

TERMS AND CONDITIONS

Please read the Terms and Conditions set out below before ordering or purchasing any items from this App. By ordering or purchasing any items from this App, you agree to be bound by these Terms and Conditions.

If you do not agree with the Terms and Conditions of Lopue's, please do not use or access the App. Your access or use of the App implies your acceptance of the Terms and Conditions set forth herein. Lopue's reserves the right to amend, change, add or modify the Terms and Conditions without prior notice to you.

I. About Lopue's

A. Lopue's San Sebastian Corp. (hereinafter referred to as "Lopue's") is a corporation organized and existing under the laws of the Republic of the Philippines, with address at Lopue's San Sebastian Building, San Sebastian St., Bacolod City, 6100, Negros Occidental.

B. Lopue's MySuki is an online delivery service that enables consumers to purchase items and have these items delivered to their doorstep.

II. General

A. Lopue's services shall include receiving through its App purchases or orders for delivery from customers and promptly dispatching a Personal Shopper to pick up and transact the ordered items for delivery to you.

B. As part of the registration process on the App, Lopue's may collect the following personally identifiable information about you: Name - including first and last name, e-mail address, mobile phone number and other contact details. Information collected about you is subject to the Privacy Policy of Lopue's, which is attached in this Terms and Conditions and is made an integral part hereof.

III. Ordering

A. Please note that some of featured items or goods on the App may be suitable for certain age ranges only. You should check that the product you are ordering is suitable for the intended recipient.

B. Lopue's will take reasonable care to keep the details of your order and facilitate safe payment schemes. Lopue's cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the App.

C. Any order that you place with us is subject to product availability, delivery capacity and acceptance by us. When you place your order, Lopue's will send you a notification to confirm that Lopue's has received it. The automatic confirmation is an acknowledgment of Lopue's receipt of your order, which will be processed for ordering. You must inform us immediately if any details are incorrect. The fact that you receive an automatic confirmation does not necessarily mean that Lopue's will be able to fill your order.

D. If the ordered items or goods are available, Lopue's will accept the order placement and confirm it. Once the details of the order are verified, you will receive a notification, which will serve as order placement confirmation.

E. The confirmation message will contain a list of the items or goods ordered with the total price and the estimated delivery time of arrival to your designated place.

F. If the items or goods ordered are not available or if Lopue's is unable to render the delivery service, Lopue's will let you know by sending you a text message (SMS) or giving you a phone call.

IV. Prices and Availability of Items

A. The information contained on the App regarding prices, specifications, and availability of the items/products listed on the App is provided by Lopue's. Prices are inclusive of the relevant sales tax and other fees.

B. Lopue's reserves the right to modify the items available for sale on the App or stop listing items.

C. Prices, specifications and availability of products and/or items may differ and are subject to changes, especially when you select a delivery or pickup date that is different from the date on which you place your order.

D. Lopue's observes best efforts to ensure accuracy in posting pricing information, without giving full guarantee those discrepancies will not occur. While Lopue's exercises diligence to confirm the accuracy of the price information contained on the App, it shall not be liable for any mistake or price inconsistency. Should you become aware that the App contains inaccurate information, please let us know by contacting us.

V. Payment

A. Any transaction for the purchase of items or goods from this App is between you and the Lopue's. You agree to exercise due care when providing us with your details and warrant that these details are accurate and complete at the time of ordering.

B. The total price for items or goods, including delivery charges and other charges, will be displayed on the App when you place your order. Full payment must be made for all items or goods dispatched either in cash or thru the use of credit payment facility transaction. If you choose Cash on Delivery ("COD"), Lopue's shall pick up and deliver the purchased items to you and collect the money for the order upon delivery; or If you choose to pay via bank transfer, Lopue's shall accept the payment once it has verified the receipt of funds, then in turn prepare the items for delivery to you.

VI. Delivery

A. Estimated delivery time made in the course of ordering items or goods is a mere approximation which may still vary depending on the flow of road traffic. Items or goods will be delivered to the address designated by you at the time of placing your orders.

B. In case items are not delivered within the estimated delivery time set by us, you may contact us by telephone or e-mail. Lopue's engages itself to ensure that you receive your order in a timely manner.

C. If you fail to accept delivery of items or goods despite timely delivery by Lopue's, or Lopue's was unable to deliver at the nominated time due to your failure to provide appropriate instructions,

or authorizations, then such items or goods shall be deemed to have been delivered to you and all risk and responsibility in relation to such items or goods shall be borne by you. Any storage, insurance and other costs, which Lopue's incurs as a result of your refusal to accept items or goods without valid and reasonable cause, shall be your responsibility and you shall indemnify Lopue's in full for such cost.

D. Lopue's shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery when the cause of being late is solely attributable to your fault and negligence. This includes but is not limited to your failure in giving proper instructions and directions, or failure to assign a person to receive the items or goods when you cannot personally receive them when delivered.

VII. Return and Refund Policy

- A. In case of a late delivery, the delivery charge will neither be voided nor refunded by Lopue's.
- B. Only non-perishable items or goods may be returned to Lopue's, subject to its return policies.
- C. No returns or refunds are permitted after the items or goods have been accepted by you or your representative when delivered.

VIII. Cancellation

- A. Lopue's may cancel a transaction if the product is not available for any reason. You will be notified of this circumstance and any payment already made will be refunded to you.
- B. Lopue's reserves the right to cancel any order(s) due to the following:
 - 1. When there is reasonable ground to believe that a customer has undertaken a fraudulent or suspicious transaction;
 - 2. When a customer has undertaken a transaction which is not in accordance with the provisions of these Terms and Conditions; or
 - 3. When Lopue's cannot perform the delivery service for any reasons outside its control, which include but are not limited to related logistical difficulties, force majeure and other unforeseen events.
- C. Lopue's reserves the right to deny access to non-compliant users or and/or cancel their orders already placed at any time, with due notice.

IX. Representations and Warranties

A. Lopue's does not make any representation or warranties in respect of the availability of the items or goods on the App nor does Lopue's expressly or impliedly support or endorse the sale or purchase of any items or goods on the App. Lopue's accepts no liability for any errors or omissions, whether on behalf of itself or third parties.

B. Lopue's exercises best efforts to display available items or goods, including accurate appearance in terms of color, size, shape and description. However, Lopue's shall not be liable for

any inconsistency with appearance or inaccuracy with claim of color, which involves trademark ownership.

C. You acknowledge and agree that Lopue's shall act as your agent for retrieval and delivery of items or goods purchased on the App, and that Lopue's has no relationship with you other than to provide such retrieval and delivery service. Lopue's does not have any control over the quality, failure to provide or any other aspect whatsoever of the items or goods and is not responsible for damages or delays as a result of products which are out of stock, unavailable or back ordered.

X. Information and Privacy Policy

A. You authorize Lopue's to use, store or otherwise process your personal information in order to provide the delivery service to you and for marketing and credit control purposes, which may entail the disclosure of your personal information to selected third parties from time to time where Lopue's believes that the services offered by such third parties may be of interest to you or where this is required by law or in order to provide the delivery service. A detailed account of this information can be found in Lopue's Privacy Policy.

B. You are entitled to request a copy of the personal information Lopue's holds on you. Please contact us if you wish to request this information.

XI. Limitation of Liability

A. Lopue's exercises diligence in keeping all information on the App accurate. Lopue's cannot warrant that use of the App will be error free or fit for all purposes, or the App or the server that makes it available are free of viruses or bugs but ensures maintenance of the App for its continuous functionality.

B. By accepting these terms of use you agree to relieve us from any liability whatsoever arising from your use of information from any third party, or your use of any third party App, or your purchase of any items or goods.

C. Lopue's disclaims any and all liability to you for the delivery of items or goods to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If Lopue's is found liable for any loss or damage to you such liability is limited to the amount you have paid for the relevant items or goods. Lopue's cannot accept any liability for any loss, damage or expense, including any direct or indirect loss such as loss of profits to you, howsoever arising.

D. Lopue's does not accept any liability for any delays, failures, errors or omissions or loss of transmitted information, viruses or other contamination or destructive properties transmitted to you or your computer system due to usage of the App.

E. Lopue's shall not be held liable for any failure or delay in performing services or delivering goods where such failure arises as a result of any act or omission, which is outside our reasonable control such as all overwhelming and unforeseen events caused directly and exclusively by force majeure that can be neither anticipated, nor controlled, nor prevented by the exercise of prudence, diligence, and care, including but not limited to: war, riot, civil commotion; compliance with any law or governmental order, rule, regulation or direction and acts of third parties.

F. If Lopue's has agreed to provide identical or similar orders to more than one customer and is prevented from fully meeting its obligations to you by reason of an event of force majeure, Lopue's may decide at its sole discretion which orders Lopue's will fill and determine its extent.

G. The items or goods sold by Lopue's are provided for local domestic and consumer use only. Accordingly, Lopue's does not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the App or for any items or goods delivered by Lopue's.

H. Lopue's observes diligence to prevent Internet fraud and secures any data collected from you. Lopue's cannot be held liable in the event of a breach in security computer servers or those of third parties.

I. Offers are subject to Lopue's full discretion and may be withdrawn at any time without notice.

XII. Miscellaneous Provisions

A. These Terms and Conditions and this User Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. The parties hereto submit to the exclusive jurisdiction of the courts of Bacolod City, Philippines.

B. This User Agreement is effective unless and until terminated by either you or Lopue's. You may terminate this User Agreement at any time, provided that you discontinue any further use of the App. Lopue's may terminate this User Agreement at any time and may do so immediately without notice, and accordingly deny your access to the App.

C. Such termination will be without any liability to Lopue's. Lopue's right to be indemnified pursuant to the terms hereof, shall survive any termination of this User Agreement. Any such termination of the User Agreement shall not cancel your obligation to pay for items or goods already ordered from the App or affect any liability that may have arisen under the User Agreement prior to the date of termination.

D. Lopue's may subcontract any part or parts of the Services it provides to you at any time. Lopue's may assign or novate any part or parts of its rights under these Terms and Conditions without your consent.

E. Lopue's may alter or vary the Terms and Conditions at any time without giving notice to you.

F. Payment must be made either at the time of ordering the items or goods from us by bank transfer or at the time of delivery by cash. Failure to pay on time will result in the cancellation of your order.

G. Initiating any automated system or program in connection with our App or its online ordering functionality is not allowed.

H. Collecting any personally identifiable information from the App, including the use of communication systems provided by the App for any commercial solicitation purposes are not allowed. Distribution or publication of vouchers or codes, solicitation for any reason whatsoever to any users of the App, and hacking or scraping the App, are prohibited acts which will be dealt accordingly.

I. The Terms and Conditions and User Agreement together with the Privacy Policy, any order form and payment instructions constitute the entire agreement between you and Lopue's. In the

event of any conflict between these Terms and Conditions and any other term or provision on the App, these Terms and Conditions shall prevail.

J. If any of the Term and Conditions shall be deemed invalid, illegal or unenforceable, such term or condition shall be deemed not written and the remainder shall continue in force without such term or condition.

K. No delay or failure on our part to enforce our rights or remedies under these Terms and Conditions and User Agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.

XIII. Contact Us

A. For further comments, suggestions and feedback, you may send it to Lopue's e-mail at: info@lopues.com

B. Lopue's takes complaints very seriously and aims to respond to your complaints within 5 business days. Any complaints or concerns pertaining to the App, including those pertaining to breach of the Terms of Use or and other polices should be addressed to our e-mail address: info@lopues.com

