Terms and Conditions of Use

Welcome to **TourLISTA.ph!** By accessing or using this application, you agree to comply with and be bound by the following Terms and Conditions. If you do not agree with any part of these terms, please refrain from using the application.

1. Definition of Terms

- **TourLISTA.ph**: Refers to the Tourism Live-Inventory and Statistics of Tourist Arrivals application, owned and managed by the Department of Science and Technology (DOST) in partnership with relevant agencies.
- User: Refers to any individual or entity accessing and using the application.
- **Services**: Refers to features provided by **TourLISTA.ph**, including booking management, statistical data access, and tourism-related tools.

2. Eligibility

The application is intended for use by individuals aged 18 years and above. By using the application, you confirm that you are of legal age and have the capacity to enter into agreements.

3. Account Registration and Security

- Users may need to create an account to access certain features. You agree to provide accurate and up-to-date information during registration.
- You are responsible for maintaining the confidentiality of your account credentials and for any activities conducted under your account.
- Notify us immediately of any unauthorized access or breach of your account.

4. Permitted Use

The application and its contents are provided solely for personal and noncommercial use. You agree to use the application in compliance with all applicable laws and regulations. Prohibited activities include, but are not limited to:

- Hacking, modifying, or disrupting the application's functionality.
- Using the application to engage in fraudulent, harmful, or unlawful activities.
- Uploading or sharing harmful software, viruses, or malicious content.

5. Intellectual Property

All content within the application, including text, graphics, logos, and software, is

owned or licensed by **TourLISTA.ph**. Unauthorized reproduction, distribution, or modification of the application's content is strictly prohibited.

6. Limitation of Liability

TourLISTA.ph and its managing entities are not liable for any direct, indirect, incidental, or consequential damages arising from:

- Your use or inability to use the application.
- Unauthorized access to your account or data.
- Delays, interruptions, or errors in the application's operation.

The application is provided "as is" without warranties of any kind, either express or implied.

7. User-Generated Content

Users may submit content such as reviews or comments. By submitting content, you grant **TourLISTA.ph** a non-exclusive, royalty-free license to use, display, and distribute your content. You are solely responsible for the content you submit and agree not to post any illegal, defamatory, or inappropriate material.

8. Privacy Policy

The use of personal data collected through the application is governed by our <u>Privacy Policy</u>. By using the application, you consent to the collection, use, and processing of your data as described therein.

9. Suspension and Termination

We reserve the right to suspend or terminate access to the application at any time, without prior notice, for violations of these Terms and Conditions or for any other reason deemed necessary to protect the integrity of the application.

10. Modifications to the Terms

TourLISTA.ph reserves the right to modify these Terms and Conditions at any time. Changes will be effective upon posting on the application. Continued use of the application signifies your acceptance of the updated terms.

11. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any disputes arising from these terms shall be resolved in Philippine courts.

12. Contact Information

For inquiries or concerns regarding these Terms and Conditions, please contact us at mis@mimaropa.dost.gov.ph.