



# PURCHASE ORDER

The SEC Headquarters, 7907 Makati Ave, Salcedo Village  
Bel -Air, 1209 Makati City



Supplier : <u>CD Technologies Asia, Inc.</u>	P.O. No. : <u>2024-1-22</u>
Address/Tel No. : <u>No. 10 San Roque St., Brgy., Kapitolyo, Pasig City</u>	Date : <u>February 23, 2024</u>
Tel. No.: <u>8634-7141</u>	Mode of Procurement: <u>NP-SSAWETMS</u>

Gentlemen:

Please furnish this office the following articles subject to the terms and conditions contained herein:

Place of Delivery: <u>The SEC Headquarters, Makati City</u>	Contract Duration : <u>12 months</u>
Date of Delivery: _____	Payment term: : <u>30 CD</u>

Stock No./ Property No.	Unit	DESCRIPTION	Qty	Unit Cost	Amount
	lot	Subscription to CD Asia Online for 12-Months xxxxxxxxxxxxxxxxxxxxxxxxxxxx As per attached supporting documents:  1 Signed CD Asia Online User Agreement 2 BAC Resolution of Award No. 2024-017 3 Signed Notice of Award dated February 20, 2024  Forming part of this PO are the compliance with the Technical Specifications, Terms and Conditions, the bid and Notice of Award issued.	1	1,121,120.00	1,121,120.00

(Total Amount in Words) <b>One Million One Hundred Twenty-One thousand One Hundred Twenty Pesos</b>	<b>P 1,121,120.00</b>
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In case failure to make full delivery within the time specified above, a penalty of one-tenth (1/10) of (1%) one percent for every day of delay shall be imposed on the undelivered item/s.

Very truly yours,

Conforme: (This also serve as your Notice to Proceed)

*Mary Grace B. Luna*  
MARY GRACE B. LUNA  
 (Signature over printed name)  
MARCH 7, 2024  
 Date

*Ricky M. Abundo*  
RICKY M. ABUNDO  
 (Authorized Official)

Funds Cluster: <u>OSA</u>	ORS/BURS No. : <u>02-206442-2024-02-000596</u>
Funds Available: <u>1,121,120.00</u>	Date of the ORS/BURS: <u>February 29, 2024</u>
<b>DONDIE Q. ESGUERRA</b> Director, Financial Management Department	Amount: <u>₱1,121,120.00</u>



*Please read the CDASIAONLINE.COM User Agreement below. It includes a disclaimer of liability and other important matters of interest to users generally. You acknowledge that you have read and understood the CDASIAONLINE.COM User Agreement, and you agree unconditionally to be bound by the terms and conditions of the CDASIAONLINE.COM User Agreement and all amendments, revisions and additions which we may at our absolute discretion effect from time to time.*

## **CDASIAONLINE.COM USER AGREEMENT**

### **1. ACCEPTANCE.**

By accessing and/or using the services provided through the CDASIAONLINE.COM website ("CDASIAONLINE.COM" or "Services"), you are deemed to have accepted and agreed to be bound by all operational rules and general terms and conditions thereof, including without limitation all the following paragraphs, and to pay any fees associated with the use of CDASIAONLINE.COM Services.

You likewise agree to be bound by any and all laws, rules, regulations and official issuances applicable to CDASIAONLINE.COM, now existing or which may hereinafter be issued, as well as such other terms and conditions governing the use of other facilities, benefits or services which may be made available to you through CDASIAONLINE.COM, or the website of its parent company, CD TECHNOLOGIES ASIA, INC., and its subsidiaries or affiliates.

### **2. USE OF SERVICES.**

The CDASIAONLINE.COM is an electronic legal research service that enables or allows users to access documents, precisely formatted with footnotes and images, gathered from official sources, and provides automatic cross referencing and linking between documents.

When using CDASIAONLINE.COM, you agree that you will not: (1) violate any applicable law, statute, ordinance, rule and regulation; (2) violate any code of conduct or other guidelines which may be applicable for any particular service; (3) use the same to show the personal information of third parties in violation of applicable law, harvest or otherwise collect information about others, including e-mail addresses, create a false identity for the purpose of misleading others or to violate the legal rights of others; and (4) use the same to restrict or inhibit any other user from using and enjoying the services therein.

CDASIAONLINE.COM has no obligation to screen and monitor the services included therein. However, CDASIAONLINE.COM reserves the right to civilly or criminally prosecute you for providing any form of false or misleading information to CDASIAONLINE.COM or for breach of this Agreement or applicable laws and regulations, regardless of the nature of the information.

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Always use caution when giving out any personally identifying information about yourself, your family or any other person in using CDASIAONLINE.COM.

CDASIAONLINE.COM does not control or endorse the content, messages or information found therein. It likewise disclaims any liability with regard to the same as well as any action resulting from your participation therein. Users, managers and hosts are not authorized CDASIAONLINE.COM spokespersons, and their views do not necessarily reflect those of CDASIAONLINE.COM.

### **3. STATEMENTS, VERIFICATION.**

You agree that all disclosures and communications regarding this Agreement and CDASIAONLINE.COM may be made by email and/or by mobile phone. Any electronic disclosure or communication we make will be considered made when it is sent to you.

### **4. ACTIVITIES INVOLVING CDASIAONLINE.COM.**

CDASIAONLINE.COM cannot control or warrant the behavior of the users thereof. As such, your use of CDASIAONLINE.COM and its related services is at your own risk, and CDASIAONLINE.COM disclaims any liability with regard to its use and any actions resulting from your or any other party's participation therein. You hereby agree to release CDASIAONLINE.COM, its service partners, agents, employees, consultants, stockholders, officers and directors from all claims, demands and damages, whether actual or consequential, of every kind, whether known or unknown, disclosed or undisclosed, arising out of or in connection with the use of CDASIAONLINE.COM. CDASIAONLINE.COM reserves the right to cancel any payment at any time for any reason, with or without cause, and reserves the right to prohibit or restrict access thereto to anyone at any time, with or without cause.

### **5. USERS ELIGIBILITY.**

You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement and to use CDASIAONLINE.COM in accordance with all terms and conditions herein.

You agree to be financially responsible for all of your use of CDASIAONLINE.COM, as well as for the use of your account by others, including, without limitation, minors living with you. You agree to supervise and be responsible for all usage of minors of CDASIAONLINE.COM under your name or account.

You also warrant that all information supplied by you or your personnel in using CDASIAONLINE.COM, including, without limitation, your name, email address, street address, telephone number, credit card number, is true and accurate. Failure to provide accurate information may subject you to civil and criminal penalties.

### **6. MODIFICATION OF USER AGREEMENT.**

CDASIAONLINE.COM reserves the right to change the terms, conditions, and notices under which its services are offered, including but not limited to the charges associated with the use of the CDASIAONLINE.COM. You are responsible for regularly reviewing these terms and conditions and additional terms posted on particular websites. Your continued use of CDASIAONLINE.COM constitutes your agreement to all such terms, conditions, and notices.

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## **7. MEMBER ACCOUNT, PASSWORD, AND SECURITY.**

If CDASIAONLINE.COM requires you to register, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You then will choose, or be provided, a username and password. You shall be responsible for updating the information which you have provided to ensure that the information is always current and valid. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify CDASIAONLINE.COM immediately of any unauthorized use of your account or any other breach of security.

CDASIAONLINE.COM will not be liable for any loss or damages that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by CDASIAONLINE.COM or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

## **8. RELATIONSHIP.**

CDASIAONLINE.COM is an independent service provider and as such, does not act on behalf of or as agent of any user. No agency, partnership, joint venture, attorney-client, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement or the use of CDASIAONLINE.COM.

## **9. LIABILITY DISCLAIMER.**

CDASIAONLINE.COM does not guarantee the identity of any user. CDASIAONLINE.COM is not responsible for the conduct, whether online or offline, of any user. CDASIAONLINE.COM is not involved in any transaction between users and other parties. The materials, information and links contained in CDASIAONLINE.COM have been provided for general information purposes only and should not be construed as legal advice. Neither will the transmission nor receipt of materials create an attorney-client relationship or visitor-client relationship with CDASIAONLINE.COM. You shall not act or rely on any information on CDASIAONLINE.COM without seeking the advice of an attorney.

CDASIAONLINE.COM has made reasonable and diligent efforts to ensure that the materials are complete, correct and current. However, the Information, Software, Products, and Services included in or available through CDASIAONLINE.COM may include inaccuracies or typographical errors. Changes are periodically made to the CDASIAONLINE.COM and to the information therein. CDASIAONLINE.COM may make improvements and/or changes in the website or Services at any time.

CDASIAONLINE.COM makes no warranties or representations about the suitability, reliability, availability, timeliness, lack of viruses or other harmful components and accuracy of the information, software, products, services and related graphics contained within CDASIAONLINE.COM for any purpose. All such information, software, products, services and related graphics are provided "as is" without warranty of any kind. CDASIAONLINE.COM hereby disclaims all warranties and conditions with regard to information, software, products, services and related graphics, including fitness for a particular purpose, accuracy, workmanlike effort, title and non-infringement.

You specifically agree that CDASIAONLINE.COM shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through CDASIAONLINE.COM.

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You specifically agree that CDASIAONLINE.COM is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's right, including intellectual property rights.

You specifically agree that CDASIAONLINE.COM is not responsible for any content sent using and/or included in CDASIAONLINE.COM by any third party. In no event shall CDASIAONLINE.COM be liable for any direct, indirect, actual, moral, exemplary, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of CDASIAONLINE.COM, with the delay or inability to use CDASIAONLINE.COM or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the CDASIAONLINE.COM, or otherwise arising out of the use of the CDASIAONLINE.COM, whether based on contract, tort, negligence, strict liability or otherwise, even if CDASIAONLINE.COM has been advised of the possibility of damages.

If you are dissatisfied with any portion of CDASIAONLINE.COM, or with any of these terms of use, your sole and exclusive remedy is to discontinue using CDASIAONLINE.COM.

CDASIAONLINE.COM will not be liable for any errors, omissions, loss of data, materials or functions by third party sites linked to or from CDASIAONLINE.COM and operated by other entities. Third party websites linked to or from CDASIAONLINE.COM are the responsibility of those other entities and CDASIAONLINE.COM does not endorse the sites even if a link is established between CDASIAONLINE.COM and the website of the other entity.

#### **10. CDASIAONLINE.COM IS NOT A BORROWER.**

CDASIAONLINE.COM is not considered a borrower of any of your funds and you will not receive interest or other earnings on the funds that CDASIAONLINE.COM may hold in your behalf.

#### **11. TERMINATION/ACCESS RESTRICTION.**

You expressly agree that use of the Services is at your sole risk. Neither CDASIAONLINE.COM nor its affiliates nor any of their officers, directors, shareholders, or employees, agents, third-party content providers, sponsors, licensors, or the like, warrant that the services provided therein will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of the same, or as to the accuracy, reliability, or currency of any information content or service provided through CDASIAONLINE.COM.

CDASIAONLINE.COM reserves the right, in its sole discretion, to terminate your access to any or all CDASIAONLINE.COM Services and services related thereto or any portion thereof at any time, without notice. Upon termination of your access to CDASIAONLINE.COM, your right to use CDASIAONLINE.COM immediately ceases. CDASIAONLINE.COM shall have no obligation to maintain any content or to forward any unread or unsent messages, notices, materials or any data to you or any third party. CDASIAONLINE.COM also reserves the right to cancel or terminate unconfirmed accounts or accounts that have remained inactive for such period of time as may be determined by CDASIAONLINE.COM.

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## **12. FEES AND OTHER CHARGES.**

Use of CDASIAONLINE.COM is subject to the payment of certain fees and CDASIAONLINE.COM reserves the right to charge fees based on a Fees Schedule to be formulated by CDASIAONLINE.COM. CDASIAONLINE.COM further reserves the right to revise any and all fees from time to time, without notice.

You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of CDASIAONLINE.COM in a timely manner through a valid payment method. By using CDASIAONLINE.COM, you hereby authorize CDASIAONLINE.COM to deduct all overdue amounts, or any portion thereof, from your existing balance in your CDASIAONLINE.COM account and through such other manner as may be necessary to collect all amounts due to CDASIAONLINE.COM, without prejudice to other remedies granted under the law. Be advised that fees may be assessed and billed to you for time spent on CDASIAONLINE.COM, via internet access, separately by your online service provider.

## **13. INTELLECTUAL PROPERTY RIGHTS.**

You acknowledge that all information, data, software, photographs, graphs, typefaces, graphics, music, sounds, and other materials (collectively "Content") that are contained in CDASIAONLINE.COM and the selection, coordination, arrangement, and enhancement of such Content are owned by CD Technologies Asia, Inc., unless otherwise noted.

Many of the judicial decisions, laws, and regulations, and other legal matters accessible through CDASIAONLINE.COM are also provided by other websites, agencies and institutions. Where the underlying texts are government documents, those texts lie in the public domain. CDASIAONLINE.COM does not assert copyright over the text of Philippine Government works, e.g. Supreme Court of the Philippines, but you acknowledge that CD Technologies Asia, Inc. owns the copyright in the mark-up, compilation, electronic edition of the publications, search engine, navigation, apparatus, software and other value added features of electronic editions of government publications.

You acknowledge that the Content is protected by copyrights, trademarks, trade secrets, or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. You agree not to modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part. You agree not to upload, post, reproduce, or distribute in any way the Content, in whole or in part, without obtaining permission of the owner of the Content.

In addition to the foregoing, use of any software Content shall be governed by the software license agreement accompanying such software. Infringement of copyright or violation of this User Agreement shall be punishable under applicable laws in addition to such other criminal and civil actions that may arise in connection therewith.

## **14. INDEMNITY.**

You shall fully indemnify and render CDASIAONLINE.COM, its parent company, CD Technologies Asia, Inc., its subsidiaries or affiliates or any of its officers, directors, shareholders, employees and assigns, free and harmless from any and all claims, liabilities, demands, actions, obligations, losses, injuries, damages and proceedings whatsoever made against CDASIAONLINE.COM by any person whatsoever arising out of or in connection with (a) your use of the CDASIAONLINE.COM; (b) any transaction you made through the internet, whether or not using CDASIAONLINE.COM; and (c) breach of this Agreement, or your violation of any law

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or the rights of a third party. Furthermore, CDASIAONLINE.COM and its parent company shall be entitled to a reimbursement of all amounts paid as a result of the foregoing.

**15. ASSIGNMENT.**

You shall not assign your CDASIAONLINE.COM account, the existing balance therein, any payments which may be due hereunder, as well as any other rights or obligations you have under this Agreement without prior written consent of the CDASIAONLINE.COM. Any assignment made without such consent shall be void.

**16. CDASIAONLINE.COM RULES AND REGULATIONS.**

You agree to be bound by rules and regulations which CDASIAONLINE.COM may from time to time promulgate or issue in connection with the procedures, restrictions, mechanics, fees, charges, taxes, terms and methods of payment, liability, cancellations, refused transactions, complaints processing, notices, account balances, currency, user accounts, and such other terms and conditions for the use of CDASIAONLINE.COM.

**17. MODIFICATION OF USER AGREEMENT.**

CDASIAONLINE.COM reserves the right to change the terms, conditions, and notices under which its services are offered, including but not limited to the charges associated with the use of CDASIAONLINE.COM at any time without notice. You are responsible for regularly reviewing these terms and conditions and additional terms posted on particular websites. Your continued use of CDASIAONLINE.COM constitutes your agreement to all such terms, conditions, and notices.

**18. DISPUTES AND GOVERNING LAWS.**

Any legal action brought before a court of law shall be filed exclusively with the proper courts of Pasig City, Philippines. This User Agreement shall be governed and construed in accordance with the laws of the Republic of the Philippines.

**FOR CD ASIA:**

  
\_\_\_\_\_  
Mary Grace B. Eluna  
Printed Name & Signature

Date: \_\_\_\_\_

**CONFORME:**

  
\_\_\_\_\_  
Ricky M. Abundo  
Printed Name & Signature *ap*

Date: \_\_\_\_\_