

# **TERMS AND CONDITIONS**

These Terms and Conditions govern the provision of the freelancing services provided by the Service Provider, which includes but is not limited to automation systems, workflows, lead capture, booking systems, and course creation (the “Services”).

By engaging the Service Provider in availing the Services provided, the Client/User hereby agrees to be bound by these Terms and Conditions.

## **I. SCOPE OF SERVICES**

The Services may include, but are not limited, to the following:

- i. Automation System Setup and Configuration as deemed necessary by the Service Provider;
- ii. Workflow Design and Implementation;
- iii. Lead Capture and Form Systems;
- iv. Calendar and Booking System Setup; and
- v. Course Creation and Digital Platform Setup.

Specific deliverables, timeless, and fees shall be agreed upon by the Service Provider and the Client/User separately on a case-to-case basis.

## **II. CLIENT/USER OBLIGATIONS**

The Client/User agrees to the following:

- i. Provide accurate, complete, and lawful information to the Service Provider;
- ii. Ensure that any data content, or materials submitted, do not violate any and all applicable laws or third-party rights;
- iii. Secure necessary consents from data subjects as necessary; and
- iv. Maintain reasonable cooperation throughout the engagement with the Service Provider.

## **III. FEES AND PAYMENT TERMS**

Fees shall be agreed upon prior to the commencement and performance of the Services or unless separately agreed upon in writing by the Client/User and Service Provider.

Unless otherwise agreed upon, any and all payments made to the Service Provider are non-refundable. Failure to make timely payments, unless expressly consented to by the Service Provider, may result in suspension or complete termination of the Services and the engagement.

## **IV. INTELLECTUAL PROPERTY RIGHTS**

All pre-existing tools, systems, templates, methodologies, and know-how remain the exclusive property of the Service Provider unless otherwise agreed in writing.

The Client/User shall be granted a limited, non-exclusive, non-transferable right to use deliverables solely for their internal business purpose or as may be agreed upon with the Service Provider.

## **V. CONFIDENTIALITY**

Both Parties agree to maintain the confidentiality of non-public business, technical, and personal information obtained during the engagement and for a period of three (3) years after the engagement has been

terminated or from the date the Service Provider has completed and performed all the Services availed of by the Client/User.

The Service Provider may share relevant information with authorized consultants, contractors, collaborators, and/or service providers, as deemed necessary, strictly on a need-to-know basis, and solely for purposes directly related to the performance of the services.

All such third-parties shall be subject to confidentiality and data protection obligations as provided herein and the corresponding Privacy Policy of the Service Provider.

## **VI. LIMITATION OF LIABILITY**

To the fullest extent permitted by the applicable law, the Service Provider shall not be liable for any and all indirect, incidental, consequential, or special damages as a result of the Services provided to the Client/User.

No guarantees are given regarding specific business outcomes, leads, sales, or revenue as it pertains to the Service Provider and the Services provided for and availed of by the Client/User.

## **VII. INDEMNIFICATION**

The Client/User agrees to indemnify and hold harmless the Service Provider from claims arising out of the Client/User's use of the Services or violation of these Terms and Conditions.

## **VIII. TERMINATION**

Either Party may terminate the engagement upon reasonable notice. Obligations incurred prior to termination shall remain enforceable unless the Parties mutually agree to terminate the same upon the termination of the engagement.

## **IX. APPLICABLE LAW AND EXCLUSIVE VENUE**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

All actions, suits, or proceedings arising out of or in connection with these Terms and Conditions or the Services provided by the Service Provider shall be filed exclusively in the proper courts of Pasay City, to the exclusion of all other courts and venues.

## **X. AMENDMENTS**

These Terms and Conditions may be amended as deemed necessary by the Service Provider. Notice to the Client/User and continued engagement shall be deemed accepted of the updated Terms and Conditions.

## **XI. ARBITRATION**

Any dispute, controversy, or claim arising out of or relating to these Terms and Conditions or the Services provided by the Service Provider, including their validity, interpretation, performance, or termination, shall be finally resolved by arbitration prior to any institution of cases in any court. The arbitration shall be conducted in accordance with the rules of the Philippine Dispute Resolution Center, Inc. (PRDRCI).

The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines. The arbitral award shall also be accepted as final and binding upon the Parties.

## **XII. CONTACT INFORMATION**

For inquiries, requests, or concerns regarding the Terms and Conditions under any engagements with the Service Provider exclusively, the Client/User may contact the Service Provider through any and all applicable communication channels or platforms as the case may be.