

Welcome to the EVSU Student Portal for students. This EVSU Student Portal is the Free Higher Education Electronic Platform for the online registration of EVSU students that requires the upload of relevant personal information for the Free Higher Education of the RA 10931 otherwise known as the Universal Access to Quality Tertiary Education Act of 2017.

The following Terms of Use for the Free Higher Education in the EVSU Student Portal is a legal contract between You, as a student of the University and the Eastern Visayas State University (EVSU) regarding Your use of the EVSU Student Portal.

PLEASE READ CAREFULLY THE FOLLOWING TERMS OF USE FOR THE FREE HIGHER EDUCATION. BY REGISTERING OR USING THE EVSU STUDENT PORTAL, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY ADDITIONAL GUIDELINES AND FUTURE MODIFICATIONS (COLLECTIVELY, THE “TERMS”).

ARBITRATION NOTICE: UNLESS YOU OPT OUT OF ARBITRATION WITHIN 30 DAYS OF THE DATE YOU FIRST AGREE TO THESE TERMS BY FOLLOWING THE OPT-OUT PROCEDURE SPECIFIED IN THE “DISPUTE RESOLUTION” SECTION BELOW, AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE “DISPUTE RESOLUTION” SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND EVSU WILL TO BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU ARE WAIVING YOUR RIGHT TO A TRIAL OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

1. Eligibility.

All bonafide students of EVSU are eligible to use the EVSU Student Portal. BY USING THE EVSU Student Portal, YOU REPRESENT THAT You meet the eligibility requirements in this Section.

2. Privacy-What Personal Information We Collect and How We Use It.

Personal Information - is any information from which the identity of an individual can be reasonably and directly ascertained, or when put together with other information would directly and certainly identify an individual, such as name, gender, date of birth, address, telephone/mobile number, email address, proof of identification, etc. This information will be used in the Opt

Out Form OR Free Higher Education and Voluntary Contribution Form for the Universal Access to Quality Tertiary Education Act of 2017.

Non-Personal Information - is any information that does not identify you individually, and includes statistical and analytical data, and anonymous and aggregate reports that are required for the Act.

You acknowledge and agree that we own the Non-Personal Information.

3. Rights of Access, Rectification, and Restrictions.

You may access anytime and rectify your personal data. Although EVSU Student Portal makes good faith efforts to provide Individuals with access to their Personal Information, there may be circumstances in which EVSU Student Portal determines that access should be restricted in any particular instance, we will provide you with an explanation of why that determination has been made and a contact point for any further inquiries. To protect your privacy, EVSU Student Portal will take commercially reasonable steps to verify your identity before granting access to or making any changes to your Personal Information.

4. Retention.

The EVSU Student Portal retains the Personal Information we receive for as long as you use our Websites or as necessary to fulfill the purpose(s) for which it was collected, enforce our agreements and comply with applicable laws.

5. Security.

The security of all Personal Information provided to EVSU Student Portal is important to us, and we will take reasonable steps designed to protect your Personal Information. Unfortunately, no data transmission over the Internet or storage of information can be guaranteed to be 100% secure. As a result, while we strives to protect your Personal Information, we cannot ensure or warrant the security of any information you transmit to EVSU Student Portal, and you do so at your own risk. You are responsible for maintaining the secrecy of your own passwords. If you have reason to believe that your passwords or Personal Information is no longer secure, please promptly notify us at ict@evsu.edu.ph.

6. Redress/Compliance and Accountability.

If after reviewing this Term of Use and Free Higher Education Agreement, you would like to submit a request or you have any questions or privacy concerns, please contact us at ict@evsu.edu.ph.

The EVSU Student Portal will address your concerns and attempt to resolve any privacy issues in a timely manner.

7. Modification of these Terms and the EVSU Student Portal.

The EVSU reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms or any additional terms at any time. If we do so, we'll let you know either by posting the modified Terms on the Portal or through other communications. Please check these Terms and any Guidelines periodically for changes. It's important that you review the Terms whenever we modify them because Your continued use of the EVSU Student Portal after the posting of changes constitutes Your binding acceptance of such changes.

8. Prevention of Unauthorized Use.

The EVSU Student Portal reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized use of the portal, including, but not limited to, technological barriers, IP mapping, and directly contacting Your Internet Service Provider (ISP) regarding such unauthorized use.

9. Prohibited Conduct.

BY USING THE EVSU STUDENT PORTAL YOU AGREE NOT TO:

9.1 use the EVSU Student Portal for any purposes other than as compliance to the Universal Access for Quality Tertiary Education Act requirements;

9.2 post, upload, or distribute any defamatory, libelous, or inaccurate User Comments, or other content;

9.3 post, upload, or distribute any User Comments or other content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, invasive of another's privacy, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;

9.4 impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the EVSU Student Portal accounts of others without permission, forge another persons' digital signature, misrepresent the source, identity, or content of information transmitted via the portal, or perform any other similar fraudulent activity;

9.5 make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the portal. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;

9.6 use the EVSU Student Portal for any illegal purpose, or in violation of any institutional, local, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;

9.7 defame, harass, abuse, threaten or defraud Users of the EVSU Student Portal, or collect, or attempt to collect, personal information about Users or third parties without their consent;

9.8 remove, circumvent, disable, damage or otherwise interfere with DRM and other security-related features of the EVSU Student Portal features that prevent or restrict use or copying, printing, or sharing of any content accessible through the portal, or features that enforce limitations on the use of the portal or any content available via the portal;

9.9 reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the EVSU Student Portal or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

9.10 modify, adapt, translate or create derivative works based upon the EVSU Student Portal or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

9.11 intentionally interfere with or damage operation of the EVSU Student Portal or any user's enjoyment of any part thereof, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;

9.12 relay email from a third party's mail servers without the permission of that third party;

9.13 use any robot, spider, scraper, or other automated means to access the EVSU Student Portal for any purpose or bypass any measures the portal may use to prevent or restrict access to the EVSU Student Portal;

9.14 forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the EVSU Student Portal;

9.15 interfere with or disrupt the EVSU Student Portal or servers or networks connected to the portal, or disobey any requirements, procedures, policies or regulations of networks connected to the EVSU Student Portal; or

9.16 post, upload or distribute marketing material, advertisements, spam, content designed to aid search engine optimization, content in HTML format with links or redirects, or other content that in EVSU Student Portal's sole opinion detracts from the portal's main essence.

10. Account

When You use the EVSU Student Portal to print content, download content, or otherwise access content or use any information from the portal, You may be asked to create an account and provide a password. You are solely responsible for maintaining the confidentiality of Your account and password and for restricting access to Your computer, and You agree to accept responsibility for all activities that occur under Your account or password. You agree that the information You provide to EVSU Student Portal on registration and at all other times will be true, accurate, current, and complete. You also agree that You will ensure that this information is kept accurate and up-to-date at all times. If You have reason to believe that Your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of Your account ID, password), then You agree to immediately notify EVSU Student Portal by emailing ict@evsu.edu.ph. You may be liable for the losses incurred by EVSU Student Portal or others due to any unauthorized use of Your EVSU Student Portal account.

11. Third-Party Sites, Products and Services; Links.

The EVSU Student Portal may include links or references to other web sites or services solely as a reference. Unless otherwise expressly stated by EVSU Student Portal, the portal does not endorse any such Reference Sites or the

information, materials, products, or services contained on or accessible through the Reference Sites. Access and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at Your own risk.

12. Termination; Terms of Use Violations.

12.1 EVSU Student Portal.

You agree that EVSU Student Portal, in its sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof) You may have with EVSU Student Portal or Your use of the EVSU Student Portal and remove and discard all or any part of Your account, User profile, and any content, at any time and without notice to You. EVSU Student Portal may also in its sole discretion and at any time discontinue providing access to the EVSU Student Portal, or any part thereof, with or without notice. You agree that any termination of Your access to the EVSU Student Portal or any account You may have or portion thereof may be effected without prior notice, and You agree that EVSU Student Portal will not be liable to You or any third party for any such termination. Any suspected fraudulent, abusive, or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies EVSU Student Portal may have at law or in equity.

12.2 You.

Your only remedy with respect to any dissatisfaction with (i) the EVSU Student Portal, (ii) any term of these Terms, (iii) any content or information transmitted through the EVSU Student Portal, is to contact the EVSU Student Portal for your complaints. Once You cancel Your Account You become non-compliant to the requirement for availment of the benefits in the Universal Access to Tertiary Education Act of 2017

13. Ownership; Proprietary Rights.

The EVSU Student Portal is owned and operated by the EVSU. The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), products, services, and all other elements of the EVSU Student Portal provided by EVSU (the "Materials") and are in accordance with all relevant intellectual property and proprietary rights, and applicable laws. EVSU Student Portal acknowledges that You retain ownership of any User Comments You may post via the portal and its

corresponding liability. EVSU Student Portal reserves all rights not expressly granted in these Terms.

14. Indemnification.

You agree to indemnify, save, and hold EVSU, its external campuses, employees, agents and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of Your use or misuse of the EVSU Student Portal, any violation by You of these Terms, or any breach of the representations, warranties, and covenants made by You herein. The EVSU reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify EVSU, and You agree to cooperate with EVSU defense of these claims. EVSU will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

15. Disclaimers; No Warranties.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE EASTERN VISAYAS STATE UNIVERSITY (EVSU) DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EVSU OR THROUGH THE EVSU STUDENT PORTAL WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 15, THE TERM EVSU INCLUDES EVSU'S OFFICERS, DIRECTORS, EMPLOYEES, STUDENTS, AGENTS, LICENSORS AND SUBCONTRACTORS.

16. Limitation of Liability and Damages.

16.1 Limitation of Liability.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL EVSU OR ITS EMPLOYEES, STUDENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT

ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE MATERIALS AND CONTENT ON THE EVSU STUDENT PORTAL OR ANY REFERENCE SITES, OR ANY OTHER INTERACTIONS WITH EVSU, EVEN IF EVSU OR AN EVSU AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.2 Limitation of Damages.

IN NO EVENT WILL THE TOTAL LIABILITY OF EVSU OR ITS EMPLOYEES, STUDENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS, YOUR USE OF THE EVSU STUDENT PORTAL OR YOUR INTERACTION WITH OTHER PORTAL USERS (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE EVSU STUDENT PORTAL DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

16.3 Limitations by Applicable Law.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION WHERE YOU ARE LOCATED.

17. Dispute Resolution.

17.1 Governing Law.

These Terms will be governed by and construed in accordance with the laws of the Philippines, without giving effect to any principles of conflicts of law.

17.2 Agreement to Arbitrate.

You and EVSU agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the EVSU Student Platform or content available on the EVSU Student Platform (collectively, “Disputes”) will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an “IP Protection Action”). Without limiting the preceding sentence, You will also have the right to litigate any other Dispute if You provide EVSU with written notice of Your desire to do so by email or regular mail at EVSU, Salazar St., Tacloban City within thirty (30) days following the date You first agree to these Terms (such notice, an “Arbitration Opt-out Notice”). If You don’t provide EVSU with an Arbitration Opt-out Notice within the thirty (30) day period, You will be deemed to have knowingly and intentionally waived Your right to litigate any Dispute except as expressly set forth in clauses (i) and (ii) above. The exclusive jurisdiction and venue of any IP Protection Action or, if You timely provide EVSU with an Arbitration Opt-out Notice, will be the municipal and regional trial courts located in the Region 8 and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

17.3 Class and Representative Action Waiver.

Unless You timely provide EVSU with an Arbitration Opt-out Notice, **You acknowledge and agree that You and EVSU are each waiving the right to a trial or to participate as a plaintiff or class member in any purported class action or representative proceeding.** Further, unless both You and EVSU otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this “Dispute Resolution” section will be deemed void. Except as provided in the preceding sentence, this “Dispute Resolution” section will survive any termination of these Terms.

18. Miscellaneous.

18.1 Notice.

EVSU may provide You with notices, including those regarding changes to the terms, conditions and agreement, by email, regular mail, or postings on the EVSU Student Portal. Notice will be deemed given twenty-four hours after email is sent, unless EVSU is notified that the email address is invalid. Alternatively, we may give You legal notice by mail to a postal address, if provided by You through the EVSU Student Platform. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the EVSU Student Platform is deemed given ten days following the initial posting.

18.2 Waiver.

The failure of EVSU to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by EVSU.

18.3 Severability.

If any provision of these Terms or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

18.4 Entire Agreement.

These Terms are the entire agreement between You and EVSU relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to these Terms made by EVSU as set forth in section 7 above.

18.8 Claims.

YOU AND EVSU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE EVSU STUDENT PORTAL MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.