

# **Terms of Service**

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BEFORE USING ANY SERVICES, PLEASE READ CAREFULLY THE FOLLOWING TERMS OF SERVICE. BY ACCESSING, BROWSING AND/OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL THE TERMS, CONDITIONS, CONSENTS AND DISCLOSURES SET FORTH IN THE TERMS OF SERVICE, THE APPLICABLE GUIDELINES SET FORTH ON THE WEBSITE, AND THE APPLICABLE END USER LICENSE AGREEMENT (IF ANY) FOR ANY MOBILE APPS YOU DOWNLOAD. IF YOU DO NOT AGREE TO THE TERMS OF SERVICE, THE APPLICABLE GUIDELINES AND/OR THE APPLICABLE END USER LICENSE AGREEMENT (IF ANY), THEN PLEASE DO NOT USE THE SERVICES.

ALL THE SERVICES ARE AVAILABLE ONLY FOR INDIVIDUALS AGED 18 YEARS OR OLDER. IF YOU ARE UNDER THE AGE OF 18, OR THE LEGAL AGE OF MAJORITY WHERE YOU RESIDE IF THAT JURISDICTION HAS AN OLDER AGE OF MAJORITY, THEN YOU AGREE TO REVIEW THIS TERMS OF SERVICE WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT BOTH YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND AND AGREE TO THIS TERMS OF SERVICE. YOU AGREE TO HAVE YOUR PARENT OR GUARDIAN REVIEW AND ACCEPT THIS TERMS OF SERVICE ON YOUR BEHALF. IF YOU ARE A PARENT OR GUARDIAN AGREEING TO THESE TERMS OF SERVICE FOR THE BENEFIT OF ANYONE UNDER 18, THEN YOU AGREE TO AND ACCEPT FULL

RESPONSIBILITY FOR THAT PERSON'S USE OF THE SERVICES, INCLUDING ALL FINANCIAL CHARGES AND LEGAL LIABILITY THAT HE OR SHE MAY INCUR.

## **Modification Of Terms Of Service And/or Services**

Mommily reserves the right, in its sole discretion, to modify, discontinue or terminate the Services or to modify this Terms of Service at any time and without prior notice. If Mommily amends this Terms of Service, it will update this posting on the Website and specify the effective date of the new version of the Terms of Service. Your continued use of the Services following the posting of a new version of the Terms of Service shall constitute your acceptance of any such amendments. Accordingly, you should check to see if a new version of the Terms of Service has been posted each time you use the Services. If the amended Terms of Service are not acceptable to you, your only recourse is to cease using the Services.

## **Your Account**

In order to use certain features of the Services, you may have to register and create an account with Mommily (your "Account"). You are responsible for maintaining the confidentiality of any passwords associated with your Account, monitoring all activity under the Account, and you assume full responsibility for all activities that occur under your Account (except as to security breaches caused by Mommily). Mommily reserves the right to suspend or terminate your Account at any time and shall incur no liability for such suspension or termination.

## **Ownership and Intellectual Property Rights Of Mommily**

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## **Social Media and Networking Sites**

As part of the functionality of the Services, you may link your Account with online accounts you may have with third party service providers (each such account, a "Third Party Account") by either: (i) providing your Third Party Account login information through the Services; or (ii) allowing Mommily to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account. You represent that you are entitled to disclose your Third Party Account login information to Mommily and/or grant Mommily access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating Mommily to pay any fees or making Mommily subject to any usage limitations imposed by such third party service providers. By granting Mommily access to any Third Party Accounts, you understand that (i) Mommily may access, make available and store (if applicable) any content that you have provided to and stored in your Third Party Account (the "SNS Content") so that it is available on and through the Services via your Account, including without limitation any friend lists, and (ii) Mommily may submit and receive additional information to your Third Party Account to the extent you are notified when you link your Account with the Third Party Account. Unless otherwise specified in these Terms of Service, all SNS Content, if any, shall be considered to be User Content for all purposes of these Terms of Service. Depending on the Third Party Accounts you choose and subject to the privacy settings that you have set in such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts may be available on and through your Account on the Services. Please note that if a Third Party Account or associated service becomes unavailable or Mommily's access to such Third Party Account is terminated by the third party service provider, then SNS Content may no longer be available on and through the Services. You will have the ability to disable the connection between your Mommily Account and your Third Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS. Mommily makes no effort to review any SNS Content for any purpose, including but not limited

to, for accuracy, legality or non-infringement, and Mommily is not responsible for any SNS Content.

You acknowledge and agree that the Services may access your e-mail address book associated with a Third Party Account and your contacts list stored on your mobile device or tablet computer. At your request made via e-mail to [mommily@mommily.ph](mailto:mommily@mommily.ph), Mommily will deactivate the connection between the Mommily Services and your Third Party Account and delete any information stored on Mommily's servers that was obtained through such Third Party Account, except the username and profile picture that become associated with your Account.

## Restrictions On Use Of Services

Your use of the Services and the relating licenses granted hereunder are conditioned upon you not doing any of the following in connection with using the Services:

- Post, upload, publish, submit or transmit any information or other material that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances (including but not limited to activities that promote or provide instructional information regarding the manufacture or purchase of illegal weapons or illegal substances).
- Access, tamper with, or use non-public areas of the Website, Mommily's computer systems, or the technical delivery systems of Mommily's providers; Attempt to probe, scan, or test the vulnerability of any Mommily system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Mommily or any of Mommily's providers or any other third party (including another User) to protect the Services;
- Attempt to access or search the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than tools that access or search the Services through software and/or search agents provided by Mommily or other generally available third party web browsers (such as Microsoft Internet Explorer, Mozilla Firefox, Safari or Opera);
- Send any unsolicited or unauthorized advertising, promotional materials, e-mail, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Mommily trademark, logo, URL or product name;

- Use the Services for any commercial purpose or the benefit of any third party or in any manner not permitted by the Terms of Service;
- Forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- Interfere with, or attempt to interfere with, the access of any User, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Website;
- Collect or store any personally identifiable information from the Services from other Users without their express prior permission;
- Impersonate or misrepresent your affiliation with any person or entity; - Violate any applicable law or regulation;
- Contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose;
- "Stalk" or otherwise harass anyone;
- Collect personal data about other Users for commercial or unlawful purposes;
- Post non-local or otherwise irrelevant content, repeatedly post the same or similar content;

Mommily will have the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement and Services security issues, to the fullest extent of the law. Mommily may involve and cooperate with law enforcement authorities in prosecuting Users who violate the Terms of Service. You acknowledge that Mommily has no obligation to monitor your access to or use of the Services or to review or edit any Content, but has the right to do so for the purpose of operating the Services, to ensure your compliance with the Terms of Service, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Mommily reserves the right, at any time and without prior notice, to remove or disable access to any Content that Mommily, in its sole discretion, considers to be in violation of the Terms of Service or otherwise harmful to the Services.

## **License Agreement For Using Specific Applications**

Your use of the Services and the relating licenses granted hereunder are also conditioned upon your strict adherence to the letter and spirit of the various applicable guidelines and end user licenses associated with your use of the Services, including without limitation the end user license agreement for the Mommily mobile app. Mommily may modify such guidelines in its sole discretion at any time. Mommily reserves the right to terminate your account and access to the Services if it determines that you have violated any such applicable guidelines.

## **User-submitted Content**

You are responsible for all Content that you submit, post, or otherwise make available to or through the Services ("User Content"). By doing so, you represent and warrant to Mommily that your User Content is not subject to any confidentiality obligation to any third party and that you have all necessary permission to submit, post and otherwise make available such User Content.

Mommily makes no claims to ownership of User Content that you submit, post or otherwise make available to or through the Services and you shall continue to retain all ownership rights in your User Content and the right to use your User Content as you see fit. However, you hereby grant to Mommily and its affiliates a worldwide, nonexclusive, perpetual, transferable, fully sub-licensable, royalty-free right and license to:

1. with respect to User Content other than photos, graphics, audio, video, or journals that you submit, post or otherwise make available in public areas of the Services (e.g. not intended as a private communication), use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and publicly display such User Content (in whole or part) worldwide via the Services or otherwise, and/or to incorporate it in other works in any form, media, or technology now known or later developed; and
2. with respect to photos, graphics, audio, video or journals that you submit, post or otherwise make available in public areas of the Website, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform



and publicly display such User Content for the purpose for which such User Content was submitted, posted or made available.

## **Digital Millennium Copyright Act Notice**

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible through the Services, please notify Mommily's copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 (DMCA). For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim is being infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Services;
4. Information reasonably sufficient to permit Mommily to contact you, such as your address, telephone number, and e-mail address;
5. 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
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

Mommily's Designated Copyright Agent to receive notifications of claimed infringement can be reached as follows:

Attention: Copyright Agent Mommily Mobile App Solutions  
3/F 2645 Enrique Street  
Barangay 755 Zone 82, Malate  
Metro Manila, PH 1004 mommily@mommily.ph

For clarity, only DMCA notices should go to the Mommily Designated Copyright Agent. Any other feedback, comments, requests for technical support or other communications should be directed to Mommily's customer service through [mommily@mommily.ph](mailto:mommily@mommily.ph).

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If there is a dispute between you and any such third party, you understand and agree that Mommily shall be under no obligation to become involved. IN THE EVENT THAT YOU

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## **Indemnification**

You agree to indemnify and hold harmless Mommily, its directors, officers, employees, agents, and affiliates, from and against any and all liability, damages, losses, claims, expenses

of any kind (including, without limitation, reasonable attorneys' fees) directly or indirectly related to (1) your breach of the Terms of Service; (2) the User Content you submit, post, or transmit through the Services; or (3) your use of the Services.

## **Termination And Survival**

Either party may terminate the Terms of Service for any or no cause, at any time. After termination, you shall no longer access or utilize the Services. The provisions of this Agreement which by their intent or meaning intended to survive such termination, including without limitation the provisions relating to disclaimer of warranties, limitations of liability, and indemnification, shall survive the any termination of this Terms of Service and any termination of your use of or subscription to the Services and shall continue to apply indefinitely.

## **Severability**

If any provision of the Terms of Service is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in the Terms of Service shall continue in full force and effect.

## **Applicable Law**

This Terms of Service and the resolution of any dispute related to this Terms of Service or the Services shall be governed by and construed in accordance with the laws of The Republic of the Philippines without giving effect to any principles of conflicts of law. Any legal action or proceeding between Mommily and you relating to the Terms of Service or the Services shall be brought exclusively in a court of competent jurisdiction sitting in the Manila Regional Trial Courts, Metro Manila, Philippines, and you agree to submit to the personal and exclusive jurisdiction of such courts.

## **Contact Information**

If you have any questions or concerns with respect to this Terms of Service or the Services you may contact a representative of Mommily at [mommily@mommily.ph](mailto:mommily@mommily.ph) or by mail at Mommily Mobile App Solutions, 3/F 2645 Enrique Street, Barangay 755 Zone 82, Malate, Metro Manila, Philippines 1004. © 2015 Mommily Mobile App Solutions.