

TERMS OF USE

The following Terms of Use govern your use of this website of **Lyconet** Philippines Inc. (hereinafter referred to as “**Lyconet**”). Furthermore, the **Lyconet** Marketing Agreement and all additional legal documents also apply for **Lyconet** Marketers. Users of this website agree to these Terms of Use and agree that **Lyconet** cannot be held liable for the use of this website, as far as permitted by law. Lyconet may modify and amend these Terms of Use from time to time by updating them. If you do not accept the Terms of Use in full, the use of this website must be terminated immediately. We will inform the users about any change or amendment and ask for their consent. Until we received the user’s consent, the existing terms of use will apply to the respective user. (or updated terms of use can be effective since the date of announcement and shall replace the old ones immediately and customers are obliged to obey these guidance and rules which made public: “By continuing to use the website following such modifications to the Terms of Use, you agree to be bound by such modifications.”)

Lyconet will make every effort to present correct and up-to-date information on this website. However, no liability is assumed for the details and information on this website. Users of this website agree that access to and any use of this website and its contents is at their own risk, if not otherwise provided by law. As far as permitted by law, **Lyconet** shall not be liable for any damage resulting from access to, use of, or the inability to use this website, or for any errors or omissions herein.

All image, text, and audio files, as well as animations, videos, etc., and all other components of this website are protected by copyright and may not, in whole or in part, be distributed, downloaded, altered, reused, redirected, or otherwise used without prior express written permission from **Lyconet**. Files from the internal download area may be used only for private use.

Lyconet reserves the right to exclude persons from receiving information under its discretion without any prior notice, for reasons including but not limited to the violation of the Terms of Use herein by the user. As far as permitted by law, **Lyconet** shall not be liable for those unlawful activities or information by electronic referrals which lead from this site to other sites of the World Wide Web, and for those contents provided by persons in contact exchanges in our forums, unless it has actual knowledge of the same, and only if **Lyconet** does not act immediately to remove such information or block access to it. Discriminatory, offensive, morally objectionable, or unlawful content can be removed by **Lyconet** at any time without prior notice. The decision whether such content exists rests with **Lyconet** solely.

We will be happy to answer any further questions regarding these Terms of Use and the General Terms and Conditions at

Lyconet Philippines Inc.,
10th Floor, Pacific Star Building,
Sen. Gil Puyat Avenue corner Makati Avenue,
Makati City 1226,
Philippines
E-mail: international@Lyconet.com

DISCLAIMER

1. Lyconet Philippines Inc., (hereinafter referred to as “**Lyconet**”) assumes, as far as permitted by law, no responsibility for the currentness, correctness, completeness, legality and/or quality of the information provided. This also applies to all products and services offered on this website, including the product descriptions, prices, and information provided about the contractual partners of **Lyconet**. Technical errors and/or maintenance work, as well as other causes (such as a re-launch of the website) may result in shorter or longer disruptions of access. **Lyconet** shall not be liable for any damages (including but not limited to damages for loss of business or loss of profits) arising in contract, tort or otherwise from the usability and accessibility of the website. Liability claims against **Lyconet** regarding damage of a material or intangible nature (such as lost profits, frustrated expenses, damages due to data loss, unjust enrichment claims, legal fees, or contract execution fees) that are caused by the use of the information provided or by the use of incorrect and incomplete information are basically excluded unless **Lyconet** has proven to be intentionally or grossly negligent. All offers are subject to change and non-binding, until expressly accepted. **Lyconet** expressly reserves the right to modify, amend, or delete parts of the website or the entire offer without special notification or to cancel the publication in part or completely.

2. Furthermore, **Lyconet** is not responsible for external hyperlinks and their content, operated by other organisations and shall not be liable for any loss or damage arising out of and/or incidental to the use of the hyperlinks. **Lyconet** assumes, as far as permitted by law, no responsibility for the currentness, correctness, completeness, legality, or quality of the hyperlinks. All liability shall fall upon the provider of the linked website. **Lyconet** has no influence on the current and future design, content, or authorship of hyperlinks. For this reason, **Lyconet** hereby expressly dissociates itself from the content of all hyperlinks and from external entries in guestbooks, discussion forums, and mailing lists set up by **Lyconet**. A permanent content check of the linked websites is not reasonably possible without concrete indications of an infringement or violation of an applicable law, but such infringements/violations will be removed immediately upon notification of the same.

3. This website may be used only for information purposes and for private and commercial purposes. The entire content of this website is protected by copyright. This applies regardless of whether the content is made available for a fee or free of charge. Any reproduction, use, rental, loan, publication, or any other type of use is not permitted without the express written consent of Lyconet. A violation of this prohibition can lead to legal consequences, in particular on the basis of trademark, copyright, and competition regulations. **Lyconet** expressly reserves all copyright, trademark, and usage rights (right to use work and permission to use work) to this website.

4. **Lyconet** attaches great importance to the careful and confidential use of personal data. If the Internet site contains the possibility of entering personal or business data (e-mail addresses, names, addresses), this data is disclosed by the users on an expressly voluntary basis, and the disclosure can be terminated by users at any time and **Lyconet** shall delete all relevant personal data immediately. For more information about **Lyconet’s** data protection policy and practice and **Lyconet’s** use of personal data, please refer to **Lyconet’s** Data Protection Disclaimer.

5. This disclaimer is to be regarded as part of the website. Should parts or individual wordings of this text not, no longer, or not completely correspond to the applicable legal

situation, this shall have no effect on the content and validity of the other parts of the document.

6. Furthermore, **Lyconet** shall not be liable, as far as permitted by law, for user-generated content that is distributed on its website. In the same way, **Lyconet** shall not be liable for damages caused by these contents. Anyone who writes comments/reviews of any kind whatsoever on the website shall be liable for his/her contribution himself as the author. In the event of the infringement of legal rights of third parties, the originator of such infringements shall fully indemnify and hold **Lyconet** completely harmless and reimburse **Lyconet** for any and all direct and indirect damages and losses. Lyconet reserves the right to delete any content of which we are aware that is illegal, offensive to common decency, or otherwise detrimental to the reputation of **Lyconet**; in such cases, claims cannot be made against **Lyconet**. Whether content is illegal is subject to **Lyconet's** discretion only and at **Lyconet's** absolute discretion and at any time.