DATA PRIVACY AND CONFIDENTIALITY

[Revised: September 9, 2020]

BY REGISTERING TO AND USING THIS APPLICATION PLATFORM AND/OR VIDEOS/PRESENTATIONS/FORMS OWNED AND MANAGED BY PHILIPPINE EXPORTERS CONFEDERATION, INC. (PHILEXPORT), YOU AGREE TO BE IMMEDIATELY BOUND BY THESE TERMS AND CONDITIONS.

PRIVACY

PHILEXPORT believes strongly in protecting user privacy and providing you with notice of PHILEXPORT’s use of data. In the course of your use of our application platform, PHILEXPORT will process Personal Information and Sensitive Personal Information relating to you and/or your legal representative for contact information. Such processing of Personal Data may include its collection, recording, retrieval, use, retention, and disposal/destruction. Personal Data may include birthdate, address, nationality, sex, religion affiliation, contact information, and other information which are relevant for the purpose of your use of our application platform.

With said use, you are giving your consent to the following:

Making your Personal Data available for PHILEXPORT, its affiliates, related entities and partners to permit them to make your personal data available to (a) third parties who provide products and services to PHILEXPORT and related entities for the same purpose as described above, and (b) to other third parties where required or permitted by law or contract, including regulatory authorities, and government agencies.

The processing of your Personal Data, as provided under applicable laws, regulations, and PHILEXPORT’s policies and guidelines. The Personal Data must be used to comply with the legitimate purpose(s), including availment of other services provided for by PHILEXPORT.

The processing of your Personal Data for research and education, profiling, historical or scientific purpose, as well as to generate statistical data relevant to PHILEXPORT’ operation in order to aid its management team, board of directors and shareholders to review and analyze data relating to its operations and financial performance.

In fine, in order to comply with PHILEXPORT’ obligations under relevant laws, it reserves the right to ask for further information or evidence relating to the purpose of a transaction using this application platform. In this connection, you hereby authorize PHILEXPORT and/or any of its agents to disclose to third parties any and all information you have provided and consent to the use and processing of such information by PHILEXPORT and/or any of its agents or third parties with the transaction or any investigation in relation thereto.

You also warrant that, before providing us with the Personal Data of your legal representative, you have obtained their consent to: (a) you collecting their Personal Data; (b) you sharing the same with PHILEXPORT and related entities and the third parties that PHILEXPORT and related entities are dealing with as provided above; and (c) the processing of their Personal Data by PHILEXPORT and related entities and third parties as provided herein, and for the purpose stated herein.

The Personal Data you provide will be retained by PHILEXPORT and related entities as prescribed by the law, or as long as necessary for the purpose of maintaining your records and to comply with applicable laws, rules and regulations.

You and your legal representative are entitled to certain rights in relation to the Personal Data that may be collected from you and your legal representative, including the right to access, correction and to object to the processing of the same. A more detailed description of your rights under the Philippine Data Privacy Act of 2012, and its implementing rules and regulations may be accessed and downloaded at <https://privacy.gov.ph>

CONFIDENTIALITY

Confidential information received by a party from the other shall be kept strictly confidential for the duration of this Agreement and after three (3) years from its termination.

On the part of PHILEXPORT, it shall undertake (a) that emails and other information gathered in the process of registration and use of the resources shall remain confidential and will not be shared with third parties including the sponsors; and (b) not to collect or keep confidential information in its database except temporarily if needed for processing transactions or payments.

Confidential information shall be disclosed to third parties only with the prior written consent from PHILEXPORT and shall be used only for the purpose for which it was disclosed. However, confidentiality shall not apply to the following:

Information available from generally public sources other than as a result of a breach of this Agreement;

Information received from a third party with a lawful right to disclose such information;

Information which the parties specifically agree upon in writing prior to the time of disclosure as not subject to this provision;

Information required by law or required to be submitted to government regulatory agencies; and

Information disclosed under legal compulsion, provided that the party under legal compulsion shall have previously advised the other party of such disclosure and consulted in good faith as to the scope of the disclosure.

Data Privacy

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