

Terms and Conditions

Introduction

Welcome to the MLhuillier.com website (hereinafter the "Site"). The following terms and conditions ("Terms and Conditions") govern your use and access of the Site. And your continuous use confirms your understanding and represents that you agree to be bound to the Terms and Conditions herein set forth.

Access to and use of password protected and/or secure areas of the Site are restricted to clients and general users with accounts only. You may not obtain or attempt to obtain unauthorized access to such parts of this Site, or to any other protected information, through any means not intentionally made available by us for your specific use.

Display and images of places and lots shown on the Site are either the property of, or used with permission by MLhuillier.com. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms and Conditions or specific permission provided elsewhere on the Site. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

It is presumed that, any and all, information and pictures on the Site are copyrighted unless otherwise stated, thus, may be used only to the extent allowed by this Site or upon the written consent of MLhuillier Properties. MLhuillier Properties neither warrants nor represents that your use of the information and pictures on the Site will not infringe on the rights of third parties not affiliated, connected, associated or accredited with MLhuillier Properties Philippines.

You may not make any part of the Site available as part of another website, whether by hyperlink framing on the Internet or otherwise, unless you have been authorized to do so in writing by MLhuillier Properties

MLhuillier Properties does not warrant and makes no representation that the information, display and pictures shown in the Site are suitable, appropriate or available for use in other locations and other countries. Those who choose to access the Site from other locations or countries do so on their own volition and are bound to adhere with intellectual property laws, trademark and copyright laws and to such laws deemed applicable.

MLhuillier Properties, reserves the right, without notice, to amend, revise, enhance, change, modify, alter or remove portions of these Terms and Conditions of use at any time. Amendments shall take effect once posted on the Site. Regular update of the Terms and Conditions is your responsibility. The continued use of the Site following the posting of any amendments to the Terms and Conditions constitutes your acceptance to those amendments and are thus, bound by its current amendments. MLhuillier Properties further reserves the right to suspend, or permanently discontinue all or any part of this Site and to restrict or prohibit access to it.

MLhuillier Properties, is not responsible for the content or practices of third party websites or any other sites linked to the Site. Your linking to any other off-site pages or other sites is at your own risk.

When you access the Site, you should either be at least 18 years of age or accessing the Site under the supervision of a parent or legal guardian. We grant you a non-transferable and revocable license to use the Site, under the Terms and Conditions described. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by MLhuillier Properties in advance. Any breach of these Terms and Conditions shall result in the immediate revocation of the license granted in this paragraph without notice to you. Content provided on this site is solely for informational purposes. Product representations expressed on this Site are those of the broker, developer or owner of the listings and are not made by us. Submissions or opinions expressed on this Site are those of the individual posting and such content does not reflect our opinion. Certain services and related features that may be made available on

the Site may require registration or subscription. Should you choose to register or subscribe for any such services or related features, you agree to provide accurate and current information about yourself, and to promptly update such information if there are any changes. Every user of the Site is solely responsible for keeping passwords and other account identifiers safe and secure. The account owner is entirely responsible for all activities that occur under such a password or account. Furthermore, you must notify us of any unauthorized use of your password or account. The Site shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section. During the registration process you agree to receive promotional emails from the Site. You can subsequently opt out of receiving such promotional e-mails by clicking on the link at the bottom of any promotional email.

By availing of the services of the Site of MLhuillier Properties.com, including its parent company, affiliates, subsidiaries, and related companies, as well as their respective officers, directors, shareholders, employees, agents, and other parties with which they do business (the "Company"), you acknowledge and affirm that the owner and operator of MLhuillier Properties.com, may use and process your Personal Information as defined by law, including those that may be sensitive or confidential, as disclosed by you in any activity related to the Company, including registration, participation, and enjoyment of any event, program, privilege, benefit or promotion conducted by the Company. Use and processing of Personal Information also includes collecting, recording, listing, systematizing, accumulating, storing, updating, extracting, transferring, anonymizing, blocking, deleting, and destroying whether through electronic means or otherwise.

Unless otherwise provided, any other communications you transmit to the Site by electronic mail or otherwise, will be treated as non-confidential and non-proprietary. They may be used by MLhuillier Properties.com or its affiliates for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication,

broadcast and posting within the Site. Furthermore, MLhuillier Properties.com is free to use any ideas, concepts, know-hows, or techniques contained in any communication you send to the Site for any purpose whatsoever including, but not limited to, developing and marketing of services using such information.

Finally, MLhuillier Properties , relies on the information or listings that the publisher, user or client submits for publication and does not warrant the truthfulness and accuracy thereof. MLhuillier Properties , shall not be liable for any false, misleading, erroneous or inaccurate information that it has published by virtue of the request of users or clients or even if done unilaterally by users.

Abusing 'MLhuillier Properties.com'

'MLhuillier Properties.com' and its community work together to keep our sites and services working properly and the community safe. Please report problems, offensive content and policy breaches to us. We work to ensure that listed items do not infringe upon the copyright, trademark or other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify our team and we will investigate.

Classified Acceptance and Pricing

The Site reserves the right to refuse or cancel any classifieds, uploads or requests for uploads for any reason, at any given time. You may be asked to provide additional verification or information, including but not limited to your: name, phone number and email address, before we accept to publish the classified information. We are determined to provide the most accurate information on the Site to our users; however, errors may still occur, such as cases when the price of a listing is not displayed correctly on the website. As such, we reserve the right to direct you to the appropriate person, broker, agent or entity who caused the listing to be uploaded.

Legal Disputes

Subject to the Company's right to seek injunctive relief in the courts of the Republic of the Philippines, any dispute, controversy or claim arising out of or in relation to or connection to the Terms and Conditions herein set forth, including without limitation any dispute as to the construction, validity, interpretation, enforceability or breach of any of the stipulations provided, shall be settled by arbitration in accordance with the Philippine Dispute Resolution Center, Inc. (PDRCI) Arbitration Rules as at present, in force.

You agree to indemnify, defend and hold MLhuillier Properties , its subsidiaries and affiliates, and their respective officers, directors, owners, agents, and information providers free and harmless from and against any and all claims, liabilities, losses, costs and expenses incurred in connection with any breach by you of these Terms and Conditions and Privacy Policy.

Applicable Law and Jurisdiction

The foregoing Terms and Conditions shall be governed by, construed and enforced in accordance with the laws of the Republic of the Philippines, as it is applied to agreements entered into and to be performed entirely within the country. Any action made by you, or any third party or MLhuillier Properties , to enforce the Terms and Conditions or, in connection with, any matters related to the Site shall be brought only in the territorial jurisdiction of the Philippines. If any provision of the Terms and Conditions shall be unlawful, void, voidable, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and Conditions herein provided and shall not affect the validity and enforceability of any and all other remaining paragraphs herein contained.

Privacy

To facilitate your account, MLhuillier Properties shall obtain your personal information such as but not limited to your first name, last name, mobile number and email address for our promotional campaigns and marketing. We do not sell or provide your personal information to third parties for their marketing purposes without your explicit consent.

We may use your information only as described in the MLhuillier.com Privacy and Confidentiality Policy in consonance to the Data Privacy Act of 2012. Your privacy is important to us. We collect and gather information, store and process them on our servers that are protected by physical and technological security measures and devices. You can access and modify the information you provide us and choose not to receive certain communications by signing-in to your account. For subscriptions, you do not need to log into your account if you opt to unsubscribe, you may do so by clicking Unsubscribe at the bottom of the email that we sent you.

For complete information on how we use and protect your personal information, you may look into the 'MLhuillier.com' Privacy and Confidentiality Policy. If you object to your information being transferred or used in this way, you may stop using our website.

Indemnity

You agree to indemnify, defend and hold MLhuillier Properties , and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the "Indemnified Parties") harmless from and against any and all claims, liabilities, losses, costs and expenses (including attorneys' fees) incurred by any Indemnified Party in connection with any breach by you of these Terms and Conditions and Privacy Policy.

Notices

You will receive an email notice or phone verification from MLhuillier.com once you have created a login account. This is a verifying tool that will counter check with you if the email address given and entered is accurate and existing during the registration process. This Notice shall be sent within 24 hours after registration and creation of an account, unless, we have been notified that the email address provided is invalid.

Right to Restrict Access

In addition to any other rights or remedies that may be available to MLhuillier.com, we may, without any liability whatsoever, in our sole discretion terminate or restrict your access or use of the Site at any time and without notice.

No Waiver

MLhuillier.com's failure to insist upon or enforce strict performance of any provision of these Terms & Conditions shall not constitute a waiver of the provision. Neither a course of dealing or conduct between you and us nor any trade or internet practices shall be deemed to modify these Terms & Conditions.

Severability

If any part of these Terms & Conditions is unenforceable, the unenforceable part shall be construed to reflect, as nearly as possible, the original intentions of the parties. All other provisions of these Terms & Conditions shall remain in full force and effect.

Limitation of Liability

Neither MLhuillier.com nor its subsidiaries, divisions, affiliates, officers, directors, agents, representatives or licensors shall be liable to you or anyone else for any loss or injury or any direct, indirect, incidental, consequential, special, punitive or similar damages arising out of your access to or use of, or your inability to access or use, the site or any materials, opinions or recommendations of third parties on the site. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if MLhuillier.com has been advised of the possibility of such damage.

Termination

In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate the Terms and Conditions or revoke any or all of your rights granted under the Terms and Conditions. Upon any termination of this Agreement, you

shall immediately cease all access to and use of the Site and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Site in whole or in part. Any termination of this agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that the Site shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with the Site or with any terms, conditions, rules, policies, guidelines, or practices in operating the Site, your sole and exclusive remedy is to discontinue using the Site.