Viber Payments Policy

The following Payment Policy ("Policy") applies to all users and details how your payments are made and received by Viber Media, S.a r.I ("Viber" or "we" or "us" or "our" or other similar pronouns) in connection with our website located at Viber.com (the "Site"), the Viber Software (the "Viber App"), and other products and services provided on the Site (all of the foregoing, collectively, the "Services").

By using the Services, you are accepting the terms, conditions and policies described in this Policy, as may be amended from time to time. Each time you use the Services and/or pay for a Service on the Site, you agree and expressly consent to the following:

GENERALLY

If you are under the age of eighteen (18) you need your parent or guardian to be involved in order to make any payments on Viber.

By making payments through the Site or the Viber App, you agree that we may communicate with you via Viber and/or email and/or any other available means in connection with any purchase you make on the Site or the Viber App.

For certain purchases, we may present you with additional terms before you complete the purchase ("Additional Terms"). The Additional Terms and the terms contained in this Policy will apply to your purchase. In the event there is a conflict between the provisions of this Policy and the Additional Terms, the Additional Terms will control.

PAYMENTS

Viber Credit. You can purchase credits ("Viber Credit") using any payment method made available to you by Viber. Viber Credit currently can be used only for Viber Out calls. The Viber Credit that you purchase will be applied to your User Account at the time of purchase. We will email you an acknowledgement of your order of Viber Credit at the email address provided by you to us.

If you do not use your Viber Credit for a period of six months (including Viber Credit that has been allocated to you by a Viber administrator), such credits will be frozen. You can reactivate the Viber Credit by accessing your Viber-Out account on viber.com, and following the instructions therein.

If your Viber account is deactivated, your Viber Credit will be lost. For this purpose, Viber Account may be deactivated in any of the following: (i) You actively deactivate your account. (ii) You remove Viber from your mobile device

and do not reinstall it within three months (iii) You do not log in to Viber for twelve consecutive months.

For Japanese numbers (+81), Viber Credit expires within 180 days of purchase, with no ability to reactivate.

Confirmation of Charges. The charges for applicable Services will be confirmed with you before you complete a purchase from Viber and may include taxes, fees or other costs. Viber may change the prices of such products at any time without any notice to you. You can choose whether or not to accept the new charges prior to completing your next purchase of the applicable product. The new prices will apply to your next purchase after the new prices have been published.

No Reliance on Future Availability. You agree that you are not relying on the future availability of any feature or product offered through the Service in agreeing to or making payments hereunder.

Foreign Currency. If you pay with foreign currency, you agree that the amount you are eventually credited may vary, as a result of foreign currency conversion policies of our third party payment processors, which you can find at the relevant website or location where you make the actual purchase.

No Cost Service Offerings. From time to time, Viber may offer certain products or features available at no charge for a trial period, at Viber's sole discretion, including as to duration and scope of no charge offers. However, Viber reserves the right to charge you for such products (at the normal rate) in the event that Viber determines (in its reasonable discretion) that you are abusing the terms of the offer, including if you are using any service, proxy or other device or anonymous IP address that prevents us from locating you.

Taxes. Viber may collect VAT or other indirect taxes at the applicable rate for the particular country (as per applicable tax rules) at the time of purchase of Viber Credit or at the time you use the Viber Credit.

Transaction Cancellation. We may refuse or cancel a transaction at any time in our sole discretion, if we believe it violates our Terms of Use or this Payments Policy or to prevent financial loss. In cases of fraud or illegal acts, we may cancel your Viber Credit.

Updating Payment Methods. You can change your payment method and billing information by logging into your Viber account at http://account.viber.com/. You agree that Viber may use information regarding your selected payment method provided by your issuing bank or applicable payment system.

Third Party Payment Processors. We use the services of third parties to process your payments and we require that these third parties take the appropriate organizational and technical measures to protect your personal data and traffic data and to comply with relevant laws. Please review the terms of use and privacy policies of those third parties before providing your banking or payment

information. See below for further information regarding <u>Payment Through Third</u> <u>Party Services</u>.

Data Usage & Charges. Using the Services on mobile applications will use some of the data allowance available on the data package to which you have subscribed with your mobile network operator. Out-of-country usage may lead to significantly higher costs than regular usage, and you are solely responsible for keeping yourself informed and paying for possible roaming and other applicable charges levied by your mobile network operator.

Unclaimed Property. Certain unclaimed property laws may be applicable in your jurisdiction. If you leave a credit balance unused for the period of time set forth by such laws, or if you delete your account and leave a balance, or if we deactivate your account, we may process your balance in accordance with our legal obligations under the applicable laws of your jurisdiction.

AUTOMATIC RECURRING CHARGES

If you purchase a service from us on a subscription basis, you agree that this type of Service requires a recurring payment and all payments shall be made by the payment method and payment intervals selected by you at the time you initiate the purchase, until you terminate the subscription.

The recurring charge feature will be automatically enabled when you buy Viber Credit through the Site, unless you uncheck the appropriate checkbox at the time of purchase. Your Viber Credit balance will be recharged with the same amount and by the same payment method you initially designated when you registered your account every time your Viber account balance goes below the threshold set by Viber from time to time. You can disable the recurring charge feature at any time by accessing your User Account. Any charges mentioned in specific currencies are solely considered as examples, and do not take currency fluctuations or discrepancies into account.

In the event of any errors relating to the pricing or specifications, Viber shall have the right to refuse or cancel any orders in its sole discretion. If we charged your credit card or other account prior to cancellation, we will issue a credit to your account in the amount of the charge. Additional Terms may apply.

Payment for Subscriptions (e.g. recurring calling plans) are made on a recurring payment basis. This means that you agree that at the applicable recurring intervals your payment method will be charged, until you actively elect to terminate the Subscription.

PAYMENT THROUGH THIRD PARTY SERVICES.

When you make a purchase within the Viber App or the Site through third parties (such as, without limitation, the App Store or Google Play, or World pay for credit card payment), your purchase is also subject to the terms of such third party (including with respect to payment terms, refunds, etc.), and you should read such applicable terms before you decide to complete the purchase. You agree to

abide by any relevant terms of service or other legal agreement that governs your use of a given payment processing service and/or method. You also agree to the sharing of information between us and such third party payment processor, for billing related activity.

MOBILE BILLING.

We allow payment by mobile operators in certain locations. When you use the mobile billing method you agree to the sharing of information between us and the mobile operator for billing-related activity. In addition, you are responsible for any charges, fees, changes to your mobile plan service or billing, alterations to your mobile device, or any other consequence that may arise out of your use of mobile billing. The terms and conditions of your mobile operator apply to your payment, in addition to our Terms.

If you have questions about any charges or fees that appear on your mobile phone bill, you may contact your mobile provider's customer service division. Please note that use of mobile billing may lead to charges that, for various technical reasons beyond our control, cannot be refunded.

CHARGES FOR VIBER OUT SERVICE AND OTHER PRODUCTS OR FEATURES

Calling non-Viber phone numbers and premium rate numbers with Viber Credit

Viber Credit currently can be used only for Viber Out calls.

The rates for calling landlines and mobile phones outside of the Viber community consist of a per-minute rate as set out on http://account.viber.com/. After a 4-hour call duration, the call will be disconnected and require a re-dial.

While we always try to keep our rates as low as possible, we may change the rates for calling phones at any time without notice to you by posting such change at http://account.viber.com/. The new rate will apply to your next phone call after the new rates have been published. Please check the latest rates before you make your call. If you do not accept the new rates, do not make your call.

The duration of a call shall be based on one-minute increments. Fractions of minutes will be rounded up to the next minute. At the end of a call, fractional cent charges will be rounded up or down to the nearest whole cent. For example, a total call at a price of $\in 0.034$ will be rounded to $\in 0.03$. During the call, charges incurred will be deducted automatically from the Viber Credit balance in your User Account.

REFUNDS.

Except as provided by law, all purchases are final and non-refundable. If you believe that Viber has charged you in error, you must contact Viber within 90 days of such charge. No refunds will be given for any charges more than 90 days

old. When you purchase any digital content from Viber, any right you may

have to withdraw from or cancel the purchase will terminate once the digital content has been delivered to you upon your request, and you will not be entitled to claim any refund, except where you believe Viber has charged you in error. If you use third party services to purchase any of our Services, such purchase is subject to the refund terms of the applicable third party (including with respect to payment terms, refunds, etc.).

Viber reserves the right to refuse a refund request if it reasonably believes or suspects (i) that you are trying to unfairly exploit this refund policy, for example, by making repetitive refund requests in respect of the same product or feature, or by trying to receive a refund for a non-refundable credit (such as a reward); (ii) that you are in breach of the terms of Policy, the Terms of Use or the Privacy Policy; (iii) that you are using any of our products fraudulently or that your User Account is being used by a third party fraudulently; or (iv) that you purchased your Viber Credit through a third party service and the terms of such third party rights to pursue a claim.

SHARING INFORMATION.

We may share details of payment by you and your Personal Information as defined in our Privacy Policy with third parties if required in order to prevent a financial loss to you or us, or to prevent a violation of law.

LEGAL.

The general legal terms appearing in Viber's Terms of Use and Privacy Policy also apply to this Policy.

Courtesy Translations. This Policy was written in English. To the extent any translated version of these terms conflicts with the English version, the English version controls.

EU Right to Cancel. If you are in the EU, you consent to the performance of this Policy for your purchase, and waive any right to cancel provided by the Consumer Rights Directive (2011/83/EU) or similar implementing regulations.

CUSTOMER SUPPORT

If you have any questions or requests related to this Policy please contact our support center by sending an email to: support@viber.com.

Viber Payments Policy February 2017

Previous Terms PDF Version (September 2016)