

WEBSITE TERMS AND CONDITIONS

By accessing and using the Website (edispo.ph), owned and operated by Edispo Waste Management Services Inc. (the "Company"), You agree to be bound by the terms and conditions set forth below. If You do not agree to be bound by this Agreement, do not understand the Agreement, or if You need more time to review and consider this Agreement, please leave the Website immediately. The Company only agrees to provide use of the Website and Services to You if You consent to this Agreement.

1. DEFINITIONS

The parties referred to in this Agreement shall be defined as follows:

- a. Company, Us, We: The Company, as the creator, operator, and publisher of the Website, makes the Website and certain Services on it, available to users. Edispo Waste Management Services Inc., Company, We, Us, Our, Ours and other first person pronouns will refer to the Company, as well as all employees and affiliates of the Company.
- b. You, the User, the Client: You, as the user of the website will be referred to throughout this Agreement with second-person pronouns such as You, Your, Yours, or as User or Client.
- c. Parties: Collectively, the parties to this Agreement (the Company and You) will be referred to as Parties.

2. INTELLECTUAL PROPERTY

The Website, including all content features in the Website including all text, graphics, images, logos, trademarks, and Services provided by the Company are the property of the Company. You agree that that the Company owns all right, title, interest in and to the Content and that You will not use the Content for any unlawful or infringing purpose.

Subject to this Agreement, the Company grants You a non-exclusive, limited, non-transferable, and revocable license to use the Content solely in connection with Your use of the Website and Services. The Content may not be used for any other purpose,

and this license terminates upon Your cessation of the use of the Website or Services or at the termination of this Agreement.

You agree not to reproduce or distribute the Content in any way, including electronically or via registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without express written permission from the Company.

3. USER ACCOUNTS AND OBLIGATIONS

Some content on the Website may only be accessed by the User by registering with Us. When You do so, You will choose a user identifier, which may be Your email address or another term, as well as a password. You may also be required to provide personal information, including, but not limited to, Your name. You are responsible for ensuring the accuracy of this information.

You agree to change Your password from time to time. You also agree to keep Your user identifier and password confidential and that You will not share such identifying information with any third party. If You discover that Your identifying information has been compromised, You agree to notify Us immediately in writing. Email notification will suffice.

You are responsible for maintaining the safety and security of Your identifying information as well as keeping Us informed of any changes to Your identifying information. Providing false or inaccurate information, or using the Website or Services to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

You agree that You are solely responsible for all acts or omissions that occur under Your identifying information or password, including the content of any transmissions using the Website or Service.

4. ACCEPTABLE USE

As a condition of Your use of the Website or Services, You agree not to use the Website or Service for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of the Company.

You further agree not to use the Website or Services to:

- a. Harass, abuse, or threaten others or otherwise violate any person's legal rights;
- b. Violate any intellectual property rights of the Company or any third party;
- c. Perpetrate any fraud;
- d. Engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- e. Attempt to gain unauthorized access to the Website or Service, other accounts, computer systems or networks connected with the Website or Service;
- f. Transmit or upload any content or material that contains viruses, trojan horses, ransomware, or other harmful or deleterious programs or software;
- g. Publish or distribute any obscene or defamatory material;
- h. Publish or distribute any material that incites violence, hate, or discrimination towards any group;
- i. Unlawfully gather information about others, including email addresses;
- j. Interfere with another user's use and enjoyment of the Website or Service or any similar Website or Service.

5. SUBMISSION POLICY

User Submissions are text, comments, replies, chats, photos, images, graphics, videos, or any other content that the User has added, uploaded, or posted to the Website or Service. User Submissions reflect the views and opinions of the person who post their views and opinions. To the extent permitted by applicable laws, The Company shall not be liable for the User Submissions or for any liability, damages or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the User Submissions on the Website.

All User Submissions shall remain the property of the User, unless otherwise stated, however, the User grants the Company a royalty-free, non-exclusive, perpetual, irrevocable, worldwide license to copy, display, use, broadcast, transmit, translate, distribute, modify, and make derivative works of any content You publish, upload, or otherwise make available to the Website, including your name and/or username, voice, and/or likeness, in whole or in part, in any media or technology.

User Submissions are deemed non-confidential and the Company has no obligation to maintain its confidentiality.

The Company reserves the right to monitor all User Submissions and to remove any User Submission which can be considered inappropriate, offensive or causes breach of these Terms and Conditions.

If You feel that any of Your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of Our users, please contact Us and let Us know.

6. AFFILIATE MARKETING AND ADVERTISING

The Company, through the Website and Services, may engage in affiliate marketing whereby the Company receives a commission on or percentage of the sale of goods or services on or through the Website. The Company may also accept advertising and sponsorships from commercial businesses or receive other forms of advertising compensation.

7. THIRD PARTY LINKS

You acknowledge that We may, from time to time, include links or references to other websites, other content, or other materials ("Third Party Links"), none of which are controlled by Us.

Third Party Links are provided for Your information only and We do not make any representations, warranties, or guarantees as to the accuracy, completeness, performance, reliability, timeliness, quality, or suitability for a particular purpose of these Third Party Links. We do not endorse, approve, or support these Third Party Links.

You use the Third Party Links at Your own risk.

8. SALE OF GOODS/SERVICES

We may sell Goods or Services, or allow third parties to sell goods or services on the Website. If this occurs, then some specific exclusions of liability will apply, as described in the "Exclusion of Liability" Clause.

Please refer to Our additional terms and conditions for sale of goods and/or terms and conditions for sale of services as applicable.

From time to time, the Company may post promotional offers for Goods and Services on the website. The frequency of such offers, as well as their terms and conditions are determined by the Company.

The user is aware that the number of promotional offers for Goods and Services is limited.

The Company does not guarantee or promise to Users that:

- a. the purchase of any promotional Goods and Services on the website is any way beneficial for the User and/or third parties; and
- b. the cost of promotional Goods and Services is necessarily lower than their usual cost on the website or on other third-party websites.

9. EXCLUSION OF LIABILITY

- a. The Website and Service, and its Content, are provided for general information only and may change at any time without prior notice.
- b. You accept and acknowledge that the Website, Service, Goods, or Services may contain mistakes, errors, and inaccuracies.
- c. Your use of the Website, Content, and information or documentation that We may provide to You in connection with Your use of the Goods, Services, or Products including documentation, data, and information developed by Us or owned by Us, and other materials which may assist in Your use of Goods or Services or Website (collectively, the "Materials"), is entirely at Your risk. It is Your responsibility to make sure that any Goods, Services, Materials, Content, or other information available through the Website or Service suits Your particular purpose.
- d. Neither We, nor any third parties provide any guarantees or warranties regarding the accuracy, completeness, performance, reliability, timeliness, quality, merchantability, safety, legality, or suitability for a particular purpose of the Website, Goods, or Services.

e. To the maximum extent permitted by law, We hereby expressly exclude all warranties, guarantees, representations, or terms (whether express or implied) except for those expressly set out in these Agreements.

f. To the maximum extent permitted by law, We hereby expressly exclude any liability in relation to the accuracy, completeness, performance, reliability, timeliness, quality, merchantability, safety, legality, or suitability for a particular purpose of the Website, Goods, or Services.

g. To the maximum extent permitted by law, We hereby expressly exclude any liability in relation to loss of data, interruption to Your business or any damages which are incidental to or arise from such loss of data or interruption to business.

h. To the maximum extent permitted by law, We will not be liable for any damage, loss, cost, or expense including legal costs and expenses, whether direct or indirect, incurred by You in connection with Your use of the Website, Goods, or Services.

i. For Goods and/or Services sold by third parties via the Website or via Third Party Links ("Third Party Goods and Services"):

1. You acknowledge and agree that We have no control over those Third Party Goods and Services and that You purchase such Third Party Goods and Services at Your own risk.

2. You acknowledge and agree that any Third Party Goods and Services will be governed by agreements entered into directly and only between You and the Third Party for which We shall have no liability.

3. You acknowledge and agree that We assume no liability and provide no warranties or guarantees regarding the accuracy, completeness, performance, reliability, timeliness, quality, merchantability, safety, legality, or suitability for a particular purpose of Third Party Goods and Services.

4. To the maximum extent permitted by law, You hereby release Us from any claim related to Third Party Goods and Services including any and all warranty and product liability claims.

10. PAYMENT/SHIPPING/DELIVERY

You agree to ensure payment for any items You may purchase from Us, and You acknowledge and affirm that prices are subject to change. You agree to provide Us

with a valid email and a valid billing information. When purchasing a physical good, You also agree to provide us with a valid shipping address. When purchasing a Good or Service, We reserve the right to reject or cancel an order for any reason, including errors or omissions in the information that You provide to us. If We do so after payment has been processed, We will issue a refund to You in the amount of the purchase price. We may also request additional information from You prior to confirming a sale, and We reserve the right to place any additional restrictions on the sale of any of Our products. You agree to ensure payment for any items You may purchase from Us, and You acknowledge and affirm that prices are subject to change. You agree to monitor Your method of payment.

The Company accepts the following methods of payment through the website:

Credit Card; Debit Card; GCash;

If payment will be by card, you must be fully entitled to use the card or account.

Shipment costs and dates are subject to change and may be different from the costs and dates that You are quoted due to unforeseen circumstances.

You acknowledge and accept that there are inherent risks with downloading any digital Goods. Please contact Us using the details at the end of this Agreement if you experience technical problems regarding delivery of digital Goods.

We take no responsibility for Goods that are lost or damaged during delivery. If Goods are damaged during delivery, please contact Us using the details at the end of this Agreement. We may choose in Our sole discretion whether or not to replace Goods which are lost or damaged during delivery.

11. ASSUMPTION OF RISK

The Website and Services are provided for communication purposes only. You acknowledge and agree that any information posted on Our Website is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between You and the Company.

You further agree that Your purchase of any products on the Website is at Your own risk. The Company does not assume responsibility or liability for any advice or other information given on the Website.

We shall not be liable for any damage to any computer, equipment, software, data, or other information caused by Your access or use of the Website or Service. We shall likewise not be liable for any action of third parties.

12. PRIVACY

Through Your Use of the Website and Services, You may provide Us with certain information. By using the Website or the Services, You authorize the Company to use Your information in the Philippines and any other country where We may operate.

We take Our privacy obligations very seriously.

Please refer to Our privacy policy (edispo.ph/privacy) for further information about what information We collect, how We use it and store it, and Your rights in relation to it.

13. COOKIES

We employ the use of cookies. By accessing Edispo, you agreed to use cookies in agreement with the Edispo Waste Management Services's Privacy Policy.

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

14. INDEMNITY

You agree to defend and indemnify the Company and any of its affiliated (if applicable) and hold Us harmless against and legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Your use or misuse of the Website or Services, Your breach of this Agreement, or Your conduct or actions.

You agree that the Company shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

15. OTHER ACTION

We reserve the right to take any of the following actions in Our sole discretion:

- a. Monitor, review, edit or delete any User Submissions
- b. Determine whether or not You have breached this Agreement;
- c. Record any correspondence that occurs in public sections of the Website or Service;
- d. Review any allegations about breaches of these Website or Service, and determine in Our sole discretion whether to take any action in response to those alleged breaches, including removal of any Content in relation to those alleged breaches;
- e. Determine in our sole discretion whether to terminate Your or another user's access to any particular section or sections of the Website or Service.

16. SPAM POLICY

You are strictly prohibited from using the Website or any of the Company's Services for spam activities, including gathering email address and personal information from others or sending any mass commercial emails.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to any and all use of this Website. The Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of this Website.

18. APPLICABLE LAW

This Agreement and Your use of the Website and all non-contractual relationships arising out of Your use shall be governed and construed in accordance with the laws of the Philippines.

In case of any dispute or litigation, the Parties agree to submit to the jurisdiction of the Philippine courts.

19. ASSIGNMENT

This Agreement, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or in part by You. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased, or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors.

20. SEVERABILITY

If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

21. NO WAIVER

Our failure to enforce any provision of this Agreement shall not constitute a waiver of any future enforcement of that provision or of any other provision.

No waiver shall be deemed to have been made unless expressed in writing and signed by Us. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part or of the same part or sub-part on a future date.

22. HEADINGS

Headings of parts and sub-parts under this Agreement are for convenience and organization only. Headings shall not affect the meaning of any provisions of this Agreement.

23. CONTACT US

You can contact us about this Agreement using the following details:

Email us at hello@edispo.ph

24. EFFECTIVE DATE

This Agreement will become effective on 5 November 2021.