

Terms of Use

Effective Date: 1 December 2019

Please read this terms of use agreement (“Terms of Use”) carefully as it sets forth the legally binding terms for your use of the On The Map mobile application, web application, and/or all Services (defined below). By accessing or using the mobile application, web application, and/or any of the Services, you agree to be bound by the terms and conditions herein. You further acknowledge and agree to our Privacy Policy. If you do not agree to these Terms of Use or our Privacy Policy, please do not use this mobile application, web application, or any of our services.

1. Definitions

Company: Lighthouse Media Inc., a corporation incorporated in Quezon City, Metro Manila, NCR, Philippines, the developer, owner, and operator of On The Map and certain services provided through On The Map and our website www.areyouonthemap.com, as well as all of Lighthouse Media Inc.’s subsidiaries and affiliates.

User: An individual or an entity from the general public that provides User Content to be accessed by the Services through the On The Map website and application and authorizes other Users to access the User Content through the Services.

Party, Parties: User or Company, or both.

On The Map: A software application developed by Company which can be accessed through mobile devices, desktop or web browser.

Services: Lighthouse Media Inc. has developed On The Map, an online platform that serves as a directory providing an engine that helps people find local establishments and services within a specified community. The Services may be accessed via the On The Map website and mobile application available on Play Store and App Store. The Services are not, and do not provide a venue for any financial transactions for any of the establishments and services on our listings.

User Content: Data provided to Company to be accessed or processed by the Services by users from the general public. Data may be in any format including text, video, audio, image, or a combination thereof. User Content may include, but is not limited to, Company name, Establishment name, Service Name, Contact Person, contact information such as Address, Telephone and or Mobile Numbers, Email Addresses, Logos, Products and/or Services, Pricing information, and Images.

2. Changes

Company reserves the right to change, modify, add, or remove these Terms of Use at any time, and Users agree, including by virtue of continued use of On The Map or Services, to be bound by any such changes. To the extent permitted by law, any changes become effective immediately upon posting. Unless explicitly stated otherwise, any new features or functionality that augment or enhance On The

Map or Services shall be subject to these Terms of Use. It is the Users' responsibility to check these Terms of Use periodically for any modifications.

3. User Accounts

A) ACCOUNT INFORMATION AND SECURITY

Users are required to register an account in order to access and use some or all of the features of On The Map or Services. Users may further be required to purchase a subscription or make other payments as described in more detail in Payment Terms to access and use some or all of the features of On The Map or Services. Users are required to be at least 18 years of age to register an account.

Users agree to provide and maintain true, accurate, current, and complete registration information. Users are solely responsible for maintaining the confidentiality of their passwords and any other account access information. Users are fully responsible for any activities of their accounts. Users agree to immediately notify Company of any compromise of their account access information or any other breach of security. Company is not liable from Users' failure to maintain the security of their account access information.

B) PROHIBITED ACTIVITIES

Users agree NOT to use their access to On The Map or Services through their account to:

Falsely state or otherwise misrepresent Users' affiliation with another User, person, or entity;

Falsely assume the identify of any person or entity or allow another person or entity to access a User's account to assume the User's identity;

Violate any applicable laws;

Violate the rights of another, including, but not limited to, privacy, publicity, and intellectual property rights;

Collect information or other personal information of others from On The Map or Services by any means for the purposes of sending unsolicited communications;

Use, access, advertise or offer to sell or buy any goods or services or perform any other form of solicitation that constitutes any form of conflict of interest with the Services offered by On The Map;

Promote or assist any criminal activity or enterprise;

Obtain or attempt to access or otherwise obtain any information, confidential or otherwise, through any means not intentionally provided through On The Map or Services.

Company reserves the right to terminate or suspend Users who commit prohibited activities. In appropriate circumstances, Company may take appropriate legal action, including reporting Users to appropriate authorities when Company believes, in its sole discretion, that a User's actions violates the rights of any party or applicable law.

6. User Content

A) ACCESS AND OWNERSHIP

Users may provide User Content to Company to be processed by its Services. User Content will be stored on Company's third party servers in Singapore. Users may choose restrict access to their User Content to themselves, to select other Users, all other Users, or the general public (collectively "Levels of Access").

Users represent and warrant that they own all right, title, and interest in all User Content provided to Company, including but not limited to, copyrights, trademarks, and rights of publicity contained therein, or have obtained all necessary permissions for such User Content. Users further represent and warrant that they have made all necessary disclosures and obtained all necessary permissions in order for Services to access and process the User Content and for the Level of Access to User Content User grants to others required by all applicable laws, including but not limited to, laws applying to privacy, personal health information, rights of publicity, export control, and intellectual property.

Users maintain ownership of all User Content. Users grant to Company and its successors a worldwide, non-exclusive, limited term license to access, use, process, copy, distribute, perform, export, and display User Content as reasonably necessary to provide, maintain, update, or improve On The Map or Services; prevent or repair service, security, support, or technical problems; as required by law (e.g., warrant or subpoena); or expressly authorized by User (e.g., as denoted by User's selected Level of Access).

B) SECURITY

Protection of User Content is important to Company. Company maintains reasonable administrative, physical, and technical safeguards with regards to User Content. Those safeguards include measures for preventing unauthorized access, use, modification, deletion and disclosure of User Content by our employees. Company may share User Content with third party service providers to the extent reasonably necessary to provide On The Map, the Services, and security thereof to Users. Company's third party service providers maintain reasonable security measures to protect the confidentiality and security of User Content and prevent unauthorized access.

C) ACCEPTABLE USER CONTENT POLICY

In addition to Users agreeing that they have the right to submit User Content to Company, Users further agree that User Content will/do NOT:

- Infringe any intellectual property or other proprietary rights of another
- Be Intentionally false or misleading
- Violate Users' contractual duties of confidentiality to another
- Contain software viruses or any other computer code, files or programs designed to interrupt, destroy, provide unauthorized access, or limit the functionality of any computer software or hardware or telecommunications equipment
- Pose or create a privacy or security risk to any person or entity
- Be unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, hateful racially or ethnically, disparaging of another person's gender, age, or sexual preference, or is otherwise objectionable in Company's sole discretion
- Restrict or inhibit another person from utilizing On The Map or its Service

- Expose the Company, other Users, or any other person or entity, to harm or liability of any kind
- Promote or provide instructions for performing or participating in illegal activities
- Violate Users' organizational policies or any applicable laws

Company reserves the right to remove User Content and terminate or suspend Users who submit User Content that violates this policy. In appropriate circumstances, Company may take appropriate legal action, including reporting Users to appropriate authorities when Company believes, in its sole discretion, that User Content violates the rights of any party or applicable law.

D) COMMUNITY CONTENT

On The Map and Services may include messaging, forums, and other social platforms that may be generally accessible ("Communities"). Data or other information submitted by Users to these Communities are deemed Community Content. Community Content is subject to the same Acceptable User Content Policy as User Content.

Community Content does not represent the opinions of Company or its affiliates. Community Content that Company believes, in its sole discretion, is offensive, inappropriate, or not otherwise keeping with the spirit of the page, such as advertising, spam, posts that reflect irresponsible practices, are off-topic, or contain vulgar language, content that may violate the rights of others, or violate any social community's terms of use, may be removed. Company also reserve the right to block Users from posting Community Content.

By submitting or uploading Community Content, including but not limited to, stories, comments, photos, or videos, Users are authorizing Company to use, publish, and otherwise reproduce, modify, and distribute Community Content with or without attribution to Users in perpetuity, worldwide in any and all Company or On The Map related media for any lawful purpose. These uses may include, but are not limited to, information, education, promotion, or advertising of On The Map or its products via the Internet, web sites, mobile apps, and social media. If individuals other than Users appear in a photo or video, Users must have permission to use the photo or video from the individuals prior to posting in Communities.

E) FEEDBACK

Users agree that submission of any ideas, suggestions, documents, and/or proposals to Company through its suggestion, feedback, wiki, forum or similar pages ("Feedback") is at Users' own risk and that Company has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. Users represent and warrant that they have all rights necessary to submit the Feedback. Users hereby grant to Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights.

7. Terms Specific to Users

A) ACCESS MANAGEMENT

Users are responsible for managing access to their User Content by designating levels of access as appropriate. It is the Users' responsibility to revoke access to their internal Users when such Users are no longer permitted to access their User Content (e.g., workforce members no longer employed by the Institutional User's organization).

B) TERMS AND COMPLIANCE

Users may impose additional terms and conditions on access to their User Content. All Users shall ensure that access to User Content comply with the Terms of Use and shall terminate access to the User Content of any User who does not comply with the Terms of Use or whose relationship with the User terminates. Company may deny or suspend any individual's access to the Users' User Content, On The Map or Services with or without written notice if, in its sole discretion, Company believes that the individual's use of the Users' User Content, On The Map or Services is unauthorized or would violate any provision of the Terms of Use.

C) BRANDING AND ATTRIBUTION FOR PREMIUM USERS

Premium Users acknowledge and agree that: (a) On The Map or Services incorporated into their application and/or website will be branded by Company using its "On The Map" trademarks, and (b) upon integration of a On The Map interface or other Services into the Premium User's application and/or website, the Premium User's application will link to the On The Map website or Services interface(s) via a hovering button in the form of Company's "On The Map" avatar, which will be visible at all times in the Premium User's application's user interface and/or website, and the Premium User's website and/or application's "about" or similar screen will identify Company as the provider of On The Map and/or Services and the owner of the associated trademarks, all in a manner approved by Company in writing and consistent with any applicable trademark usage guidelines furnished by Company from time to time. Premium Users will not attempt to remove or obscure the Company branding described above, and all goodwill arising from the use of Company's "On The Map" logo and other trademarks will belong solely to Company.

C) TERMS AND COMPLIANCE

All use of On The Map or Services integrated into the User's application is subject to this Terms of Use and Company's Privacy Policy.

D) USER SUPPORT

Company has no obligation to provide Regular users with technical support or other assistance in relation to their use the application. All Users are responsible for all user interactions outside of the On The Map or Services and addressing all user complaints and technical issues with Integration User's application.

9. Payment Terms

PURCHASES AND SUBSCRIPTIONS

While some Services may be free of charge, Users may purchase certain products and Services as detailed in Company's Pricing Information. All products and Services must be paid for in advance. All payments are non-refundable except as expressly provided herein or in the Pricing Information. For subscription-based products or Services, any downgrade in subscription level by a Premium User will become effective only after the subscription at the original level has expired. That is, a Premium User will not receive any refund or credit if the User downgrades their subscription level prior to the expiration of their original subscription.

Fees are in Philippine Peso and do not include any applicable levies, duties, governmental fees, or other taxes unless otherwise stated. Premium Users are responsible for paying all taxes applicable to their jurisdiction. Users are further responsible for any fees charged by their chosen payment method (e.g., credit card service charge).

Unless Pricing Information states otherwise all subscriptions automatically renew for additional periods equal to the length of the preceding term at the same price unless the Company gives Users at least thirty days' notice of a change in the price. Either Party can give the other notice of non-renewal of a subscription at least thirty days before the end of a subscription period to stop the subscription from automatically renewing.

Upon cancellation of a subscription or other decision by Premium Users not to pay for products or Services requiring payment, Company reserves the right delete all User Content if Premium Users do not renew their subscription or make another purchase required for maintaining access to User Content within thirty days.

10. Availability of On The Map and Services

Company aims to keep On The Map and Services available twenty-four (24) hours a day, seven (7) days a week, and to maintain saved information. Company further aims to provide Users advanced notice of scheduled unavailability due to maintenance or other events. However, Company shall not be liable for lost, altered, or corrupted information or non-availability of the Services, with or without warning.

11. Intellectual Property

A) On The Map and Services

Users agree On The Map and the Services may contain code, algorithms, information, ideas, or features that are protected by copyright, patent, trademark, trade secret or other intellectual property rights. Except as expressly authorized by these Terms of Use, Users agree not to modify, copy, frame, scrape, rent, lease, loan, sublicense, sell, distribute or create derivative works based on On The Map or Services, in whole or in part. Users agree not to engage in or use any reverse engineering, data mining, robots, scraping or similar data gathering or extraction methods. Users agree not to sell, assign, sublicense, or otherwise transfer any right in On The Map or Services granted to them herein. Any use of On The Map, Services, or Company's intellectual property other than as specifically authorized herein is strictly prohibited. Any rights not expressly granted herein are reserved by Company.

B) MARKS

The Company's name and logos, including but not limited to On The Map and Lighthouse Media Inc., are trademarks and service marks of the Company. Other product, and service names and logos used and displayed via the On The Map or Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Company. Except as expressly stated in this Terms of Use, Company does not grant any license or right to use any of Company's trademarks or service marks without prior written permission. All goodwill generated from the use of Company's trademarks and service marks will inure to the exclusive benefit of Company.

C) CONTENT

Except for third party content accessible through On The Map or Services, all content contained on or accessed from On The Map or Services, including text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, videos, images, applications, programs, computer code and other information (collectively, the "Content"), including, but not limited to, the design, layout, "look and feel" and arrangement of such Content, is owned by Company or its licensors and is protected by copyright, trademark, and other intellectual property and unfair competition laws.

Users agree not copy, display, distribute, modify, publish, reproduce, store, transmit, post, translate, or create other derivative works from, or sell, rent or license all or any part of the Content, products, or services obtained from On The Map or the Services in any medium to anyone, except as otherwise expressly permitted under these Terms of Use, relevant license or subscription agreement, authorization by Company, or applicable law.

Users agree not reverse engineer, disassemble, decompile, or translate any software in the Content, or otherwise attempt to derive the source code of such software, except to the extent expressly permitted under applicable law, without our prior written permission. Users agree not engage in systematic retrieval of Content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without our prior written permission.

Unless expressly authorized by Company, users may not use any robots, spiders, crawlers, or other automated downloading programs, algorithms or devices, or any similar or equivalent manual process, to: (i) continuously and automatically search, scrape, extract, deep link, or index any Content; (ii) harvest personal information from the Services for purposes of sending unsolicited or unauthorized material; or (iii) cause disruption to the working of the Services or any other person's use of the Services. If the Services contains robot exclusion files or robot exclusion headers, Users agree to honor them and not use any device, software, or routine to bypass them. Users agree not attempt to gain unauthorized access to any portion or feature of the Services, any other systems or networks connected to the Services or to any Company server, or any of the products or services provided on, accessed from or distributed through the Services. Users may not probe, scan, or test the vulnerability of the Services or any network connected to the Site or breach the security or authentication measures on the Services or any network connected to the Site.

D) INTELLECTUAL PROPERTY CODE – COPYRIGHT INFRINGEMENT NOTIFICATION

Company is committed to complying with Philippine copyright laws and to respond to claims of copyright infringement. Company will promptly process and investigate notices of alleged infringement and will take appropriate actions pursuant to the mandate under Section 7, (c) and (d) Republic Act No. 8293, as amended, also known as the Intellectual Property Code of the Philippines

Notifications of claimed copyright infringement should be sent to a Service Provider's Designated Agent. Notification must be submitted to the following Designated Agent for these Services in the manner described below

By Mail:

Lighthouse Media Inc.

33 Pinesville St.

White Plains, Quezon City 1110

Metro Manila, Philippines

ATTN: Legal Department

Email: legal@lighthousemediainc.com

For a complaint to be valid under the Intellectual Property Code, a User or other copyright owner must provide all of the following information when providing notice of the claimed copyright infringement:

A physical or electronic signature of a person authorized to act on behalf of the copyright owner;

Identification of the copyrighted work claimed to have been infringed;

Identification of the material that is claimed to be infringing or to be the subject of the infringing activity, and that is to be removed or access to which is to be disabled, as well as information reasonably sufficient to permit Company to locate the material;

Information reasonably sufficient to permit Company to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

You should be aware that, under the Intellectual Property Code, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys' fees.

Company may, in its sole discretion, choose to deactivate accounts of Users found to be infringing the copyrights or other intellectual property rights of others.

12. Mobile Applications

On The Map and Services may permit or make available the ability to: (a) upload content to the Services via a mobile telephone and/or tablet (“mobile device”), (b) receive and reply to messages, or to access or make posts using text messaging, (c) browse the Services from a mobile device or (d) to access features through a mobile application downloaded and installed on a mobile device (collectively “Mobile Services”). Use of Mobile Services may incur a mobile carrier’s standard data, Internet, messaging, and other service fees and charges for use of, and access to, the Mobile Services, and Users are solely responsible for all such fees and charges. The Mobile Services may not be compatible with all mobile devices, carriers, and services, and Company does not make any representations or warranties regarding such compatibility. Users are solely responsible for ensuring that mobile devices are compatible with the type of content being provided through the Mobile Services. Users agree that content delivered as part of the Mobile Services may be delivered to a device through premium mobile services and acknowledge that Users are solely and exclusively responsible for any charges for such services, including, but not limited to, any roaming charges. By using Mobile Services on a mobile device, Users agree that Company may communicate with Users regarding On The Map or other Services by SMS, MMS, text message or other electronic means to the mobile device and that certain information about usage of the Service through the mobile device may be communicated to Company.

13. Apple-Enabled Applications

On The Map and/or the Services may be provided by applications that are intended to be operated in connection with a device made commercially available by Apple Inc. (“Apple”) or an application obtained through the Apple App Store, among other platforms. With respect to On The Map or Services that are made available for use in connection with an Apple device or through the Apple App Store (“Apple-Platform Services”), in addition to the other terms and conditions herein, the following terms and conditions apply:

Company and Users acknowledge that these Terms of Use are concluded between Company and Users only, and not with Apple, and Company, not Apple, is solely responsible for the Apple-Platform Services and the content thereof.

Users may not use the Apple-Platform Services in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Platform Services in, or otherwise be in conflict with, the App Store Terms of Service.

Users’ license to use the Apple-Platform Services is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that Users own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.

Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Platform Services.

Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, Users may notify Apple, and Apple will refund the purchase price for the Apple-Platform Services to Users; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Platform Services, or any other claims, losses, liabilities, damages, costs or

expenses attributable to any failure to conform to any warranty, which will be Company's sole responsibility, to the extent it cannot be disclaimed under applicable law.

Company and Users acknowledge that Company, not Apple, is responsible for addressing any claims of Users or any third party relating to the Apple-Platform Services or Users' possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Platform Services fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation.

In the event of any third party claim that the Apple-Platform Services or Users' possession and use of that Apple-Platform Services infringes that third party's intellectual property rights, Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

Users represent and warrant that (i) they are not located in a country that is subject to a Philippine Government embargo, or that has been designated by the Philippine Government as a "terrorist supporting" country; and (ii) they are not listed on any Philippine Government list of prohibited or restricted parties.

Users agree that they will comply with any applicable third party terms of agreement when using the Apple-Platform Services.

Users acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Terms of Use, and that, up on your acceptance of the terms and conditions of the Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms of Use as a third party beneficiary thereof.

Any questions, complaints or claims with respect to the Apple-Platform Services should be directed to Company as follows:

Lighthouse Media Inc.

33 Pinesville St.

White Plains, Quezon City 1110

Metro Manila, Philippines

ATTN: Legal Department

Email: legal@lighthousemediainc.com

14. Third Party Products, Services, Links, and Content

The Services may display or contain links to some content that is not the Company's. This content is the sole responsibility of the person or entity that makes it available. Company does not claim ownership, endorse, or take responsibility for any third party products, sites, content, information, guidelines, materials, or services that may be offered, advertised, provided, or displayed on the Services or

incorporated in the content, products or services contained on, accessible from or distributed throughout the Services.

Transactions that occur between Users and any third party are strictly between Users and the third party and are not the responsibility of Company. Because Company is not responsible for the safety, availability or accuracy of these outside resources or their contents, Users should review the terms of use and privacy policies of these third party sites, products, services, or other content as their policies may differ from Company's.

15. Indemnification

Users agree to indemnify and hold Company, its affiliates, officers, employees, agents, partners and licensors harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) Users' use of, or inability to use, the Services; (b) any medical advice or services which Users provide (or fail to provide) to their patient(s) in any way related to the Services; (c) Users' violation of this Terms of Use; or (d) Users' violation of any applicable laws, rules or regulations. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Users, in which event Users will fully cooperate with Company in asserting any available defenses. Users agree that the provisions in this section will survive any termination.

16. Disclaimer of Warranties and Limitations of Liability

A) AS IS

THE SERVICES, INCLUDING ALL CONTENT AND PRODUCTS, INCLUDED IN OR ACCESSIBLE FROM THE SERVICES, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND (EXPRESS, IMPLIED AND STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE AND NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH COMPANY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW. USE OF THE SERVICES AND THEIR CONTENT AND PRODUCTS IS AT USERS' SOLE RISK.

B) SERVICES DISCLAIMERS

Users fully understand, acknowledge, and agree that (i) On The Map and Services are intended to deliver non-critical, non-emergency information to Users; (ii) the Services are dependent upon a number of factors outside the control of Company, including but not limited to, the operation of third party provided software, hardware and network services, and accuracy of User Content; (iii) there may be occasional communication failures or delays in the delivery or receipt of properly sent On The Map messages or use of Services.

To the extent permitted under applicable law, no responsibility is assumed for any injury and/or damage to persons, animals, or property as a matter of products liability, negligence or otherwise, or from any use or operation of any ideas, instructions, methods, products, or procedures contained in the Services.

Neither Company nor its suppliers or licensors makes any warranty whatsoever, including without limitation, that the operation of the Services will be uninterrupted or error-free; that any defects will be

corrected; that the Services, including the servers that make it available, are free of viruses or other harmful components; or as to the accuracy, completeness, reliability, availability, suitability, quality, non-infringement, operation or result obtained from the use of any Content, product or service provided on, accessible from or distributed through the Services.

To the extent permitted under applicable law, Users acknowledge and agree that Company is not liable, and Users agree not to seek to hold Company liable, for the conduct of third parties on the Website or Services, including operators of external sites, and that the risk of injury from such third parties rests entirely with Users.

Users are solely responsible for all of their communications and interactions with other users of the On The Map, website, or Services.

D) LIMITATIONS ON LIABILITY

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES, PERSONAL INJURY (INCLUDING DEATH), LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES) ARISING OUT OF OR IN CONNECTION WITH (1) THE USE (OR INABILITY TO USE) OR PERFORMANCE OF THE SERVICES OR ANY CONTENT' (2) UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA; (3) STATEMENT OR CONDUCT OF ANY THIRD PARTIES THROUGH THE SERVICES; OR (4) ANY OTHER MATTER RELATING TO THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR MAXIMUM LIABILITY TO YOU FOR ANY BREACH OF THESE TERMS OF USE IS LIMITED TO ONE THOUSAND PESOS (PHP 1,000) OR THE AMOUNT PAID WITHIN THE LAST YEAR FOR ANY PRODUCT OR SERVICES, WHICHEVER IS LESS.

E) RELEASE

Users hereby release, waive, relinquish and forever discharge Company from every past, present and future claim, demand and right of action of every kind and nature, known or unknown, related to Users' reliance on the Services to provide directory information

17. Arbitration

A) APPLICABILITY OF ARBITRATION AGREEMENT

Except as expressly provided herein, all claims and disputes (excluding claims for emergency injunctive relief as set forth below) in connection with the Terms of Use or the Services provided by Company that cannot be resolved informally shall be resolved exclusively by binding arbitration under the terms of this arbitration provision ("Arbitration Agreement"). Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to the Parties and to any subsidiaries, affiliates, agents, employees, predecessors in interest, heirs, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries.

B) ARBITRATION RULES.

Arbitration shall be initiated through the Courts in Quezon City. The rules of the Quezon City courts shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms of Use.

C) AUTHORITY OF ARBITRATOR

If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of User and Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon the Parties.

18. General Provisions

A) ELECTRONIC COMMUNICATIONS

To the maximum extent permitted by law, Users (1) consent to receive communications from Company in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect statutory rights.

B) ASSIGNMENT

The Terms of Use, and User's rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

C) COMPLIANCE

If a User believes that Company or another User has not adhered to the Terms of Use, please contact Company by emailing us at support@lighthousemediainc.com. Company will do its best to address User concerns. If a User feels that their complaint has been addressed incompletely, User is invited to let Company know for further investigation.

D) LIMITATIONS PERIOD

USERS AND COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TERMS OF USE OR THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

E) GOVERNING LAW

The Terms and any action related thereto will be governed and interpreted by and under the laws of the Quezon City courts, without giving effect to any principles that provide for the application of the law of another jurisdiction.

F) NOTICE

Where Company requires that Users provide a telephone contact and/or e-mail address, Users are responsible for providing Company with a current, valid telephone contact and/or e-mail address. In the event that the last telephone contact, and/or e-mail address provided to Company is not valid, or for any reason is not capable of delivering to User any notices required/ permitted by the Terms of Use, Company's dispatch of the notice via Short Message Service (SMS) and/or e-mail containing such notice will nonetheless constitute effective notice. Users may give notice to Lighthouse Media Inc. at the following address: support@lighthousemediainc.com.

G) WAIVER

Any waiver or failure to enforce any provision of the Terms of Use on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

H) SEVERABILITY

If any provision of the Terms of Use is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms of Use will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

I) CONSUMER COMPLAINTS

Complainants within Metro Manila may submit their duly accomplished Complaint Form or complaint letter through email at consumercare@dti.gov.ph or in person to:

THE DIRECTOR
FAIR TRADE ENFORCEMENT BUREAU
DTI Fair Trade Enforcement Bureau (FTEB)
UPRC Building 315 Sen. Gil J. Puyat Ave.,
1200 Makati City, Philippines

For complainants residing outside Metro Manila, please refer to the online directory on the Department of Trade and Industry's website for the appropriate provincial office.

J) ENTIRE AGREEMENT

These Terms of Use, Privacy Policy, and any agreement expressly referenced herein are the final, complete and exclusive agreement with respect to the subject matter hereof and supersedes and merges all prior discussions with respect to such subject matter.

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