



PAYMAYA QR CLIENT APPLICATION FORM

TYPE OF BUSINESS/ORGANIZATION: <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> GOVERNMENT AGENCY	MERCHANT DISCOUNT RATE:
REGISTERED/BUSINESS NAME:	MERCHANT CATEGORY CODE:
TRADE NAME/DOING BUSINESS AS (IF DIFFERENT FROM REGISTERED/BUSINESS NAME):	MAIN OFFICE TEL. NO./S:
MAIN OFFICE ADDRESS (BUILDING, STREET NO., STREET NAME, VILLAGE/BARANGAY, CITY/PROVINCE, ZIP CODE):	MAIN OFFICE EMAIL ADDRESS:
GOODS OR SERVICES SOLD/NATURE OF BUSINESS:	COMPANY TIN:

OWNERS/PARTNERS/INCORPORATORS

NAME: (LAST, FIRST, MIDDLE)	PERMANENT RESIDENTIAL ADDRESS (BUILDING, STREET NO., STREET NAME, VILLAGE/BRGY., CITY/PROVINCE, ZIP CODE):	CONTACT NUMBERS (MOBILE/LANDLINE)	EMAIL	DATE OF BIRTH (MM/DD/YYYY)

CLIENT'S AUTHORIZED SIGNATORY/IES

NAME: (LAST, FIRST, MIDDLE)	GOVT ISSUED ID AND EXPIRY:		SPECIMEN SIGNATURE
POSITION/TITLE:	MOBILE NO.:	LANDLINE NO.:	
NATURE OF WORK	SOURCE OF FUNDS:		
DATE OF BIRTH (MM/DD/YYYY):	EMAIL:	TIN:	
NAME: (LAST, FIRST, MIDDLE)	GOVT ISSUED ID AND EXPIRY:		SPECIMEN SIGNATURE
POSITION/TITLE:	MOBILE NO.:	LANDLINE NO.:	
NATURE OF WORK	SOURCE OF FUNDS:		
DATE OF BIRTH (MM/DD/YYYY):	EMAIL:	TIN:	

CLIENT'S REPRESENTATIVE

OPERATIONS CONTACT/MERCHANT ADMINISTRATOR (for Settlements, Disputes, Queries and PayMaya Manager Access etc)*for additional representatives, please use a separate sheet providing the same details below

NAME: (LAST, FIRST, MIDDLE)	GOVT ISSUED ID AND EXPIRY:		SPECIMEN SIGNATURE
POSITION/TITLE:	MOBILE NO.:	LANDLINE NO.:	
NATURE OF WORK	SOURCE OF FUNDS:		
DATE OF BIRTH (MM/DD/YYYY):	EMAIL:	TIN:	

SETTLEMENT INFORMATION

PAYMAYA ACCOUNT NAME:	PAYMAYA ACCOUNT NO.:
IF PREFERRED SETTLEMENT BANK ACCOUNT, PLEASE PROVIDE:	
BANK NAME:	MAINTAINING BRANCH:
ACCOUNT NAME:	ACCOUNT NUMBER:

CONFORME

By signing this form, I hereby warrant that: (i) the signatories herein are duly authorized by the corporation/entity which they represent; (ii) all information stated in this form and supporting documents are true and accurate; (iii) I have read and understood the terms and conditions herein and as found in the PayMaya website (<http://business.paymaya.com>) and I shall strictly comply and abide by these terms and conditions; (iv) this is a free and voluntary act; (v) All information stated herein and supporting documents submitted are given by me voluntarily to facilitate the processing and evaluation of my application; (vi) I hereby authorize PayMaya and/or any person authorized by PayMaya to obtain relevant and pertinent personal information about myself and credit information from the PLDT Group, its subsidiaries, affiliate banks, credit card companies, and other financial institutions in the course of evaluating my application, and I authorize the release of such information by these companies from which my personal data and credit information are requested. I also consent to PLDT's disclosure of information concerning myself or my subscription to these companies; (vii) I also hereby authorize PayMaya to use and disclose to the PLDT Group and its subsidiaries and its authorized business partners all information contained in this application including the supporting documents submitted, as well as all information in connection with my subscription, my network/service usage and connections including data about the device/s I use to connect to your service, my payment history/behavior with respect to my subscription, and all information about myself from your advertisers and business partners, for purposes of: (a) facilitating my application for services which they offer; (b) product and service improvement being offered to me by PLDT Group and its subsidiaries and its authorized business partners; (c) advertising new products and services being offered by PLDT Group and its subsidiaries and its authorized business partners; (d) credit investigation and establishing my creditworthiness; and (e) improving customer experience; (viii) I hereby acknowledge: (a) The regular submission and disclosure of my basic credit data / Current Subject and Contract Data to the Credit Information Corporation as well as any updates or corrections thereof; and (b) The possible access to my Current Subject and Contract Data by other entities authorized by the Credit Information Corporation, and credit reporting agencies duly accredited by the Credit Information Corporation, for the purpose of establishing my creditworthiness.

PAYMAYA PHILIPPINES, INC. shall not be liable for any damage, claim, suit, liability and/or inconvenience brought about by our failure to comply with the abovementioned Terms and Conditions.

PRINTED NAME AND SIGNATURE OF AUTHORIZED SIGNATORY / DATE

PRINTED NAME AND SIGNATURE OF AUTHORIZED SIGNATORY / DATE

APPROVALS (FOR PAYMAYA USE ONLY)

MERCHANT SPECIALIST	SIGNATURE	DATE
VALIDATED BY	SIGNATURE	DATE
APPROVED BY	SIGNATURE	DATE



PAYMAYA TERMS AND CONDITION P2M SERVICE

WHEREAS, the terms "PAYMAYA" or "SMI" refer to PAYMAYA PHILIPPINES, INC. (formerly SMART E-MONEY, INC.);

WHEREAS, PAYMAYA is a corporation licensed to engage in the business for the issuance/creation of PAYMAYA Account and acquiring MERCHANTS to accept payments through PAYMAYA various channels;

WHEREAS, one of the acquiring payment channel wherein Merchants are appointed a QR Code Which Account Holders may scan through the PAYMAYA Application in order to perform payment transactions to Merchants for their purchase ("PAYMAYA QR");

WHEREAS, the MERCHANT has agreed with PAYMAYA to honor every payment made through a QR Code acceptance, in relation to the purchase by Cardholders of MERCHANT's goods and/or services under the terms and conditions hereinafter stipulated;

NOW THEREFORE, for and in consideration of the foregoing premises and the covenants and stipulations set forth below, PAYMAYA and the MERCHANT hereby agree as follows;

DEFINITION OF TERMS

Unless the context otherwise requires, the following terms used in this AGREEMENT shall have the following meanings:

ACCOUNT HOLDER – refers to an individual to whom the PAYMAYA Card/account is issued and whose name appears on the signed client application form, as may be applicable. Refers also to the Principal Account Holder.

CARD – refers to the PayMaya Card which is a reloadable cash card issued by PayMaya Philippines, Inc. used for the payment of goods and services.

FACE-TO-FACE (In-store) PURCHASE – refers to in-store transactions made through the PAYMAYA Card and/or through mobile phone using QR Code where PAYMAYA account is linked that is presented with MERCHANT for payment of goods and services.

MERCHANT – refers to the business establishment accredited by PAYMAYA to accept Credit/Debit Cards as mode of payment for such business establishment's sale of goods and/or services.

MERCHANT ACCREDITATION – refers to the step wherein the MERCHANT and PAYMAYA will enter into a formal AGREEMENT signed by the authorized representatives of both parties. Refers also to the step taken by PAYMAYA to verify the authenticity and eligibility of the MERCHANT to become an accredited MERCHANT of PAYMAYA.

MERCHANT DISCOUNT RATE or MDR – refers to the fee charged by PAYMAYA for every transaction as a percentage of the ticket amount.

MERCHANT SETTLEMENT ACCOUNT – refers to the PAYMAYA merchant account assigned to the MERCHANT wherein the payment transactions made via PAYMAYA are credited prior to being transferred to MERCHANT's Settlement Account less the Merchant Discount Rate. Merchant shall follow the terms of service stipulated in this link <https://paymaya.com/terms-and-condition/>

MOBILE PAYMENT – refers to a payment transaction using PAYMAYA ACCOUNT. The ACCOUNT HOLDER uses his/her mobile phone to transact payment.

PAYMAYA APP/PAYMAYA WEB PORTAL - mobile application owned and serviced by PAYMAYA, that serves as the interface between the Account Holder and his/her PayMaya Account.

PAYMAYA ACCOUNT – refers to an account that stores Philippine Peso (Php) value in the PayMaya Philippines, Inc. system which may be linked to the Account Holder's mobile phone and which may or may not be evidenced by a physical Card.

POINT-OF-SALE or POS – refers to the device or terminal provided by PAYMAYA, used to accept and process card payments.

QR Code – a quick response code issued by PayMaya to a Merchant, wherein if used, would refer to the payment details of the Merchant.

QR PAYMENT – is a product of PAYMAYA wherein an Account Holder may pay any availed product or serviced through the scanning of the Merchant's assigned QR Code through their PAYMAYA App.

SETTLEMENT ACCOUNT – refers to a PAYMAYA Account or a bank account where the actual payments are being credited to the merchant

SHORT MESSAGING SERVICES (SMS) – refers to a communication protocol allowing the interchange of short text messages between mobile telephone devices.

1. MODES OF ACCEPTING PAYMENTS.

- a. MERCHANT shall allow the ACCOUNT HOLDER to purchase goods and/or services thru mobile payment, QR Payment, POS Terminals, and/or through the PayMaya gateway services.
- b. The selling price of any goods and/or services sold/rendered by the MERCHANT to the ACCOUNT HOLDER shall be the regular selling price or cost to cash customers without adding any percentage surcharge and without requiring the ACCOUNT HOLDER to pay the whole or any part of the surcharge. However, with respect to "sales" or "special offers" wherein price of merchandise and/or service is reduced from the original price, MERCHANT has the discretion to sell at the original price instead of "special offer" price for purchases made on any mode of payment listed above. All modes of accepting payments may be utilized to pay for the full or part of the selling price, provided that, in case of the latter, the balance of the selling price shall be paid in cash or in such other form as may be acceptable to MERCHANT.
- c. MERCHANT shall at all times be responsible for the accuracy and correctness of any information contained in the printed receipt (if applicable). MERCHANT hereby renders PAYMAYA free and harmless from any liability, claim or dispute which may

arise in connection with such printed receipt.

- d. MERCHANT shall implement PAYMAYA-prescribed processes in the conduct of their business to prevent and identify money laundering activities. MERCHANT shall notify PAYMAYA within fifteen (15) days of occurrence and remedies put in place within the same time. Failure to notify PAYMAYA within the period given shall permit PAYMAYA to freeze payments to the MERCHANT's PAYMAYA ACCOUNT/MERCHANT SETTLEMENT ACCOUNT, and/or terminate this AGREEMENT without notice.
- e. MERCHANT shall be fully liable for damages incurred due to any fraudulent activity committed by the MERCHANT or any of its officers, agents or employees.

2. SETTLEMENT OF PAYMENTS

- a. PAYMAYA shall settle to the Merchant and may opt to choose via the following options;
 - i. PAYMAYA Account;
 - ii. MERCHANT's bank account (with a bank recognized by PAYMAYA)
- b. PAYMAYA shall, during the term of this Agreement, pay the MERCHANT at such time/s determined by PAYMAYA according to the Service Level Agreement, the total amount of the QR Payment processed by the MERCHANT through the PAYMAYA App which have been submitted less of:
 - i. the Merchant Discount Rate on all Card Transactions; (*PAYMAYA reserves the right to change the Merchant Discount Rate upon prior notice to the MERCHANT*)
 - ii. the government taxes, if any;
 - iii. the aggregate refunds or rebates granted to Cardholders, if applicable; and
 - iv. all other amounts payable or due to PAYMAYA under this Agreement or otherwise.PAYMAYA shall not be responsible for the withholding and remittance of applicable taxes to the Bureau of Internal Revenue on the income payment to the merchant.
- c. All payments made to MERCHANT shall be made available to PAYMAYA Account or credited to the MERCHANT's bank account. For crediting to the MERCHANT's account with banks, the relevant transfer fees and other related charges shall be borne by the MERCHANT.
- d. All approval codes given to the MERCHANT do not guarantee outright payment, there may be instance/s of fraud and/or disputes that may preclude such payment. If the MERCHANT does not raise any objection to the settlement amount by PAYMAYA within thirty (30) days after the date PAYMAYA issues the check or credits the MERCHANT's account, the MERCHANT shall be deemed to have accepted such amount as correct, provided that nothing in this section shall preclude PAYMAYA from correcting any error or discrepancy in such amount paid.
- e. Any payment made by PAYMAYA under this Agreement, is not a proof that the MERCHANT has complied with all its obligations under this Agreement. Settlement shall be made without prejudice to any claims, rights or remedies that PAYMAYA may have against the MERCHANT, and shall not constitute any admission or acknowledgement by PAYMAYA that the MERCHANT has duly performed its obligations under this Agreement or of the correctness of the amount so paid.

3. FEES AND TAXES

- a. Merchants will be charged a merchant discount rate of _____ processing per transaction.
- b. All amounts payable under this Agreement shall be considered as inclusive of all fees, taxes, including value added tax ("VAT"), and all other liabilities to the government arising from or in connection with this Agreement
- c. The Valued Added Tax (VAT), if any, shall be for the account of MERCHANT. In the event that MERCHANT will be required to withhold tax and remit the same to tax authorities, MERCHANT can reimburse an expanded tax of 2% of the total Merchant Discount Rate from PAYMAYA provided that MERCHANT shall first provide PAYMAYA with a copy of the basis or proof of the MERCHANT's obligation to withhold tax. Thereafter, the MERCHANT shall furnish PAYMAYA with the corresponding Certificate of Tax Withheld not later than twenty (20) days after the end of each quarter.

4. REPORT TO MERCHANTS

- a. Merchant will receive SMS real-time for every purchase transaction made by the Account Holder
- b. If the settlement is via another bank account, the merchant will be provided a report the next business day.

5. DISPUTES OF UNAUTHORIZED TRANSACTIONS

Transactions are authorized and conclusive between the MERCHANT and Account Holder, when either one or all of the following conditions are met; a) the Account Holder's signature appears on or is affixed on the sales slip for POS transactions; b) the password/PIN is successfully keyed-in for e-commerce, electronic and/or cellular phone-based transactions; c) SMS is sent from the Account Holder's Mobile Phone; d) when the Account Holder has successfully unlocked his/her PayMaya Account for internet transactions; or e) once a user is authenticated and logged-in to the PayMaya App, Web Portal, or Platform, or accessed through an accredited Third Party platform or channel; this shall be sufficient evidence that any and all activity has been made and validated, and cannot be disputed by the Account Holder nor the MERCHANT. In above cases, the reference number in the SMS confirmation shall be the Account Holder's proof of payment but not considered an issuance of a receipt in accordance with the Bureau of Internal Revenue requirement.

Any dispute on the purchase or service rendered shall be settled between the Account Holder and the MERCHANT without the involvement of PayMaya. Should the MERCHANT and Account Holder agree on a refund, the MERCHANT through its authorized representative shall contact PayMaya Business and provide the necessary details for PAYMAYA to check the transaction and make the necessary steps for the refund.

6. **RECORDS.** MERCHANT shall keep a record of purchases and keep custody of the transaction receipt/s and/or invoices for a period of twenty four (24) months from date of purchase and agree to cooperate with PAYMAYA in allowing PAYMAYA's personnel or authorized representative to examine these records and/or provide photocopies and information that PAYMAYA may need to conduct and resolve customer service or risk control activities MERCHANT shall be given three (3) days to provide records/document being required by PAYMAYA.

7. USE OF MERCHANT NAME. MERCHANT authorizes PAYMAYA to include the MERCHANT's name in any directory or promotional materials produced in connection with any form of accepting payments.

8. QUARTERLY REVIEW OF ACCEPTANCE. MERCHANT's establishment/s and online store shall be subject to quarterly review by PAYMAYA in terms of volume. PAYMAYA hereby reserves the right to terminate this AGREEMENT or impose a higher discount fee on the payments accepted by MERCHANT through QRPay in case of low volume for three (3) consecutive months as may be reasonably determined by PAYMAYA, or as may be reasonably warranted by the outcome of such review.

9. LOYALTY/PROMOTIONAL PROGRAM. The MERCHANT hereby agrees to participate in loyalty/promotional programs which may be developed and implemented by PAYMAYA, without cost or expense to the MERCHANT. The MERCHANT may however develop and implement its own loyalty/promotional program at its own cost and expense, subject to PAYMAYA's prior written consent. PAYMAYA shall not be liable in case of failure of MERCHANT to fulfill MERCHANT'S obligations under its own loyalty/promotional program and hold PAYMAYA free and harmless from any liability and claims from its customers/clients/sub-merchants and any third party.

10. REMOVAL AND CESSATION OF BUSINESS. The MERCHANT shall inform PAYMAYA of any removal of outlets or offices and its cessation of business in writing at least thirty (30) days prior to the effective date of the said removal of outlets or offices or of cessation of business. In case of such removal of outlets or cessation of business, PAYMAYA hereby reserves the right to terminate this Agreement in accordance with Effectivity/Termination clause hereof.

11. FRAUD

- MERCHANT's personnel, and/or any person connected with it shall not use the Service for any purpose other than what is provided in this Agreement.
- If MERCHANT's personnel and/or any person connected with it is found, at PAYMAYA's sole discretion, to use the Service to bypass PAYMAYA's network, unauthorized transactions, and other unauthorized activities and/or for any activity that is contrary to morals and public policy or which violates any ordinance, law, order, regulation or treaty ("Illegal Activities"), PAYMAYA reserves the right to terminate this Agreement.
- If MERCHANT fails to safeguard and monitor its Service(s) from potential malicious users, thereby making it a venue for potential malicious user to defraud PAYMAYA's and/or the Customers, PAYMAYA reserves the right to terminate this Agreement.
- PAYMAYA reserves the right to file appropriate legal action against MERCHANT, its personnel and/or any person connected to the MERCHANT and to charge the appropriate damages, if any. MERCHANT, its personnel and/or any person connected to the MERCHANT shall likewise be liable to PAYMAYA for any revenue losses resulting from above Unauthorized and/or Illegal Activities.

12. LIMITATION OF LIABILITIES

Disclaimer of Warranties

- PAYMAYA shall not be liable to the MERCHANT or any MERCHANT's customers where the liability is the direct or indirect result of the inaccuracy or invalidity of any point of sale authorization communicated by PAYMAYA in connection with these services except for PAYMAYA's gross negligence. The MERCHANT shall indemnify PAYMAYA for any claims arising therefrom.
- Except as expressly provided to the contrary in this Agreement, all items, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to the System are excluded. Without limiting the generality of the preceding statement, PAYMAYA shall not be under any liability to the MERCHANT in any loss or damage (including consequential loss or damage) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the Equipment or as a result of failure or error in the Equipment, the programmes, the data or the System.

13. INDEMNIFICATION

- The MERCHANT agrees to indemnify, defend and hold harmless PAYMAYA, its subsidiaries and affiliates, and their directors, officers, employees and agents, from and against any loss, damage, liability, costs and expenses, including reasonable attorney's fees (collectively, "Losses"), arising out of or based on:
 - breach of, or failure to perform, any obligation of MERCHANT contained in this Agreement,
 - the gross negligence or willful misconduct of the MERCHANT, or
 - errors incurred by or judgments/decisions made by the MERCHANT such as in the release of goods despite (a) the Mobile POS terminal, does not display a message of approval or (b) the Mobile POS terminal displays a message other than "APPROVED".
- PAYMAYA agrees to indemnify, defend and hold harmless the MERCHANT, its subsidiaries and affiliates, and their directors, officers, employees and agents, from and against any Losses arising out of or based on (a) breach of, or failure to perform, any obligation of PAYMAYA contained in this Agreement, or (b) the gross negligence or willful misconduct of PAYMAYA.
- In no event shall PAYMAYA and the MERCHANT be liable, in the absence of gross negligence and willful misconduct, for any indirect, special, incidental or consequential damages under this Agreement, including, without limitation, loss of profits, revenue, data or use, even if PAYMAYA and/or the MERCHANT have been advised of the possibility of such damages.
- PAYMAYA's liability for damages under this Agreement shall not exceed the amount of the total Merchant Discount Rates paid by MERCHANT to PAYMAYA during the last twelve (12) months from the occurrence of the event that caused the damage.

14. CONFIDENTIALITY.

- The MERCHANT will not, without prior written consent of the relevant Cardholder, use or disclose information on Cardholder or his/her transactions howsoever obtained and in whatsoever form the information shall take, to any third party (other than the MERCHANT's agents for the sole purpose of assisting the MERCHANT to complete or enforce the transactions and the MERCHANT's insurers and professional advisers) unless such disclosure is compelled by law.
- The MERCHANT will not, without the prior written consent of PAYMAYA use or disclose information howsoever obtained and in whatsoever form on the business of PAYMAYA or the System or this Agreement, to any third party (other than to the MERCHANT's agents for the purpose of assisting the MERCHANT to complete or enforce the transactions and the MERCHANT's insurers and professional Advisers) unless such disclosure is required by law.
- Upon prior notice, the MERCHANT, it agrees to allow PAYMAYA, through its authorized representative/s, auditor (internal or external) as well as examiners of the BSP, to disclose any information of the MERCHANT, visit and enter the

premises of the MERCHANT at reasonable times and subject to the MERCHANT's security measures, to inspect its records, finances, properties and operations. Auditors shall be allowed access to information regarding the outsourced service or activity which they need to fulfill their responsibilities. BSP shall be allowed access to the operations of the MERCHANT in order to review the same in relation to the service or activity.

15. DATA PRIVACY.

- Data Controller represents, warrants, and undertakes that:
 - It has obtained the specific consent of the data subjects to the Data Sharing; and
 - The data subjects have been provided the following information before the data is shared:
 - Identity of the personal information controllers or processors that will be given access to personal data;
 - Purpose of the data sharing;
 - Categories of personal data concerned;
 - Intended recipients or categories of recipients of the personal data;
 - Existence of their rights as data subjects, including the right to access and correction, and the right to object; and
 - Other information that would sufficiently notify the data subject of the nature and extent of data sharing and the manner of processing.
- Data Processor represents, warrants and undertakes that:
 - It shall at all times comply with the requirements of the PDPA and all other applicable data privacy laws and regulations;
 - It shall implement such measures and systems that will enable data subjects to exercise their rights under the PDPA, including without limitation the rights access, rectification, modification, blocking, and to object to the processing of data;
 - It shall implement reasonable and appropriate organizational, physical and technical measures intended for the protection of personal information against any accidental or unlawful destruction, alteration and disclosure, as well as against any other unlawful processing;
 - It shall ensure that its employees, agents, and representatives who are involved in the processing of personal information operate and hold personal information under strict confidentiality. This obligation shall continue even after their transfer to another position or upon termination of their employment or contractual relations;
 - It shall promptly notify SMART when a personal data breach requiring notification to the National Privacy Commission has occurred, within such reasonable period as would allow SMART to comply with its notification obligations under the PDPA.

All terms found herein shall be as defined under the Data Privacy Law of 2012 together with its Implementing Rules and Regulations (PDPA). Data Controller refers to a natural or juridical person, or any other body who controls the processing of personal data, or instructs another to process personal data on its behalf. Data Processor refers to any natural or juridical person or any other body to whom a personal information controller may outsource or instruct the processing of personal data pertaining to a data subject. In this Agreement, both parties may perform the functions of a Data Controller and/or Data Processor of each other and above provisions shall take place as applicable.

16. EFFECTIVITY/TERMINATION

- PAYMAYA serves the right to unilaterally terminate this Agreement without prior notice to the MERCHANT and without giving the reason, in case the MERCHANT, as solely determined by PAYMAYA, has committed acts prejudicial to the interest of PAYMAYA or if any of the terms and conditions contained herein is violated or when PAYMAYA, at its sole discretion, deems necessary for reasons including, but not limited to, fraud, counterfeit Card Transactions, encashment, selling or providing services that are not declared or considered to be illegal.
- In the event that the MERCHANT shall decide to dispose of or discontinue its business, PAYMAYA shall be given at least sixty (60) days prior written notice. In the event of termination, the MERCHANT shall present all completed transactions to PAYMAYA's representative at the time of termination. However, payment for all such items received will only be made to the MERCHANT after payment thereof has been received by PAYMAYA. Where any refund claimed by PAYMAYA exceeds the amount due the MERCHANT, the difference thereof shall be a debt due from the MERCHANT to PAYMAYA and be forthwith recoverable by action.
- In the event that the MERCHANT has not accepted payments via PayMaya, PayMaya shall have the right to disable/close/deactivate its merchant account ID.
- In the event of termination, the MERCHANT shall return to PAYMAYA all materials pertaining to the PAYMAYA program, including but not limited to PAYMAYA mobile POS terminal (which shall be in good working order and condition), Transaction Draft, Proprietary applications and information residing in mobile phones, computers, POS and all other related devices and paraphernalia, Charge Slips and Merchant Payment File and promotional materials and shall remove all decals and signs from the premises immediately.
- This Agreement shall remain in force upon signing hereof and terminated by either party for any reason provided notice in writing shall be sent to other party sixty (60) days prior to the effectivity of such termination.
- PAYMAYA will have the right to close/disable/deactivate Merchant's account for a period of six (6) months or more ("Inactivity Period") due to the following reasons (a) merchant account has not accepted payments from PayMaya (b) no integration performed (c) merchant account were not migrated to Test and Production.

17. NOTICES. All notices or communication under this Agreement shall be in writing and shall be delivered personally or transmitted by registered mail, postage prepaid, facsimile or e-mail as indicated on this form. All notices shall be deemed duly given on the date of receipt, if personally delivered, the date fifteen (15) days after posting, if mailed; or receipt of transmission, if by facsimile. Either party may change its address for purposes hereof giving notice to the other party. In exceptional cases, PAYMAYA may send notices, communications, correspondences via email sent to email address provided by the MERCHANT.

18. AMENDMENTS. PAYMAYA, upon prior written notice may at any time and for whatsoever reason it may deem proper amend, revise or modify this Agreement. Any such amendments shall bind the MERCHANT unless the MERCHANT objects thereto by manifesting his intention to terminate this Agreement in writing within thirty (30) days from notice of amendments. Failure to notify PAYMAYA of MERCHANT's intention to terminate this Agreement as provided in this Clause shall be construed as acceptance by the MERCHANT of the amendments to this Agreement.

19. SEVERABILITY CLAUSE. If any provision of this Agreement, or the application thereof to any party hereto, is held illegal, null, void, unenforceable or otherwise invalid by any law,

decree, ordinance or judicial or administrative decision, such holding shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the parties agree that the provisions of this Agreement are and shall be severable, provided that if such invalidation affects any other provision deemed essential by any party to the satisfactory performance of this Agreement then, upon written notice being given by such party to the other Party, the parties shall promptly negotiate in good faith to the end that this Agreement may be amended in such manner as may be deemed necessary to make it fair and equitable to both parties.

20. **FORCE MAJEURE.** Either Party shall not be liable or deemed to be in default hereunder for any delay or failure in the performance of any of its obligations under this Agreement resulting from any cause, beyond the control of said party such as, but not limited to, acts of God, acts of public enemy, acts of the government, civil or military wars, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, freight embargoes, inability to obtain export licenses or import authorization and lack of available transport, except where such events are direct results of the party's gross negligence or willful misconduct.
21. **GOVERNING LAW and VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the Philippines. In the event of suit arising out of or in accordance with this Agreement, it shall be brought exclusively to the proper courts of Makati City.
22. **AUTHORITY.** Each of the Parties represents and warrants to the other that it/its signatory/ies herein has/have all the necessary power and corporate authority to execute deliver and perform this Agreement and other related documents, and that such execution, delivery and performance will not and shall not contravene any provision of its constitutional documents, any agreement or instrument to which it is a party, any law, rule or regulation of any government authority.
23. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors-in-interest and permitted assigns. The MERCHANT may not however assign or transfer its rights hereunder, without the prior written consent of PAYMAYA.
24. **ENTIRE AGREEMENT.** This Agreement and such other related documents as may be executed by the Parties contemporaneously herewith or subsequently pursuant hereto, constitute the entire agreement of the Parties with respect to the subject matter hereof and supersedes any prior expressions of intent by or agreement between the parties, oral or written, with respect to the same subject matter.
25. **PAYMAYA POLICIES.** This Agreement shall be subject to the existing policies and procedures of PAYMAYA governing the Payment Gateway which are made integral parts hereof by reference, and as may be amended and supplemented from time to time, in so far as not inconsistent with the terms of this Agreement.
26. **CORPORATE GOVERNANCE.** The Parties warrant and represent that their business activities are regulated by their own internal business rules or Corporate Governance policies which are compliant with each of their applicable laws. As a condition precedent to the execution of this Agreement, the Parties agree to exchange their relevant Corporate Governance policies for review to ensure that entering into this Agreement

will not conflict with, violate or contravene any of these policies. to the extent applicable to the implementation of this Agreement, the parties will comply with their respective internal business rules or Corporate Governance policies. In this connection, the parties shall [a] advise or inform each other about any violation, whether actual or potential, by any person of their respective and/or each other's policies in relation to this Agreement; [b] address or resolve such violation in accordance with their own internal business rules or Corporate Governance policies; and, [c] inform the other party of the action taken thereon. In the event that this Agreement is later found to be violative of the internal business rules or Corporate Governance policies of either party, the parties shall negotiate in good faith to amend and revise this Agreement to make it compliant with the internal business rules or Corporate Governance policies found to have been violated. The parties finally agree that any dispute, breach or violation of this provision shall be dealt with, remedied and/or resolved in accordance with the appropriate provisions of this Agreement on dispute settlement.

27. **CORRUPT GIFTS.** The MERCHANT shall not at any time offer, give or agree to give to any person any gift or consideration of any kind as an inducement or reward for performing or refraining to do any act in relation to the obtaining or execution of this Agreement, or for showing or refraining to show favor or disfavor to any person in relation to this Agreement. The MERCHANT shall not enter into an agreement, in connection with which any commission or inducement has been paid or agreed to be paid by the MERCHANT or on the MERCHANT's behalf or to the MERCHANT's knowledge unless particulars of any such commission or inducement and of the terms and conditions of any agreement for the payment thereof have been provided to PAYMAYA in writing before the date of execution of the relevant agreement.

BY SIGNING THIS FORM, I/WE HAVE READ, UNDERSTOOD AND ACCEPTED THE MERCHANT PAYMENT FACILITATOR TERMS AND CONDITIONS SET FORTH ON THIS CLIENT FORM AND TERMS AND CONDITIONS, AND THAT, ALL INFORMATION THAT I/WE HAVE GIVEN HERE ARE TRUE AND CORRECT. I/WE AUTHORIZE PAYMAYA PHILIPPINES TO VERIFY SUCH INFORMATION FROM WHATEVER SOURCES IT MAY CONSIDER APPROPRIATE.

PAYMAYA PHILIPPINES SHALL NOT BE LIABLE FOR ANY DAMAGE, CLAIM, SUIT, LIABILITY AND/OR INCONVENIENCE BROUGHT ABOUT BY OUR FAILURE TO COMPLY WITH THE ABOVEMENTIONED TERMS AND CONDITIONS.

Printed Name and Signature of Merchant Signatory

Date

Printed Name and Signature of Merchant Signatory

Date



PAYMAYA P2M Checklist (MSME)

Document/ Form	Yes	No
1. Client Form with Terms and Condition (2 Originally signed copy – must be signed per page)		
2. Mayors Permit or Barangay Clearance		
3. Store Picture		
4. Valid ID of the Owner/Authorized Signatory/ies		
5. Settlement Options:		
a. PayMaya Account (MIN)		
b. If other banks (PayMaya preferred partner banks BDO, Metrobank, Unionbank, Security Bank, Eastwest Bank, Landbank) <i>**bank account name should match merchant name</i>		
BIR 2303		
Bank Statement/ Bank Certificate		

***If Sole Prop/Corporation/Partnership/Government Agencies – Existing merchant documentary requirement applies*

