

FILIPINO AMAZON MASTERCLASS

TERMS OF SERVICE

Thank you for selecting the Services offered by AMAZONATION Inc. and/or its subsidiaries and affiliates (referred to as “AMAZONATION”, “we”, “our”, or “us”). Review these Terms of Service (“Agreement”) thoroughly. This Agreement is a legal agreement between you and AMAZONATION. By accepting electronically (for example, clicking “I Agree”), installing, accessing or using the Services, you agree to these terms. If you do not agree to this Agreement, then you may not use the Services.

A. GENERAL TERMS

1. AGREEMENT

This Agreement describes the terms governing your use of the AMAZONATION online services provided to you on this website, including content, updates and new releases, (collectively, the “Services”). It includes by reference:

- AMAZONATION’s Privacy Statement provided to you in the Services available on the website or provided to you otherwise.
- Additional Terms and Conditions, which may include those from third parties.
- Any terms provided separately to you for the Services, including product or program terms, ordering, activation, payment terms, data processing agreements, etc.

By accessing or using our Services you agree that:

- You can form a binding contract with AMAZONATION;
- You are not a person who is prohibited from receiving the Services under the laws of the Philippines, or any other applicable jurisdiction; and
- You will comply with this Agreement and all applicable local, state, national, and international laws, rules, and regulations, including applicable trade regulations.

2. YOUR RIGHTS TO USE THE SERVICES

2.1. The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services and only for the purposes described by AMAZONATION. AMAZONATION reserves all other rights in the Services. Until termination of this Agreement and as long as you meet any applicable payment obligations, data limits, and otherwise comply with this Agreement, AMAZONATION grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Services.

2.2. You agree not to use, nor permit any third party to use, the Services or content in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- Provide access to or give any part of the Services to any third party.
- Reproduce, modify, copy, sell, trade, lease, rent, or resell the Services.
- Decompile, disassemble, or reverse engineer the Services.
- Make the Services available on any file-sharing or application hosting service.

2.3. This Services are not intended for use by the Philippine government or other entities utilizing appropriated funds to acquire a license to the Services (collectively "Users"). A license for use by Users is not granted and any such usage is prohibited. In the event any User should purport to acquire a license to the Software, such license is hereby nullified and declared void and no contract between AMAZONATION and a User shall result from such purported acquisition. AMAZONATION reserves the right in its sole discretion: (i) to cancel any Services order placed by a User (either directly from AMAZONATION or from any third party) at any time, including but not limited to, after such Software has been provided to the User at issue, and (ii) to restrict such User's access or use of the Services.

3. PAYMENT AND TAXES. For Services offered on a payment or installment basis, the following terms apply if you are the User paying for the Services, unless AMAZONATION or its third party affiliate notifies you otherwise in writing. This Agreement also incorporates by reference and includes program ordering and payment terms provided to you on the website for the Services:

1. Payments will be billed to you in Philippine Peso which may be made available (plus any and all applicable taxes), and your account will be debited (including any applicable taxes) when you subscribe and provide your

payment information, unless stated otherwise in the program ordering or payment terms on the website for the Services.

2. You must pay with one of the following:
 1. A valid credit card acceptable to AMAZONATION;
 2. A valid debit card acceptable to AMAZONATION;
 3. Sufficient funds in a checking or savings account to cover an electronic debit of the payment due; or
 4. By another payment option AMAZONATION provides to you in writing.
3. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services.
4. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of the Services, we may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.
5. If you avail of the installment feature, it allows you to pay the services over equal consecutive installments due once a month. All orders are subject to approval – for example, if you have any overdue payments, the Installment Feature will not be available to you. You can make prepayments any time BEFORE the due date. Otherwise, payments will be automatically attempted on the scheduled dates from your card. If a payment is not processed on or before the due date, late fees may apply. We charge you an installment plan fee at the time you choose the installment plan. You acknowledge and agree that the installment plan fee is fully earned upon payment and is non-refundable, including without limitation if you fail to complete the installment plan.
6. Additional cancellation or renewal terms may be provided to you on the website for the Services.

INSTALLMENT FEATURE AGREEMENT

This agreement provides that all disputes between you and us will be resolved by BINDING ARIBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract, except for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action. YOU HAVE A RIGHT TO OPT OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS.

Description of the Installment Feature

To use the Installment Feature, including making changes to your payment method and other personal information, you must inform AMAZONATION. The Installment Feature enables you to pay installments. Please note that AMAZONATION may, in its sole discretion, set certain minimum and maximum purchase amounts to use the Installment Feature. We may, in our discretion, apply a higher minimum purchase amount. The Installment Feature operates as follows:

First, you place your order with us, create your AMAZONATION Account and identify your preferred method of payment, designating issued credit or debit card as your "Payment Method". You may change your Payment Method at any time upon advice to AMAZONATION, but you may not be able to remove existing Payment Methods until all outstanding payments associated with your AMAZONATION services have been made.

Next, AMAZONATION will send you a confirmation of your order, including a payment schedule setting forth a list of payment amounts that AMAZONATION is entitled to receive from you and the relevant due dates of each payment.

Where you make your first Installment Payment at the time you place an order with us, AMAZONATION will collect this first Installment Payment as our limited payment collection agent. Your payment to AMAZONATION shall be considered the same as a payment made directly to us and your payment obligation to us for your first Installment Payment shall be extinguished upon receipt of such payment by AMAZONATION.

You are responsible for ensuring that you have sufficient funds via your Payment Method available to make Installment Payments on the dates specified in your Payment Schedule.

Late Payments

If you are using the installment plan feature and a payment is not paid prior to the Due Date as specified in your Payment Schedule, and the Installment Payment fails on the Due Date (for example, if your Payment Method is a credit or debit card that has expired or you have entered incorrect information regarding your Payment Method, you will be responsible for the Late Fees.

You authorize AMAZONATION to satisfy any monetary liability you owe us by (1) debiting your Payment Method at a later time or date, (2) debiting any other debit or credit card for which you have provided details, (3) offsetting the payment amount against any amounts AMAZONATION may owe to you, or (4) any other legal means.

AMAZONATION may, at its sole discretion, reasonably delay the application of, or waive wholly or partly, any Late Fee. If Late Fees are or may be incurred as a result of our error, please let AMAZONATION know, and it will waive or refund such fees, as applicable.

If you fail to make payments in accordance with your Payment Schedule, AMAZONATION reserves the right to limit, restrict, suspend or terminate your access to the Installment Feature in the future.

The Installment Feature is not a loan and there is no interest associated with the use of the feature.

AMAZONATION do not give any express warranty or guarantee as to the suitability, reliability or availability of the Installment Feature.

Prohibited uses of the Installment Feature

You agree not to use the Installment Feature for any unlawful or fraudulent activity and to immediately contact us if you believe that your Payment Method may be subject to an unauthorized transaction, account takeover or other type of fraudulent activity or security breach. By using the Installment Feature, you agree that you will not do any of the following:

1. Engage in any activities related to the Installment Feature that are contrary to any applicable law or regulation or the terms of any agreement you may have with AMAZONATION;
2. Provide false, inaccurate or misleading information to us;
3. Provide information belonging to any person other than yourself;
4. Use a AMAZONATION Account that belongs to another person for yourself or on behalf of another person;
5. Use any device, software, routine, file or other tool or technology, including but not limited to any viruses, trojan horses, worms, time bombs or cancelbots, intended to damage or interfere with the Installment Feature or to surreptitiously intercept or expropriate any system, data or personal information from the Installment Feature;
6. Breach this Agreement or any other agreement or policy that you have agreed to with us, or others;
7. Use the Installment Feature to accomplish a cash advance;
8. Take any action that imposes an unreasonable or disproportionately large load on our or AMAZONATION infrastructure, including but not limited to denial of service attacks, "spam" or any other such unsolicited overload technique; or
9. Commit unauthorized use of the Sites and our or AMAZONATION systems, including but not limited to unauthorized entry into our systems, misuse of passwords, or misuse of any information posted to the Site
10. Open or use multiple AMAZONATION accounts.

You may request to close your AMAZONATION Account by contacting AMAZONATION directly. You may only request to close your AMAZONATION Account if:

1. All amounts owing by you (including any Late Fees) have been paid in full; and
2. no disputes or refunds are in progress.

AMAZONATION may close your Account for any reason, upon giving you at least 10 days' notice. This Agreement will continue to apply to any orders

accepted prior to such closure until all amounts owing are received in full (including any Late Fees).

Except as otherwise stated, this Agreement will be terminated once your AMAZONATION Account is closed. However, you will remain liable for all outstanding obligations related to the AMAZONATION Account even after it has been closed.

Transaction Information

ALL SALES ARE FINAL AND NON-TRANSFERABLE, NO REFUNDS, NO EXCHANGES, NO RESALE, NOT REDEEMABLE FOR CASH.

All inquiries relating to either Payment Plan transactions as processed by AMAZONATION or to your participation in the Payment Plan must be directed to AMAZONATION for handling.

Automatic Payment Authorization: You authorize us to automatically charge to the payment card number and expiration date and other payment method information you provided (collectively, the "Payment Method") the Processing Fee and the amount of each payment under your Installment Plan on or about the due date thereof. Each charge will be processed in Philippine Peso and, if a charge is converted into another currency, its amount may vary based on fluctuations in the applicable conversion rate. Because of the consequences of failure to make a payment on time discussed above, you agree that you are responsible for notifying us immediately of any change in your Payment Method, including without limitation if your payment card number or expiration date changes or if your payment card is lost or stolen and replaced with a new payment card. You agree to update your Payment Method by logging onto your account with AMAZONATION.

You agree to make Installment Payments in accordance with your Payment Schedule. You may make early payments through your AMAZONATION Account. You hereby expressly consent to, authorize and instruct AMAZONATION to (a) initiate recurring debit card payments from the debit card you specify in your AMAZONATION Account; or (b) to initiate recurring charges from your specified credit card, for the amounts, and on those scheduled dates, set out in your Payment Schedule. All Installment Payments will be automatically charged to the designated credit or debit card in accordance with your Payment Schedule. You acknowledge that you are giving AMAZONATION the ability to collect or reverse variable payment amounts from or to your Payment Method, in accordance with your Payment Schedule and the terms of this Agreement.

You agree to be bound by any rules that your debit or credit card issuer requires for pre-authorized debit or credit card transactions. You are responsible for all fees charged by your financial institution associated with the Installment Payment.

AMAZONATION SHALL NOT BEAR ANY LIABILITY OR RESPONSIBILITY FOR ANY LOSSES OF ANY KIND THAT YOU MAY INCUR AS A RESULT OF A PAYMENT MADE ON ITEMS INCORRECTLY BILLED OR FOR ANY DELAY IN THE ACTUAL DATE ON WHICH YOUR ACCOUNT IS DEBITED OR YOUR CREDIT CARD IS CHARGED, except to the extent that such fees or charges arise as a result of AMAZONATION error or system failure. If any fees or charges are imposed as a result of AMAZONATION error or system failure, please provide AMAZONATION with a copy of the relevant records, and if AMAZONATION determines such error was made by them then they will reimburse you for the relevant fees or charges.

Order Confirmation and Cancellation

All orders that you place with us that utilize the Installment Feature are subject to approval by AMAZONATION, in its reasonable discretion. AMAZONATION may choose not to provide the Installment Feature to you, suspend your AMAZONATION Account, close your AMAZONATION Account or to cancel an approved order before the goods or services are delivered or supplied, if:

1. We or AMAZONATION reasonably considers this necessary in order to protect the integrity of its systems or the Installment Feature, prevent fraud or otherwise protect against legal, regulatory or non-payment risk;
2. We or AMAZONATION reasonably suspects, or is aware, that you have breached this Agreement in a material respect (including by failing to make any payment due under this Agreement on the applicable Due Date); or
3. We or AMAZONATION otherwise reasonably consider the order to be suspicious.

We or AMAZONATION may choose not to provide the Installment Feature to you at any time for any reason, including but not limited to your history of transactions on our Sites, to prevent fraud or if you violate any term of this Agreement.

If we or AMAZONATION cancel your previously approved use of the Installment Feature:

1. AMAZONATION will apply a full refund of any amounts you have paid (excluding any chargebacks or other fees incurred by AMAZONATION in relation to your payment) to your Payment Method or, if that is not possible, to any other payment source as directed by you (and approved by AMAZONATION), and will cancel any future payments related to that order;
2. We will not be obliged to deliver the goods (or provide the services) the subject of the order, unless required to do so by law;
3. You will have no obligation to make any further payments to us, or continue any other ongoing relationship with us, with respect to that order; and
4. If you wish to proceed with the purchase from us, we may accept an alternative payment method in our discretion, or if required to do so by law.

4. USE WITH YOUR MOBILE DEVICE

Mobile access to the Services requires an active subscription, internet access, and may not be available for all mobile devices or telecommunication providers. You will need to check the Services website to ensure your mobile device and telecommunications provider is compatible with the Services. AMAZONATION is not obligated to provide a compatible version of the Services for all mobile devices or telecommunication providers, which are subject to change by AMAZONATION at any time with reasonable notice to you. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. AMAZONATION MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

1. THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
2. ANY LOSS, DAMAGE, OR SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
3. ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

5. YOUR PERSONAL INFORMATION. You agree that AMAZONATION may use and maintain your data, as part of the Services. You give AMAZONATION permission to combine identifiable and non-identifiable information you enter or upload to the Services with that of other users of the Services and/or other AMAZONATION services. For example, this means that AMAZONATION may use your and other users' non-identifiable, aggregated data to improve the Services or to design promotions and provide ways for you to compare business practices with other users.

6. CONTENT AND USE OF THE SERVICES

6.1. Responsibility for Content and Use of the Services

1. Content includes any data, information, materials, text, graphics, images, music, software, audio, video, works of authorship of any kind, that are uploaded, transmitted, posted, generated, stored, or otherwise made available through the Services ("Content"), which will include without limitation any Content that account holders (including you) provide through your use of the Services. By making your Content available through your use of the Services, you grant AMAZONATION a worldwide, royalty-free, non-exclusive license to host and use your Content. Archive your Content frequently. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. AMAZONATION is not responsible for any of your Content or data that you submit through the Services.

6.2. Restricted Use of the Services.

6.2.1. You agree not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in, promote or transmit any of the following, including but not limited to:

1. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that is excessively violent, incites or threatens violence, encourages would encourage "flaming" others, or criminal or civil liability under any local, state, or foreign law;
2. Content that would impersonate someone else or falsely represent your identity or qualifications, or that may constitute a breach of any individual's

privacy; is illegally unfair or deceptive, or creates a safety or health risk to an individual to the public;

3. Except as permitted by AMAZONATION in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
4. Virus, Trojan horse, worm or other disruptive or harmful software or data; and
5. Any information, software or Content that you do not own or have the right to use which is not legally yours and without permission from the copyright owner or intellectual property rights owners thereof.

6.2.2. You shall not, and shall not permit any users of the Services or any other party to, engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the rights of others, is likely to cause notoriety, harm or damage to the reputation of AMAZONATION or could subject AMAZONATION to liability to third parties, including: (i) unauthorized access, monitoring, interference with, or use of the Services or third party accounts, data, computers, systems or networks; (ii) interference with others' use of the Services or any system or network, including mail bombing, broadcast or denial of service attacks; (iii) unauthorized collection or use of personal or confidential information, including phishing, pharming, spidering, and harvesting; (iv) viewing or other use of any Content that, in AMAZONATION's opinion, is prohibited under this Agreement; (v) any other activity that places AMAZONATION in the position of fostering, or having potential or actual liability for, illegal activity in any jurisdiction; or (vi) attempting to probe, scan, penetrate or test the vulnerability of an AMAZONATION system or network or to breach AMAZONATION's security or authentication measures, whether by passive or intrusive techniques. AMAZONATION reserves the right to not authorize and may terminate your use of the Services based on reasonable suspicion of your activities, business, products or services that are objectionable or promote, support or engage in any of the restricted uses described above.

You shall have no right, title or interest in and to the Service or Software, which rights of ownership will always be held by AMAZONATION.

You acknowledge that the Service is not intended for permanent storage and agree not to use the Service for general archiving or back-up purposes. You also agree not to store "critical" data on the Service, including without limitation data pertaining to power generation, military or national security, or any function to sustain or rescue the health or well-being of any person.

6.3. Community forums. The Services may include a community forum or other social features to exchange Content and information with other users of the Services and the public. AMAZONATION does not support and is not responsible for the Content in these community forums. Please use respect when you interact with other users. Do not reveal information that you do not want to make public. Users may post hypertext links to content of third parties for which AMAZONATION is not responsible.

6.4. AMAZONATION may freely use feedback you provide. You agree that AMAZONATION may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant AMAZONATION a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to AMAZONATION in any way.

6.5. AMAZONATION may monitor your Content. AMAZONATION may, but has no obligation to, monitor access to or use of the Services or Content or to review or edit any Content for the purpose of operating the Services, to ensure compliance with this Agreement, and to comply with applicable law or other legal requirements. We may disclose any information necessary to satisfy our legal obligations, protect AMAZONATION or its customers, or operate the Services properly. AMAZONATION, in its sole discretion, may refuse to post, remove, or refuse to remove, or disable any Content, in whole or in part, that is alleged to be, or that we consider to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

7. ADDITIONAL TERMS

7.1. We may tell you about other AMAZONATION services. You may be offered other services, products, or promotions by AMAZONATION (“Other Services”). Additional terms and conditions and fees may apply. With some Other Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet. You grant AMAZONATION permission to use information about your business and experience to help us to provide the Other Services to you and to enhance the Services. You grant AMAZONATION permission to combine your business data, if any, with that of others in a way that does not identify you or any individual personally. You also grant AMAZONATION permission to share or publish summary results relating to research data and to distribute or license such data to third parties.

7.2. Communications. AMAZONATION may be required by law to send Communications to you that may pertain to the Services or third party products and the use of information you may submit to us. Additionally, certain third party services you choose may require Communications with third parties who administer these programs. You agree that we and others who administer such services (as applicable), may send Communications to you by email and/or may make Communications available to you by posting them at one or more of our sponsored websites. You consent to receive these Communications electronically. The term “Communications” means any notice, record, agreement, or other type of information that is made available to you or received from you in connection with the Services or third party services. We may also send Communications to you using the means listed below.

1. The decision whether to do business electronically is yours, and you should consider whether you have the required hardware and software capabilities described below. Your consent to do business electronically and our agreement to do so covers all transactions you conduct through the Services.
2. In order to access and retain an electronic record of Communications, you will need: a computer, a monitor, a connection to an Internet service provider, Internet browser software that supports 128-bit encryption, PDF reader, and an email address. As applicable, by selecting the “I Accept” button, you are confirming to us that you have the means to access, and to print or download, Communications. We do not provide ISP services. You must have your own Internet service provider.
3. If you later decide that you do not want to receive future Communications electronically, please notify us. If you withdraw your consent to receive Communications electronically, we may terminate your use of the Services.
4. You agree to notify us promptly of any change in your email address. By providing us your telephone number (including a wireless/cellular telephone), you consent to receiving calls from AMAZONATION at that number.

7.3. You will manage your passwords and accept updates. You are responsible for securely managing your password(s) for the Services and to

contact AMAZONATION if you become aware of any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

8. DISCLAIMER OF WARRANTIES

8.1. YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AMAZONATION, ITS AFFILIATES, AND ITS AND THEIR THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY,"SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OF CONTENT IN OR LINKED TO THE SERVICES. AMAZONATION AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 14 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER.

8.2. AMAZONATION, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

9. LIMITATION OF LIABILITY AND INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS OR THE SERVICES AGREEMENT(S) TO THE CONTRARY. THE ENTIRE LIABILITY OF AMAZONATION, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, AMAZONATION, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF

DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET AMAZONATION SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF AMAZONATION AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF AMAZONATION, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

You agree to indemnify and hold AMAZONATION and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims").

AMAZONATION reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by AMAZONATION in the defense of any Claims.

10. CHANGES. We reserve the right to modify this Agreement, in our sole discretion, at any time. Such modifications may be posted through the Services, on our website for the Services or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. It is important that you review this Agreement whenever we modify it because your continued use of the Services indicates your agreement to the modifications.

11. TERMINATION. AMAZONATION may, in its sole discretion and without notice, restrict, deny, terminate this Agreement or suspend the Services, related or other Services, effective immediately, in whole or in part, if we determine that your use of the Services violates the Agreement, is improper or substantially exceeds or differs from normal use by other users, raises suspicion of fraud, misuse, security concern, illegal activity or unauthorized access issues, to protect the integrity or availability of the Services or systems and comply with applicable AMAZONATION policy, or if you no longer agree to receive electronic communications, or if your use of the Services conflicts with AMAZONATION's interests or those of another user of the Services. Upon termination, you must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect AMAZONATION's rights to any payments due to it. AMAZONATION may terminate a free account at any time. Sections 2.2, 3

through 15 will survive and remain in effect even if the Agreement is terminated.

12. EXPORT AND TRADE RESTRICTIONS. You acknowledge that the Services, its related website, online services, and other AMAZONATION Services, including the mobile application, delivered by AMAZONATION are subject to restrictions under applicable export control laws, including trade embargoes and sanctions and security requirements, and regulations administered by the Philippine government. You agree that you will comply with these laws and regulations, and will not export or re-export any part of the Services, in violation of these laws and regulations, directly or indirectly.

13. DISPUTES. ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except that you may assert claims in small claims court if your claims qualify. The Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply California law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND AMAZONATION ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

15. GENERAL. This Agreement, including the Additional Terms below and all services agreements, attachments, exhibits, and scheduled annexed thereto, is the entire agreement between you and AMAZONATION regarding its subject matter and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. Any license of AMAZONATION software or purchase of AMAZONATION services and support are made pursuant solely to the terms and conditions of this Agreement. Notwithstanding the content of any purchase order, sales order, sales confirmation, or any other printed or pre-printed document relating to the subject matter herein, the terms and conditions contained in this Agreement

shall take precedence over any contract or other document between you and AMAZONATION, and shall be incorporated by reference into any subsequent purchase order, sales order, or contract, and any conflicting, inconsistent, or additional terms and conditions contained therein shall be null and void. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable.