

#### ONLINE REVIEW PROGRAM TERMS AND CONDITIONS

These **TERMS AND CONDITIONS** govern the Online Review Program offered by **KIPPAP LEARNING CORP.**, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 42 K-1st St., Kamuning, Quezon City (hereinafter referred to as "**KIPPAP**") to You, the **STUDENT**, an enrollee in **KIPPAP's** Online Review Program (each of **KIPPAP** and the **STUDENT**, a "Party", and collectively the "Parties").

#### SECTION 1. REVIEW SERVICES AND PLATFORM ACCESS

**KIPPAP** agrees to provide the **STUDENT** review services in preparing for Licensure Exams in the Philippines. These services are provided through an Online Review Program, hereinafter referred to as the "**PROGRAM**." The **PROGRAM** includes: (a) access to a range of learning materials, including, but not limited, recorded video lectures, physical handouts, books, and online practice assessments, and; (b) a messaging platform to connect the **STUDENT** with **KIPPAP** instructors.

To facilitate these services, **KIPPAP** utilizes various online platforms, including, but not limited to, the proprietary Student Portal, Mobile App, LMS Website, and third-party applications such as Discord and Zoom. The **STUDENT** is responsible for registering and managing his or her accounts on all platforms, including Zoom and Discord, to ensure access to **KIPPAP's** review materials. Familiarity with each platform is recommended for a seamless learning experience.

Access to the **PROGRAM** shall commence after payment has been made in accordance with Section 3 of these Terms and Conditions and shall last until the date before the Licensure Exam, unless enrollment is transferred or extended, or is otherwise terminated, in accordance with the pertinent provisions of these Terms and Conditions.

## SECTION 2. REVIEW PROGRAM PROGRESSION REQUIREMENTS

The **PROGRAM** is designed around structured progression milestones to ensure thorough preparation. Each phase builds on the previous, offering a comprehensive and strategic approach to exam preparation. Failure to complete the progression milestones may result in restricted access to subsequent course materials.

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#### **SECTION 3. PAYMENT**

The **STUDENT** shall be given full access to the **PROGRAM** only after he or she has paid either the full payment or the first payment for monthly installment.

Should the **STUDENT** avail the monthly installment option, the **STUDENT** agrees to make timely payment of each installment (i.e., payment is made one month after the last payment made). Timely payment of each installment is necessary to maintain access to the **PROGRAM**. Should the **STUDENT** fail to make a timely payment of an installment, his or her access to the **PROGRAM** shall be suspended after due notice.

#### **SECTION 4. CHANGES IN MATRICULATION**

The **STUDENT** acknowledges that his or her chosen package is non-negotiable and non-refundable, unless otherwise agreed upon by the Parties.

## A. Change of Package

- a. **Upgrade of Package** The **STUDENT** may request for an upgrade of his or her selected package. An upgrade refers to converting the selected package to a higher tier package (e.g. Final Coaching Package to Full Package). Upgrading shall be allowed subject to **KIPPAP's** approval of the **STUDENT's** request. Should the request be approved, the **STUDENT** must pay the balance between the selected package and the higher tier package based on the prevailing rates of the latter at the time the request is approved.
- **b. Downgrade of Package -** The **STUDENT** may not request for a downgrade (i.e., converting the selected package to a lower tier package) of his or her selected package.

#### **SECTION 4. EQUIPMENT FOR ONLINE REVIEW**

The **STUDENT** is advised that certain specifications of devices are essential for attending the **PROGRAM's** live online sessions and viewing of the lecture videos.

## Minimum Laptop Requirements:

- Processor: 4-core processor (e.g., Intel Core i3/i5/i7 or AMD equivalent)
- Operation System: Latest version of Windows 10 or macOS
- RAM: At least 8 GB
- Storage: Minimum 256 GB SSD

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- Webcam, Microphone, and Speakers: Standard web camera, microphone, and speakers (or a headset)
- Internet Connection: Stable internet connection with at least 10 Mbps download speed

#### Additional Considerations:

- Battery Life: Ensure the laptop has a decent battery life to last through longer study sessions
- Screen size: A screen size of at least 13 inches is recommended for comfortable viewing
- Durability: Look for a laptop that is durable and can withstand regular use

## Minimum Mobile Phone Requirements

- Processor: Qualcomm Snapdragon 665 or equivalent.
- RAM: Minimum 4GB (recommended: 6GB or more).
- Storage: Minimum 128GB (recommended: 256GB or more).
- Display: HD resolution (720p) or higher, with a screen size of at least 6 inches.
- Battery: Minimum capacity of 3000mAh.
- Operating System: Android 10 or newer, or one of the two most recent iOS versions.

**KIPPAP** shall not be held liable for any technical issues that may arise by not meeting these specific requirements.

#### **SECTION 5. COMMUNICATION**

**KIPPAP** shall utilize Student Portal, the Kippap Mobile App and Web App for all announcements and reminders. In case of any downtime on these platforms, **KIPPAP** shall post updates in our Messenger Community chat.

It is the **STUDENT's** sole responsibility to ensure that he or she has access to these platforms and is able receive the necessary notifications. **KIPPAP** shall not be held liable for any missed sessions due to the **STUDENT's** inability to access updates.

Should the **STUDENT** have any questions or concerns regarding usage of the Kippap LMS Website, Mobile App, Student Portal, he or she may send an email to <a href="mailto:kippap.assist@gmail.com">kippap.assist@gmail.com</a>

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## SECTION 6. SCHEDULE, ATTENDANCE, AND CANCELLATIONS

The **STUDENT** agrees to adhere to the review schedule provided by **KIPPAP** and to attend all live sessions punctually. However, **KIPPAP** reserves the right to announce the postponement or cancellation of a class due to safety concerns such as, but not limited to, extreme natural disasters, power outages, power interruptions, and disease outbreaks, or unforeseen events beyond **KIPPAP's** control.

# SECTION 7. STUDENT OBLIGATIONS, BEHAVIOR, AND DISCIPLINE

The **PROGRAM** is a learning environment dedicated to preparing students for the Licensure Exams in the Philippines. The **STUDENT** is expected to conduct himself or herself appropriately throughout the duration of the **PROGRAM**. The **STUDENT** shall observe proper decorum at all times and shall refrain from inappropriate actions, which include, but are not limited to:

- Disruptive behavior during live sessions, including unnecessary noise, inappropriate screen sharing, or persistent interruptions
- Using offensive language, making inappropriate comments, or engaging in harassment or bullying towards instructors or fellow students in any program platform
- Unauthorized sharing of access credentials, recording, or distribution of class materials
- Violating **KIPPAP's** intellectual property rights or using program platforms for unrelated/commercial activities
- Failing to maintain professional conduct, including disregarding warnings to modify disruptive behavior

The **STUDENT** shall be apprised of any violation of this Section. Continued violation despite the warning shall result in the **STUDENT's** expulsion from the **PROGRAM**, without prejudice to **KIPPAP's** right to avail of and exercise any and all legal remedies and protections provided by law, which include, but is not limited to, the filing of administrative, civil, and criminal actions as the case may be. Refunds shall not be allowed in case of expulsion.

#### SECTION 8. MATERIALS AND INTELLECTUAL PROPERTY

All review materials provided by **KIPPAP** are for the exclusive use of the **STUDENT** and may not be reproduced, distributed, or shared without **KIPPAP's** express written consent. The **STUDENT** acknowledges that all intellectual property rights associated with the review materials belong exclusively to **KIPPAP**.

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Unauthorized recording and/or distribution of materials—including, but not limited to, handouts, videos, problem sets, online review sessions, discussion slides/notes, and test-related content—is strictly prohibited. **KIPPAP** reserves the right to avail of and exercise any and all legal remedies and protections provided by law in case of violation of this Section, which include, but is not limited to, the filing of administrative, civil, and criminal actions as the case may be.

Lost printed handouts may be replaced for a fee of **Php 500**, exclusive of shipping costs.

#### **SECTION 9. CONFIDENTIALITY**

Both Parties agree to keep and hold, in strict confidence from any person, all documents and information exchanged throughout the **PROGRAM**. This obligation shall survive even after the termination of the **STUDENT's** enrollment under the **PROGRAM**.

Collection and processing of the **STUDENT's** personal information shall be governed by the **KIPPAP PRIVACY POLICY**, attached hereto as **Annex** "A".

#### **SECTION 10. LIMITATION OF LIABILITY**

**KIPPAP** shall not be held liable for any damages arising out of or related to the review services provided under the **PROGRAM**.

#### SECTION 11. AMENDMENTS TO THESE TERMS AND CONDITIONS

**KIPPAP** reserves the right to, at its sole discretion, amend, modify, and/or revise these Terms and Conditions at any time and for any reason deemed necessary. Any such amendment, modification, and/or revision will be effective immediately upon being posted, unless otherwise specified. The **STUDENT** is expected to keep himself or herself aware and updated of any amendments, modifications, and/or revisions to these Terms and Conditions once they are posted. Continued enrollment in the **PROGRAM** after amendments, modifications, and/or revisions have been posted constitutes acceptance of the amended, modified, and/or revised Terms and Conditions.

## **SECTION 12. GOVERNING LAW AND DISPUTES**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of the Philippines. As far as practicable, any dispute arising out of or in connection with this Terms and Conditions shall be resolved through arbitration in the Philippines.

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## **SECTION 13. SEVERABILITY**

Should any provision or part thereof of these Terms and Conditions be held to be a violation of any applicable law, the same shall be deemed deleted from these Terms and Conditions. The remainder of these Terms and Conditions not affected shall remain in full force and effect.

## **SECTION 14. CONTACT INFORMATION**

All business transactions must be directed to the Kippap Support Team: Mobile: (+63) 954 366 8201

Email: kippap.assist@gmail.com

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## ANNEX A. KIPPAP PRIVACY POLICY

This Privacy Policy explains how **KIPPAP LEARNING CORP.** ("we", "us", "our", "Kippap") collect, use, disclose, and safeguard your personal information when you participate in our Online Review Program, which includes using our proprietary Student Portal, Mobile App, and Web App, and communicating through third-party applications such as Messenger and Zoom.

## A. Information We Collect

a. When you register for our services, we may collect the following personal information: Full Name, Phone Number, Email Address, School, Year of Graduation, Location, Graduation Picture

#### B. How We Use Your Information

- a. We use the collected information for the following purposes:
  - i. To provide you with our online training services.
  - ii. To communicate with you regarding updates, announcements, and relevant information.
  - iii. To enhance and personalize your learning experience.
  - iv. Sending invitations to access third-party services
  - v. Recording, storing, and generating reports regarding review performance
  - vi. To use your name and picture for promotional purposes, such as marketing materials and testimonials

## C. Data Security

a. We take reasonable steps to protect your personal information from unauthorized access, disclosure, alteration, and destruction. Your data is stored securely, and access is restricted to authorized personnel only. However, we cannot guarantee the absolute security of your data and you agree that Kippap shall not be liable for any unauthorized access, use, or damage that may occur. Unless otherwise required by law, Kippap shall retain your personal information indefinitely for historical and statistical purposes. Where a legal retention period applies, we will securely dispose of the affected records after such a period.

#### D. Data Retention

a. We retain your personal information for as long as necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

## E. Age Limitations



a. Kippap's services are intended for individuals 18 years of age and older. Parental or guardian's consent may be required for minors.

#### F. Data Breach

a. In the event of a data breach that may compromise your personal information, Kippap will notify you and the relevant authorities in accordance with the Data Privacy Act of 2012 and other applicable data protection laws.

## G. Sharing of Information

a. We do not sell, trade, or otherwise transfer your personal information to third parties. Your information is only shared with our trusted partners and service providers who assist us in delivering our services such as assessment tool providers, learning management systems, and data analytics companies. We only share your data with third parties who have agreed to maintain the confidentiality and security of your information.

## H. Your Rights

- a. As a Kippap student, you have the following rights regarding your personal data:
  - i. Access: You have the right to access the personal data we hold about you.
  - ii. Correction: You can request the correction of any inaccurate or incomplete personal data
  - iii. Deletion: You may request the deletion of your personal data by emailing <a href="mailto:kippap.assist@gmail.com">kippap.assist@gmail.com</a>
  - iv. Processing Objections: You can object to the processing of your personal data for specific purposes
  - v. Consent Withdrawal: You may withdraw your consent for Kippap to process your personal data at any time. However, please note that this may impact our ability to provide certain services for you.
- b. To exercise these rights or for any privacy-related inquiries, please contact <a href="mailto:kippap.assist@gmail.com">kippap.assist@gmail.com</a>

# I. Cookies and Tracking Technologies

a. We may use cookies and similar technologies to enhance your experience on our platform. You can adjust your browser settings to block cookies, but this may affect your ability to use our services.



# J. Changes to this Privacy Policy

a. We may update this Privacy Policy to reflect changes in our practices. We encourage you to review this page periodically for the latest information.

## K. Contact Us

a. If you have any questions or concerns about this Privacy Policy or your personal information, please contact <a href="mailto:kippap.assist@gmail.com">kippap.assist@gmail.com</a>