

Terms & Conditions of Sales

Introductions;

1. Definitions; Terms of Sales

Paragraph: 1

All promotional products and/or services from the www.my-boss.org website or any website associated with my-boss are offered to members of my-boss community with their face value and shall be subject to the terms and conditions of and the participating Merchant.

Paragraph: 2

The Merchant is the seller of the promotional products and/or services which the member is purchasing. MY-BOSS only provides the platform or venue for the sales offered by the featured Merchant. Thus, MY-BOSS cannot issue official receipts to the members. Also, my-boss cannot process and grant requests for refunds and/or exchange of goods and/or services. Once the member's made a request purchase by clicking the "request purchase" button on the platform, a ("transaction key number - TKN") will be generated. This "TKN" shall be submitted to the merchant for confirmation and approval of purchase request by the buyer. The merchant will be informed of the said request and process the sale. Member who made the request will confirm the sale is considered perfected by submitting the TKN to the merchant. Members are responsible for understanding the terms and conditions of use set out [here](#). Any controversy, dispute/s and/or claim/s for refund/s and/or exchange of purchased items which may either be product/s and/or service/s shall be addressed and resolved by the specific merchant from whom the member purchased the good/s and/or service/s. My-boss, in exceptional cases, may assist the member by coordinating with the merchant for information regarding the merchant's refund procedure.

Paragraph: 3

In special cases when a refund is demandable, no cash shall be returned, but instead the members of my-boss account shall be credited with the ePoints subject for the amount paid, minus the personal ePoints (PeP) Value. Personal ePoints (PeP) shall be used to ranking of members and merchant only and are not redeemable and refundable.

Paragraph: 4

The issuer of the ePoints is the Merchant. As such, the merchant shall be fully responsible for any and all injuries, illnesses, damages, claims, liabilities and costs suffered by or in respect of a member, caused in whole or in part by the merchant, as well as for any unclaimed property liability arising from unredeemed ePoints. eRewards and eBonuses are redeemable in their entirety only with a value of 1 ePoints is 1 Peso.

2. Purchase of Products

Paragraph: 1

Your compliance: You agree to comply with any and all the guidelines, notices, operating rules and policies and instructions pertaining to the purchase of products through the platform, as well as any amendments to the aforementioned, issued by my-boss (whether as part of use of the platform or in relation to the purchase of products, on behalf of merchant), from time to time. My-boss reserves the right to revise these guidelines, notices, operating

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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.

Paragraph: 2

Merchants and/or Sellers: Products are sold by “Merchants and/or Sellers” may also refer to a party other than my-boss (such party referred to in these Terms & Conditions of Sale as a (“Third Party Vendor”). A Third party vendor may be stated on the webpage listing that product. Products sold to you by third party vendor will be governed by individual customer contracts and shall be agreements entered into directly and only between the third party vendor and you.

Paragraph: 3

Product description: While third party vendor endeavours to provide an accurate description of the products, neither my-boss nor third party vendor warrants that such description is accurate, current or free from error. In the event that the product you receive is of a fundamentally different nature from the product as described on the platform and which you have ordered, request of replacement shall be apply.

Paragraph: 4

Placing your Order: You may place an order by clicking on the “Request Purchase” button. Third party vendor will not accept orders placed in any other manner. You shall be responsible for ensuring the accuracy of the order.

Paragraph: 5

You have the right to cancel your order within twenty-four hours from the time of your order (“Cooling Off Period”). The cancellation must be communicated to third party vendor using “message system” on the platform within the cooling off period. Upon the expiration of the cooling off period, all orders are irrevocable and unconditional: All orders will be deemed to be irrevocable and unconditional upon transmission through the platform and seller shall be entitled (but not obliged) to process such order(s) without your further consent and without any further reference or notice to you. You may request to cancel or amend the order which seller will endeavour to give effect to on a commercially reasonable effort basis. However, notwithstanding the foregoing, seller is not obliged to give effect to any request to cancel or amend any order.

Paragraph: 6

Seller’s reservation of rights in respect of orders: All orders shall be subject to seller’s acceptance in its sole discretion and each order accepted by seller (such accepted order to be referred to as a “customer contract”) shall constitute a separate contract. You acknowledge that seller shall not be party to any legally binding agreements or promises made between seller and you for the sale or other dealings with the product(s) and accordingly seller shall not be liable for any losses which may be incurred as a result. For the avoidance of doubt, seller reserves the right to decline to process or accept any order received from or through the platform in its absolute discretion.

Paragraph: 7

Termination by Seller in the event of pricing error: Seller reserves the right to terminate the customer contract, in the event that a product has been mispriced on the platform. Seller will

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notify you of such cancellation through our “message button” on the platform. Seller shall have such right to terminate such customer contract.

Paragraph: 8

Product Warranty: The warranties with respect to a product (“product warranty”) sold under a customer contract shall be as stated by seller via the platform, under the “specifications” tab in the field “product warranty” for the relevant product, and shall be limited by the terms and conditions therein. The warranties and conditions, remedies for breach of warranty or condition, or other terms stated in the product warranty are, unless expressly prohibited by applicable mandatory law, in lieu of all other terms, warranties and conditions, whether expressed or implied, statutory or otherwise. Except as expressly provided in such product warranty, seller excludes (unless expressly prohibited by applicable mandatory law) all other express or implied terms, warranties or conditions with respect to the products supplied.

Paragraph: 9

Customer’s acknowledgement: You acknowledge and warrant that you have not relied on any term, condition, warranty, undertaking, inducement or representation made by or on behalf of seller which has not been stated expressly in a customer contract or upon any descriptions or illustrations or specifications contained in any document including any catalogues or publicity material produced by seller. You also acknowledge and agree that to the extent allowed under Philippine law, the exclusion of warranties, exclusion of liability and exclusion of remedies in these terms & conditions of sale and customer contracts allocate risks between the parties and permit seller to provide the products at lower fees or prices than seller otherwise could and you agree that such exclusions on liability are reasonable.

Paragraph: 10

No representations or warranties: Without prejudice to the generality of the foregoing Clause on **Paragraph:9** and to the extent allowed under Philippine law:

- a. no condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the products supplied or that they will be suitable for any particular purpose or use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to seller;
- b. any actions arising from the breach of any warranty or representation, or any right to damages, whether express or implied, shall be extinguished if an action is not brought against my-boss within 7 days from the date of delivery, or from the scheduled delivery of the product.
- c. My-boss shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, intangible losses, and any other type of damages caused by any breach of a third party vendor’s implied or express warranty on the products;
- d. for products shipped internationally, please note that any manufacturer warranty may not be valid; manufacturer service options may not be available; product manuals, instructions and safety warnings may not be in destination country languages; the products (and accompanying materials) may not be designed in accordance with destination country standards, specifications, and labelling requirements;
- e. seller is not liable for any Losses suffered by any third party directly or indirectly caused by repairs or remedial work carried out and the customer shall indemnify seller against all losses arising out of such claims;

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- f. seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Products has not been paid in cleared funds by the due date for payment; and
- g. to the extent allowed under Philippine law, seller shall be under no liability whatsoever in respect of any defect in the Products arising after the expiry of the applicable product warranty, if any.

Paragraph: 11

Intellectual Property:

- a. Unless the prior written consent of merchant has been obtained, the customer shall not remove or alter the trade marks, logos, copyright notices, serial numbers, labels, tags or other identifying marks, symbols or legends affixed to any products.
- b. Where software applications, drivers or other computer programmes and/or all other design details, technical handbooks or manuals, drawing or other data (all collectively referred to as “product materials”) are supplied to the customer by seller in connection with the order, the use and retention of the product materials are subject to the terms and conditions of licence or use (such as end-user licences, restrictions or conditions of use) as may be prescribed by seller or its licensors and must not be used other than strictly in accordance with such terms and conditions.
- c. The customer agrees and acknowledges that the product materials shall remain the property of seller or its licensors. The customer further agrees that any and all intellectual property embodied in or relating to the product materials shall remain the sole and exclusive property of seller or its licensors. Unless otherwise expressly provided in the Order or the prior written consent of merchant has been obtained, the customer undertakes to return the product materials and/or any copies thereof upon merchant’s request.

3. Delivery of Products

Paragraph: 1

Address: Delivery of the Products shall be made to the address you specify.

Paragraph: 2

Shipping & packing charges: Shipping and packing charges shall be as set between you and the merchant.

Paragraph: 3

Tracking: You may track the status of the delivery based on the tracking information given to you by the merchant.

Paragraph: 4

Delivery timeframe: You acknowledge that delivery of the products is subject to availability of the products. Seller will make every reasonable effort to deliver the product to you within agreed delivery timeframe, but you acknowledge that while stock information on the platform is updated regularly, it is possible that in some instances a product may become unavailable between updates. All delivery timeframes given are estimates only and delays can occur. If

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the delivery of your product is delayed seller will inform you accordingly via “message system” on the platform and your product will be dispatched as soon as it becomes available to seller. The time for delivery shall not be of the essence, and seller shall not be liable for any delay in delivery whatsoever caused.

Paragraph: 5

Deemed receipt: In the event you do not receive the product by the projected delivery date, seller will try, to the best of seller’s ability, to locate and deliver the product. If seller does not hear from you within 3 days from such projected delivery date, you shall be deemed to have received the product subject to your rights under Philippine law.

Paragraph: 6

Customer’s failure to take delivery: If the customer fails to take delivery of the products (otherwise than by reason of any cause beyond the customer’s reasonable control or by reason of seller’s fault) then without prejudice to any other right or remedy available to seller, seller may terminate the customer contract.

4. Prices of Products

Paragraph: 1

Listing Price: The price of the products payable by a customer shall be the listing price at the time at which the order placed by the customer is transmitted to seller (through the platform).

Paragraph: 2

Taxes: All listing prices are subject to taxes, unless otherwise stated. Seller reserves the right to amend the listing prices at any time without giving any reason or prior notice.

5. Payment Facilities

Paragraph: 1

General: You may pay for the Product using any of the payment methods prescribed by my-boss on the platform from time to time. When you place an order, actual payment will be only charged upon seller’s acceptance of your order and formation of a customer contract. All payments shall be made directly to seller, either accepting payment in its own right or as seller’s agent (where seller is a third party vendor).

Paragraph: 2

Additional terms: The payment methods may be subject to additional terms as prescribed by my-boss from time to time.

Paragraph: 3

Payment methods: You agree that you are subject to the applicable user agreement of your payment method. You may not claim against seller or any of its agents (which may include my-boss), for any failure, disruption or error in connection with your chosen payment method. My-boss reserves the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.

Paragraph: 4

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Invoicing: Seller may invoice you upon the due date of any payment under a customer contract.

Paragraph: 5

Failure to pay: If the customer fails to make any payment pursuant to the terms and conditions of the payment method elected or payment is cancelled for any reason whatsoever, then without prejudice to any other right or remedy available to seller, seller shall be entitled to cancel the customer contract or suspend delivery of the products until payment is made in full.

Paragraph: 6

Refund of Payment:

- a. All refunds shall be made via the original payment mechanism and to the person who made the original payment, where refunds will be made via ePoints credit into the individual's my-boss account provided that complete and accurate my-boss account details are provided to seller.
- b. We offer no guarantee of any nature for the timeliness of the refunds reaching your account. The processing of payment may take time and it is subject to the availability of merchant/seller ePoints.
- c. All costs associated with the refund process imposed by the processing merchant/seller and/or payment provider shall be borne by the person who made the original payment.
- d. All refunds are conditional upon merchant/seller acceptance of a valid return of the product.
- e. We reserve the right to modify the mechanism of processing refunds at any time without notice.
- f. The guidelines regarding the refunds process will be agreed upon by the buyer and the merchant/seller

6. Returns and/or Replacements

Paragraph: 1

Return Policy: All returns must be done in accordance with the instructions of the seller. Seller is not obliged to agree to any return unless all such instructions are followed to seller's satisfaction. Should seller agree to the return, seller will deliver the replacement product to your specified address.

Paragraph: 2

Permitted returns: Subject to **Paragraph:1**, within 14 days for items covered under satisfaction guaranteed, and 7 days for items covered under 100% buyer protection, from the date of delivery of the Product, you may return a Product when you:

- a. receive a product that is fundamentally different in nature from the product specified in the customer contract;
- b. receive a faulty or damaged product;
- c. receive a product that is not as advertised on the platform;
- d. wrong item is delivered;
- e. receive a product that has missing parts/items; or

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- f. receive a product that does not fit (for fashion items).

Paragraph: 3

Replacement Products: When merchant/seller has provided replacement products or given the customer a refund, the non-conforming products or parts thereof shall become seller's property and upon request such products or parts thereof should be shipped back to seller.

Paragraph: 4

Risk of damage or loss: Risk of damage to or loss of the products shall pass to the customer at the time of delivery, or if the customer wrongfully fails to take delivery of the products, the time when merchant/seller (via merchant/seller or merchant's/seller's agents) has tendered delivery of the products.

Paragraph: 5

In cases where the customer refuses to take possession of the product without sufficient cause or justification, or returns the item without sufficient cause or justification, merchant/seller will safely keep the item for a period of seven (7) days, reckoned from the date merchant/seller receives the product from customer. After the lapse of such period, the product or item is deemed abandoned by customer, and merchant/seller may dispose of the product or item. Notwithstanding the foregoing, merchant/seller will use its best efforts to return the product to the customer within the time frame provided.

7. Questions and complaints

Paragraph: 1

If you have any questions or complaints, please contact my-boss using the "Chat support" button on the platform. MY-BOSS will communicate with sellers on your questions and complaints.

8. Termination

Paragraph: 1

Cancellation by you: You may cancel the customer contract before seller dispatches the products under such customer contract by using "message system" to merchant/seller on the platform, If the Products have already been dispatched, you may not cancel the customer contract but may only return the products in accordance with Clause 6.

Paragraph: 2

Cancellation by Seller: Without prejudice to any other right of termination elsewhere in these Terms & Conditions of Sale, Seller or Merchant, may stop any products in transit, suspend further deliveries to the customer and/or terminate the customer contract with immediate effect by sending message using "message system" on the platform to the customer on or at any time after the occurrence of any of the following events:

- a. the products under the customer contract being unavailable for any reason;
- b. the customer being in breach of an obligation under the customer contract;

9. Risk and property of the Goods

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Paragraph: 1

Risk of damage to or loss of the Goods shall pass to the customer at the time of delivery or if the customer wrongfully fails to take delivery of the goods, the time when merchant/seller has tendered delivery of the goods.

Paragraph: 2

Notwithstanding delivery and the passing of risk in the goods or any other provision of these conditions the property in the goods shall not pass to the customer until merchant/seller has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold to the customer for which payment is then due.

Paragraph: 3

Until such time as the property in the goods passes to the customer, the customer shall hold the goods as merchant's/seller's fiduciary agent and bailee and shall keep the goods.

Paragraph: 4

The Customer agrees with merchant/seller that the customer shall immediately notify merchant/seller of any matter from time to time affecting merchant's/seller's title to the goods and the customer shall provide merchant/seller with any information relating to the goods as merchant/seller may require from time to time.

Paragraph: 5

Until such time as the property in the goods passes to the customer (and provided the goods are still in existence and have not been resold) merchant/seller shall be entitled at any time to demand the customer to deliver up the goods to merchant/seller and in the event of non-compliance merchant/seller reserves its right to take legal action against the customer for the delivery up the goods and also reserves its right to seek damages and all other costs including but not limited to legal fees against the customer.

Paragraph: 6

The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of merchant/seller but if the customer does so all moneys owing by the customer to merchant/seller shall (without prejudice to any other right or remedy of merchant/seller) forthwith become due and payable.

Paragraph: 7

If the provisions in this Condition are not effective according to the law of the country in which the goods are located, the legal concept closest in nature to retention of title in that country shall be deemed to apply mutatis mutandis to give effect to the underlying intent expressed in this condition, and the Customer shall take all steps necessary to give effect to the same.

Paragraph: 8

The customer shall indemnify my-boss, all of its respective officers, employees, directors, agents and contractors against all loss damages costs expenses and legal fees incurred by the customer in connection with the assertion and enforcement of my-boss rights under this condition.

10. Limitation of liability

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Paragraph: 1

Sole remedies of customer: The remedies are the customer's sole and exclusive remedies for non-conformity of or defects in the products.

Paragraph: 2

Maximum Liability: Notwithstanding any other provision of these terms & conditions of sale, seller's maximum cumulative liability to you or to any other party for all losses under, arising out of or relating to the sale of products under each customer contract, will not exceed the sums that you have paid to seller under such customer contract.

Paragraph: 3

Exclusion of liability: MY-BOSS indemnities 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:

- a. amounts due from other users of the platform in connection with the purchase of any product;
- b. the sale of the products to you, or its use or resale by you; and
- c. any defect arising from fair wear and tear, wilful damage, misuse, negligence, accident, abnormal storage and or working conditions, alteration or modification of the products or failure to comply with seller's instructions on the use of the products (whether oral or written).

11. General

Paragraph: 1

References to "MY-BOSS": References to "my-boss" in these terms and conditions of sale apply both to my-boss actions on its own behalf as the operator of the platform or as the agent of third party vendors as merchant/sellers in respect of each and every customer contract.

Paragraph: 2

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

Paragraph: 3

Warranties: The implied warranty under the New Civil Code of the Philippines against hidden defects and the rights of a consumer under Title III, Chapter III of the Consumer Act of the Philippines shall apply.

Paragraph: 4

No waiver: Merchant's/Seller's failure to enforce these terms & conditions of sale shall not constitute a waiver of these terms, and such failure shall not affect the right later to enforce

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these terms & conditions of sale. Merchant/Seller would still be entitled to use its rights and remedies in any other situation where you breach these terms & conditions of sale.

Paragraph: 5

Severability: If at any time any provision of these terms & conditions of sale 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 & conditions of sale.

Paragraph: 6

Rights of third parties: A person or entity who is not a party to these terms & conditions of sale shall have no right under any legislation in any jurisdiction to enforce any term of these terms & conditions of sale, 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 Clause shall affect the rights of any permitted assignee or transferee of these terms & conditions of sale.

Paragraph: 7

Governing law: These terms & conditions of sale shall be governed by, and construed in accordance with the laws of Philippines and you hereby submit to the exclusive jurisdiction of the Courts of Antipolo City in the Philippines.

Paragraph: 8

Except as provided for in **Paragraph 7**, 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: 9

Injunctive relief: Merchant/Seller may seek immediate injunctive relief if Merchant/Seller makes 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: 10

Amendments: Merchant/Seller may by notice issued jointly with my-boss through the platform or by such other method of notification as merchant/seller may designate solely through my-boss (which may include notification by way of e-mail), vary the terms and conditions of these terms & conditions of sale, such variation to take effect on the date merchant/seller specifies 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 & conditions of sale. Merchant's/Seller's right to vary these terms & conditions of sale in the manner aforesaid will be exercised with the joint involvement of my-bosses (either via the Portal or such other means as my-boss prescribes) and subject to the foregoing, may be exercised without the consent of any person or entity who is not a party to these terms & conditions of sale. The version of terms & conditions of sale applicable to any particular order is the latest version in force.

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Paragraph: 11

Correction of errors: Any typographical, clerical or other error or omission in any acceptance, invoice or other document on merchant's/seller's part shall be subject to correction without any liability on merchant/seller's part.

Paragraph: 12

Currency: Money references under these terms & conditions of sale shall be in Philippines Pesos.

Paragraph: 13

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

Paragraph: 14

Entire agreement: These terms & conditions of sale shall constitute the entire agreement between you and merchant/seller 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: 15

Binding and conclusive: You acknowledge and agree that any records (including short message service (sms), records of any telephone conversations relating to the services, if any) maintained by merchant/seller or its 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 merchant/seller and you.

Paragraph: 16

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: 17

Subcontracting and delegation: MY-BOSS reserves the right to delegate or subcontract the performance of any of its functions in connection with the performance of its obligations under these terms & conditions of sale and reserves the right to use any service providers, subcontractors and/or agents on such terms as my-boss deems appropriate.

Paragraph: 18

Assignment: You may not assign your rights under these terms & conditions of sale without merchant's/seller's prior written consent. Merchant/Seller may assign its rights under these terms & conditions of sale to any third party.

Paragraph: 19

Force Majeure: Neither my-boss nor merchant/seller shall not be held liable for non-performance, error, interruption or delay in the performance of its obligations under these

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terms & conditions of sale (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 my-boss or merchant's/seller's reasonable control.

Definitions and Interpretation

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

“Business Day” - means a day (excluding Saturdays and Sundays) on which banks generally are open for business in Philippines.

“Customer” - means an authorised user of the Platform and/or the Services. Has registered via online registration, have accepted and read the Terms of Use, Terms & Conditions, Privacy Policy and all other Rules and obtained an exclusive access to the Platform.

“Customer Contract” - shall be as defined in Clause 2. **Paragraph: 6**

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

“MY-BOSS Indemnitees” - means my-boss, its affiliates and all of its respective officers, employees, directors, agents, contractors and assigns.

“MY-BOSS” - refers to www.my-boss.org, a partnership company pursuant to the laws of Philippines under registration number, Philippines.

“Listing Price” - means the price of Products listed for sale to Customers, as stated on the Platform.

“Losses” - means all 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.

“Request Purchase” - 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 Customer who has an account with my-boss may use in conjunction with the User ID to access the relevant Platform and/or Services.

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“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, phone number and cellphone number information.

“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 my-boss, including the iOS and Android versions.

“Product” - means a product (including any installment of the product or any parts thereof) available for sale to Customers on the Platform.

“Product Warranty” - means the warranty provided for a product sold on the platform.

“Return Policy” - means the return policy as described in Clause 6. **Paragraph 1 -5**

“Third Party Vendor” - means a seller or merchant which, with MyBoss permission, uses the Platform and/or Services to sell Products to Customers, and excludes MyBoss.

“Seller or Merchant” - means a seller of Products as described in Clause 2. **Paragraph 2**, and includes a Third Party Vendor.

“Services” - means services, information and functions made available by merchant/Seller at the Platform.

“Terms & Conditions of Sale” - means Clauses 1 to 11 and any Schedules to these terms and conditions.

“Terms of Use” - means the terms and conditions governing the Customer’s use of the Platform and/or Services.

“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.my-boss.org co. Ltd.

“User ID” - refers to the unique login identification number or code which identifies a Customer who has an account with my-boss.

“ePoint” - means electronic points credit which may you acquire every time you purchase products at the merchant/seller,

“PeP” - means personal electronic point (PeP) credit which may you acquire every time you purchase products at the merchant/seller, may use towards your ranking on my-boss referral and loyalty reward system 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.

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2. Interpretation: Any reference in these Terms & Conditions of Sale to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. In these Terms & Conditions of Sale, whenever the words “include”, “includes” or “including” are used, they will be deemed to be followed by the words “without limitation”. Unless expressly indicated otherwise, all references to a number of days mean calendar days, and the words “month” or “monthly” as well as all references to a number of months means calendar months. Clause headings are inserted for convenience only and shall not affect the interpretation of these Terms & Conditions of Sale. In the event of a conflict or inconsistency between any two or more provisions under these Terms & Conditions of Sale, whether such provisions are contained in the same or different documents, such conflict or inconsistency shall be resolved in favour of MY-BOSS and the provision which is more favourable to MY-BOSS shall prevail.

Any terms or conditions for the product or service that you purchased using www.my-boss.org Platform is strictly between you and merchant/seller to deliver the said product or services as posted on the Platform. Furthermore, you hereby release and hold harmless www.my-boss.org from all liability arising from the payment you have made, as all liability shall reside with the merchant/seller.