

Terms and Conditions

Welcome to Top 1000 Premium!

These terms and conditions outline the rules and regulations for the use of BusinessWorld Publishing Corp.'s Website, located at <https://top1000.bworldonline.com/>.

By accessing this website we assume you accept these terms and conditions. Do not continue to use Top 1000 Premium if you do not agree to take all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: "Client", "You" and "Your" refers to you, the person log on this website and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of the Philippines. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

1. Grant of rights; Restrictions on use

1.1 Authorized Users (defined below in Section 2.1) are granted a nonexclusive, non-transferable, limited right to access and use for research purposes the Content made available to you in Top 1000 Premium. The rights granted exclusively to Authorized Users are as follows:

(a) The right to use Content for research purposes, and the right to copy Content into user's analyses, presentations, documents, and other similar forms of work or research material; that includes Printing, and archiving of statistics for internal purposes and a fair use of downloaded statistics;

(b) The right to publish and distribute Content, unless otherwise prohibited by existing applicable intellectual property laws and copyright laws;

(c) For the avoidance of doubt, downloading and storing Content in an archival database is prohibited. The Content are protected by copyright, intellectual property laws, and other laws that prevent unauthorized access and use. If you are not an Authorized User, you are not permitted to access or use the Content requiring a paid subscription for any purpose whatsoever. If you nevertheless access and use the Content requiring a paid subscription without authorization, your access and use will be governed by these General Terms and Conditions and you will be liable to BusinessWorld Publishing Corp. for any breach of the General Terms and Conditions as well as for unauthorized access and payment for use at the rates in the applicable Price Schedule;

(d) The right to Email, fax, download or make printouts using the commands of the Website and the right to create a single printout of Content accessed or downloaded by any other lawful means (collectively, "Authorized Printouts");

1.2 Visitors to Top 1000 Premium websites and subpages are granted a nonexclusive, non-transferable, limited right to access and use for research purposes the Content made available to you. Commercial use for Unregistered Visitors is prohibited.

The rights granted to Visitors are as follows:

(a) The right to use Content for research purposes, and the right to implement Content into analyses, presentations, documents, and other similar forms of work or research material;

(b) The right to display a de minimis amount of the Content on an incidental, infrequent basis for non-commercial purposes, including the display of Content on blogs, social media platforms, and other strictly non-commercial websites, under the condition that published Content are linked directly to Top 1000 Premium's publicly accessible web pages using the provided HTML code in an unaltered, unmodified, and functional state. You may not use or link to Top 1000 Premium any site containing inappropriate, defamatory, infringing, obscene, or unlawful topics, names, material, or information that violates any applicable intellectual property, proprietary, privacy, or publicity rights;

(c) All other forms of commercial use, distribution, or publication are strictly prohibited.

To the extent permitted by applicable copyright law and unless limited or prohibited by separate written agreements signed by both parties, Authorized Users may make copies of Authorized Printouts and distribute Authorized Printouts and copies provided that you retain all copyright and other proprietary notices.

2. Access to services

2.1 The term "Authorized User" refers to an Eligible Person with a paid/purchased account. Only your Authorized employees, temporary employees, students, partners/Visitors, and contractors dedicated to performing work exclusively for you (to the extent those categories of persons are appropriate to your situation) are eligible to access and use the Content ("Eligible Persons").

Without limitation, the Authorized User's external professional service providers such as solicitor, accountants, outsourcers, public relations firms, and any other professional advisors are specifically excluded from being Eligible Persons. You agree that Top 1000 Premium login information, including username and password, may only be used by the Authorized User to whom the Website assigns it and that Top 1000 Premium login information may not be shared with or used by any other person, including other Authorized Users. You will be responsible for controlling and managing your roster of Authorized Users and will promptly notify BusinessWorld Publishing Corp. to deactivate an Authorized User's Top 1000 Premium login information if the Authorized User is no longer an Eligible Person or you otherwise wish to deactivate or terminate the Authorized User's access to the website's Content.

You are responsible for all use of the Content accessed with Top 1000 Premium login information issued to your Authorized Users, including associated charges, whether by Authorized Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Top 1000 Premium login information assigned to your Authorized Users and will promptly notify BusinessWorld Publishing Corp., in writing, if you suspect that Top 1000 Premium login information is lost, stolen, compromised, or misused.

2.2 Use of the Website via mechanical, robotic, scripted or any other automated means is strictly prohibited. In the absence of any prior written agreement by BusinessWorld Publishing

Corp., use of the Content is permitted only via manually conducted, discrete, individual search and retrieval activities.

2.3 BusinessWorld Publishing Corp. may amend enhance, add to, withdraw, or otherwise change Website, Content, and feature functionality within the Website without notice at any time in any way to Authorized Users. Such modifications shall be effective immediately. Please review the General Terms and Conditions whenever accessing, linking to, or using this site. Your access, link to, or use of the Website after the posting of modifications to the General Terms and Conditions will constitute your acceptance of the General Terms and Conditions as modified.

2.4 Authorized Users and Visitors are required to provide truthful and accurate information during registration, including, but not limited to, correct shipping and payment information, correct contact information (e-mail, telephone, etc.), confirmation of payment arrangements, confirmation of status (e.g. student status), confirmation of the Authorized User or Visitor's acceptance of our Cancellation Policies, and confirmation of agreement to these Terms and Conditions.

2.5 Authorized Users are required to notify BusinessWorld Publishing Corp. of any relevant changes made to the information contained in section 2.4.

3. Limited warranty

3.1 BusinessWorld Publishing Corp. represents and warrants that it has the right and authority to make the Website and Content available to Visitors and Authorized Users as Authorized expressly by this Subscription Agreement.

3.2 YOU AGREE THAT YOUR USE OF THE CONTENT IS AT YOUR SOLE RISK AND YOU ACKNOWLEDGE THAT, EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE CONTENT AND CONTENT ARE PROVIDED "AS IS", AND "AS AVAILABLE" AND THAT BUSINESSWORLD PUBLISHING CORP. AND EACH THIRD PARTY SUPPLIER OF CONTENT MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT AND CONTENT, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

4. Cookies

4.1 We employ the use of cookies. By accessing Top 1000 Premium, you agreed to use cookies in agreement with the BusinessWorld Publishing Corp.'s Privacy Policy.

4.2 Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

5. License

5.1 Unless otherwise stated, BusinessWorld Publishing Corp. and/or its licensors own the intellectual property rights for all material on Top 1000 Premium. All intellectual property rights are reserved. You may access this from Top 1000 Premium for your own personal use subjected to restrictions set in these terms and conditions.

5.2 You must not:

- Republish material from Top 1000 Premium
- Sell, rent or sub-license material from Top 1000 Premium
- Reproduce, duplicate or copy material from Top 1000 Premium
- Redistribute content from Top 1000 Premium

5.3 This Agreement shall begin on the date hereof.

6. Hyperlinking to our Content

6.1 The following organizations may link to our Website without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
- System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

6.2 These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

6.3 We may consider and approve other link requests from the following types of organizations:

- commonly-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;
- internet portals;
- accounting, law and consulting firms; and
- educational institutions and trade associations.

6.4 We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of BusinessWorld Publishing Corp.; and (d) the link is in the context of general resource information.

6.5 These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

6.6 If you are one of the organizations listed in paragraph 6.3 above and are interested in linking to our website, you must inform us by sending an e-mail to BusinessWorld Publishing Corp.. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 1-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No use of BusinessWorld Publishing Corp.'s logo or other artwork will be allowed for linking absent a trademark license agreement.

7. Content Liability

We shall not be held responsible for any content that appears on your Website. You agree to protect and defend us against all claims that are rising on your Website. No link(s) should appear on any Website that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

8. Your Privacy

Please read Privacy Policy

9. Reservation of Rights

We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

10. Removal of links from our website

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us any moment. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.

We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

11. Disclaimer

11.1 To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

11.2 The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

11.3 As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

12. Cancellation policy

12.1 Unless services are cancelled as set out in Section 12.1 or by notice six (6) weeks prior to the end of a subscription, your subscription will be extended automatically. Cancellations must be submitted in a signed writing in letter, fax, or e-mail form and sent to BusinessWorld Publishing Corp. No additional written statements to justify cancellation are necessary.

12.2 Any additional information on, or exceptions to, this Cancellation Policy will be stated in the product flyers located on the Website.

13. Miscellaneous

13.1 These General Terms and Conditions may be amended or replaced by BusinessWorld Publishing Corp. from time to time as described herein or by written agreement at the discretion of BusinessWorld Publishing Corp. Charges and payment terms may be changed in accordance with the terms of your Price Schedule; all other provisions set out in the General Terms and Conditions may be amended in BusinessWorld Publishing Corp.'s sole discretion and effective immediately upon notice to you, if applicable, or if any changes are made to this Subscription Agreement, such changes will:

(a) only be applied prospectively; and

(b) not be specifically directed against Visitors, you or your Authorized Users but will apply to all similarly situated BusinessWorld Publishing Corp. customers using the Content. This Subscription Agreement may not be supplemented, modified or otherwise revised by any Authorized Users or Visitors in the absence of a signed writing duly executed by Authorized representatives of both parties. Furthermore, this Subscription Agreement may not be supplemented, modified or otherwise revised by Authorized Users or Visitors by Email exchange even if the Email contains a printed name or signature line bearing signature-like font. Any terms and conditions proposed by you which are in addition to or

which conflict with the General Terms and Conditions are expressly rejected by BusinessWorld Publishing Corp. and shall have no force or effect. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of Authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

13.2 Upon the breach of this Subscription Agreement by an Authorized User or Member, BusinessWorld Publishing Corp. may temporarily suspend or discontinue providing access to the Content to the breaching party without notice, in addition to pursuing any other legal remedies available to BusinessWorld Publishing Corp.

13.3 All notices and other communications hereunder shall be in writing or displayed electronically in any manner by BusinessWorld Publishing Corp.. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; or on the date received, if delivered in any other manner.

13.4 The failure of an Authorized User, Visitor, or BusinessWorld Publishing Corp., to exercise or enforce any provision hereof shall not constitute or be construed as a waiver of any such right or provision of the right to enforce it at a later time.

13.5 BusinessWorld Publishing Corp.'s ability to provide Content is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions. You acknowledge that BusinessWorld Publishing Corp. will perform a due diligence review of your account upon registration and that the due diligence review will be heightened if you desire to access sensitive, nonpublic information about individuals. You also acknowledge that BusinessWorld Publishing Corp. will perform periodic reviews of you and your Authorized Users' use of Content subject to Data Laws in order to comply with Data Laws and license restrictions, and that the review may include asking you or your Authorized Users to verify that use of Regulated Data was for a permissible purpose. You and your Authorized Users will cooperate fully with BusinessWorld Publishing Corp. in any such due diligence or regulatory review and will promptly produce all relevant records and documentation reasonably requested by BusinessWorld Publishing Corp.

All reviews will be at BusinessWorld Publishing Corp.'s expense. If there is any failure to cooperate fully with BusinessWorld Publishing Corp., or if any review reveals the lack of a permissible purpose to access Regulated Data, BusinessWorld Publishing Corp. may deny access to the Content or to Regulated Data. BusinessWorld Publishing Corp. will be under no obligation to reduce the fees payable by you to the extent that it is unable to provide Regulated Data to you based solely on your non-cooperation.

13.6 If you, any of your Authorized Users, Visitors, or any person you or your Authorized Users permit to use the Content or who gains access through an Authorized User's or Visitor's failure to properly secure his or her Top 1000 Premium login credentials or computer (a "User") should access or use Regulated Data in an unauthorized manner (a "Security Event"), then the following provisions will apply:

(a) if required by applicable law, you will notify the individuals whose information has potentially been accessed or used that a Security Event has occurred;

(b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law;

(c) the notification will not reference BusinessWorld Publishing Corp. or the product through which the Regulated Data was provided, nor will BusinessWorld Publishing

Corp. be otherwise identified or referenced in connection with the Security Event, without the express prior written consent of BusinessWorld Publishing Corp.;

(d) you will be solely liable for all claims that may arise from a Security Event caused by you, Visitors, your Authorized Users or a User and you will indemnify BusinessWorld Publishing Corp. in full for any third party claims directed against BusinessWorld Publishing Corp. that arise from the Security Event; and

(e) all notifications and indemnity claims related to the Security Event will be solely at your expense.

13.7 This Subscription Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Subscription Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Subscription Agreement.

13.8 This Subscription Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter.

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