse, offset or adjust amounts only as permitted by the disclosed terms, applicable law or a valid customer remedy, chargeback, fraud, safety or compliance process.

- The Provider is responsible for issuing any invoice, receipt, tax document or other record required by law, unless BBBRINGME expressly agrees to do so as merchant of record for a specified transaction.
- The Provider is responsible for all taxes, government contributions, licences, levies, fees and reporting associated with its business, personnel and income.
- The Provider must not ask Customers for off-platform payments or add undisclosed fees where this would breach the booking terms, consumer law, tax law, payment rules or Platform policy.

## 7. Customer Data, Confidentiality and Communications

The Provider may access Customer personal data, messages, addresses, booking information, preferences and other confidential information only to the extent necessary to perform, support or resolve the relevant Service. The Provider must not sell, rent, disclose, retain, scrape, contact or use this information for unrelated marketing, profiling, list building or any unlawful purpose.

- Use secure devices, restrict access to authorised personnel, and protect Customer information against loss, unauthorised access, disclosure or misuse.
- Notify BBBRINGME without undue delay of any actual or suspected personal-data breach, lost device, unauthorised disclosure, phishing incident, compromise or legal request involving BBBRINGME or Customer data.
- After the Service is complete, securely delete or return Customer data unless retention is required by law or needed for a documented dispute, warranty or accounting purpose.

## 8. Reviews, Marketing and Intellectual Property

The Provider grants BBBRINGME a non-exclusive, worldwide, royalty-free licence to host, display, reproduce, adapt, format and promote the Provider's listing content, business name, trade marks, portfolio materials, service descriptions, photos, videos and reviews for operating, improving, marketing and protecting the Platform. The Provider represents that it owns or has permission to use all submitted content.

The Provider must not use BBBRINGME trade marks, confidential information or branding except as expressly permitted by written brand guidelines or a separate written approval.

## 9. Customer Complaints, Refunds and Disputes

The Provider must cooperate promptly and in good faith with reasonable customer-support, investigation, evidence, refund, remediation, safety and dispute-resolution requests. BBBRINGME may require the Provider to provide records, communications, photographs, receipts, service reports, evidence of delivery, licences or other supporting information relevant to a complaint or transaction.

Where a refund, credit, re-performance, repair, replacement or chargeback is due because of the Provider's breach, inaccurate listing, non-performance, unsafe conduct, cancellation, product defect or other substantiated issue, BBBRINGME may recover the relevant amount from the Provider's current or future payouts to the extent permitted by law and the disclosed commercial terms.

## 10. Insurance, Indemnity and Liability

The Provider must maintain appropriate insurance for the nature and risk of Services offered, including public liability, professional indemnity, motor, product, workers, event or property coverage where applicable. On request, the Provider must provide evidence of current insurance.

To the extent permitted by law, the Provider will indemnify BBBRINGME against third-party claims, losses, penalties, costs and liabilities arising from the Provider's Services, content, breach of this Agreement, legal non-compliance, misuse of data, infringement, negligence, wilful misconduct, fraud or failure to obtain required licences, permissions or insurance. This clause does not apply to the extent a loss is caused by BBBRINGME's own breach or unlawful conduct.

## 11. Suspension and Termination

Either party may end this Agreement by giving [14] days written notice, unless immediate suspension or termination is reasonably necessary due to a serious safety issue, fraud, material breach, legal requirement, repeated complaints, loss of required credentials, data breach, harassment, unlawful conduct or risk to users or the Platform. Termination does not affect accrued payment, refund, confidentiality, data-protection, dispute, audit, indemnity or other clauses intended to survive.

## 12. General Terms

This Agreement, the Platform Terms, applicable policies, accepted Orders and disclosed commercial terms form the agreement between the parties regarding the Provider's use of BBBRINGME. If there is a conflict, a category-specific written schedule or accepted Order will prevail for that Service only, followed by this Agreement, unless the schedule states otherwise. This Agreement is governed by Philippine law, subject to mandatory laws that apply. Notices may be delivered through the Provider dashboard, email or the contact details recorded on the Platform.

By clicking acceptance, using the Provider features or signing below, the Provider confirms that it has read, understood and agreed to this Agreement and has authority to bind the Provider business where applicable.

**[BBBRINGME Legal Entity Name]**

**[Provider Legal Name / Business]**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name / Authorised Signatory:

\_\_\_\_\_

Printed Name / Authorised Signatory:

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule A. Reference Framework and Completion Checklist

This template is written for a Philippine-focused digital platform and should be checked against the final product, business model, payment flow, provider onboarding, customer-support process, and applicable local requirements before publication or signing.

### Official reference links for legal review

**Data Privacy Act of 2012 and National Privacy Commission resources:** <https://privacy.gov.ph/data-privacy-act/>

**Internet Transactions Act of 2023:** <https://ecommerce.dti.gov.ph/internet-transactions-act-of-2023/>

**Internet Transactions Act Implementing Rules and Regulations:**  
<https://ecommerce.dti.gov.ph/implementing-rules-and-regulations/>

**DTI E-Commerce Philippine Trustmark information:** <https://trustmark.dti.gov.ph/>

**DTI e-commerce regulatory framework resources:** <https://ecommerce.dti.gov.ph/ecommerce-philippines-2022/regulatory-framework/>

### Before finalising this document

- Replace all bracketed placeholders, including the legal entity name, registered address, support contact, data protection contact, governing law details, fees, booking windows and refund timelines.
- Confirm the Platform role for each product line: marketplace facilitator, direct service provider, merchant of record, subscription provider, payment facilitator, or a combination.
- Review service-specific approvals, permits, qualifications, insurance, age restrictions and safety procedures for automotive, moving, home, entertainment, events, coaching, professional and community services.
- Align the terms with the app interface, checkout flow, cancellation options, privacy notices, cookies, provider verification process and all marketing statements.
- Have Philippine counsel assess consumer-protection, labour classification, tax, payment, intellectual property, advertising, data privacy, local permit and sector-specific obligations.