

TERMS AND CONDITIONS

Last Update: March 21, 2017

This Terms and Conditions shall govern the use of MyWeps Mobile App, Webtool, and Website by Users.

TERMINOLOGIES:

1. "Mobile App" – is a MyWeps mobile application designed and configured for android and IOS smartphones that will allow Users to access their MyWeps accounts and the Services whenever and wherever they have access to a mobile or wireless network. This Application is available for download at Google Play Store and App Store.
2. "Webtool" – is an alternative method of accessing the Services instead of using the Mobile App. This Webtool is offered to qualified Users.
3. "Website" – refers to MyWeps website identified as www.myweps.com.ph. which provides access to information about MyWeps, the Services and related government policies and regulations.
4. "Services" – are browser-based services accessed through a mobile or wireless network that MyWeps offers to the public via its Users using the Mobile App and Webtool, which includes, but not limited to, e-loading, bills payment, remittance, and such other services that MyWeps will offer in the future.
5. "Users" – refers to MyWeps network partners, business centers and/or, individuals at least 18 years old, duly accredited, registered and authorized by MyWeps to use the Services using their respective MyWeps Accounts in accordance with this Terms and Conditions and MyWeps Policy, and complied with the Know-Your-Agent (KYA) requirements.
6. "Account/s" – refers to the User's access login credentials and accounting of all the files, resources, and information for all transactions undertaken by the User.
7. "Prefunding"- refers to the process of topping up or adding funds to a User's Account in the MyWeps system.
8. "Know-Your-Agent (KYA)" – refers to the compliance of MyWeps and Users with the requirements of Bangko Sentral ng Pilipinas (BSP) and Anti-Money Laundering Council.

MYWEPS SERVICES

MyWeps offers the following basic services;

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

ACCESS TO MYWEPS

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

KNOW-YOUR-AGENT REQUIREMENTS

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

1. Complete Name: Surname (Last Name)/ Given Name (First Name)/ Suffix/ Middle Name
2. Nickname/ Pseudonym/ AKA:
3. Permanent Address: House/Bldg. Number / Street Name / Barangay / Municipality /City or Province / ZIP
4. Birthday (Month/Day/Year)
5. Email address
6. Mobile Phone
7. Scanned copy of valid ID with picture and signature
8. Selfie Picture holding the valid ID

KYA requirements may be submitted via online or over-the-counter at any MyWeps office, or authorized MyWeps Network Partners or Business Centers which list can be found in the Website.

Additional requirements may be asked from time to time should the identity of the User is not established or upon the requirement of concerned government agencies.

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

ACTIVATION

After accreditation, registration and compliance with the KYA requirements, the User's account will be activated by MyWeps System Administrator.

Once, activated, the User shall receive a SMS message informing the validation of MyWeps requirements and may proceed with prefunding to start using the Services.

PREFUNDING:

Prefunding can be done in any of the following;

- A. Over-the-counter (OTC) at any MyWeps office and Business Center, and other MyWeps partners with locations available at the Mobile App or Website
- B. Bank Deposit to any assigned bank by MyWeps. Scanned copy of deposit slip shall be submitted via email or presentation to MyWeps Admin for validation of deposit
- C. Cut-off time for prefunding request shall be as follows:
 - a. Via Over-The-Counter (OTC), cut-off time shall be office hours as designated by MyWeps.
 - b. Via Bank Deposit, cut-off time shall be 3 p.m. Mondays to Fridays except holidays. Any request beyond 3 p.m. shall be verified on the next banking day.

INACTIVE ACCOUNTS:

MyWeps User Accounts will remain active except on the following instances;

1. Written Notice of Termination by the User.
2. Blocked Account – if User has failed to use correct Username/Password, Account shall be automatically blocked. User in case of lost phone may opt to block his Account via customer support.
3. 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 to the registered mobile phone and email to the registered email address of the User concerned.
4. Suspended Account – an account which remains inactive and subject to termination, after three months, unless User concerned request for re-activation subject to MyWeps approval.
5. Terminated Accounts - MyWeps reserves the right to terminate Account/s on the following grounds;
 - a. Suspended account status for three (3) consecutive months; or
 - b. If the agent had been served with termination notice in violation of any MyWeps policy or any acts detrimental to the interest of MyWeps after due process had been conducted; or
 - c. If the Account is being used for illegal purposes and transactions, such as money laundering and other analogous schemes.

The balance of Terminated Account shall be forfeited in favor of MyWeps.

USERNAME AND PASSWORD

Upon registration, MyWeps will provide the User 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 User.
2. It is the User'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 User or with his authority.
4. MyWeps and its employees, as well as its affiliates, shall not be held accountable for any losses of funds in an Account due to mishandling of username and password.
5. For safety measure, User should change his 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 App 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 Services, and to administer concerned transaction of any of the Services based on standard fees set by MyWeps. 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 the Website or email.
3. User assumes full responsibility and accountability on any transactions done by his authorized representative using the User's account.

4. MyWeps, and its affiliates, 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 (via Mobile App or Webtool)

1. Balance Inquiry – provides balance of User Account. In the absence of internet connectivity, User may request balance inquiry of his Account from MyWeps customer support subject to verification of User.
2. Fund Transfer – facilitates transfer of funds from one User's account to another.
3. Bills Payment – manages payment to accredited billers. If the payment is made on Saturdays, Sundays, or Holidays, the Account shall be deducted with the amount paid and the biller 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 – Allows load or top-up mobile numbers for GLOBE, SMART, SUN, and other network. With the 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 – User may change his password within the 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 has been received.
6. Text MyWeps – is an SMS service wherein User can send SMS message to MyWeps customer service for inquiries and concerns pertaining to his Account and Services.
7. Call MyWeps – is a voice-assisted service wherein a MyWeps customer representative will assist and reply to inquiries, concerns on MyWeps.

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 User into the MyWeps Services.
3. In cases of erroneous data or information was unintentionally supplied by 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 User registered mobile number and email address after consummated transactions with concerned Account, shall not be construed as MyWeps' record of transaction. In cases of discrepancies, MyWeps records maintained through computer systems or otherwise, 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 App and Webtool.
2. Any charges incurred in transacting Services may be deducted directly from 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. 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 and Webtool is for User use only. It is not intended to be bundled with any products or packages of any MLM Companies except otherwise authorized in writing by MyWeps International, Inc.. Violation of this is a ground for termination of User Account.
2. It is the duty and responsibility of the User to check 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 Mobile App is installed, User should call the MyWeps customer support hotline and email a report with request to block his 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 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 Services.

TRAINING AND SUPPORT:

A comprehensive training on the use and operation of Mobile Apps shall be regularly conducted in the MyWeps main office on a weekly basis. Offsite trainings may be conducted in qualified areas.

In addition to the regular training, MyWeps provides email support to Users. 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

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

TERMINATION:

1. A User may request the termination of his Account access to Services by sending a written request to the MyWeps 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 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 User liability and payables incurred prior to the termination.
4. MyWeps International, Inc., for reason of security and safety, may withdraw, cancel, or terminate Services and due notice shall be provided for the reason thereto.
5. MyWeps may suspend or terminate User Account with notice in case of concerned User death, bankruptcy or lack of legal capacity.
6. Any breach from this Term and Condition may warrant suspension or termination of User account and forfeiture of concerned User Account funds.

Consumer Privacy Statement and Consent Agreement

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

As a general rule, we do not share User personal information with anyone outside of the MyWeps Group. However, we may share User 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 User personal information with a third party, we shall use our best efforts to ensure that they keep User information secure, take all reasonable steps to protect it from misuse and only use it in a manner consistent with MyWeps's Privacy Policy and applicable data protection laws and regulations.

We may transfer User personal information to servers located outside the country in which User lives 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, User agrees to us doing so in accordance with the terms of the MyWeps Privacy Policy and applicable data protection laws and regulations.

The information User has 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 User's personal information and/or signature, User consents to the use, processing, storage, transfer and disclosure of User personal information as described above, and to being contacted by duly authorized MyWeps personnel, for the aforementioned purposes.

If User has any questions, comments or concerns about how we handle User personal information, then User 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.