

Terms And Conditions

This is an Agreement between you and Paload (known as the “Company”) for use of mobile credit purchasing services (know as “Service”) to purchase prepaid mobile or cellphone credit (known as “Load”) and related Services. Morbie.com, the Web site (known as the “Site”) and Service is subject to your compliance with the terms and conditions set forth below including all exhibits. Paload may revise these terms and conditions from time to time by updating this posting.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SITE. BY ACCESSING OR USING THE SITE OR BY USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SITE.

USE OF SITE

You understand that except for information, products or services clearly indicated as being supplied by the Company, Paload does not operate, control, or endorse any information, products or services on the Internet in anyway. You also understand that Paload cannot and does not guarantee or warrant that files available for downloading through the Site will be free of viruses, worms or other code that may be damaging. You are responsible for implementing procedures to satisfy your particular requirements and for accuracy of data input and output.

OPERATING GUIDELINES

You agree (1) not to post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person; (2) not to post or transmit any message, data, image or program which is pornographic in nature; (3) not to interfere or disrupt this Site or networks connected to this Site; (4) not to post or transmit any file which contains viruses, worms or any other contaminating or destructive features; (5) not to use the Site to collect or obtain personal information, including without limitation, financial information, about other users of the Site; (6) not to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; (7) not to use the facilities and capabilities of the Site to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others; (8) not to send automated request of any kind to Morbie’s system without express permission in advance from the Company. You agree to comply with all policies and procedures connected to the Site.

COPYRIGHTS, INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

The Company owns all content on the Site. You may access, print and download portions of material from different areas of the Site solely for your non-commercial use. The information on the Site may not be altered, distributed or displayed without the express consent of Paload. Paload may change the content of the Site at any time, without prior notification, and will not be liable to any party in any way for possible consequences of such changes. The trademarks, trade names, service marks and products referenced on this Site (“Marks”) are protected in the United States, the Philippines and internationally. The use or misuse of the Marks, except as permitted herein, is expressly prohibited and may be in violation of copyright law, trademark law, the law

of slander and libel, the law of privacy and publicity, and communications regulations and statutes.

LINKS

The Site may provide links or references to other sites. The Company shall have no responsibility for the content of such other sites, nor have any liability for any damages or injury arising from your access to, or use of content on, such other sites. The Company has no knowledge of information contained in such other sites or the policies applicable to your access to, and use of, such other sites. The Company takes no responsibility whatsoever for such information or policies and accepts no liability for any damages resulting from your access to or use of such other sites. The Company reserves the right to terminate any link or linking program at any time. The Company does not endorse companies or products to which it links and reserves the right to not as such on its web pages. If you decide to access any of the third party sites linked to the Site, you do so entirely at your own risk.

BILLING INFORMATION

Registration may be required for you to access or use any or all of the Services offered by the Company. You must provide accurate, current and complete information as requested on the "Billing Information" page. You acknowledge you are of legal age, provided true information and are fully authorized to sign on behalf of the entity requesting Service.

SERVICE AVAILABILITY

The Company may choose not to provide Service to countries, carriers or individuals at its sole discretion. In addition, at any time the Company may prevent use of Service for any reason, including fraudulent usage patterns, excessive usage, billing irregularities and unlawful use. If your credit card is invalid, expired or declined by the issuer at the time a charge authorization is attempted, you will not be able to use the Service. You will not be able to use the Service again until a valid and approved payment method is provided to the Company.

CHARGES

You are responsible for paying all charges to your account including but not limited to: Load purchase, features, any taxes, surcharges or other fees. If you use any Service on behalf of an entity but were unauthorized to do so, you will be personally responsible for all charges to the account and will be fully bound by this Agreement as though you had made use of the Service on your own behalf. All charges for Load will be in U.S. dollars. The Company will also publish the amount of Load to be received by your chosen recipient in their local currency.

In the case that Paload includes a Service that involves sending of SMS or text messaging, Paload will not charge any additional fees for text messaging but your mobile carrier's standard text messaging charges will apply for use. You are advised to consult your carrier's service plan to determine applicable charges for using text messaging. To prevent incoming text messages from the Company you may request incoming text messages be blocked in writing or contacting our customer service department at the email provided in the Contact Us section of Morbie.com

BILLING AND PAYMENT

All charges will be automatically placed to your credit card for the amount of Load successfully

purchased at the time of purchase. No additional notice or consent will be required for charging Service use to your credit card. In some rare instances the mobile phone recipient may be unable to receive all or a portion of the Load you try and send. In these cases, Morbie only charges for the amount of Load added to the Philippine recipient's phone. The merchant name Morbie will appear on your credit card statement for purchase of Load or any additional paid Services you may use from the Company. All transactions are final with no refund or exchange permitted. You are responsible for the mobile number you purchase Load for and all charges that result from those purchases. The Company is not responsible for any purchase of Load for an incorrect mobile number.

DISPUTES

All charges incurred for Services must be paid in full regardless of the status of any objection. Disputed transactions can be addressed by contacting Paload customer service department by email. All disputes must be received within 7 days from the date of purchase. If these requirements are not met you will waive any objections.

SERVICE TERM AND TERMINATION

Failure to pay any amount owed to us, or if you breach any representations to us or fail to perform any of the promises you made in this Agreement, or if you are subject to any proceeding under the Bankruptcy Act or similar laws, you will be in default and we may, without notice to you, suspend Service and/or terminate this Agreement. You agree to pay all cost including reasonable attorney fees, collection fees and court costs we incur in enforcing this Agreement through any appeal.

CANCELLATION OF SERVICE

You may cancel Service at any time. You may do so by sending an email to Paload Customer Service. Service will be cancelled within 3 business days of receipt of notice. You are responsible for all charges until your Service has been cancelled in addition to any past due amounts that may be owed and remain due until collected.

AFFILIATE SALES FRAUD

Anyone found to be committing fraud will have their accounts suspended and all funds frozen.

CHANGE TO THIS AGREEMENT

We may amend the terms of this Agreement at any time and without direct notification. It is your responsibility to ensure you check for changes in our Terms And Conditions.

LIMITATION OF LIABILITY

We are not liable for acts or omissions of another service provider, for information provided through your phone, equipment failure or modification, or causes beyond our reasonable control. We are not liable for any accidents or incidents, which result from the use of Service by you or any other person. Our liability and the liability of any underlying carrier for any failure or mistake shall in no event exceed our charges during the affected period. We and any underlying carrier are not liable for any incidental, punitive or consequential damages such as lost profits. We and any underlying carrier are not liable for economic loss or injury to persons or property arising from the use of service. Additionally, in no event will the Company, Company Affiliates,

Content Providers and their respective shareholders be liable for any direct, indirect, special, punitive, incidental, exemplary or consequential damages of any kind (including, but not limited to, economic loss, loss of information or data, interruption, delay or loss of access to or use of the Internet, and the like), arising in any way or any manner from or relating to this Site, errors or omissions in the content or defects in the services provided by Paload hereunder or your access to and use of this Site. THE LIMITATIONS CONTAINED IN THE SITE SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR STRICT LIABILITY, AND REGARDLESS OF THE NATURE OR NUMBER OF CLAIMS OR ACTIONS. This paragraph shall survive termination of this Agreement.

INDEMNIFICATION

You agree to defend, indemnify, and hold us, our affiliates and representatives and any other service provider, harmless from claims or damages relating to this Agreement or your premises or statements made in it and use the Service. This paragraph shall survive termination of this Agreement.

NO WARRANTIES

MORBIE DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SITE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SITE OR ON THE INTERNET GENERALLY, AND WE SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH THE SITE OR ON THE INTERNET GENERALLY. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THE SITE AND ANY INFORMATION MADE AVAILABLE ON THE SITE ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. IN NO EVENT WILL MORBIE BE LIABLE FOR (1) ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE. WE DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTY ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

PRIVACY

We are not liable for any lack of privacy you may experience while using the Service. We have the right to intercept and disclose any transmissions or transactions over our facilities including the Site and our text messaging gateway and to provide subscriber billing records, account detail and related information under certain circumstances (for example, in response to lawful process, warrants, subpoenas or to protect our rights or property.)

INDEMNITY

You agree to indemnify, defend and hold harmless Paload, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Site from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement by you.

ENTIRE AGREEMENT

These general Terms and Conditions represent the entire Agreement between you and the Company and supersedes all prior offers, contracts, agreements and representations. This Agreement supersedes all promises made to you by our customer services team, representatives or employees. If any part of this Agreement is found invalid, the balance remains enforceable.