

SELLER REQUIREMENTS

Business	Freelancers
1. Business Permit – DTI, Mayor's Permit, Barangay Permit (any)	1. Barangay Clearance
2. BIR Permit and any proof of ownership	2. Owner/Sellers Photo or Logo
3. Business Address	3. Home Address
4. Company Logo / Sign	4. Social Media Accounts
5. Owner/Sellers Photo	5. Contacts – Email and Phone Number
6. Social Media Accounts	6. 2 References – Name and Contact Number
7. Contacts – Email and Phone Number	7. Other proof identification/work history/clientele (if any)
8. 2 References – Name and Contact Number	8. Sample products/services (optional but highly recommended to ensure your legitimacy and ability to deliver)

It may seem much, but we ONLY ensure that all your information provided to Oragon Deals are correct, and we are dealing with serious and legitimate business entity who wish to bring more customer traffic. All information is treated with confidentiality and utmost privacy.

Send documents to admin@oragondeals.com

MERCHANTS TERMS & CONDITIONS

These Terms and Conditions is an AGREEMENT between OragonDeals.com and the Merchant. Subject to the provisions of this paragraph, Oragon Deals may amend the Terms and Conditions as sole discretion and at any time. The most recent version of the Terms and Conditions will be published on the website and merchant agrees that this website publication is adequate notice to inform merchant of any amendments

DEFINITIONS:

"MERCHANT" means any legal/permitted business entity, including freelancers and capable street vendors with proper identifications and locations of activities.

"MERCHANT OFFERING" means the goods and/or services to be provided by the Merchant, stated on the Voucher as presented by OragonDeals.com. Values determined by Merchant.

"MAXIMUM NUMBER OF VOUCHERS" means the maximum number of vouchers OragonDeals is authorized to administer the sale of on behalf of the Merchant.

"MONTHLY MAXIMUM NUMBER OF VOUCHERS" means the maximum number of vouchers Oragon Deals is authorized to sell on behalf of Merchant.

"FULL OFFER VALUE" means the Amount Paid plus the Promotional Value.

"AMOUNT PAID" means the amount a purchaser pays for each voucher.

"PROMOTIONAL VALUE" means the Full Offer Value less the Amount Paid.

“PROMOTIONAL VALUE EXPIRATION DATE” means the date stated on the Voucher when the Promotional Value expires.

“REMITTANCE AMOUNT” means the amount Oragon Deals shall remit to Merchant for each Voucher, subject to the payment terms.

“FINE PRINT” means the conditions and restrictions concerning Voucher redemption and the Merchant Offering stated on the website and voucher.

VOUCHER PROGRAM

1. OragonDeals.com is authorized to promote and sell vouchers on Merchant’s behalf subject to the terms of this agreement and the “Terms of Sale” of the website. The voucher is a proof of Merchant Offering and will be sent to the purchaser by email or web account once payment is received. The purchaser redeems the voucher with the Merchant by presenting the voucher in paper or electronic form. Merchant is the issuer of the vouchers and seller of the Merchant Offering.
2. OragonDeals.com is authorized to promote and sell vouchers on Merchant’s behalf through any platforms including its feature deal-of-the-day, affiliates, business partner network, marketplace, referral network, subscriber base or its affiliate subscriber base, segmented variables including gender, age, location, and consumer preferences. The features may be offered through a variety of distribution channels, including the Internet, website, affiliate websites, business partner network, email, mobile applications, other types of electronic offerings and other platforms or distribution channels owned, controlled, or operated by OragonDeals.com, its affiliates or business partners. In addition, Merchant authorizes Oragon Deals to shorten or extend the Promotional Value Expiration Date.
3. For appointment-based Merchant Offerings, the Merchant provides OragonDeals.com with a calendar of available appointment times and allow purchasers to schedule appointments with the Merchant through Oragon Deals and any third-party service Oragon Deals may use. Oragon Deals may audit Merchant response times using various methods, including but not limited to, auto-dialers, call forwarding and pre-recorded calls and in its sole discretion, determines Merchant response times or the quality of service provided to purchasers. If unsatisfactory, Oragon Deals may terminate the agreement and return the amount paid to purchasers for unredeemed voucher.
4. Any Merchant who provides a Merchant Offering that includes massage services shall: (i) conduct social media searches for all of its employees, agents and/or independent contractors performing any massage service to ensure that they maintain a good reputation; and (ii) confirm that its employees, agents and/or independent contractors providing massage services have the required licenses and/or certifications, as well as meet other applicable state law requirements, for performing the services.
5. If Merchant performs background checks on its employees, agents and/or independent contractors performing services, Merchant shall provide the results of such background checks to Oragon Deals upon request. Merchant shall promptly notify Oragon Deals any time it receives a complaint related to potentially criminal conduct, including allegations of sexual assault, allegedly engaged in by any of its employees, agents or independent contractors, regardless of whether an Oragon Deal or customer makes the complaint.
6. Oragon Deals is authorized to promote and sell up to the Maximum Number of Vouchers in multiple markets and on dates in its discretion. If Merchant elects to offer recurring month-to-month features, then Oragon Deals will promote and sell up to the Maximum Number of Vouchers for the initial feature, then promote and sell up to the Monthly Maximum Number of Vouchers for subsequent features. Merchant shall specify the Maximum Number of Vouchers and specify the Monthly Maximum Number of Vouchers and may increase either number in its discretion.

7. Oragon Deals reserves the continuing right to reject, revise, or discontinue any Merchant Offering at any time and for any reason in Oragon Deals sole discretion, and to terminate the Merchant Offering and to remove all references to the Merchant Offering and voucher from the website; and redirect or delete any URL used in connection with the Merchant Offering.
8. Merchant shall honour the vouchers for the Merchant Offering through the Promotional Value Expiration Date. After the Promotional Value Expiration Date, **MERCHANT AGREES TO REDEEM THE VOUCHER FOR THE AMOUNT PAID UP TO 30 DAYS**. After the Promotional Value Expiration Date, Merchant must allow the purchaser to redeem the voucher for the Amount Paid toward the Merchant Offering.
9. If the goods and services constituting the Merchant Offering and stated on the voucher are no longer available, the purchaser is allowed to redeem the voucher toward any goods or services then offered by the Merchant equivalent to at least the Amount Paid.
10. Partial redemptions: If applicable, and if a purchaser redeems a Voucher for less than the Amount Paid, the Merchant is responsible for handling any unredeemed value as required by applicable law.
11. Merchant agrees that in providing the Merchant Offering, will not inflate prices or impose any additional fees, charges, conditions or restrictions that contradict or are inconsistent with the terms stated on the voucher, including the Fine Print. Unless disclosed in the Fine Print, **Merchant further agrees not to impose different terms or a different cancellation policy than what is imposed on its non-Oragon Deals customers**.
12. Merchant agrees that so long as an appointment or reservation is made to redeem a voucher, or purchaser has made an attempt to make an appointment, before the voucher's Promotional Value Expiration Date, the voucher will be honoured for the Full Offer Value without restriction, even though the services may be provided after the Promotional Value Expiration Date.
13. For any seasonal Merchant Offering(s), following the initial Promotional Value Expiration Date specified in the Oragon Deals Merchant Agreement the: (i) Promotional Value Expiration Date will reset to be the end of the immediately following season specified by Merchant; and (ii) Maximum Number of Vouchers will reset for the immediately following season. Throughout the Term (as defined herein), the Promotional Value Expiration Date and the Maximum Number of Vouchers for the seasonal Merchant Offering(s) will continue to reset after each season.
14. Merchant is responsible for all customer service in connection with the Merchant Offering and for supplying all goods and services stated in the Merchant Offering including any customer loyalty programs associated with the Merchant Offering.
15. If applicable, Merchant will hold the Merchant Offering for pick-up by each purchaser at the Redemption Site. The **"Redemption Site"** is the complete and accurate address provided by Merchant to Oragon Deals where purchasers are able to redeem the voucher to pick-up the Merchant Offering. Merchant also agrees to provide Oragon Deals with the hours and dates of operation, complete with any exceptions, and a valid phone number for the Redemption Site. If any of the information related to a Redemption Site changes, Merchant agrees to notify Oragon Deals immediately of such change.
16. Merchant agrees to accept returns of the Merchant Offering in compliance with applicable laws and the Fine Print, but in any event: (i) will accept returns of a defective Merchant Offering or non-conforming items in or a part of any Merchant Offering at all times and pay (or reimburse a purchaser for) any and all costs associated with the return of such Merchant Offering; and (ii) will not impose a more restrictive return policy on purchasers than Merchant's regular return policy as applied to Merchant's purchaser in the ordinary course of Merchant's business.
17. Merchant is responsible for compliance with all applicable laws, including the warning requirements mandated by Consumer Act of the Philippines. Merchant agrees to include the following disclaimer on any deal page for any product containing, or any service using a product that contains harmful ingredients.

18. Merchant is responsible for providing the information for, and ensuring the accuracy of all statements on the Website related to the Merchant Offering. Merchant assumes all liability for inaccuracies or misstatements regarding the Merchant Offering on the Website.
19. Merchant will not seek reimbursement from state or any government agencies for goods or services included in any Merchant Offering where such would violate any of this agreement.
20. Merchant agrees that the amount represented by Merchant as the Full Offer Value of the Merchant Offering (if any) is the actual, regular value of the goods and/or services to be provided by the Merchant, complies with applicable laws and is, at a minimum, an accurate representation of the price at which Merchant has made substantial sales of the goods and/or services in the last 90 days. **Merchant warrants that Merchant has not inflated or increased the Full Offer Value and agrees that it will not manipulate pricing or advertised values in any way that could be perceived as unfair, deceptive, misleading, and/or outside the ordinary course of business.** Merchant takes full responsibility for ensuring that the Full Offer Value remains accurate and is updated whenever necessary to comply with the preceding terms and applicable laws.
21. Prior to Oragon Deals selling vouchers for the Merchant Offering, Merchant will be provided with a preview of the webpage on which vouchers will be sold ("**Deal Preview**") containing the content of the proposed webpage based on information that: (a) Merchant has provided; (b) is publicly available on Merchant's website and social media accounts; and/or (c) is sourced from a third party. Merchant shall review this Deal Preview and notify Oragon Deals: if (1) any of the information on the Deal Preview is incorrect; (2) anything about the proposed Deal Preview does not comply with any applicable laws or regulations; or (3) Merchant is not licensed or otherwise authorised to use any intellectual property featured in the Deal Preview. The Merchant's representations, warranties and grants described in this agreement will apply to all content in the Deal Preview unless the Merchant informs Oragon Deals otherwise before the vouchers are made available for sale.

PAYMENT

1. Amounts retained by Oragon Deals from the proceeds of the Merchant Offering are compensation to Oragon Deals for marketing, promoting, and advertising the Merchant Offering and distributing the vouchers on behalf of Merchant. Merchant shall retain the Remittance Amount in trust for the benefit of purchasers holding unredeemed vouchers until Merchant delivers the Merchant Offering, refunds the holder of any unredeemed voucher the amount required to a taxing authority, if applicable. The funds held in trust shall be returned to Oragon Deals upon demand for refunds to purchasers. Oragon Deals is authorized to review Merchant's credit history, which may include a soft credit check.
2. Merchant will not attempt to bill or collect reimbursement from buyer or any third party payor and will accept the amounts received from Oragon Deals payment in full for all services provided by Merchant delivered pursuant to the Merchant Offering. Merchant is solely responsible for complying with any contractual requirements imposed by its contracts with Third-Party Payors, including but not limited to requirements related to offering discounted services.
3. Tax. It is Merchant's responsibility to determine what, if any, taxes apply to the payments Merchant makes or receives, and it is Merchant's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Oragon Deals is not responsible for determining whether taxes apply to Merchant's transaction with either purchasers or Oragon Deals or for collecting, reporting or remitting any taxes arising from any transaction with or by Merchant and purchaser.
4. Transaction Taxes. Merchant bears sole financial responsibility for any and all sales, use, excise, general, or other similar taxes, including any interest penalties and additions related thereto, imposed on or arising from the transactions contemplated by this Agreement between Oragon Deals and Merchant ("Transaction Taxes"), if any. Oragon Deals shall apply the applicable Transaction Tax to the amounts it retains and/or

other fees remitted to Oragon Deals pursuant this Agreement. Transaction Taxes are calculated using the Merchant's billing address and will be included on invoices. Tax rates are subject to change. If applied, Transaction Taxes will be calculated at the time of each payment using the rates in effect under current law.

5. **Oragon Deals will have no obligation to advance amounts that have been paid to Oragon Deals by a purchaser until Merchant has complied with Merchant's obligations under this Agreement.** If Oragon Deals reasonably believes that Merchant has breached any provision of this Agreement, Oragon Deals may offset, delay, withhold, or suspend future payments to Merchant, in Oragon Deals's sole discretion. In addition, if Merchant is unwilling to, or in Oragon Deals reasonable discretion appears unable to perform its obligations under this Agreement, Oragon Deals is authorized to offset, delay, withhold, or suspend future payments to Merchant in addition to such other remedies as may be available under this Agreement or at law, to secure payment from Merchant for any refunds and/or other amounts payable by Merchant under this Agreement.

CUSTOMER DATA RESTRICTIONS

"Customer Data" means all identifiable information about purchasers generated or collected by Oragon Deals or Merchant, including, but not limited to, purchasers' name, shipping addresses, email addresses, phone numbers, purchaser preferences and tendencies, and financial transaction data.

1. Merchant shall use Customer Data only to fulfil its redemption obligations in connection with the Merchant Offering as authorized by this Agreement. Merchant expressly agrees that any Customer Data shall be used only for this purpose (including, but not limited to, the redemption of vouchers and provision of goods and services to purchasers), and NOT to enhance a file or list owned by Merchant, or any third party. Merchant represents, warrants and covenants that it will not resell, broker or otherwise disclose any Customer Data to any third party, in whole or in part, for any purpose, unless required by applicable law. If Merchant engages any third party to facilitate its redemption obligations hereunder, Merchant shall ensure that such third party implements and complies with reasonable security measures in handling any Customer Data. If any Customer Data is collected directly by Merchant or a third party engaged by Merchant to facilitate its redemption obligations hereunder, Merchant shall ensure that it or such third party adopts, posts and processes the Customer Data in conformity with its posted privacy policy and all applicable laws.
2. As long as Merchant uses Customer Data in compliance with applicable law and Merchant's posted privacy policy, restrictions stated in this Agreement on Merchant's use of Customer Data do not apply to: (i) data from any purchaser who is already a customer of Merchant before the Effective Date, if such data was provided to Merchant by such purchaser independent of this Agreement or any transaction hereunder; or (ii) data supplied by a purchaser directly to Merchant who becomes a customer of Merchant in connection with such purchaser explicitly opting in to receive communications from Merchant.
3. Merchant shall immediately notify Oragon Deals if Merchant becomes aware of or suspects any unauthorized access to or use of Customer Data or any confidential information of Oragon Deals and shall cooperate with Oragon Deals in the investigation of such breach and the mitigation of any damages. Upon termination or expiration of this Agreement, Merchant shall, as directed by Oragon Deals, destroy or return to Oragon Deals all the Customer Data in Merchant's or any agent of Merchant's possession.

PROMOTIONAL PROGRAMS

1. In an effort to incentivize voucher sales, Merchant authorizes Oragon Deals, at any time and in Oragon Deals sole discretion, to increase or decrease the Amount Paid for the Merchant Offering (any such effort, **"Promotional Program(s)"**). For each voucher sold as part of a Promotional Program, the Net

Remittance Amount may be adjusted in an amount equal to the percentage increase or decrease in the Amount Paid (“**Promotional Adjustment**”). Promotional Programs include the following:

Promotional Codes – A “**Promotional Code**” is a code that purchasers may use, in Oragon Deals’s sole discretion, to receive a discount on the Amount Paid for a Merchant Offering.

Price Optimization – “**Price Optimization**” is any change (excluding Promotional Codes) to the Amount Paid for a Merchant Offering.

TERM AND TERMINATION

This Agreement will continue in effect until terminated by either party in accordance with this Section (“**Term**”). Oragon Deals is authorized to terminate this Agreement, at any time for any reason, upon written notice to Merchant. Merchant is authorized to terminate this Agreement upon seven (7) business days prior written notice to Oragon Deals. **Termination of this Agreement will not in any way affect Merchant’s obligation to redeem any voucher according to the terms of this Agreement, including the obligation to honour the voucher for the Amount Paid after the Promotional Value Expiration Date.** Provisions in this Agreement that are intended to survive termination will continue in full force and effect after the Term.

COMPLIANCE WITH GIFT CARD AND GIFT CERTIFICATE

Merchant agrees to comply with the voucher terms and conditions as stated on the website, including but not limited to the “Terms of Use” of the website, and to ensure that the vouchers comply with all laws that govern vouchers, gift cards, coupons, and gift certificates and any laws governing the imposition of expiration dates, service charges or dormancy fees and all Fine Print related to the Merchant Offering stated on the voucher.

MARKETING

Oragon Deals and its business partners may communicate with Merchant with regard to products, promotions, and other services that may be of interest to Merchant. This may include email or other communications. Oragon Deals may also solicit Merchant’s opinion for market research purposes.

INTELLECTUAL PROPERTY RIGHTS

1. Merchant grants to Oragon Deals non-exclusive, worldwide, royalty free, paid-up, perpetual, irrevocable, transferable and sub-licensable license and right to use, modify, reproduce, sublicense, publicly display, distribute, broadcast, transmit, stream, publish and publicly perform: (a) Merchant’s name, logos, trademarks, service marks, domain names, and any audiovisual content, video recordings, audio recordings, photographs, graphics, artwork, text and any other content provided, specified, recommended, directed, authorized or approved to use by Merchant (collectively, “**Merchant IP**”); and (b) any third party’s name, logos, trademarks, service marks, domain names, audiovisual recordings, video recordings, audio recordings, photographs, graphics, artwork, text and any other content provided, specified, recommended, directed, authorized or approved for use by Merchant (collectively, “**Third Party IP**”), in each case in connection with the promotion, sale/resale (as may be applicable) or distribution of the Merchant Offering in all media or formats now known or hereinafter developed (“**License**”). Any use of the Merchant IP or Third Party IP as contemplated in this Agreement is within Oragon Del sole discretion.
2. Merchant agrees that Oragon Deals owns all interest in and to the Website, Customer Data, Oragon Deals trade names, logos, trademarks, service marks, domain names, social media identifiers, all data and tools collected through or from website used or provided by Oragon Deals to promote, sell/resell (as may be

applicable) or distribute the Merchant Offering and conduct its business in connection therewith (collectively “**OragonDeals**”). Merchant shall not use, sell, rent, lease, sublicense, distribute, broadcast, transmit, stream, place shift, transfer, copy, reproduce, download, time shift, display, perform, modify or timeshare the Oragon Deals or any portion thereof, or use component of or a base for products or services prepared for commercial use, sale, sublicense, lease, access or distribution.

3. If Merchant provides Oragon Deals or any of its affiliates with feedback, suggestions, reviews, modifications, data, images, text, or other information or content about a Oragon Deals product or service or otherwise in connection with this Agreement, any Oragon Deals IP, or Merchant’s participation in the Merchant Offering or Voucher, (collectively, “**Feedback**”), Merchant irrevocably assigns to Oragon Deals all right, title, and interest in and to Feedback. In the event your assignment to Oragon Deals is invalid for any reason, you hereby irrevocably grant Oragon Deals and its affiliates a perpetual, paid-up, royalty-free, nonexclusive, worldwide, irrevocable, freely transferable right and license to (i) use, reproduce, perform, display, and distribute Feedback; (ii) adapt, modify, re-format, and create derivative works of Feedback for any purpose and sublicense the foregoing rights to any other person or entity. Merchant warrants that: (A) Feedback is Merchant’s original work, or Merchant obtained Feedback in a lawful manner; and (B) Oragon Deals and its sublicensees’ exercise of rights under the license above will not violate any person’s or entity’s rights, including any copyright rights. Merchant agrees to provide Oragon Deals such assistance as to document, perfect, or maintain Oragon Deals in and to Feedback.

REPRESENTATIONS AND WARRANTIES

Merchant represents and warrants that: (a) Merchant has the right, power and authority to enter into this Agreement; (b) Merchant, if required by applicable law, is registered for sales and use tax collection purposes in all jurisdictions where Merchant’s goods and services will be provided; (c) **the Voucher, upon being delivered by Oragon Deals, will be available immediately for redemption and Merchant will have sufficient goods and/or services available for redemption through the Promotional Value Expiration Date** (d) the terms and conditions of the Voucher, including any discounts or goods and services offered thereunder do not and will not violate any, local, state, provincial, territorial or national law, statute, rule, regulation, or order, including but not limited to, any law or regulation governing the use, sale, and distribution of alcohol and any laws governing vouchers, gift cards, coupons, and gift certificates. Merchant is not authorized to resell, broker or otherwise disclose any Customer Data (as defined in this Agreement) to any third party, in whole or in part, for any purpose, and Merchant is not authorized to copy or otherwise reproduce any Customer Data other than for the purpose of redeeming or verifying the validity of Vouchers in connection with this Agreement (e) the Merchant Offering is: (i) free from defects in workmanship, materials and design, (ii) merchantable and suitable for the purposes, if any, stated in the Agreement, and (iii) genuine, bona fide products, as described herein and does not violate the rights of any third party, (f) it shall abide by Oragon Deals’ Vendor Code of Conduct.

INDEMNIFICATION

To the extent allowed under applicable law, **Merchant agrees to defend, indemnify and hold Oragon Deals, its affiliated and related entities, and any of its respective officers, directors, agents and employees, harmless from and against any claims, lawsuits, investigations, penalties, damages, losses or expenses** (including but not limited to reasonable attorneys’ fees and costs) arising out of or relating to any of the following: (a) any breach or alleged breach by Merchant of this Agreement, or the representations and warranties made in this Agreement; (b) any claim for state sales, use, or similar tax obligations of Merchant arising from the sale and redemption of a voucher; (c) any claim by any local, state, provincial, territorial or national governmental entity for unredeemed vouchers or unredeemed cash values of vouchers or any other amounts under any applicable abandoned or unclaimed property or escheat law, including but not limited to any claims for penalties and interest; (d) any claim arising out of a violation of any law or regulation by Merchant goods and/or services; (e) any claim arising out of Merchant’s violation of law or regulation governing the use, sale, and distribution of alcohol; (f) any claim by a purchaser or anyone else arising out of or relating to the goods and services provided by Merchant and/or pick up of the goods and services at the Redemption Site, including but not limited to, any claims for false advertising, product defects, personal injury, death, or property damages; (g) any claim by a purchaser for the

Amount Paid; (h) any claim arising out of Merchant's misuse of Customer Data, or any violation of an applicable data privacy or security law; and (i) any claim arising out of Merchant's negligence, fraud or wilful misconduct. Oragon Deals maintains the right to control its own defense and to choose and appoint its own defense counsel, regardless of the presence or absence of a conflict of interest between Oragon Deals and Merchant. Merchant's duty to defend and indemnify Oragon Deals includes the duty to pay Oragon Deals' reasonable attorneys' fees and costs, including any expert fees.

CONFIDENTIALITY

The terms for the Merchant Offering described in this Agreement are confidential, and Merchant agrees not to disclose the terms described in this Agreement to any party (other than to its employees, parent companies, shareholders, lawyers and accountants on a strict need-to-know basis or as required by applicable public records and other law, if Merchant has taken the necessary precautions of the kind generally taken with confidential information to preserve the confidentiality of the information made available to such parties). In the event of a breach, Oragon Deals is entitled to injunctive relief and a decree for specific performance, and any other relief allowed under applicable law (including monetary damages if appropriate).

LIMITATION OF LIABILITY

EXCEPT FOR MERCHANT'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT IS EITHER PARTY LIABLE OR OBLIGATED TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST BUSINESS, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. ANY CLAIM BY OR ON BEHALF OF A MERCHANT IN CONNECTION WITH ANY PAYMENT MADE BY ORAGONDEALS, INCLUDING, BUT NOT LIMITED TO, CLAIMS ALLEGING THAT A MERCHANT WAS UNDERPAID, MUST BE MADE IN WRITING TO ORAGON DEALS WITHIN THIRTY (30) DAYS FROM THE DATE ORAGON DEALS REMITS THE PAYMENT AT ISSUE. ALL CLAIMS NOT MADE IN ACCORDANCE WITH THE FOREGOING SHALL BE DEEMED WAIVED, RELEASED AND DISCHARGED BY MERCHANT.

DISPUTE RESOLUTION

All disputes arising out of, or relating in any way to this Agreement, shall be resolved under the Naga City Chamber of Commerce and/or DTI Naga Branch.

BINDING ARBITRATION

EXCEPT AS SPECIFICALLY STATED HEREIN, ANY DISPUTE OR CLAIM BETWEEN MERCHANT AND ORAGON DEALS ARISING OUT OF, OR RELATING IN ANY WAY TO, THIS AGREEMENT ("**DISPUTES**") SHALL BE RESOLVED EXCLUSIVELY BY FINAL, BINDING ARBITRATION.

CLASS ACTION WAIVER

WE EACH AGREE THAT WE SHALL BRING ANY DISPUTE AGAINST THE OTHER IN OUR RESPECTIVE INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION. IN ADDITION, WE EACH AGREE THAT DISPUTES SHALL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED

OR REPRESENTATIVE ACTION. THE ARBITRATOR DOES NOT HAVE THE POWER TO VARY THESE PROVISIONS.

OTHERS

The parties are independent contractors. Nothing in this Agreement is to be construed to create a joint venture, partnership, franchise, or an agency relationship between the parties. Neither party has the authority, without the other party's prior written approval, to bind or commit the other in any way.

Merchant is not authorized to transfer or assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without Oragon Deals prior written consent. Any waiver must be in writing and signed by an authorized signatory of Oragon Deals. Oragon Deals is authorized to transfer or assign this Agreement to a present or future affiliate or pursuant to a merger, consolidation, reorganization or sale of all or substantially all of the assets or business, or by operation of law, without notice to Merchant.

If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement are not affected.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS NOR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ORAGON DEALS DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES OFFERED ON OR THROUGH THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE VOUCHERS ARE ERROR-FREE, OR THAT ANY MERCHANT OFFERING WILL RESULT IN ANY REVENUE OR PROFIT FOR MERCHANT.

Account Management & Security. Merchants will be granted access to the website and must safeguard its account and password in Merchant Center, and all information concerning related to purchases or transactions. You are solely responsible for maintaining the security of your account and maintaining settings that reflect your preferences. We will assume that anyone using your Account is you or is authorized by you to do so. You agree that you are solely responsible and liable for any activity that occurs under your Account. Failure to do so may result to an immediate suspension or termination of the account without prior notice.

Other concerns can be communicated to admin@oragondeals.com.