

## **I. ACCESSIBLE REVENUE KIOSK**

1.1 Please read these Terms carefully before ordering any Products from the Site. By using the Website, you indicate that you accept these Terms and that you agree to abide by them. This terms and conditions (the “Terms”) on which you may make use of the website: [www.ark.com.ph](http://www.ark.com.ph) (the “Website” or “Site”) whether as a guest or a registered user.

1.2 **ARK** is operated by Accessible Revenue Kiosk (“We” or “Company”), a Company registered with the Securities and Exchange Commission (SEC) with official address at 4<sup>th</sup> Floor Visual Color Building, 101 Kalayaan Avenue, Central, Quezon City, 2<sup>nd</sup> District, Philippines. “ARK” is the official registered trademark of the Company. You are responsible for all access to the Website through your Internet connection. You must be at least 18 years of age in order for you to use the site.

1.3 We can be reached via e-mail at [talktous.ark@gmail.com](mailto:talktous.ark@gmail.com) and through direct line at SMART: 09478850164; GLOBE: 09451107821.

1.4 We reserve the right to change these Terms at any time without notice to you by posting changes online. You are responsible for regularly reviewing information posted online to obtain timely notice of such changes. Your continued use of the Website after changes are posted constitutes your acceptance of the amended Terms.

1.5 You shall not in any way use the Website or submit to us or to the Website or to any user of the Website anything which in any respect:

- a) is in breach of any law, statute, regulation or by-law of any applicable jurisdiction;
- b) is fraudulent, criminal or unlawful;
- c) is inaccurate or out-of-date;
- d) may be obscene, indecent, pornographic, vulgar, profane, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, embarrassing, malicious, abusive, hateful, menacing, defamatory, untrue or political;
- e) impersonates any other person or body or misrepresents a relationship with any person or body;
- f) may infringe or breach the copyright or any intellectual property rights (including without limitation copyright, trade mark rights and broadcasting rights) or privacy or other rights of us or any third party;
- g) may be contrary to our interests;
- h) is contrary to any specific rule or requirement that we stipulate on the Website in relation to a particular part of the Website or the Website

generally; or

i) involves your use, delivery or transmission of any viruses, unsolicited emails, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

1.6 Commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Website, or by anyone who may be informed of any of its contents.

1.7 You agree to comply at all times with any instructions for use of the Website which we make from time to time.

## **II. REGISTRATION FOR THE SERVICE**

2.1 To register, you need to supply us with your name, address, postal code, contact number and email address and possibly some other personal information. See our Privacy Policy for more details about this.

2.2 Once you are registered with the Website, you will be asked to create a username for, and allocate a password to, your Account. You must keep the password confidential and immediately notify us if any unauthorized third party becomes aware of that password or if there is any unauthorized use of your email address or your Account or any breach of security known to you. You agree that any person to whom your user name or password is disclosed is authorized to act as your agent for the purposes of using (and/or transacting via) your Account. Please note that you are entirely responsible if you do not maintain the confidentiality of your password.

2.3 You must be registered with a valid personal email address that you access regularly, so that, among other things, administration emails can be sent to you. Any Accounts which have been registered with someone else's email address or with temporary email addresses may be closed without notice. We may require you to validate Accounts at registration or if we believe you have been using an invalid email address.

2.4 When you register for an Account, and whenever you log on to your Account thereafter, you have the option to sign up to receive, and to opt out of receiving, information emails (such as newsletters, information on offers etc). You are able to unsubscribe from such information emails at

any time by logging in to your Account.

2.5 Although we save the information relating to any order that you submit to the Website to purchase one of the products listed on the Website, you will be unable to directly retrieve this information for security reasons. You may access this information by logging in to your Account. You will be able to view information relating to your completed, open or recently dispatched orders and manage and save your address information, any bank details and any newsletter to which you may have subscribed.

### **III. ORDERING AND PAYMENT**

3.1 Before making an Order, you must first register in accordance to Clause 2.

3.2 We process information about you in accordance with our Privacy Policy. By using the Website, you consent to such processing and you warrant that all data provided by you are accurate.

3.3 Once you selected a Product that you wish to Order, you will then be shown or told (on the Site) the charges you must pay including Value Added Tax (VAT), and any applicable delivery charges. Unless otherwise stipulated on the Site, all charges are stated in Philippine Pesos.

3.4 You shall pay for the Product in full at the time of ordering by supplying us with your credit or debit card details from a credit or debit card company acceptable to us. Alternatively, you may pay by any method that we have said is acceptable to us, but in any event, we shall not be bound to supply before we have received cleared funds in full. Your credit card payments will be received and processed by our Payment Service Provider. Depending on the results of a credit check, we reserve the right not to offer certain forms of payment and to refer you to our other forms of payment.

3.5 If you are asked for details of a payment card, you must be fully entitled to use that card or account. The card or account must have sufficient funds to cover the proposed payment to us.

3.6 You undertake that all details you provide to us for the purpose of purchasing the Product from us will be correct, that the credit or debit card, or account or other payment method which you use is your own and that there are sufficient funds or credit facilities to cover the cost of the Product. We reserve the right to obtain validation of your payment details

before providing you with the Product.

3.7 The Order shall be deemed accepted when you receive an order confirmation email with an order reference number and details of the Product you have ordered ("Order Confirmation"). We may, at our discretion, decide not to accept an Order from you for any reason, including unavailability of the product/s or pricing error. We undertake to deliver only those Products included in the Order Confirmation.

3.8 If you discover that you have made a mistake with your Order after you have submitted it to the Site, please contact Customer Service at [talktous.ark@gmail.com](mailto:talktous.ark@gmail.com) immediately. However, we cannot guarantee that we will be able to amend your Order in accordance with your instructions.

3.9 We try to ensure that the price of the products offered on our website is accurate, however we do not warrant that the pricing is always correct. If there is an error in the price of the Product you have ordered, we may, at our discretion, decide to cancel your Order whether before or after Order Confirmation. If this happens, we will notify you via e-mail. If your payment has been completed, we will ensure that you are refunded the full amount of what you have paid, in accordance with the refund timelines outlined in our [Return Policy](#).

#### **IV. PROMOTIONAL VOUCHERS, GIFT VOUCHERS, STORE CREDIT**

4.1 Promotional vouchers, in the forms of codes, may be issued by us from time to time during certain promotions. Gift vouchers work like gift certificates which may be purchased from the Website.

4.2 These vouchers maybe used as payments for items purchased on the Site.

4.3 We may email gift and promotional vouchers to you. Subject to clause 2.2, we accept no liability for errors in the email address of the voucher recipient.

4.4 We assume no liability for the loss, theft or ineligibility of gift or promotional vouchers.

4.5 In the event of fraud, an attempt at deception or in the event of the suspicion of other illegal activities in connection with a voucher purchase or redemption of that voucher on the Site, we are entitled to close your Account and/or require a different means of payment.

4.6 Conditions for the redemption of promotional vouchers

a) Promotional vouchers are valid for the specified period stated on them only, can only be redeemed once and cannot be used in conjunction with

other promotional vouchers. Individual brands may be excluded from certain voucher promotions;

- b) If you place an Order for a Product less than the value of the promotional voucher, no refund or residual credit will be returned to you;
- c) The credit of a promotional voucher does not accrue interest nor does it have a cash value;
- d) If the credit from your voucher is insufficient for the Order you wish to make, you may make up the difference through payment.

#### 4.7 Conditions for the redemption of gift vouchers

- a) You may purchase gift vouchers for use on the Site by you or other Customers. These gift vouchers will be sent by email;
- b) Gift vouchers cannot be used to buy further gift vouchers. Gift vouchers may only be purchased through debit or credit card or through PayPal;
- c) The credit of a gift voucher does not accrue interest nor does it have a cash value;
- d) An order for a gift voucher can be cancelled by contacting us at (02) 8 858 07777 at any time before the gift voucher has been redeemed. A voucher is considered to have been redeemed if it has been used as payment in placing an Order;
- e) If the credit of a gift voucher is insufficient for the Order you wish to make, you may make up the difference through payment;
- f) You may use as many gift vouchers as you wish in paying for an Order, and gift vouchers may be used in conjunction with one promotional voucher per Order.

## **V. LIMITATION OF LIABILITY**

5.1 This clause 5 prevails over all other clauses and sets forth our entire Liability, and your sole and exclusive remedies.

5.2 To the extent permitted by law, our total liability to you or any third party shall in no circumstances exceed, in aggregate, a sum equal to the greater of: i) PHP500; or ii) 110% of any aggregate amount paid by you to us in the 12 months preceding any cause of action arising.

5.3 We shall not have any liability (whether in contract, tort, negligence, misrepresentation, restitution or under any legal head of liability) in relation to your use or inability to use or delay in use of the Website or any material in it or accessible from it or from any action or decision taken as a result of using the Website or any such material for any: (a) indirect or consequential losses, damages, costs or expenses; (b) loss of actual or anticipated profits; (c) loss of contracts; (d) loss of use of money; (e) loss of anticipated savings; (f) loss of revenue; (g) loss of goodwill; (h) loss of reputation; (i) loss of business; (j) loss of operation time; (k) loss of opportunity; or (l) loss of, damage to or corruption of, data; whether or

not such losses were reasonably foreseeable or we had been advised of the possibility of you incurring such losses. For the avoidance of doubt, (b) to (l) apply whether such losses are direct, indirect, consequential or otherwise.

## **VI. FORCE MAJEURE**

6.1 We shall not be liable to you for any breach, hindrance or delay in the performance of a Contract attributable to any cause beyond our reasonable control, including without limitation any natural disaster and unavoidable incident, actions of third parties (including without limitation hackers, suppliers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detentions of any competent authority, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, weather conditions, earthquake, natural disaster, accident, mechanical breakdown, third party software, failure or problems with public utility supplies (including electrical, telecoms or Internet failure), shortage of or inability to obtain supplies, materials, equipment or transportation ("Event of Force Majeure"), regardless of whether the circumstances in question could have been foreseen.

## **VII. GENERAL**

7.1 Contracts for the supply of products formed through the Website or as a result of visits made by you are governed by these Terms.

7.2 No failure or delay by us in exercising any right under these Terms shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish our rights under these Terms.

7.3 If any clause in these Terms shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect, so long as these Terms shall be capable of continuing in effect without the unenforceable term.

7.4 Nothing in these Terms shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between you and us.

7.5 No person who is not a party to these Terms shall acquire any rights under it or be entitled to benefit from any of its terms even if that person has relied on any such term or has indicated to any party to these Terms

its assent to any such term.

7.6 These Terms (and all non-contractual obligations arising out of or connected to them) shall be governed and construed in accordance with Philippine laws. Both we and you hereby submit to the non-exclusive jurisdiction of the Philippines Courts.

7.7 We reserve the right to amend these Terms at any time. All amendments to these Terms will be posted on-line. However, continued use of the Site will be deemed to constitute acceptance of the new Terms.

## **VIII. AVAILABILITY OF THE WEBSITE, SECURITY AND ACCURACY**

8.1 While we endeavor to make the Website available 24 hours a day, we cannot be liable if, for any reason, the Website is unavailable for any time or for any period. We make no warranty that your access to the Website will be uninterrupted, timely or error-free. Due to the nature of the Internet, this cannot be guaranteed. In addition, we may occasionally need to carry out repairs, maintenance or introduce new facilities and functions.

8.2 Access to the Website may be suspended or withdrawn to or from you personally or all users temporarily or permanently at any time and without notice. We may also impose restrictions on the length and manner of usage of any part of the Website for any reason. If we impose restrictions on you personally, you must not attempt to use the Website under any other name or user.

8.3 We do not warrant that the Website will be compatible with all hardware and software which you may use. We shall not be liable for damage to, or viruses or other code that may affect, any computer equipment, software, data or other property as a result of your access to or use of the Website or your obtaining any material from, or as a result of using, the Website. We shall also not be liable for the actions of third parties.

8.4 We may change or update the Website and anything described in it without notice to you.

8.5 While we endeavor to ensure that information and materials on the Website are correct, no warranty or representation, express or implied, is given that they are complete, accurate, up-to-date, fit for a particular purpose and, to the extent permitted by law, we do not accept any liability for any errors or omissions. This shall not affect any obligation which we may have under any contract that we may have with you to provide you with services, including any obligation that we may have under that contract to provide you with accurate information and advice, and which we may do through a secure part of the Website available to people who use the appropriate password.

8.6 The material contained on the Website is provided for information

purposes only and it shall not give rise to any commitment or obligation by us. Any information on the Website shall not constitute any part of an offer or contract.

## **IX. TRADEMARKS AND INTELLECTUAL PROPERTY RIGHTS**

9.1 The NAMES AND LOGOS and all related names, design marks and slogans are the trademarks or service marks of us or our licensors.

9.2 We are the owner of all the materials: illustrations, photographs, video or audio sequences or any graphics published on our Site. Those works are protected by copyright laws and treaties around the world. All such rights are reserved and may not be used without our expressed approval in writing.

9.3 You must not use any part of the materials on the Website for commercial purposes without obtaining a license to do so from us or from our licensors.

## **X. THIRD PARTY WEBSITES**

10.1 We have no control over and accept no responsibility for the content of any site to which a link from the Website exists (unless we are the provider of those linked sites). Such linked sites are provided “as is” for your convenience only with no warranty, express or implied, for the information provided within them. We do not provide any endorsement or recommendation of any third party site to which the Website provides a link.

10.2 You must not, without our permission, frame any of the Website onto your own or another person’s website.

## **XI. PHILIPPINES LAW AND JURISDICTION**

11.1 These Terms and your use of the Website (and all non-contractual relationships arising out of or connected to it or them) shall be governed by and construed in accordance with Philippines law. You submit to the exclusive jurisdiction of the Philippines courts to settle any dispute which may arise under these Terms.