

TERMS OF SERVICE

1. ACCEPTANCE OF TERMS

4x4 Philippines ("4x4PH") greets you. 4x4PH provides its service to you subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you.

2. DESCRIPTION OF SERVICE

4x4PH provides users with access to a compilation of resources, including websites, forums, and branded programming through its website (the "Service").

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the Republic of the Philippines or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or 4x4PH has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, 4x4PH has the right to suspend or terminate your account and refuse any and all current or future use of the Service.

4. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify 4x4PH of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. 4x4PH cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 4.

5. MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not 4x4PH, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. 4x4PH does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will 4x4PH 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 any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

- a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- d. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- e. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping) that are designated for such purpose
- f. upload, post, email, transmit or otherwise make available any material that contains software viruses;
- g. intentionally or unintentionally violate any applicable local, national or international law.

You acknowledge that 4x4PH may or may not pre-screen Content, but that 4x4PH and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Service. Without limiting the foregoing, 4x4PH and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by 4x4PH or submitted to 4x4PH, including without limitation information in 4x4PH Message Boards and in all other parts of the Service.

You acknowledge, consent and agree that 4x4PH may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of 4x4PH, its users and the public.

6. INDEMNITY

You agree to indemnify and hold 4x4PH and its members, principals, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

7. LIMITATION OF LIABILITY

You expressly understand and agree that 4x4PH and its members, principals, affiliates, officers, employees, agents, partners and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if 4x4PH has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service.

8. GENERAL INFORMATION

Choice of Law and Forum. The TOS and the relationship between you and 4x4PH shall be governed by the laws of the Republic of the Philippines without regard to its conflict of law provisions. You and 4x4PH agree to submit to the personal and exclusive jurisdiction of the courts located within Mandaluyong City, Metro Manila, Philippines.

Waiver and Severability of Terms. The failure of 4x4PH to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.