

The Travel Agent Portal (“Portal”) is owned and operated by MAAGAP Insurance Inc. (“MAAGAP”). This User Agreement (“Agreement”) sets out your rights and obligations as the user of the Portal.

The terms of this Agreement, including the [Data Privacy Policy](#) are binding on you once you signify your acceptance in creating your Account and by agreeing to use the Portal.

1. The Portal

The Portal is intended for MAAGAP’s partner travel agencies (“Agent”) for a more efficient client and insurance policies management.

2. User Account

To utilize the Portal, a user account (“Account”) shall be created for the representative of the Agent duly authorized for the purpose. On MAAGAP’s sole discretion, two or more user accounts may be created for the Agent.

The terms “user,” “you” or “your” as used in this Agreement shall refer to the user of the Portal.

3. Confidentiality of Account

- 3.1. You must not disclose, share or otherwise allow others to use your Account except as otherwise specifically authorized by MAAGAP.
- 3.2. Your Account is strictly personal. You shall not transfer or assign your Account, including any access rights or transactions therein to another person, unless expressly permitted by MAAGAP.
- 3.3. You are solely responsible for the confidentiality and security of your log-in credentials and your device, and you agree that you shall be held liable for any unauthorized use of your Account by other persons.
- 3.4. If you believe that your Account may have been compromised, you must notify MAAGAP as soon as practicable.

4. Access Rights

The user shall be granted specific access rights to the Portal such as issuance of the policy, certificate of cover, invoice or official receipt, or extraction of production report.

MAAGAP reserves the right to add, modify or delete access rights of the user at any time with or without notice.

5. User Restrictions

- 5.1. You shall not use the Portal for any unlawful purpose or for any purpose other than the purpose specified in this Agreement.
- 5.2. You shall not, whether knowingly or unintentional, directly or indirectly, alone or through a third party, decompile, reverse engineer, disassemble, modify, derive the source code of,

create derivative works from, or commercially exploit in any manner whatsoever, the Portal or any part of it.

- 5.3. You shall not, whether directly or through the use of any third-party software, alter, modify or automate any functionality, system, process or transaction in the Portal.
- 5.4. You shall not upload or transmit viruses, malware or any other type of malicious file that will or may be used in any way that will affect the functionality or operation of the Portal.
- 5.5. Except as herein provided, you shall not copy, reproduce, publish, transmit, transfer, modify, create derivative works from, distribute, repost, display, or in any way commercially exploit any material, content or document generated by or downloaded from the Portal.
- 5.6. You agree that you shall be liable to MAAGAP for any attempt to do any of the foregoing acts.

6. Content Ownership

All intellectual property rights, whether registered or unregistered, including without limitation rights in relation to, trademarks, copyright, business names, domain names, images, graphics, designs, logo, software, and all other proprietary rights resulting from activities in the Portal are owned by MAAGAP. You shall not alter, reproduce, remove or use any of these trademarks, tradenames, images or logo without MAAGAP's express prior written consent.

7. Data Privacy and Confidentiality

Access to the Portal grants you access to confidential information including information about MAAGAP and its products, and personal data of the insured/client. You agree to keep this information secure and confidential, disclose it as permitted under this Agreement, and use it only in accordance with the purpose of this Agreement. You also agree to comply with the provisions of Republic Act No. 10173 or the "Data Privacy Act of 2012", its implementing rules and regulations, and all other laws and issuances of the National Privacy Commission with respect to collection, gathering and processing of confidential information. Confidential information as used in this Agreement may be in the form of documents, papers, electronic or verbal communication.

8. User Representations and Warranties

You represent and warrant that:

- 8.1. You have the legal capacity and authority to have an Account and use the Portal, and to enter into this Agreement;
- 8.2. You are fully accountable for any transaction or activity using your Account, regardless of whether these are undertaken or authorized by you;
- 8.3. You have security measures in place to protect your log-in credentials, your Account and the confidential information as defined herein, and to prevent any unauthorized access thereto by any third party.
- 8.4. You do not violate any applicable law or regulation in your jurisdiction;
- 8.5. You strictly comply with all the laws and regulations related to your business operations; and
- 8.6. You undertake to comply with all applicable laws and other regulations in the Philippines, including environmental laws, labor laws, and anti-bribery and corruption laws;

9. Disclaimer and Limitation of Liability

You acknowledge that MAAGAP shall not be responsible to you or to a third party for (a) access to the Portal that is not continuous, uninterrupted or error-free due to poor internet connection, or system maintenance or upgrade of the Portal; (b) for any damage, loss or inconvenience caused by a virus or other malware; (c) for unauthorized access to your Account by a third party; or (d) for any claim or action of any nature by a third party that arises out of the collection or use of the confidential information.

To the maximum extent permitted by law, neither MAAGAP, nor its third party service providers, nor their respective affiliates or partners shall be liable in any way for loss or damage of any kind resulting from the use or inability to use your Account, the Portal, or any of its contents and/or services including, but not limited to, loss of goodwill, loss of business opportunity, halted operations, device malfunction, or any and all other commercial damages or losses.

In no event shall MAAGAP be liable for any indirect, incidental, consequential, special, punitive or exemplary damages, or any other damages arising out of or in any way connected with the use of or inability to use the Portal, its content and services, even in the event of MAAGAP's fault, tort (including negligence), strict liability, or breach of MAAGAP user's warranty and even if it has been advised of the possibility of such damages. These limitations and liability exclusions apply even if any remedy fails to provide adequate recompense.

10. Term and Termination

The term of this Agreement commences on the date of your Account creation and will continue in effect until otherwise terminated in accordance with this Agreement.

MAAGAP may terminate your Account for any conduct or activity that is illegal or constitutes fraud. You acknowledge that MAAGAP is not required to provide you prior notice of such termination.

MAAGAP may also terminate your Account (a) upon the travel agency's closure of business, bankruptcy, or substantial change of its ownership; (b) termination of partnership agreement between the travel agency and MAAGAP; or (c) termination of employment of the travel agency's employee who was granted user access. In the latter case, the travel agency must inform MAAGAP without any delay.

MAAGAP reserves the right to terminate your Account or restrict the use of the Portal for breach of the terms of this Agreement, including your warranties and representations, violation of any of the user restrictions or prohibitions herein, or for any other reason at its sole and exclusive decision.

11. Suspension of Account

MAAGAP reserves the right to refuse to provide you access to the Portal upon findings of any unusual or suspicious activity in your Account, frequent cancellations of travel insurance policies, failure to remit premium payments, or non-activity in your Account for a period of fifteen (15) days from your last transaction. Lifting of the suspension of account shall be upon the discretion and approval of MAAGAP.

12. Indemnity

You agree to defend, indemnify and hold MAAGAP, its affiliates, partners, service providers, as well as their respective shareholders, directors, officers and employees, harmless from and against all claims, damages, losses, suits, and expenses, including attorneys' fees, arising out of or related to unlawful or unauthorized use of the Portal, or breach of any of the terms and conditions of this Agreement.

13. Amendment

MAAGAP may amend this Agreement unilaterally at any time in its sole discretion and without notice to you.

14. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision is to be regarded as deleted from this Agreement, and the unaffected provisions will remain in full force and effect.

15. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. You agree that any dispute or claim arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of Makati City, Philippines.