



Endless **CONNECTIONS**, Endless **REWARDS**

PRIVACY POLICY and STATEMENT

ED2E ("ED2E", "we", "us", "our") follows the following privacy guideline in keeping your information safe and secured. It uses the information you knowingly provide and applies to all who use Mobile app: EDPoints, our website: <http://ed2e.network>, social networking sites, and any of the online or offline platforms that we own or control. Please read the following to learn what information we collect from you (the "User" or the "End User") and how we use that information.

By using the EDPoints app, you agree to the terms of this Privacy Statement, which is governed by the Data Privacy Act of 2012. If you do not agree with the practices described in this Privacy Statement, please do not provide us with your personal information or interact with the application.

- I. What information do we collect?
- II. What do we do with the information that we collect from you?
- III. Information sharing, disclosure to third party merchants
- IV. Changes or updates in the privacy policy
- V. Websites linked to our application
- VI. Viruses, hacking and other offences
- VII. Cookies

I. WHAT INFORMATION DO WE COLLECT?

- Upon registration, we may collect pertinent identifiable information including (but not limited to) your name, birthday, email, address and the like
- Personal Information may also include information users supply to us concerning their preferences and interests expressed in the course of use of the application.

II. WHAT DO WE DO WITH THE INFORMATION WE COLLECT FROM YOU?

- Any of the information we collect from you may be used in one of the following ways:
 - For enhanced user experience
 - We may use your information for continuous improvement to enhance your user experience
 - For application improvement
 - Any feedbacks or comments you provide will definitely be considered in the betterment of the ED2E application
 - For excellent customer service
 - ED2E is geared to always providing unparalleled customer service. Therefore any feedback is greatly welcomed
 - For transaction processing
 - Any of your public or private information will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the expressed purpose of delivering the purchased product or service requested.
 - To administer a contest, promotion, survey or other site feature.
 - To send periodic emails. The email address you provide for order processing, will only be used to send you information and updates pertaining to your order.
 - Please note that you may opt to unsubscribe to any future newsletters, subscription, solicitations and the like at any time. Details on this process are indicated at the bottom of each email or in the FAQs section.

III. *INFORMATION SHARING AND DISCLOSURE TO THIRD PARTY MERCHANTS*

Privacy is important to us as it is to you. Therefore ED2E fully commits in safeguarding your personal information except in these following circumstances:

- **MERCHANTS, BUSINESS PARTNERS, SERVICE PROVIDERS, AND OTHERS.** EDPoints is an app that provides an avenue for numerous merchants for increased traffic given the nature of the platform. These merchants are third party companies and individuals who are employed by us to facilitate and provide services on our behalf, and to perform application-related services (including but not limited to storage of data, service maintenance, database management, payment processing, web analytics and application and/or site features development and improvement. This means that these third parties have access to your personal information however they are obligated to protect that information and were only given such access to perform the aforementioned tasks on our behalf.
- **AGGREGATE INFORMATION AND DE-IDENTIFIED INFORMATION** As part of our demographic profiling, industry analysis and similar objectives, we may share aggregated and de-identified information to third parties however any information shared in these contexts will not contain your personal information.
- **LAWS AND LAW ENFORCEMENT COMPLIANCE.** Each country and state has its own laws that may compel us to disclose any of your personal information as necessary by law, legal process, litigation and/or requests from public and governmental authorities within or outside your country of residence. Such disclosure will occur in instances of national security threats, law enforcement or other issues of public importance. Also in order to enforce our terms and conditions or protect our operations or users, we may also disclose such information about you as we deem reasonably necessary.
- **BUSINESS TRANSFERS.** We may transfer any and all personal information we collected to a relevant third party in the event of a reorganization, merger or sale.

IV. *CHANGES OR UPDATES IN THE PRIVACY POLICY*

- ED2E reserves the right to edit, update or amend its privacy policy without prior notice. It is expected that each user has the initiative to update themselves in the policies periodically. Continued use of the application post-amendment would mean that you agree to these policies, and any information collected prior to the time any changes were posted would still abide by the rules and laws that applied at the time such information was collected.

V. *WEBSITES LINKED TO OUR APPLICATION*

- ED2E allies with many local and international merchants---- bearing their own website links generally accessible in the EDPoints app, as well as their own privacy policies. This very privacy policy only covers the application itself and any information we collect on our application. If you link to their website, we urge you to read their privacy policies as well. We are not responsible for any of the third parties' privacy policy and practices.

VI. *VIRUSES, HACKING AND OTHER OFFENCES*

- ED2E will not be held liable for any damages resulting from viruses, Trojans, worms and the like that may infect your device (such as your smartphones, tablet, and the like) upon using or accessing websites linked to our platform.

VII. *COOKIES*

- Cookies are small text files created by a website or application that is stored in the user's device either temporarily for that session only or permanently on the hard disk to help recognize you and keep track of your preferences. Users have the option to toggle their preferences. By default, the application is set to accept cookies. However you may change your default should you prefer to not accept them, but may result in not having optimal experience when viewed by the user. Cookies cannot retrieve any other data from your hard drive or pass on computer viruses.

TERMS AND CONDITIONS

- I. Information about us
- II. Ownership of the application
- III. Acceptance of terms of use
- IV. Definition of Terms
- V. Reliance on information posted and disclaimers
- VI. Product guarantee
- VII. Intellectual property rights
- VIII. Liability
- IX. Jurisdiction and applicable law
- X. Concerns

I. INFORMATION ABOUT US

- **ED2E** or “*Edmark 2 Everything*” is a company committed to create a rewards system that helps members, business communities, and consumers improve the quality of their lives and stimulate the economy.
- **EDPoints app** serves as a platform through which our partner merchants gain access to increased traffic and in turn, help provide unparalleled value-added services in the form of vouchers, gift cards and the like, apart from the main products on which they thrive on. Not only do members enjoy the products and services from these merchants, they are also being rewarded through the existence of EDPoints.
- **EDPoints** are used as an instrument of exchange which have actual monetary value as it is used for all transactions via EDPoints. Participating merchants would accept EDPoints for transactions and cash out the collected EDPoints with the Company for liquidation into cash. These seamless procedures are performed through a detailed cycle of payments.

II. OWNERSHIP OF THE APPLICATION

- Themes, templates, application structure, content and the like are proprietary to us, the merchants and third party organizations affiliated with us. Reproduction, distribution, reselling of any content without explicit permission from ED2E is strictly prohibited.

III. ACCEPTANCE OF TERMS OF USE

- The following terms and conditions immediately apply upon usage of the EDPoints application:
 - ED2E may suspend, revoke or cease your right to use the application at any time without prior notification should there be instances of inappropriate and/or malicious use of the said application.
 - Any breach on information privacy or other similar offences will be acted upon accordingly to the highest extent of the law.

IV. RELIANCE ON INFORMATION POSTED AND DISCLAIMERS

- The information on the application only aims to provide general information and should not be relied on for any legal and/or constitutional advice. Any losses or damages incurred due to reliance on the information posted on the application will not be held against the company to the fullest extent of the law

V. PRODUCT GUARANTEE

- ED2E partners with different local and international merchants who have their own set of products and services that they offer. These products are not property of ED2E as these are provided as value added products and services for using our application. Therefore any product guarantees or warranties should be directed to the supplier/merchant. ED2E reserves the right to decline being the liason between the consumer and merchant.

VI. INTELLECTUAL PROPERTY RIGHTS

- ED2E reserves the right to claim that all the information posted on the application is protected by copyright laws as the company is the proprietor of all intellectual property. No information from our site must be used for any commercial or similar use without explicit approval and consent from the

company. Any such breach will result in the cessation of your right to use the application and any copies made in such regard must be destroyed.

VII. LIABILITY

- ED2E, its affiliates, management and staff, and third party partners will not be liable for any indirect or incidental loss of profit, business and/or damages in relation to any of the following:
 - i. Your use of our application and website, the information contained in the site/ application, and/or information submitted by you
 - ii. Improper use of the information in the application or website
 - iii. Being unable to use the application or website
 - iv. Content modification or removal in the application or website
 - v. Merchant offerings, products or services linked to the application or website

VIII. JURISDICTION AND APPLICABLE LAW

- The Philippine courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site.
- These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law.

IX. CONCERNS

- Your opinion is highly valued and appreciated. This gives an avenue for both ED2E and you as a user and/or merchant to come up with developmental strategies geared towards enhanced application experience. Should you have any concerns regarding any of the stated Privacy Policy and Terms & Conditions, feel free to contact us at help@ed2e.network.

CONTENT, COPYRIGHT, TRADEMARKS

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