

Terms of Use for DOSTv Mobile App

Last updated: April 12, 2023

Please read these terms of use carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms of Use:

Application means the software program provided by the Company downloaded by You on any electronic device, named DOSTv.

Application Store means the digital distribution service operated and developed by Google Inc. (Google Play Store) in which the Application has been downloaded.

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Country refers to: Philippines

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Department of Science and Technology - Science and Technology Information Institute, DOSTv: DOST-STII, DOST Complex, Bicutan, Taguig City.

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Terms of Use (also referred as "Terms") mean these Terms of Use that form the entire agreement between You and the Company regarding the use of the Service.

Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Terms of Use

These are the Terms of Use governing the use of this Service and the agreement that operates between You and the Company. These Terms of Use set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms of Use. These Terms of Use apply to all visitors, users and others who access or use the Service.

By accessing or using the Service, You agree to be bound by these Terms of Use. If You disagree with any part of these Terms of Use then You may not access the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service. This Agreement shall begin on the date hereof.

License

Unless otherwise stated, DOSTv and/or its licensors own the intellectual property rights for all material on www.dostv.ph. All intellectual property rights are reserved. You may access this from www.dostv.ph for your own personal use subjected to restrictions set in these Terms of Use.

Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason, whatsoever, including without limitation if You breach these Terms of Use.

Upon termination, Your right to use the Service will cease immediately.

Prohibited Activities

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors or profit, except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) vines, Trojan horses, or other materials, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Upload or transmit (or attempt to upload or to transmit) any materials that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (gifs) 1-1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as spyware" or "passive collection mechanisms" or "poems").
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.

- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Republish material from www.dostv.ph.
- Sell, rent or sub-license material from www.dostv.ph.
- Reproduce, duplicate or copy material from www.dostv.ph.
- Redistribute content from www.dostv.ph.
- Sell or otherwise transfer your profile.

Governing Law

The laws of the Country, excluding its conflicts of law and rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

You agree to irrevocably submit all disputes related to these Legal Terms or the legal relationship established by these Legal Terms to the jurisdiction of the Philippine courts.

The exclusive venue of all court actions or requests for interim measures, should this become necessary, shall be in Taguig City, Philippines.

Corrections

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

Disclaimer

The services are provided on an as-is and as-available basis. You agree that your use of the services will be at your sole risk to the fullest extent permitted by law, we disclaim all