



# BATANGAS II ELECTRIC COOPERATIVE, INC.

ANTIPOLO DEL NORTE, LIPA CITY, BATANGAS

(043) 756 – 6337 / 756 – 1424

corporate@batelec2.ph



## TERMS AND CONDITIONS

December 16, 2024

### I. Acceptance of Terms

By accessing or using the Batangas II Electric Cooperative, Inc. ("BATELEC II") website (the "Website"), you signify your agreement to comply with and be legally bound by these Terms and Conditions (the "Terms"). If you do not agree to these Terms, you are prohibited from using the Website.

### II. Modifications to Terms

BATELEC II reserves the right to amend, revise, or update these Terms at any time, at its sole discretion, and without prior notice. Your continued use of the Website following any modifications constitutes your acceptance of the updated Terms.

### III. Permissible Use

You agree to use the Website solely for lawful purposes and in a manner consistent with these Terms. You expressly agree that you shall not:

- a. Utilize the Website in a manner that could disrupt, damage, or impair its functionality.
- b. Attempt to gain unauthorized access to any portion of the Website, its systems, or networks.
- c. Upload, transmit, or distribute malicious software, including but not limited to viruses or spyware, through the Website.

### IV. Ownership of Intellectual Property

All materials on the Website, including but not limited to text, graphics, logos, images, software, and other content, are the exclusive property of BATELEC II or its licensors, unless otherwise indicated. Certain graphics, logos, and images may be sourced from creators under free licenses. Such materials are used in compliance with their respective licenses and remain the property of their original creators. Unauthorized copying, modification, reproduction, or distribution of any content is strictly prohibited and may result in legal action.

### V. Accuracy of Information

BATELEC II endeavors to ensure the accuracy and reliability of the information provided on the Website. However, BATELEC II makes no warranties or representations regarding the completeness, accuracy, or timeliness of such information. Users are encouraged to verify information independently before relying on it.

## **VI. Third-Party Links**

The Website may include hyperlinks to third-party websites for informational purposes. BATELEC II does not endorse, control, or assume responsibility for the content, practices, or policies of any linked third-party websites. Accessing such sites is at your own risk.

## **VII. User Obligations**

You hereby agree to:

- a. Provide truthful and accurate information when interacting with the Website.
- b. Comply with all applicable laws, rules, and regulations in connection with your use of the Website.
- c. Abstain from activities that could harm the reputation, operations, or infrastructure of BATELEC II.

## **VIII. Privacy Policy**

Your use of the Website is also governed by BATELEC II's Privacy Policy, which details the collection, use, and protection of personal information. You are encouraged to review the Privacy Policy for a comprehensive understanding of how your data is handled.

## **IX. Limitation of Liability**

To the fullest extent permitted by law, BATELEC II, including its officers, directors, employees, and affiliates, shall not be held liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or related to your use of the Website, even if advised of the possibility of such damage.

## **X. Indemnification**

You agree to indemnify, defend, and hold harmless BATELEC II, its officers, directors, employees, agents, and affiliates from any claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising from your use of the Website or breach of these Terms.

## **XI. Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts located in Batangas, Philippines.

## **XII. Contact Information**

If you have any questions or concerns regarding these Terms and Conditions, you may contact BATELEC II at the following:

### **Batangas II Electric Cooperative, Inc.**

Antipolo Del Norte, Lipa City, Batangas  
(043) 756 - 6337 / 756 - 1424  
corporate@batelec2.ph