#### **Terms and Conditions**

These Terms and Conditions govern the access to, and use of, our website, including the services made available through it. By accessing and using our website, you indicate that you have understood these Terms and Conditions and agree to be bound by them.

We may modify these Terms and Conditions from time to time, without prior notice. By continuing to access and use our website after the modification, you indicate your agreement to the modified terms and conditions.

Only persons who are at least 18 years old may make transactions on our website. If you are a minor, seek the assistance and supervision of your parent or legal guardian when accessing or using our website.

You may be required to provide certain information about yourself. You warrant that all information that you will provide are true, accurate, complete, and up-to-date. You may be held liable to Cordlife and third parties for all claims, costs, expenses, damages, and losses arising from our reliance on any of the information that you provided.

#### Payment

Your payment is inclusive of VAT as set out in the Schedule of Fees as incorporated in the Service Agreement.

When you make your payment, you agree that Cordlife and/or its Payment Processor, BDO and AsiaPay, may communicate with you electronically any important information regarding your payment.

Please review the payment details before making your payment.

If you pay by credit or debit card, BDO and/or AsiaPay may obtain a pre-approval from the issuer of the card for an amount, which may be as high as the full price of your payment. Your card will be charged at the time you initiate a payment, or shortly thereafter. If you cancel a transaction before completion, this pre-approval may result in those funds not otherwise being immediately available to you.

If your transaction results in an overdraft or other fee from your bank, you alone are responsible for that fee.

If you believe that an unauthorized transaction has taken place under your account, you agree to notify Cordlife and/or BDO or AsiaPay immediately, so that we may take action to prevent financial loss. Unless you submit the claim to Cordlife and/or BDO or AsiaPay within 60 days after the charge, you will have waived, to the fullest extent permitted by law, all claims against Cordlife and/or BDO or AsiaPay arising out of or otherwise related to the transaction.

All payments are processed through BDO and AsiaPay and Cordlife does not have access to your credit card details through the said payment processor.

## Cancellation

If you have made a mistake in making your payment, you may contact Cordlife Customer Service at telephone number 02-8470-1735 or 02-8332-1888 or email address customercare@ph.cordlife.com to modify or cancel the same.

## Refund

You may request for a refund of your payment by sending to us an email at customercare@ph.cordlife.com. Refund is subject to the provisions of the Service Agreement.

## **Intellectual Property Rights**

All intellectual property and content available in our website, including but not limited to, software designs, brand names, logos, marks, images, graphics, and text, are exclusively owned by Cordlife or by third parties that gave their permission for their use in our website. You are prohibited from downloading, storing, using, distributing, copying, reproducing, selling, licensing, modifying, publishing, adapting, editing, creating any derivative works, or manipulating the abovementioned intellectual property and content, without our express and prior written consent.

## **Limitation of Liability**

We do not warrant that our website will be available at all times or that the information in it are error-free, accurate, and updated.

To the fullest extent allowed by law, we disclaim all liabilities for losses and damages of any kind arising from, or connected to, your use or failure to use our website (or your availing of any of the services available in our website.)

## Indemnity

You agree to indemnify and hold harmless Cordlife and its directors, officers, employees, and agents from or against any and all losses, claims, liabilities, expenses, and damages arising from or related to your use of our website or your violation of any of these Terms and Conditions.

## **Non-Waiver of Remedies**

No failure or delay on our part to exercise any right or remedy under these Terms and Conditions shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy available under these Terms and Conditions or the law.

# Severability

If any of these Terms and Conditions is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid, illegal or unenforceable provision shall be restated to reflect the original intentions under these Terms and Conditions as nearly as possible in accordance with applicable laws.

#### **Governing Law**

These Terms and Conditions are governed by Philippine law. All suits arising from these Terms and Conditions, including all complaints shall be brought before the proper courts of Quezon City to the exclusion of all other venues.