

## VIBER PAY TERMS AND CONDITIONS

*[Last Updated: 31.08.24]*

These Viber Pay Terms and Conditions (“**Terms**”) are legally binding between Viber Media Philippines, Inc (“**Viber**”, “**we**”, “**our**” or any other similar pronouns) and you as user (“**user**”, “**you**”, “**your**” or any other similar pronouns).

**BY CLICKING ON THE “ACCEPT” BUTTON, YOU AGREE TO BE BOUND BY THESE TERMS 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 PART OF THESE TERMS, YOU ARE NOT ALLOWED TO USE VIBER PAY IN ANY MANNER.**

Under these Terms, Viber offers you access to the payment services rendered by third-party payment services providers (each a “**PSP**”) via the Viber App as an additional feature of the Viber App. These Terms exclusively govern your relationship with Viber when using Viber Pay. The use of the Viber App is governed by the [Viber Terms of Service](#).

### **1. Viber Pay**

To access and use the services provided by the PSP (“**PSP Services**”), you need to accept the PSP’s terms, governing the PSP’s Services (“**PSP Terms**”), together with these Terms.

Viber does not render any payment services itself but rather acts as an Operator of Payment Systems. The PSP will provide you, via the Viber App, certain payment services and functions, which, subject to the PSP Terms, might vary from time to time (“**Viber Pay**”). The PSP Services may comprise the execution of payment transactions, the transfer and receipt of payments, converting your funds into e-money, as outlined in the PSP Terms which will be made available to you during your onboarding to the PSP Services.

**WITHIN VIBER PAY, VIBER DOES NOT CONTROL OR PROCESS ANY OF YOUR FUNDS OR RENDER YOUR PAYMENT TRANSACTIONS AND ONLY PROVIDES YOU WITH A PLATFORM AS A GATEWAY TO USE THE PSP’S SERVICES, AS DETAILED IN THE PSP TERMS. VIBER IS NOT A PAYMENT SERVICES PROVIDER AND IT IS NOT PART OF ANY MANDATORY OR VOLUNTARY CUSTOMER PROTECTION SCHEME.**

### **2. Registration**

You acknowledge that Viber Pay is for your personal use only and is not meant for a business or commercial use.

In order to access Viber Pay, you must first download the Viber App and have an active account on the Viber App. Further, for Viber Pay you will have to complete a registration

process through the Viber App, and to choose your country of residence, as the PSP Services will depend on the country from which you access Viber Pay. You agree that in the event you change country during the term of use of Viber Pay, the scope of PSP Services may be modified depending on local country rules and you may be asked to sign up to country specific terms imposed by the PSP.

Through the registration process you will also be asked to provide additional information, including Personal Data (as such term is defined in the Viber Privacy Policy) to Viber and to the PSP in accordance with their Privacy Policy (e.g., passport or national ID card) to verify your identity as well as undertake anti-money laundering checks. Any information provided by you through the registration process to Viber will be handled in accordance with the [Viber Privacy Policy](#). We are under no obligation to review or verify information provided by you under these Terms. You are under a duty to keep constantly updated any information provided.

**IT IS AT THE PSP'S SOLE DISCRETION IF AND WHAT SERVICES ARE OFFERED TO YOU UNDER THE PSP TERMS.**

We rely on the PSP to authenticate you and approve your account. Transaction limits and other restrictions to your use of Viber Pay may be applied by the PSP. Applicable limits, restrictions, and other account information may be shown in the Viber App, if and once provided / approved by the PSP.

**3. Your obligations and duty of confidentiality**

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

**YOU ARE OBLIGED TO KEEP YOUR LOGIN DETAILS (E.G., PERSONAL PASSCODE AND USER NAME, OTHER BIOMETRIC INFORMATION, ETC.) CONFIDENTIAL AND TO PROTECT SUCH DETAILS AGAINST THIRD-PARTY USE. YOU ARE SOLELY RESPONSIBLE FOR ALL ACTIVITIES THAT OCCUR UNDER YOUR ACCOUNT AND YOU ARE OBLIGED TO INFORM US IMMEDIATELY VIA CUSTOMER SUPPORT IF YOU BELIEVE OR IF YOU HAVE 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 PSP 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 THE DEVICE ON WHICH OUR SOFTWARE WAS INSTALLED WAS HACKED OR IF THE DEVICE WAS LOST OR STOLEN, PLEASE CONTACT US ON YOUR COMPUTER VIA <https://vb.me/d55d8f>.**

Our use of any personal information you provide us is governed by our Privacy Policy available at: <https://www.viber.com/en/terms/viber-privacy-policy/>. We implement appropriate security measures to ensure adequate data protection, as well as the availability, integrity, and confidentiality of your personal information.

You confirm that you enter into these Terms in your own name and on your own behalf. By accepting these Terms, you declare that you are not acting for anyone else and that you will not allow someone else to access Viber Pay in your name or on your behalf.

You further confirm that you are not under the age of 18, and that you have the legal capacity to enter into these Terms. You further confirm that you will use Viber Pay only for purposes allowed by law.

Please note that the PSP Terms may provide for additional obligations, in particular on confidentiality and information provided. They may establish further access restrictions. Access to and use of Viber Pay may only be available if you are compliant with both these Terms and the PSP Terms.

#### **4. Viber Pay Additional Services**

Our local partners (e.g. local shops and merchants) may provide you promotions or offers through Viber Pay (together: **"Rewards"**) that you may use on their sites. We reserve our right to remove, suspend, limit, offer new Rewards or terminate the Rewards offer entirely at any time. Please note that your interaction and use of all Rewards is subject to the local partner's then-available terms and conditions. Viber incurs no obligations or duties in relation to these Rewards.

#### **5. License grant**

Subject to your compliance with the Terms, Viber grants you with a limited, revocable, non-exclusive, non-transferable and non-sub-licensable license to access Viber Pay, solely for the purpose set forth herein (**"License"**).

You shall not at any time, directly or indirectly, and shall not permit any third-party on your behalf to: **(i)** copy, modify, and/or create derivative works of Viber Pay, in whole or in part; **(ii)** rent, lease, lend, assign, sell, license, sublicense, assign, distribute, publish, transfer, and/or otherwise make available Viber Pay to a third party; **(iii)** reverse engineer, disassemble, decompile, decode, adapt, and/or otherwise attempt to derive and/or gain access to any software component of Viber Pay, in whole or in part; **(iv)** remove any proprietary notices from Viber Pay; **(v)** access Viber Pay and/or any content therein for benchmarking purposes; and/or **(vi)** access Viber Pay for any illegal, fraudulent, inappropriate manner, immoral, and/or unauthorized purpose (including that which would infringe upon the rights of a third party) and/or that is in breach of applicable law, legislation, rules and regulations, including anti-money laundering laws.

Except as granted herein under the License, Viber reserves all rights, title, interest in and to Viber Pay and all content, images, trademarks, tradenames, patent rights, copyrights, moral rights, rights of publicity, service mark rights, goodwill, trade secret rights, and/or other intellectual property rights that may exist now or come into existence in the future, whether registrable or not, and all of their applications, registrations, recordals, renewals and extensions, under the laws of any state, country, territory or other jurisdiction (“**Intellectual Property Rights**”). You may not use our tradenames and logos and/or any other Intellectual Property Rights, except if we authorized you, in writing, to do so.

## **6. Fees and rates**

Viber does not charge you for Viber Pay. However, the PSP may charge you for its services under the PSP Terms. In addition, third parties – such as your funding source – may charge fees or take other levies.

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 service, 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 Viber or by your funding source to you and remitted to the appropriate tax authorities on your behalf, any deductions or withholdings (including but not limited to cross-border withholding taxes, 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.

## **7. Term and termination**

Subject to the provisions herein, Viber may terminate Viber Pay at any time. You may at any time terminate Viber, but up to a one month notice period may be required in certain instances. If you want to terminate Viber Pay, please do so via the Viber App. Following termination of these Terms, the PSP may terminate its PSP Terms with you.

Viber may also terminate, restrict, or suspend all or part of Viber Pay immediately and without prior notice, in the following cases:

- if you made incorrect statements as to your Personal Data or your financial status, or did not provide adequate information;
- if the PSP has terminated its relationship with you;
- if Insolvency or similar proceedings have been opened over you;
- if you have lost your legal capacity to enter into these Terms;
- if the PSP determines that you are a significant fraud or credit risk;

- if we need to do so in order to comply with applicable legal, guidance, card schemes or regulator direction;
- if you are in material breach of these Terms or any other agreement with the Viber Group (as the term is defined in Section 9);
- If your account is being used or is suspected of being used for any fraudulent or illegal transactions or activities, such as, but not limited to violation of anti-money laundering and terrorist financing laws;
- If such action is required to protect our system from harm, including any form of denial of service attack or from viruses or malicious codes;
- In our sole determination, your continued access to or use of the services may expose us to any commercial, reputational, legal, regulatory, or other risks; or
- any applicable law or governmental authority requires us to or if there is a change in any applicable laws, the effect of which is that Viber needs to be licensed.

Following 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 the [Viber Privacy Policy](#) unless otherwise required by law.

**IN THE EVENT THAT THESE TERMS HAVE BEEN TERMINATED BUT NOT THE PSP TERMS WITH THE PSP, YOU MAY BE REQUIRED TO LIAISE WITH THE PSP DIRECTLY WITH REGARD TO THE PROVISION OF PSP SERVICES AND ACCESS TO VIBER PAY WILL NOT BE AVAILABLE ANYMORE.**

Sections 5, 10, 11 and 12 will continue to apply following termination of these Terms.

## **8. Amendments to the Terms**

We are always working on adding additional features to the services we provide and improving existing services. As such, and since there may be changes to applicable laws, we may update or change the services, including their functionality from time to time, and revise and reissue these Terms occasionally to reflect the services and practices correctly. We will only make changes if the provisions are no longer appropriate or incomplete. Unless otherwise required by law, we will provide you with 30 days' prior written notice. We 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 30 days' notice (or such later period if required by law). Once updated Terms come into effect, 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 Terms, you may notify us or terminate your relationship with us free of charge in

accordance with the Term and Termination section prior to the changes taking effect. It should be noted that changes to these Terms or the Viber App, will take effect immediately without prior written notice where such changes are: 1) exclusively to your benefit, 2) where they are of a purely administrative nature and have no negative effect on you, 3) where they are directly imposed by law, 4) due to important security compliance or risk conditions.

## **9. 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, VIBER, ITS PARENT COMPANY RAKUTEN GROUP INC. AND ANY SUBSIDIARIES OR AFFILIATED COMPANIES OF VIBER (“THE VIBER 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 VIBER GROUP DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED ON OR THROUGH OUR SERVICES 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 VIBER 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 THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE VIBER 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 VIBER 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.

The PSP may under the PSP Terms amend or adjust (i.e., upgrade, add services, remove services, etc.) its services rendered to you through the Viber App. We are not responsible for those services and the PSP is not our vicarious agent.

## **10. Support**

For questions, complaints, or any concern relating to the services, please go to Viber Pay profile and click “Support”. We will make our best efforts to respond to your queries within a reasonable time, but, if your query relates to services provided by the PSP we will be reliant on information or a decision from your PSP.

## **11. Limitation of liability**

VIBER DOES NOT EXCLUDE OR LIMIT ITS LIABILITY TO YOU WHERE IT WOULD BE ILLEGAL TO DO SO. THIS INCLUDES ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE (I.E. IF WE FAIL TO TAKE REASONABLE CARE OR EXERCISE REASONABLE SKILL IN THE PERFORMANCE OF A CONTRACT) OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS; FOR FRAUD OR FRAUDULENT MISREPRESENTATION (I.E. IF WE DELIBERATELY TELL YOU SOMETHING THAT IS UNTRUE, WHICH YOU THEN REASONABLY RELY ON); THE VIBER GROUP WON'T BE LIABLE FOR: (i) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR (ii) ANY LOSS OF USE, DATA, BUSINESS OR PROFITS, REGARDLESS OF LEGAL THEORY. THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT A MEMBER OF THE VIBER GROUP HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. THESE TERMS DO NOT EXCLUDE VIBER GROUP'S LIABILITY FOR LOSSES AND DAMAGES THAT ARE A RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL IN PROVIDING THE SERVICES OR OF OUR BREACH OF OUR OBLIGATIONS TO YOU UNDER THESE TERMS HOWEVER, SUBJECT TO THE FORGOING: (I) WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT IS NOT FORESEEABLE. LOSS OR DAMAGE IS FORESEEABLE IF EITHER IT IS OBVIOUS THAT IT WILL HAPPEN OR IF, AT THE TIME THE CONTRACT WAS MADE, BOTH WE AND YOU KNEW IT MIGHT HAPPEN; (II) WE ARE NOT RESPONSIBLE FOR ANY PRE-EXISTING FAULTS OR DAMAGE OR FOR ANY LOSS OR DAMAGE WHICH YOU COULD HAVE AVOIDED BY FOLLOWING OUR ADVICE OR INSTRUCTIONS (INCLUDING THESE TERMS AND ANY POLICIES REFERRED TO IN THESE TERMS); (III) WE ARE NOT RESPONSIBLE FOR ANY DISRUPTION, DELAY OR INABILITY TO ACCESS AND/OR USE THE SERVICES DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL SUCH AS PROLONGED POWER OUTAGES, PROBLEMS DUE TO HARDWARE OR SOFTWARE (INCLUDING VIRUSES AND BUGS), SYSTEM RELATED ISSUES AND MAINTENANCE (E.G. INCOMPATIBILITY, UPGRADE ERRORS IN THE SYSTEM), BREAKDOWN IN TELECOMMUNICATION FACILITIES, FIRES, TYPHOON, FLOOD, EARTHQUAKE OR ANY OTHER SIMILAR CALAMITY OR WAR, TERRORISM, REVOLUTION, RIOT, CIVIL OR MILITARY DISORDER, STRIKE, LOCKOUT OR OTHER

INDUSTRIAL ACTION, ACTS OF THE GOVERNMENT AND OTHER SIMILAR ACTS; (IV) WE ARE NOT RESPONSIBLE FOR ANY IMPROPER, FRAUDULENT, UNAUTHORIZED TRANSACTIONS DUE TO THEFT, UNAUTHORIZED DISCLOSURE OF THE SECURITY PROFILE OR VIOLATION OF THE PROTOCOL, WITH OR WITHOUT YOUR PARTICIPATION; (V) WE ARE NOT RESPONSIBLE FOR INACCURATE, INCOMPLETE OR DELAYED INFORMATION DUE TO DISRUPTION OR SYSTEM FAILURE; (VI) WE ARE NOT LIABLE FOR BUSINESS LOSSES. WE ONLY PROVIDE THE SERVICES FOR DOMESTIC AND PRIVATE USE. IF YOU USE THE SERVICES FOR ANY COMMERCIAL OR, BUSINESS PURPOSE, THE VIBER GROUP WILL HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS OPPORTUNITY. OTHER THAN FOR THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION), WE LIMIT OUR LIABILITY TO YOU TO THE GREATER OF €100 EUR. THIS PROVISION DOES NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW.

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

## **12. Miscellaneous**

### **Applicable Law**

The Terms are governed by the laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods is excluded.

### **Jurisdiction**

If any controversy, allegation, or claim (including any non-contractual claim) arises out of or relates to the Viber services (“**Dispute**”) then you and we agree to send a written notice to the other providing a reasonable description of the Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. Your notice of Dispute to us must be sent to us at [Viberforeigndispute@viber.com](mailto:Viberforeigndispute@viber.com). For a period of sixty (60) days from the date of receipt of notice from the other party, Viber and you will engage in a dialogue in order to attempt to resolve Dispute, though nothing will require either you or Viber to resolve Dispute on terms which either you or Viber, in each of our sole discretion, are uncomfortable with, or, prevent you from exercising any right you have to bring the Dispute directly before a competent court.

### **Non-Assignment**

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