

ONLINE REVIEW PROGRAM TERMS AND CONDITIONS (COLLEGE ENTRANCE TESTS)

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** with review services to help prepare for the College Entrance Tests 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, Web App, and third-party applications such as Messenger and Zoom. The **STUDENT** is responsible for registering and managing his or her accounts on all platforms, including Zoom and Messenger, to ensure access to **KIPPAP**’s review materials. Familiarity with each platform is recommended for a seamless learning experience.

Access to the **PROGRAM** will begin upon payment, as outlined in Section 3 of these Terms and Conditions, and will remain valid for one year from the date of payment—unless enrollment is transferred, extended, or otherwise terminated in accordance with the relevant provisions of these Terms and Conditions.

SECTION 2. REVIEW PROGRAM PROGRESSION REQUIREMENTS

The **PROGRAM** is designed around structured progression milestones to ensure thorough preparation. It includes accomplishing the following key phases on the Student Portal:

- 1) **Learner Profile**
- 2) **Diagnostic Exam**
- 3) **Review Proper** (*access to lecture videos, assessments and modules*)

- 4) Live Lecture Recordings
- 5) Mock Exam
- 6) Final Coaching

Each phase builds on the previous, offering a comprehensive and strategic approach to exam preparation. **The STUDENT must accomplish the above phases in the order provided.** For example, **the STUDENT must begin the PROGRAM by completing his or her Learner Profile.** Access to lecture videos and assessments shall be granted only after completing the Diagnostic Exam. Similarly, students must complete the Mock Exam to **unlock Final Coaching.** Failure to complete the exams may result in restricted access to subsequent course materials.

SECTION 3. PAYMENT

The **STUDENT** agrees to pay **KIPPAP** the following fees for the **PROGRAM** as outlined:

(select the package and payment option)

☐ **Full Package:**

Payment Options	Rates
<input type="checkbox"/> Full Payment	Php 3,999

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

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. Access shall be restored only after payment has been made.

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
- 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, and Student Portal, he or she may send an email to kippap.assist@gmail.com

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 College Entrance Tests 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**.

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..

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 in the Facebook Group, 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.

SECTION 15. 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 13. CONTACT INFORMATION

All business transactions must be directed to the Kippap Support Team:

Mobile: (+63) 954 366 8201

Email: kippap.assist@gmail.com

STUDENT’S CONFORME

I, _____(full name), with residential address at _____
_____(complete residential address), do hereby state:

- ☐ I have read, understood, and agree with the entirety of the Online Review Program Terms and Conditions, including its attachments and annexes, if any;
- ☐ I understand and acknowledge that by signing these Terms and Agreements, I bind myself, my representatives, and my successors-in-interest thereby;
- ☐ I understand and acknowledge that should I violate any of the provisions of these Terms and Conditions, **KIPPAP** may exercise the right at its own discretion to expel me from the **PROGRAM**;
- ☐ I understand and acknowledge that **KIPPAP** may amend, modify, and/or revise these Terms and Conditions, and I understand that continued enrollment in the **PROGRAM** after being made aware of these amendments, modifications, and/or revisions constitutes my acceptance of the amended, modified, and/or revised Terms and Conditions;
- ☐ I undertake to pay the fees for my selected package in the manner of my selected payment option, and;
- ☐ I consent to the processing of my personal data in compliance with the Data Privacy Act of 2012.

FULL NAME	
SIGNATURE	
DATE	
SELECTED PACKAGE AND PAYMENT OPTION	

**If you are under 18 years old, please have your parent or guardian sign*

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, Year of Graduation, School, Location, 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
 - i. 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 kippap.assist@gmail.com
 - 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 kippap.assist@gmail.com

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 kippap.assist@gmail.com