

# **Main Agreement**

### **Terms and Conditions**

#### PhilLife Website

Last Updated: February 26, 2025.

For the previous version of the Main Agreement, please click here.

Welcome to phillife.com.ph (the "Site"). These Terms and Conditions ("Terms") consist of a binding contract, and they govern your access to and use of our Site, including any content, functionality, and services offered on or through the Site. For a PDF version of this Main Services Agreement, please click <a href="here">here</a>. By accessing or using the Site, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, please do not use the Site. If You are acquiring a life insurance or other financial product from PhilLife Financial, the terms of this Main Agreement shall not apply, and the Policy Contract or Contract that govern such life insurance or other financial product shall apply. If You are subscribing to a software as a service (a "SAAS") from PhilLife Financial, the terms of this Main Agreement shall apply suppletorily to the <a href="SAAS">SAAS</a>
<a href="SAAS">Subscription Agreement</a> which shall primarily apply.

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## 1. Acceptance of Terms

By accessing or using this Site, You represent that as of the date of such access or use of the Site (the "Effective Date"), You have read, understood, and agree to be bound by these Terms and all applicable laws and regulations. If You are using the Site on behalf of an organization, you represent that you have the authority to bind that organization to these Terms. If You do not have such authority, or if You do not agree with this Agreement, You must not use the Site.

## 2. Changes to Terms

We may modify these Terms from time to time. Any changes will be effective immediately upon posting on this Site. Your continued use of the Site after any changes constitutes your acceptance of the new Terms.

#### 3. Access to the Site

3.1. Site. PhilLife will make the Site available pursuant to this Agreement. It will use commercially reasonable efforts to make the Site available



- twenty-four (24) hours a day, seven (7) days a week, except during (a) Planned Downtime (of which PhilLife will give advance notice via the Site); and (b) Force Majeure Events.
- 3.2. Support. PhilLife will, at no charge, provide You standard use of the Site. If purchased a subscription, PhilLife will provide upgraded support or support that includes service level agreements.
- 3.3. Modifications. You acknowledge that PhilLife may modify the features and functionality of the Site. PhilLife shall provide You with thirty (30) days' advance notice of any deprecation of any material feature or functionality.
- 3.4. PhilLife reserves the right to restrict functionalities or suspend the Site or any part thereof.

#### 4. Use of the Site

- 4.1. Registration: In general, the Site is accessible without need for registration. Access to and use of certain features of the Site is restricted, such as to the specified number of individual Agents permitted under the SAAS subscription. To access certain features of the Site, You may be required to create an account. You agree to provide accurate, current, and complete information during the registration process. The creation of an account will be governed by an SAAS subscription agreement.
- 4.2. Data Security: In features where an account creation is necessary, You are responsible for maintaining the confidentiality of Your account credentials and for all activities that occur under your account. You must notify us immediately of any unauthorized use of your account.

#### 5. User Conduct

- 5.1. You agree to use the Site only for lawful purposes and in a manner that does not infringe the rights of any third party.
- 5.2. You agree not to:
  - i. Post or transmit any material that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable.



- ii. Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Site.
- iii. Use any automated means, including bots, spiders, or scrapers, to access the Site for any purpose without our express written permission.
- 5.3. You agree to comply with the <u>User Content and Conduct Policy</u> which is hereby incorporated into this Agreement

### 6. Privacy Statement

PhilLife is committed to protecting your privacy. We collect and use personal information in accordance with our Privacy Policy, which outlines how we handle your data. For more details, please read our full Privacy Policy here.

## 7. System Requirements

7.1. A high-speed Internet connection is required for proper transmission of the content of the Site. You are responsible for procuring and maintaining the network connections that connect Your network to the Site including, but not limited to, browser software that supports protocols used by the Site, including the Transport Layer Security (TLS) protocol or other protocols accepted by the Site, and to follow procedures for accessing the Site. PhilLife is not responsible for notifying You of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Service Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by PhilLife. PhilLife assumes no responsibility for the reliability or performance of any connections as described in this Section.

## 8. Cookie Policy

Whenever You interact with the Site, the Site's <u>Cookie Policy</u> applies. PhilLife applies security measures to secure access, disclosure, modification, and maintenance of data, as provided for in its <u>Privacy Policy</u>.



## 9. Intellectual Property

- 9.1. Ownership: All content, features, and functionality on the Site, including but not limited to text, graphics, logos, images, and software, are the exclusive property of [Your Website Name] or its licensors and are protected by applicable copyright, trademark, and other intellectual property rights.
- 9.2. Limitations: You may not reproduce, distribute, modify, or create derivative works of any content of the Site without our prior written consent.

### 10. Disclaimers

- 10.1. No Financial nor Legal Advice: The content on this Site is for informational purposes only and does not constitute financial nor legal advice. You should consult with a licensed Insurance Agent or attorney for specific financial or legal advice regarding your situation.
- 10.2. No Warranty: The Site is provided "as is" without any warranties of any kind, either express or implied. We do not warrant that the Site will be uninterrupted, error-free, or free of viruses or other harmful components.

## 11. Limitation of Liability

To the fullest extent permitted by applicable law, [Your Website Name], its affiliates, and their respective directors, officers, employees, and agents will not be liable for any indirect, incidental, special, consequential, or punitive damages arising from or related to your use of the Site, even if we have been advised of the possibility of such damages.

#### 12.Indemnification

You agree to indemnify, defend, and hold harmless [Your Website Name] and its affiliates from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to your use of the Site, your violation of these Terms, or your violation of any rights of another party.



## 13. Third-Party Links

- 13.1. The Site may contain links to third-party websites. We do not endorse or assume any responsibility for the content or practices of these websites. You access them at your own risk.
- 13.2. Third-Party Service Providers. The Site may use third-party service providers that are utilized by PhilLife to assist in providing the Site to the Public, but such Third-party Service Providers do not have access to data. Any third-party service providers utilized by PhilLife will be subject to confidentiality obligations. PhilLife shall be responsible for the acts and omissions of PhilLife's third-party service providers to the same extent that PhilLife would be responsible if PhilLife were performing the services of each third-party service provider directly under the terms of this Agreement.

## 14. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Philippines, without regard to its conflict of law principles. Any disputes arising from these Terms or your use of the Site shall be resolved in the courts located in Makati City, Philippines.

#### 15. Changes to the Site

We reserve the right to modify or discontinue the Site or any part thereof at any time without notice. We shall not be liable for any modification, suspension, or discontinuation of the Site.

#### 16. Contact Information

If you have any questions or concerns about these Terms, please contact us in writing (a) courier or Philippine mail to 11<sup>th</sup> Floor STI Holdings Center, 6764 Ayala Avenue, Makati City. Attention: Operations Division; or (b) electronic mail to Helpdesk.



# 17. Entire Agreement

These Terms constitute the entire agreement between you and [Your Website Name] regarding your use of the Site and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter herein.