

Terms and Conditions

Last updated: 2023-03-02

1. Introduction

Welcome to PSAU Biker's Portal.

These Terms of Service govern your use of our website located at <https://phsite.tech/.psaubikers/home.php> operated by PSAU Biker's Portal.

Our Privacy Policy also governs your use of Service and explains how we collect, safeguard and disclose information that results from your use of our web pages.

Your agreement with us includes these Terms and our Privacy Policy ("Agreements"). You acknowledge that you have read and understood Agreements, and agree to be bound of them.

If you do not agree with (or not comply with) Agreements, then you may not use the Service, but please let us know by emailing at

psauadmin@gmail.com

So we can try to find a solution. These Terms apply to all users who wish to access or use our Service.

2. Communications

By using our Service, you agree to subscribe to newsletters or any other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at psauadmin@gmail.com.

3. Purchases

If you wish to purchase any product or service made available through Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including but not limited to, your G-cash number, billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at anytime for reasons including but not limited to: product or service availability, error in your order or other reasons.

Upon reservations all users should pay 50% of the price when renting and purchasing a bike. Before the renter update the status into confirm. First pay first reserve basis.

Additional Fee for the late returned will be added and should be pay upon returning the bike.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

4. Refunds

We don't issue refunds. The buyer himself will talk to the seller if he wants a refund for his purchase. The renter should refund the 50% reservation fee to the customer when it is not able to successfully rented.

5. Content

Content found on or through this Service are the property of PSAU Biker's Portal or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

6. Prohibited Uses

You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:

- 0.1. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- 0.2. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam", or any other similar solicitation.
- 0.3. To impersonate or attempt to impersonate the team, another user, or any other person or entity.
- 0.4. In any way that infringes upon the rights of others, or any other person or entity.
- 0.5. In a way that infringes upon the rights of others, or any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.

Additionally, you agree not to:

- 0.1. User Service in any manner that could disable, overburden, damage, or impair Service or interfere with any party's use of Service, including their ability to engage in real time activities through Service.

Situation: When the product is damaged when returned, the renter will charge.

- 0.2. Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service.

There is no way to escape the products outside the campus because each product has given their own serial number that will notify the guard when they see the serial number sticker in the bike the guard will be remind to stay the rented product at the parking.

0.3. Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.

0.4. Use any device, software, or routine that interferes with the proper working of Service.

0.5. Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.

0.6. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the sever on which Service is stored, or any server, computer, or database connected to Service.

0.7. Attack Service via a denial-of-service attack or a distributed denial-of-service attack.

0.8. Take any action that may damage or falsify Company rating.

0.9. Otherwise attempt to interfere with the proper working of Service.

10. Take away the rented product. If the product is not returned 1 day until the next days. Then user can report it to the admin and will find he information using the input information and PSAU ID.

7. Accounts

When you create an account with us, you guarantee that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

8. Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on Service infringes on the copyright or other intellectual property rights (“Infringement”) of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to psauadmin@gmail.com, with the subject line: “Copyright Infringement” and include in your claim a detailed description of the alleged Infringement as detailed below, under “DMCA Notice and Procedure for Copyright Infringement Claims”

You may be held accountable for damages (including costs and attorneys’ fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service on your copyright.

9. Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by PSAU Biker's Portal.

PSAU Biker's Portal has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

For example, the outlined <https://policymaker.io/terms-and-conditions/> Terms of Use have been created using <https://policymaker.io/> PolicyMaker.io, a free web application for generating high-quality legal documents. Policy Maker’s “<https://policymaker.io/terms-and-conditions/>” Terms and Conditions generator is an easy-to-use free tool for creating an excellent standard Terms of Service template for a website, blog, e-commerce store or app.

YOU ACKNOWLEDGE AND AGREE THAT COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEB SITES OR SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

Disclaimer Of Warranty

THESE SERVICES ARE PROVIDED BY COMPANY ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK.

NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY,

OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Termination

We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you wish to terminate your account, you may simply discontinue using Service.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Philippines, which governing law applies to agreement without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

Changes To Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

Amendments To Terms

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

Waiver And Severability

No waiver by Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

Acknowledgement

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

These Terms of Service were created for PSAU Biker's Portal by Policy Maker.io.