

FACILITY USER AGREEMENT

IMPORTANT:

THIS FACILITY USER AGREEMENT IS A LEGAL AGREEMENT BETWEEN:

USER / YOU (EITHER BE AN INDIVIDUAL, OR AN ENTITY, OR A GROUP OF INDIVIDUALS UNDER AN ENTITY, ETC.)

AND

BIYAHEKO (HEREINAFTER A FULLY OWNED TRAVEL PRODUCT OF G I PHILIPPINES CORP. WHICH IS DULY REGISTERED UNDER THE JUDICIARY OF PHILIPPINES LAW)

PLEASE READ CAREFULLY BEFORE COMPLETEING AND SIGN IN LOGIN PROCESS:

IT PROVIDES YOU, THE USER ALL THE RIGHTS TO ACCESS AND USE THE CONTENTS IN THIS WEBSITE. AND THAT CONTAINS LICENSES, WARRANTY INFORMATION WITH LIABILITY DISCLAIMERS. BY SELECTING THE LOGIN NOW BUTTON AND/OR USING THE WEBSITE, THE USER CONFIRMS THE ACCEPTANCE OF THIS WEBSITE ACCESS AND AGREES TO THE TERMS AND CONDITIONS MENTION IN THE WEBSITE. IF YOU DON'T AGREE TO THE TERMS AND CONDITIONS, THEN PLEASE DON'T LOGIN AND ACCESS THE WEBSITE. IN ORDER TO ACCESS THE WEBSITE, THE USER MUST FIRST GO THROUGH THE TERMS AND CONDITIONS OF THE WEBSITE AS MENTION ABOVE.

COPYRIGHT NOTICE

All Rights, Copyright and Trademark of this website page <https://www.biyaheko.com> are fully Reserved by G I Philippines Corp. And to access this website please read and accept the terms and conditions as mentioned in login page.

WHEREAS:

- **BiyaheKo** is a B2B online portal engaged in providing or allowing its users to organize, book and issue tickets from its various travel products that includes AIRLINES, FERRY, BUS, HOTEL, TOUR PACKAGES, VISA, TRAVEL INSURANCE, CAR ARRANGEMENT, MICE but not limited only to travel but also other necessity products like BILLS PAYMENTS, MOBILE TOPUP, MONEY REMITTANCE, etc. And BiyaheKo is connected through an Application Program Interface with all its suppliers in Domestic as well in Global that is legally bounded as per the Law of Philippines and the Law of the Land.
- The **USER** can be a Travel Agent, Individual, Store Base, Internet Café, Pawnshop, Home Base Agent, Mall Kiosk, Others etc. who are carrying this business after Login the website after the acceptance of Terms and conditions.
- **BiyaheKo** has its own official B2B website portal namely <https://www.biyaheko.com>, where all the contents of the portal are available upon accepting the terms and conditions of the website and login.
- The **USER** has approached the **BiyaheKo** and requested for the Online Portal Service for the user to offer the products there into the end users or its customers.
- **BiyaheKo** after verifying and considering the documents provided by the **USER** it accepts to proceed with the business relationship as subject to the following terms and conditions.

HEREWITH, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITION

Unless the contrary intention appears:

1. A reference to:
2. An agreement / document / undertaking / deed / instrument / indenture / writing includes all amendments made thereto from time to time as also all schedules, annexure and appendices thereto,
3. An "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly,
4. "Authorization" includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration,
5. "Encumbrance" includes a mortgage, charge, lien, pledge, hypothecation, security interest or any lien or any right of any description whatsoever,
6. "Person" includes an individual, statutory corporation, body corporate, partnership, joint venture, association of persons, societies (including co-operative societies), trust, unincorporated organization, government (central, state or otherwise), sovereign state, or any agency, department, authority or political subdivision thereof, international organization, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being;
7. "Law" includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorization, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by,

or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of the Facility User Agreement or thereafter and each as amended from time to time;

8. The words "include" or "including" shall be construed without limitation,
9. A gender shall include references to the female, male and neuter genders,
10. A "month" is a reference to a period starting on one day in a calendar month and ending on the date immediately before the numerically corresponding day in the next calendar month, except that if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last day in that calendar month;
11. The singular includes the plural (and vice versa),
12. Content" means the text, documents, information, data, articles, images, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features, and other materials that are available on the Site.
13. Content" also includes Marks and Products and Services.
14. Mark" means trademark, trade name, service mark, trade dress, logo, custom graphics, or icon.
15. Member" means an individual who has registered with the Site. Members choose a Member ID and a password.
16. Member ID" means the e-mail address you use (with your password) to login to the Site.
17. **BiyaheKo**" or "we" and its subsidiaries and affiliates.
18. Products and Services" means the airline travel, hotel accommodation, tours, travel insurance, fare alerts and other items available through the Site.
19. Provider" means **BIYAHEKO's** licensors, suppliers, information providers, and travel and leisure service providers.
20. Purchase" means to book, reserve, or purchase. The terms "Site", "Marks", "Content" and "Products and Services" do not include the sites, marks, content, products or services that are provided by third parties, and that are available through a link from the Site. Their use is subject to the terms set forth by their respective owners or operations, on the third party's website.
21. Website" means the <https://www.biyaheko.com>, and their respective subsites, together with the respective Content, Marks, Products and Services available from these sites and subsites
22. Confidential Information" means any and all information in whatever form whether disclosed orally or in writing or whether eye readable, machine readable or in any other form including, without limitation, the form, materials and design of any relevant equipment or any part thereof, the methods of operation and the various applications thereof, processes, formulae, plans, strategies, data, designs, photographs, drawings, specifications, technical literature and any other material made available by one Party to the other Party or gained by the visit by one Party to any establishment of the other Party. Also, in connection with the **USER**" who been given access to the website.
23. Whether before or after this Agreement is entered into, for the purpose of considering, advising in relation to or furthering the negotiations (and any information derived from such information).

2. SCOPE OF THE AGREEMENT

1. **BiyaheKo** agrees and permits the **User** to register its details in the **BiyaheKo** Portal or website upon accepting the terms and conditions provided in the website. The **User** shall choose a password and shall maintain the confidentiality of the password and account. The **User** is solely responsible for all activities that occur while using their password or account. It is the duty of the user to notify immediately the provider (**BiyaheKo**) immediately of any unauthorized use of their password or account or any such other breach of security. **BiyaheKo** will not be liable or responsible for any loss that may be incurred by the User as a result of unauthorized use of their password or account, either with or without their knowledge.
2. **BiyaheKo** reserves the right, in its sole discretion, to terminate the access to any or all **BiyaheKo's** websites or its other sales channels and the related services or any portion thereof at any time, without any notice, for general maintenance or any reason whatsoever.
3. In addition to this Agreement, there are certain terms of service (TOS) in specific to all the services rendered/ products provided by **BiyaheKo** in its portal or through its online website as mentioned. Such TOS will be provided/ updated by **BiyaheKo** which shall be deemed to be a part of this Agreement and in the event of a conflict between such TOS and this Agreement, the terms of this Agreement shall prevail.
4. Additionally, **BiyaheKo** itself may provide terms and guidelines that govern the features, offers or the operating rules and policies applicable to each Services and Products mentioned. The **User** shall be responsible for ensuring compliance with the terms and guidelines or operating rules and policies of the Service Provider with whom the **User** elects to deal, including terms and conditions set forth in a Service Providers' fare rules, contract of carriage or other rules.
5. **BiyaheKo's** Services are offered to the **User** conditioned on acceptance without modification of all the terms, conditions and notices contained in this Agreement and the TOS, as may be applicable from time to time. For the removal of doubts, it is clarified that availing of the Services by the **User** constitutes an acknowledgement and acceptance by the **User** of this Agreement and the TOS. If the **User** does not agree with any part of such terms, conditions and notices, the **User** must not avail the Company's Services.
6. The **USER** agrees that they shall not distribute exchange, modify, sell or transmit anything from BiyaheKo's website, including but not limited to any text, images, audio and video, for any business, commercial or public purpose.

7. It is agreed between the parties that, as long as the **USER** complies with the Terms of Use, **BiyaheKo** agrees to provide a non-exclusive, non-transferable, limited right to enter, view and use its website to the **USER**. The **USER** agrees not to interrupt or attempt to interrupt the operation of this website in any manner.
8. Access to certain areas of **BiyaheKo's** website may only be available to registered members. To become a registered member, the **USER** shall answer certain questions. Answers to such questions may be mandatory and/or optional. The **USER** represents and warrants that all information's are true and accurate.
9. The products and services displayed on the website may not be available for purchase if the product and services are advised for additional requirements according to the policy of our supplier. Product and Services are available on the website locally and globally.

3. TERM AND TERMINATION

1. This Agreement shall take effect and become binding as and when the **User** agrees and signs into the **BiyaheKo website**.
2. Notwithstanding anything contained in this Agreement, and without prejudice to its other rights in law or equity and without any liability and judicial intervention, this Agreement may be terminated by the Party not in default (the "Non-Defaulting Party") by giving a thirty (30) days' written notice to the Party in default (the "Defaulting Party") if any of the following events (hereinafter referred to as an "Event of Default") occurs:
 - I. Either Party commits a breach of this Agreement and such breach, if capable of remedy, is not remedied by the Defaulting Party within the aforesaid thirty (30) days' notice period,
 - II. Any change in control of either Party. For the purpose of this sub-clause, the Party in respect of which a change in control occurs will be deemed to be the Defaulting Party; or
 - III. If either Party goes into liquidation (other than a voluntary liquidation for the purposes of reconstruction and where all the rights and obligations are validly assigned), administration or receivership or ceases to carry on its business or is otherwise insolvent or unable to pay its debts on time
3. This Agreement may be terminated by the mutual written consent of the both parties.
4. Upon termination of this Agreement for whatever reason, all the rights and obligations of both parties hereunder shall cease.

4. USER'S RESPONSIBILITY OF CONGNIZANCE OF THIS AGREEMENT:

1. The **USER** shall download copy/copies of the Content to be used only by **USER** for their personal use unless the subsite they are accessing states that **USER** may not. By downloading any Content from website, the **USER** shall not remove any copyright or trademark notices or other notices that go with it.
2. **BiyaheKo** agrees to make every effort to ensure that the description and content on each page of the website is correct. It does not, however, take responsibility for changes that occur due to human, data entry errors or for any loss or damages suffered by any **User** due to any information contained herein. Also, **BiyaheKo** does not own or operate airlines and other suppliers and cannot therefore control or prevent changes in the published descriptions. **BiyaheKo** reserves the right to make such changes and in the event of **USER** placing an order with **BiyaheKo** or choosing to avail the services, the same will be communicated to **USER** before the confirmation invoice is made.
3. The **USER** should not take any action based on information on the website until received a confirmation of the transaction. **BiyaheKo** shall send confirmations within 24 hours of Purchase. If you have not received a confirmation of the purchase via e-mail, (check in "spam" or "junk" folder to verify that it has not been misdirected), and if still not found, **USER** shall contact **BiyaheKo's** Customer Care Department.
4. **BiyaheKo** agrees to take all measures to exclude viruses from its Online Portal or Website, but it cannot be ensured that the its online portal or website will always be free from Virus or other such destructive software at all the times. The **USER** shall take appropriate safeguards before downloading information from the website. **BiyaheKo** shall not bind any responsibility for such damages to the computer equipment or other property that may result from use of the Site or downloading anything from the website.
5. It is agreed between the parties that, although most travel, including travel to international destinations is completed without incident; travel to certain destinations may involve greater risks than others. The **USER** shall review and evaluate travel prohibitions, warning, announcements, and advisories issued by the government and the aviation administration before booking travel to international destinations. By offering for sale travel to such international destinations, **BiyaheKo** does not represent or warrant that travel to such point is advisable or without risk. **BiyaheKo** does not accept or bind to liable for such damages, losses, or delays that may result from improper documents for entry, exit, length of stay, or from travel to such destinations.
6. **BiyaheKo's** websites may contain links to other websites. The linked sites are not under the control of **BiyaheKo** and henceforth **BiyaheKo** is not responsible for the content of any linked site, or any changes and updates to a linked site. **BiyaheKo** is providing these links to the **USER** only as a convenience, and the inclusion of any link does not entail endorsement by **BiyaheKo** of the site or any association with its operators or owners.
7. **BiyaheKo** only acts as a Search and Booking Engine, it accepts no liability to whatsoever for any part of the arrangements between the supplier and the customer with regards to the standard of service. In no circumstances **BiyaheKo** shall be liable for the services provided by the supplier/third party.

8. If the website contains bulletin boards, access to mailing lists or other message or communication facilities, the **USER** agrees to use the same only to send messages and materials that are proper and related thereto. The **USER** agrees that when using the website or any facility available there from, shall not do any of the following:
 - I. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
 - II. Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information.
 - III. Upload or attach files that contain software or other material protected by intellectual property laws (or by rights of privacy and publicity) unless the User owns or controls the rights thereto or has received all consents therefor as may be required by law
 - IV. Upload or attach files that contain viruses, corrupted files or any other similar software or programs that may damage the operation of another's computer.
 - V. Delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded.
 - VI. Falsify the origin or source of software or other material contained in a file that is uploaded.
 - VII. Advertise or offer to sell any goods or services, or conduct or forward surveys, contests or chain letters, or download any file posted by another user of a Forum that the User knows, or reasonably should know, cannot be legally distributed in such manner.
9. The **USER** agrees that, they shall not post or transmit any defamatory, libelous, obscene, pornographic, profane, threatening or unlawful material or any material that could constitute or encourage conduct that would be considered as a criminal offense or give rise to civil liability, or otherwise violate any law. **BiyaheKo** assumes no liability or responsibility arising from such obscene material. **BiyaheKo** may change, edit, or remove any user material or conversations that are illegal, indecent, obscene or offensive, or that violates **BiyaheKo's** policies in any manner way.
10. **BiyaheKo** hereby agrees to fully cooperate with any law enforcement authorities or court order requesting or directing it to disclose the identity of anyone posting such materials.
11. Any communications or materials sent by the **USER** to the website by electronic mail or otherwise, including any comments, data, questions, suggestions or the like, all such communications are, and will be treated as non-confidential by **BiyaheKo**. The **USER** hereby gives up any and all claim that any use of such material violates any of rights including moral rights, privacy rights, proprietary or other property rights, publicity rights, rights to credit for material or ideas, or any other right, including the right to approve the way **BiyaheKo** uses such material. Further, any material submitted to this Site may be adapted, broadcast, changed, copied, disclosed, licensed, performed, posted, published, sold, transmitted or used by **BiyaheKo**.

5. OWNERSHIP

1. It is agreed between the parties that all materials on website, including but not limited to audio, images, software, text, icons and such like (the "Content"), are protected by copyright under international conventions and copyright laws. Thus, the **USER** shall not use the Content, except as specified therein. The **USER** agrees to follow all instructions on website limiting the way **USER** may use the Content. The website is the sole and exclusive property of **BiyaheKo** or its providers. **BiyaheKo and its providers** retains all rights, titles and interests (including all copyright, trademark, patent, trade secrets, and all other intellectual property rights) in the website. The website is protected by copyright, trademark, patent, trade secrets, unfair competition, and other laws of worldwide, through the application of local laws or international treaties. Any unauthorized use, reproduction or modification of the website may violate such laws.
2. There are several proprietary logos, service marks and trademarks found on website whether owned/used by **BiyaheKo** or otherwise. By displaying them on the website, **BiyaheKo** is not granting the **USER** any license to utilize those proprietary logos, service marks, or trademarks. Any unauthorized use of the Content may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes.

6. FEES PAYMENT

1. **BiyaheKo** reserves the right to charge listing fees for certain listings, as well as transaction fees based on certain completed transactions upon using its services and further hereby **BiyaheKo** has right to alter on such charges from time to time without any prior notice. The **User** shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the services provided by **BiyaheKo** in its Online Service or Portal.
2. In case, if there is any short charging by **BiyaheKo** for any such listing, services or transaction fee or any other fee for the service rendered in its portal or website due to any technical or other reason, it reserves the right to deduct/charge/claim the balance subsequent to the transaction at its own discretion by advising the **User**.
3. In the rare possibilities of the reservation not getting confirmed for any reason whatsoever, **BiyaheKo** is bound to refund the same to the User's Portal and intimate the of same to the User. **BiyaheKo** is not under any obligation to make another booking in lieu of or to compensate/replace the unconfirmed one. All subsequent further bookings will be treated as new transactions with no reference to the earlier unconfirmed reservation.
4. **BiyaheKo** will not be liable or responsible for the Fees or charges collected by the **User** to its end customers. And there forth if any legal issue or other issues raised by the end user of the Service fee charged or collected by the User, the User himself will be Solely responsible for replying or facing the circumstances.

7. USAGE OF MOBILE NUMBER OF THE USER BY THE COMPANY

BiyaheKo agrees to send the booking confirmation, itinerary information & and any other updates to the **USER** on the booking status and any further itinerary information via SMS (short messaging service) on the mobile number provided by the **USER** at the time of booking.

8. CONTESTS AND INTERACTIONS

The website shall contain contests which require **USER** to send in material or information about the **USER** or offer prizes. Each such contest has its own rules, which **USER** shall read and agree to before participation. There will be a mechanics to all **USER** on how to participate on the contest.

9. PERSONAL AND NON-COMMERCIAL USE LIMITATION

Unless and otherwise specified by BiyaheKo services are for the User's personal and non - commercial use. The User may not modify copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from BiyaheKo's website(s) without the express written approval from the Company.

10. RIGHT TO CANCELLATION BY THE COMPANY IN CASE OF INVALID INFORMATION FROM THE USER

1. The **USER** expressly undertakes to provide to the Company only correct and valid information while requesting for any services under this agreement, and not to make any misrepresentation of facts at all. Any default on part of the User would vitiate this agreement and shall disentitle the User from availing the services from the Company.
2. In case if **BiyaheKo** discovers or has reasons to believe at any time during or after receiving a request for services from the **USER** that the request for services is either unauthorized or the information provided by the **USER** or any of them is not correct or that any fact has been misrepresented by them, **BiyaheKo** in its sole discretion shall have the unrestricted right to take any steps against the User(s), including cancellation of the bookings, etc. without any prior intimation to the **User**. In such an event, **BiyaheKo** shall not be responsible or liable for any loss or damage that may be caused to the **USER** or any of them as a consequence of such cancellation of booking or services.
3. The **User** unequivocally indemnifies the Company of any such claim or liability and shall not hold the Company - GI Philippines - **BiyaheKo** responsible for any loss or damage arising out of measures taken by Company for safeguarding its own interest and that of its genuine customers. This would also include Company denying/cancelling any bookings on account of suspected fraud transactions.

11. DISCLAIMER OF WARRANTY

1. **BiyaheKo** and its **SUPPLIERS** make no warranty of any kind regarding the website, Content, Products or Services, all of which are provided on an "as is" basis. **BiyaheKo** and its **SUPPLIERS** expressly disclaim any representation or warranty that the website will be free from errors, viruses or other harmful components, that communications to or from the website will be secure and not intercepted, that the Services and other capabilities offered from the website will be uninterrupted, or that its Content will be accurate, complete or timely. The fact that **BiyaheKo** is including or offering any Product or Service on the website is not an endorsement or a recommendation of the Product or Service.
2. Other than those warranties which, under the laws applicable to these terms, are implied by laws, and are incapable of exclusion, restriction or modification, **BiyaheKo** and its providers expressly disclaim all warranties and conditions, including implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade.

12. LIMITATION OF LIABILITY

1. Subject to applicable law, use of the website and its Content is at your sole risk. Services and Products made available on this Site are subject to conditions imposed by the **Providers**, including but not limited to tariffs, conditions of carriage, international conventions and arrangements, and federal government regulations. Providers who furnish products or services through this Site are independent contractors, and not agents or employees of the Company.
2. In no event **BiyaheKo** or its providers be liable to any party for any direct, indirect, special or other consequential damages for any use of this site, any hyper linked web site, the acts or omissions of providers who furnish products or services through this site, or the products or services offered by providers through this site, including, without limitation, whether based in contract, tort, negligence, strict liability or otherwise, that arises out of or is in any way connected with:
 - I. Any use of, browsing or downloading of any part of our site or content,
 - II. any failure or delay (including without limitation the use of or inability to use any component of this site for reservations or ticketing),
 - III. the performance or non-performance by us or any provider, or
 - IV. any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, even if the **BiyaheKo** and the provider(s) have been advised of the possibility of damages to such parties or any other party.

13. CONFIDENTIALITY

1. Each of the Parties recognizes, accepts and agrees that all information obtained or disclosed, including but not limited to all data, documents, applications, papers, statements, slips, programs, plans and/or any business/ customer information, marketing strategies/plans and any and all other trade secrets, confidential knowledge or information of either Party relating to its business, practices and procedures (hereinafter collectively referred to as "Information") which may be provided or communicated by such Party to the other Party in connection with this Agreement and/or in the course of performance under this Agreement, is, shall be and shall remain the sole property of the Party providing such Information and shall be of a strictly private and confidential nature and shall be treated as confidential by the other Party.
2. During the term of this Agreement and thereafter, neither Party shall not make use of any such Information for any purpose whatsoever which is not necessary for the discharge of its obligations under this Agreement, or to the disadvantage of the Party providing such Information, nor shall the Party receiving such Information divulge it to anyone other than the Party providing the Information or persons designated by such Party.
3. All Information shall be returned forthwith by the Party receiving such Information to the Party providing the Information on the expiry or termination of this Agreement:
4. Provided that the Party receiving such Information shall, upon demand by the Party providing it at any time during the term of this Agreement, return to the Party providing it, any and all Information.
5. The obligations of each of the Parties contained in this clause shall continue for the term of this Agreement and five (5) years after the termination of this Agreement but shall not apply to any Information which: (a) is or hereafter comes into the public domain otherwise than through a breach by any Party of its obligations under this Agreement; (b) is, at the time of disclosure, already known to the Party receiving the Information as evidenced by such Party's written documentation; (c) is independently developed by employees of the Party receiving the Information who have not had access to or received any such Information under this Agreement; or (d) is required to be disclosed for the purpose of providing Assistance hereunder subject to the other Party's prior consent to the same:
Provided, however, that nothing contained in this clause shall prevent any Party from disclosing such Information to the extent required in or in connection with legal proceedings arising out of this Agreement or any matter relating to or in connection therewith,
6. Neither Party shall issue any public statement concerning these arrangements or disclose the contents hereof or matters related thereto to the public or any third party except with the express prior written approval of the other Party or except as required under applicable law.
7. The provisions of this clause shall survive the termination or expiry of this Agreement.

14. INSURANCE

Unless explicitly provided by **BiyaheKo** in any specific service or deliverable, obtaining sufficient insurance coverage is the obligation/option of the **User** and **BiyaheKo** doesn't accept any claims arising out of such scenarios. Insurance, if any provided as a part of the service/ product by **BiyaheKo** shall be as per the terms and conditions of the Insurance Company. The **User** shall contact the insurance company directly for any claims or disputes whereas **BiyaheKo** shall not be liable to take such claims from the insurance company on behalf of the **User**.

15. RIGHT TO REFUSE

1. **BiyaheKo** at its sole discretion reserves the right to not to accept any customer order without assigning any reason thereof. Any contract to provide any service of **BiyaheKo** is not complete until full money towards the service is received from the customer and accepted by **BiyaheKo**.
2. Without prejudice to the other remedies available to **BiyaheKo** under this agreement, the TOS or under applicable law, **BiyaheKo** may limit the user's activity, or end the user's listing, warn other users of the user's actions.
 - I. The **User** is in breach of this agreement, the TOS and/or the documents it incorporates by reference,
 - II. **BiyaheKo** is unable to verify or authenticate any information provided by the **User**, or
 - III. **BiyaheKo** believes that the **User's** actions may infringe on any third-party rights or breach any applicable law or otherwise result in any liability for the **User**, other **Users** of the website and/or **BiyaheKo**.
3. **BiyaheKo** may at any time in its sole discretion reinstate suspended **Users**. Once the **User** has been indefinitely suspended, they shall not register or attempt to register with **BiyaheKo** or use the website in any manner whatsoever until such time that the **User** is reinstated by **BiyaheKo** or **Service Provider**.
4. Notwithstanding the foregoing, if the **USER** breaches this agreement, the TOS or the documents it incorporates by reference, **BiyaheKo** reserves the right to recover any amounts due and owing by the **User** to **BiyaheKo** and/or to the service provider and to take strict legal action as **BiyaheKo** deems necessary.

16. FORCE MAJURE

1. The **USER** agrees that there can be exceptional circumstances where the service operators like the airlines, hotels, the respective transportation providers or concerns may be unable to honor the confirmed bookings due to various reasons like climatic conditions, labor unrest, insolvency, business exigencies, government decisions, operational and technical issues, route and flight cancellations etc. If **BiyaheKo** is informed in advance of such situations where dishonor of bookings may happen, it will make its best efforts to provide similar alternative to its customers or refund the booking amount after reasonable service charges, if supported and refunded by that respective service operators. The user agrees

that **BiyaheKo** being an agent for facilitating the booking services shall not be responsible for any such circumstances and the customers have to contact that service provider directly for any further resolutions and refunds.

2. The **User** agrees that in situations due to any technical or other failure In the Company, services committed earlier may not be provided or may involve substantial modification. In such cases, **BiyaheKo** shall refund the entire amount received from the customer for availing such services minus the applicable cancellation, refund or other charges, which shall completely discharge any and all liabilities of **BiyaheKo** against such non-provision of services or deficiencies. Additional liabilities, if any, shall be borne by the User.
3. **BiyaheKo** shall not be liable for delays or inabilities in performance or nonperformance in whole or in part of its obligations due to any causes that are not due to its acts or omissions and are beyond its reasonable control, such as acts of God, fire, strikes, embargo, acts of government, acts of terrorism or other similar causes, problems at airlines, rails, buses, hotels or transporters end. In such event, the user affected will be promptly given notice as the situation permits.
4. Without prejudice to whatever is stated above, the maximum liability on part of the Company arising under any circumstances, in respect of any services offered on the site, shall be limited to the refund of total amount received from the customer for availing the services less any cancellation, refund or others charges, as may be applicable. In no case the liability shall include any loss, damage or additional expense whatsoever beyond the amount charged by **BiyaheKo** for its services.
5. In no event shall **BiyaheKo** and/or its **suppliers** be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Company website(s) or any other channel . Neither shall **BiyaheKo** be responsible for the delay or inability to use the Company websites or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Company website(s), or otherwise arising out of the use of the Company website(s), whether based on contract, tort, negligence, strict liability or otherwise.
6. **BiyaheKo** is not responsible for any errors, omissions or representations on any of its pages or on any links or on any of the linked website pages.

17. VISA OBLIGATIONS OF THE USER

The travel bookings done by **BiyaheKo** are subject to the applicable requirements of Visa which are to be obtained by the individual traveler. **BiyaheKo** is not responsible for any issues, including inability to travel, arising out of such Visa requirements and is also not liable to refund for the untraveled bookings due to any such reason.

18. INDEMNIFICATION

The **USER** agrees to indemnify, defend and hold harmless **BiyaheKo** and/or its affiliates, their websites and their respective lawful successors and assigns from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by **BiyaheKo** and/or its affiliates, partner websites and their respective lawful successors and assigns that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by the User pursuant to this agreement. The user shall be solely and exclusively liable for any breach of any country specific rules and regulations or general code of conduct and Company cannot be held responsible for the same.

19. HEADINGS AND SUBHEADINGS

The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this agreement, terms and conditions, notices, or the right to use this website by the User contained herein or any other section or pages of the Company websites or its partner websites or any provision hereof in any manner whatsoever. In the event that any of the terms, conditions, and notices contained herein conflict with the Additional Terms or other terms and guidelines contained within any particular the **BiyaheKo** website, then these terms shall control.

20. RELATIONSHIP

None of the provisions of any agreement, terms and conditions, notices, or the right to use the website by the User contained herein or any other section or pages of **BiyaheKo** websites or its partner websites, shall be deemed to constitute a partnership between the **User** and **BiyaheKo** and no party shall have any authority to bind or shall be deemed to be the agent of the other in any way

21. NOTICE

All notices required or permitted hereunder shall be in writing and in the English language and shall be sent by internationally recognized courier or by facsimile transmission (with confirming facsimile receipt) addressed to the address of each Party set forth below, or to such other address as such other Party shall have communicated to the other Party in writing. Notice shall be deemed to have been served when received (and in case of a facsimile transmission, provided that a confirming copy is sent to the other Party, in accordance with the non-facsimile notice delivery requirements to:

BIYAHEKO – G I PHILIPPINES CORP.
M1 TOWER 11TH Floor, 141 H.V Dela Costa
Street, Salcedo Village, Makati City - 1227
Telephone Number: (02) 8 249 2998

22. SEVERABILITY

If any provision of this agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to be in full force and effect.

23. UPDATION OF THE INFORMATION BY THE COMPANY

The **User** acknowledges that **BiyaheKo** provides services with reasonable diligence and care. It endeavors its best to ensure that User does not face any inconvenience. However, at some times, the information, software, products, and services included in or available through the Company websites or other sales channels and ad materials may include inaccuracies or typographical errors which will be immediately corrected as soon as **BiyaheKo** notices them. Changes are/may be periodically made/added to the information provided such. **BiyaheKo** may make improvements and/or changes in the **BiyaheKo** websites at any time without any notice to the User. Any advice received except through an authorized representative of GI Philippines Corp via **BiyaheKo** websites should not be relied upon for any decisions.

24. NO WAIVER

Save where this Agreement expressly provides, neither Party shall be deemed to have waived any right, power, privilege or remedy under this Agreement unless such Party shall have delivered to the other Party a written waiver signed by an authorized officer of such waiving Party. No failure or delay on the part of either Party in exercising any right, power, privilege or remedy hereunder shall operate as a waiver, default or acquiescence thereof, nor shall any waiver on the part of either Party of any right, power, privilege or remedy hereunder operate as a waiver of any other right, power, privilege or remedy, nor shall any single or partial exercise of any right, power, privilege or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy hereunder.

25. AMENDMENTS AND MODIFICATIONS

BiyaheKo reserves the right to change the terms, conditions, and notices under which **BiyaheKo** websites are offered, including but not limited to the charges. The **User** is responsible for regularly reviewing these terms and conditions.

26. GOVERNING LAWS AND ARBITRATION:

Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with this Agreement, of the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities thereunder, or as to any act, matter or thing arising out of, consequent to or in connection with this Agreement, shall be settled by the Parties by mutual negotiations and agreement. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Philippine Government Law.

27. JURISDICTION

BiyaheKo hereby expressly disclaims any implied warranties imputed by the laws of any jurisdiction or country other than those where it is operating its offices. **BiyaheKo** considers itself and intends to be subject to the jurisdiction.

28. MISCELLANEOUS

1. This Agreement represent the entire Agreement between the Parties as to the subject matter hereof and supersede all prior understandings between the Parties on the subject-matter hereof.
2. No amendments and/or modifications to this Agreement shall be valid unless executed in writing and signed by authorized persons of the both Parties.
3. Termination of this Agreement of any cause whatsoever shall not release a **User** from any liability which, at the time of termination, has already accrued to the other Party or which may thereafter accrue in respect of any act or omission prior to such termination.
4. Article headings are inserted for convenience of reference only and shall not be deemed to affect the interpretation of this Agreement or of any clause.
5. Each Party shall co-operate with the other and execute and deliver to the other such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, give effect to and confirm their rights and the intended purpose of this Agreement.
6. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, or any other remedy given hereunder or now or hereafter existing at law, in equity, by statute, or otherwise, except as stated to the contrary in this Agreement. The election of any

one or more of such remedies by any of the Parties hereto shall not constitute a waiver by such Party of the right to pursue any other available remedy.

7. The provisions of the following clauses of this Agreement shall survive the termination or expiry hereof:

29. PRIVACY AND SECURITY

The **User** hereby consents, expresses and agrees that they have read and fully understands the Privacy Policy of **BiyaheKo (G I Philippines Corp)** contained in the **BiyaheKo** websites and hereby consents that the terms and contents of such Privacy Policy are acceptable to them.