

WEBSITE Terms and Conditions

Welcome to the official Website of Alveo Leasing & Investor Solutions by APMC (<http://www.alveoleasing.com.ph>), hereinafter referred to as the Website. The purpose of the Website is to market available units for lease and resale in Alveo Land Corp. developments. Contracted consultants of Alveo Leasing & Investor Solutions by APMC (ALAIS), unit owners, or their personal brokers may upload pictures, unit details, and other pertinent information to market their property. All inquiries for posted properties will be processed through Alveo Leasing & Investor Solutions by APMC, acting as brokers for these properties. Visitors to the Website may also use it for the purpose of shopping for available units for personal use, or for the use of their client as potential tenants and buyers.

Designated consultants of Alveo Leasing & Investor Solutions by APMC are entitled to the standard commission rates (as indicated in a signed Authority to Lease / Authority to Sell) from the unit owners, should units be closed from inquiries from this Website.

Introduction

These Terms and Conditions govern your use of this Website. By accessing and using the Website, you understand and accept these Terms and Conditions in full. If you disagree with these Terms and Conditions, you shall not use the Website.

You must be at least eighteen (18) years of age to use this Website. By using this Website, you also warrant and represent that you are at least eighteen (18) years of age, or are under the supervision of a parent or legal guardian.

License to use Website

Unless otherwise stated, ALAIS and/or its licensors own the intellectual property rights in the Website and material on the Website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages or other content from the Website for your own personal use, subject to the restrictions set out below and elsewhere in these Terms and Conditions.

You must not:

- Republish material from this Website (including republication on another Website);
- Sell, rent, or sub-license material from the Website;
- Show any material from the Website in public;
- Reproduce, duplicate, copy, or otherwise exploit material on the Website for a commercial purpose;

Acceptable use

You must not use this Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Website without ALAIS's express written consent.

You must not use this Website to transmit or send unsolicited commercial communication.

You must not use this Website for any purposes related to marketing of products other than listed Alveo units, without ALAIS's express written consent.

Restricted access

Access to certain areas of this Website is restricted. ALAIS reserves the right to restrict access to other areas of this Website, or indeed this entire Website, at ALAIS's discretion.

Certain services and related features that may be made available on the Website may require registration or subscription. Should you choose to register or subscribe for any such services or related features, you agree to provide accurate and current information about yourself, and to promptly update such information if there are any changes. Your user ID and password enable you to access restricted areas of this Website or other content or services, so you must ensure that your user ID and password are kept confidential. Furthermore, you must notify us of any unauthorized use of your password or account.

ALAIS may disable your user ID and password in its sole discretion without notice or explanation.

User content

In these Terms and Conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this Website, for whatever purpose.

You grant to ALAIS a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to ALAIS the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or ALAIS or a third party (in each case under any applicable law).

You must not submit any user content to the Website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

ALAIS reserves the right to edit or remove any material submitted to this Website, or stored on ALAIS's servers, or hosted or published upon this Website.

Information, submissions, or opinions expressed on this Website are those of the individual posting such content and may not reflect our opinions.

No other contact details may be posted, other than the contact details of ALAIS, as all inquiries on the website must be coursed through ALAIS.

No warranties

This Website is provided “as is” without any representations or warranties, express or implied. ALAIS makes no representations or warranties in relation to this Website or the information and materials provided on this Website.

Without prejudice to the generality of the foregoing paragraph, ALAIS does not warrant that:

- this Website will be constantly available, or available at all; or
- the information on this Website is complete, true, accurate or non-misleading.

Limitations of liability

ALAIS will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this Website:

- to the extent that the Website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if ALAIS has been expressly advised of the potential loss.

Exceptions

Nothing in this Website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this Website disclaimer will exclude or limit ALAIS's liability in respect of any:

- death or personal injury caused by ALAIS's negligence;
- fraud or fraudulent misrepresentation on the part of ALAIS; or
- matter which it would be illegal or unlawful for ALAIS to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this Website, you agree that the exclusions and limitations of liability set out in this Website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this Website.

Other parties

You accept that, as a limited liability entity, ALAIS has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against ALAIS's officers or employees in respect of any losses you suffer in connection with the Website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this Website disclaimer will protect ALAIS's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as ALAIS.

Unenforceable provisions

If any provision of this Website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this Website disclaimer.

Indemnity

You hereby indemnify ALAIS and undertake to keep ALAIS indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by ALAIS to a third party in settlement of a claim or dispute on the advice of ALAIS's legal advisers) incurred or suffered by ALAIS arising out of any breach by you of any provision of these Terms and Conditions, or arising out of any claim that you have breached any provision of these Terms and Conditions.

Breaches of these Terms and Conditions

Without prejudice to ALAIS's other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, ALAIS may take such action as ALAIS deems appropriate to deal with the breach, including suspending your access to the Website, prohibiting you from accessing the Website, blocking computers using your IP address from accessing the Website, contacting your internet service provider to request that they block your access to the Website and/or bringing court proceedings against you.

Variation

ALAIS may revise these Terms and Conditions from time-to-time. Revised Terms and Conditions will apply to the use of this Website from the date of the publication of the revised Terms and Conditions on this Website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

ALAIS may transfer, sub-contract or otherwise deal with ALAIS's rights and/or obligations under these Terms and Conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms and Conditions.

Severability

If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These Terms and Conditions constitute the entire agreement between you and ALAIS in relation to your use of this Website, and supersede all previous agreements in respect of your use of this Website.

Law and jurisdiction

These Terms and Conditions will be governed by and construed in accordance with Philippine Laws, and any disputes relating to these Terms and Conditions will be subject to the non-exclusive jurisdiction of the Philippine courts.

Credit

This document was created using a Contractology template available at <http://www.contractology.com>.

