

Terms of Use

1. Introduction

Welcome to **MPAY PHILIPPINES INC** (“we”, “us”, “our”, “MPay”). We are a registered company in the Philippines, dedicated to providing a seamless payment gateway that enables Merchants and Partners (“you”, “your”) to accept payments via e-wallets and other payment channels. Our mission is to simplify and secure your payment processes, ensuring a smooth experience for both you and your customers.

Before accessing or using our services, communicating with us, or submitting information to us, please carefully read these Terms of Use and our other policies. Your continued use of any part of our services indicates your consent to these Terms of Use and other policies. If you disagree with these terms, kindly refrain from using our services and discontinue accessing our website.

We may amend, modify, or change these Terms of Use at any time at our discretion. Please check this page periodically to ensure you are aware of the current version. Your ongoing use of our services signifies your acceptance of any changes.

2. Our Services

MPay provides comprehensive payment processing services that allow Merchants to utilize local alternative payment methods in the Philippines. We offer Gateway Services and other advanced technologies listed on our website. We are committed to offering innovative solutions to meet your payment processing needs, ensuring security and efficiency at every step.

3. Applicable Terms

By using our services, you agree to comply with these terms in their entirety. You must be of legal age to use our website and accept this agreement. Misuse of our service may result in restrictions or limitations on your use. We reserve the right to modify, suspend, withdraw, or update any service feature, database, or content without notice. Access to the service may be limited without liability on our part. We strive to provide a reliable and robust service, but we cannot guarantee uninterrupted access at all times.

4. Privacy Policy

Protecting personal data is of utmost importance to us. Our Privacy Policy governs how we collect, use, retain, disclose, and protect the personal information you provide to us. By using our services, you consent to our Privacy Policy, which may be updated periodically. For more details, please refer to our Privacy Policy available at [\[insert privacy policy URL\]](#). We are committed to safeguarding your privacy and ensuring that your personal information is handled with care and respect.

5. Data Security

We take data security very seriously and implement a variety of measures to protect your personal information:

- **Encryption:** All sensitive data transmitted between your device and our servers is encrypted using industry-standard encryption protocols to prevent unauthorized access.
- **Access Controls:** We employ strict access controls to ensure that only authorized personnel have access to your data. This includes multi-factor authentication and role-based access controls.
- **Regular Audits:** We conduct regular security audits and assessments to identify and address potential vulnerabilities in our systems.
- **Data Minimization:** We collect only the data that is necessary for providing our services and retain it only for as long as needed to fulfill those purposes.
- **Incident Response:** We have a robust incident response plan in place to quickly address any data breaches or security incidents. In the event of a breach, we will notify affected users promptly and take appropriate measures to mitigate the impact.
- **User Education:** We provide resources and guidance to help you understand best practices for protecting your own data, such as using strong passwords and recognizing phishing attempts.

6. Accessing Our Site and Availability

Our website is provided free of charge. While we strive to maintain accessibility at all times, there may be occasions when access is restricted due to unforeseen circumstances, maintenance, or upgrades. We will endeavor to notify users of any service interruptions, though we cannot guarantee uninterrupted access. We do not warrant the continuous availability of our service and are not liable for any unavailability. Your understanding and patience during such times are greatly appreciated.

7. Limited Right to Use Site Content and Intellectual Property

We grant you a limited, non-exclusive, revocable license to view, share, print, and download content from our site for personal use only. You are prohibited from licensing, republishing, distributing, copying, assigning, sublicensing, transferring, selling, preparing derivative works, or using any content on our site for commercial purposes. Automated systems to access the site are not allowed. All rights not expressly granted herein are reserved by MPay and its licensors. We value our intellectual property and expect you to respect it as well.

8. User Responsibilities

As a user of our services, you have certain responsibilities to ensure a safe and effective experience for everyone:

- **Accuracy of Information:** You agree to provide accurate, current, and complete information when creating an account or using our services. You are responsible for

maintaining the confidentiality of your account information and for all activities that occur under your account.

- **Compliance with Laws:** You agree to comply with all applicable laws and regulations when using our services. You must not use our services for any unlawful or fraudulent activities.
- **Respect for Others:** You agree to use our services in a manner that is respectful to other users, our staff, and third parties. Harassment, abuse, or any form of misconduct will not be tolerated.
- **Security:** You are responsible for ensuring that your use of our services does not compromise the security of our systems or networks. You must not attempt to gain unauthorized access to any part of our services or interfere with the proper functioning of our services.
- **Reporting Issues:** If you encounter any issues or suspect any unauthorized use of your account, you agree to promptly notify us so that we can take appropriate action.

9. Indemnification

You agree to indemnify, defend, and hold MPay and its affiliates harmless from any liability, loss, damage, claim, and expense, including legal fees and costs, arising from your breach of these Terms of Use or your use of the site. Your cooperation in maintaining the integrity of our services is crucial and appreciated.

10. Compliance with BSP Regulations

We comply with all relevant regulations and guidelines set forth by the Bangko Sentral ng Pilipinas (BSP). This includes, but is not limited to, adhering to anti-money laundering (AML) and counter-terrorism financing (CTF) laws, ensuring data privacy and protection, and maintaining transparency in our operations. We are committed to upholding the highest standards of financial integrity and security.

11. Governing Law

These General Terms and any disputes shall be governed by the laws of the Philippines, without regard to its conflict of law principles.

12. Disclaimer

MPay disclaims any infringement on the intellectual property or proprietary rights of third parties in any country. We do not guarantee that the website will be error-free and are not liable for errors or disruptions. We strive to provide accurate and reliable services, but we acknowledge that errors may occur, and we appreciate your understanding.

13. Policy Updates

Before using or submitting any information to our services, please read this Policy carefully. If you do not agree with any part of this Policy, please refrain from using our services. We are committed to transparency and will notify you of any significant changes to our policies.