

Terms and Conditions of Use

Introduction:

Paragraph: 1

Welcome to the www.my-boss.org (herein referred to as MYBOSS) community website and/or the MYBOSS mobile app. Please read these terms and conditions carefully. The following terms of use govern your use and access of the platform (defined below) and the use of the services. By accessing the platform and/or using the services, you agree to be bound by these terms of use. If you do not agree to these terms of use, do not access and/or use this platform or the services.

Paragraph: 2

Access to and use of password protected and/or secure areas of the platform and/or use of the services are restricted to MYBOSS community member with accounts only. You may not obtain or attempt to obtain unauthorised access to such parts of this platform and/or services, or to any other protected information, through any means not intentionally made available by us for your specific use.

Paragraph: 3

If you are below 18 years old: you must obtain consent from your parent(s) or legal guardian(s), their acceptance of these terms of use and their agreement to take responsibility for: your actions, any charges associated with your use of any of the services or purchase of products and your acceptance and compliance with these terms of use. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing this platform and using the services.

1. Definitions

Paragraph: 1

"www.my-boss.org " provides an interactive online promotional service operated by www.my-boss.org company (herein referred to as MYBOSS) consisting of information services, content and transaction capabilities provided by MYBOSS, Merchant and Seller of MYBOSS and other third parties Unless otherwise defined, the definitions and provisions in respect of interpretation set out in term & condition of sales will apply to these terms of use.

2. General use of Platform

Paragraph: 1

This Agreement sets forth the terms and conditions that apply to the use of this Site by the end user. By using this Site (other than to read this Agreement for the first time), end user agrees to comply with all of the terms and conditions hereof. The right to use this site is personal to end-user and is not transferable to any other person or entity. End user shall be responsible for protecting the confidentiality of end user's password(s), if any. End user acknowledges that, although the internet is often a secure environment, sometimes there are interruptions in service or events that are beyond the control of MYBOSS, and MYBOSS shall not be responsible for any data lost while transmitting information on the internet. While it MYBOSS objective is to make the site accessible 24 hours per day, 7 days per week,

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the site may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of the control of MYBOSS, access to the site may be interrupted, suspended or terminated from time to time. MYBOSS shall have the right at any time to change or discontinue any aspect or feature of MYBOSS platform, including, but not limited to, content, hours of availability and equipment needed for access or use. Further, MYBOSS may discontinue disseminating any portion of information or category of information, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics.

3. Guidelines the Use of Services

Paragraph: 1

You agree to comply with any and all the guidelines, notices, operating rules and policies and instructions pertaining to the use of the services and/or access to the platform, as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise these guidelines, notices, operating rules and policies and instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the platform.

4. Contents of Advertising Materials:

Paragraph: 1

You agree and undertake NOT to and advertise materials (including but not limited to name cards, posters, pamphlets, forums, blogs, emails, and etc.) of platform members shall not include any of the following:

- a. Any content that is defamatory or libellous;
- b. Impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;
- c. Use the platform or services for illegal purposes and unlawful content in any applicable jurisdiction;
- d. Attempt to gain unauthorized access to or otherwise interfere or disrupt other computer systems or networks connected to the platform or services;
- e. Post, promote or transmit through the platform or services any prohibited materials and content that promotes, encourages or aids and abets unlawful activities;
- f. Interfere with another's utilization and enjoyment of the platform or services and content that misrepresents or creates any untrue relationship or affiliation with MYBOSS, its seller, merchant, affiliates, and/or its senior management;
- g. Use or upload, in any way, any software or material that contains, or which you have reason to suspect that contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the platform's data or damage or interfere with the operation of another customer's computer or mobile device or the platform or services;
- h. Use the platform or services other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other applicable laws.

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- i. Content that is discriminatory or promotes discriminations based on race, sex, religion, nationality, disability, sexual orientation or age;
- j. Any pornographic or obscene materials, including but not limited contents that depict the exploitation of minors, bestiality, rape sex, incest, or sex with graphic violence or degradation;
- k. Any content that relates to gambling or casino related materials;
- l. any content that provides information on “how to” engage in computer hacking or unauthorized access of computer networks;
- m. Any content that relates to the sale of drugs or other restricted or controlled substances and content that specifically relates to the sale of prescription drugs;
- n. any content that relates to the sale of tobacco products, including but not limited to cigars, cigarettes, cigarette tobacco, pipe tobacco, hookah tobacco, chewing tobacco, and tobacco leaf;
- o. any content that relates to the sale or offering for purchase of any firearms, ammunitions, military ordnance, weapons (including explosive weapons), and/or any related parts or accessories;

Paragraph: 2

Any content that infringes the legitimate intellectual property rights of others and information that unlawfully discloses the business secrets of others, content that is stolen or misappropriated from other websites or content that is misleading or fraudulent

5. Availability of Platform and Services:

Paragraph: 1

We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the platform or any services and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the platform or any part of the services.

Paragraph: 2

Furthermore MYBOSS shall have the right, but not the obligation, to monitor the content of the site at all times, including any chat rooms and forums that may hereinafter be included as part of the Site, to determine compliance with this agreement and any operating rules established by MYBOSS, as well as to satisfy any applicable law, regulation or authorized government request. Without limiting the foregoing, MYBOSS shall have the right to remove any material that MYBOSS, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

Paragraph: 3

We reserve the right, to: Monitor screen or otherwise control any activity, content or material on the platform and/or through the services. We may in our sole and absolute discretion, investigate any violation of the terms and conditions contained herein and may take any action it deems appropriate. Prevent or restrict access of any customer to the platform and/or the services. Report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities and/or request any information and data from you in connection with your use of the services and/or access of the platform at any time and to exercise our right under this paragraph if you refuse

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to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

Paragraph: 4

Additional terms: In addition to these terms and condition of use, the use of specific aspects of the materials and services, more comprehensive or updated versions of the materials offered by us or our designated sub-contractors, may be subject to additional terms and conditions, which will apply in full force and effect.

6. Use of Services

Paragraph: 1

Application of this Clause: In addition to all other terms and conditions of these terms of use, the provisions are the additional specific terms and conditions governing your use of the services.

Paragraph: 2

Restrictions: Use of the services is limited to authorised member and merchant those are of legal age and who have the legal capacity to enter into and form contracts under any applicable law. Seller and merchant who have breached or are in breach of the terms and conditions contained herein and Seller and merchant who have been permanently or temporarily suspended from use of any of the services may not use the services even if they satisfy the requirements.

Paragraph: 3

General terms of use: You agree: to access and/or use the services only for lawful purposes and in a lawful manner at all times and further agree to conduct any activity relating to the services in good faith and to ensure that any information or data you post or cause to appear on the platform in connection with the services is accurate and agree to take sole responsibility for such information and data.

Product description: While our Seller and merchant endeavour to provide an accurate description of the products; we do not warrant that such description is accurate, current or free from error.

Paragraph: 4

Prices of Products: All listing prices are subject to taxes, unless otherwise stated. Seller and merchant reserve the right to amend the listing prices at any time without giving any reason or prior notice.

Third Party Vendors: You acknowledge that parties (i.e. Third party vendors, seller and merchant) list and sell products on the platform. Whether a particular product is listed for sale on the platform by a third party vendor, seller and merchant may be stated on the webpage listing that product. For the avoidance of doubt, each agreement entered into for the sale of a third party vendor's, seller and merchant products to the MYBOSS community shall be an agreement entered into directly and only between the third Party vendor, the member, the seller and the Merchant of MYBOSS community.

7. MYBOSS community Member and Merchant accounts:

Paragraph: 1

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Member and Merchant User ID number/Password: Certain Services that may be made available on the platform may require creation of an account with us or for you to provide personal data. If you request to create an account with us, a member or merchant user ID number and password may either be: Determined and issued to you by us, or provided by you and accepted by us in our sole and absolute discretion in connection with the use of the services and/or access to the relevant platform. We may at any time in our sole and absolute discretion, request that you update your personal data or forthwith invalidate the member and merchant user ID number and/or password without giving any reason or prior notice and shall not be liable or responsible for any losses suffered by or caused by you or arising out of or in connection with or by reason of such request or invalidation. You hereby agree to change your password from time to time and to keep the member and merchant user ID number and password confidential and shall be responsible for the security of your account and liable for any disclosure or use (whether such use is authorised or not) of the member and merchant user ID number and/or password. You should notify us immediately if you have knowledge that or have reason for suspecting that the confidentiality of the member and merchant user ID number and/or password has been compromised or if there has been any unauthorised use of the member and merchant user ID number and/or password or if your personal data requires updating.

Paragraph: 2

Purported use/access: You agree and acknowledge that any use of the services and/or any access to the platform and any information, data or communications referable to your member and merchant user ID number and password shall be deemed to be, as the case may be: Access to the relevant platform and/or use of the services by you or Information, data or communications posted, transmitted and validly issued by you.

Paragraph: 3

You agree to be bound by any access of the platform and/or use of any services (whether such access or use are authorised by you or not) and you agree that we shall be entitled (but not obliged) to act upon, rely on or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you. You further agree and acknowledge that you shall be bound by and agree to fully indemnify us against any and all losses attributable to any use of any services and/or access to the platform referable to your member and merchant user ID number and Password.

8. Intellectual Property Ownership

Paragraph: 1

You agree to Ownership: The Intellectual Property in and to the Platform and the Materials are owned, licensed to or controlled by us, our licensors or our service providers. We reserve the right to enforce its intellectual property to the fullest extent of the law.

Paragraph: 2

Restricted use: No part or parts of the platform, or any materials may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcast, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment without our prior written permission or that of the relevant copyright owners.

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Permission will only be granted to you to download, print or use the materials for personal and non-commercial uses, provided that you do not modify the materials and that we or the relevant copyright owners retain all copyright and other proprietary notices contained in the materials.

Paragraph: 3

Trademarks: The Trademarks are registered and unregistered trademarks of us or third parties. Nothing on the platform and in these terms of use shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag or as a “hot” link to any other website) any trademarks displayed on the services, without our written permission or any other applicable trademark owner.

9. Our limitation of responsibility and liability

Paragraph: 1

No representations or warranties: The services, the platform and the materials are provided on an “as is” and “as available” basis. All data and/or information contained in the platform, the services or the Materials are provided for informational purposes only. No representations or warranties of any kind, implied, express or statutory, including the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, are given in conjunction with the platform, the services or the materials. Without prejudice to the generality of the foregoing, we do not warrant: The accuracy, timeliness, adequacy, commercial value or completeness of all data and/or information contained in the platform, the services or the materials. That the platform, the services or that any of the materials will be provided uninterrupted, secure or free from errors or omissions, or that any identified defect will be corrected. That the platform, the services or the materials are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros and the security of any information transmitted by you or to you through the platform or the services, and you accept the risk that any information transmitted or received through the services or the platform may be accessed by unauthorised third parties and/or disclosed by us or our officers, employees or agents to third parties purporting to be you or purporting to act under your authority. Transmissions over the internet and electronic mail may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet.

Paragraph: 2

Exclusion of liability: MYBOSS shall not be liable to you for any losses whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly in connection with any access, use and/or inability to use the platform or the services. Reliance on any data or information made available through the platform and/or through the services. You should not act on such data or information without first independently verifying its contents. Any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros and any use of or access to any other website or webpage linked to the platform, even if we or our officers or agents or employees may have been advised of, or otherwise might have anticipated, the possibility of the same.

Paragraph: 3

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At your own risk: Any risk of misunderstanding, error, damage, expense or losses resulting from the use of the platform is entirely at your own risk and we shall not be liable therefor.

10. Hyperlinks, and alerts

Paragraph: 1

You agree to comply with any and all the guidelines, notices, operating rules and policies and instructions pertaining to the use of the services and/or access to the platform, as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise these guidelines, notices, operating rules and policies and instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the platform.

11. Your submissions and information:

Paragraph: 1

Submissions by you: You grant us a non-exclusive licence to use the materials or information that you submit to the platform and/or provide to us, including but not limited to, questions, reviews, comments, and suggestions (collectively, “Submissions”). When you post comments or reviews to the platform, you also grant us the right to use the name that you submit or your member and merchant user ID number in connection with such review, comment, or other content. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any submissions. We may, but shall not be obligated to, publish, remove or edit your submissions.

Paragraph: 2

Consent to receive e-mails: You give your full, free, and unequivocal consent and authority to the collection, processing and use by us of any information provided by you (including personal data) for the purposes of sending informational and promotional e-mails and any and all communications, notices, updates and other information to you,. Your agreement to the provisions of this clause shall constitute your consent for the purpose of the provisions of any spam control laws (whether in Philippines or elsewhere). You may subsequently opt out of receiving promotional e-mails by clicking on the appropriate hyperlink in any promotional e-mail. MYBOSS may, from time to time, be required by government agencies to disclose certain information in connection with any audit or investigation. You understand that we are not required to contest any demand made by an (government) authority for such information.

Paragraph: 3

Privacy Policy: You acknowledge that you have read and agree to the Privacy Policy and consent to our collection, use and disclosure of your personal data for the purposes as set out in the Privacy Policy.

12. Termination the use platform and/or services

Paragraph: 1

Termination by us: In our sole and absolute discretion, we may with immediate effect, upon giving you notice, terminate your use of the platform and/or services and/or disable your member and merchant user ID number and Password. We may bar access to the platform and/or services (or any part thereof) for any reason whatsoever, including a breach of any of

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these terms of use or where if we believe that you have violated or acted inconsistently with any terms or conditions set out herein, or if in our opinion or the opinion of any regulatory authority, it is not suitable to continue providing the services relating to the platform.

Paragraph: 2

Termination by you: You may terminate these terms of use by giving seven days' notice in writing to us.

13. Notices

Paragraph: 1

Notices from us: All notices or other communications given to you if: communicated through any print, short message service (sms) left at your inbox or electronic media as we may select will be deemed to be notified to you on the date of publication or broadcast; or sent by post or left at your last known address will be deemed to be received by you on the day following such posting or on the day when it was so left.

Paragraph: 2

Notices from you: You may only give notice to us in writing sent to our designated address or e-mail address, and we shall be deemed to have received such notice only upon receipt. While we endeavour to respond promptly to notices from you, we cannot guarantee that we will always respond with consistent speed.

Paragraph: 3

Other modes: Notwithstanding we may from time to time designate other acceptable modes of giving notices (including but not limited to e-mail, short message service left in your inbox on the platform or other forms of electronic communication) and the time or event by which such notice shall be deemed given.

14. General

Paragraph: 1

Cumulative rights and remedies: Unless otherwise provided under these terms of use, the provisions of these terms of use and our rights and remedies under these terms of use are cumulative and are without prejudice and in addition to any rights or remedies we may have in law or in equity, and no exercise by us of any one right or remedy under these terms of use, or at law or in equity, shall (save to the extent, if any, provided expressly in these terms of use or at law or in equity) operate so as to hinder or prevent our exercise of any other such right or remedy as at law or in equity.

Paragraph: 2

No waiver: Our failure to enforce these terms of use shall not constitute a waiver of these terms, and such failure shall not affect the right later to enforce these terms of use. We would still be entitled to use our rights and remedies in any other situation where you breach these terms of use.

Paragraph: 3

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Severability: If at any time any provision of these terms of use shall be or shall become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this agreement shall not be affected or impaired thereby, and shall continue in force as if such illegal, invalid or unenforceable provision was severed from these terms of use.

Paragraph: 4

Rights of third parties: A person or entity who is not a party to these terms of use shall have no right under any legislation in any jurisdiction to enforce any term of these terms of use, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this Paragraph shall affect the rights of any permitted assignee or transferee of these terms of use.

Paragraph: 5

Governing law: Use of the platform and/or the services and these terms of use shall be governed by and construed in accordance with Philippines law and you hereby submit to the exclusive jurisdiction of the Philippine Courts. . Except as provided in the preceding sentence, any dispute, controversy, or claim arising out of or relating to this terms and conditions, or the breach, termination or invalidity thereof shall be settled through arbitration under Republic Act 9285 or the Alternative Dispute Resolution Act of 2004.

Paragraph: 6

Injunctive relief: We may seek immediate injunctive relief if we make a good faith determination that a breach or non-performance is such that a temporary restraining order or other immediate injunctive relief is the only appropriate or adequate remedy.

Paragraph: 7

Amendments: We may by notice through the platform or by such other method of notification as we may designate (which may include notification by way of e-mail or short message service), vary the terms and conditions of these terms of use, such variation to take effect on the date we specify through the above means. If you use the platform or the services after such date, you are deemed to have accepted such variation. If you do not accept the variation, you must stop access or using the platform and the services and terminate these terms of use. Our right to vary these terms of use in the manner aforesaid will be exercised with may be exercised without the consent of any person or entity who is not a party to these terms of use.

Paragraph: 8

Correction of errors: Any typographical, clerical or other error or omission in any acceptance, invoice or other document on the part of member and merchant shall be subject to correction without any liability on our part.

Paragraph: 9

Currency: Money references under these terms of use shall be in Philippines Peso.

Paragraph: 10

Language: In the event that these terms of use is executed or translated in any language other than English (“Foreign Language Version”), the English language version of these terms of use shall govern and shall take precedence over the Foreign Language Version.

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Paragraph: 11

Entire agreement: These terms of use shall constitute the entire agreement between you and us relating to the subject matter hereof and supersedes and replaces in full all prior understandings, communications and agreements with respect to the subject matter hereof.

Paragraph: 12

Binding and conclusive: You acknowledge and agree that any records (including records of any telephone conversations or short message service on the platform relating to the services, if any) maintained by us or our service providers relating to or in connection with the platform and services shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any information and/or data transmitted between us and you. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of such records merely on the basis that such records are in electronic form or are the output of a computer system, and you hereby waive any of your rights, if any, to so object.

Paragraph: 13

Sub-contracting and delegation: We reserve the right to delegate or sub-contract the performance of any of our functions in connection with the platform and/or services and reserve the right to use any service providers, subcontractors and/or agents on such terms as we deem appropriate.

Paragraph: 14

Assignment: You may not assign your rights under these terms of use without our prior written consent. We may assign our rights under these terms of use to any third party.

Paragraph: 15

Force Majeure: We shall not be liable for non-performance, error, interruption or delay in the performance of its obligations under these terms & conditions of use (or any part thereof) or for any inaccuracy, unreliability or unsuitability of the platform's and/or services' contents if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond our reasonable control.

15. Definitions of Terms

1. Definitions. Unless the context otherwise requires, the following expressions shall have the following meanings in these Terms & Conditions of Use:

Customer - has the same meaning as in the Terms & Conditions of Sale.

Intellectual Property - means all copyright, patents, utility innovations, trademarks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any

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past, current or future infringement, misappropriation or violation of any of the foregoing rights.

MYBOSS Indemnitees - means myboss and all of its respective officers, employees, directors, agents, contractors and assigns.

“myboss”, “we”, “our” and “us” refer www.my-boss.org company, a general partnership company pursuant to the laws of Philippines under reserve registration number RRN20160602021510137 and having its registered address at, Philippines.

Listing Price - means the price of products listed for sale to myboss community member by the merchant, as stated on the platform.

Listing ePoints - means the ePoints of products listed for sale to myboss community member by the merchant, as stated on the platform

Losses - means all penalties, losses, settlement sums, costs (including legal fees and expenses on a solicitor-client basis), charges, expenses, actions, proceedings, claims, demands and other liabilities, whether foreseeable or not.

Materials - means, collectively, all web pages on the Platform, including the information, images, links, sounds, graphics, video, software, applications and other materials displayed or made available on the Platform and the functionalities or services provided on the Platform.

Order - means your order for Products sent through the platform in accordance with the Terms & Conditions of Sale.

Password - refers to the valid password that a member and merchant who has an account with myboss may use in conjunction with the member and Merchant user ID number to access the relevant platform and/or services.

Personal Data - means data, whether true or not, that can be used to identify, contact or locate you. Personal data can include your name, e-mail address, billing address, shipping address and phone number. “Personal Data” shall be deemed to include any data that you have provided to us when registering to myboss community platform,

Platform - means (a) both the web and mobile versions of the website operated and/or owned by myboss which is presently located at the following URL: www.my-boss.org; and (b) the mobile applications made available from time to time by myboss, including the iOS and Android versions.

Privacy Policy - means the privacy policy set out here.

Product - means a product (including any instalment of the product or any parts thereof) available for sale to member by the merchant community member on the platform.

Prohibited Material - means any information, graphics, photographs, data and/or any other material that contains any computer virus or other invasive or damaging code, program or

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macro. That infringes any third-party intellectual property or any other proprietary rights. That is defamatory, libellous or threatening. That is obscene, pornographic, indecent, counterfeited, fraudulent, stolen, harmful or otherwise illegal under the applicable law, and/or may be construed as offensive and/or otherwise objectionable, in our sole opinion.

Services - means services, information and functions made available by us at the platform.

Submission - is as defined in these Terms of Use.

Terms & Conditions of Sale - means the terms and conditions governing a members and merchants of myboss community purchase of the products and are set out here.

Terms & Conditions of Use - means the recitals, Clauses 1 to 16 and any schedules to these terms and conditions.

Trademarks - means the trademarks, service marks, trade names and logos used and displayed on the platform, including the myboss trademark, which is property of www.myboss.org company limited.

Member and Merchant User ID number - refers to the unique login identification name or code which identifies a member and merchant who has an account with myboss community.

ePoint - means a epoint for credit which may be used by a member and merchant, subject to other terms and conditions, towards the payment of purchases on the platform.

You and “your” refer to the individuals over the age of 18 or otherwise under the supervision of a parent or legal guardian.