



SPARKLE APP TERMS OF USE

The terms of this agreement (“Terms of Service”) govern the relationship between you and SparkleStar International Corporation (hereinafter “Sparkle” or “us” or “we”) regarding your use of our software applications, websites, and related services (the “Services”). Use of the Services is also governed by our Privacy Policy, which is incorporated herein by reference. By using the services, you agree to be bound by these Terms and our Privacy Policy (the “Privacy Policy”) above. Parts of the Services may be made available to you subject to additional policies and guidelines that may be posted to our websites and

forums (“Sites”) from time to time, and your use of the Services shall be governed also by such policies and guidelines. These Terms and Privacy Policy, and all policies and guidelines, constitute a legally binding agreement (the “Agreement”) between you and Sparkle in relation to your use of the Services. You represent and warrant that you understand and agree to these Terms and that you are either 18 years of age or more, or you are years of age or more and have your parent(s)’ or legal guardian(s)’ permission to use the Services. The Services are intended for people who are at least years old.

Persons under the age of 13 are prohibited from creating user accounts in the Services.

By registering for, using, or otherwise accessing the services, or any component thereof, in any manner whatsoever, you are consenting to become a party to this agreement and agreeing to be bound by and comply with the terms and conditions herein. Use of the services is conditional upon acceptance of these terms, which affect your legal rights and obligations, do not use these services if you do not agree. If you are a parent or guardian and you provide consent for your child to use the services, you agree to be bound by these terms of use in respect of their use. You accept full responsibility for any unauthorized use of the Services by minors in connection with your account. If have any questions relating to Terms, you can contact us at hello@sparkles.com.ph.

USE OF AND ACCESS TO SERVICES

Subject to certain limitations as described herein, you are granted the right to access our applications, text, files, images, photos, videos, sounds, dietary facts, works of authorship, applications, or any other materials (collectively, “Service Content”) under certain terms and conditions as set forth in this Agreement. Some of the Services are not compatible with all mobile devices and computers. You shall be solely responsible for procuring a compatible device if you wish to use any of the Services offered by us. In order to use the Services, you must obtain access to the Internet and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet and to be able to access the Service Content. Please note that download and use of software content may be subject to an additional license agreement. Subject to your acceptance of these Terms and your compliance with them, Sparkle grants you a limited, non-exclusive, non-transferable license to use and display the Services and related software (only the executable version, excluding source) and any other Service Content for, unless otherwise stated, your personal non-commercial use. You may not use such the same for any purpose other than the permitted use of the Services and related software. You further agree that you will not, and will

not attempt to, copy, or distribute the content of the Services to any other person unless specifically permitted by Sparkle. Your

license to use the Services and related software(s) is automatically revoked if you violate these Terms. Sparkle reserves the right to modify the license granted in this section and the restrictions described in these Terms, including, without limitation, by charging fees therefor and/or making certain features available that may invite you to use the Service Content in a manner not described in these Terms.

However, charging fees will always be subject to your approval. Sparkle may add, change, discontinue, remove, or suspend any of the Service Content at any time, without notice and without liability.

INFORMATION COLLECTION AND USE

Certain areas and functions of the Services require registration, while other areas and functions do not. If you are under you are forbidden to disclose any personal information without appropriate parental or legal guardian approval. We respect your privacy rights and recognize the importance of protecting any information collected about you. Our Privacy Policy as amended from time to time is available above and applicable to these Terms. Privacy Policy defines how, why and to which extent Sparkle and its affiliates collect and use personal and non-personal information in relation to our products and services. By installing, accessing, or using the Services, you consent to these information collection and usage terms, including (where applicable) the transfer of data into a country outside of the Philippines. For further information on the processing of your data, please see our Privacy Policy.

ACCOUNT SECURITY AND INFORMATION

You agree to provide true, accurate, current, and complete information about yourself as prompted by the service registration process (collectively "Registration Data"). You further consent and authorize us to verify your Registration Data as required for your use of and access to the Services, as applicable.

Once registered for the Services, you shall receive a unique user ID and password in connection with your account. You acknowledge that the complete privacy of your data and messages transmitted while using the Service cannot be guaranteed. You are responsible for safeguarding the password that you use to access the Services and you agree not to disclose your password to any third party. You are responsible for any activity using your account, whether or not you authorized that activity. You should immediately notify Sparkle of any unauthorized use of your account. Sparkle reserves the right to suspend or terminate your account at any time and for any reason.

THIRD-PARTY SERVICES

The Services may contain links to third-party websites or resources. Sparkle assumes no responsibility for such third-party services and/or content in third-party services and does not endorse the related content, products, or services. Further, such third-party websites or resources may be subject to the relevant third-party service provider's terms and conditions applicable to use of such third-party services. You are solely responsible for your use of any such websites or resources and you agree to access external locations at your own risk. Also, if we provide you with any software under an open source license, there may be provisions in those licenses that expressly conflict with these Terms, in which case the open source provisions will apply. You agree that Sparkle shall not be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused in any way whatsoever related to any such external location and you hereby irrevocably waive any and all claims related thereto against Sparkle.

PAYMENTS

You may access parts of Service(s) for free, and other services and products require payment of subscription and/or other fees. By choosing to access the paid content and making the payment you authorize us to charge your credit card or other approved payment facility for all the costs and charges (including any additional payment processing fees which may be applicable) you incur by choosing to access the paid content. Fees may be based on one-time or renewing payments as more fully described in the Service. If you choose to sign up for a monthly or other timely based membership you understand and authorize that your account will automatically renew until cancelled, and give permission for such billing transactions to take place. You are responsible for all applicable fees and charges incurred, including applicable taxes, and all subscriptions made by you or by anyone that has used your account(s), including your family members or friends. Please note that we may use a third-party payment processor to facilitate your payments. If you make a purchase through the Apple iTunes Store or our iPhone or iPad applications your purchase will be subject to Apple's applicable payment policy.

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By providing payment information to us, you represent that the payment information is valid. Billing & renewals. Our subscription plans are billed as one payment for the term. This means, for example, that if you purchase a monthly plan, you will be charged for the full month's payment each month; if you purchase a yearly plan or monthly plan, you will be charged for the entire year or monthly term at one time. The pricing terms applicable to your account may vary depending on promotions, type of subscription and the term you select at the time of purchase. When you register for paid-for parts of our Service(s), including any services and products that require payment of subscription and/or other fees, you may be eligible for a free trial period for your purchases. This may vary depending on promotions, type of subscription and the term you select at the time of purchase. At the end of the free trial period your subscription for such paid-for parts of our Service(s) will continue as a paid-for subscription billed on a recurring basis until you cancel your paid-for subscription (turn off automatic renewal in your user preferences in the Service). If you cancel your paid-for subscription, then your subscription will continue only for those parts of our Service(s) that you may access for free. If you have registered for a paid-for subscription, you may however change your mind and receive a full

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Refunds

Except as specifically provided otherwise, any payments are always final and non-refundable, however, without limiting the possibility of a refund (if any) from the application store (in accordance with the relevant terms and conditions applicable to purchases from that application store. The monthly and yearly recurring plans or any one-time payments and features for use in the Services is a service that commences immediately upon our acceptance of your purchase.

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Unless otherwise specified in writing on the Services, all materials that are part of the Services (including past, present and future versions), including, without limitation: graphics; layout; text; images; audio and/or video; designs; advertising copy; logos; domain names; trade names and marks; service marks and trade identities; any and all copyrightable material (including source and object code); the “look and feel” of the Services; the compilation, assembly and arrangement of the materials of the Services; and all other Service Content are owned, controlled or licensed by Sparkle and are protected from unauthorized use, copying and dissemination by copyright, trademark, patent, publicity and other laws, rules, regulations and international treaties. Your use of the Service Content is governed by these Terms. Copyright to third-party content appearing on the Services are the property of their respective owners. Sparkle are trademarks and service marks of SparkleStar International Corporation or its parent or its or their affiliates. All other trademarks and service marks appearing on the Services are the property of their respective owners, including, in some instances, us. All rights are reserved. Except as expressly provided in these

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USER GENERATED CONTENT

You may at times be able to transmit your material to the Service. Any communications or materials you transmit to Sparkle as part of the Service, by an application, website, e-mail or otherwise including, without limitation, data, questions, comments, ideas, images, videos, writings, Diet/Food, sounds, audiovisual effects, artwork, design elements, graphics, suggestions, concepts, biographical information, notes or chat or message postings, will be treated as public and nonproprietary. The Services may invite you to participate in blogs, message boards, online forums and other functionality and may provide you with the opportunity, to create, submit, post, display, transmit, perform, publish, distribute, broadcast, and comment on content and materials to Sparkle and/or to or via the Services, including, without limitation, text, writings, compositions, notes, videos, photographs, videos, graphics, comments, suggestions or personally identifiable information or other material (collectively, excluding Service Content , “User Content”). Except as otherwise described in the Privacy Policy you agree that your User Content will be treated as non-confidential and nonproprietary and will not be returned. You acknowledge and agree that Sparkle will not have any obligation to review, monitor, display, archive, maintain, accept or exploit any User Content. Sparkle does not endorse any User Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein.

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Restrictions of use

As a user of the Services, you agree that your User Content, and your conduct on the Services will not: a) include any offensive comments that are connected to race, national origin, gender, sexual preference or physical handicap; b) include profanity or any obscene, indecent, pornographic, sexual or otherwise objectionable content or language; c) violate the contractual, personal, intellectual property or other rights of any party, or promote or constitute illegal activity; In addition, your activities on the Services and in connection with the Service Content not: a) reveal any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual b) attempt to impersonate any other party c) trick, defraud or mislead other users d) engage in any commercial activities, including, without limitation, any attempt to raise money for anyone or advertise or promote a product, service, pyramid scheme or other multi-tiered marketing scheme e) violate these Terms; or any local, state, federal or international law, rule or regulation or any other requirements or restrictions posted by Sparkle on the Services f) upload or transmit (or attempt to upload or to transmit) viruses,

Trojan horses or other material that interferes with any party's uninterrupted use and enjoyment of the Services, the Service Content, the User Content or modifies, impairs, disrupts, alters or interferes with

the use, features, functions, operation or maintenance of the Services, the Service Content or the User Content) copy or adapt the object code of the Service's software, HTML, JavaScript or other code h) reverse engineer, decompile, reverse assemble, modify or attempt to discover any source code that the Services create to generate its web pages or any software or other products or processes accessible through the Services i) upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism j) except as may be the result of standard search engine or Internet browser usage, use or launch any automated system, including,

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Sparkle will terminate the accounts of any users who repeatedly use the Services to infringe copyright. If you discover any content in the Service that you believe infringes your copyright ("Disputed Content"), please report this to Sparkle, as follows: a) You may send Sparkle a written copyright infringement notification. Please make sure that you include the following information in your notification: a. your full name and contact information (address and telephone number, a valid email address, as well as your Sparkle or Sparkles.com.ph username, if applicable); b. an itemization

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INDEMNIFICATION

You agree to defend, indemnify and hold harmless, Sparkle, its affiliates, and their respective officers, directors, employees, agents, licensors, representatives, and third party providers to the Services from and against all claims and expenses, including attorneys' fees and costs, arising from, incurred as a result of, or in any manner related to any claim or action based upon (a) your breach of, or failure to comply with, the terms and conditions of this Agreement, (b) your use of the Services, and/or (c) the use of the Services by any other person using your IDs. You agree that the provisions in this paragraph will survive any termination of your account(s) or the Services.

FORCE MAJEURE

Sparkle shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Sparkle, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond Sparkle's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

CHANGE OF TERMS

Sparkle reserves the right to change or modify these Terms at any time, so please review it frequently to be aware of Changes (as defined herein). Sparkle has the right, at any time, to: a) add, change or discontinue the Services, or any aspect or feature of the Services, including, but not limited to, content, financial terms, availability and equipment needed for access or use b) impose, change or modify its terms and conditions applicable to your use of the Services, or any part thereof; and/or c) to impose, change or modify the terms and conditions of these Terms ("Changes"). Such Changes shall be effective immediately upon notice by posting the Changes on Sites or by any other method of notice we deem appropriate (including email). Sparkle will, however, notify users by posting a note on our Sites of any substantial changes to these Terms. Your continued use of the Services shall constitute your acceptance of the changed Terms. If as a result of changes or modifications made in the Terms or the Privacy Policy

you are no longer agreeing to either one of them, you must stop using our Services when the changes become effective.

TERMINATION

You may terminate this Agreement by deleting your account and thereafter by ceasing to use the Services. If you have any subscription, and terminate this Agreement before the end of your such subscription, we are unable to offer any refund for any unexpired period of your subscription. Sparkle may suspend your access to the Services and/or terminate this Agreement at any time if (i) you are deemed to be a repeat infringer as described above; (ii) in any way breach any provision of these Terms or related policies or guidelines; (iii) Sparkle elects at its discretion to cease providing access to the Services in the jurisdiction where you reside or from where you are attempting to access the Services, or

(iv) in other reasonable circumstances as determined by Sparkle at its discretion. Upon termination for any reason, you must cease all use of the Services. Your termination for any reason shall not release you from any liabilities or obligations set forth in these Terms which (a) have expressly been stated as surviving any such termination or expiration, or (b) remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration. We also reserve the right to delete your account with no active paid subscriptions if no activity is conducted by you in relation to the account for 180 or more days. In such event, you will no longer be able to access and/or use any paid-for features associated with that account and no refund will be offered to you in relation to the same. Sparkle reserves the right to discontinue any aspect of the Services at any time.

GOVERNING LAW AND DISPUTE RESOLUTION

These Terms will be governed by the laws of Philippines without reference to its choice of law rules. The United Nations Convention for the International Sale of Goods shall not apply. Any dispute, controversy or claim arising out of or relating to these Terms or the breach, termination or validity thereof shall be finally settled at District Court of Manila having the sole jurisdiction. YOU AGREE THAT YOU MAY BRING

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