TERMS OF USE

[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.

GENERAL TERMS AND CONDITIONS

This Agreement (the “Agreement”) governs your use of PHILEXPORT application platform and/or its resources.

This Agreement includes the policies and guidelines identified below, and which policies and guidelines are herein incorporated by reference.

PHILEXPORT may impose the payment of applicable deposit and/or fees (the “Fees”) for use of the PHILEXPORT applications platforms except as may otherwise be agreed. PHILEXPORT may, upon written notice to you, increase or update the required deposit and/or applicable Fees. Where applicable, should you fail to maintain the required deposit and pay the Fees, PHILEXPORT may cause the termination or cancellation of this Agreement or your use of the applications platform and/or resources without need of further notice.

PHILEXPORT reserves the right to change or revise the terms and conditions of this Agreement at any time by posting any changes or a revised Agreement. PHILEXPORT will notify you that changes, or revisions have been made by indicating on the top of this Agreement the date it was last revised. The changed or revised Agreement will be effective immediately after it is posted.

Your continued use of the applications platform and/or resources following the posting of any such changes or of a revised Agreement will constitute your acceptance of any such changes or revisions, including the applicable Fees and requirements that may now or hereafter be imposed by PHILEXPORT from time to time.

If you do not agree to this Agreement (including any referenced policies or guidelines), please immediately terminate your use of the applications platform and/or videos.

If you would like to print this Agreement, please click the print button on your browser toolbar.

DISCLAIMER OF WARRANTIES BY PHILEXPORT

The resources are offered on an “as is” and “as available” basis. PHILEXPORT expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, implied warranties of appropriateness for a particular purpose and non-infringement with respect to the content, or any reliance upon or use of the content.

LIMITATION OF LIABILITY

PHILEXPORT’s entire liability, and your exclusive remedy, in law, in equity, or otherwise, with respect to the content and/or for any breach of this agreement is solely limited to the amount, if any, you paid to PHILEXPORT.

PHILEXPORT will not be liable for any direct, indirect, incidental, special or consequential damages in connection with this agreement, including liabilities resulting from (1) the use or the inability to use the resources; (2) any lost revenues; or (3) any loss or damage arising from possible data breach while using its application platform.

INDEMNIFICATION

You will release, indemnify, defend and hold harmless PHILEXPORT, and any of its agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney’s fees and expenses, of third parties relating to or arising out of:

1. this agreement or the breach of your warranties, representations and obligations under this agreement;
2. the resources or your use of the resources;
3. any intellectual property or other proprietary right of any person or entity;
4. your violation of any provision of this agreement; or
5. any information or data you supplied to PHILEXPORT.

When PHILEXPORT is threatened with suit or sued by a third party, PHILEXPORT may seek written assurances from you concerning your promise to indemnify PHILEXPORT; your failure to provide such assurances may be considered by PHILEXPORT to be a material breach of this agreement.

PHILEXPORT will have the right to participate in any defense by you against a third-party claim related to your use of any of the video content, with counsel of PHILEXPORT choice at its expense. PHILEXPORT will reasonably cooperate in any defense by you against a third-party claim at your request and expense. You will have the sole responsibility to defend PHILEXPORT against any claim; however, any related settlement shall require prior written consent from PHILEXPORT.

The terms of this provision will survive any termination or cancellation of this agreement or your use of the application platform and/or resources.

AGREEMENT TO BE BOUND

By registering to and/or using this application platform, you acknowledge that you have carefully read, understood, conformed to and agreed to be bound by the terms of this Agreement. You further acknowledge that you are aware of the risks relating to the availment and use of this application platform.

PHILEXPORT reserves the right, in its absolute discretion, to suspend and/or terminate your account or this Agreement immediately without prior notice on the following grounds:

You commit a breach or violates any provision, term, condition, or obligation under this Agreement which is incapable of remedy;

You fail to perform or comply, in a material respect, with any provision, term, condition, or obligation contained in this Agreement or any other documents executed or submitted in connection herewith which is remediable but continues to be unremedied for a period of thirty (30) days after receipt of a notice from PHILEXPORT;

Your breach of any provision, term, or condition of this Agreement results or will result in considerable losses and/or risks on the part of PHILEXPORT, in its sole determination;

Your use of the application platform poses a security threat;

You provided any information that is untrue, inaccurate, not current or incomplete;

Your use of the application platform constitutes a violation of law;

In the opinion of PHILEXPORT, you used or is suspected to have used the application platform for fraudulent, criminal or unlawful activities; or

Such other analogous instances which in PHILEXPORT’ sole determination would warrant immediate termination of your account or this Agreement.

With this authority of PHILEXPORT to suspend and/or block your account or this Agreement, you shall hold PHILEXPORT free and harmless against any and all consequences of such suspension, blocking and/or termination, or against any loss or damage, of whatever kind or nature, which you may suffer as a result thereof.

GENERAL PROVISIONS

Force Majeure. PHILEXPORT will not be deemed in default hereunder or be held responsible and/or liable for any loss or damage, of whatever kind or nature, which you may suffer as a direct or indirect result of the failure on the part of PHILEXPORT to fulfill and/or comply with its obligation under this contract if said fulfillment and/or compliance were prevented, hindered, delayed or rendered impossible by reason of circumstances or events beyond the reasonable control of PHILEXPORT, including but not limited to acts of God, acts of any governmental authority, war, rebellion, terrorism, armed conflict, epidemic, riots, strikes, lockout, boycott and/or other labor disputes or disturbance, accident, earthquake, flood, fire, storm, natural disaster, loss or malfunction of utilities or facilities, power outages, electrical or mechanical failure, computer hardware or software failure, system failure or system downtime, network or telecommunication failure, or other related circumstances affecting the capability of PHILEXPORT to fulfill and/or comply with its obligations herein.

Entire Agreement. This Agreement comprises the entire agreement between you and PHILEXPORT and supersedes any prior agreements pertaining to the subject matter contained herein.

Cumulative Rights. All rights granted herein to PHILEXPORT shall not be exclusive and shall be in addition to all the rights that may be granted to it by existing laws as well as pertinent rules and regulations.

Effect of Waiver. The failure of PHILEXPORT to exercise or enforce any right or provision of this Agreement or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon such terms, provisions, or options on any future occasion.

Capacity to Enter Agreement. Each party hereby warrants that it is duly capacitated to enter into this contract with representatives duly authorized for the purpose, and that all conditions precedent are all duly met and/or accomplished.

Separability of Provisions. In the event that any term of this contract is in conflict with any rule of law or is otherwise unenforceable under the laws or regulations of the government or any subdivision thereof, such term shall be deemed stricken from this contract, but such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement.

Governing Law; Jurisdiction. This Agreement will be governed by the laws of the Philippines without regard to its conflict of law principles to the contrary.

Termination. Following termination, you will not be permitted to use the application platform. If your access to the application is terminated, PHILEXPORT reserves the right to exercise whatever means it deems necessary to prevent unauthorized access of the application. This Agreement will survive indefinitely unless and until PHILEXPORT decides, in its sole discretion and without advanced notice, to terminate it.

Assignment. You may not assign your rights and obligations under this Agreement to anyone. PHILEXPORT may assign its rights and obligations under this Agreement in its sole discretion and without advanced notice to you.

Terms of Use

© PHILEXPORT. All Rights Reserved