

Terms and Conditions

By accessing the mobile application forent and the website forent-app.com, owned and operated by Forent Group Inc. ("The Company"), you agree to be bound by the terms and agreement and conditions set forth below. If you do not agree to be bound by this agreement, do not understand the agreement, or if you need more time to review and consider this agreement, You must not use the Mobile application, Website and/or services. The company only agrees to provide use of the mobile application or the Website and/or services to you if you assent to this agreement.

1. DEFINITION

The parties referred to in this agreement shall be defined as follows:

- a. Company, Us, We: The company, as the creator, operator and publisher of the website and mobile application, makes the website and mobile application and certain services on it, available to users. Forent.ph, Company, We, Us, Ours and other company first person pronouns will refer to the company, as well as all employees and affiliates of the Company.
- b. You, the user, the Client: You, as the user of the mobile application or the Website will be referred to throughout this agreement with second person pronouns such as You, Your, Yours, or as User, Client.
- c. Parties: Collectively, the parties to this agreement (The Company and You) will be referred to as parties.

1. AGE RESTRICTION

You must be at least Eighteen (18) years of age to use Our Website, Mobile Application or any services contained herein. By using this website or mobile application, you represent the warrant that you are at least 18 years of age and may legally agree to this agreement. The company assumes no responsibility or liability for any representation of your age.

1. INTELLECTUAL PROPERTY

The Website and mobile application, including all content features in the website and mobile application including all text, graphics, images, logos, trademarks, and the link ("The content") and services provided by the company are the property of the company, you agree that the company owns all right, title, interest in and to the content and that you will not use the content for any unlawful or infringing purpose.

Subject to this agreement, the company grants you a non- exclusive, limited, non-transferable, and revocable license to use the content solely in connection with your use of the website, mobile application and services. The content may not be used for any other purpose, and this license agreement terminates upon your cessation of the use of the website or mobile application or services or at the termination of this agreement.

You agree not to reproduce or distribute the content in any way, including electronically or via registration of any new trademarks, trade names, service marks, or uniform resource locators (URLs) without express written permission from the company.

1. USERS ACCOUNTS AND OBLIGATION

Some content of the website and mobile application may only be accessed by the user by registering with Us, when you do so, You will choose a user identifier, which may be your email address or another term or mobile number as well as password. You may also be required to provide personal information including but not limited to, your name. You are responsible for ensuring the accuracy of this information

You agree to change your password from time to time. You also agree to keep your user identifier and password confidential and that you will not share such identifying information with any third party. If you discover that your identifying information has been compromised, You agree to notify Us immediately in writing. Email notification will suffice.

You are responsible for maintaining the safety and security of your identifying information as well as keeping us informed of any new changes to your identifying information. Providing false or inaccurate information, or using the website of mobile application or services to further fraud or unlawful activity is grounds for immediate termination of this agreement.

You agree that you are solely responsible for all acts or omission that occur under your identifying information and password, including the content of any transmission using the website, Mobile application or service.

1. ACCEPTABLE USE

As a condition of Your use of the website, mobile application or services, You agree not to use the website, mobile application or services for any unlawful purpose prohibited under this clause. You agree not to use the website, mobile application or services in any way that could damage the Website, Mobile application or general business of the company.

You further agree not to use the website, mobile application or services to:

- a. Harass, Abuse, or threaten others or otherwise violate any person's legal rights;
- b. Violate any intellectual property rights of the company or any third party;
- c. Perpetrate any fraud;
- d. Engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- e. Attempt to gain unauthorized access to the website, mobile application or service, other accounts, computer systems, or networks connected to the website, mobile application or service;
- f. Transmits or upload any content or material that contains viruses, trojan horses, ransomware, or other harmful or deleterious programs or software;
- g. Publish or distribute any obscene or defamatory material;

- h. Publish or distribute any materials that incited violence, hate, or discrimination towards any group;
- i. Unlawfully gather information about others, including email addresses;
- j. Interfere with another user's use and enjoyment of the website, Mobile application or services or any similar website, mobile application or services.

1. SUBMISSION POLICY

User submissions are text, photos, images, graphics, videos, or any other content that the user has added, uploaded, or posted to the website, mobile application or service.

All user submissions shall remain the property of User, unless otherwise stated, However, The user grants the company a loyalty-free, non-exclusive, perpetual, irrevocable, worldwide license to copy, display, use, broadcast, transmit, translate, distribute, modify and make derivatives works of any content You publish, upload, or otherwise make available to the website or mobile application, including your name and/or username, voice, and/or likeness, in whole or in part, in any media or technology.

User submissions are deemed non-confidential and the company has no obligation to maintain its confidentiality.

If you feel that any of your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of Our Users, Please contact Us and let Us know.

1. AFFILIATE MARKETING AND ADVERTISING

The company, through the website, mobile application or services, may engage in affiliate marketing whereby the company receives a commission on or percentage of the sale of goods, services on through the website or mobile application. The company may also accept advertising and sponsorships from commercial businesses or receive other forms of advertising compensation.

1. THIRD PARTY LINKS

You acknowledge that We may, from time to time, include links or reference to other websites or mobile applications, other content or other materials ("Third Party Links") none of which are controlled by Us.

Third Party Links are provided for your information only and We do not make any representations, warranties, or guarantees as to the accuracy, completeness, performance, reliability, timeliness, quality, or suitability for a particular purpose of this Third-Party Links. We do not endorse, approve or support these third-party links.

You use the third-party links at your own risk.

1. SALES OF GOODS/ SERVICES

We may sell goods or services, or allow third parties to sell goods or services on the website or mobile application. If this occurs, then some specific exclusions of liability will apply, as described in the “Exclusion of liability” Clause.

Please refer to our additional terms and conditions for sale of goods and/or terms and conditions for sale of services as applicable.

From time to time, the company may post promotional offers for goods or services to the website or mobile application. The frequency of such offers, as well as their terms and conditions are determined by the company.

The user is aware that the number of promotional offers for goods or services is limited.

The company does not guarantee or promise to Users that:

- a. The purchased or any promotional goods or services on the website or mobile application is any way beneficial for the user and/or third parties; and
- b. The cost of promotional goods or services is necessarily lower than their actual cost on the website or mobile application or on other third-party websites or mobile applications.

1. EXCLUSION OF LIABILITY

- a. The website, mobile application and its content are provided for general information only and may change at any time without prior notice.
- b. You accept and acknowledge that the website and/or mobile application, content, goods, services, properties or products may contain errors, mistakes and inaccuracy.
- c. You accept and acknowledge that the website, Mobile application, content, and information or documentation that we may provide to you in connection with your use of goods, services, properties or products including documentation, data and information developed by Us or owned by Us, and other materials which may assist in your use of goods, services, properties, products or website (Collectively “the materials”) , is entirely at your risk. It is your responsibility to make sure any goods, services, properties, products, materials, content, or other information available through the website and mobile application suits your particular purpose.
- d. Neither We, nor any third parties provide any guarantees or warranties regarding the inaccuracy, completeness, performance, reliability, timeliness, quality, merchantability, safety, legality or suitability for a particular purpose of the website, mobile application, services, properties or products.
- e. To the maximum extent permitted by law, we hereby expressly exclude all warranties, guarantees, representations, or terms (whether express or implied) except for those expressly set out in this agreement.
- f. To the maximum extent permitted by law, we hereby expressly exclude any liability for any damage, loss, cost or expense including legal cost and expenses, whether direct or indirect, incurred by you in connection with your use of the website, mobile application, goods, products, properties or services.

- g. For goods, properties, services, products posted by third parties via the website, mobile application or via third party links:
1. You acknowledge and agree that we have no control over those Third-Party goods, services, properties or products posted in the website or mobile application
 2. You acknowledge and agree that any third-party goods, services, properties or products will be governed by agreements entered into directly and only between you and the third party for which we shall have no liability
 3. You acknowledge and agree that we assume no liability and provide no warranties or guarantees regarding the accuracy, completeness, performance, reliability, timeliness, quality, merchantability, safety, legality, or suitability for a particular purpose of third-party goods, services, properties or products.
 4. To the maximum extent provided by law, you hereby release Us from any claim related to third party goods, services, properties and products including any and all warranty and product liability claims.
- h. Any reference to a user or listing being “verified” or similar language indicate only that the user or listing has completed a relevant identification or verification process and nothing else.

1. ASSUMPTION OF RISK

The website and mobile application are provided for communication and payment gateway purposes only. You acknowledge and agree that any information posted on our website or mobile application is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between you and the company.

You further agree that your payment for any goods, services, properties or products on the website or mobile application is at your own risk. You acknowledge and agree that any payments will be governed by agreements entered into directly and only between you and the third party for which the company shall have no responsibility or liability.

We shall not be liable for any damage to any computer, equipment, software, data or other information caused by your access or use of the website or mobile application. We shall likewise not be liable for any action of third parties.

1. PRIVACY

Through your use of the website or mobile application, you may provide Us with certain information. By using the website or mobile application, You authorized the company to use your information in the Philippines and any other country where We may operate.

1. INDEMNITY

You agree to defend and indemnify the company and any of its affiliated (if applicable) and hold Us harmless against and legal claims and demands, including reasonable attorney’s fees, which may arise from or relate to your use or misuse of the website or mobile application, your breach of this agreement, or your conduct or actions.

1. OTHER ACTION

We reserve the right to take any of the following actions in Our sole discretion:

- a. Monitor, review, edit or delete any user submissions;
- b. Determine whether or not you have breached this agreement;
- c. Record any correspondence that occurs in public sections of the website or mobile application;
- d. Review any allegations about breaches of this website or mobile application, and determine in Our sole discretion whether to take any action in response to those alleged breaches, including removal of any content in relation to those alleged breaches;
- e. Determine in our sole discretion whether to terminate your or another user's access to any particular section or sections of the website or mobile application.

1. SPAM POLICY

You are strictly prohibited from using the website or mobile application or any of the company's services for spam activities, including gathering email address and personal information from others or sending any mass commercial emails.

1. FEES

We reserve the right to impose fees to cover the relevant cost of providing our services to you including those associated with the set-up, Transactions and maintenance of our platform ("Service Fee")

1. CANCELLATION AND REFUND

As we cater to multiple rental categories, each category or host will require a different cancellation and refund policies based on the products or services they are offering. You further agree that:

- a. It is your responsibility to make sure what their cancellation policies are
- b. You acknowledge and agree that any cancellation and refund will be governed by agreements entered into directly and only between you and the third party for which the company shall have no responsibility or liability.
- c. When a buyer or seller raises a refund request, The company will review the case and gather valid evidence from both parties for assessment. Both buyers and sellers are required to provide evidence to support the refund claim.
- d. We may ask for a proof (Screen shot) that both parties agreed for the refund.
- e. We will only honor conversation (screen shot) made in our in-app messaging and payments made within our mobile application to make sure that the transaction is from both registered parties.

1. ENTIRE AGREEMENT

This agreement constitutes the entire understanding between the parties with respect to any and all use of this website or mobile application. The agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of Our website or mobile application.

1. APPLICABLE LAW

This agreement and your use of the website or mobile application and all non-contractual relationships arising out of Your use shall be governed and construed in accordance with the laws of the Philippines.

In case of any dispute or litigation, the parties agree to submit to the jurisdiction of the Philippines court.

1. ASSIGNMENT

This agreement, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or in part by You. Should this agreement, or the rights granted hereunder, be assigned, sold, lease, or otherwise transferred by the company, the rights and liability of the company will bind and insure to any assignees, administrators, successors and executors.

1. SEVERABILITY

If any part or sub-part of this agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such conditions, the remainder of this agreement shall continue in full force.

1. NO WAIVER

Our failure to enforce any provision of this agreement shall not constitute a waiver of any future enforcement of that provision or any other provision.

No waiver shall be deemed to have been made unless expressed in writing and signed by Us. Waiver of any part or sub-part of this agreement will not constitute a waiver of any other part or sub-part or of the same part or sub-part on a future date.

1. HEADINGS

Headings of parts and subparts under this agreement are for convenience and organization only. Headings shall not affect the meaning of any provisions of this agreement.

1. CONTACT US

You can contact us about this agreement using the following details
info@forent-app.com

1. EFFECTIVE DATE

This agreement will become effective on November 2, 2021