

## TERMS AND CONDITIONS

This page provides the Terms and Conditions (“Terms”) for your use of StackTrek Website, and your relationship with StackTrek Enterprise Inc.

This page states the conditions and terms of online usage set out by StackTrek on how you can use our products and services. Please read the Terms carefully before accessing and using this website as it may affect your rights and liabilities under the law.

By using our Website, you indicate your agreement to be bound by these Terms, also agree to be bound by the following, which shall be incorporated herein by reference:

- StackTrek Privacy Policy
- StackED Maintenance Program Handbook

If you do not agree to any part of these Terms, please do not use our website, do not download our application, and do not register an account with us. Please review this page regularly as this may change at any time without prior notice.

### **1. License.**

Unless otherwise provided, all title and intellectual property rights in and to StackTrek Website (and the constituent elements and contents thereof, including but not limited to any images, photographs, animations, video, audio, music, text incorporated therein) are the exclusive property of StackTrek or its licensors. While you may retain the device or medium on which the application is accessed, downloaded, or recorded, StackTrek Enterprise retains full and complete ownership to the Software and all intellectual property rights. You are not allowed to redistribute or sell, tamper with, reverse-engineer, or otherwise work on the software of StackTrek Enterprise. The Website and its contents are protected by copyright, trade mark, database, and other intellectual property laws and international copyright treaties, as well as other intellectual property laws and treaties.

StackTrek Website and its contents may be retrieved and displayed on a device or computer screen, and printed one copy for your own personal, non-commercial use, keeping intact all and any copyright and propriety notices. These may not be reproduced, modified, copied, distributed, or used for commercial purposes without StackTrek’s express written consent thereto.

### **2. Binding Agreement.**

**2.1.** The StackTrek Website are available for your use subject to these Terms. By visiting, accessing, or using the StackTrek Website you agree to accept and/or to be bound by these Terms, and you agree to use the Website at your own risk.

**2.2.** The Terms shall apply concurrently with the Privacy Statement and End User License Agreement found on our website.

**2.3.** These Terms may be amended and/or updated from time to time, at the sole discretion of StackTrek. You are bound by any such changes or updates. If you do not wish to accept the new Terms, you should not continue to use the StackTrek Website. If you continue to use

the Website after the changes, your use of the Website shall indicate your agreement to be bound by the new Terms.

### **3. Definitions.**

The following definitions apply unless the context requires otherwise:

**“Application”** means the computer program or software application that may be downloaded or run on a mobile, tablet, computer, or any device where StackTrek website, products, or services, including but not limited to StackED, Assessment, and StackLeague, may be accessed.

**“Candidate”** or **“Student”** means the User accessing StackTrek Website to seek learning or career opportunities or for any other capacity except as an Educator, or Employer.

**“Confidential Information”** means all information disclosed hereunder, in any tangible or intangible form, relating to the disclosing party, its operations, business, regardless of how that information is embodied, including its business plans and reports; marketing plans and strategies; discussion papers, documentation, and other information regarding quotations, estimates, and other pricing information; customer data; financial information, accounts, technical data, programming and software codes, and other information relating to the disclosing party’s products and services; the terms of the disclosing party’s business agreements including those entered into with its contractors, consultants, and employees; and any other information which in the circumstances of its disclosure could reasonably be viewed as confidential.

**“Educator”** means any person or entity that is accessing StackTrek Website for the use and management of Digital Classrooms to provide education.

**“End User”** means any individual or legal entity within the Territory that subscribed or registered to StackED LMS, Assessment, or StackLeague.

**“End User Account”** means accounts connected to and registered under an existing Subscription by a Customer.

**“End User License Agreement”** or **“EULA”** means the applicable license agreement governing the use of the StackED LMS and services, which are provided by StackTrek that End Users are required to review upon first use of the Product or with the latest version made available at <http://edu.stacktrek.com/EULA.pdf>.

**“Employer”** means a person or entity accessing StackTrek Website for seeking candidates for employment.

**“Intellectual Property Right”** means all rights protectable by copyright, trademark, patent, industrial design or trade secret and other intellectual property rights under any law including common law.

**“Local Law”** means the laws of the country of the Territory where the Product will be sold by the Reseller.

**“Marks”** means either party’s names, word marks, logos, logotypes, trade dress, designs or other trademarks; the trade name of “StackTrek”, “StackED”, or “StackLeague” and all trademarks and trade names derived from it, and the trademarks owned by StackTrek and used in association with all Products; and any and all copyrights owned by either party.

**“Privacy Law”** means any act, law, regulation, or other statutory instrument or proclamation under Local Law, which relates to the privacy or confidentiality of Confidential Information about individuals and with which the parties must comply;

**“Product”** means the rights to StackED LMS online services, which may include StackED LMS software technology, Assessment, StackLeague, or StackTrek platform.

**“Product and Payment Schedule”** or **“Schedule A”** means the schedule that shall contain the details of the StackED, Assessment, StackLeague and other StackTrek Products and services, and the applicable fees, which StackTrek, at its sole discretion, amend from time to time, subject to terms of this Agreement.

**“Profile”** means the profile created by Candidates that may include personal information.

**“Reseller Information Sheet”** means the document, which shall be provided before the execution of this Agreement, that shall contain among others, the Reseller’s registered name, address, tax identification, authorized contact person, contact details for notices, and other relevant information.

**“StackED Software Maintenance Program Handbook”** means the applicable Software Maintenance Program Handbook for StackED Products, which describes the StackED’s software maintenance programs offered by StackTrek, that is posted at <http://edu.stacktrek.com/Handbook.pdf>.

**“StackTrek Website”** means the website under StackTrek’s control, including <http://stacktrek.com>, <http://stackleague.com>, <http://stackeducation.org>, and shall include StackTrek Applications as defined herein.

**“Subscription”** means a right to the StackTrek online services, including StackED, Assessment, or StackLeague, for a defined term.

**“Term”** means the period of time beginning with Reseller’s acceptance of this Agreement and continuing through the end of the initial Term(s) and any Renewal Term(s), unless earlier terminated pursuant to the terms of this Agreement.

**“Territory”** means the country where the Reseller is located in and where the Reseller is enable and authorized to resell the Products.

**“User Content”** means all data, images, photographs, animations, video, audio, music, text, advertisements, messages, materials, graphics, and other contents submitted, posted, or displayed by User on or through StackTrek Website.

**“You”** means the person, on his own behalf, or on behalf of an entity shall agree to these Terms.

#### **4. Registration.**

**4.1.** To register to the Website, you warrant that you have legal capacity to agree to this Terms.

**4.2.** You warrant that the details and information provided upon registration or at any time are correct, complete, and up to date.

**4.3.** Every time you visit or use our website or use its services, regardless of the device used, or whether through a browser or the downloadable application, you accept the conditions herein in addition to the rules and guidelines, and shall comply with the same at all times.

#### **5. Website Use**

**5.1. Purpose.** StackTrek Services may be used only by the following:

1. **Students.** Individuals seeking education and career related information and opportunities as voluntary services.
2. **Educators.** Individuals or entities for management of Digital Classrooms to provide education, and offer education opportunities.
3. **Employers.** Those seeking candidates for employment purposes.
4. **Advertisers.**

**5.2. Access.** StackTrek grants you a revocable, non-exclusive, non-transferable, and limited access StackTrek Website and download StackTrek Application, and use StackTrek Data solely for lawful and proper purposes in relation to offering and securing education and career opportunities strictly in accordance with this Terms and as may be allowed by law. You agree to be fully responsible in all matters and activities arising from your use of our Website. Therefore, you likewise assume full responsibility for compliance with applicable laws in your use of our Website.

StackTrek may occasionally restrict access to the Website to allow for repairs, maintenance, or the introduction of new content, facilities, or services. Such access or services shall be restored as soon as reasonably possible.

**5.4. Password and Security.** You shall remain fully responsible for the security and accessibility features you use when accessing or using our Website, including all activities that occur under the account and any other action taken in connection with the account, that may affect your activities and preferences therein including but not limited to:

- Managing and updating the settings on your browser, mobile device, or computer to access our Website and download our Application.
- Collecting and saving cookies on a computer or device that you use.
- Enabling saved passwords or using the “remember me” feature.

- Logging in and out responsibly on a computer or device you use.
- Setting strong passwords for your account.
- Tracking your activities including the performance of any activities contingent to the continued use of the Website.
- Updating your account information and activity or messaging notification preferences in our Website.
- Communicating with us or other clients through our Website.

In case you forget your password, you may select the 'forget password' option and prepare to receive an email and/or SMS through your registered email and/or mobile number. In case you forget your email address associated with your account, you may contact [info@stacktrek.com](mailto:info@stacktrek.com).

If there is reason to believe that there is likely to be a breach of security or misuse of the StackTrek Website, we may require you to change your password or may suspend your account. All losses or damage incurred thereby shall be borne by you and you shall fully indemnify StackTrek should StackTrek suffer any loss or damage.

**5.5. Technical Requirements.** In order to access or use StackTrek Website, a stable internet connection must be available for use in your device or computer that shall be secured by you at your own cost. A secure (password-protected) internet connection is highly recommended to protect the sensitivity and confidentiality of the information. Your computer or mobile device must meet the required operating system in order to download and use the Application.

StackTrek reserves the right to make and do other acts necessary to implement changes to its Website, such as upgrades and regular maintenance activities. If you have questions on changes on our Website, you may contact us at [info@stacktrek.com](mailto:info@stacktrek.com).

## **6. Website Etiquette**

StackTrek provides its Website to you for professional and legitimate purposes in relation to providing or securing education or career opportunities. All users should use the Website with due regard to professionalism and ethical practices in relation to such purposes.

**6.1. Professional behavior.** Users may interact as allowed by StackTrek with other Users depending on the purpose of registration, whether as Student, Educator, or Employer, who are expected to conduct themselves on the same level of professionalism expected of such individuals. Any person who uses the Website to facilitate illegal marketing activities, such as pyramiding schemes, or continue to be a nuisance to other users in the Website despite warnings will be prohibited from using the Website. This includes the use of foul language or employment of any communication means that is considered in violation of the Terms and StackTrek's policies, or may be considered grave unprofessional behavior.

**6.2. Compliances.** StackTrek complies with the law and diligently exercises all its operations in accordance with relevant laws. Users are likewise expected to abide by applicable laws of the Philippines. You agree not to use the Website for any purpose and in a manner that breaches a law, regulation, or causes the same to be done, including infringement of third party rights. StackTrek shall not be liable for non-compliance of the Users or cause the non-compliance of others in laws including but not limited to:

- Anti-age discrimination in employment;
- Data Privacy Act of 2012; and
- Issuances by the Department of Labor and Employment (DOLE), the National Privacy Commission (NPC), and the Department of Education.

**6.3. Prohibitions.** You may not use StackTrek Website for any of the following use or purposes:

1. **Illegal Content.** You agree not to use, post, transmit, send, or disseminate on or through the Website any message, information, content, material, or combinations thereof that is deemed harmful, illegal, libelous, likely to cause annoyance, racist, abusive, vulgar, obscene, offensive, obscene, defamatory, or inciting violence, in connection to the sale or distribution of illegal weapons, good, or material, or otherwise objectionable material, or in general is in violation, or incites violation of any applicable law, including anything that creates liability on the part of StackTrek.
2. **Fraudulent or Misleading Content.** You shall not post or submit inaccurate, incomplete, misleading, false, not up to date personal or biographical information of your own or another person.
3. **Infringement and Privacy.** By using StackTrek Website, you affirm that you are not infringing any intellectual property right. You shall not share, use, send, transfer, transmit, aggregate, copy, duplicate, destroy, or cause the same to be done on StackTrek's or another's assets, intellectual property, logo, trademark, and other proprietary or personal information available to you from the StackTrek Website without prior written consent from StackTrek or the required consent from the data owner/s. You are solely responsible for your compliance with applicable intellectual property and data privacy laws and the policies of StackTrek set out in the Terms.
4. **Cybercrime.** Use of StackTrek Website shall strictly be in adherence to applicable laws on digital access to or transmission of data and cybersecurity. You shall not use StackTrek Website in the conduct of any financial, digital, or personal crimes, including identity theft, identity fraud, email and internet fraud, theft of financial or card data, theft and sale of corporate data, stalking, cyber bullying and extortion, and similar forms of crimes. This includes doing or causing to the same to arise circumstantially to any other person or entity, unnecessary harm through misrepresentation, physical threats over the internet, trade secret theft, or copyright violations such as software piracy.
5. **Abuse of Services.** Users are expected to use StackTrek Website solely for the valid purposes identified herein and not interfere or attempt or cause to do the same with another's use and access to StackTrek Website or with the functionality and operation of StackTrek Website. This shall include, without limitation, to submitting a virus to StackTrek Website, "spamming", and "flooding".

Users agree not to obtain unauthorized access nor attempt or cause to do the same to StackTrek's Website or system, or to another User's profile or log-in information. Our Website provides features and buttons to allow you to report the same. StackTrek Enterprise shall employ the appropriate mechanisms in line with its policies and your further communication, application, or other activities may be blocked, including your access to our Website if we deem that your use or any action constitutes anything in violation of our policies.

## **6. Use of Materials.**

You shall not reproduce, copy, distribute, upload, post, transmit, or disseminate in any manner or cause the same to be done on any content, graphics, pictures, or materials from our Website without written permission from StackTrek and relevant owners. Any information found on our website may be considered confidential or proprietary and are protected by applicable laws (intellectual property, privacy, cybersecurity, employment). You may download relevant materials from our website bearing sufficient reference to its proprietary nature, and solely for your personal and non-commercial use only. Unauthorized use or modification of any material for other purposes shall be considered violation of the intellectual property rights of StackTrek and its respective owners.

Other downloadable files, including but not limited to Lectures, Modules, and Templates, remain owned solely by StackTrek. Download of any of StackTrek Enterprise's software from any website including the images, text, and other information or data inclusive in the software shall not be construed as transfer of ownership rights.

## **7. User Accounts.**

You are solely responsible for maintaining the confidentiality of your credentials (username and password) to access your Account and use StackTrek Website. You are expected to set strong passwords and not share this to any other person nor allow others to use the same without your consent.

StackTrek has the sole discretion to, without need of prior notice or explanation, terminate your User Account, and block and restrict your access to your account, cancel any of your transaction or activity, or any means necessary to preserve its assets and policies or protect any individual that may be harmed, as may be allowed by law in case of breach or violation or reasonable belief there will be in breach or violation of applicable laws, the Terms or StackTrek's policies.

If you believe that your credentials may be stolen or your account compromised, you may request to have your account recovered.

## **8. Confidentiality of Communication.**

Communications, responses to any feedback, comments, suggestions, and questions in relation to any StackTrek products, services, website, or publication, provided to us over e-mail or through our Website shall be treated as non-confidential, and StackTrek may at its sole discretion use, reproduce, or disseminate the information for any purpose without limitation. StackTrek may use any idea, concept, or know-how disclosed therein for

manufacturing, improvement, or marketing of our products and services, or for any other purpose. Such are subject to limitations prescribed by law.

### **9. *Third-Party Services.***

StackTrek Website may display, contain, or make available third-party content (including data, information, applications, websites, advertisements, and other services) or provide links to third-party websites or services ("Third-Party Services") that are not owned nor maintained by StackTrek and are subject to the Third Party's own terms and conditions. Third-Party Services and links thereto are provided solely as a convenience to you that you may access and use entirely at your own risk.

Third-Party websites, applications, or advertisements may do the same for StackTrek's websites or services; provided, that it has duly notified StackTrek's of the intention to do so and has obtained StackTrek's explicit permission.

StackTrek Enterprise shall not be responsible for Third-Party Services, or their content, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, quality or any other aspect thereof. StackTrek does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services, including loss, damage, injury or inconvenience arising from your use or access to such Third Party Services.

### **10. *Term and Termination.***

This agreement shall remain in full force and effect while you are a user, account holder, or visitor of StackTrek Website, until terminated by you or StackTrek. In the event that you fail to comply with any provision of StackTrek's Terms and Policies, StackTrek reserves the right to terminate this agreement immediately without prior notice. Any payment made by the User will be forfeited.

You may also terminate this agreement by discontinuing further access and use of our Website, and by deleting your User Account. The termination of this agreement restricts any further access of your account from any device that accesses our Website.

Termination of this agreement will not limit any of StackTrek's rights or remedies at law or in equity in case of breach by you during the term of this agreement of any of your obligations under the present agreement.

### **11. *Amendments to this Terms.***

StackTrek's reserves the right, at its sole discretion, to modify or replace this Terms at any time without notice. It shall be your responsibility to check for any update to this Terms. You shall be responsible for being informed about your rights and how you can exercise the same as provided under other applicable laws in relation to your use of StackTrek Website.

By continuing to access or use StackTrek Website after any revisions, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the website. StackTrek Enterprise may deny any access and undertake reasonable measures to protect the Website to any person at any time for just causes.



## **12. Governing Law.**

The laws of the Philippines, excluding its conflicts of law rules, shall govern this Agreement and your use of the website. The regulator or any competent court of the Philippines shall have jurisdiction in case of dispute. Your use of the website may also be subject to other local, regional, national, or international laws.

## **13. Limited Liability and Warranties.**

**13.1.** The User shall be aware that information may be accessed, shared, and transferred through the Internet, and StackTrek has no capacity to eliminate all risks associated with the security on internet transmission, and this is an accepted risk by the User in the continued use and posting of or allowing access to his/her Information through StackTrek Website.

**13.2.** StackTrek does not make any representation or warranty as to the completeness or accuracy of the information on its website, and does not censor User Profiles, and shall not be liable as the source of information for information, data, and content from other Users.

**13.3.** Unless expressly provided, StackTrek is not privy to the transactions between Users. As such, it is not responsible for user content, the quality, safety or legality of the transactions, the truth or accuracy of the information provided by Users, and does not make any representations as to user profiles.

**13.4.** While StackTrek shall endeavor to provide materials that are correct, reputable, and of high quality, it does not make any warranties or guaranties in relation thereto.

**13.5** StackTrek makes no representations about the accuracy, reliability, completeness, or timeliness of its Website and its contents, which may contain inaccuracies or typographical errors. The use of StackTrek Website and content shall be at your own risk.

**13.6.** StackTrek, even in case of breach, shall not be liable for (a) any indirect, incidental, special, consequential, aggravated, exemplary, or punitive damages; or (b) any lost sales, lost revenue, lost profits, lost data, or procurement amount in connection with the use of StackTrek Website. The limitations on liability shall apply: (a) to liability for negligence, (b) regardless of the form of action, whether in contract, tort, equity, at law, strict product liability, or otherwise, (c) even if StackTrek is advised in advance of the possibility of the damages in question and even if such damages were foreseeable, and (d) even if any remedies fail in their essential purpose.

**13.7** In all cases, the aggregate liability by StackTrek for all claims arising from the use of StackTrek Website, products, or services shall be limited to the amount of the existing package fee subscribed to and paid by you and operative at the time, or for non-paying user accounts, USD\$20.

## **14. Disclaimer.**

Neither StackTrek, its affiliates, directors, officers, employees, licensors, nor any of StackTrek's provider makes any representation nor warranty of any kind, express or implied: (l) as to the operation or availability of the website, or the information, content, and materials

or products included thereon; (ii) that the website will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the website; or (iv) that the website, its servers, the content, or e-mails sent from or on behalf of the company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

StackTrek website and its materials, content, and features are provided as-is. You acknowledge and agree that StackTrek does not have editorial control to edit or amend any data or contents of any email or posting or information made available or transmitted to or from third party or other users through StackTrek website or services.

**15. *Indemnity.***

You agree to defend, indemnify and hold StackTrek and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claims, damages, obligations, losses, liabilities, costs, debts, expenses, or demand, including, but not limited to, reasonable attorneys' fees, due to or arising out of your or another person's (using and having access to your account, devices, or Application): (a) use and access of the Website, including data or content transmitted or received by You; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party, including without limitation any right of privacy, publicity right, or intellectual property rights; (d) activities, actions, and omission using or within the Website.

**16. *Severability.***

Should any part of these Terms be held invalid or unenforceable, that portion shall be construed as much as possible consistent with applicable law and severability shall apply to the remaining portions, so that they remain in full force and effect.