

Philippines Viber Business Accounts Terms and Conditions

Last Updated: 15.08.2025

These Philippines Viber Business Accounts Terms and Conditions ("Philippines Business Accounts Terms" or "Philippines Business Terms") constitute a legally binding agreement between you ("Business" or "you"), provided that you or your counterpart are situated in the Philippines or availing of the Philippine market and having minimum contacts in the Philippines, and Viber Media S.à r.l. ("Viber", "we," or "our"). The Philippines Business Accounts Terms supplement the Business Account Terms.

BY CREATING AND INTERACTING WITH THE BUSINESS ACCOUNT AND THE BUSINESS SERVICES, YOU AGREE TO BE BOUND BY THESE BUSINESS ACCOUNTS TERMS AND ALL OTHER APPLICABLE TERMS AND POLICIES, AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THEM. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCEPTING THEM. IF YOU DO NOT AGREE TO ALL OR PARTS OF THESE BUSINESS ACCOUNTS TERMS, YOU ARE NOT ALLOWED TO INTERACT WITH THE VIBER BUSINESS SERVICES IN ANY MANNER.

YOU EXPRESSLY AGREE TO BE BOUND BY THE PROHIBITED ITEMS POLICY AND DECLARE THAT YOU WILL NOT SELL ANY ITEMS LISTED IN THE POLICY, AS AMENDED FROM TIME TO TIME.

YOU ACKNOWLEDGE THAT YOU WILL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO, INTERNET TRANSACTION ACT AND ITS IMPLEMENTING RULES AND REGULATIONS, CONSUMER ACT, DATA PRIVACY ACT OF 2012 AND ITS IMPLEMENTING RULES AND REGULATIONS, AND JOINT ADMINISTRATIVE ORDER 22-01 SERIES 2022 ISSUED BY THE DEPARTMENT OF TRADE AND INDUSTRY THE DEPARTMENT OF AGRICULTURE (DA) THE DEPARTMENT OF HEALTH (DOH). YOU ACKNOWLEDGE LACK OF COMPLIANCE WITH THE ABOVEMENTIONED MAY RESULT IN THE SUSPENSION OR CLOSING OF THE BUSINESS ACCOUNT AT VIBER'S SOLE DISCRETION.

1. Legal and Regulatory Compliance

1.1 In order to access and utilize the Business Services in the Philippines, in addition to the requirements specified under Section 4.1 of the Business Terms and all other information required to be disclosed by applicable law or regulation, you are required to provide the following information in your offers under your Business Account: (i) name and brand of the goods or services; (ii) price; (iii) description; (iv) condition; (v) location

of where the goods are produced or manufactured; and (vi) contact information including email address and business phone number. You may update your Business Profile at any time via the “Manage Profile” screen.

Not providing the above information may result in the Business Account being suspended or closed. You acknowledge that it is your legal obligation to include these elements in your offers and not providing this information may expose you to penalties and other liability.

1.2 You expressly agree and warrant that you shall abide by the following principles whilst using Business Services in the Philippines towards your customers:

i. Fair Treatment of Consumers. Online businesses shall refrain from illegal, fraudulent, unethical, or unfair business practices that may harm consumers.

ii. Upholding Responsibilities. You shall value consumer rights to the same extent as traditional brick-and-mortar businesses.

iii. Compliance with Laws and Regulations. You shall observe and comply with the policies, laws and regulations in the countries where their goods and services are marketed.

iv. Conformance to Local Standards. You shall apply the necessary standards and provide accurate information in the local language of the countries where their goods and services are marketed.

v. Ensured Quality and Safety. You shall ensure shared responsibility along the entire supply chain. They shall not compromise product, health, and food safety, not offer products which have been recalled, banned or prohibited, and shall ensure that their services are of highest quality.

vi. Honest and Truthful Communication. You shall provide easily accessible, complete, and correct information about their goods and services, and adhere to fair advertising and marketing practices.

vii. Price Transparency. You shall ensure transparency and openness regarding their prices, including any additional costs, such as customs duties, currency conversion, shipping, delivery, taxes, service/processing fees, and convenience fees.

viii. Proper Recordkeeping. Online businesses shall keep proper records of purchase, provide complete records of the goods purchased, and have them delivered in the promised time and described condition.

ix. Review and Cancellation Options. You shall offer options to allow consumers to review their transactions prior to final purchase, and of cancellation and allow consumers to review their transaction before making the final purchase, and to withdraw from a confirmed transaction in appropriate circumstances. Fraudulent acts both by online businesses and consumers shall be dealt with in accordance with existing penal/special laws.

x. Responsive Consumer Complaint and Redress System. You shall take consumer complaints seriously, establish a fair and transparent system to address complaints, and provide appropriate compensation, such as refund, repair, and/or replacement.

xi. Consumer Information Security. You shall secure the personal information of consumers, actively protect their privacy, be transparent about processing personal data, and if appropriate under the circumstances, ask for permission prior to any personal data processing activity.

xii. Online Payment Security. You shall ensure that online payments used are safe and secure. They shall safeguard sensitive data by choosing digital payment platforms with the appropriate secure technology and protocols, such as encryption or SSL, and display trust certificates to prove it.

xiii. Desistance from Online Spamming. You shall not engage in online spamming. They shall allow consumers to choose whether they wish to receive commercial messages by e-mail or other electronic means, and provide adequate mechanisms for them to opt-out from the same.

xiv. Non-proliferation of Fake Online Reviews. You shall not restrict the ability of consumers to make critical or negative reviews of goods or services, or spread wrong information about competitors.

xv. Consumer Education on Online Risks. You shall educate consumers about (online) risks. They shall help consumers in understanding the risks of online transactions, and provide competent guidance if needed.

xvi. Condition of Goods. The goods delivered to the consumer must match the condition, type, quantity, and quality described or shown by you, including any sample, picture, model, or additional specifications provided, and must possess the agreed functionality, compatibility, interoperability, and fitness for their intended purpose, as well as any particular purpose communicated by the consumer and accepted by you at the time of contracting.

xvii. Conformity with Advertising and Functionality. Goods must be delivered with all advertised or described accessories, including all other packaging, installation materials, user manuals, and instructions, with relevant information stated in the packaging written in Filipino and/or English (if applicable), and must have the qualities, performance, functionality, compatibility, and interoperability standard for goods of the same type, as the consumer may reasonably expect based on their nature and any public statement or testimonial made by the online business, producer, or others in the supply chain, unless the online business proves it was unaware of such statement, it had been corrected before the contract was concluded, or it could not have influenced the consumer's purchase decision

1.3. Compliance with applicable laws and regulations.

You warrant and agree to comply with all applicable laws and regulations, including but not limited to the laws of the Republic of Philippines related to Business Services in the Philippines, including but not limited to e-commerce law, tax laws, data protection laws,

registration requirements, and consumer protection laws. You are responsible for ensuring and warrant that all aspects of their business operations, including the sale of goods or services, adhere to these legal requirements. Failure to comply with any applicable laws or regulations may result in termination of access to the Business Services and may subject you to legal penalties and liabilities.

You warrant and agree to comply in particular with the following non-exhaustive list of laws, regulations, decisions and orders, as amended from time to time by the authorities:

- i. Internet Transactions Act of 2023 (Republic Act No. 11967) and its Implementing Rules and Regulations;
- ii. Consumer Act of the Philippines (Republic Act No. 7394) and its Implementing Rules and Regulations;
- iii. Joint DTI-DOH-DA Administrative Order No. 01-08;
- iv. Joint DTI-DOH-DA-DENR Administrative Order No. 22-0132;
- v. RA. No. 4109 otherwise known as the “Standards Law”, which includes i.e. compliance to all Department Administrative Orders issued by DTI particularly the Technical Regulations issued to ensure and certify product quality and safety;
- vi. RA. No. 9211 or the “Tobacco Regulation Act of 2003” and E.O. No. 106 s. 2020, which shall apply to ensure i.e. that online businesses abide with the restrictions set forth on advertising, promotions, and access of minors, in order to further protect the consumers against the hazards to health and safety of tobacco, vapor products and heated tobacco products;
- vii. RA. No. 10611 or the “Food and Safety Act of 2013”, P.O. No. 1619 s. 1979, and FDA Circular No. 2019-006, which shall apply to ensure i.e. that online businesses abide with the restrictions set forth on advertising and promotions and access of minors, in order to further protect the consumers against the hazards to health and safety of alcoholic beverages;
- viii. DA regulations such as, but not limited to, proper handling and stewardship shall also apply to the offer and sale of agricultural products online, such as fertilizers, and pesticides, whether conventional, biotech-traited or those with plant incorporated protectants;
- ix. DTI Memorandum Circular No. 22-18, series of 2022 which enumerates the products covered under the BPS Mandatory Product Certification Schemes, and classified into three (3) product groups – Electrical and Electronic Products, Mechanical/Building and Construction Materials, and Chemical and Other Consumer Products. The latest list of products is uploaded in the DTI website. Such a list may be updated or revised from time to time and you are responsible for monitoring and complying with any changes.
- x. DTI-BPS Mandatory Certification Schemes i.e.:

- in case of the sale of products covered under the DTI Bureau of Philippine Standards (DTI-BPS) Mandatory Product Certification Schemes that you shall ensure such products sold in online platforms bear a valid Philippine Standard (PS) Quality and/or Safety Certification Mark, Import Commodity Clearance (ICC) sticker, or any certification mark approved and issued by the DTI-BPS;
- Online businesses engaged in the sale of consumer products subject to mandatory certification shall possess a valid Certificate of Online Registration issued by the BPS as proof of compliance with regulatory requirements.

xi. Consumer Product and Service Warranty. You shall comply with the pertinent rules on provision of warranty under the Civil Code and under Title III of R.A. No. 7394.

xii. Labeling Requirements – You shall comply with the following labeling requirements under R.A. No. 7394, R.A. No. 9711, and other pertinent and relevant laws.

xiii. Price Tag Placement. Pursuant to Articles 81 and 83 of RA. No. 7394, you shall comply the following rules and regulations shall apply as regards the price of the product or service offered online:

- Product listings must contain the price(s) of the product/service in Philippine pesos and must display payment policies, delivery options, returns, refunds and exchange policy, and other charges if applicable;
- Total price must be displayed. It must be clear, updated and accurate to avoid misleading online consumers;
- Indicate the price in high visibility areas preferably near the product title, or the add-to-cart button and ensure the text used for the price is readable and accessible; and
- The practice of providing prices through private (or direct) messages to consumers/buyers is considered a violation of the Price Tag Law.

xiv. RA No. 10173, otherwise known as the Data Privacy Act and its Implementing Rules and Regulations

1.4 You are prohibited to engage in the following activities (please note that the list is non-exhaustive):

i. Deceptive online sales acts or practices regulated i.e. by the Article 50 of RA. No. 7394 and Sections 155.1, 155.2, and 165.2(b) of RA. No. 8293 or otherwise known as the “Intellectual Property Code of the Philippines”, which declare deceptive acts or practices by a seller or supplier in connection with a consumer transaction as a violation;

ii. unfair or unconscionable sales act or practice regulated i.e. Article 52 of RA. No. 7394 and Sections 155.1, 155.2, and 165.2(b) of RA. No. 8293 when the seller induces the consumer to enter into a sales or lease transaction grossly inimical to the interests of the consumer or grossly one-sided in favor of the online seller, merchant, or a-retailer by taking advantage of the consumer’s physical or mental infirmity, ignorance, illiteracy, lack of time or the general conditions of the environment or surroundings. In determining whether an act or practice is unfair and unconscionable.

2. Prohibited items list

2.1 You warrant and represent that you shall not sell or advertise any products or/and services included in the Prohibited Products and Services Policy attached as an Annex 1 to these Business Terms and as amended from time to time, any products and services listed in the Food and Drug Administration warned product list and other issuances of the FDA pertaining to restrictions, prohibitions and warnings about certain goods and services and products and services which are prohibited to sell under applicable law. You shall consult the list periodically to ensure that you are up to date with the most current list, FDA issuances as well as applicable law. You may access FDA website [here](#) and you are responsible for monitoring any changes.

2.2 It is strictly prohibited to sell and advertise any products and services included in the Prohibited Products and Services Policy. Viber may at its sole discretion i. block your Business Account or ii. Terminate our agreement for the provision of Business Services and delete your account.

2.3. You acknowledge and agree that it is your sole responsibility to familiarize yourself with applicable law and regulations pertaining to your business activity, in particular regarding the goods and services you may sell or offer.

3. Marketing and advertising

3.1 You warrant that any promotional offer including any discount, premium, or gift, and that conditions required to qualify are accessible to your customer, clear, and unambiguous

3.2 In case of the violation of the clause 4.1 Viber may at its sole discretion i. block your Business Account or ii. Terminate our agreement for the provision of Business Services and delete your account.

4. Viber Pay Business Wallet

If you are using your Viber Pay for business on your Business Account, the applicable Viber Pay for Business Terms and Conditions shall apply.

Annex 1

Prohibited Products and Services Policy

Prohibited Products and Services Policy, an essential part of the Philippines Business Terms . This annex serves as a guide to help you understand which items are not permitted for sale via Business Accounts. Our commitment to providing a safe, lawful, and trusted environment for buyers and sellers necessitates strict adherence to these guidelines.

The list of prohibited products and services is designed not only to comply with legal requirements but also to assist you in ensuring that your listings meet our standards. By

understanding and following these guidelines, you contribute to a positive experience for all participants in our community. The list is not exhaustive.

It is important to note that you are responsible for complying with all applicable laws and regulations governing the sale of your products. This annex is intended to help you navigate these complexities, but it is ultimately your responsibility to ensure that your listings are lawful and appropriate.

Please review this annex carefully and ensure that your listings comply with our standards. Violations of these policies can result in the removal of listings, account suspension or termination, and other legal consequences. If you have any questions or need further clarification, our support team is here to assist you.

NON-EXHAUSTIVE LIST OF THE PROHIBITED ITEMS

This list may be revised or updated by the relevant regulatory agencies concerned.

i. Wildlife and wildlife by products and derivatives:

a. Wild plantflora, plant parts (i.e. Bark, leaves/shoots, roots, wood, essential oils) and propagules (i.e. Living cuttings and genetic material), and seeds and seedlings of plant species listed under the cites appendices; and threatened species and exotic species which are regulated, restricted by the Wildlife Act (R.A. 9147). Prohibited items: alien invasive species and wildlife species collected from the wild.

b. Live wild animals/fauna (including fingerlings, hatchlings, eggs, and/or genetic material); unprocessed and processed by-products and derivatives of fauna listed under the cites appendices and threatened species and exotic species which are restricted by the Wildlife Act (R.A. 9147); prohibited items: alien invasive species and wildlife species collected from the wild.

ii. Human parts or remains;

iii. Fertilizers, pesticides (chemical and biorational), other agricultural chemicals, and seeds with plant incorporated protectants; and seeds, conventional or biotech-traited;

iv. Toxic substances and hazardous wastes;

v. Imported Recyclable Materials Containing Hazardous Substances [scrap metals; scrap plastics; electronic assemblies and scrap (including imported, second-hand or used electrical and electronic equipment); used oil; and fly ash

vi. Health products, including food, drugs, cosmetics, devices, biologicals, vaccines, in-vitro diagnostic reagents, household/urban hazardous substances, household/urban pesticides, toys and childcare articles;

vii. Prohibited Food:

a. Listings containing medicinal claims – that is, a claim that the item is intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in humans and/or animals, contraception, inducing anesthesia or otherwise preventing or interfering with the normal operation of a physiological function, whether permanently or temporarily, and whether by way of terminating, reducing or postponing, or increasing or accelerating, the operation of that function or in any other way (for example, pharmaceutical drugs, contact lenses, misbranded dietary supplements);

b. Noxious food items – Food which contains any prohibited substances or substances in excess of permitted proportions, adulterated food without fully informing buyer at the time of sale of the nature of the transaction;

c. Unpasteurized dairy products;

i. Products marketed as breast milk substitutes including infant formula, and other milk products, foods and beverages including bottle-fed complementary foods, when marketed or otherwise represented to be suitable, with or without modification, for use as a partial or total replacement of breast milk; feeding bottles and teat in compliance with the provisions of E.O. 51 or the Milk Code and its implementing rules and regulations;

d. Wild mushrooms; and

e. Any other food items hazardous to human health.

viii. Drugs, prescription-only medicines, pharmacy-only medicines, drug-like substances and associated paraphernalia;

ix. Alcoholic beverages;

x. Tobacco or tobacco related products, electronic cigarettes, e-juices, and heated tobacco products;

xi. Ionizing radiation sources and services/activities involving thereof, which include radiation devices and radioactive materials, and services/activities where such sources are used for medical and non-medical purposes

xii. Lottery tickets;

xiii. Slot machines;

xiv. Goods or items that are:

a. Embargoed;

b. Mislabeled;

c. Recalled;

d. Stolen;

- e. Expired;
- f. Repacked
- g. Unlabeled
- h. Smuggled
- i. Parallel imports, with the exception of drugs and medicines when authorized by law, such as:
 - Non-counterfeit product imported from another country without the expressed permission of the intellectual property owner;
 - Non-counterfeit, duty free product declared for personal use;
- xv. Used cosmetics;
- xvi. Counterfeit items, such as:
 - a. Counterfeit currency and stamps;
 - b. Counterfeit goods, pirated goods and/or content;
 - c. Potentially infringing items: Items including but not limited to replicas, counterfeit items, and unauthorized copies of a product or item which may be in violation of certain copyrights, trademarks, or other intellectual property rights of third parties;
 - d. Counterfeit GM seeds that are sold without the mandatory biosafety permits issued by the BPI
- xvii. Currency, credits, and securities such as:
 - a. Currency or credits including, without limitation, digital currency or credits, and stored value cards;
 - b. Credit and debit cards;
 - c. Shares, stock, other securities and stamps;
- xviii. Precious metals such as but not limited to gold bar, silver bar, platinum bar, conflict minerals (natural sources extracted in a conflict zone and sold to perpetuate fighting), conflict diamond (diamond mined in a war zone and sold to finance an insurgency);
- xix. Artifacts and antiquities;
- xx. Weapons, such as:
 - a. Firearms, weapons such as pepper spray, replicas, and stun guns, etc.;
 - b. Lock-picking devices;

xxi. Equipment and devices critical to surveillance and information gathering, such as:

a. Telecommunication equipment that has not been registered with the National Telecommunications Commission of the Philippines, and electronic surveillance equipment and other similar electronic equipment such as cable TV, de-scramblers, radar scanners, traffic signal control devices, wiretapping devices and telephone bugging devices;

b. Circumvention devices used in modifying, decoding, recoding of vital information;

xxii. Government or Police related items such as badges, insignia or uniforms;

xxiii. Prohibited services: the provision of services that are sexual, or illegal in nature;

xxiv. Obscene, seditious or treasonous materials, as defined under the revised penal code and other special laws;

xxv. Publications, books, films, videos and/or video games that do not comply with applicable laws in the country of sale and/or delivery;

xxvi. Blasphemous materials showing disrespect, irreverence, discrimination to any religion;

xxvii. Products that:

a. Relate to campaigns, elections, political issues, or issues of public debate;

b. Advocate for or against, or attack a politician or political party; or

c. Promote or encourage any form of hate, crime, prejudice, rebellion or violence;

xxviii. Any other items that are, or that contain components that are:

a. Illegal or restricted in the jurisdiction of the Buyer and/or the Seller or which otherwise encourage illegal or restricted activities, or

b. Determined by any governmental or regulatory authority to pose a potential health or safety risk.

xxix. Wildlife, species (flora and fauna) whether live, stuffed, preserved, by-products and derivatives which are regulated by the Wildlife Act (RA 9147)

a. Live animals whether domestic or wild (exotic or indigenous) animals which may be found producing, companion, aquatic, laboratory, including birds, worms, bees and butterflies, its products and by products, veterinary feed premixes and biologics, laboratory specimen of animal origin, feeds and feed ingredients that may be carriers of communicable animal diseases

b. Terrestrial wildlife species whether live, stuffed, preserved, by products & derivatives, including:

i. All wildlife species (fauna and flora) bred in captivity or propagated

ii. All exotic species (fauna and flora)

xxx. Fishery and aquatic products:

a. All fish and fishery/aquatic products (live, fresh, dried and/or processed, frozen and chilled)

b. Live Mud crab ("Alimango"-*Scylla serrata*), carapace length of 10cm or over and weight of 200 grams or over

c. Seasnakes whether live, skin or products from the skin or meat

d. Shells such as:

e. Black lip pearl ("Concha Negra"-*Pinctada margaritifera*), with a minimum size of 11cm, maximum outside long axis measurement, taken at right angle to the base.

f. Gold lip pearl ("Concha blanca"-*Pinctada maxima*), with a minimum size of 19cm, maximum outside long axis measurement, taken at right angle to the base.

g. Semi-finished or Semi-processed Capiz shells ("*Kapis*"), 8cm or over in diameter measured from the base perpendicular towards the top edge of the shell

h. Hirose shell ("*Babae*"-*Trochus noduliferus*), with a minimum size of 5cm across the least diameter of the base, taken at right angles to the axis

i. Rough top shell or trochus shell ("*Simong*"; *trocha rough variety-trochus maximus*), with a minimum size of 7.5cm across the least diameter of the base, measured at right angles to the axis

xxxi. All plants, planting materials, plant, and wood products:

a. Pest specimen, including wood packaging materials capable of harboring plant pests

b. Lumber, logs, poles, piles, log core and flitches/railroad ties produced from planted trees from both the forestlands and private lands

xxxii. Coffee

xxxiii. All sugarcane-based sugar such raw sugar, white sugar, and muscovado, and Molasses

xxxiv. Leaf Tobacco such as Virginia, Burley, Native tobacco strips, tobacco stems, expanded tobacco and tobacco refuse/scraps/dusts, etc.

xxxv. Tobacco products such as cigarettes, cigars, heated tobacco products, pipe tobacco, chewing tobacco, snuff, homogenized tobacco, reconstituted tobacco, cut fillers, cut rags, snus, etc.

xxxvi. Tobacco-related materials such as packaging materials, filters, flavorings, adhesives, collagens, machines and spare parts, etc.

xxxvii. Crushed and/or sized sand gravel and/or other unconsolidated materials

xxxviii. Iron, manganese and/or chromium ore(s), whether unprocessed or processed

xxxix. Mine wastes and/or mill tailings

xl. Unprocessed, raw, or run-of-mine mineral(s)

xli. Controlled chemicals

xl. Legal tender Philippine notes and coins, checks, money order and other bills of exchange drawn in pesos against banks operating in the Philippines in an amount exceeding PHP 50, 000.00

xl. Cultural properties such as archaeological materials, traditional ethnographic materials, antiques, historical relics, natural history specimens, including holotypes, endangered, irreplaceable specimens, and fossils

xl. Optical and magnetic media, its manufacturing equipment, parts and accessories and manufacturing materials

xiv. Firearms and ammunition, parts, and components thereof, accessories of firearms, tools, machinery, or instruments used or intended to be used in the manufacture of firearms and ammunition or parts thereof, bullet proof vests, airguns, airsoft guns, and taser guns.

xlvi. Chainsaw, including its parts and accessories. Chainsaw refers to any portable saw or similar cutting implement rendered operative by an electric or internal combustion engine or similar means, that may be used for, but is not limited to, the felling of trees or the cutting of timber;

xlvi. Nuclear and radioactive material having specific activity greater than 70kBq/kg

xlvi. Nuclear related dual use items

xlix. Explosive/Explosive ingredients

I. Firecrackers and Pyrotechnic devices