

TERMS AND CONDITIONS

Lokalista.Net website terms and conditions for consumers and traders

Lokalista.Net ("Lokalista.Net" or "Website") is an online platform providing advertising services to local professionals, skilled workers, and businesses in the Philippines to address the increased demand for livelihood opportunity in the midst of the Covid 19 pandemic.

Lokalista.Net is an initiative of Systhemes Business Solutions & Professional Services doing business under the name and style of Systhemes Business Solutions & Professional Services ("Systhemes", "We"), aimed at giving Filipino consumers access to reliable and trustworthy tradesmen and professionals.

CONSUMER TERMS & CONDITIONS

1. Applications of Conditions of Use

By accessing or using any part of the website, www.lokalista.net ("the Website") you agree to be bound by the following conditions of use. If you do not wish to be bound by these conditions, you may not access or use the Website.

2. Copyright, Trademarks and Database rights

We own all intellectual property rights in and to the Website (including the database, design, text, graphics and layout) and the software used therein and the names and marks "Lokalista.Net" and you agree not to use or copy the same or any part thereof without our consent. In particular, you acknowledge that we own all rights, including trademark, servicemark, and allied rights in and to the Marks.

3. Disclaimer

- (a) Although we make an effort to ensure tradesmen, suppliers and companies listed on the Website are legitimate, reputable and have appropriate qualifications, memberships to and/or approval of trade related bodies organisations and associations and that the information on this Website is accurate, the listings are compiled from information supplied to us from the traders, suppliers and companies listed and we cannot be held responsible for any errors or inaccuracies in such information or for the suitability or quality of any services or goods supplied by such third parties listed on or linking to the Website.
- (b) The appearance of a listing in the Website does not necessarily imply our approval of the tradesmen, suppliers or companies.
- (c) We accept no liability for any transactions which take place between you and any parties listed on the Website.

4. Feedback

- (a) We invite feedback and reviews from customers who use the tradesmen listed on the Website.
- (b) All reviews and comments submitted by you to us must be contributed in a responsible fashion and with respect.
- (c) You warrant that any feedback or reviews submitted by you are: -
 - (i) a true and genuine reflection of your reasonable opinion;
 - (ii) not defamatory in any respect;
 - (iii) submitted on the basis that they are for publication and you hereby grant us an irrevocable licence to publish and reproduce on the Website any written material submitted by you.

- (d) You hereby undertake to indemnify us against all and any claims, expenses, demands and losses brought against us or suffered by us arising out of any written material submitted by you to us.

5. Warranties

- (a) We warrant that we will use all reasonable skill and care in making the Service and the Website available to you.
- (b) Because of the nature of the Internet, errors and omissions do occur and we do not give any other warranties in respect of the Website.

6. Limitation of Liability

- (a) We will use our reasonable endeavours to remedy faults in the Website.
- (b) We will have no liability to you for any losses, damages or expenses arising from your use or inability to use or access the Website or from any action taken (or refrained from being taken) as a result of using the Website.

7. Validity

- (a) If any provision in these terms and conditions are deemed or found by any competent court or authority to be invalid or not binding, we agree that such provision shall be severable from the rest of these terms and conditions which shall remain fully in force.

8. Privacy Policy

- (a) The information that you provide about yourself to us will only be used by us in accordance with our privacy policy. Please read the privacy policy carefully and if you have any questions please email contact@lokalista.net.

9. Links

- (a) Any links to other web sites and resources on this Website are to websites provided by independent third parties and we are not responsible and shall not be liable for the availability or content of these outside resources.

10. General

- (a) These terms and conditions, together with the Privacy policy and any additional terms on the Service, represents the entire terms agreed between us in relation to its subject matter.
- (b) These terms and conditions shall be governed by Philippine law.

TRADER TERMS & CONDITIONS

1. Application of Conditions of Use

By accessing or using any part of the website, www.lokalista.net, ("the Website") or submitting a form to subscribe to the Service you agree to be bound by the following conditions of use. If you do not wish to be bound by these conditions, you may not access or use the Website.

2. Copyright, Trademarks and Database Rights

We own all intellectual property rights in and to the Website (including the database, design, text, graphics and layout) and the software used therein and the names and marks "Lokalista.Net" and you agree not to use or copy the same or any part thereof without our consent. In particular, you

acknowledge that we own all rights, including trademark, servicemark, and allied rights in and to the Marks.

3. Disclaimer

- (a) We advertise and promote businesses through the Website in specified categories of trade in specified geographical areas ("the Service.")
- (b) We reserve the right to reject, remove and/or amend advertisements text graphics or other material submitted for inclusion on the Website which in our opinion is obscene, defamatory, infringes the copyright or other rights of any third party, or which is illegal or does not meet our standards.
- (c) We do not make any representation or endorsement of the creditworthiness or value of any visitor to the Website who contacts you as a result of your entry on the Website.
- (d) We accept no liability for any transactions which take place between you and visitors to the Website nor do we accept any responsibility or liability for any loss suffered by you or by any of your customers or any other person arising out of your entry on the Website, howsoever caused.
- (e) You agree to indemnify us for any loss we suffer as a result of any action brought against us as a result of your entry on the Website, the material contained therein or any service or product supplied by you. We do not accept any liability for any feedback posted on the Website from people who engage you through the Website.

4. Members Conditions

- (a) By submitting your subscription form to us, you agree that the information you provide us on registration for the Service is full and accurate and not misleading or untrue in any way.
- (b) It is your responsibility to update us of any changes to that information by emailing contact@lokalista.net.
- (c) Each registration for the Service is for a single user only.
- (d) Following the acceptance of your application for subscription to the Service by us, we will register your details on the Website and make the Service available to you.

5. Fees

- (a) The fee for your subscription to the Website ("Subscription Fee") is calculated and payable on the start of your Subscription (unless otherwise stated) in advance. We shall be under no obligation to provide the Service until the Subscription Fee has been paid.

6. Our Obligations

- (a) We undertake to you that there will be no be more than eleven (11) entries in the trade category selected by you in your registration for the Service in your geographical area at any one time.
- (b) Included in the Subscription Fee is the provision for advertising across other platforms like facebook, instagram, and others in order to reach potential customers. The contact information links in your account allows the customers instant access to contact you for information of your trade.
- (c) We both agree that it is in our mutual interest that the name and brand of "Lokalista.Net", and thus the members/advertisers of Lokalista.Net are both recognised and respected in the public eye. You also agree that it is in your interest for us to be able to remove from the Website and name any trader who is undesirable, dishonest, unreliable, not qualified or otherwise brings the good name of Lokalista.Net and its members into disrepute or harms or impedes the development of our business.

7. Feedback

- (a) We will be seeking feedback and references from people who engage you through the Website.
- (b) If we receive a feedback questionnaire from a customer with an approval rating of less than 60% we will contact the customer and find out if the rating is justified. You acknowledge and agree that if we feel the customer's rating is justified we can consider this a 'strike' against you. If you

receive three strikes or more, we will remove your details from and end your registration with the Website and use of the Service without any liability to you.

- (c) If a customer submits a feedback questionnaire about you with a rating of less than 40% that is found to be justified, we reserve the right to immediately remove your details from and end your registration with the Website and use of the Service immediately without any liability to you.
- (d) We reserve the right to call any customer who has submitted a questionnaire to confirm the authenticity of their feedback.

8. Warranties

- (a) We warrant that we will use all reasonable skill and care in making the Service and the Website available to you and in ensuring its availability during your Subscription.
- (b) Because of the nature of the Internet, errors and omissions do occur and we do not give any other warranties in respect of the Service and the Website. In particular, you should not take the accuracy of the information for granted and we make no warranty that the Website is free from infection by viruses or anything else that has contaminating or destructive properties. All implied warranties are excluded from this agreement to the extent that they may be excluded as a matter of law.

9. Limitation of Liability

- (a) We will use our reasonable endeavours to remedy faults in the Service and the Website. If we are in breach of these terms and conditions, you agree that your only recovery for damages that you incur, and your exclusive remedy, shall be limited to an amount equivalent to the Subscription Fee paid or payable in relation to your use for the relevant period of the Service.
- (b) We will not be liable for any business losses such as lost data, lost profits or business interruption arising from your use or inability to use the Service and/or the Website or from any action taken (or refrained from being taken) as a result of using the Service.
- (c) Notwithstanding the above provisions of this clause 9, our liability will not be limited in the case of fraud or for death or personal injury caused by our negligence.

10. Reservations

- (a) We reserve the right to expand, change or revise the Service as our business grows or as conditions provide.
- (b) If any provision in these terms and conditions are deemed or found by any competent court or authority to be invalid or not binding, we agree that such provision shall be severable from the rest of these terms and conditions which shall remain fully in force.
- (c) Neither you nor we shall be liable for any failure to perform our obligations hereunder, if such failure results from any act of riot, war, civil unrest, flood, earthquake or other cause beyond reasonable control (which shall not include failure caused by negligence or the financial condition of either party).

11. Privacy Policy

- (a) The information that you provide about yourself to us will only be used by us in accordance with our privacy policy. Please read the privacy policy carefully and if you have any questions please email contact@Lokalista.Net.

12. Links

Any links to other web sites and resources on this Website are to websites provided by independent third parties provide these sites and we are not responsible and shall not be liable for the availability or content of these outside resources.

13. Termination

This agreement and your access to the Service may be terminated by written notice if:-

- (a) you are in material breach of this agreement and the breach is not remedied within the period of 14 days after written notice of the breach has been given to you; or
- (b) in the event of the circumstances referred to in clause 7 above.
- (c) You may terminate this agreement and receive a pro-rata refund if we are in material breach of this agreement and the breach is not remedied within the period of 14 days after written notice of the breach has been given to us.

14. General

- (a) We may transfer and/or assign our rights and/or our obligations under these terms and conditions and this will not affect your rights. You may not transfer any of your rights or obligations under these terms and conditions.
- (b) If you breach these terms and conditions and we ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach these terms.
- (c) This terms and conditions, together with the Privacy policy and any additional terms on the Service, represents the entire terms agreed between us in relation to its subject matter.
- (d) These terms and conditions shall be governed by Phillipine law.