

# Webplix Web Development Services Legal Documentation

### Introduction

Welcome to Webplix (formally registered as "Webplix Web Development Services"), a dynamic company founded in the Philippines, driven by a passion for business legalities and dedicated to safeguarding user privacy. Operating remotely, we have embraced the digital landscape to deliver innovative solutions without the constraints of a traditional office. At Webplix, our primary mission is to create exceptional websites, offer comprehensive programming tutorials, and engage in meaningful programming projects. Led by our visionary CEO and Founder, Khian Victory D. Calderon, we are committed to providing top-notch services while prioritizing the protection of our users' sensitive information. With a firm dedication to excellence, Webplix is your trusted partner in the realm of web development, programming education, and privacy-conscious solutions.

## **Terms of Service**

Welcome to Webplix! By accessing and using our website and services, you agree to comply with the following Terms of Service:

**Acceptance of Terms:** These Terms of Service constitute a legally binding agreement between you and Webplix. By accessing or using our website and services, you acknowledge that you have read, understood, and agreed to these terms. If you do not agree with any part of these terms, you must refrain from using our website and services.

**Legal Use Only:** You are permitted to use Webplix and its services solely for legal and lawful purposes. You must not engage in any activities that violate any applicable laws, regulations, or third-party rights.

**No Unauthorized Use:** You agree not to access or attempt to access any unauthorized areas of our website, services, or servers. You must not tamper with, modify, reverse engineer, or interfere with the proper functioning of our website or any associated software.

**Intellectual Property:** All content, logos, designs, and intellectual property present on the Webplix website are the exclusive property of Webplix and its licensors. You may not use, reproduce, or distribute any content without our explicit written consent.

**Privacy Policy:** Your privacy is important to us. We collect and handle your personal data in accordance with our Privacy Policy. By using our website and services, you consent to the collection, use, and storage of your data as described in our Privacy Policy.

**Third-Party Links:** Our website may contain links to third-party websites or services that are not owned or controlled by Webplix. We do not endorse or take responsibility for the content or practices of any third-party sites. Your use of such websites is at your own risk, and we encourage you to review their respective terms of service and privacy policies.

**Limitation of Liability:** Webplix and its affiliates shall not be liable for any direct, incidental, consequential, or exemplary damages arising from your use of our website or services. We do not guarantee the accuracy, availability, or security of our website and services.

**Termination:** We reserve the right to terminate your access to Webplix and its services at any time, without notice, for any reason, including, but not limited to, a breach of these Terms of Service.

**Changes to Terms:** We may modify these Terms of Service from time to time. Any changes will be effective upon posting on our website. It is your responsibility to review these terms periodically to stay informed of any updates.

**Governing Law:** These Terms of Service shall be governed by and construed in accordance with the laws of the Philippines. Any dispute arising from or relating to these terms shall be subject to the exclusive jurisdiction of the courts of the Philippines.

By using Webplix, you affirm that you are of legal age and have the legal capacity to enter into this agreement. If you are using our services on behalf of an organization, you represent and warrant that you have the authority to bind the organization to these Terms of Service.

If you have any questions or concerns regarding these terms, please contact us at <a href="mailto:webplix.ph@gmail.com">webplix.ph@gmail.com</a>. Thank you for choosing Webplix!

# **Intellectual Property Policy**

At Webplix, we take pride in the creation and development of our proprietary assets, including but not limited to codes, images, algorithms, designs, and other intellectual property. This Intellectual Property Policy outlines our stance on the protection and usage of these assets:

Ownership of Intellectual Property: All intellectual property rights, including copyrights, trademarks, and patents, associated with Webplix's website, services, and other assets, are the exclusive property of Webplix and its licensors. All rights are reserved.

**Unauthorized Use**: Webplix strictly prohibits any unauthorized use, reproduction, modification, distribution, public display, or creation of derivative works based on our proprietary assets. This includes, but is not limited to, codes, images, algorithms, software, logos, and other creative works developed by Webplix.

**Limited License**: We grant users a limited, non-exclusive, and non-transferable license to access and use our website and services for their personal or internal business purposes. This license does not permit the modification, distribution, sale, or exploitation of our intellectual property in any manner without our explicit written consent.

**Exceptions**: Any use of Webplix's intellectual property beyond the scope of the limited license requires prior written authorization from Webplix. Exceptions to this policy may be considered on a case-by-case basis, subject to a separate written agreement.

**Third-Party Content**: While Webplix respects the intellectual property rights of others, our website and services may include content from third-party sources. Users are responsible for obtaining the necessary permissions or licenses for using third-party content, and Webplix disclaims any liability for unauthorized use of such content.

**Reporting Infringements**: Webplix takes intellectual property rights seriously. If you believe that your rights have been infringed upon by any content on our website or services, please promptly notify us at **webplix.ph@gmail.com**. We will investigate reported infringements and take appropriate actions, as required by law.

**No Transfer of Rights**: Your use of Webplix's website and services does not grant you ownership or transfer of any intellectual property rights associated with our assets.

**Enforcement**: Violation of this Intellectual Property Policy may result in legal action and remedies available under applicable laws.

Webplix reserves the right to modify, update, or terminate this Intellectual Property Policy at any time without prior notice. It is your responsibility to review this policy periodically to stay informed about any changes.

By using Webplix's website and services, you acknowledge that you have read, understood, and agreed to this Intellectual Property Policy, as well as our Terms of Service and Privacy Policy.

For any questions or inquiries regarding our intellectual property or usage permissions, please contact us at <a href="webplix.ph@gmail.com">webplix.ph@gmail.com</a>. Thank you for respecting our intellectual property rights and helping us maintain the integrity of our assets.

## **Payment and Refund Policies**

Thank you for choosing Webplix for your web development and chatbot needs. This Payment and Refund Policies document outlines our procedures regarding payments and refunds. By engaging our services, you agree to abide by these policies.

## **Payment Terms:**

**Service Fees**: All service fees and charges will be communicated and agreed upon before the commencement of any project. We will provide you with a detailed breakdown of the costs associated with the services you require.

**Payment Methods:** We accept payments through various secure online payment methods. You will be provided with the available payment options and instructions upon agreement.

**Full Payment:** Full payment for the agreed-upon services is required before the commencement of the project, unless otherwise stated and agreed upon in writing.

# **Refund Policy:**

**Non-Refundable Services:** Webplix adheres to a strict no-refund policy for all services rendered. Once payment has been made, it is considered non-refundable, regardless of any factors, such as violations, limitations, or any other unforeseen circumstances.

**Partial Services:** In cases where a project is terminated or discontinued due to violations, limitations, or any other factors beyond our control, Webplix is not obligated to issue a refund for the portion of the services that have not been completed.

**Service Completion:** We are committed to providing our services to the best of our abilities, ensuring that the project is completed in a satisfactory manner. If the service cannot be completed as initially agreed upon due to unforeseen factors, we will endeavor to work with you to find an appropriate solution.

### Cancellations and Modifications:

**Cancellation by Client**: Should you decide to cancel the project after payment has been made, we will not issue a refund for any services rendered or work already completed up to the point of cancellation.

**Cancellation by Webplix**: In the unlikely event that Webplix is unable to fulfill the agreed-upon services due to unforeseen circumstances or technical limitations, we will work with you to find a fair resolution. This may include offering alternative services or providing a refund for the portion of the services not delivered.

# **Dispute Resolution:**

**Open Communication:** We value open communication and encourage you to contact us if you have any concerns or issues with our services. We will make every effort to address your concerns and find a mutually satisfactory resolution.

**Arbitration:** In the event of a dispute that cannot be resolved through direct communication, both parties agree to submit the matter to binding arbitration in accordance with the laws of the Philippines.

By engaging Webplix's services, you acknowledge that you have read, understood, and agreed to these Payment and Refund Policies. If you have any questions or require further clarification, please contact us at <a href="mailto:webplix.ph@gmail.com">webplix.ph@gmail.com</a>. We look forward to providing you with exceptional web development and chatbot solutions. Thank you for choosing Webplix!

# Webplix Limitation of Liability

Thank you for choosing Webplix for your web development and chatbot solutions. This Limitation of Liability document outlines the terms of engagement and the extent of our liability for the services provided. By using our website and engaging our services, you agree to adhere to these terms.

**Service Limitations:** While Webplix strives to provide high-quality and efficient services, we acknowledge that all services have inherent limitations. We will make every effort to meet your expectations, but we cannot guarantee that our services will be error-free, uninterrupted, or suitable for all purposes.

**Third-Party Services:** Our website and services may integrate with third-party platforms or utilize third-party software. We shall not be held liable for any damages or losses arising from the actions, content, or services provided by these third-party entities.

**Indirect or Consequential Damages:** In no event shall Webplix or its affiliates be liable for any indirect, incidental, consequential, special, or exemplary damages, including but not limited to loss of profits, data, or business opportunities, arising from or related to the use of our services.

**User Content:** Webplix may provide features that allow users to submit content, including comments, reviews, or other user-generated content. We do not endorse or take responsibility for the accuracy or legality of user-generated content, and users are solely liable for their submissions.

**Force Majeure:** Webplix shall not be held responsible for any delays, interruptions, or failures in the provision of services resulting from acts of nature, acts of God, labor disputes, governmental actions, or other events beyond our reasonable control.

**Limited Remedies:** If you are dissatisfied with any aspect of our services or have any issues with our website, your sole and exclusive remedy is to discontinue using our services.

**No Warranties:** Webplix provides its services "as is" without any warranties, express or implied. We make no representations or warranties regarding the accuracy, reliability, or completeness of our services.

**Disclaimer of Liability:** Webplix's liability, whether in contract, tort, or otherwise, arising out of or in connection with our services or the use of our website, shall be limited to the amount paid by you for the specific services in question.

**Governing Law:** These Limitations of Liability shall be governed by and construed in accordance with the laws of the Philippines. Any dispute arising from or relating to these limitations shall be subject to the exclusive jurisdiction of the courts of the Philippines.

By using Webplix's website and engaging our services, you acknowledge that you have read, understood, and agreed to this Limitation of Liability. If you have any questions or concerns, please contact us at <a href="webplix.ph@gmail.com">webplix.ph@gmail.com</a> We look forward to serving you and providing exceptional web development and chatbot solutions. Thank you for choosing Webplix!

# Republic Acts of the Philippines

# Statement on Republic Act No. 10173 (Data Privacy Act of 2012) for Webplix

At Webplix, we are committed to upholding the principles of data privacy and protecting the fundamental rights of our users. We recognize the significance of Republic Act No. 10173, also known as the Data Privacy Act of 2012, and its role in safeguarding personal information in the Philippines.

Republic Act No. 10173 sets forth the guidelines and requirements for the proper collection, processing, use, and disclosure of personal data. As a responsible company, we adhere to the provisions of this law and implement robust measures to ensure the security and confidentiality of any personal information we collect.

Our Privacy Policy outlines how we collect, use, store, and protect personal data in compliance with the Data Privacy Act. We take every precaution to prevent unauthorized access, disclosure, or alteration of user information.

Webplix is committed to transparency, and we encourage our users to review our Privacy Policy to understand how their data is handled. We value the trust placed in us and strive to maintain the highest standards of data protection.

As technology and data privacy practices evolve, Webplix remains dedicated to continually updating and improving our data protection measures to align with the best practices and legal requirements set forth by Republic Act No. 10173 and other relevant laws.

For any inquiries or concerns regarding data privacy and our practices, users are encouraged to contact us at <a href="webplix.ph@gmail.com">webplix.ph@gmail.com</a>. We appreciate the opportunity to serve our users while maintaining the utmost respect for their privacy and rights under the Data Privacy Act of 2012.

Thank you for entrusting Webplix with your web development and chatbot needs, and we assure you that your data privacy is a top priority in our operations.

# Statement on Republic Act No. 8792 (Electronic Commerce Act of 2000) for Webplix

As a forward-thinking company, Webplix recognizes the significance of Republic Act No. 8792, also known as the Electronic Commerce Act of 2000, in promoting the growth of electronic commerce and digital transactions in the Philippines.

Republic Act No. 8792 was enacted to provide a legal framework that facilitates secure and efficient electronic transactions, while also promoting consumer confidence in the digital marketplace. It recognizes the validity and enforceability of electronic data messages and electronic signatures, ensuring the legal equivalence of electronic records to their paper-based counterparts.

At Webplix, we embrace the principles of the Electronic Commerce Act to enhance the accessibility and convenience of our services. By recognizing the legal significance of electronic transactions and electronic signatures, we aim to create a seamless and secure online experience for our clients.

As we conduct electronic transactions with our users, we adhere to the provisions of Republic Act No. 8792, ensuring the integrity and authenticity of electronic communications and records. We employ robust security measures to protect the confidentiality and privacy of electronic data messages and personal information.

Webplix is committed to maintaining compliance with the Electronic Commerce Act and continually adapting our practices to align with the evolving landscape of electronic commerce in the Philippines. We strive to provide our clients with an efficient, reliable, and legally recognized platform for their web development and chatbot needs.

Should our users have any questions or concerns regarding electronic transactions or the application of Republic Act No. 8792 to our services, we encourage them to reach out to us at <a href="webplix.ph@gmail.com">webplix.ph@gmail.com</a>. Our team is dedicated to fostering a secure and trustworthy digital environment for our valued clients.

Thank you for entrusting Webplix as your partner in the digital realm, and we assure you that we uphold the principles and values embodied in Republic Act No. 8792 to deliver a seamless and legally compliant electronic commerce experience.

# Statement on Republic Act No. 8293 (Intellectual Property Rights) for Webplix

At Webplix, we place a strong emphasis on respecting and upholding intellectual property rights in accordance with Republic Act No. 8293, also known as the "Intellectual Property Code of the Philippines."

As a web development and chatbot company, we recognize the creative and innovative efforts put forth by creators, inventors, and intellectual property owners. We are dedicated to ensuring that our operations align with the provisions of the Intellectual Property Code, particularly with regards to copyright, trademarks, and patents.

Our commitment to intellectual property rights is exemplified through the following principles:

**Respect for Copyright:** We recognize and respect the copyrights of creators and content owners. Unauthorized reproduction, distribution, or use of copyrighted materials is strictly prohibited within our organization.

**Protection of Trademarks:** We uphold the integrity of trademarks and branding assets, refraining from unauthorized use of registered trademarks and logos.

**Patent Compliance:** We respect the rights of patent holders and ensure that we do not infringe on patented inventions or technologies.

**Confidentiality and Non-Disclosure:** When collaborating with clients and partners, we maintain strict confidentiality and adhere to any non-disclosure agreements to safeguard their intellectual property.

**Encouraging Originality:** We encourage creativity and originality within our team, clients, and partners, promoting an environment that fosters respect for intellectual property and rewards innovation.

Webplix is dedicated to creating a culture that values and protects intellectual property rights. We strive to lead by example and hold ourselves accountable for maintaining the highest standards of ethical conduct in relation to intellectual property.

Should any issues or concerns regarding intellectual property arise, we encourage affected parties to promptly contact us at **webplix.ph@gmail.com**.

We will take swift action to address such matters and ensure compliance with the Intellectual Property Code and other applicable laws.

By engaging our services and using our website, you acknowledge and agree to our commitment to uphold the principles of the Intellectual Property Code of the Philippines (Republic Act No. 8293).

Thank you for entrusting Webplix as your partner in web development and chatbot solutions. Together, we foster an environment that promotes the protection and advancement of intellectual property rights.

# Statement on Republic Act No. 10175 (Cybercrime Prevention Act of 2012) for Webplix

Webplix, as a responsible and law-abiding web development and chatbot company operating in the Philippines, recognizes the significance of Republic Act No. 10175, also known as the "Cybercrime Prevention Act of 2012."

Republic Act No. 10175 aims to address and prevent cybercrime, protect the integrity of computer systems, and promote the responsible use of information and communication technologies. As a digital service provider, Webplix is committed to upholding the principles and complying with the provisions of this important legislation.

Our statement on Republic Act No. 10175 emphasizes the following key points:

**Cybersecurity and Data Protection:** We implement robust cybersecurity measures to safeguard our systems and data from unauthorized access, data breaches, and cyber-attacks. Protecting the confidentiality and privacy of our clients' and users' information is of utmost importance to us.

**Responsible Online Conduct:** Webplix promotes responsible and ethical conduct in the digital realm. We strictly prohibit engaging in any cybercrime activities, including but not limited to hacking, phishing, identity theft, and other malicious acts that could harm individuals or organizations.

**Protection of User Rights:** We respect the rights of individuals in the online space. We uphold freedom of expression while ensuring that user-generated content does not violate any laws, including those outlined in Republic Act No. 10175.

**Cooperation with Authorities:** Should we become aware of any cybercrime activities or violations, we are committed to cooperating with law enforcement and relevant authorities to address and resolve such issues in accordance with the law.

**Awareness and Education:** We continuously educate our team, clients, and users about the provisions of Republic Act No. 10175 to raise awareness and promote a safer digital environment.

By using Webplix's website and services, you acknowledge and agree to comply with the principles and provisions of Republic Act No. 10175. We

encourage our users to practice responsible and lawful behavior when engaging with our platform and the broader digital community.

If you have any questions or concerns related to Republic Act No. 10175 or any other legal matters, we encourage you to contact us at **webplix.ph@gmail.com**. Your safety, security, and legal compliance are our priorities, and we are dedicated to maintaining a secure and trustworthy online presence.

Thank you for choosing Webplix as your trusted partner for web development and chatbot solutions. Together, we foster a responsible and law-abiding digital ecosystem.

For verification purpose, we are registered at DTI. You may Search "Webplix Web Development Services" at: https://bnrs.dti.gov.ph/search

All Rights Reserved 2023.

Webplix CEO: Khian Victory D. Calderon