

STATEMENT OF POLICY

MTRCB respects the privacy of your personal information. This relates solely to information supplied by you on our websites/mobile app. Any personal information provided by you to the Agency's Website will be used solely for the purpose of providing you with the services you have requested at this website, to update and enhance the Agency's records, to advise you of other services which may be of interest to you. This Policy will not alter or affect any information otherwise provided by you to the Agency.

MTRCB will provide a personal data collection statement in an appropriate format and manner whenever personal data are collected. MTRCB will only retain personal data as long as necessary for the fulfilment of the purpose.

PRIVACY NOTICE FOR INFORMATION COLLECTION AND USE

This Privacy Notice outlines our commitment to collect and process your Personal Data in accordance with applicable laws and regulations on data privacy including the Philippine Data Privacy Act of 2012 (DPA) and its implementing rules and regulations (IRR). In processing your Personal Data, we seek to adhere to the general privacy principles of transparency, legitimate purpose and proportionality, and such relevant principles as required by law.

While using our Service, we may ask you to provide us with certain personal information that can be used to contact or identify you, personal information may include, but is not limited to:

- Personal information (name, photo, sector, residential address, telephone number, mobile number, email address, company name, company address, company telephone number, birthday, birthplace, citizenship, sex, civil status)
- Entity Information (Name, type, address, tin no., contact details)
- Business Information (Name, address, contact details, MTRCB registration history)
- Contact Persons (name, email, address, mobile number, photo)

The information collected is utilized solely for documentation and processing purposes within the MTRCB and is not shared with any outside parties. The use of your personal information will be kept to the minimum required in order to deliver and continually monitor, improve our services to you. The security of your personal information is important to us, while we engage the services of third parties to protect your personal information, we cannot guarantee its absolute security.

HOW WE KEEP YOUR PERSONAL INFORMATION SECURE

Personal and other information collected through our websites/mobile app are stored in secure data facilities. MTRCB considers the security of information to be of utmost and critical importance. Our security measures aim to maintain the availability, integrity, and confidentiality of client and contact data and protect that data against natural dangers such as accidental loss or destruction, and human dangers such as unlawful access, fraudulent misuse, unlawful destruction, alteration, and contamination.

LOG DATA

We collect information that your browser sends whenever you visit our Website (“User Audit Logs”). This User Audit Logs may include information such as your computer’s Internet Protocol (“IP”) address, the pages of our Website that you visit, the time and date of your visit, the time spent on those pages and other statistics.

CHANGES TO PRIVACY POLICY

We may update our Privacy Policy from time to time. We will notify you of any changes by posting a new Privacy Policy on this page.

TERMS & CONDITIONS

By accessing or using any of the MTRCB internet properties including, without limitation, mtrcb.gov.ph, midas.mtrcb.gov.ph, and mobile application, and any other digital services or properties operated or used by MTRCB. User agrees to comply with and be bound by the Terms of Use. Please read these Terms of Use carefully as well as MTRCB’s Privacy Policy. **If User does not agree to the Terms of Use and Privacy Policy, User must immediately terminate use of the Sites.**

1. Terms. By accessing this website, you are agreeing to be bound by these website Terms of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. By registering as a user of website or by using of website, you agree to:

- maintain no more than a single user account by providing the most accurate, complete, and recent information for creating and maintaining said account;
- not bring about harm to any of the other users, third parties, MTRCB;
- comply strictly with these Terms of Use;
- not violate intellectual property rights of third parties;
- not violate privacy rights of other individuals;
- the processing of your personal data according to the Privacy Notice.

You will not use this website or any data or services provided through the website for, or to encourage, any unlawful purpose; nor post or transmit on the website inaccurate, incomplete or false information (including in the case of candidates, biographical information about yourself and/or information about your ability to work in certain countries); nor will you post or transmit on the website any libelous, abusive, threatening, harmful, vulgar, obscene or transmit on the website any material which contains any virus or other disabling devices which interferes or may interfere with the operation of the website; or which alters or deletes any information which you have no authority to alter or delete; or which overloads the website by spamming or flooding it.

You will not use any device, routine or software to crash, delay or otherwise damage the operation of this website or mobile app. You will not use the website in a manner that could damage, disable or impair the services or content being provided by MTRCB. You must not attempt to gain unlawful or unauthorized access to the website, other resource material, computer systems or

networks connected to any server associated with the website through hacking, password mining or any other improper or illegal means.

2. Limitations. User may not copy, download, store, publish, transmit, transfer, sell or otherwise use the data in whole or part, in any form or by any means except as expressly permitted by this Agreement. Downloaded data shall not be stored or used in an archival database or other searchable database. User shall not sell, license, or distribute data (including printouts and downloaded data) to third parties or use data as a component of or as a basis for any material offered for sale, license or distribution.

3. Revisions to Terms of Use. These Terms of Use constitute a legally binding agreement between User and MTRCB regarding User's use and access to the Sites. MTRCB reserves the right to revise these Terms of Use at any time in its sole discretion by posting revised Terms of Use to the Sites. Your use of the Sites signifies your acceptance of all the terms and conditions contained within the Terms of Use to the Sites. Your use of the Sites signifies your acceptance of all the terms and conditions contained within the Terms of Use posted at the time of your use.

4. Authorized Users: MTRCB will provide a unique username and password for registered Users to access or enroll in content on the MTRCB website (midas.mtrcb.gov.ph). The username and password is unique to each registered User and should be treated with the same care as the User's confidential business information. If User knows of or suspects that his/her information has been compromised it should promptly report any suspected or known breach to MTRCB.

5. Disclaimer. The material in this website/mobile app could include technical inaccuracies or typographical errors. MTRCB may make changes or improvements at any time. MTRCB assumes no responsibility for providing internet access. In no event shall MTRCB's total liability to user for all damages, losses and causes of action exceed the amount paid by user, if any, for accessing MTRCB content and/or courses.

MTRCB does not warrant that the functions contained in the website will be secure, complete, uninterrupted or error-free, that defects will be corrected, or that this website or the server that makes it available are free of viruses or other harmful components or that the website will otherwise meet your needs or expectations. MTRCB does not warrant or make any representations regarding the use of or the result of the use of the material in this website in terms of their correctness, accuracy, reliability, or otherwise.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our website for any reconstruction of any lost data.

We will not be liable for any loss or damage caused by viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the website or to your downloading of any material posted on it, or on any website linked to it.

6. Third Party Websites. User should be aware that when using the Sites, User could be directed, by selecting links, to other websites that are beyond the control of MTRCB. There may be links to other websites from beyond MTRCB pages that take User outside of MTRCB services. These other websites may send their own cookies to User, collect and track data, or solicit personal information. MTRCB does not endorse the content found on such third party websites. User assumes sole responsibility for User's use of third party links.

7. Indemnification. User shall defend, indemnify, and hold harmless MTRCB from and against all claims arising from or in any way related to User's use of the Sites and/or MTRCB content, a violation by User of these Terms of Use or any other actions connected with User's use of the Sites. This includes, but is not limited to, any liability, expense, loss, damages, suits, judgments, or litigation costs.

8. Term and Termination. These Terms of Use will take effect at the time User begins using the Sites or any part thereof. These Terms of Use will terminate automatically if User fails to comply with the terms set forth herein. User may terminate their Terms of Use at any time by ceasing to use any MTRCB Sites, but all applicable provisions of these Terms of Use will survive such termination. Upon termination, User must destroy all copies of any portion of the Sites, including MTRCB Content, in User's possession.

9. Force Majeure. MTRCB's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.