

**THE GREEN ROOM COMMUNITY  
TERMS AND CONDITIONS OF USE****I. Introduction**

The standard Terms and Conditions contained herein shall govern your use of this website, including all pages within it. By accessing and using this website, you agree to and accept all Terms and Conditions in full; accordingly, you must not use this website if you disagree with any of these Terms and Conditions.

Please read these Terms and Conditions carefully. Upon using or upon the first time you access the website, you shall be deemed to have agreed to be bound by these Terms and Conditions. This is a legal agreement. Clicking the “agree” button means that you have officially signed the Terms and Conditions.

**II. License to Use the Website**

Use of this website is primarily for the registered members of The Green Room (the “Website”), Manulife Philippines’ online insight community.

You shall use this Website for your non-commercial, personal purposes in compliance with these Terms and Conditions and for the following permitted purposes, as applicable:

- (i) View pages from this Website, which includes the following content: writings, images, videos, newsletter, articles, and/or other works that you see, hear or otherwise experience on this Website (singly or collectively, the “Content”);
- (ii) Complete surveys;
- (iii) Take part in live chats, discussion forums, and other activities;
- (iv) Upload photos and videos, as necessary;
- (v) Be updated on events and initiatives of Manulife Philippines.

**III. Suspension and Termination of the Service**

Without prejudice to any other provisions and the generality of these Terms and Conditions, Manulife Philippines shall be entitled to terminate the Service if:

- (i) there is any change of law or development in regulation which prohibits or renders illegal the maintenance or operation of this Website, your policy/account or any parts thereof; or
- (ii) you shall commit any breach of or omit to observe any obligations under these Terms and Conditions which, in the opinion of Manulife Philippines, amounts to a material default on your part; or
- (iii) Manulife Philippines' records show that your policy/account is terminated.

The granting of access to this Website shall be at the sole discretion of Manulife Philippines, which may cancel/terminate or suspend this Website or any part thereof at any time Manulife deems fit and without prior notice and reason to you.

You may request to suspend or terminate the use of this Website at any time by giving to Manulife prior written notice, and Manulife Philippines shall suspend or terminate the use of this Website as soon as practicable after receiving your written notice.

The provisions of these Terms and Conditions, to the extent allowed by the applicable law(s), shall survive the termination of any contractual relationship between you and Manulife Philippines.

**IV. Your Obligation and Liabilities**

By accessing this Website:

- (i) You agree that you are responsible for keeping your account name and password in this Website confidential.
- (ii) You agree to ensure that all information provided to Manulife Philippines (including the information of third parties) and any subsequent changes to it are at all times accurate, complete, and up-to-date and can be processed, shared, disclosed, transferred or used by Manulife Philippines, including its shareholders, directors and employees, affiliates, subsidiaries, business partners, any member of the Manulife Financial Group (including those located overseas), advisors, representatives, industry associations and databases, local and foreign authorities having jurisdiction over companies within the Manulife Financial Group, external auditors/counsels, and its third party service providers (whether within or outside the Philippines) within the rules sets by the Data Privacy Act of 2012, as may be amended from time to time, relevant regulations and Manulife Philippines' privacy policy available at [www.manulife.com.ph/Customer-Privacy-Policy](http://www.manulife.com.ph/Customer-Privacy-Policy).
- (iii) You represent and warrant that your use of this Website will comply with all applicable laws and regulations. You may not use this Website for any unlawful or discriminatory activities. You agree that you shall not use or knowingly allow any other person to use this Website in connection with an illegal purpose or activity. You shall notify Manulife Philippines within twenty-four (24) hours upon knowledge of or when there is reasonable belief of such use. You will immediately notify Manulife Philippines of any unauthorized use of your accounts.
- (iv) You acknowledge that this Website, including all intellectual property rights in this Website, belongs to and is the property of Manulife Philippines. You acknowledge that no right, title or interest other than the right to access the Content subject to these Terms and Condition is conveyed or transferred to you. You shall not make any representation or do any act which may be taken to indicate that you have any such right, title or interest.
- (v) In any circumstances when you are required to submit information or data to Manulife Philippines through the use of the Website, you represent that you have all the right, title and interest to materials you post on this Website ("Materials"), including but not limited to any consent, authorization, release, clearance or license from any third party necessary for you to provide, post, upload, input or submit the Materials and that posting such Materials does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy or other rights recognized by any applicable jurisdiction or otherwise constitute the breach of any agreement with any other person or entity. You further represent and warrant that you are who you say you are, that you have not submitted fictitious, false or inaccurate information about yourself and that all information contained in the posted Materials are true and that the posted Materials do not contain any threatening, harassing, libelous, false, defamatory, offensive, obscene or pornographic material. You agree that you will not knowingly and with intent to defraud provide material and misleading information. You represent and warrant that the Materials you supply do not violate these Terms and Conditions. You agree that you shall prevent computer, electronic or other similar virus of any kind from entering the system, any related systems, servers or facilities of Manulife Philippines in a manner that the Website shall be affected.
- (vi) You agree that you shall not, and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the Website or any software comprised in them or allow any third party to do so. You agree that you shall not use this Website for any purpose or in any manner that is unlawful or prohibited by this Agreement.
- (vii) You understand and agree that you are personally responsible for your behavior on this Website. You release from and agree to indemnify, defend and hold harmless Manulife Philippines, any member of the Manulife Financial Group, subsidiaries, affiliates, business partners, their respective officers, directors, employees and representatives and any third party information and service providers from any and all liabilities, against all actions, suits, costs, claims, demands, charges, expenses, losses, damages and liabilities howsoever and

wheresoever (including, without limitation, legal fees on a full indemnity basis) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them resulting from or arising out of your use, misuse or inability to use this Website or the Content, or any violation by you of these Terms and Conditions.

#### **V. Responsibilities and Liabilities of Manulife Philippines**

- (i) Manulife Philippines shall endeavor to take reasonably practicable steps to ensure its systems in connection with this Website are installed with adequate technical security designs to control and manage the risks in operating the systems. Manulife Philippines shall under no circumstances be liable for any failure of this Website in whole or in part nor for your inability to gain access in whole or in part to the same due to circumstances either outside or within the control of Manulife Philippines.
- (ii) Manulife Philippines shall endeavor to take all reasonable steps to ensure that Content made available by this Website is correct and updated at regular intervals. Manulife Philippines makes no representations about the suitability, reliability, availability, timeliness, security or accuracy of this Website or its Content for any purpose. All Content are provided on “as is” basis without warranty or condition of any kind. To the extent permitted by applicable law, Manulife Philippines shall not be liable for any loss suffered by you or any other person for or in connection with the accuracy, completeness, authenticity or timeliness of any information received by you via the Service.
- (iii) Without prejudice to the generality of these Terms and Conditions and to the extent permitted by applicable law, Manulife shall not be liable to you or any third party for any harm, loss (direct/indirect/consequential/contingent/special) (foreseeable or not) or damage (whether arising in contract, tort, negligence), or otherwise, including without limitation damages for cover or loss of use, data, revenue or profits, that may arise out of or in any way connected with the use or performance of this Website, with the delay or inability to use this Website, or for any Content, or otherwise arising out of the use this Website at any time. This shall include your use of the Website through incompatible devices or devices with security vulnerabilities, whether known or unknown. Should you prefer to use the Website through an Android device, you acknowledge that Manulife Philippines has no available official support for you. You further waive all rights that you may have to hold Manulife Philippines responsible, liable or otherwise accountable in connection with the use of the Website. You agree that such exclusions of liability are fair and reasonable, and that Manulife Philippines would not have permitted access to (or use of) the Website by you without your agreement with the liability exclusions and disclaimers set out herein.
- (iv) You agree and understand that transmission of instruction, information or communication over the Internet may be subject to interruption, transmission blackout and delayed transmission due to the Internet traffic, or incorrect data may be transmitted due to the public and open nature of the Internet or otherwise. Manulife Philippines shall not be responsible or liable for any loss or damage arising from the foregoing or reasons related thereto, or in relation to any malfunctions in communication facilities that are out of control of Manulife Philippines.
- (v) You agree and acknowledge that the Internet is not a fully secure method for the communication of information, your privacy and confidentiality cannot be guaranteed, and your use of the Website (including all information that you send/upload to the Website) may be assessed by, or disclosed to, or monitored by other persons. Therefore, Manulife Philippines shall not be responsible or liable for any harm or loss that you, or any other person, may suffer in any connection with your access to, or use of, the Website.

#### **VI. Communication**

- (i) Manulife Philippines shall be authorized to prescribe, from time to time, the form of notice (whether written or any other form) and the communication channel with respect to any notice to be given pursuant to these Terms and Conditions without imposing any duty of care on Manulife Philippines.
- (ii) Manulife Philippines shall not be liable for any loss or damages you may incur if you communicate confidential or personal information to us by electronic means such as electronic mail, or if we communicate such information to you by these means at your request or as a reply to a communication sent by you over the same channel.
- (iii) You are required to notify Manulife Philippines forthwith of any change of your correspondence details. Any notice to you will be effective when Manulife Philippines sends it to the last email or physical address you gave Manulife Philippines or posted on this Website. All communications shall be addressed to you at your last known correspondence details registered with Manulife Philippines. Communications delivered personally or sent by mail, electronic mail or otherwise shall be deemed to have been delivered to you (where delivered personally) at the time of personal delivery, (where sent by mail) when deposited in the mail, (where sent by electronic communication) at the time of sending the electronic message.

## **VII. Privacy**

- (i) Any collection of personal information from you during the course of using the Website shall at all times be subject to Manulife's [Privacy Policy](#), which you understand and provide consent to, and specifically, shall be for any relevant purpose(s) related to the administration and maintenance of the Website (including but not limited to improvement in the system and data analytics).
- (ii) You understand that Manulife Philippines intends to use, from time to time, the information you provided in direct marketing of the following products and services:
  - a) insurance, provident funds and/or schemes, unit investment trust funds, wealth management services or other financial products or services; and
  - b) reward, loyalty or privilege programmes and related products and services;
- (iii) You agree that only the following kinds of personal data may be used in such direct marketing:
  - a) name; and
  - b) contact information (including but not limited to mobile phone number, landline number, email address and residential address).
- (iv) You consent to receive said notices, announcements and offers through email, mobile or telephone call from Manulife Philippines or from its third party service providers.
- (v) You shall have the right of access to and for correction of your personal information by writing to the Data Protection Officer of Manulife Philippines or such other designated person assigned by Manulife Philippines from time to time by emailing [PHDataProtection@manulife.com](mailto:PHDataProtection@manulife.com) or calling (632) 884-5433 Extension 1740.
- (vi) All paragraphs under this privacy section shall be deemed to have been incorporated into all relevant forms or any other information collection means/formats that may exist from time to time and you shall indemnify Manulife Philippines for any failure to observe this provision or any other provisions within these Terms and Conditions.
- (vii) Manulife Philippines may arrange for all telephone calls in connection with the use of this Website to be recorded. Such recordings shall be used for training and quality control purpose and if necessary, as evidence in any legal proceedings.
- (viii) In the event of a security breach that may affect you, Manulife Philippines will notify you of the breach and provide a description of what happened.

## **VIII. Linked Websites**

Manulife Philippines may provide hyperlinks from this Website to other non-Manulife websites for information purpose only as a convenience to you. Manulife Philippines is not responsible for the availability of any such websites. Manulife Philippines is not responsible or liable for any such third party

websites. Manulife Philippines shall not be liable for any loss or damage arising directly or indirectly (including consequential loss) for the contents available on such linked websites. The inclusion of hyperlinks by Manulife Philippines to such third party websites does not constitute or imply any endorsement, sponsorship or recommendation by Manulife Philippines or any member of the Manulife Financial Group of the third party, the third party website or the material or information on such websites. Access to and use of the linked third party website is at your own risk and subject to any terms and conditions and privacy policy applicable to such access/use of those websites.

### **IX. Downloading**

Manulife Philippines cannot and does not guarantee or warrant that the Contents of this Website or any information/data or program that can be downloaded through this Website is error free or that the Website or server(s) that operate it is or will be free of infection by software viruses or other harmful components, computer code, files or programs which may adversely affect your hardware, software and equipment. Any Content that may be downloaded from this Website may be made subject to further or other applicable terms and conditions.

### **X. Waiver**

No act, delay or omission by Manulife Philippines shall affect its rights, powers and remedies under these Terms and Conditions or any further or other exercise of such rights, powers and remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.

### **XI. Governing Laws**

The interpretation, validity and effect of this Website or its Contents shall be governed by and construed in accordance with the laws of the Republic of the Philippines. You hereby consent and agree to submit to the exclusive jurisdiction of the Makati City, Philippines courts in any action or proceeding instituted under or related to this Agreement or your use of this Website.

Any claim or dispute arising out of or in connection with this Website or its Contents shall be referred to and finally resolved by arbitration in the Philippines through the appropriate courts, tribunals or quasi-judicial agencies.

### **XII. Amendments**

Manulife reserves the right to modify these Terms and Conditions at any time without giving you prior notice. Your use of this Website following any such modification constitutes your agreement to follow and be bound by these Terms and Conditions as modified. The modified terms and/or conditions shall become effective when displayed, advertised or brought to your attention by any other means as Manulife Philippines thinks fit. The last date these Terms and Conditions were revised is set forth below.

Amendments of these Terms and Conditions shall not affect any of your or Manulife Philippines' accrued rights or liabilities.

### **XIII. Severability**

If any part of these Terms and Conditions is held to become illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the unenforceable part shall be given effect to the greatest extent possible and the legality, validity and enforceability of the remaining provisions shall remain in full force and effect.

### **XIV. Intellectual Property**

All trademarks, service marks, trade names, logos and icons are proprietary to Manulife Philippines and to the Manulife Financial Group. Nothing contained on this Website shall be construed as granting any license or right to use any trademark displayed on this Website without the written permission of Manulife Philippines. Your use of the trademarks displayed on this Website or any other Content on this Website, except as provided herein, is strictly prohibited.

Images displayed on this Website are either the property of, or used with permission by, Manulife Philippines. The use of these images by you, or anyone authorized by you, is prohibited unless specifically permitted by Manulife Philippines.

Any authorized use of any Content or the Website may violate patent, copyright, trademark and other applicable laws and regulations.