

VIBER PAY USER TERMS AND CONDITIONS

[Last Updated: 22 October 2024]

These User or Personal Account Terms and Conditions (“**Terms**”) constitute the agreement between **PAYNAMICS TECHNOLOGIES, INC.** (“**Paynamics**”, “**we**”, “**our**” or any other similar pronouns) and you as the user (“**user**”, “**you**”, “**your**” or any other similar pronouns) which applies to your use and access of the electronic money and payment services and functions of Paynamics (the “**Services**” or “**Viber Pay**”) via the Viber Application (“**Viber App**” or the “**App**”) owned and operated by Viber Media Philippines, Inc (“**Viber**”).

Paynamics is a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, duly licensed by the Bangko Sentral ng Pilipinas (“**BSP**”) to operate as an Electronic Money Issuer (“**EMI**”) with Certificate of Registration No. 53-0020-00-000, with principal office address at 2/F High Rise Pacific Star Building, Sen. Gil Puyat Avenue cor. Makati Ave., Makati City

BY USING THE SERVICES AND CLICKING ON THE “CONTINUE” BUTTON, YOU AGREE TO BE BOUND BY THESE TERMS AND ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ AND UNDERSTOOD THEM. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCEPTING THEM. IF YOU DO NOT AGREE TO ALL OR ANY PART OF THESE TERMS, PLEASE DO NOT CLICK THE “CONTINUE” BUTTON AND EXIT VIBER PAY.

Under these Terms, **Paynamics**, through the Viber App, offers you access to the **Services (“Viber Pay”)**. **These Terms exclusively govern your relationship with Paynamics when using Viber Pay.** The use of the Viber App is governed by the Viber Terms of Service, the Viber Pay Terms of Service, and the Viber Privacy Policy.

In addition to these Terms, please also review *Paynamics’ Privacy Policy*, which describes or sets out Paynamics’ practices related to the collection, use and processing of the information you have provided to us in relation to your use of our Services. By using and availing our Services, you consent to such processing, and you promise that all data provided by you is accurate and will be timely updated for accuracy, as applicable.

Paynamics is always working on adding additional features to the Services it provides and improving its existing Services. As such, and since there may be changes to applicable Philippine laws, regulations, issuances, and orders emanating from a government authority (collectively, the “**Law**”), Paynamics may update or change the Services, including their functionality from time to time. **Paynamics reserve the right to amend, change, and/or modify these Terms from time to time (“Updated Terms”)**; provided, that any changes reflected in the Updated Terms relating to Viber Pay’s existing Services will be communicated to you at least 60 days before the effectivity of such changes, unless immediate effectivity is required under applicable Laws; provided, that any changes reflected in the Updated Terms relating to any additional Service/s or any improvement/enhancement in the existing Services that does not affect any fees, charges, or penalties applicable to you shall have immediate effect upon notice to you. You are strongly recommended to regularly review and read these Terms.

Paynamics will also update the date at the top of our Terms and enable you to re-visit the older version of the Terms at any time. Changes to these Terms shall become effective upon the completion of the 60 days’ notice, or such period required by Law. Once the updated Terms come into effect and you have been given with the required notice pursuant to Law, you will be bound by them if you continue to use Viber Pay. If you do not agree with any changes to the Services or the Updated Terms, you may notify Paynamics or terminate your relationship with Paynamics free of charge in accordance with the provisions in these Terms.

By your continued use of the ViberPay and the Services after any changes have been made, you acknowledge your agreement to the Updated Terms and all the changes made therein. If you do not agree with the Updated Terms, please refrain from using ViberPay and the Services.

1. VIBER PAY

Paynamics, via the Viber App, will provide the Services (Viber Pay) to you, which include, but is not limited to the following:

- a. Creation of a Personal Account for Viber Pay, in accordance with these Terms;
- b. Electronic money (e-money) issuance;
- c. Use of an e-money wallet, which shall be a non-interest-bearing account;
- d. Domestic fund transfers to/from other Viber Pay users and/or and to third-party destination accounts;

- e. Bills Payment;
- f. E-Billing Presentation;
- g. Cash-in / Cash-out functions; and
- h. Such other features and functionalities may be communicated to you from time to time.

The Services also include software, Application Programming Interfaces (“APIs”) and any other technology that may be made available to operate and use the ViberPay. All Services are subject to availability.

You agree that the provisions, disclosures and disclaimers set forth herein are fair and reasonable and that your agreement to follow and be bound by these Terms is voluntary and is not a result of fraud, duress, or undue influence exercised upon you by any person or entity. You likewise agree to be bound by any and all applicable Law with respect to Paynamics, ViberPay and the Services.

2. ACCOUNT CREATION AND REGISTRATION

You acknowledge that your personal account is for sending and requesting money **for personal use and/or to pay for online transactions**. Personal accounts are not meant for business or commercial purposes in the Philippines or in any jurisdiction.

Paynamics do not accept minors as users of Viber Pay. Thus, you must be **at least eighteen (18) years of age** to register for a Viber Pay Account. By registering, you represent and warrant that you are at least eighteen (18) years of age and have the legal capacity to agree with these Terms. Paynamics reserve the right to deny the creation of Viber Pay Account, for any valid reason, without any liability whatsoever.

In accepting these Terms, you agree to register and create an e-Wallet account through the Viber App. Such account shall be associated with your registered Viber mobile number.

You acknowledge and agree to create an e-wallet account through Viber Pay and provide information in the interest of account creation, such as, but not limited to:

- a. Complete name;
- b. Residential and/or permanent address;
- c. Date of birth;
- d. Nationality or citizenship;
- e. Source of funds;
- f. Employment data;
- g. Photo of yourself;
- h. Valid government I.D.; and
- i. Signature and/or biometrics.

You understand and agree to provide any further information as may be requested by Paynamics in order to comply with any applicable Law, particularly with respect to its Anti-Money Laundering (AML) and Counter-Terrorist Financing (CTF) obligations.

Any information provided by you through the registration process will be handled in accordance with *Paynamics’ Privacy Policy* [[link](#)] and [Viber’s Privacy Policy](#). You likewise expressly authorize, consent, and permit Paynamics to use and conduct verification using all necessary legal means to establish the accuracy and completeness of the information you have provided, for the purposes set forth herein, or to the extent Paynamics otherwise determines is necessary and/or advisable, in its sole discretion, to comply with applicable Law, including engaging third-party service providers to assist with the verification process. We reserve the right to request additional information or documents to aid us in your Personal Account verification or in relation to the use of the Services.

You can only have one (1) Personal Account associated with one (1) mobile number. You understand and acknowledge that you are prohibited from registering multiple Personal Accounts and availing of any Services through such multiple Personal Accounts.

IF THE INFORMATION YOU PROVIDED THROUGH THE REGISTRATION PROCESS CHANGES OR IS NO LONGER ACCURATE, YOU MUST IMMEDIATELY UPDATE THIS VIA THE VIBER APP. YOU MUST IMMEDIATELY INFORM PAYNAMICS IF YOU LOSE YOUR CAPACITY TO ENTER INTO CONTRACTS.

YOU UNDERSTAND AND ACKNOWLEDGE THAT ANY USE OF VIBER PAY TO CREATE AND TRANSACT WITH OTHER PERSONAL VIBER PAY ACCOUNTS YOU HAVE CREATED MAY

LEAD TO SUSPENSION AND TERMINATION OF ALL OF YOUR MULTIPLE PERSONAL VIBER PAY ACCOUNTS, IN ACCORDANCE WITH OUR FRAUD MONITORING AND AML/CFT POLICIES AND PROCEDURES.

3. PERSONAL USE AND ACCOUNT SECURITY

As part of the registration process, you will also be asked to create a username and password or mobile PIN (“MPIN”).

YOU ARE OBLIGED KEEP YOUR ACCOUNT SECURE AT ALL TIMES. YOU SHALL KEEP YOUR LOGIN DETAILS (E.G., USERNAME, PASSCODE, MPIN, OTHER BIOMETRIC INFORMATION, ETC.) CONFIDENTIAL AND TO PROTECT SUCH DETAILS AGAINST THIRD-PARTY USE AT ALL TIMES. YOU SHALL BE VIGILANT AND AWARE AGAINST SUSPECTED PHISHING AND VISHING ATTACKS TO YOUR PERSONAL ACCOUNT.

YOU ARE SOLELY RESPONSIBLE FOR ALL ACTIVITIES THAT OCCUR UNDER YOUR PERSONAL ACCOUNT AND YOU ARE OBLIGED TO INFORM US IMMEDIATELY VIA CUSTOMER SUPPORT IF YOU BELIEVE OR IF YOU HAVE ANY SUSPICION THAT A THIRD-PARTY MIGHT HAVE HAD OR MIGHT HAVE ACCESS TO YOUR LOGIN DETAILS, OTHER CREDENTIALS, OR MIGHT OTHERWISE BE ABLE TO ACCESS VIBER PAY AND/OR USE THE SERVICES USING YOUR ACCOUNT OR FUNDING SOURCE. IF YOU ARE UNABLE TO CONTACT US VIA CUSTOMER SUPPORT ON THE VIBER APP BECAUSE YOU SUSPECT/ BELIEVE THAT YOUR ACCOUNT HAS BEEN COMPROMISED, THE DEVICE ON WHICH THE VIBER APP WAS INSTALLED WAS HACKED OR IF THE DEVICE WAS LOST OR STOLEN, PLEASE CONTACT US VIA <https://vb.me/d55d8f>.

Any such third party to whom we disclose or transfer information about you for the above purpose is contractually required to comply with confidentiality standards and establish adequate safeguards for data privacy, undertake to respect any user's right to privacy and comply with applicable Laws. We also require that said third parties use information shared with them only for the above purposes and follow our reasonable directions with respect to this information.

In the event of any potential fraudulent transaction flagged by Paynamics, you acknowledge and allow Paynamics to share the necessary information to the relevant regulatory authorities involved and any accredited third parties, to the extent allowed by Law, which shall include but is not limited to the Data Privacy Act of 2012, the Bank Secrecy Act, the Anti-Money Laundering Act (as amended), and the Terrorist Financing Prevention and Suppression Act. You also hereby expressly waive the secrecy of your bank information in the event of a fraud investigation conducted by Paynamics and Viber, which may entail the disclosure of your bank data to any accredited third parties.

To the fullest extent allowed by Law, Paynamics will not be liable for any loss or damage that you may incur as a result of unauthorized access or use of your Account, either with or without your knowledge. If such case arises and a financial loss is determined, Paynamics will exert its best commercial efforts in assisting you to recover your lost or stolen funds; provided, that any assistance extended by Paynamics in relation to recovering your lost or stolen funds shall not, in any manner, create any obligation to reimburse you for any financial losses incurred. Paynamics shall not be subject to any rights or claims from third parties and shall not be held liable for any damages caused by any act or omission by a third party. Paynamics reserve the right to remove or reclaim any username at any time and for any legal reason, including but not limited to claims by a third party that a username violates the third party's rights.

In addition, you agree to the following:

- a. You confirm that you will use Viber Pay and the Services only for purposes allowed by Law;
- b. You shall not misuse our Services by introducing viruses, trojans, worms, logic bombs or other materials which are malicious or technologically harmful. You must not attempt to gain unauthorised access to our servers, computers or databases. You must not attack the Viber App with any type of denial-of-service attack. By breaching this provision, you may commit a criminal offense. We will report any such suspected breach to the relevant law enforcement authorities, and we will cooperate with those authorities, including by disclosing your identity to them. In the event of such a suspected breach, your right to use the Viber App and/or our Services will cease immediately;
- c. Post or otherwise make available content, or take any action in the Viber App that may constitute libel or slander or that infringes or violates someone else's rights or is protected by any copyright or trademark, or otherwise violates the Law;
- d. Post or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, or any other form of solicitation;

- e. Use the information or content on the Viber App to send unwanted messages to any other user;
- f. Impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with any person or entity;
- g. Post or otherwise make publicly available in the Viber App any personal or financial information of any third-party;
- h. Solicit passwords or personally identity information for commercial or unlawful purposes; and
- i. Harvest or collect email addresses or other contact information of other users from the Viber Pay by electronic or other means, including the use of automated scripts.

You also warrant that you are not engaged, and shall not engage or be involved in the following, unless duly approved by Paynamics and to the extent permissible under the Law (as applicable):

- a. Inappropriate**
 - i. adult, pornographic, or illicit material or activity of any type
 - ii. hate/violence/racism/religious persecution
 - iii. Dangerous and hazardous goods
- b. Illegal**
 - i. regulated and prohibited substances, drugs
 - ii. intellectual property infringement in any form
 - iii. escort and prostitution services, human trafficking
- c. Regulated**
 - i. tobacco and smoking mixtures, and all tobacco content
 - ii. firearms, ammunitions and explosives
- d. Gambling**
 - i. lottery tickets, skill game operators
 - ii. uncoded/miscoded gambling
 - iii. virtual casinos
- e. Debt and loan-related activities**
 - i. get-rich-quick schemes, other high-yield financial investments
 - ii. “receipt of payment in advance” operation module
 - iii. Pyramid Selling, Multi-Level Marketing, and Commissions
 - iv. loan modification, debt collection, credit repair
- f. Goods, products, services or distributions of any class or type whether or not similar to those specified above, as may be restricted at the sole discretion of either by Paynamics or Viber.**

4. LICENSE GRANT

Paynamics shall develop, maintain, and provide access to Paynamics’ software, solutions, and APIs (collectively, the “**Paynamics Technology**”) that may be used to access the Services. The Paynamics Technology shall be solely used for the purposes set out in these Terms. We reserve the right to update the Paynamics Technology and documentation from time to time, and may add or remove functionality as we deem necessary to operate and maintain the Services. We will notify you in the event of material changes so that you may continue using the Services with minimal interruption.

Viber shall develop, maintain, and provide access to Viber’s software, solutions, and APIs (collectively, the “**Viber Technology**”) that may be used to access Viber Pay. The Viber Technology shall be solely used for the purposes set out in these Terms. Viber reserves its right to update the Viber Technology and documentation from time to time, and may add or remove functionality as it deems necessary to operate and maintain Viber Pay. Pursuant to the [Viber Pay Terms of Service](#), Viber will notify you in the event of material changes so that you may continue using Viber Pay with minimal interruption.

Paynamics, Viber, and our licensors shall exclusively own all rights, titles, and interest in the patents, copyrights (including rights in derivative works), moral rights, rights of publicity, trademarks or service marks, logos and designs, trade secrets, and other intellectual property embodied by, or contained in the API, Services, and Documentation (collectively, “**Paynamics Intellectual Property**” or “**Viber Intellectual Property**”, as applicable) or any copies thereof. Paynamics and Viber’s Intellectual Property are protected by copyright, trade secret, patent, and other intellectual property laws, and all rights in Paynamics and Viber’s Intellectual Property not expressly granted to you in these Terms are reserved.

You are granted a non-exclusive and non-transferable license to electronically access and use the Paynamics and Viber Intellectual Property only in the manner described in these Terms. Paynamics and Viber do not sell to you, and you do not have the right to sublicense the Paynamics and Viber Intellectual Property in any manner. Paynamics and Viber may make updates to the Paynamics and Viber Intellectual Property or the new Services available to you automatically as electronically published by Paynamics and /or Viber (as applicable), but we

may require action on your part before you may use the Paynamics and/or Viber Intellectual Property or the new Services (including acceptance of new or additional terms). Paynamics and Viber may revoke or terminate this license at any time if you use Paynamics and Viber Intellectual Property in a manner prohibited by these Terms or by the [Viber Pay Terms of Service](#).

You may not: (i) claim or register ownership of the Paynamics and Viber Intellectual Property on your behalf or on behalf of others; (ii) sublicense any rights in Paynamics and Viber's Intellectual Property granted by us; (iii) import or export any Paynamics and Viber Intellectual Property to a person or country in violation of any country's export control Laws; (iv) use Paynamics or Viber's Intellectual Property in a manner that violates these Terms, the [Viber Pay Terms of Service](#) or Laws; or (v) attempt to do any of the foregoing.

5. FEES AND RATES

You agree to pay the following fees (the “Fees”) as specified in [Annex A: Viber Pay - Paynamics Fees](#) in connection with the use of our Services; provided, that any changes to the Fees will be communicated to you at least 60 days before the effectivity of such changes, unless immediate effectivity is required under applicable Laws.

Subject to the notice requirement for any change in Fees pursuant to this Clause 5, we will not process your transaction or provide any other Services to you until we have received the fees from you. Our fees do not include any fees that your bank/financial institution or the recipient's bank/financial institution may charge.

You are responsible for all applicable, taxes, levies, duties or similar governmental assessments of any nature (collectively, “Taxes”) that arise from or as a result of your use of the Services, except as expressly stated otherwise. You have sole responsibility for the calculation of the Taxes applicable when you use the Services. Other than the Taxes that may be charged by Paynamics or by your funding source to you and remitted to the appropriate tax authorities on your behalf, any deductions or withholdings, that are required by Law shall be borne by you and it is solely your responsibility to assess, collect, report and remit said taxes to the appropriate tax authority.

6. TERMINATION

Your Personal Account may be terminated, suspended, or restricted immediately due to a breach (or reasonable suspicion of breach) of these Terms, the [Viber Pay Terms of Service](#), or any applicable Law. Where circumstances allow for prior notice before the termination or suspension of your Personal Account, Paynamics will provide you with at least a one (1) month notice period . You may at any time close your Personal Account, except in circumstances where a 1 month prior notice is required. If you want to terminate your Personal Account, please do so via Viber Pay as found within the Viber App.

Termination of your access to Viber Pay and use of the Services shall not relieve you of any obligations arising or accruing prior to termination or limit any liability that you otherwise may have to the Paynamics, Viber, or any third-party.

Without prejudice to Paynamics' other rights, Paynamics may, at its sole discretion suspend or terminate your Personal Account for any reason, including but not limited to the following:

- a. You had made incorrect statements as to your information or your financial status, or did not provide adequate information;
- b. You had used the Personal Account for any unauthorized or illegal purpose or where Paynamics detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services;
- c. In compliance with an order or instruction of or a recommendation from any competent authority such as but not limited to any law, regulation, court order, or regulatory instructions;
- d. Paynamics reasonably suspects or believes that you are in breach of these Terms or of the [Viber Pay Terms of Service](#) or [Viber Terms of Service](#) (as applicable);
- e. Paynamics has good reason to believe that your continuing use of your Personal Account could damage our reputation or goodwill;
- f. In case of bankruptcy;
- g. If you have lost your legal capacity to enter into these Terms; and
- h. If you are determined to be a significant fraud or credit risk.

Following the termination, you will not be able to use Viber Pay anymore, and we may delete your information obtained through the registration process and other information stored on our servers in accordance with [Paynamics' Privacy Policy](#) and [Viber's Privacy Policy](#) unless otherwise required by Law.

7. REDEMPTION OF E-MONEY IN THE EVENT OF ACCOUNT CLOSURE

You can close your Personal Account at any time. You can do this through Support in the Viber App. If you, or Paynamics, close your Personal Account (to the extent we are allowed to do so by applicable Law), Paynamics will give you the opportunity to withdraw the funds that we hold for you to any designated destination account of your choice, unless we are constrained to do so by any applicable Law (e.g., your name appearing in any AML/CTF sanctions list and/or a directive to hold or freeze your funds as issued by a government authority).

Dormant Account

Paynamics will attempt to notify you if we hold funds payable to you in an account beyond the applicable dormancy period under the applicable Laws. If we are unable to contact you, we will treat the funds and your Viber Pay Personal Account as dormant or abandoned pursuant to these Terms and the [Viber Pay Terms of Service](#). This may mean we will charge fees against the funds held in your Viber Pay Personal Account account for a period and deliver them to the appropriate government authority based on applicable Laws.

For purposes of this clause, a “dormant account” is a Viber Pay account that does not have any recorded transaction for the past twelve (12) months.

8. SERVICE LEVEL

Although we make great efforts to make our services error and interruption-free, we cannot promise that such efforts will result with such desired performance. Also, we may restrict access to Viber Pay to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction. We may require you to update to the latest version of the Viber App in order to continue to use Viber Pay.

YOUR USE OF OUR SERVICES IS AT YOUR OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US SHALL CREATE A WARRANTY. OUR SERVICES AND ALL THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES AND OTHER CONTENT IN THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PAYNAMICS, VIBER, AND ANY OF THEIR SUBSIDIARIES OR AFFILIATED COMPANIES (THE “**GROUP**”) DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE GROUP DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED ON OR THROUGH VIBER PAY WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVICES OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE GROUP DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT ON THE SERVICES OR ANY WEBSITES LINKED TO VIBER PAY IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE GROUP MAKES NO WARRANTIES THAT YOUR USE OF THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT INCLUDED IN THE SERVICES WILL NOT INFRINGE THE RIGHTS OF OTHERS AND THE GROUP ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT INCLUDED IN THE SERVICES OR ANY OTHER WEBSITE. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

9. CUSTOMER PROTECTION

TO THE FULLEST EXTENT ALLOWED BY LAW, PAYNAMICS SHALL NOT BE HELD LIABLE FOR ANY ERRONEOUS OR UNAUTHORIZED TRANSACTIONS.

In case of **unauthorized or suspicious transactions**, you must immediately report to us such incident within one (1) calendar day from your knowledge thereof. Please go to your Viber Pay profile and click “Support”, where you can find instructions to report an unauthorized transaction involving your Personal Account. We reserve the right to decline cases that have been reported beyond the said period.

In case of **erroneous transactions**, you should immediately report the error to us with the following details:

- a. Name, contact number, and other credentials of the payor
- b. Account from which the payment was made
- c. Payee account details
- d. Transaction amount; and
- e. Transaction date and time.

Without any liability whatsoever, Paynamics shall make reasonable efforts to recover the sum sent in error.

You acknowledge and agree to report any suspicious transaction that you may have observed in your Personal Account, which includes erroneous debits or credits. If an erroneous credit to your Personal Account has occurred, Paynamics reserves the right to immediately claw back the erroneous credit, which we will notify you about. If your Personal Account has insufficient balance at the time of the clawback, Paynamics reserves the right to request or demand repayment of such clawback unless otherwise proven that there was no erroneous credit.

The safety of your money is important to us. We might prevent you from making payments from your Personal Account if we're reasonably concerned about its security or that it might be used fraudulently or without your permission. We might also have to block your Personal Account to meet our obligations under applicable Law. We'll give you a reasonable notice through the Viber App before, or as soon as possible after, we block your Personal Account (as applicable). We will unblock your Personal Account as soon as the reasons for blocking your account no longer exist.

10. SUPPORT & FREQUENTLY ASKED QUESTIONS

In order to access support, please go to your Viber Pay profile and click "Support". We will make our best efforts to respond to your queries within a reasonable time.

Paynamics will provide you with support in the event you have concerns, complaints, inquiries or requests relating to your Personal Account or your use of the Services via the Viber App. If you cannot resolve the issues you are having via the Viber App, please feel free to contact us at vpsupport@viber.com

For general support queries on the use of Viber Pay, you may also refer to our Frequently Asked Questions ("FAQ"s).

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PAYNAMICS, VIBER, NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AND AFFILIATES SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF VIBER PAY INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM OR RELATED TO ANY OF THE FOLLOWING:

- A. ANY CLAIM RELATED TO PERSONAL OR BODILY INJURY IN CONNECTION WITH THE USE OF THE SERVICE;
- B. ANY HARM OR DAMAGE CAUSED BY, OR OTHERWISE RELATED TO, YOUR RELIANCE ON INFORMATION PROVIDED THROUGH THE SERVICE;
- C. ANY LOSS OR UNAUTHORIZED DISCLOSURE OF DATA;
- D. ANY HARM OR DAMAGE CAUSED BY, OR OTHERWISE RELATED TO, YOUR USE OF OR INTERACTION WITH ANY SERVICES OFFERED THROUGH THE SERVICE; AND
- E. REFUSAL OF ANY BANK, OTHER FINANCIAL INSTITUTION AND THE LIKE TO ALLOW, ACCEPT OR HONOR THE SERVICES;
- F. THE USE OF THE SERVICES IS HONORED BY ANY BANK, OTHER FINANCIAL INSTITUTION AND THE LIKE BUT SUCH TRANSACTION IS NOT AUTHORIZED BY THE USER;
- G. THE USER IS UNABLE TO PERFORM OR COMPLETE ANY TRANSACTION THROUGH THE USE OF VIBER PAY DUE TO SERVICE/SYSTEM/LINE UNAVAILABILITY OF PAYNAMICS, VIBER PAY, OR ANY THIRD-PARTY PROVIDER; AND
- H. ANY VIOLATIONS OF APPLICABLE LAWS AND OTHER AGREEMENTS.

12. ADHERENCE TO ANTI-MONEY LAUNDERING ACT (AMLA/REPUBLIC ACT NO. 9160) AND ANTI-FIANCIAL ACCOUNT SCAMMING ACT (AFASA/REPUBLIC ACT. NO. 12010)

In case your transaction is considered as a covered transaction, Paynamics shall immediately report the same to the Anti-Money Laundering Council (“**AMLC**”) within five (5) working days from the occurrence thereof, unless a different or updated reporting period will be required by the Law.

Covered transactions under applicable Law refers to any of the following:

- a. A transaction in cash or other equivalent monetary instrument exceeding Five Hundred Thousand pesos (PHP500,000.00);
- b. A transaction with or involving jewelry dealers, dealers in precious metals and dealers in precious stones in cash or other equivalent monetary instrument exceeding One Million pesos (Php1,000,000.00); or
- c. A cash transaction with or involving real estate developers or brokers exceeding Seven Million Five Hundred Thousand Pesos (P7,500,000.00) or its equivalent in any other currency.

In case your transaction is suspicious pursuant to our existing AML/CTF policies and the applicable Law, we shall report it immediately to the AMLC. Suspicious transaction refers to a transaction, regardless of amount, where any of the suspicious circumstances, as herein defined, is determined, based on suspicion or, if available, reasonable grounds, to be existing.

Should a transaction be determined to be both a covered and a suspicious transaction, the same shall be reported as a suspicious transaction. In this regard, it shall be reported first as a Covered Transaction Report (“**CTR**”), subject to updating if it is finally confirmed to be reportable as a Suspicious Transaction Report (“**STR**”).

Paynamics, likewise, strictly adheres to the provisions of the Anti-Financial Account Scamming Act (Republic Act No. 12010) to safeguard users and the institution from losses arising from fraudulent activities. In compliance with this law, Paynamics shall implement preventive measures, including but not limited to the following:

- a. temporarily holding funds in case of suspected or disputed transactions, in accordance with BSP regulations and AFASA mandates;
- b. immediate suspension or termination of accounts involved in money mulling, social engineering schemes, or other fraudulent activities;
- c. termination of accounts of Users found to be engaging in prohibited acts under AFASA, including the misuse of accounts for unlawful purposes.

Paynamics shall not be held liable for any loss arising from a failure to comply with this provision if such failure is caused by a User’s involvement in prohibited activities under AFASA or other related laws.

13. MISCELLANEOUS

Communications

We’ll usually communicate with you through the Viber App. This is how we will provide account information and tell you about any fraud, or suspected fraud, relating to your account. It is also how we will tell you if there is a security threat to your account. Make sure you regularly check the Viber App for this information. To help keep your account safe and operational, download the latest software for your mobile device and the latest version of the Viber App as soon as they are available.

Your consents, approvals, acceptances and other statements in relation to Viber Pay given using the Viber App shall have the same legal validity as your signature on a written document. Your agreements concluded with us via the Viber App shall be deemed to be written agreements concluded between you and us. Any instructions to Paynamics for conducting operations and other actions submitted/executed from you through the Viber App will be treated as submitted / executed by you and valid as actions performed by you.

Disclosures and Notices; Electronic Signature Consent

By registering for a Personal Account, you agree that such registration constitutes your electronic signature, and you consent to electronic provision of all disclosures and notices from Paynamics and Viber (“**Notices**”), including those required by Law. You also agree that your electronic consent will have the same legal effect as a physical signature.

You agree that Paynamics and Viber can provide Notices regarding Viber Pay and the Services to you through the Viber App or our website. Notices may include notifications about your Personal Account, changes to

Viber Pay and the Services, or other information we are required to provide to you. You also agree that electronic delivery of a Notice has the same legal effect as if we provided you with a physical copy.

Due to the nature of the Services, you will not be able to begin using the Services without agreeing to electronic delivery of Notices. However, you may choose to withdraw your consent to receive Notices electronically by terminating and closing your Personal Account pursuant to these Terms.

Contracts and Authorizations

Your use and availment of the Services via the Viber App may be conditioned on your agreement to certain contracts and authorizations. By signifying your consent and permissions therein, you agree to be bound by these Terms and such contracts and authorizations shall be deemed validly and voluntarily executed by you. Upon request, Paynamics may furnish you electronic copies of such documents.

Notices

You agree that all documents or notices may be delivered to you electronically through the Viber App, and/or through your e-mail address, and/or mobile number provided upon registration. Accordingly, you recognize and acknowledge that it is your sole responsibility to update Paynamics through Viber Pay with your current e-mail address and mobile number and Paynamics shall not be liable for any claim of loss or damage for failure to receive such Notices, should changes be not reflected or updated accordingly. Any Notice sent to you via the Viber App, your registered email address or mobile number shall be deemed received and sufficient Notice for any purpose required by these Terms and the applicable Law.

Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with laws of the Republic of the Philippines.

The parties shall use their good faith efforts to resolve any dispute, controversy or claim of any nature whatsoever arising out of or in relation to or in connection with these Terms. To this end, the parties in dispute shall each promptly appoint representatives of appropriate standing who shall meet and attempt to resolve any dispute between them. In the event that an amicable settlement has not been reached within thirty (30) calendar days of the parties' meeting as aforesaid, the following provisions of this clause shall apply.

Any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Philippine Dispute Resolution Centre, Inc. ("PDRCI") Arbitration Rules in force at the time of the commencement of the arbitration. The number of arbitrators shall be one (1). The place of arbitration shall be in Taguig City. The language(s) to be used in the arbitral proceedings shall be English.

In the event of failure to settle disputes via arbitration, all matters, claims or disputes arising out of or in connection with these Terms shall be submitted to the exclusive jurisdiction of the courts of Makati City.

Entire Agreement

These Terms and all policies and procedures that are incorporated by reference constitute the entire agreement between you and Paynamics for provision and use of the Services. Except where expressly stated otherwise in writing executed between you and Paynamics, these Terms will prevail over any conflicting policy or agreement for the provision or use of the Services. These Terms sets forth your exclusive remedies with respect to the Services. If any provision or portion of these Terms is held to be invalid or unenforceable, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

Non-Assignment

You may not assign or transfer your rights or delegate your duties under the Terms, including your login details.

Severability

If any of the provisions in these Terms is found unenforceable, all other terms and conditions will remain unaffected and in full force and effect. The failure to enforce any provision of these Terms is not a waiver of our right to do so later, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

Survival

All provisions of these Terms that give rise to a party's ongoing obligation will survive termination of these Terms.

Representations and Warranties

By accepting the terms of these, you represent and warrant that: (a) you are eligible to register and use the Services and have the authority to execute and perform the obligations required by these Terms; (b) any information you provide us is accurate and complete; (c) you will comply with all Laws applicable to use of the Services; (d) you will not use the Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner that interferes with the normal operation of the Services.

DIGITALLY SIGNED

I HAVE READ THESE TERMS AND CONDITIONS AND AGREE TO ALL OF THE PROVISIONS CONTAINED HEREIN AND ANY FUTURE REVISIONS THEREOF, IN ACCORDANCE WITH THESE TERMS. BY CLICKING THE “CONTINUE” BUTTON IN THE VIBER PAY USER ONBOARDING INTERFACE, I UNDERSTAND THAT I AM CREATING A DIGITAL SIGNATURE, WHICH I INTEND TO HAVE THE SAME FORCE AND EFFECT AS IF I HAD SIGNED MY NAME MANUALLY.

Annex A Viber Pay - Paynamics Fees

This annex lists the fees applicable to certain transactions within the Viber Pay service. All fees are subject to change, and Paynamics will communicate any adjustments at least 60 days before they take effect unless immediate effectivity is required by law.

1. Wallet-to-Wallet Transfers within Viber

- **Send money within the same wallet currency:** Free

2. Cash-in Fees

- **Cash in via Bank**
 - BDO: ₱25
 - BPI: ₱5
 - Landbank: ₱20
 - UnionBank: ₱20
- **Cash in via e-Wallets**
 - GCash: ₱5
 - Maya: ₱15
- **Cash in Over-the-Counter**
 - 7-11: 2% of amount, minimum ₱50
 - CLiQQ: 2% of amount, minimum ₱50
 - SM: 2% of amount, minimum ₱50
 - Cebuana Lhuillier: 2% of amount, minimum ₱50
 - M Lhuillier: 2% of amount, minimum ₱50

3. Cash-out Fees

- **Cash out Over-the-Counter**
 - Cebuana Lhuillier: ₱150
 - M Lhuillier: ₱150
- **Cash out via Bank**
 - BDO: ₱15
 - BPI: ₱15
 - Landbank: ₱15
 - Metrobank: ₱15
 - UnionBank: ₱15
- **Other Cash-Out Channels**
 - GCash: ₱15
 - Maya: ₱15