



Terms and Conditions for Globe myBusiness Community Portal

Welcome to Globe myBusiness Community Portal. These Terms and Conditions govern your use of the site and its content. By using this site, you agree to these Terms and Conditions. If you do not agree, please do not use the site.

1 Definitions and Interpretation

1.1 In these Terms and Conditions, the following words and expressions shall have the following meanings:

“Acceptance” or its derivatives means the Customer’s indication of acceptance of all related terms and conditions associated with the Service, including but not limited to these Terms and Conditions and any other applicable terms and conditions.

“Customer” shall mean any person who applies or subscribes to or utilizes the Service.

“Customer Registration Web Form” means the form prescribed by Globe and used by the Customer to subscribe to the Service.

“Date of Service Required” means the date on which the Customer wishes for the Service to commence.

“End User” means any person(s) authorized by the Customer to utilize SaaS available on the Service.

“Globe” means Globe Telecom, Inc. or any of its related corporations.

“SaaS” means Software as a Service, a software application delivery model where a software vendor develops a web-native software application and hosts and operates (either independently or through a third-party) the application for use by end customers over the Internet.

“Service” means the service known as Globe myBusiness, which is a service delivery network provided by Globe to be used for the purchase, management and/or access of SaaS by the Customer at URL: <https://mybusinesscommunity.globe.com.ph>.

“Terms” means Globe Telecom, Inc.’s applicable terms and conditions.

“Work” means any work the Customer requests Globe to perform in relation to the Service including, without limitation, any Service provisioning.

1.2 The words and expressions used in these Terms and Conditions, which are defined in the Terms but are not defined in these Terms and Conditions, shall have the same meanings as defined in the Terms unless the context otherwise requires.

1.3 The headings or titles to the clauses in these Terms and Conditions are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Terms and Conditions.

2 Commencement and Duration of Service

2.1 The Service shall commence on the date the Service is provisioned by Globe.

3 Termination

3.1 For Customers who have subscribed to the Service, Globe or the Customer may terminate the Service by giving to the other not less than thirty (30) days prior written notice.

3.2 Upon termination, all subscribed SaaS, paid or otherwise, shall be terminated and all data and user accounts will be removed and deleted.

4 Fees and Charges

4.1 Fees and Charges shall be applicable should the Customer purchase any SaaS on the Service. This shall equally apply to any person(s), namely administrators, who granted rights to purchase any SaaS on behalf of the Customer.

4.2 Purchase of SaaS is only available to Customers who have a Globe account.

4.3 For avoidance of doubt, End Users are not allocated rights to purchase any SaaS found on the Service.

5 Service Requirements and Limitations

5.1 The Customer acknowledges that Service availability is subject to:

(a) technical capability of the Globe network and of Globe's delivery systems at the time at which the Service is requested or delivered; and

(b) provisioning time that is required by Globe to provide the Service.

5.2 The Customer shall ensure that all Customer-provided equipment on its premises that connects to the Service will perform according to published technical specifications for such equipment and Globe's interface and other specifications for the Service.

5.3 The Customer acknowledges that:

(a) it must procure and maintain at its own expense any equipment, software, operating conditions and/or specifications needed to implement, receive and/or use the Service; and

(b) the technical means by which Globe supplies the Service is at Globe's sole discretion.

5.4 The Customer shall not:

- (a) through the use of the Service infringe Globe or any third party's copyright or other intellectual property rights pertaining to the information or resources available nor shall the Customer retain such information or resources for re-use in any computer system or otherwise;
 - (b) use the Service to access information or resources which are private to individuals and/or organizations unless permission to do so has been granted by the owners or holders of the rights to such resources and information; and/or
 - (c) use any program, spider or "bot" to gather or "harvest" information from the Service.
- 5.4 If the Customer reports a fault and, following investigation by Globe, either no fault is found or Globe determines that the fault is not with Globe, then Globe may charge the Customer for damages and costs of such fault report.
- 5.5 The Customer shall ensure that the Service supplied under this Agreement is only used for the Customer's own consumption within its own organization and that it will not re-supply the Service to its own customers or any third parties, unless stated otherwise by Globe. In the event that the Customer breaches this clause, Globe may terminate the Service and all SaaS associated with the Customer's account, immediately without any liability to Globe whatsoever, including damages or otherwise. Globe reserves the right to also seek compensation from the Customer in respect of any loss and damage incurred.
- 5.6 The Customer shall be solely responsible for the use and consequences of the Service and for any content, information, data or the like stored by the Customer, in or disseminated through any Customer account(s). For avoidance of doubt, Customer account(s) includes any and all accounts assigned by the Customer.
- 5.7 In no event will Globe be responsible to the Customer or any other parties for any loss, corruption, destruction or alteration of any content, data, information or the like stored by the Customer via the Service.
- 5.8 Globe may, at any time and without any notice, temporarily suspend the Service for operational reasons such as repair, maintenance, upgrade or improvement of the Service or because of an emergency. Globe will restore the Services as soon as reasonably practicable. Globe may also modify the Services in order to keep pace with the prevailing demands and technological developments, at its discretion and without any notice to Customer.
- 5.9 The use of the Service is subject to any instructions, notices and directions of Globe as may be given from time to time.

6 Service Provision

- 6.1 Globe shall charge for all Work, where applicable.
- 6.2 Globe reserves the right not to accept or not to proceed with any application for Work if:
- (a) the application submitted by the Customer and received by Globe is not duly completed, signed and company stamped as necessary; and/or
 - (b) Globe considers it is unable to perform the Work due to non-availability of resources.

- 6.3 If Globe commissions the Service and the Customer's facility subsequently deteriorates to a level below the specifications and operating conditions advised by Globe, then the Customer shall rectify the situation forthwith to meet the specification.

7 Consent to Use and Disclose Information and Data

- 7.1 The Customer agrees that Globe shall be entitled to use or disclose any information or data disclosed by the Customer in accordance with Globe's Privacy Policy and/or for legitimate business purposes. The Customer is entitled to withdraw such consent in the procedure as prescribed by Globe from time to time.
- 7.2 Globe may allow the Customer to supply content for the Service or its functions that can be accessed and viewed by others. The Customer agrees not to post any content that violates these Terms and Condition and any applicable terms. Content that violates applicable rules may be removed.
- 7.3 If the Customer posts any content on any blog or other public area of the Service, the Customer grants Globe the perpetual sublicensable right and license to use, copy, display, perform, distribute, modify, adapt, abridge, exploit and promote this content in any way and in any commercial or non-commercial medium or form without charge.

8 General

- 8.1 The Customer acknowledges and agrees that the Service may include third party software and/or other related items to which the Customer agrees to bear any and all risk in respect of any use by it thereof or reliance upon any results or data produced thereby. Globe makes no warranty or representation whatsoever in relation to any component of the Service and specifically disclaims any and all express or implied warranties (including any warranty as to non-infringement, satisfactory quality and/or suitability for purpose etc.) in relation therewith to the maximum extent permissible by law. Accordingly, the Customer shall not make any claim whatsoever against Globe or any of its related corporations based on any use by such Customer of any component of the Service hereunder.
- 8.2 The Customer shall, at all times, be bound by and shall fully observe and comply with any and all third party terms and conditions of use ("Third Party Terms") whether or not attached to these Terms and Conditions, including any variations and/or amendments thereto, that is howsoever and/or whensoever notified to the Customer. The Customer acknowledges and agrees that it shall be a condition for the Service to be rendered or continue to be rendered (as the case may be), for the Customer to agree to and be bound by and to fully observe such Third Party Terms.
- 8.3 Without prejudice to the foregoing, the Customer acknowledges and agrees that the Customer is responsible for ensuring that any Terms are brought to the attention of, and complied with by, any person that the Customer permits or allows to use the Service.
- 8.4 This Agreement may be terminated forthwith by Globe if the Customer's use, content or conduct in relation to the Service is deemed unlawful or inappropriate including, without limitation, fraud, invasion of privacy, illegal pornography, obscenity, defamation or interference with, or disruption to, other network users, network services or network equipment. Globe may also terminate this Agreement if the Customer violates these Terms and Conditions or any Terms or for any other reason in Globe's discretion.

- 8.5 The Customer shall be bound by and shall fully observe and comply with all the Terms as well as such other terms and conditions as may be agreed or Accepted by the Customer. The rights and protections conferred on Globe under these Terms and Conditions shall be additional to the rights and protections conferred on Globe under the Terms and any other terms and conditions agreed or Accepted by the Customer.
- 8.6 Any clause in the Terms, these Terms and Conditions, or any other terms and conditions as may be agreed or Accepted by the Customer, that is invalid, unenforceable or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other clauses, which clauses shall continue to be valid and enforceable to the fullest extent permitted by law.
- 8.7 The Service provided by Globe under these Terms and Conditions may not be re-sold or otherwise re-provided by the Customer to any other person(s) whomsoever. In the event that the Customer desires to re-sell or re-provide the Service, the Customer and Globe shall enter into a separate agreement containing the terms and conditions for such a re-sale or re-provision.
- 8.8 The Customer may use the Service for lawful purposes only and only in ways consistent with the law.
- 8.9 Globe may discontinue or change any content, service, function or feature at any time with or without notice.
- 8.10Globe and its vendors reserve all rights under intellectual property law in the Service. Except as Globe may expressly state in writing, the Customer may not reproduce, reprint, publish or otherwise exploit content or technology from Globe or its vendors in the Service without express prior written consent.
- 8.11The Customer agrees that Globe is not liable for content that is provided by others. Globe has no duty to screen content supplied or posted, but Globe has the right to refuse to post or to edit submitted content. Globe reserves the right to remove any content for any reason at any time.
- 8.12Globe may include links to third party web sites. The Customer agrees that Globe is not responsible or liable for any content or other materials on third party sites. The Customer also agrees that Globe is not responsible for content or claims supplied by advertisers. Globe is also not responsible for any transactions or dealings between the Customer and any third party or any advertiser. The Customer agrees that Globe is not responsible for any claim or loss due to a third party site or any advertiser.
- 8.13The Customer agrees to defend, indemnify, and hold harmless Globe from all liabilities, claims, and expenses, including attorney's fees, that arise from the Customer's use or misuse of the Service.
- 8.14Globe may change these Terms and Conditions at any time. If the Customer continues to use the Service after Globe makes changes to the Terms and Conditions, the Customer is signifying acceptance of the new terms. The Customer is responsible for checking these terms periodically for any changes.
- 8.15This Agreement shall be governed by and construed in accordance with the laws of the Philippines. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof shall be settled by arbitration in the Philippines by a panel of three (3) arbitrators in accordance with the Philippine Dispute Resolution Center, Inc. ("PDRCI") Arbitration Rules as at present in force. Should interim judicial relief be necessary in connection with this Agreement, the parties may seek appropriate relief before the courts of Taguig City to the exclusion of other venues.