

# TERMS AND CONDITIONS

## Definitions

1. References to "LAURUS" in this Terms and Conditions are references to Laurus Enterprises, Inc.
2. References to "Client" or "Clients" or "You" or "Your" in this Terms and Conditions are references to you.
3. References to "we" or "us" in this Terms and Conditions are references to Laurus Enterprises.
4. References to "investment" in this Terms and Conditions are references to the full payment for the Seminar Services.
5. References to the "Order Form" in this Terms and Conditions are references to the sales/registration form that clients filled out during events or through online registration.
6. References to "Service" in this Terms and Conditions are references to the use of the e-ticketing system of LAURUS.

## Terms of Use

7. This document contains the Terms and Conditions governing your use of this website, Service, purchase of any event ticket(s), merchandise, or products from LAURUS, and participation in any promotion organized by LAURUS on the Website.
8. If you do not agree to these Terms and Conditions, do not use or access the Service. LAURUS reserves the right to change these Terms and Conditions from time to time and at its sole discretion. Your continued use of the Service following the posting of any changes to the Terms and Conditions constitutes your acceptance of such changes. We strongly recommend that you review the Terms and Conditions whenever you use this Website and prior to your use of LAURUS Services. You can review the most current version of these Terms and Conditions at any time.

## Disclaimer

9. LAURUS is providing this facility as an alternative mode of purchasing event ticket(s), and merchandise and makes no representations or warranties of any kind, express or implied, with respect to this Website or the information, content, products, or Services included in this site. In no circumstances shall LAURUS or any of its officers or employees be liable for any loss, additional costs, or damage as a result of any use of this facility. This Service facility is currently only to be used for the purchase of LAURUS events ticket(s) or merchandise.
10. LAURUS does not warrant that the service will (1) be uninterrupted; (2) be free from inaccuracies, errors, viruses, or other harmful components; (3) meet your requirements; or (4) operate in the configuration or with the hardware or software you use. If you are dissatisfied with this Website or any content on the site, or with the Terms and Conditions, your sole and exclusive remedy is to discontinue using LAURUS Services. You acknowledge, by your use of LAURUS Services, that your use is at your sole risk.
11. In the event any applicable law does not allow the limitation of liability set forth above or any part of this limitation on liability is found to be invalid or unenforceable for any reason, then the aggregate liability of LAURUS under such circumstances for liabilities that otherwise would have been limited and shall not exceed the price you paid for the purchase via the Service.

## Registration

12. LAURUS Services are available only to, and may only be used by individuals who can form legally binding contracts under the law. Without limiting the foregoing, our Services are not available to children (persons under the age of 18). If you are under the age of 18, you can

use LAURUS Services only in conjunction with, and under the supervision of your parents or guardians.

13. You are solely responsible for your personal information save that LAURUS will use and protect your personal information in accordance with LAURUS Privacy Policy which may be viewed at <https://laurus.ph/privacy-policy/>. You acknowledge that no data transmission over the internet can be completely secure, and LAURUS cannot give an absolute assurance that the personal information you provide to us will be secure at all times. If you object to your personal information being used in this way, please do not use LAURUS Services.

### **Permitted Use**

14. The Service is for your personal and non-commercial use. Unless otherwise agreed to in writing by LAURUS, you agree that you will not use the Service or duplicate, download, publish, modify or otherwise distribute or use any material included in the Service for any purpose, except to review the information included in the Service, to subscribe to programs included in the Service, and to purchase event events ticket(s), or other products offered by LAURUS for your personal use. You also agree that you will not link to any page on the Service other than LAURUS' home page, without LAURUS' prior written consent. Use of the Service or the materials or content contained in the Service for any purpose not set forth in these Terms and Conditions is prohibited.

### **Copyright and Proprietary Rights**

15. You acknowledge and agree that the copyright and other intellectual property rights in the Services and in all information and materials on this Website ("Website Content") are owned by LAURUS unless otherwise expressly indicated.
16. The Website Content is protected by the Philippines and international copyright and trademark laws.
17. You agree that you will not do any of the following without LAURUS' written permission:
  - a) Use LAURUS' trademarks, except for printing out a copy of this Website or as part of a reference to a LAURUS product or service;
  - b) Reproduce, copy, modify, merge, adapt, translate, re-publish, frame, upload to a third party, post, transmit, broadcast, communicate to the public or otherwise make the Website Content available to the public;
  - c) Transmit or display the Website Content on any computer, system or network which permits electronic access by more than one user at a time;
  - d) Use, sell, assign, rent, sub-license or otherwise deal with the Website Content except as permitted by the Terms and Conditions; or
  - e) Anything else which would infringe LAURUS' rights or the rights of LAURUS' content suppliers.
18. You may view this Website using a web "browser" so long as you do not change the form of copyright and other proprietary notices. If you are interested in a piece of content solely for your own personal and non-commercial use, you may save a single copy, print one or download one.

### **Investment and Payment**

19. You must pay us in consideration of a place at the Seminar Service:
  - a) The investment sum in one lump sum on the signing of the Order Form by you without set off, deduction, or counterclaim unless otherwise agreed;
  - b) If we have agreed that you may pay by installment, you must pay each installment to us in full and without set-off or deduction of the Installment Sum on the Installment payment date.

20. Payments made under this agreement must be made by the means specified in the Order Form.
21. Should you not pay us an Installment Sum by the Installment Payment Date for that sum then all monies owing by you to us shall become due and owing and must be immediately paid to us without set-off or deduction nor counterclaim and without need for further demand.
22. You hereby acknowledge and agree that the Investment sum shall not include any meals, traveling expenses, or accommodation. For the avoidance of doubt, we shall not be responsible for the reimbursement of any expenses which may be incurred by you as a result of attending the seminar.
23. Tickets purchased online are redeemable only until the day on which the ticket was purchased. Once the event has lapsed, the ticket will be considered unredeemable.
24. You represent and warrant that (a) any credit information you supply is true and complete; (b) charges incurred by you will be honored by your credit card company; and (c) you will pay the charges incurred by you at the posted prices, including any applicable taxes.
25. In order for your transaction to be deemed successful, you should receive a copy of your E-Ticket in your email which you supplied when registering for the Service.
26. All payments are subject to the terms and conditions of each bank and LAURUS has no authority over any payments made through the bank payment gateway. LAURUS does not retain your payment details or any other significant information such as your credit card number, passwords, pin number, etc. Details of your credit/debit card may be securely held by the bank which processes your transaction.

### **Cancellation**

27. We may cancel the Seminar Services for any reason whatsoever by written notice to you. You hereby acknowledge and agree that in the event the Seminar Services are canceled by us, you are only entitled to a refund of the payment which you have paid to us free of any interest and charges and that you shall not be entitled to claim against us for any other costs, expenses, losses, damages or liabilities which may be incurred or suffered by you as a result of such cancellation. Refunds will be coursed thru the respective medium by which you bought the event ticket(s) (Credit Card/Debit Card/G-Cash/Paypal/Bank Deposit).
28. You further acknowledge that we shall have no further liability to you in respect of the cancellation.
29. In the event of cancellation due to Force Majeure, you further acknowledge that you shall not be entitled to and shall not claim a refund other than by strict compliance with Clause #45

### **Refunds**

30. You acknowledge that you shall not be entitled to and shall not claim a refund other than by strict compliance with Clauses 27 and 33 hereof. You further acknowledge that this is an essential term of this agreement which we rely upon.
31. You acknowledge and agree that any request for cancellation of the Seminar Services shall be subject to the sole discretion and approval of LE. Should LE agree to the cancellation, you shall be charged a cancellation fee of thirty-five percent (35%) of the Seminar Fee for the Seminar Services that you have enrolled on. Cancellations are allowed up to 30 days before the seminar. Booking fees and Credit Card transaction fees are non-refundable under any circumstances.
32. For the avoidance of doubt, we shall not refund any sums to you as a result of your late arrival to, attendance of, or withdrawal from, the Seminar Services.

## Transferring Tickets

33. In the event that you are unable to attend the event you have booked and paid for, you can transfer your ticket to a nominated new attendee subject to written notification to us together with the full contact details of your nominated new attendee, at least 14 working days before the event starts. An administration fee will apply.
34. Should you wish to transfer yourself to the next run of the seminar you have booked and paid for, a transfer fee is applicable.

## Time and place

35. Your payment of the full investment entitles you the right to:
  - a) a seat to receive Seminar Services during the seminar hours as agreed or to be confirmed by us.
  - b) to receive a copy of the materials (if any) (subject to Clauses 40, 41, and 42 below);
36. You hereby confirm that you have given a valid email address and accurate contact details in the Order Form. We shall not be responsible and/or liable for any delay and/or failure to deliver to you any updated information and/or services resulting from your failure to supply a valid email address and accurate contact details.
37. You hereby agree that we reserve the right to amend and/or cancel any event, timing, dates, and venue and/or substitute the speaker for any live training. We will notify you in writing of the changes made and you shall not be entitled to any claim for a refund or for any costs, expenses, losses, damages, or liabilities which may be incurred or suffered by you as a result of such cancellation or amendment or changes.

## Ticket Disclaimer

38. The Ticket (the "Ticket") being sold by LAURUS or resellers (the "Affiliate") as agent for the entity responsible for the event covered thereby. It constitutes a revocable license and is subject to the Holder's compliance with the terms and conditions set out hereunder, to which the Holder, in respect of himself/herself, or on behalf of any minor accompanying him/her (individually and collectively, the "Holder"), voluntarily agrees to and hereby accepts:
  - a) The Ticket is valid only for the event and seat for which it was issued and cannot be refunded, exchanged, or replaced if lost, stolen, or otherwise destroyed;
  - b) Management reserves the right, without refunding any amount paid for the Ticket, to refuse admission or reject a Holder (a) whose conduct violates any law/regulation and/or Management's rules vis-a-vis the premises, or deemed by management as unruly, or poses a clear and present danger to the public, or (b) who uses vulgar or abusive language, or (c) for any analogous reason. The Holder's breach of the foregoing laws/regulations/rules constitutes an automatic revocation of this license without refund;
  - c) The Holder agrees not to record/transmit or aid in the recording/transmitting of any description, account, picture, or reproduction of the Event. Nonetheless, the Holder grants his/her permission for LAURUS to use the Holder's image, likeness, actions, and statements in any live or recorded audio or video, or photographic display or context without need of further authorization or compensation;
  - d) The Holder agrees that his/her person/belongings may be searched upon entry to the Event venue (the "Venue") and hereby waives any related claims that may arise against LAURUS, the Venue management, the Affiliate, and/or any event sponsor;
  - e) The Holder voluntarily assumes all risks and danger of personal injury (including death), loss/damage to property, and all other hazards arising from or related in any way to the Event, whether by negligence or otherwise;
  - f) The Holder's breach of any of the terms of the Ticket or failure to comply with the Venue rules shall automatically terminate whatever rights the Holder may have under this license and shall render the Holder's use hereof for any of the purpose illegal or unauthorized. In such cases, LAURUS, the Venue, or the Affiliate shall have the right to withdraw the Ticket, refuse the Holder's admission into the Venue or otherwise eject the Holder from

- the Venue. Further, the Holder shall be subject to all other legal remedies available to LAURUS, the Venue, the Affiliate, or the Event sponsors;
- g) LAURUS hereby reserves the right to add, withdraw or substitute the speaker/s featured, or otherwise vary the advertised program, seating, and audience capacity for the Event;
  - h) Food and drinks shall be prohibited inside the Venue;
  - i) Re-entry is strictly prohibited.

### **Change or Suspension of Site**

39. We reserve the right to modify or discontinue, temporarily or permanently, this Site or any part of this Site with or without notice. You agree that we shall not be liable to you or any third party for any modification, suspension, or discontinuance of the Site and/or any Services under this agreement, for any reason. We do not guarantee continuous, uninterrupted, or secure access to our service, and operation of our Site which may be interfered with by numerous factors outside of our control. In addition, the Site could be unavailable during certain periods of time while it is being updated and modified. During this time, the Site will be temporarily unavailable.

### **Intellectual Property**

40. We shall have all the rights, title, and interest in all intellectual property used by us in performing the Seminar Services (subject to the rights of the presenters) and all intellectual property we may develop as a result of the performance of the Seminar Services.
41. In performing the Seminar Services for you, we do not transfer the title to you in any intellectual property and title to all such intellectual property remains with us.
42. We grant you a personal, non-exclusive, non-transferable, non-sublicensable, recoverable, license to use the Materials strictly for personal non-commercial purposes only. Any other use or exploitation of the Material is strictly prohibited and may result in criminal or civil action.
43. You may not
- a) alter any of our intellectual property or the Materials; and/or
  - b) use any recording device or record the Seminar; and/or
  - c) sell the intellectual property or the Materials ("IP") or supply the IP to any other third parties.

### **Limitation of Liability**

44. We:
- a) exclude all terms, conditions, and warranties implied by custom, the general law or statute, or which cause any part of the agreement to be void ("Non-excludable Condition"); and/or
  - b) limit our liability to you for breach of a Non-excludable Condition to the total amount actually paid by you under this agreement; and/or
  - c) limit our liability to you for any claim (whether arising in contract, tort or statute) for any loss or damage whatsoever suffered by you in relation to providing the opportunity to you to purchase the Seminar Services to the total amount actually paid by you under this agreement; and/or
  - d) exclude all liability for consequential damage (including but not limited to, loss of revenue or loss of profit) suffered by you in any way relating to the revision of the opportunity for you to purchase the Seminar Services or your exercise of rights under this agreement; and/or
  - e) shall not be liable to you for any loss of profits, loss of revenue or income, loss of business, loss of reputation, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of opportunity, loss of use, whether or not the type of loss was foreseen or reasonably foreseeable; or any special, indirect or consequential loss, costs, damages, charges or expenses suffered by you.

## **Force Majeure**

45. If the provision of Seminar Services as contemplated by this Agreement is prevented or canceled because of an Act of God, inevitable accident, fire, blackout, flood, or any other calamity, or if by reason of riots, strikes, or lockouts, pandemic, or any other events beyond the direct control of LAURUS, LAURUS may at its option postpone the delivery of the Seminar Services from the original schedule and you are not entitled to claim for a refund or for any costs, expenses, losses, damages or liabilities which may be incurred or suffered by you as a result of such postponement.

## **General**

46. You hereby agree that you shall provide accurate, current, and complete information as may be required in the course of purchasing the Seminar Services (hereinafter collectively referred to as "Client's Details"). You further agree to maintain and update the Client's Details as required to keep it accurate, current, and complete.
47. You further agree LAURUS may store and use the Client's Details provided by you (including payment card information) for use in maintaining your account.
48. All notices or other communications must be made to the addresses specified in the Order Form.
49. Any notice or request deemed necessary to be served by either party hereto to the other under the provisions of this Agreement shall be in writing and shall be deemed to be sufficiently served:
  - a) if it is given by either party by prepaid registered post addressed to the other party to be served at his/her/their address hereinbefore mentioned;
  - b) If it is given by either party and dispatched by hand to the party to be served;
  - c) If it is given by emails by either party when the sender's email system confirms successful transmission of such notice.
50. The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.
51. Any provision in this agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable and is otherwise capable of being severed to the extent of the validity or enforceability, without affecting the validity or enforceability of that provision in any other jurisdiction.
52. This agreement may not be varied except in writing signed by the other party,
53. Should any provision of this agreement be held by a Court to be unlawful, invalid, and unenforceable or in conflict with any rule, statute, ordinance or regulation the validity and enforceability of the remaining provisions will not be affected.
54. Entire Agreement. This Agreement constitutes the entire Agreement between LAURUS and you concerning this transaction and replaces all previous communications, arrangements, representations, understandings, and Agreements, whether verbal or written between the parties to this agreement or their representatives, No representations or statements of any kind made by either party that are not expressly stated in this Agreement shall be binding on such parties.

## **No Guarantees / Warranties**

55. You confirm that you have been explained the scope and extent of the product and/or services covered and you acknowledge that the effectiveness of the Seminar Services provided to you depends on facts not under the control of LAURUS and the profitability of the same is not guaranteed.

## **Consent**

56. You hereby confirm that you consent for LAURUS to contact you by phone, email, SMS, or other means in regard to this purchase and future opportunities even if your telephone number is on the National Do Not Call Registry. You further consent to your email address being used for the mailing list of LAURUS for purposes of notification of products and/or services being offered by LAURUS and/or its affiliates. Your contact number and email address are kept confidential and never will be published, sold, or disclosed to third parties without your explicit consent. You can remove yourself from emails at any time by using the unsubscribe link provided at the bottom of each email we send.

## **Indemnification**

57. You agree to accept full responsibility for your purchase, participation, and/or the outcome of any decisions made after attending any LAURUS seminars or events. LAURUS and its affiliated entities, associates, and any of its representatives accept neither responsibility nor liability nor will it indemnify you for any and all costs, expenses, losses, damages, or liabilities, which may be incurred or suffered as a result of these decisions.

58. You agree that any purchase decisions are not influenced by any prior relationship or dealings with LAURUS or any of its officers, directors, employees, or representatives. Should you enter into a contractual relationship with any trainer(s) and/or any LAURUS representative(s) at/or subsequent to the event, you do so at your own risk, and acknowledge that LAURUS has neither responsibility for, nor liability with regards to, any contracts or relationships entered into between yourself and the trainer(s) and/or LAURUS representative(s).

59. You acknowledge and agree that while the trainer's presentation at the event is with the consent of LAURUS, LAURUS assumes no responsibility for the accuracy or appropriateness of any information provided at the event by the trainer(s).

## **Governing Laws**

60. These Terms and Conditions shall be construed in accordance with and shall be governed by the laws in force in the Philippines.

We reserve the right to alter the terms and conditions with prior notice.

For more information please contact:

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