

## **TERMS AND CONDITIONS**

These Terms and Conditions govern the use of our digital platform. By using and accessing our digital platform, the user/member agrees and accepts these Terms and Conditions. Should you have questions and concerns, you may contact us via email: [kasagana.mba@gmail.com](mailto:kasagana.mba@gmail.com) or Tel/Fax: (63-2) 8990-7915 / 7799-5518\_\_\_\_\_.

### **ACCESS**

In gaining access to our digital platform, the user/member is responsible for maintaining confidentiality of all details provided for in their registration, including their passwords. The user/member accepts full responsibility and liability for any activity under their account and shall take necessary steps to ensure that their password is kept confidential. In the event that their account shall be compromised, the user/member must immediately inform us to prevent any unauthorized access to their account.

We do not warrant that the use of our digital platform and/or access to any material downloaded thereto will not cause loss or damage to any property, including but not limited to loss of data, computer virus infection and/or spyware. We shall not be liable for any loss of content or material uploaded or transmitted through our platform. To the extent permitted by law, we exclude any warranties, undertakings and/or representations that the content, materials, accuracy, availability or completeness of the information and content of our digital platform or any part thereof are available for use in any jurisdiction.

We are also not liable for the loss or damage for any changes made by unauthorized third parties.

We cannot guarantee an uninterrupted access to our digital platform at all times. From time to time, we may suspend access to the digital platform for repair and/or maintenance.

### **NO ADVICE**

This digital platform does not provide any personal and/or financial advice of any kind. The products and services provided do not take into consideration the user/member's personal financial or insurance position. Hence, the user/member is advised to always obtain an independent advice before purchasing or applying for any products or services provided in this digital platform.

### **THIRD PARTY TOOLS AND LINKS**

The user/member may be linked to other third-party tools and links provided by third-party service providers. These tools and links are housed in third-party servers or sites which are independent from our servers. The user/member will leave our digital platform and servers once these third-party servers and sites will be accessed. Therefore, access to such servers or sites are subject to their own terms and conditions and we shall not be held liable and/or responsible for the content and accuracy of such servers or sites. Concerns regarding any such third-party servers or sites should be directed to the particular service or resource.

## **PRODUCT PURCHASE**

The use of our digital platform is only available to our members. The application and purchase of our products and services must be done within the Philippines. The applicant must be a Filipino citizen or a foreigner who is currently a legal resident of the Philippines, between the age of 18-59. The member may opt to cover themselves and/or their spouse, and children.

Any request to purchase a product or service represents the member's offer which we may accept or reject depending on such terms and conditions of such product or service. The user/member must ensure that all the details and information provided are correct and that there are sufficient funds to cover the cost of the product or service purchased.

All requests or applications for a specific product or service shall comply with our approval criteria and are governed by the terms and conditions that apply to the specific product or service requested. Kindly refer to each product or service policy details for more information.

The terms and conditions and the precise cover period of the product or service purchased shall be indicated in the membership certificate that we shall issue to the user/member upon acceptance of their request or application. Likewise, the terms and conditions of a product or service purchased shall be covered by the terms and conditions specific to the product or service purchased.

We are not liable for the withdrawal of a product or service or for the rejection of the user/member's application for a product or service which has not passed our approval criteria.

## **TRANSACTIONS**

The user/member's confirmation via electronic means or their confirmation of payment signifies the user/member's acceptance of the terms and conditions of any product or service purchased.

The user/member shall inform us immediately of any changes to their registered mobile number and/or other details needed for us to contact them. The user/member shall be responsible in ensuring that the mobile number or email address that they have provided shall remain active during the duration of their use of our digital platform. We shall not be held liable for any communications or emails sent to a user/member's inactive mobile number or email account.

We shall not be liable for any failure to transmit any instruction or communication coming from the user/member due to electronic, telecommunication, system and/or software failure. To the extent permitted by law, we may refuse to process a transaction at any time and for any reason.

## **PURCHASING INSURANCE POLICIES**

User/member may purchase the following products or services through the digital platform:

a. Basic Life Insurance Plan

Once we have assessed, processed, and accepted the application or request, we shall provide the approved member a membership certificate that includes the membership number and recognition date. Our new and existing members may access their membership certificate in their "plans" tab found in our digital platform.

The user/member, through their request or application, makes an electronic offer via the digital platform and we shall electronically communicate our acceptance via the same platform. We may process all completed applications without further consent from or reference to the user/member. We may also treat all electronic instructions transmitted from the user/member's account/email as authentic and we shall be under no obligation to verify authenticity, authority and/or accuracy of such instructions.

## **PAYMENTS**

Payments may be made via our digital platform or through the agent. In order to secure the user/member's payment via our digital platform, we may use third-party providers to process the user/member's payment. We shall not be held liable if the mode of payment used by the user/member shall be declined by the said third-party provider.

Once payment has been completed by the user/member, we shall immediately acknowledge receipt of the same. Should we need to verify such payment through our third-party providers, we will inform the user/member of the pending status of the said payment. In such case, the user/member may still cancel the payment and we shall reimburse the said payment in full. The payment shall be deemed as completed upon the user/member's receipt of the notice that payment has been accepted/completed.

Payment history and summary of payments shall be available on our digital platform in the "Plans" tab.

## **OWNERSHIP**

This digital platform is owned by Kasagana-ka Mutual Benefit Association Inc (KMBA). All policies available for purchase is underwritten by KMBA, an insurance company licensed to KMBA.

We own all copyrights, design, graphics, and other intellectual property rights in our digital platform unless stated otherwise. All images, logos, names, and trademarks are proprietary marks of KMBA.

Anyone gaining access to our digital platform may not modify, disassemble or otherwise create derivative works from any material found in our digital platform. We have the right to file the necessary legal action in order to protect our interests.

## **USE AND PROCESSING OF PERSONAL INFORMATION**

By accessing our digital platform, the user/member consents to the processing of their personal information in accordance with our Security and Privacy Statement.

We are committed to protect and respect the user/member's privacy in accordance with Republic Act 10173<sup>1</sup>, its Implementing Rules and Regulations (IRR) and all other relevant laws and regulations. Our Security and Privacy Statement may be accessed [here](#).

The following are the personal data that we may collect and/or process:

- a. Name
- b. Birthdate
- c. Age

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<sup>1</sup> Data Privacy Act of 2012

- d. Gender
- e. Nationality
- f. Contact Information such as home, office or mailing address, email address, telephone number and mobile number
- g. Specimen Signatures
- h. Government ID details
- i. Occupation
- j. Financial Information
- k. Health Information
- l. Payment details
- m. All other information provided to us through our digital platform

We may collect these information through you or your family members, through your authorized representative, through information generated from the use of our digital platform, third-party servers, cookies, location service and IP addresses, and other sources or organizations to assist in prevention and detection of crimes, police and law enforcement agencies.

The user/member's personal information shall be used to process their transactions in our digital platform. It shall also be used in compliance with domestic and/or foreign laws and regulations, and policies and procedures without our company. The same shall also be used for any data analytics, profiling and research to be used mainly to improve customer experience, and determine business strategies. Finally, the same shall be used to help us in risk management, identity verification, and/or fraud protection.

The personal information shared by the user/member shall be shared within the company, financial/health partners, third-party servers and sites, and, if necessary, financial crime prevention agency, and other government bodies.

The user/member, as the owner of the personal information, shall be informed of the processing of their personal data. They may also object to the processing and sharing of their information. They may also request for a copy of all the information that we have collected for purpose of reviewing, modifying, or deletion when requested. As the owner of the personal information, the user/member may also suspend, withdraw or order the removal, destruction and blocking of their information in our system. They shall be indemnified for any damages sustained should there be an inaccurate, incomplete, outdated, false, unlawful or unauthorized collection and use of their information.

We shall take all reasonable steps to ensure that the user/member's identity shall first be verified before any of the above actions shall be taken.

The information provided by the user/member shall be retained during the course of the transaction and five years after the end of each user/member relationship. We shall retain the information should the law require for a longer period of retention. After the said period, all information shall be destroyed in accordance with the requirements of law.

## **RESTRICTION OF USE**

The digital platform may only be used for legitimate purposes, such as obtaining insurance quotes, information relating to our products and services, and access to products and services for purchase. Anyone obtaining access to our digital platform shall be responsible for all electronic communications and/or correspondences sent from their device.

We have the right to take the necessary legal action for obtaining access to our digital platform with the intent to damage, corrupt, interrupt or impair our services.

All communications and correspondences coming from the user/member's account and registered email address shall be presumed as valid, genuine, and authentic statements from the user/member. The user/member cannot hold us liable for any loss, damage, or liability that may result from our action following the instructions contained in communications and correspondences sent via the user/member's account and registered email address.

Anyone obtaining access to our digital platform agrees to these Terms and Conditions. S/he agrees to indemnify us for any liability incurred by us for any damage or expense suffered as a result or consequence of the breach of these Terms and Conditions.

## **AMENDMENTS**

These Terms and Conditions may be updated and/or amended from time to time without need of notice. The user/member agrees that the posting of any updates or amendments in the digital platform shall be construed as notice of such changes.

Anyone obtaining access accepts these terms and conditions by proceeding to use and/or transact with our digital platform.

If any of the terms and conditions found herein would be deemed unlawful, void, or unenforceable, the particular provision shall be deemed deleted and will not affect the validity and enforceability of the rest of the provisions.

## **LAW AND JURISDICTION**

The use of this digital platform shall be governed by and construed in accordance with the laws of the Philippines. Any and all disputes shall be subject to the exclusive jurisdiction of the courts of \_\_\_\_\_ only.

## **INDEMNITY AND WAIVER**

Anyone obtaining access to our digital platform and our services agrees to indemnify us for any breach of these Terms and Conditions and we shall take the necessary legal actions against any violator.

We, including all of our officers, directors, and employees, shall not be held liable for any economic, data, and/or profit losses suffered or incurred arising out or in connection with the use or access of our digital platform.

## **ACKNOWLEDGMENT**

By using and accessing our digital platform, the user/member acknowledges and accepts that these Terms and Conditions. We have no obligation to specifically notify the user/members of any variation or amendment to these Terms and Conditions.