JuanTambayan Policies

Terms and Conditions

Welcome Juan Tambayan! You may use the Web site, services, content, technologies and applications of JuanTambayan.com (the "Website") only on the condition that you abide by the following terms. BY USING THE WEBSITE AND/OR BY REGISTERING TO OPEN AN ACCOUNT WITH US, YOU SIGNIFY YOUR AGREEMENT TO THE FOLLOWING TERMS ("SITE TERMS").

1. About The Site Terms

The Website is a service made available by XWDV Information Technology Solutions and its affiliates ("JuanTambayan.com", "we" or "us"). The Site Terms have the same effect as an agreement in writing and govern your use of the Website. If you do not agree to the Site Terms, please do not use the Website. We may modify the Site Terms at any time. If you do not agree to the changes, you may discontinue using JuanTambayan.com before the changes take effect. Your continued use of JuanTambayan.com after any such changes take effect constitutes your acceptance to such changes. Each time you visit or log into the Website, you reaffirm your acceptance of the Site Terms. You are responsible for regularly reviewing the Site Terms, by clicking on the "Terms & Conditions" link at www.juantambayan.com. The Site Terms may be supplemented by additional terms and conditions applicable to privacy, specific areas of this Website, or to particular content or transactions are posted in particular areas of the site and, together with these Site Terms, govern your use of those areas, content, or transactions.

2. About the Website

The Website gives users the ability to sell, buy or publish ads using certain electronic devices such as compute, tablet and mobile phones (collectively, the "Services") subject to these Site Terms. You agree that all transactions will be performed electronically and that the terms of any offer to sell or publish any Product will be governed by Juan Tambayan Terms of Condition Agreement located at http://www.juantambayan.com/page/terms-and-conditions. We may, in our sole discretion, change or discontinue any or all aspects of the Website at any time, without notice, and without liability to you.

3. Registration

Registration is not required to visit the Website; however, you will need to register with us and create an account if you desire to use all of the Website's services and features or to complete a transaction with us. If you register to open an account, you agree to provide accurate, complete registration information. You must be legally capable to enter into contracts. It is your responsibility to make any updates to that information. Each registration is for a single person only, unless specifically designated otherwise on the registration page. We do not permit any other person using the registered sections under your name. You are responsible for preventing such unauthorized use. If you believe there has been unauthorized use, you should notify JuanTambayan immediately by emailing abuse@juantambayan.com.

4. Ownership

The Website contains information, content or advertisements text, photographs, designs, graphics, images, arts, animation and other materials and effects (collectively, the "Content") that are protected by copyrights, trademarks, service marks, trade dress, patents or other intellectual or proprietary rights owned by Juan Tambayan or other third parties. All trademarks and copyrighted information contained on the Website are the property of their respective owners. Further, Juan Tambayan retains all rights (including intellectual property rights), title and interest in the Website, technology, and all underlying technology and data including any enhancements, software, applications and improvements related to the Website (the "Technology")(the terms Content and Technology collectively will be referred to as the "Materials"). You may not remove from any electronic or printed copy any copyright, trademark, or other proprietary notice.

5. Use of Website and Materials

Juan Tambayan provides the Website and the Materials for your individual, non-commercial or commercial use and solely for the purpose of carrying out individual transactions with the Website.

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Any other use of the Website or the Materials is strictly prohibited. You may not, either directly or indirectly: § Modify, republish, redistribute, delete, resell, sublicense, publicly perform, cache by proxy the Website or Materials without the express written permission of Juan Tambayan or the applicable rights holder;

- Use the Materials for telemarketing, direct marketing, and commercial mass e-mail or by agents or representatives or e-mail spammers;
- Reverse engineer, decompile, disassemble, merge, copy, use, disclose, rent, lease, loan, sell, sublicense or transfer the underlying source code or structure or sequence of the Technology or delete or alter author attributes or copyright notices;
- Use any network monitoring or discovery software to determine the site architecture, or extract information about usage or users;
- Reformat or frame any portion of the Website or Materials;
- Use any device, software or routine that interferes with the proper working of the Website, or otherwise attempt to interfere with the proper working of the Website;
- Allow others to use the Website under or through your account login username/email and password;
- Take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- Violate the Site Terms, applicable law or the rights of others; or Disrupt or interfere with the security of, or otherwise cause harm to, the Website.

Any permitted use of the Website does not extend to using the Website or Materials for any illegal purpose, or to transmit to or through the Website or to or through any service any illegal, harmful, threatening, defamatory, obscene, hateful, pornographic or other objectionable material of any kind, or to interfere with, abuse or otherwise violate the legal rights of any third party using the Website or Materials.

Without limiting other remedies, we may limit, suspend, or terminate our service and user accounts, prohibit access to our website, remove hosted content, and take technical and legal steps to keep users off the Sites if we think that they are creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts.

6. License

By using the Website, uploading content to or submitting any materials for use on the Website, you grant (or warrant that the owner of such rights has expressly granted Juan Tambayan a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from and distribute such materials and/or information generated through use of the Website or incorporate such materials and/or information generated through use of the Website into any form, medium, or technology now known or later developed throughout the universe. We need these rights to host and display your content.

7. Automated Activity

The Website may use robot exclusion methods, which include robots.txt files and HTML meta tags, that expressly allow and/or exclude specified automated programs from accessing certain portions of the Website. Much of the information on the Website is updated on a real time basis and is proprietary or is licensed to Juan Tambayan by our users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the Website for any purpose, including but not limited to performing "offline" searches and mirroring, without our express written permission as indicated in the then current robots.txt file or HTML meta tags on the Website. Additionally, you agree that you will not bypass our robot exclusion methods or other measures we may use to prevent or restrict access to the Website.

8. Linking

These websites may contain links to other websites over which JuanTambayan.com has no control.

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Such links are supplied solely for the convenience of users. JuanTambayn.com is not responsible for the contents or reliability of the linked websites provided by users and does not necessarily endorse the views expressed within them or the organization or persons providing them in any way. JuanTambayan.com does not guarantee that these links will work all of the time and we have no control over the availability of the linked pages. Providers of other websites may place text-based links to pages on the Juan Tambayan websites without seeking prior permission. However such links must not open Juan Tambayan website pages into frames within another website. Pages from the JuanTambayan websites must be loaded into the user's entire browser window. The use of the JuanTambayan logo or the logos of any associated or subsidiary organizations must not be used for promotional or linking purposes unless prior approval in writing has been given. Please contact Juan Tambayan for further details on obtaining such approval.

9. Representations

You represent and warrant to us that (a) you are legally capable to enter into contracts, (b) you are providing us at all times true, accurate and up to date information about yourself, (c) you will comply at all times with the Site Terms and applicable law and (d) your use of the Website and any transactions that you make with us will not violate the rights of any third party. You further represent and warrant that the products and services you intend to sell or publish is rightfully owned by you free and clear of all liens and/or encumbrances.

10. Privacy

We view protection of users' privacy as a very important community principle. When you open an account and use the Website, we collect information about you. You agree that we may collect and use your information in accordance with the Juan Tambayan Privacy Policy, which you can review by going to http://www.juantambayan.com/page/privacy-policy. If you object to your information being transferred or used in this way please do not use our services.

11. Electronic Notices and Transactions

You agree to transact with us electronically. This means you agree to accept and terms and conditions and to transact any sale, donation or recycling of your Product with us by electronic means. You authorize us to send you important notices about the Website and any pending transactions to an email address you provide to us, if you are a registered account holder or, in the alternative, by posting a notice on the Website. It is your duty to keep your email address up to date and to maintain a valid email address and to ensure that emails we send you are not filtered or stopped by spam filters or other types of email blocking functionalities. If you no longer desire to transact electronically with us, you may no longer use the Website. You can retrieve and review these Site Terms at any time by visiting http://www.juantambayan.com/page/terms-and-conditions.

12. Access

You are responsible for obtaining at your own expense all equipment and services needed to access and use the Website, including all devices, Internet browsers and Internet access. If you access the Website or a Website application through a mobile or wireless device, you are responsible for all fees that your carrier may charge you for data, text messaging and other wireless access or communications services.

13. Miscellaneous

Juan Tambayan reserves the right to investigate complaints or reported violations of the Site Terms and to take any action Juan Tambayan deems appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e- mail addresses, usage history, posted materials, IP addresses and traffic information.

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