

HappeningPH

TERMS OF USE

Version 1.1

Effective Date: July 1, 2026

Please read these Terms carefully before using the Platform.

1. ACCEPTANCE OF TERMS

These Terms of Use ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and Carlo P. Medel ("HAPPENINGPH SOFTWARE PUBLISHING SERVICES," "we," "us," or "our"), governing your access to and use of the HappeningPH platform, including our website and mobile application (collectively, the "Platform").

By creating an account, accessing, or using the Platform in any manner, you acknowledge that you have read, understood, and agree to be bound by these Terms, our Privacy Policy, and any other policies incorporated herein by reference. If you are using the Platform on behalf of a business or other legal entity, you represent that you have the authority to bind that entity to these Terms.

If you do not agree to these Terms, you must not access or use the Platform. We reserve the right to modify these Terms at any time and/or whenever necessary. Material changes will be communicated to you via email or in-app notification. Your continued use of the Platform after such notice constitutes your acceptance of the revised Terms.

2. ELIGIBILITY AND ACCOUNT REGISTRATION

To use the Platform, you must be at least eighteen (18) years of age and legally capable of entering into binding contracts under Philippine law. By registering, you represent and warrant that:

- All information you provide during registration is true, accurate, current, and complete
- You will maintain the accuracy of such information and promptly update it as necessary
- You are not prohibited by any applicable law from using the Platform
- Your use of the Platform does not violate any applicable law or regulation

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You must notify us immediately of any unauthorized use of your account at hello@happening.ph.

3. DESCRIPTION OF SERVICES

HAPPENINGPH SOFTWARE PUBLISHING SERVICES is an online marketplace that enables event hosts ("Hosts") to list events, venues, and experiences ("Happenings"), and enables guests ("Guests") to discover, book, and pay for such Happenings. HAPPENINGPH SOFTWARE PUBLISHING SERVICES acts as an intermediary between Hosts and Guests and does not own, operate, or manage any Happening listed on the Platform.

HAPPENINGPH SOFTWARE PUBLISHING SERVICES is not a party to any agreement between a Host and a Guest. HAPPENINGPH SOFTWARE PUBLISHING SERVICES makes no representations or warranties with respect to the quality, safety, suitability, or legality of any Happening. Each Host is solely responsible for their Happening, and each Guest is solely responsible for their booking decisions.

Prices for individual Happenings are set exclusively by Hosts and are displayed on each Happening's listing page prior to booking. HAPPENINGPH SOFTWARE PUBLISHING SERVICES does not set, control, or guarantee any Host-listed price. The Platform's own fees and charges are described in Section 5.3.

4. HOST OBLIGATIONS

If you list a Happening as a Host, you represent and warrant that:

- You have all necessary permits, licenses, and authorizations required by applicable Philippine law to organize and operate the Happening
- All information in your listing is accurate, complete, and not misleading
- You will fulfill all bookings in accordance with the listing details
- You will comply with all applicable health, safety, and regulatory requirements
- You have undergone and passed the identity verification process required by the Platform

Hosts are solely responsible for determining applicable taxes on their earnings and for complying with all relevant tax obligations under Philippine law.

4.2 Prohibited Happenings

Hosts are prohibited from listing any Happening that involves, promotes, or facilitates any of the following:

- Illegal activities or activities that violate any applicable Philippine law, regulation, or ordinance
- Illegal gambling, sabong, or any game of chance not authorized by PAGCOR or other competent authority
- Sale, distribution, or use of illegal drugs, controlled substances, or paraphernalia in violation of Republic Act No. 9165 (Comprehensive Dangerous Drugs Act)
- Adult or sexually explicit services, entertainment, or content of any kind
- Events promoting hate, discrimination, or violence against any individual or group based on race, religion, gender, sexual orientation, nationality, disability, or other protected characteristic
- Unlicensed financial services, investment seminars, or activities resembling a pyramid scheme or MLM recruitment event
- Sale, display, or distribution of firearms, ammunition, bladed weapons, or any item prohibited by Philippine law
- Events or activities involving minors in any context that is sexual, exploitative, or endangering in nature
- Ghost listings, non-existent events, or any Happening that the Host has no genuine intent or capacity to

fulfill

- Events requiring permits, licenses, or professional credentials that the Host does not hold
- Any other activity that HAPPENINGPH SOFTWARE PUBLISHING SERVICES, in its sole discretion, determines to be inappropriate, harmful, or contrary to applicable law or platform standards

Listings that violate this section may be removed without notice. Hosts who violate this policy may face account suspension or permanent ban, and may be reported to relevant authorities.

5. BILLING AND PAYMENT TERMS

5.1 Payment Authorization

By initiating a booking and providing payment information, you authorize us and our designated third-party payment gateway to charge your selected payment method for the total amount of the booking, including applicable service charges, platform fees, and/or any applicable taxes, as displayed at the time of booking.

You represent and warrant that you are the authorized holder of the payment method provided, or that you have express authorization from the holder to use that payment method.

5.2 Accepted Payment Methods

The Platform processes all payments electronically and accepts the following payment methods, subject to availability:

- Credit cards (Visa, Mastercard)
- Debit cards
- GCash (via e-wallet redirect)
- Maya (formerly PayMaya) (via e-wallet redirect)
- QRPH

Additional payment methods may be added from time to time. All payments are denominated in Philippine Peso (PHP).

5.3 Platform Service Fees

The following fees apply to use of the Platform. All fees are non-refundable except as expressly provided in our Refund, Return, and Cancellation Policy.

Guest Fees

- Platform Service Charge: A non-refundable service charge is applied to each booking and disclosed in full at the checkout screen before payment is confirmed. The service charge varies based on the selected payment method (GCash, Maya, card, or QRPH).

Host Fees

- Happening Submission Credit: Hosts are required to spend platform credits to submit a Happening for listing. The credit cost per submission and credit pack prices are disclosed in the Host dashboard within the Platform.
- Wallet Withdrawal Fee: A fixed fee of PHP 50.00 is charged per payout request. A minimum payout threshold of PHP 500.00 applies per withdrawal request.

HAPPENINGPH SOFTWARE PUBLISHING SERVICES reserves the right to update its fee schedule upon reasonable notice. Continued use of the Platform after notice of a fee change constitutes acceptance of the revised fees.

5.4 Host Wallet and Payouts

Earnings from confirmed bookings are credited to the Host's platform wallet in a pending state. Pending earnings are subject to a maximum 48-hour holding period following the guest's booking date before becoming available for payout withdrawal. This holding period is necessary to accommodate potential cancellations, reversals, or dispute resolution.

Hosts may request a payout of their available wallet balance to their designated bank account or e-wallet, subject to the minimum payout threshold and applicable withdrawal fees described in Section 5.3. Payout processing times are subject to the processing timelines of the relevant financial institution and are not guaranteed by the Platform.

5.5 Currency and Taxes

All prices on the Platform are in Philippine Peso (PHP) inclusive of applicable taxes unless expressly stated otherwise. Hosts are solely responsible for all applicable taxes on their earnings, including income tax and any other taxes required under Philippine law.

5.6 Booking Disputes and Host Non-Fulfillment

If a Host cancels a booking, fails to appear, or otherwise fails to fulfill the material terms of their Happening listing, the affected Guest may be entitled to a refund as set out below.

To file a non-fulfillment claim, Guests must:

- Submit a dispute report within five (5) calendar days of the scheduled Happening date; and
- Provide any available supporting evidence (e.g., communications with the Host, photos, screenshots)

HAPPENINGPH SOFTWARE PUBLISHING SERVICES, acting as the marketplace intermediary, will review the claim and any response from the Host. The Platform has sole discretion to determine whether non-fulfillment has occurred based on the available evidence, the listing details, and any other information reasonably available. A determination is typically issued within five (5) business days of receiving a complete report.

Where non-fulfillment is confirmed, the Guest will be refunded the amount paid for the Happening. The non-refundable platform service charge is excluded from this refund. The Platform may recover the corresponding amount from the Host's wallet or future earnings.

The Platform's determination is final for platform purposes. Guests retain the right to seek further remedies through applicable consumer protection law or the courts of the Philippines.

Hosts who accumulate repeated non-fulfillment findings may face account suspension, permanent ban, and/or reporting to relevant authorities.

6. FRAUD PREVENTION, AML COMPLIANCE, AND ACCOUNT SUSPENSION

6.1 Prohibited Activities

You agree not to engage in any of the following prohibited activities:

- Providing false, inaccurate, or misleading information to the Platform or our payment processors
- Using the Platform to process fraudulent, unauthorized, or stolen payment methods
- Engaging in money laundering, terrorist financing, or any activity in violation of Republic Act No. 9160 (Anti-Money Laundering Act, as amended) and related regulations
- Manipulating the Platform to generate artificial transactions, fake bookings, or false earnings
- Engaging in chargebacks, payment reversals, or disputes in bad faith
- Attempting to circumvent our fraud detection systems or security measures

6.2 Monitoring and Reporting

We reserve the right to monitor all transactions on the Platform for any suspicious activity. In compliance with Philippine AMLA regulations and BSP guidelines, we may report suspicious transactions to the Anti-Money Laundering Council (AMLC) and cooperate fully with any regulatory or law enforcement investigation. We are not required to notify you of such reporting if doing so would compromise an investigation or violate applicable law.

6.3 Account Suspension and Transaction Reversal

We reserve the right, at our sole discretion and without prior notice, to:

- Temporarily or permanently suspend your account if we suspect fraudulent activity, AML violations, or a breach of these Terms
- Reverse, cancel, or place a hold on any transaction that we reasonably believe to be fraudulent, unauthorized, or in violation of applicable law
- Withhold payouts pending investigation of suspected fraud or compliance violations
- Terminate your access to the Platform and report your activities to relevant authorities

If your account is suspended, you may contact us at hello@happening.ph to contest the suspension. We will review your request and respond within a reasonable time.

7. USER-GENERATED CONTENT AND COMMUNITY STANDARDS

The Platform includes community features ("Buzz") where users may post comments, reviews, photos, and other content ("User Content"). This section governs all User Content submitted through the Platform.

7.1 Ownership and License Grant

You retain ownership of any User Content you create. By submitting User Content to the Platform, you grant HAPPENINGPH SOFTWARE PUBLISHING SERVICES a non-exclusive, royalty-free, perpetual, worldwide license to use, reproduce, display, distribute, and adapt such content solely for the purposes of operating, improving, and promoting the Platform. You represent and warrant that you have all necessary rights to grant this license and that your User Content does not infringe the intellectual property, privacy, or other rights of any third party.

7.2 Prohibited Content

You agree not to post, submit, or share any User Content that:

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Constitutes hate speech, discrimination, or content that degrades, threatens, or targets any individual or group based on race, religion, gender, sexual orientation, nationality, disability, or other characteristic

- Harasses, intimidates, bullies, or threatens any other user, Host, Guest, or third party
- Is sexually explicit, obscene, or exploits or endangers minors in any way
- Promotes, solicits, or facilitates illegal activities, including but not limited to drug use, gambling, or violence
- Contains spam, unsolicited commercial messages, or promotes pyramid schemes, MLM recruitment, or fraudulent services
- Spreads false or misleading information that could deceive other users about a Host, a Happening, or the Platform
- Violates the intellectual property, privacy, or other rights of any third party (including posting photos or personal information of others without consent)
- Contains malware, viruses, or any harmful code
- Violates any applicable Philippine law or regulation

7.3 Platform Moderation Rights

HAPPENINGPH SOFTWARE PUBLISHING SERVICES reserves the right, but not the obligation, to review, monitor, remove, or restrict access to any User Content at its sole discretion and without prior notice. Content that violates Section 7.2 or these Terms may be removed at any time. The Platform does not guarantee that all prohibited content will be identified or removed promptly.

Users who repeatedly post prohibited content, or who post content that is particularly harmful or illegal, may have their accounts suspended or permanently banned. HAPPENINGPH SOFTWARE PUBLISHING SERVICES may report User Content and the associated user to relevant Philippine authorities where required by law or where content involves illegal activity.

HAPPENINGPH SOFTWARE PUBLISHING SERVICES is not liable for any User Content posted by other users. Each user bears sole responsibility for their own User Content and its consequences.

7.4 Reporting Prohibited Content

Users may report User Content they believe violates these Terms by using the in-app report function or by emailing hello@happening.ph with a description of the content and the reason for the report. We will review reports in good faith and take appropriate action, which may include removal of the content, suspension of the posting user, or referral to authorities. We do not guarantee removal of all reported content but will act within a reasonable timeframe.

7.5 Safe Harbor and Platform Liability

HAPPENINGPH SOFTWARE PUBLISHING SERVICES operates as a passive online intermediary with respect to User Content in accordance with Republic Act No. 8792 (Electronic Commerce Act of the Philippines) and related regulations. The Platform does not pre-screen or endorse User Content and is not liable for content posted by users, provided that the Platform acts in good faith upon receiving a valid notice of violation.

8. INTELLECTUAL PROPERTY

All content on the Platform, including but not limited to the HappeningPH name, logo, branding, design, software, and text, is the property of Carlo P. Medel or its licensors and is protected by applicable Philippine intellectual property laws. You may not reproduce, distribute, modify, or create derivative works from any Platform content without our express written permission.

By uploading content to the Platform (including photos, event descriptions, and other materials), you grant us a non-exclusive, royalty-free, worldwide license to use, reproduce, modify, and display such content solely for the purpose of operating and promoting the Platform.

9. LIMITATION OF LIABILITY

9.1 Platform Liability

To the maximum extent permitted by applicable law, HAPPENINGPH SOFTWARE PUBLISHING SERVICES and its officers, directors, employees, agents, and affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of or inability to use the Platform, including but not limited to loss of revenue, loss of data, or business interruption.

9.2 Payment Gateway Downtime

The Platform relies on third-party payment gateway services for payment processing. We do not guarantee the continuous availability of payment processing services and shall not be liable for any losses, delays, failed transactions, or damages arising from payment gateway downtime, technical errors, or interruptions caused by our third-party payment processors. In the event of a payment processing failure, we will make reasonable efforts to assist you in resolving the issue, but we do not accept liability for losses attributable to the payment gateway.

9.3 Third-Party Services

The Platform integrates with various third-party services (including mapping, notification, and payment services). We are not responsible for the availability, accuracy, or content of such third-party services and disclaim all liability arising from your use of or reliance on them.

9.4 Cap on Liability

To the extent that any liability is found against us notwithstanding the above, our total aggregate liability to you for any claim arising out of or related to these Terms or the Platform shall not exceed the total amount of fees you paid to us in the three (3) months preceding the event giving rise to the claim.

10. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless HAPPENINGPH SOFTWARE PUBLISHING SERVICES, Carlo P. Medel and their respective officers, directors, employees, agents, licensors, and successors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your use of the Platform, your violation of these Terms, your violation of any rights of another party, or any content you submit to the Platform.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Republic of the Philippines, without regard to its conflict of law provisions.

11.2 Jurisdiction

Any dispute, controversy, or claim arising out of or in connection with these Terms, or the breach, termination, or invalidity thereof, shall be submitted to the exclusive jurisdiction of the competent courts of the Philippines. The parties hereby waive any objection to the laying of venue in such courts.

11.3 Amicable Settlement

Prior to initiating formal legal proceedings, the parties agree to attempt to resolve any dispute amicably through good-faith negotiation for a period of thirty (30) days from the date one party notifies the other of the dispute in writing.

12. COMPLIANCE WITH CONSUMER PROTECTION LAWS

These Terms are subject to the provisions of the Consumer Act of the Philippines (R.A. 7394) and other applicable consumer protection laws. Nothing in these Terms shall limit or exclude any rights or remedies available to you under mandatory consumer protection legislation that cannot be excluded or limited by agreement.

13. GENERAL PROVISIONS

- **Entire Agreement:** These Terms, together with our Privacy Policy and Refund, Return, and Cancellation Policy, constitute the entire agreement between you and us with respect to the Platform.
- **Severability:** If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- **Waiver:** Our failure to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.
- **Assignment:** You may not assign your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations without restriction.

14. CONTACT INFORMATION

For any questions, concerns, or reports regarding these Terms, the Platform, or any content on the Platform, please contact us through any of the following:

Business Name: HAPPENINGPH SOFTWARE PUBLISHING SERVICES

Owner/Operator: Carlo P. Medel

Address: Barangay Aguisan, Himamaylan City, Negros Occidental, Philippines

Email: hello@happening.ph

Website: happening.ph

We aim to respond to all inquiries and reports within five (5) business days.