

## Terms and Conditions

**Last Updated:** September 19, 2024

Welcome to Barangay Tambubong Incident Reporting System. These **Terms and Conditions** govern your use of our mobile application designed to allow residents of Barangay Tambubong to report incidents effectively and efficiently. By downloading, installing, or using the App, you agree to be bound by these Terms. If you do not agree with any part of these Terms, please refrain from using the App.

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### 1. Acceptance of Terms

By accessing or using the App, you agree to comply with and be legally bound by these Terms. These Terms constitute a binding legal agreement between you and Barangay Tambubong. If you are using the App on behalf of an organization, you represent that you have the authority to bind that organization to these Terms.

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### 2. Description of Services

The App serves as a platform for residents of Barangay Tambubong to report incidents, including but not limited to accidents, crimes, public disturbances, and other community-related issues. The App facilitates the submission, tracking, and management of incident reports to improve community safety and responsiveness.

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### 3. Eligibility

You must be a resident of Barangay Tambubong to use the App. By using the App, you represent and warrant that you meet the eligibility requirements to form a binding contract with us and are not barred from receiving services under applicable law.

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### 4. User Responsibilities

- **Accurate Information:** You agree to provide accurate, current, and complete information when using the App. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.
  - **Lawful Use:** You agree to use the App solely for lawful purposes and in accordance with these Terms. You must not use the App to submit false, misleading, or defamatory information.
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### 5. Content Submission and Ownership

- **User-Generated Content:** By submitting incident reports or other content through the App, you grant Barangay Tambubong a non-exclusive, royalty-free, perpetual, and worldwide

license to use, reproduce, modify, distribute, and display such content in connection with the operation of the App.

- **No Warranty of Accuracy:** While we strive to ensure the accuracy of information submitted, we do not guarantee the completeness, reliability, or accuracy of any user-generated content.
  - **Removal of Content:** We reserve the right to remove, edit, or modify any content submitted by users that we deem, in our sole discretion, to be inappropriate, violating these Terms, or harmful to the community.
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## 6. Privacy Policy

Your use of the App is also governed by our **Privacy Policy**, which is incorporated into these Terms by reference. Please review our Privacy Policy to understand how we collect, use, and protect your personal information.

*Link to Privacy Policy: [Insert Privacy Policy URL]*

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## 7. Intellectual Property Rights

- **Ownership:** All content, features, and functionality of the App, including but not limited to text, graphics, logos, icons, images, and software, are the exclusive property of Barangay Tambubong or its licensors and are protected by intellectual property laws.
  - **Restrictions:** You are granted a limited, non-exclusive, non-transferable license to access and use the App for personal, non-commercial purposes. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our App, except as explicitly permitted by these Terms.
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## 8. Termination

We reserve the right to suspend or terminate your access to the App, without prior notice or liability, for any reason, including if you breach these Terms. Upon termination, all rights granted to you under these Terms will immediately cease, and you must promptly delete the App from your device.

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## 9. Disclaimer of Warranties

The App is provided on an "**AS IS**" and "**AS AVAILABLE**" basis. Barangay Tambubong disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

We do not warrant that:

- The App will meet your requirements or expectations.

- The App will be uninterrupted, timely, secure, or error-free.
  - Any defects in the App will be corrected.
  - The App is free of viruses or other harmful components.
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## **10. Limitation of Liability**

To the fullest extent permitted by applicable law, Barangay Tambubong shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- Your use or inability to use the App.
- Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the App.

In no event shall Barangay Tambubong's total liability to you for all claims arising out of or related to these Terms or your use of the App exceed the amount you have paid us, if any, in the past six months for accessing the App.

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## **11. Indemnification**

You agree to defend, indemnify, and hold harmless Barangay Tambubong and its officers, directors, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from:

- Your use of and access to the App.
  - Your violation of any term of these Terms.
  - Your violation of any third-party right, including without limitation any copyright, property, or privacy right.
  - Any claim that your content caused damage to a third party.
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## **12. Governing Law**

These Terms shall be governed and construed in accordance with the laws of the Republic of the Philippines, without regard to its conflict of law provisions. Any disputes arising out of or relating to these Terms or the App shall be resolved exclusively in the courts located within Barangay Tambubong, San Rafael, Bulacan Philippines.

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## **13. Changes to Terms**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our App after those 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 the App.

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#### **14. Severability**

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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#### **15. Waiver**

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

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#### **16. Entire Agreement**

These Terms constitute the entire agreement between you and Barangay Tambubong regarding the use of the App and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.

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**By using the Barangay Tambubong Incident Reporting System App, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.**