



## ASA PHILIPPINES FOUNDATION, INC

### Terms and Conditions

Last updated: October 01, 2022

Please read these terms and conditions carefully before using Our Service.

#### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### Definitions

For the purposes of these Terms and Conditions:

- **Country** refers to: Philippines
- **Company** (referred to as either “the Company”, “We”, “Us”, or “Our” in this Agreement) refers to ASA Philippines Foundation, 15<sup>th</sup> Floor Prestige Tower, F. Ortigas Jr. Road, Ortigas Center, Pasig, 1600, Metro Manila.
- **Device** means any device that can access the Service such as a computer, a cellphone, or a tablet.
- **Service** refers to the Website.
- **Terms and Conditions** (also referred as “Terms”) mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products and services) provided by a third-party that maybe displayed, included or made available by the Service.
- **Website** refers to ASA PH Website, accessible from [www.asaphil.org](http://www.asaphil.org).
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

#### Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

### **Links to Other Website**

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the 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 the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

### **Termination**

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

### **Limitation of Liability**

While we endeavor to ensure that the site content is correct and reliable, without limitation:

- ASA Philippines Foundation, Inc. gives no warranty as to the accuracy of any statements published on this site;

- ASA Philippines Foundation, Inc. gives no warranty that materials and information on this site will be constantly available and kept up to date;
- ASA Philippines Foundation, Inc. gives no warranty to a secure or error-free site or the server that makes it available are free from viruses and harmful components.
- ASA Philippines Foundation, Inc. is not liable for any damage or loss of data from viruses that may affect your computer and/or other property on account of use of this site including downloading any of the site content.

### **Intellectual Property**

This website and all of its original content are sole property of ASA Philippines Foundation, Inc., and are fully protected by appropriate copyright and other intellectual property rights laws.

### **Operator of Website**

This website is operated by ASA Philippines Foundation, Inc. with its registered office at 15<sup>th</sup> Floor Prestige Tower, F. Ortigas Jr. Road, Ortigas Center, Pasig, 1600, Metro Manila.

If you have any concern on the content which appears on this site or wish to correspond with us in relation to this website, please contact us using the following contact information:

info@asaphil.org

### **Permitted and Prohibited Use of Website**

Access to, and use of this site, including viewing, downloading, printing and reproducing of pages, images and other content on this site which has been originated and provided directly by ASA Philippines Foundation, Inc. is prohibited unless specifically permitted in these Terms.

ASA Philippines Foundation, Inc. gives limited, non-transferable, non-exclusive, revocable permission for users to access and make personal, non-commercial use of this site and site content as a support and communication resource, subject to restrictions below:

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- user may electronically copy and print in hard copy provided that all copyright and proprietary notices are retained on the site content
- edit or modify any of the site content;
- republish materials from this website without prior consent of ASA Philippines Foundation, Inc.;
- sell, rent or otherwise sub-license material from the website;

- redistribute material from this website, except for content specifically and expressly made available for redistribution; or
- any systematic or automated data collection activities such as use of data mining, robots, or similar data gathering and extraction tools without our written consent.

### **Acceptable Use**

User shall not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is or in connection to unlawful, illegal, fraudulent or harmful and malicious computer software activities.

User shall not use this site in a way that breaches these Terms and Conditions or that causes or is likely to cause any damage, interruption or impairment of this site. If you breach these terms of use in any way, we may take such action as we deem appropriate to deal with the breach.

### **Governing Law**

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

### **Changes to These Terms and Conditions**

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to 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 Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

### **Contact Us**

If you have any questions about these Terms and Conditions, You can contact us:

By email: [info@asaphil.org](mailto:info@asaphil.org)