

## **Terms and Conditions**

### **1. INTRODUCTION**

1.1 Welcome to the 8E MEERAS Responder application (the "Application"), a patented technology of 8E Tech Philippines. Please read the following Terms and Conditions carefully before using this App or opening an 8E - Responder account (the "Account") so that you are aware of your legal rights and obligations with respect to 8E Multi-Emergency Early Response App System Philippines and its affiliates and subsidiaries (individually and collectively, "8E MEERAS", "we", "us" or "our"). The "Services" we provide or make available include (a) the Application, (b) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video (including live streams), messages, tags, content, programming, software, or other materials made available through the Application or its related services ("Content"). Any new features added to or augmenting the Services are also subject to these Terms and Conditions. These Terms and Conditions govern your use of Services provided by 8E MEERAS.

1.2 The Services include an online platform service that provides a place and opportunity for the sale of goods between you ("Responder"), and the user of the 8E MEERAS Call-for-help application ("User"), (collectively "you", "Responders" or "Parties"). The actual contract for sale is directly between Responder and User, and 8E MEERAS is not a party to that or any other contract between Responder and User and accepts no obligations in connection with any such contract. Parties to such transaction will be entirely responsible for the sales contract between them, the listing of goods, warranty of purchase and the like. 8E MEERAS is not involved in the transaction between Responder and User. 8E MEERAS may or may not pre-screen Responders or the Content or information provided by Responder. 8E MEERAS reserves the right to remove any Content or information posted by you on the Application in accordance with Section 6.4 herein. 8E MEERAS cannot ensure that Responder and User will actually complete a transaction.

1.3 Before becoming a Responder of the Application, you must read and accept all of the terms and conditions in, and linked to, these Terms and Conditions and you

must consent to the processing of your personal data as described in the Privacy Policy linked hereto.

1.4 8E MEERAS reserves the right to change, modify, suspend or discontinue all or any part of this Application or the Services at any time or upon notice as required by local laws. 8E MEERAS may release certain Services or their features in a beta version, which may not work correctly or in the same way the final version may work, and we shall not be held liable in such instances. 8E MEERAS may also impose limits on certain features or restrict your access to parts of, or the entire, Application or Services in its sole discretion and without notice or liability.

1.5 8E MEERAS reserves the right to refuse to provide you access to the Application or Services or to allow you to open an Account for any reason.

BY USING 8E MEERAS SERVICES OR OPENING AN ACCOUNT, YOU GIVE YOUR IRREVOCABLE ACCEPTANCE OF AND CONSENT TO THE TERMS OF THIS AGREEMENT, INCLUDING THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERENCED HEREIN AND/OR LINKED HERETO.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OUR SERVICES OR ACCESS THE SITE. IF YOU ARE UNDER THE AGE OF 18 OR THE LEGAL AGE FOR GIVING CONSENT HEREUNDER PURSUANT TO THE APPLICABLE LAWS IN YOUR COUNTRY (THE "LEGAL AGE"), YOU MUST GET PERMISSION FROM A PARENT OR LEGAL GUARDIAN TO OPEN AN ACCOUNT AND THAT PARENT OR LEGAL GUARDIAN MUST AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT KNOW WHETHER YOU HAVE REACHED THE LEGAL AGE, OR DO NOT UNDERSTAND THIS SECTION, PLEASE DO NOT CREATE AN ACCOUNT UNTIL YOU HAVE ASKED YOUR PARENT OR LEGAL GUARDIAN FOR HELP. IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A MINOR WHO IS CREATING AN ACCOUNT, YOU MUST ACCEPT THE TERMS OF THIS AGREEMENT ON THE MINOR'S BEHALF AND YOU WILL BE RESPONSIBLE FOR ALL USE OF THE ACCOUNT OR COMPANY SERVICES USING SUCH ACCOUNT, WHETHER SUCH ACCOUNT IS CURRENTLY OPEN OR CREATED LATER.

## **2. PRIVACY**

2.1 Your privacy is very important to us at 8E MEERAS. To better protect your rights we have provided the 8E MEERAS Responder application Privacy Policy to explain our privacy practices in detail. Please review the Privacy Policy to understand how 8E MEERAS collects and uses the information associated with your Account and/or your use of the Services (the “Responder Information”). By using the Services or providing information on the Application, you:

- (i) consent to 8E MEERAS’ collection, use, disclosure and/or processing of your Content, personal data and Responder Information as described in the Privacy Policy;
- (ii) agree and acknowledge that the proprietary rights of your Responder Information are jointly owned by you and 8E MEERAS; and
- (iii) shall not, whether directly or indirectly, disclose your Responder Information to any third party, or otherwise allow any third party to access or use your Responder Information, without 8E MEERAS’ prior written consent.

2.2 Responders in possession of another Responder’s personal data through the use of the Services (the “Receiving Party”) hereby agree that, they will (i) comply with all applicable personal data protection laws with respect to any such data; (ii) allow the Responder whose personal data the Receiving Party has collected (the “Disclosing Party”) to remove his or her data so collected from the Receiving Party’s database; and (iii) allow the Disclosing Party to review what information have been collected about them by the Receiving Party, in each case of (ii) and (iii) above, in compliance with and where required by applicable laws.

### **3. LIMITED LICENSE**

3.1 8E MEERAS grants you a limited and revocable license to access and use the Services subject to the terms and conditions of these Terms and Conditions. All proprietary Content, trademarks, service marks, brand names, logos and other intellectual property (“Intellectual Property”) displayed in the Application are the property of 8E MEERAS and where applicable, third party proprietors identified in the Application. No right or licence is granted directly or indirectly to any party accessing the Application to use or reproduce any Intellectual Property, and no party accessing

the Application shall claim any right, title or interest therein. By using or accessing the Services you agree to comply with the copyright, trademark, service mark, and all other applicable laws that protect the Services, the Application and its Content. You agree not to copy, distribute, republish, transmit, publicly display, publicly perform, modify, adapt, rent, sell, or create derivative works of any portion of the Services, the Application or its Content. You also may not, without our prior written consent, mirror or frame any part or whole of the contents of this Application on any other server or as part of any other platform. In addition, you agree that you will not use any robot, spider or any other automatic device or manual process to monitor or copy our Content, without our prior written consent (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this platform).

3.2 You are welcome to link to the Application from your platform, provided that your platform does not imply any endorsement by or association with 8E MEERAS. You acknowledge that 8E MEERAS may, in its sole discretion and at any time, discontinue providing the Services, either in part or as a whole, without notice.

#### **4. SOFTWARE**

Any software provided by us to you as part of the Services is subject to the provisions of these Terms and Conditions. 8E MEERAS reserves all rights to the software not expressly granted by 8E MEERAS hereunder. Any third-party scripts or code, linked to or referenced from the Services, are licensed to you by the third parties that own such scripts or code, not by 8E MEERAS.

#### **5. ACCOUNTS AND SECURITY**

5.1 Some functions of our Services require registration for an Account by selecting a unique user identification ("Responder ID") and password, and by providing certain personal information. If you select a Responder ID that 8E MEERAS, in its sole discretion, finds offensive or inappropriate, 8E MEERAS has the right to suspend or terminate your Account. You may be able to use your Account to gain access to other products, websites or services to which we have enabled access or with which we have tied up or collaborated. 8E MEERAS has not reviewed, and assumes no responsibility for any third party content, functionality,

security, services, privacy policies, or other practices of those products, websites or services. If you do so, the terms and conditions for those products, websites or services, including their respective privacy policies, if different from these Terms and Conditions and/or our Privacy Policy, may also apply to your use of those products, websites or services.

5.2 You agree to (a) keep your password confidential and use only your Responder ID and password when logging in, (b) ensure that you log out from your account at the end of each session on the Application, (c) immediately notify 8E MEERAS of any unauthorised use of your Account, Responder ID and/or password, and (d) ensure that your Account information is accurate and up-to-date. You are fully responsible for all activities that occur under your Responder ID and Account even if such activities or uses were not committed by you. 8E MEERAS will not be liable for any loss or damage arising from unauthorised use of your password or your failure to comply with this Section.

5.3 You agree that 8E MEERAS may for any reason, in its sole discretion and with or without notice or liability to you or any third party, immediately terminate or suspend your Account and your Responder ID, remove or discard from the Application any Content associated with your Account and Responder ID, withdraw any subsidies offered to you, cancel, or suspend any transactions associated with your Account and Responder ID, temporarily or in more serious cases permanently withhold any sale proceeds or refunds, and/or take any other actions that 8E MEERAS deems necessary. Grounds for such actions may include, but are not limited to, actual or suspected (a) violation of the letter or spirit of these Terms and Conditions, (b) having multiple Responder accounts, (c) curating Responder accounts through falsified information, (d) responding on curated false emergencies such as fire, security or crime, medical, and natural disasters regardless of any purpose, (e) creation, exploitation, or use of any unauthorized third-party software or products in conjunction with or operate the functions available on 8E MEERAS or (e) behaviour that is harmful to other Responders, third parties, or the business interests of 8E MEERAS. If a legal dispute arises or law enforcement action is commenced relating to your Account or your use of the Services for any reason, 8E MEERAS may terminate your Account immediately with or without notice.

5.4 Responders may terminate their Account if they notify 8E MEERAS in writing (through [www.8e-smart.com](http://www.8e-smart.com)) of their desire to do so. You understand and agree that your account will, at the earliest, be terminated twenty-four (24) hours after the request for termination. Notwithstanding any such termination, Responders remain responsible and liable for any incomplete transaction (whether commenced prior to or after such termination), shipment of the product, payment for the product, or the like, and Responders must contact 8E MEERAS after he or she has promptly and effectively carried out and completed all incomplete transactions according to the Terms and Conditions. 8E MEERAS shall have no liability, and shall not be liable for any damages incurred due to the actions taken in accordance with this Section. Responders waive any and all claims based on any such action taken by 8E MEERAS.

5.5 You may only use the Services and/or open an Account if you are located in one of our approved countries, as updated from time to time.

## **6. TERMS AND CONDITIONS**

6.1 The license for use of this Application and the Services is effective until terminated. This license will terminate as set forth under these Terms and Conditions or if you fail to comply with any term or condition of these Terms and Conditions. In any such event, 8E MEERAS may effect such termination with or without notice to you.

6.2 You agree not to:

(a) use the Services to make available any Content that is unlawful, harmful, threatening, abusive, harassing, alarming, distressing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

(b) violate any laws, including without limitation any laws and regulation in relation to curating false emergency reports to respond regardless of any purpose.

(c) upload, post, transmit or otherwise make available any Content featuring an unsupervised minor or use the Services to harm minors in any way;

- (d) use the Services to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- (e) cause, permit or authorize the modification, creation of derivative works, or translation of the Services without the express permission of 8E MEERAS;
- (f) use the Services in a manner that is fraudulent, unconscionable, false, misleading or deceptive;
- (g) open and/or operate multiple Responder accounts in connection with any conduct that violates either the letter or spirit of these Terms and Conditions;
- (h) access the 8E MEERAS platform, open a Responder account, or otherwise access your Responder account using any non-official 8E MEERAS hardware or software, including but not limited to an emulator, simulator, bot or other similar hardware or software;
- (i) take any action that may undermine the feedback or ratings systems;
- (j) attempt to decompile, reverse engineer, disassemble or hack the Services (or any portion thereof), or to defeat or overcome any encryption technology or security measures implemented by 8E MEERAS with respect to the Services and/or data transmitted, processed or stored by 8E MEERAS;
- (k) harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;
- (l) email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (m) email, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other unauthorised form of solicitation;
- (n) email, transmit or otherwise make available any material that contains software viruses, worms, Trojan-horses or any other computer code, routines, files or programs designed to directly or indirectly interfere with, manipulate, interrupt,

destroy or limit the functionality or integrity of any computer software or hardware or data or telecommunications equipment;

(o) interfere with, manipulate or disrupt the Services or servers or networks connected to the Services or any other Responder's use and enjoyment of the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Application;

(p) take any action or engage in any conduct that could directly or indirectly damage, disable, overburden, or impair the Services or the servers or networks connected to the Services;

(q) use the Services to intentionally or unintentionally violate any applicable local, state, national or international law, rule, code, directive, guideline, policy or regulation including, without limitation, laws and requirements (whether or not having the force of law) relating to anti-money laundering or counter-terrorism;

(r) use the Services to violate the privacy of others or to "stalk" or otherwise harass another;

(s) infringe the rights of 8E MEERAS, including any intellectual property rights and any passing off of the same thereof;

(t) use the Services to collect or store personal data about other Responders or Users in connection with the prohibited conduct and activities set forth above; and/or

(u) list items which infringe upon the copyright, trademark or other intellectual property rights of third parties or use the Services in a manner which will infringe the intellectual property rights of others.

6.3 You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. This means that you, and not 8E MEERAS, are entirely responsible for all Content that you email, transmit or otherwise make available through the Application. To the maximum extent permitted by applicable law, under no circumstances will 8E MEERAS be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a



result of the use of, or reliance on, any Content emailed, transmitted or otherwise made available on the Application.

6.4 You acknowledge that 8E MEERAS and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, delete, stop, suspend, remove or move any Content, including without limitation any Content or information posted by you, that is available on the Application without any liability to you. Without limiting the foregoing, 8E MEERAS and its designees shall have the right to remove any Content (i) that violates these Terms and Conditions or our Prohibited and Restricted Items Policy; (ii) if we receive a complaint from another Responder; (iii) if we receive a complaint from another User; or (iv) if we receive a notice or allegation of intellectual property infringement or other legal instruction or request for removal. We may also block the Services as part of our effort to protect the Services or our Users, or otherwise enforce the provisions of these Terms and Conditions. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including, without limitation, any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you have not and, to the maximum extent permitted by applicable law, may not rely on any Content created by 8E MEERAS or submitted to 8E MEERAS, including, without limitation, information in 8E MEERAS Forums and in all other parts of the Application.

6.5 You acknowledge, consent to and agree that 8E MEERAS may access, preserve and/or disclose your Account information and Content to any legal, regulatory, or governmental authority, the relevant rights owner, or other third parties if required to do so by law, pursuant to an order of a court or lawful request by any governmental or regulatory authority having jurisdiction over 8E MEERAS or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms and Conditions or our Prohibited and Restricted Items Policy; (c) respond to claims that any Content violates the rights of third parties, including intellectual property rights; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of 8E MEERAS, its Responders and/or the public.

## **7. VIOLATION OF OUR TERMS AND CONDITIONS**

7.1 Violations of this policy may result in a range of actions, including, without limitation, any or all of the following:

- Account deletion
- Limits placed on Account privileges
- Account suspension and subsequent termination
- Criminal charges
- Civil actions, including without limitation a claim for damages and/or interim or injunctive relief

7.2 If you believe a Responder on our Application is violating these Terms and Conditions, please contact us [www.8e-smart.com](http://www.8e-smart.com).

## **8 DISPUTES**

8.1 In the event a problem arises in a transaction, the Responder and User agree to communicate with each other first to attempt to resolve such dispute by mutual discussions, which 8 MEERAS shall use reasonable commercial efforts to facilitate. If the matter cannot be resolved by mutual discussions, Responders may approach the claims tribunal of their local jurisdiction to resolve any dispute arising from a transaction.

## **9 FEEDBACK**

9.1 8E MEERAS welcomes information and feedback from our Responders which will enable 8E MEERAS to improve the quality of service provided. Please refer to our feedback procedure below for further information:

- (a) Feedback may be made in writing through email to or using the feedback form found on the Application.
- (b) Anonymous feedback will not be accepted.
- (c) Responders affected by the feedback should be fully informed of all facts and given the opportunity to put forward their case.
- (d) Vague and defamatory feedback will not be entertained.

## **10 YOUR CONTRIBUTIONS TO THE SERVICES**

10.1 By submitting Content for inclusion on the Services, you represent and warrant that you have all necessary rights and/or permissions to grant the licenses below to 8E MEERAS. You further acknowledge and agree that you are solely responsible for anything you post or otherwise make available on or through the Services, including, without limitation, the accuracy, reliability, nature, rights clearance, compliance with law and legal restrictions associated with any Content contribution. You hereby grant 8E MEERAS and its successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform such Content contribution on, through or in connection with the Services in any media formats and through any media channels, including, without limitation, for promoting and redistributing part of the Services (and its derivative works) without need of attribution and you agree to waive any moral rights (and any similar rights in any part of the world) in that respect. You understand that your contribution may be transmitted over various networks and changed to conform and adapt to technical requirements. This provision does not apply to personal information that is subject to our privacy policy except to the extent that you make such personal information publicly available on or through the Services.

## **11 YOUR REPRESENTATIONS AND WARRANTIES**

11.1 You represent and warrant that:

- (a) you possess the legal capacity (and in the case of a minor, valid parent or legal guardian consent), right and ability to enter into these Terms and Conditions and to comply with its terms; and
- (b) you will use the Services for lawful purposes only and in accordance with these Terms and Conditions and all applicable laws, rules, codes, directives, guidelines, policies and regulations.

## **12 FRAUDULENT OR SUSPICIOUS ACTIVITY**

12.1 If 8E MEERAS, in its sole discretion, believes that you may have engaged in any potentially fraudulent or suspicious activity and/or transactions, we may take various actions to protect 8E MEERAS, other Responders or Users, other third parties or you from any other liability. The actions we may take include but are not limited to the following:

- (a) We may close, suspend, or limit your access to your Account or the Services, and/or suspend the processing of any transaction;
- (b) We may hold, apply or transfer the funds in your Account as required by judgments and orders which affect you or your Account, including judgments and orders issued by courts in Singapore or elsewhere and directed to 8E MEERAS;
- (c) We may refuse to provide the Services to you now and in the future;
- (d) We may hold your funds for a period of time reasonably needed to protect against the risk of liability to 8E MEERAS or a third party, or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions;

### **13 SEVERABILITY**

13.1 If any provision of these Terms and Conditions shall be deemed unlawful, void, or for any reason unenforceable under the law of any jurisdiction, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions in such jurisdiction nor the validity and enforceability of the provision in question under the law of any other jurisdiction.

### **14 GOVERNING LAW**

14.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore without regard to its conflict of law rules. Unless otherwise required by applicable laws, any dispute, controversy, claim or difference of any kind whatsoever shall arising out of or relating to these Terms and Conditions against or relating to 8E MEERAS or any Indemnified Party under these Terms and Conditions shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore

International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this Section. There will be one (1) arbitrator and the language of the arbitration shall be English.

## **15 GENERAL PROVISIONS**

15.1 8E MEERAS reserves all rights not expressly granted herein.

15.2 8E MEERAS may modify these Terms and Conditions at any time by posting the revised Terms and Conditions on this Application. Your continued use of this Application and/or receipt of any Services (including, for the avoidance of doubt, the continued provision of an Account to you by 8E MEERAS) after such changes have been posted shall constitute your acceptance of such revised Terms and Conditions.

15.3 You may not assign, sublicense or transfer any rights granted to you hereunder or subcontract any of your obligations.

15.4 Nothing in these Terms and Conditions shall constitute a partnership, joint venture or principal-agent relationship between you and 8E MEERAS, nor does it authorise you to incur any costs or liabilities on 8E MEERAS’ behalf.

15.5 The failure of 8E MEERAS at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing.

15.6 These Terms and Conditions are solely for your and our benefit and are not for the benefit of any other person or entity, except for 8E MEERAS’ affiliates and subsidiaries (and each of 8E MEERAS’ and its affiliates’ and subsidiaries’ respective successors and assigns).

15.7 The terms set forth in these Terms and Conditions and any agreements and policies included or referred to in these Terms and Conditions constitute the entire agreement and understanding of the parties with respect to the Services and the Application and supersede any previous agreement or understanding between the parties in relation to such subject matter. The parties also hereby exclude all implied terms in fact. In entering into the agreement formed by these Terms and Conditions, the parties have not relied on any statement, representation, warranty,

understanding, undertaking, promise or assurance of any person other than as expressly set out in these Terms and Conditions. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this Section it might otherwise have had in relation to any of the foregoing. These Terms of Service may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms.

15.8 If you have any questions or concerns about these Terms and Conditions or any issues raised in these Terms and Conditions or on the Application, please contact us through [www.8e-smart.com](http://www.8e-smart.com).

**LEGAL NOTICES:** Please send all legal notices to [www.8e-smart.com](http://www.8e-smart.com) and Attention it to the "General Counsel".

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE AND ANY REVISION THE SAME HEREAFTER. BY CLICKING THE "SIGN UP " BUTTON DURING REGISTRATION, I UNDERSTAND THAT I AM CREATING A DIGITAL SIGNATURE, WHICH I INTEND TO HAVE THE SAME FORCE AND EFFECT AS IF I HAD SIGNED MY NAME MANUALLY.

8E MEERAS

By: \_\_\_\_\_

Name and Title:

Responder

By: \_\_\_\_\_

Name and Title: