

Terms

ABS-CBN allows you access to the ABS-CBN.com website (the “Website”). The Website is comprised of various web pages operated by ABS-CBN. This Terms of Use shall be applicable to all web pages operated by ABS-CBN.

The Website is offered to you conditioned on your agreement to the terms and conditions of this Terms of Use. Your use of the Website constitutes your agreement to all such terms, conditions, and any rules of conduct as ABS-CBN may implement.

MODIFICATION OF THE TERMS OF USE

ABS-CBN may amend this Terms of Use at anytime in its sole discretion. Any amendments or modifications to this Terms of Use shall be posted in the Website. It is your duty and responsibility to keep yourself informed of such amendments. Further, your use of the Website after the effective date of any such amendments constitute your agreement to comply and be bound by such amendments, including but not limited to the charges associated with the use of the Website, if any.

LINKS TO THIRD PARTY SITES

Other than the web pages operated by ABS-CBN which are linked to the Website, the Website may contain links to other websites (collectively, the "Linked Sites"). The Linked Sites are not under the control of ABS-CBN and ABS-CBN is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. ABS-CBN is not responsible for webcasting or any other form of transmission received from any Linked Site. ABS-CBN is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by ABS-CBN of the site or any association with its operators.

NO UNLAWFUL OR PROHIBITED USE

You acknowledge that : (i) by using the Website, you will have access to, among others, software, graphics, news, publications, articles, photographs, sound effects, music, animation-style video and text (collectively, the “Content”); (ii) the Content may be provided under license by independent content providers, including content contributions from members of said independent content providers (all such independent content providers shall collectively be referred as the “Content Providers”); and (iii) that ABS-CBN and the Content Providers have rights in their respective Content under copyright and other applicable laws, and that you accept full responsibility and

liability for your use of any Content in violation of any such rights. You agree that you will not use any Content other than in connection with the use of the Website and for its intended purpose only. You agree that ABS-CBN has the right, but not the obligation, to remove any Content at any time for any reason including those it deems to be harmful, offensive, or otherwise in violation of this Terms of Use. You acknowledge that you do not have the right to copy, create, publish, distribute, create derivative works from or use any Content except as expressly permitted under this Terms of Use or by the ABS-CBN. As a condition of your use of the Website, you warrant to ABS-CBN that you will not use the Website, or any of its components, for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not sell or auction any accounts, characters, items or copyrighted material in or from the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Websites.

USE OF COMMUNICATION SERVICES

The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Upload, post, e-mail or otherwise transmit Content that infringes any third party rights, law, regulation or this Agreement;
- Impersonate any person or entity, including, but not limited to, any employee, officer or representative of ABS-CBN, its parent company, affiliates and subsidiaries, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allow such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.

- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

ABS-CBN has no obligation to monitor the Communication Services. However, ABS-CBN reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. ABS-CBN reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

PRIVACY

Any information you provided to Website is used by ABS-CBN for internal purpose only and in connection with the operation of the Website. Except as otherwise expressly permitted by this Terms of Use or the Privacy Statement, or as otherwise authorized by you. However, ABS-CBN does not guarantee the security of any of your private transmissions against unauthorized or unlawful interception or access by third parties. Furthermore, ABS-CBN can (and you authorize us to) disclose any information about you to private entities, law enforcement agencies or government officials, as ABS-CBN, in its sole discretion, believe necessary or appropriate to investigate or resolve possible problems or inquiries, or as otherwise required by law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in ABS-CBN's sole discretion. ABS-CBN does not control or endorse the content, messages or information found in any Communication Service and, therefore, ABS-CBN specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized ABS-CBN spokespersons, and their views do not necessarily reflect those of ABS-CBN, its parent company, subsidiaries, affiliates, their respective directors, officers and employees. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

PARENTAL GUIDANCE

While ABS-CBN may choose to monitor and take action upon inappropriate Content, chat or links to the Website, it is possible that at any time there may be language or other material accessible on or through the Website that may be inappropriate for children or offensive to some users of any age, nationality or culture. ABS-CBN cannot ensure that other users will not provide Content or access to Content that parents or guardians may find inappropriate or that any user may find objectionable. ABS-CBN does not as a matter of policy pre-screen the content of the materials or communications transmitted by each user. It shall be your responsibility to screen and access Content that are appropriate to your age level and further warrants that you have secured the necessary consent and advice from your parents and/or guardian to avail or use.