

USER AGREEMENT

This User Agreement ("Agreement") is a contract between you and EnghagePro and applies to your use of EnghagePro Online Platform. You must read, agree with and accept all of the terms and conditions contained in this Agreement.

This is an important document which you must consider carefully when choosing whether to use EnghagePro Online Platform.

General

By signing up to use the EnghagePro account through the EnghagePro website, the EnghagePro API, and/or any associated websites (collectively the "EnghagePro website"), you agree to comply with and be legally bound by this Agreement, as revised from time to time. If you do not agree to any of the terms set forth in this Agreement, or any subsequent modification to the Agreement, you may not access or use any of EnghagePro Online Platform.

We may amend or modify this Agreement by posting on the EnghagePro website or emailing to you the revised Agreement, and the revised Agreement shall be effective at such time. We may (a) modify or discontinue any portion of the EnghagePro Online platform, and (b) suspend or terminate your access to the EnghagePro Online Services, at any time, and from time to time, without notice to you in certain, limited circumstances described herein. You agree that we shall not be liable to you or any third party for any modification or termination of the EnghagePro Online Services, or suspension or termination of your access to the EnghagePro Online Services, except to the extent otherwise expressly set forth herein.

Please note the following risks of using EnghagePro Online Services:

- EnghagePro transactions using a bank account or credit card may be reversed at a later time, for example, if such a payment is subject to a chargeback, reversal, claim or is otherwise invalidated.
- EnghagePro transaction may be unconfirmed for a period (usually less than one working day, but up to seven working day) and never complete if it is in a pending state.
- You agree that disputes between you and EnghagePro will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.

1. Our Relationship with You.

1.1 EnghagePro helps you make payments to and accept payments from third parties. EnghagePro provides an electronic cash wallet service where you can store your current commission to allow you in buying and selling of EnghagePro services. EnghagePro is an independent contractor for all purposes. EnghagePro does not have control of, or liability for, the products or services that are paid for with EnghagePro services. We do not guarantee the identity of any user or other party or ensure that a buyer will complete a transaction. EnghagePro assists its users in all its transactions in the company.

1.2 Your Privacy. Protecting your privacy is very important to EnghagePro. Please review our [Privacy Policy](#) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

1.3 Privacy of Others; Marketing. If you receive information about another user through EnghagePro services, you must keep the information confidential and only use it in connection with EnghagePro services. You may not disclose or distribute a user's information to a third party or use the information for marketing purposes unless you receive the user's express consent to do so. You may not send unsolicited email to a user through EnghagePro.

1.4 Intellectual Property. "EnghagePro " and all logos related to EnghagePro services are either trademarks, or registered marks of EnghagePro or its licensors.

1.5 Password Security and Keeping Your Email and Address Current. You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access EnghagePro services. You are responsible for keeping your email address up to date in your Account Profile.

1.6 Notices to You. You agree that EnghagePro may provide you communications about your Account and EnghagePro services electronically.

1.7 Notices to EnghagePro. We prefer receiving notices to EnghagePro electronically through our Helpdesk. Paper notifications can also be sent to EnghagePro. - See our contact page for our mailing address.

2. Accounts.

2.1 Eligibility. To be eligible to use EnghagePro services, you must be at least 18 years old.

2.2 Identity Authentication. If you wish to use the services of EnghagePro through its web you authorize EnghagePro, directly or through third parties, to make any inquiries we consider necessary to validate your identity.

2.3 Third Party Applications. If you grant express permission to a third party to connect to your EnghagePro account, either through the third party's product or through EnghagePro, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. Further, you acknowledge and agree that you will not hold EnghagePro responsible for, and will indemnify EnghagePro from, any liability arising from the actions or inactions of this third party in connection with the permissions you grant. You may change or remove these permissions at any time from the Account Settings (API) page.

2.4 Taxes. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. Internet-Pass Select Corporation is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

2.5 Your account with us is not a bank account. Our services are not financial instruments, and we are not a regulated financial institution. No interest will be paid on any funds or currency you use to purchase or trade for any other currency, and such currency is not insured by the company or any government agency.

2.6 Limitations. EnghagePro may delay an order if customer has not provided personal identifying information, if it reasonably suspects that customer is in violation of the User Agreement, or if further personal identifying information is necessary to establish the identity of the customer ("KYC"). Until completion of such verification procedures, customers may experience delayed processing of transactions. EnghagePro will designate any such delayed transaction as "pending," and funds will not be available until the pending transaction is completed. EnghagePro reserves the right to refuse to process, cancel, or to reverse any customer transaction (i) as required by law, (ii) in response to a facially valid subpoena, court order, or other government order, or (iii) if EnghagePro reasonably suspects that the transaction is erroneous, or is in violation of the EnghagePro User Agreement.

2.7 Unsolicited Deposits. Unsolicited deposits into our bank account are subject to a processing fee of up to Php 2,000.00 per incidence. EnghagePro reserves the right at its own discretion to either process or reject such deposits and associated orders. Any reversal of funds will require adequate (as determined by EnghagePro) proof of payment, identification of payer, and proof of ownership of the originating account (where applicable).

Examples of unsolicited deposits include but are not limited to: making a deposit without a corresponding order; check, wire, or other non-cash deposits; depositing an amount that substantially exceeds the order amount; placing an order after a deposit has been made; any type of deposit resulting in circumvention of account limits.

2.8 Wrong or Partial Beneficiary Details. A processing fee of up to Php 200 per failed attempt may be assessed at EnghagePro's discretion for orders which we are unable to complete due to wrong or partial beneficiary information.

3. Restricted Activities.

3.1 Restricted Activities. In connection with your use of EnghagePro services, other users, and third parties you will not:

- Violate any law, statute, ordinance, or regulation (for example, those governing financial services, controlled substances, or consumer protections);
- Intentionally try to defraud EnghagePro or other EnghagePro users.
- EnghagePro or any third party's copyright, patent, trademark, or intellectual property rights.
- Provide false, inaccurate or misleading information.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure; or detrimentally interfere with, intercept, or expropriate any system, data, or information.

4. Disputes with EnghagePro

4.1 Indemnification. You agree to indemnify and hold EnghagePro, its parent, the officers, directors, agents, joint venturers, and employees harmless from any claim or demand (including attorneys' fees) arising out of your breach of this Agreement or your use of EnghagePro services.

4.2 Release of EnghagePro. If you have a dispute with one or more users, you release EnghagePro (and our parent, officers, directors, agents, joint ventures, employees and suppliers) from any and all Claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

4.3 Disputes with EnghagePro. If you think we have made an error, write/email to us at helpdesk@enghagepro.com. In your correspondence, you must give us information sufficient to identify you, your account, and the transaction on which you believe an error occurred. You must contact us within 30 days after the transaction occurred. Within 90 days of receiving your request, we must either correct the error or explain to you why we believe the transaction was correct.

5. Customer Deposits.

5.1 EnghagePro may introduce you to third party customers or "Tellers" for the purpose of depositing funds into your EnghagePro account. While we try to verify each Teller, we will not assess the suitability, legality or ability of any third-party deposit providers and you expressly waive and release the company and/or its directors, officers and employees from any and all liability, claims or damages arising from or in any way related to the third-party deposit service provider. the company will not be a party to disputes, negotiations of disputes between you and such third-party providers. Responsibility for the decisions you make regarding services offered via the software or service (with all its implications) rests solely with you. we will not assess the suitability, legality or ability of any such third parties and you expressly waive and release the company and/or its directors, officers and employees from any and all liability, claims, causes of action, or damages arising from your use of the software or service, or in any way related to the third parties introduced to you by the software or service.

5.2 Any references in the Site, Application or Services to a Customer being "verified" or "connected" (or similar language) only indicate that the user has completed a relevant verification process, and does not represent anything else. Any such description is not an endorsement, certification or guarantee by EnhagePro about any Customer, including of the Customer's identity and whether the Customer is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Application and Services. We therefore recommend that you always exercise due diligence and care when deciding whether to trust a Teller or to accept a deposit request from a Customer, or to have any other interaction with any other Customers.

6. General Provisions.

6.1 Limitations of Liability. IN NO EVENT SHALL WE, OUR PARENT, THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF EnhagePro OR OUR PARENT BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, EnhagePro SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you. OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

6.2 No Warranty. EnhagePro SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. EnhagePro, OUR PARENT, THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF EnhagePro OR OUR PARENT SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EnhagePro does not have any control over the products or services that are paid for with EnhagePro services and EnhagePro cannot ensure that a buyer or a Seller you are dealing with will actually complete the transaction or is authorized to do so. Internet-Pass Select Corporation does not guarantee continuous, uninterrupted or secure access to any part of EnhagePro services, and operation of our site may be interfered with by numerous factors outside of our control. EnhagePro will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but EnhagePro makes no representations or warranties regarding the amount of time needed to complete processing because EnhagePro services are dependent upon many factors outside of our control, such as delays in the banking system or the U.S. or international mail service. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from state to state.

6.3 Arbitration. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled on an individual basis in accordance with International arbitration in the Philippines is principally governed by Republic Act No 9285, otherwise known as the Alternative Dispute Resolution Act of 2004 (the 'ADR Act'). The ADR Act provides that the UNCITRAL Model Law (the 'Model Law') shall govern international commercial arbitrations conducted in the Philippines, although both the ADR Act and its implementing rules and regulations (Department of Justice Circular No 098-09; the 'IRR') also contain provisions relevant to the conduct of international arbitration in the country. The Supreme Court's AM No 07-11-08-SC, or the Special Rules of Court on Alternative Dispute Resolution (the 'ADR Rules'), sets out the procedural rules governing various incidents and remedies related to arbitration proceedings in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees.

6.4 Time Limitation on Claims. You agree that any claim you may have arising out of or related to your relationship with EnhagePro must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

APPENDIX 1: PROHIBITED BUSINESSES AND PROHIBITED USE

The following categories of businesses, business practices, and sale items are barred from EnghagePro services ("Prohibited Businesses"). By opening a EnghagePro account, you confirm that you will not use EnghagePro services in connection with the following businesses, activities, practices, or items:

1. Operating as an unlicensed money transmitter, money service, payment service provider, e-money, or any other financial services business which requires licensure, including but not limited to exchanges of virtual currencies, sales of money orders or traveler's checks, and escrow services
2. Counterfeit products or any product or service that infringes upon the copyright, trademark, or trade secrets of any third party
3. Stolen goods
4. Narcotics, controlled substances, prescription and pharmaceutical services, drug paraphernalia, or any substances designed to mimic illegal drugs
5. Gambling, except where permitted by EnghagePro
6. Sports forecasting or odds making
7. Prostitution or illegal escort services
8. Violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same
9. Funding any of the items included on this Prohibited Businesses list
10. Extortion, blackmail, or efforts to induce unearned payments
11. Unlicensed sale of firearms and certain weapons
12. Engaging in deceptive marketing practices
13. Any business that violates any law, statute, ordinance or regulation

You may not use your EnghagePro Account to engage in the following categories of activity ("Prohibited Use"). By opening a EnghagePro Account, you confirm that you will not use your Account to do any of the following:

1. Violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are or are required to be a member (for example, those laws, rules, or regulations governing financial services, controlled substances, or consumer protections);
2. Partake in a transaction which involves the proceeds of any unlawful activity;
3. Partake in any transaction involving online gambling except where permitted by EnghagePro;
4. Defraud or attempt to defraud EnghagePro or other EnghagePro users;
5. Infringe upon EnghagePro's; or any third party's copyright, patent, trademark, or intellectual property rights;
6. Provide false, inaccurate or misleading information;
7. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
8. Interfere with another individual's or entity's access to or use of any of the EnghagePro Services;
9. Defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others;
10. Publish, distribute or disseminate any unlawful material or information;
11. Transmit or upload any material to the EnghagePro Site that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
12. Harvest or otherwise collect information from the EnghagePro Site about others, including without limitation email addresses, without proper consent;
13. Act as a payment intermediary or aggregator or otherwise resell any of the EnghagePro Services, unless expressly authorized by EnghagePro in writing;
14. Transfer any rights granted to you under this Agreement;
15. Use the EnghagePro Account information of another party to access or use the EnghagePro Site, except in the case of specific Merchants and/or applications which are specifically authorized by a user to access such user's EnghagePro Account and information;

16. Otherwise attempt to gain unauthorized access to the EnghagePro Site, other EnghagePro Accounts, computer systems or networks connected to the EnghagePro Site, through password mining or any other means; or
17. Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law.