

TERMS AND CONDITIONS

Last Update: May 24, 2017

This Terms and Conditions shall govern the use of MyWeps Mobile Application, Webtool, and website by agents, guest, and other stakeholders of the Company.

TERMINOLOGIES:

1. "MyWeps Mobile Application" – is a portal designed and configured for android and IOS smartphones and other similar mobile gadgets that will allow agents to access their accounts and service of the company whenever and wherever they are without the use of PC. This mobile apps is available for download at Google Play Store and App Store.
2. "MyWeps Webtool" – is an alternative method of accessing the services of the company instead of using the mobile apps. This tool is usually offered to selected users as the company may allow.
3. "MyWeps Website" – is a collection of related pages, that include multimedia contents, typically identified as www.myweps.com.ph. This is where information about the company can be found.
4. "Services" – are the online products that MyWeps offers to the public. This includes, but not limited to, e-loading, bills payments, remittance, and such other products that MyWeps will offer in the future.
5. "Agent" – refers to an individual who is at least 18 year old, duly registered and authorized to use the services of MyWeps using their respective accounts in accordance with this Terms and Conditions and the Company's Policy, and complied the KYA requirements.
6. "Account" – refers to the access login credentials that contain all the files, resources, and information belonging to one Agent or User.
7. "Prefunding"- refers to the process of topping up or adding funds to an Agent Account in the MyWeps system.
8. "Know-Your-Agent (KYA)" – refers to the compliance of MyWeps to the requirements of Central Bank of the Philippines and Anti-Money Laundering Council.

MYWEPS SERVICES

MyWeps offers the following basic services;

1. Bills Payments
2. E-Loading
3. Money Transfer
4. Remittance

ACCESS TO MYWEPS

Access to MyWeps account is through the MyWeps Mobile Apps or MyWeps Webtool using the username and password. One time KYA compliance is required before an agent be able to use the services.

KNOW-YOU-AGENT REQUIREMENTS

The following shall be the minimum required information in compliance to the KYA Policy of MyWeps:

1. Complete Name: Surname/ Given Name/ Suffix/ Middle Name
2. Nickname/ Pseudonym/ AKA:
3. Permanent Address: House/Bldg Number / Street Name / Barangay / Municipality /City or Province / ZIP
4. Birthday
5. Email address
6. Mobile Phone
7. Employment
8. Scanned copy of valid ID
9. Selfie Picture holding the valid ID

KYA requirements may be submitted via online or over-the-counter at any MyWeps office, Network Partner or Business Center

Additional requirements may be asked from time to time should the identity of the agent is not established or upon the requirement of the government

MyWeps shall validate the information provided and reserves the right to disapprove, reject or deny activation once identification is not established with certainty.

STAGES OF AGENT:

1. *Registered or Enrolled* – this refers to agents whose accounts were either registered online or enrolled by batch-csv by the branch pending validation. This account can log-in to the system but cannot transact.
2. *Validated Account* – Account had been validated and is KYA compliant. Can transact E-Loading and Bills Payment.
3. *Accredited Account* – Account that had been validated and submitted additional requirements like AMLA Certificate, NBI Clearance, Police Clearance, Barangay Clearance. These type of accounts are Accredited Remittance Agents (ARA) who can transact remittance on top of bills payment and e-loading.

PREFUNDING:

Prefunding can be done in any of the following;

- A. Over-the-counter (OTC) at any MyWeps office and Business Center
- B. Bank Deposit to any assigned bank by MyWeps. Scanned copy of deposit slip shall be submitted to MyWeps Admin for validation of deposit
- C. SmartMoney to the MyWeps' assigned smartmoney number subject for validation.
- D. Cut-off time for prefunding request shall be as follows:
 - a. Bank Deposit cut-off time shall be 4 p.m. Mondays to Fridays except holidays. Any request beyond 4 p.m. shall be verified on the next banking day.

- b. Over-The-Counter (OTC) cut-off time shall be office hours as designated by MyWeps.
- c. SmartMoney cut-off time shall be office hours.

INACTIVE ACCOUNTS:

MyWeps accounts will remain active except on the following instances;

1. Written Notice of Termination by the Agent.
2. Dormant Account – if an account that has no transaction within THREE (3) consecutive months, MyWeps reserves the right to declare it inactive and suspend such account after prior notice via SMS on the registered mobile phone and email on the registered email address.
3. Terminated Accounts - MyWeps reserves the right to terminate accounts on the following grounds;
 - a. Dormant account for 6 consecutive months.
 - b. If the agent had been served with termination notice in violation of any company policy or any acts detrimental to the interest of MyWeps after due process had been conducted.
 - c. If the account is being used for illegal purposes and transactions, such as money laundering and other analogous schemes.

USERNAME AND PASSWORD

Upon registration, MyWeps will provide the Agent with a system-generated username and password. The following shall be strictly observed in relation to username and password;

1. System-generated password should be immediately changed by the agent.
2. It is the agent's full responsibility to keep his/her username and password confidential and secured.
3. Any transactions done in the account is conclusively presumed to have been done by the Agent or with his authority.
4. MyWeps and its employees shall not be held accountable for any losses of funds in an account due to mishandling of username and password.
5. For safety measure, agents should change their password from time to time.

USER RESPONSIBILITY AND LIABILITY:

1. User shall keep MyWeps customer information and data confidential and secured at all times, and shall only upload such information and data in to the MyWeps System through the use of MyWeps mobile application or Webtool.
2. User agrees to comply and strictly follow the Know-Your-Customer (KYC), customer acquisition protocol, provide full transparency to the customer on product information, services and fees prior to completing any MyWeps transactions, and to administer such transaction based on standard fees set by MyWeps and/or MyWeps Network Partner. Any deviation from the standard fees shall require written approval from MyWeps. MyWeps has the right to adjust standard fees during promotional or marketing campaign for a prescribed period with prior notice to the Users through MyWeps website or email blast to all users.
3. User assumes full responsibility and accountability on any transactions done by his authorized representative using the User's account.
4. MyWeps shall be held free and harmless on any damages and losses suffered by the User's customer by reason of User's fault, negligence and willful misconduct.

SERVICES

1. Balance Inquiry - in the absence of internet connectivity, user may request balance inquiry of his/her account from Customer Support subject to verification of identity.
2. Fund Transfer – transfer of funds from a user’s account wallet to another user’s account wallet using the MyWeps system.
3. Bills Payment – users may use their MyWeps account to pay accredited biller. If the payment is made on Saturdays, Sundays, or Holidays, the account shall be deducted with the amount paid and the institution shall be notified on the following working day. MyWeps shall not be held liable for any omission to make all or any of the payments or for late payments due to circumstances beyond the reasonable control of MyWeps. In case of omission or failed bills payment due to user’s misposted payment, unposted payments and Bills Payment system reject-initially accepted but later rejected due to invalid account number and/or no value amount, user’s account shall be debited with penalty charge for the error in Bills Payment.

Any discrepancy between the billing amount and the paid amount shall not involve MyWeps or any of its affiliates. Instead, the same shall be resolved between the user and the payee or customer.

MyWeps reserves the right to disclose to any payee or customer, any matter pertaining to user’s account as may be necessary for the operation of MyWeps services. For this purpose, MyWeps and its affiliates are hereby held free and harmless from any and all liabilities, claims, demands, suits of whatever nature, arising out of or in connection with such disclosure.

MyWeps and its affiliates shall not be held liable for any adverse actions/consequences for payments made on overdue or past-due accounts, including service disconnection, termination of contract, lapse of policy, and/or the like.

4. E-Load – users may use their MyWeps Account to load or top-up mobile numbers for GLOBE, SMART, SUN, and other network. With the MyWeps Mobile App, there is no need to enroll your mobile number to use this service.

E-Load transactions are subject to the availability of telecommunication network connection. MyWeps has no control over the availability of telco connections. MyWeps or any of its affiliates shall not be liable for any delay in the actual transfer of load caused by poor telco network connection.

5. Change Password – a user may change his password within the MyWeps mobile app by indicating his user-nominated password. Same password cannot be used for three (3) consecutive changes. New password can only be used once a confirmation SMS from MyWeps will be received.
6. Text MyWeps – is an SMS service wherein an Agent can send SMS message to MyWeps Customer Service for inquiries and concerns pertaining the MyWeps account, services, and products.
7. Call MyWeps – it is a voice-assisted service wherein a MyWeps Customer Representative will assist you on your inquiries, concerns on MyWeps account, services, and products.

MYWEPS AUTHORITY:

1. MyWeps International, Inc. has the sole authority to authenticate username and password.
2. MyWeps International, Inc. reserves the right to approve user's KYA (Know-Your-Agent) submitted requirements. In case of doubts and reasonable grounds, MyWeps has the authority to reject submitted KYA requirements and may require additional documents and information.
3. MyWeps International, Inc. has the sole authority to approve prefunding request in accordance with the policies and procedures set forth.

ACCURACY OF INFORMATION:

1. MyWeps International, Inc. uses reasonable efforts to ensure accuracy of the information accessed through its services. However, MyWeps does not warrant that information therein shall be free from error.
2. MyWeps and its affiliates shall be free from harm and liability on whatever erroneous information supplied by the agent or user into the MyWeps Services.
3. In cases of erroneous data or information was unintentionally supplied by Agent/User, the same shall be reported immediately to MyWeps in writing within reasonable time from discovery of error.
4. The SMS or email notification that is sent to your registered mobile number and email address after consummated transactions with MyWeps account, shall not be construed as MyWeps' record of transaction. In cases of discrepancies, MyWeps' records maintained in its computer system shall be accepted as conclusive and binding for all purposes unless any discrepancy is pointed out within a week after date of sending the periodical statement.
5. MyWeps International, Inc. and any of its officers and representatives, and any of its affiliates and/or partners shall be held free and harmless from any liabilities, claims, damages, suits of whatever nature, arising out of or in connection with the implementation of this arrangement, including any and all errors inadvertently committed, any system-related errors resulting to MyWeps failure to effect any transactions. MyWeps will not be liable for any losses resulting from circumstances beyond the control of MyWeps. These includes, but not limited to, failure of electronic or mechanical equipment or communication lines or other interconnect problems, severe weather, earthquakes, floods or such other events.

SERVICE CHARGES AND TAXES:

1. Charges may be imposed by MyWeps International, Inc. on various services and products through its mobile apps.
2. Any charges incurred in transacting MyWeps services may be deducted directly from Agent/User account. MyWeps is not responsible in monitoring account balances. Consequently, MyWeps will not be liable for any transaction failed due to insufficiency of funds resultant to the deduction of charges.

3. MyWeps is an electronic service. Agents/Users shall be responsible for whatever taxes due or which may be imposed on whatever commission earned in the transactions using MyWeps services.
4. MyWeps reserves the right to change the charges, fees, and other terms described in this Term and Condition.
5. For purposes of transparency, fees and charges shall be published in MyWeps website and social media page.

GENERAL AGREEMENTS:

1. It is understood that MyWeps Mobile Apps is for personal use and convenience. It is not intended to be bundled with any products or packages of any MLM Companies except otherwise authorized by MyWeps International, Inc. Violation of this is a ground for termination of your account.
2. It is the duty and responsibility of the agent/user to check MyWeps website regularly for any updates, announcements, advisory, instructions, and/or changes/revisions of this Term and Condition.
3. Continued use and patronage of the services after revisions of this Term and Condition shall constitute consent and agreement with the changes and revision.
4. In cases of loses of mobile phone where MyWeps is installed, agent/user should call the hotline and email a report with request to block the account.
5. MyWeps may terminate the availability of any services mentioned in this Term and Condition, subject to prior notice and announcement.
6. MyWeps or any of its affiliates shall not be liable for any loss or damage of whatever nature in connection with the implementation of mobile transactions in the following instances:
 - a. Disruption, failure or delay relating to or in connection with MyWeps Services which are due to circumstances beyond the control of MyWeps, unforeseen events, fortuitous events such as but not limited to prolonged power outages, breakdown of computers, systems glitch, software, operating systems and telecommunication facilities, typhoons, floods, public disturbances and calamities and other similar or related cases.
 - b. Loss or damage arising out of any fraudulent access or utilization of the MyWeps Services due to unauthorized usage of Username and Password or violation of other security measures used for MyWeps.
 - c. Any indirect, incidental or consequential loss or damage suffered by reason of the improper use or inability to use the MyWeps Services.

TRAINING AND SUPPORT:

A comprehensive training on the use and operation of MyWeps Mobile Apps shall be regularly conducted in the main office on a weekly basis. Offsite trainings may be conducted specially on areas that are far from the Head Office.

In addition to the regular training, Myweps provides an email support to Agents. Any questions and concerns may be emailed to agentcare@myweps.com.ph

Chat support will also be provided at MyWeps International, Inc facebook page at <https://www.facebook.com/MyWepsInternationalInc/>

SMS support shall also be available on mobile numbers published in the website and facebook page.

TERMINATION:

1. An Agent/User may request the termination of MyWeps Services by sending a written request to the Customer Service and giving MyWeps FIVE (5) working days to process the request. Any transactions made during the pendency of the request shall be the responsibility of the Agent/User.
2. This Term and Condition shall remain in full force and effect prior to cancellation/termination of services.
3. Termination or cancellation of account shall be without prejudice to any liability and payables incurred prior the termination.
4. MyWeps International, Inc., for reason of security and safety, may withdraw, cancel, or terminate MyWeps Service and due notice shall be provided for the reason thereto.
5. MyWeps may suspend or terminate with notice in case of agent/user death, bankruptcy or lack of legal capacity.
6. Any breach from this Term and Condition may warrant suspension or termination of Agent/User account and forfeiture of wallet funds should there be a monetary claim caused by the breach.

Consumer Privacy Statement and Consent Agreement

MyWeps is highly regards your privacy and ensures that your personal information is adequately protected. MyWeps, and its partner Peppermint Innovation Limited (MyWeps Group) will not collect, use or disclose your personal information without your consent. In some cases, we will ask for your consent in writing (such as your signature) but, in most cases, we may infer consent from your actions and behavior. If you do not agree to the collection, use and disclosure of your personal information, please do not provide MyWeps with personal information (i.e., information that could allow you to be identified).

As a general rule, we do not share your personal information with anyone outside of the MyWeps Group. However, we may share your personal information with trusted third parties, e.g., our advertising, marketing and promotional agencies to help us deliver and analyze the

effectiveness of our advertising campaigns and promotions, research agencies to help us collate and analyze consumer feedback regarding our products and services, third party providers of services, such as data processing, to MyWeps and Peppermint, law enforcement or government authorities where they have followed due legal process to request us to disclose the information, and web analytics tool providers.

If we do share your personal information with a third party, we shall use our best efforts to ensure that they keep your information secure, take all reasonable steps to protect it from misuse and only use it in a manner consistent with MyWeps' Privacy Policy and applicable data protection laws and regulations.

We may transfer your personal information to servers located outside the country in which you live or to affiliates or other trusted third parties based in other countries so that they may process personal information on our behalf. By providing MyWeps with personal information, you agree to us doing so in accordance with the terms of the MyWeps Privacy Policy and applicable data protection laws and regulations.

The information you have shared with us shall be treated with confidentiality and used exclusively for consumer engagement, marketing activities, and research activities conducted by the MyWeps Group, relating to the group's products and services. By providing your personal information and signature, you consent to the use, processing, storage, transfer and disclosure of your personal information as described above, and to being contacted by duly authorized MyWeps personnel, for the aforementioned purposes.

If you have any questions, comments or concerns about how we handle your personal information, then you may contact us via the MyWeps Philippines Customer Care Hotline: (02)655-5034, or email customercare@myweps.com.ph

MISCELLANEOUS:

This Terms and Conditions and MyWeps Policies, Procedures, Rules, and Charges may be changed from time to time, or as necessity arises with prior notice to all stakeholders. Any changes will be effective from the date of notice or such later date as may be specified therein. Changes shall also be posted in MyWeps Website.