

Media Convergence Inc.'s Website Terms and Conditions

Welcome to the Media Convergence Inc. (MCI) website ("**Website**"). This Website is provided solely to assist customers in gathering information on who we are, what we offer, our products and services, career and business opportunities and ways to contact us, and for no other purposes. The terms "we", "us", "our", "Media Convergence Inc.", and "MCI" refer to Media Convergence Inc. Business Number. The term "you" refers to the customer or guest visiting the website and/or contributing content on this website.

This Website is offered to you on the basis of your acceptance, without modification, of the terms, conditions, and notices set forth below (collectively, the "**Agreement**"). By accessing or using this Website in any manner, you agree to be bound by the Agreement and represent that you have read and understood its terms. Please read the Agreement carefully, as it contains information concerning your legal rights and limitations on these rights, as well as a section regarding applicable law and jurisdiction of disputes. If you do not accept all of these terms and conditions, then you are not authorised to use this Website.

We may change or otherwise modify the Agreement in the future in accordance with the Terms and Conditions herein, and you understand and agree that your continued access or use of this Website after such change signifies your acceptance of the updated or modified Agreement. We will note the date that revisions were last made to the Agreement at the bottom of this page, and any revisions will take effect upon posting.

We will notify our customers of changes to these terms and conditions by either sending a notice to the email address provided to us at registration or by placing a notice on our Website. Please return to this page periodically to review the most current version of the Agreement.

USE OF THE WEBSITE

This Website displays information about our products and services, as well as career and business opportunities. For Products page, most of this information is gathered from our partners' websites and/or third-party providers. Therefore, although we have taken reasonable care to ensure that this information is correct and up to date, we cannot check the accuracy of such information as collected from any of our partners or third parties. We accept no responsibility for information we've collected from our partners or third parties. We recommend you confirm all information contained on or linked from the Website with the relevant partner or third party.

As a condition of your use of this Website, you warrant that:

- (a) all information supplied by you on this Website is true, accurate, current and complete,
- (b) if you have an MCI account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you,
- (c) you are 18 years of age or older in order to register for an account and contribute to our Website; and
- (d) you possess the legal authority to enter into this Agreement and to use this Website in accordance with all terms and conditions herein.

MCI does not knowingly collect the information of anyone under the age of 18. We retain the right at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of this Agreement. Copying, transmission, reproduction, replication, posting or redistribution of the Website Content or any portion thereof is strictly prohibited without the prior written permission of MCI. To request permission, you may contact MCI as follows:
inquiries@mediaconvergenceinc.com

Users of the Website will not normally incur any charges for using the Website in accordance with these Terms and Conditions. However, the Website contains a LiveU Solo portal and E-commerce which are operated and owned by MCI under a distributor agreement with LiveU. A financial and commercial transaction may be entered between you and MCI into as part of this LiveU Solo portal and E-commerce process, by way of a purchase of a unit or multiple units of the LiveU Solo. Charges may be incurred upon checkout, dependent on the number of units purchased, the unit's sale value, any shipping costs associated with delivering the unit(s) to the customer & discounts effected when applicable.

Guests who applied for a job opening using the Careers page on the website will automatically be added to our Recruitment Database. In lieu of this, you will receive (1) invitations to like our social media pages, (2) email updates containing the MCI Newsletter as well as (3) any news, events & product promotion that we may have in the future. To be taken off this database, you will need to manually click the unsubscribe button and opt out of the email updates using one of the emails we've sent you.

Customers who have created a login account on the MCI website will automatically be added to our Customer Database. In lieu of this, you will receive (1) invitations to like our social media pages, (2) email updates containing the MCI Newsletter as well as (3) any news, events & product promotion that we may have in the future. To be taken off this database, you will need to manually click the unsubscribe button and opt out of the

email updates using one of the emails we've sent you. This also applies to anyone who have liked our Facebook page or followed us on Twitter, Instagram, LinkedIn and Google+.

MCI will not knowingly share any information we've collected as part of this process. All information collated is deemed as private and confidential.

PROHIBITED ACTIVITIES

The content and information on this Website (including, but not limited to, messages, data, information, text, music, sound, photos, graphics, video, maps, icons, software, code or other material), as well as the infrastructure used to provide such content and information, is proprietary to us. You agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, licence, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Website.

Additionally, you agree not to:

- (a) use this Website or its contents for any commercial purpose;
- (b) access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- (c) violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;
- (d) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- (e) deep-link to any portion of this Website for any purpose without our express written permission;
- (f) "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorisation; or
- (g) attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by MCI in connection with the Website or the services.

PRIVACY POLICY AND DISCLOSURES

MCI believes in protecting your privacy. Any personal information you post on the Website will be used in accordance with our Privacy Policy. [Click here to view our Privacy Policy.](#)

REVIEWS, COMMENTS AND USE OF OTHER INTERACTIVE AREAS

We appreciate hearing from you. Please be aware that by submitting content to this Website by Contact Us interaction, email, postings on this Website or otherwise, including any product or services reviews, questions, comments, suggestions, ideas or the like contained in any submissions (collectively, "**Submissions**"), you grant MCI a non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to:

- (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised, for any purpose; and
- (b) use the name that you submit in connection with such Submission. You acknowledge that MCI may choose to provide attribution of your comments or reviews at our discretion. You further grant MCI the right to pursue at law any person or entity that violates your or MCI's rights in the Submissions by a breach of this Agreement. You acknowledge and agree that Submissions are non-confidential and non-proprietary.

MCI does not edit or control the user messages posted to or distributed on this Website including through any chat rooms, bulletin boards or other communications forums (collectively, "**User Messages**"), and will not be in any way responsible or liable for such User Messages. MCI nevertheless reserves the right for any reason in its sole discretion to remove without notice any User Messages and/or Site Content.

MCI takes no responsibility and assumes no liability for any Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is MCI liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As a provider of products and services, MCI is not liable for any statements, representations or Content provided by its users in any public forum, personal home page or other Interactive Area. Although MCI has no obligation to screen, edit or monitor any of the Content posted to or distributed through any Interactive Area, MCI reserves the right, and has absolute discretion, to remove, screen, translate or edit without notice any Content posted or stored on this Website at any time and for any reason, or to have such actions performed by third parties on its behalf, and you are solely responsible for creating backup copies of and replacing any Content you post or store on this Website at your sole cost and expense.

If it is determined that you retain moral rights (including rights of attribution or integrity) in the Content, you hereby declare that:

- (a) you unconditionally and irrevocably consent to all or any acts or omissions by MCI or its Board of Directors and employees, successors and assigns in relation to the Content, which have already occurred or may occur in the future, which may infringe any and all moral rights in any of the Content
- (b) you do not require that any personally identifying information be used in connection with the Content, or any derivative works of or upgrades or updates thereto;
- (c) you have no objection to the publication, use, modification, deletion and exploitation of the Content by MCI or its Board of Directors and employees, successors and assigns;
- (d) to the maximum extent permitted by law, you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the Content; and
- (e) you forever release MCI, its Board of Directors and employees, successors and assigns, from any claims that you could otherwise assert against MCI by virtue of any such moral rights.

Any use of the Interactive Areas or other portions of this Website in violation of the foregoing violates the terms of this Agreement and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or this Website.

PRICES, RESTRICTIONS AND CONDITIONS

Restrictions and conditions apply to all of the products and services offered on this Website and such restrictions and conditions may affect the prices set out on the Website. MCI may change the prices, details of their products and services and other information displayed on our Website at any time. For this reason, all prices displayed on the Website are subject to change without notice. All products and services described on the Website are subject to availability. We will endeavour to notify you of any other additional costs when you confirm your order with us (as at that date) but these may be subject to variation prior to you receiving your products and/or services.

Any order placed by you in the manner described in this Website is an offer by you to purchase a particular product or service for the price (including the delivery and other charges) specified on this Website at the time you place your order. You acknowledge that, by placing your order, you are agreeing to pay for and accept delivery of any products ordered or accept the conditions of any products or services ordered, unless you ask us to cancel that order, and we send you written confirmation of the cancellation prior to the products or services being dispatched to you.

We may require additional verification or information before accepting any order.

By using the Website, you acknowledge that you accept the practices described in our Privacy Policy and all of these terms and conditions. In addition, you warrant that you are 18 years of age or older, that you possess the legal authority to enter into this Agreement and use the Website and this site in accordance with these terms and conditions, and that all information you supply is true and accurate. You further agree that you will use the Website only to make legitimate purchases for you or others for whom you are legally authorised to act.

Any false or fraudulent purchase is prohibited, and any user who attempts such purchase may have his or her MCI membership terminated.

If you have an MCI account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you.

AS A USER OF THIS WEBSITE, YOU UNDERSTAND AND AGREE THAT:

- (1) NEITHER MCI OR ITS BOARD OF DIRECTORS WILL HAVE ANY LIABILITY TO YOU OR OTHERS FOR ANY UNAUTHORISED TRANSACTIONS MADE USING YOUR PASSWORD OR ACCOUNT; AND
- (2) THE UNAUTHORISED USE OF YOUR PASSWORD OR ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY TO BOTH MCI AND OTHER USERS.

When you make a purchase on the Website, we will collect your payment information to process payment and complete the transaction, as described in our Privacy Policy. MCI reserves the right to cancel or not process a purchase because of certain extenuating circumstances, such as when we know a product or service is no longer available or when we have reasonable cause to suspect that an order may be fraudulent. MCI also reserves the right to take steps to verify your identity to process your order.

PAYMENT POLICY

Payments by Credit Card or Direct Debit:

You authorise us to charge all fees incurred by you in relation to the products and services you have ordered online or from our office. If payment is not received from the card issuer or its agents for any reason, you agree to pay us all amounts due immediately on demand.

OUR CHANGE AND CANCELLATION POLICY

Subject to your refund and remedy rights under the Consumer Act of the Philippines, the following change and cancellation fees apply to all orders made with us:

Cancellation Fees:

You will be provided a refund when you cancel an order but that the ordered unit(s) is yet to leave the MCI supply chain. If you cancel an order and that the unit(s) is already in transit, no refund is to be provided by MCI to you.

If the product you've received is faulty, the warranty process will be initiated & complied with. We do not offer refund for when you had a change of mind.

Under an extenuating circumstance defined and approved by MCI, if you seek a refund for a cancelled order for which payment has been made to our supplier, we will not provide a refund to you until we receive the funds from that supplier.

Security

The online shop utilises Secure Sockets Layer (SSL) encryption to ensure the security of all online transactions. SSL encryption is automatically enabled whenever the user submits confidential information to us via the Internet.

Within MCI's online shop facilities, the method of transmitting credit card information for the transaction is that the user submits their details during the shopping process as part of checking out.

Cookies

A cookie is a small piece of text that is placed within the memory of a computer and can be later retrieved by web page servers. We use cookies to enhance your interaction and convenience with our website and do not use cookies to record any personal information. This Website may store cookies on your web browser in order to improve service for you on your subsequent visits to the Website. By using cookies, web sites can track information about visitor's use of the Website and provide customised content. Most web browsers can be configured to notify the user when a cookie is received, allowing you to either accept or reject it. You may also inspect the cookies stored by your web browser and remove any that you do not want. If you disable the use of cookies on your web browser or remove specific cookies from this Website or linked sites, then your use of the Website may be restricted.

LIABILITY DISCLAIMER

THIS SECTION LIMITS OUR LIABILITY TO YOU FOR ISSUES THAT MAY ARISE IN CONNECTION WITH YOUR USE OF THIS WEBSITE. PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT UNDERSTAND THE TERMS IN THIS SECTION OR ELSEWHERE IN THE AGREEMENT, PLEASE CONSULT A LAWYER FOR CLARIFICATION BEFORE ACCESSING OR USING THIS WEBSITE.

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MCI ALSO EXPRESSLY DISCLAIMS ANY WARRANTY, REPRESENTATION, OR OTHER TERM OF ANY KIND AS TO THE ACCURACY OR PROPRIETARY CHARACTER OF THE WEBSITE CONTENT.

SUBJECT TO THE FOREGOING, YOU USE THIS WEBSITE AT YOUR OWN RISK AND IN NO EVENT SHALL MCI (OR THEIR OFFICERS, DIRECTORS AND AFFILIATES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OR ANY LOSS OF INCOME, PROFITS, GOODWILL, DATA, CONTRACTS, USE OF MONEY, OR LOSS OR DAMAGES ARISING FROM OR CONNECTED IN ANY WAY TO BUSINESS INTERRUPTION OF ANY TYPE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THIS WEBSITE OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THIS WEBSITE (INCLUDING, BUT NOT LIMITED TO, YOUR RELIANCE UPON REVIEWS AND OPINIONS APPEARING ON THIS WEBSITE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS WEBSITE; OR OTHERWISE ARISING OUT OF THE ACCESS TO, DISPLAY OF OR USE OF THIS WEBSITE) WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF MCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THESE TERMS AND CONDITIONS AND FOREGOING LIABILITY DISCLAIMER DO NOT AFFECT MANDATORY LEGAL RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

Subject to the Consumer Act of the Philippines, if MCI is found liable for any loss or damage that arises out of or is in any way connected with your use of our sites or services, then the MCI's liabilities will in no event exceed, in the aggregate, the greater of

- (a) the transaction fees paid to MCI for the transaction(s) on this Website giving rise to the claim, or
- (b) Three Thousand Pesos (P3,000.00).

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of MCI.

INDEMNIFICATION

You agree to defend and indemnify MCI and its affiliates and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- (a) your breach of this Agreement or the documents referenced herein;
- (b) your violation of any law or the rights of a third party; or
- (c) your use of this Website.

LINKS TO THIRD PARTY SITES

This Website may contain hyperlinks to websites operated by parties other than MCI. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this Website or other websites) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators. In some cases you may be asked by a third party site to link your profile on MCI to a profile on another third party site. Choosing to do so is purely optional, and the decision to allow this information to be linked can be disabled (with the third party site) at any time.

SOFTWARE AVAILABLE ON THIS WEBSITE

Unless otherwise specified, the materials on the websites are presented solely to provide information regarding and to promote MCI's products and services, websites, partners and other products available in the Philippines. The MCI website is controlled and operated by MCI from its office in Quezon City, Metro Manila. MCI makes no representation that materials on the MCI websites are appropriate or available for use outside of the Philippines. Those who choose to access the MCI website from outside of the Philippines do so on their own initiative and are responsible for compliance with local laws, if and to the extent that local laws are applicable.

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Policy for illegal content

If you have any complaints or objections to material or content including User Messages posted on this Website, or if you believe that material or content posted on this Website infringes a copyright that you hold, please contact us immediately through inquiries@mediaconvergenceinc.com

Modifications

MCI may change, add or delete these Terms and Conditions or any portion thereof from time to time in its sole discretion where it deems it necessary for legal, general regulatory and technical purposes, or due to changes in the services provided or nature or layout of the Website. Thereafter, you expressly agree to be bound by any such amended Terms and Conditions. MCI may change, suspend or discontinue any aspect of the MCI service at any time, including availability of any feature, database or content. MCI may also impose limits on certain features and services or restrict your access to all or parts of the Website or any other MCI web site without notice or liability for technical or security reasons, to prevent against unauthorised access, loss of, or destruction of data or where we consider in our sole discretion that you are in breach of any provision of these Terms and Conditions or of any law or regulation and where it decides to discontinue providing a service. YOUR CONTINUED USE OF MCI NOW, OR FOLLOWING THE POSTING OF ANY SUCH NOTICE OF ANY CHANGES, WILL INDICATE ACCEPTANCE BY YOU OF SUCH MODIFICATIONS.

JURISDICTION AND GOVERNING LAW

MCI controls and operates this site from its office in the Philippines. These Terms of Use are governed by the laws of the Philippines. You and MCI agree to submit to the non-exclusive jurisdiction of the courts of Quezon City. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Quezon City, and waive any right that you may have to object to an action being brought in those courts. If you choose to access this site from another location, you are responsible for compliance with applicable local laws.

GENERAL PROVISIONS

You agree that no joint venture, agency, partnership, or employment relationship exists between you and the MCI Group and/or affiliates as a result of this Agreement or use of this Website.

Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of this Website or information provided to or gathered by us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of this Website within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions in the Agreement shall continue in effect. This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and MCI with respect to this Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and MCI with respect to this Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. These Terms and Conditions are available in the language of the Website. The specific Terms and Conditions to which you signify your agreement will not be individually stored by MCI. The Website may not always be updated on a periodic or regular basis and consequently is not required to register as editorial product under any relevant law. Fictitious names of companies, products, people, characters, and/or data mentioned on this Website are not intended to represent any real individual, company, product, or event. Any rights not expressly granted herein are reserved.

Except as required by law or otherwise specified by us, you must provide any notices to us by email to inquiries@mediaconvergenceinc.com. We will provide any notices to you by email to any email address provided by you. Notices will be taken to have been received 24 hours after the email is sent, unless the sending party receives notice that the address is invalid or that the email has not been received.

If any of these Terms are invalid or unenforceable, it will be struck out, and the remaining Terms will remain in force.

SERVICE HELP

For answers to your questions or ways to contact us, you can write to us at inquiries@mediaconvergenceinc.com

These Terms were last updated on **20 June 2017**.

INITIAL CONFIDENTIAL DRAFT - REVIEW PURPOSES ONLY