

# Terms and Conditions

## Scope of Application

By using the services and information offered at ManilaFreak.com website (herein called as "eMagazine"), the user acknowledges the present contractual provisions. The user knows that the ManilaFreak.com (herein called as "Marketing Provider") makes the offered services and information available exclusively and under the express condition of compliance with the present contractual provisions and is otherwise not prepared to make this information available to the user.

Upon availing oneself of the services and information offered at the eMagazine, the user is obligated to comply with these provisions or to forgo use thereof. Furthermore, in the event of non-compliance with the contractual provisions, s/he expressly agrees that the Marketing Provider may legally prohibit the user from using its services and may require compensation for damages and that the Provider also expressly reserves the right prosecute any unlawful use.

## Use of site

We may at any time change these terms and you should therefore periodically visit this page to review the then current terms to which you are bound.

Unless otherwise noted, you should assume that the copyright in everything you see or read on the Site including but not limited to any designs, text, graphics, source code, or software belongs to ManilaFreak.com

Your access to it does not imply a license to reproduce and/or distribute this information which means that you cannot reproduce, modify, publicly display or distribute the contents of this Site without the prior written consent of ManilaFreak.com

The trademarks and logos displayed on the Site are the registered and unregistered trademarks of their respective owners. Use of the trade marks displayed is strictly prohibited. You are advised that the owners of the trade marks will aggressively enforce their intellectual property rights to the fullest extent of the law, including seeking criminal prosecution.

You agree that you will not use this website or our services to carry out any "data mining" services to collect or collate information about the identities and offers of our clients and/or advertisers.

You agree that you will not use automation software, hacks or any other unauthorized third-party software designed to access, crawl or collect from ManilaFreak.com services and/or Third Party Data and Services.

You agree you will not use any unauthorized third-party software that intercepts, "mines," or otherwise collects information from or through ManilaFreak.com and/or Third Party Data and Services.

### **About the information**

ManilaFreak.com uses reasonable efforts to include accurate and up to date information. However, ManilaFreak.com makes no warranties or representations as to its accuracy. In particular, ManilaFreak.com assumes no liability or responsibility for any errors or omissions in the content of the Site.

Everything on the Site is provided on an "as is" basis without any representation, endorsement or warranty of any kind, either express or implied, including, but not limited to, warranties of title, merchantability or fitness for a particular purpose or non-infringement.

### **Submitted information**

Any information you provide to ManilaFreak.com through or in connection with this Site will be treated as non-confidential and non-proprietary. Anything you transmit or post becomes the property of ManilaFreak.com or its affiliates who are free to use the information for any purpose.

You agree that no Submissions provided by you to the Site will violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s). You are and shall remain solely responsible for the content of any Submissions you make.

Through your usage of this Site, you may submit and/or ManilaFreak.com may gather certain limited information about you and your Site usage. ManilaFreak.com is free to use such information as stated in its privacy policy.

### **Links to other websites**

This Site may contain links to other web sites. These are provided solely as a convenience to you and access to any of these linked sites is at your own risk.

ManilaFreak.com does not control and is not responsible for any of these sites or their content.

ManilaFreak.com does not allow unauthorised hypertext links to the Site.

### **Limitation of liability**

You agree that your use of the Site is at your sole risk and that you are responsible for all costs associated with your access to, or use of, the Site. ManilaFreak.com, its management, employees or any other representative will not be liable for any damages, losses, costs, claims or demands of any kind, whether direct, indirect, compensatory or consequential, related to your use of this Site or the information

content, materials or products included on this Site. These terms are governed by Japan law and any dispute will be resolved exclusively by the Japanese courts.

**Changes to these Terms and Conditions:**

The nature of our business is constantly evolving and therefore our Privacy Policy and Terms Of Use will also change over time. You should check the website frequently to see if any recent amendments or additions have been made.