

Viber Business Accounts Terms and Conditions

Last Updated: November 27, 2024

These Viber Business Accounts Terms and Conditions (“Business Accounts Terms”) are legally binding agreement by and between Viber Media S.à r.l. (“Viber”, “we”, or “our”) and you, the company or business (“Business” or “you”) using the Viber services, app, account and features designed and developed for businesses as detailed below and may change from time to time (“Business Services”).

If you or your counterpart are situated in the Philippines or availing of the Philippine market and having minimum contacts in the Philippines, additional [Philippines Viber Business Accounts Terms and Conditions appended](#) shall apply.

BY CREATING AND INTERACTING WITH THE BUSINESS ACCOUNT AND THE BUSINESS SERVICES, YOU AGREE TO BE BOUND BY THESE BUSINESS ACCOUNTS TERMS AND ALL OTHER APPLICABLE TERMS AND POLICIES, AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THEM. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCEPTING THEM. IF YOU DO NOT AGREE TO ALL OR PARTS OF THESE BUSINESS ACCOUNTS TERMS, YOU ARE NOT ALLOWED TO INTERACT WITH THE VIBER BUSINESS SERVICES IN ANY MANNER.

FURTHER, BY INTERACTING WITH THE BUSINESS SERVICES YOU HEREBY AGREE THAT YOU WILL USE THE BUSINESS SERVICES SOLELY FOR BUSINESS, COMMERCIAL AND AUTHORIZED PURPOSES, AND NOT FOR PERSONAL USE.

1. ELIGIBILITY

1.1 You hereby represent and warrant that you: (a) have the authority to do so; (b) are at least 18 years old; (c) have not been previously suspended or removed from our Business Services, or engaged in any activity that could result in suspension or removal and (d) you will use our Business Services solely for business, commercial, and authorized purposes, and not for personal use.

1.2 The Business Services are solely offered to and should be used exclusively by the companies, businesses or enterprises, which qualify as Micro or Small Businesses. For the

purposes of these terms, a Micro or Small Business will be considered a Business Account which does not exceed an amount of 10,000 messages sent in the Business Account chat per each calendar month (GMT+0 timezone). Once this limit has been reached, Viber reserves the right to block the Business Account or restrict its abilities on Viber. For users in the European Economic Area (EEA) – in addition to the above definition, a Micro or Small Business must not exceed the definitions of micro or small enterprises under Recommendation 2003/361/EC (i.e. any companies, businesses or enterprises, which employ fewer than 50 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 10 million, i.e. they qualify as micro or small enterprises under Recommendation 2003/361/EC.). If you expect your Business Account to exceed the above limit and you are interested to explore our business solutions, you are welcome to contact us at <https://b2b.viber.com/viber-for-business-form>.

The Business Services are solely offered to and should be used exclusively by the companies, businesses or enterprises, which qualify as Micro or Small Businesses and are subject to our [fair use policies](#). Viber reserves the right to block the Business Account or restrict its available actions on Viber if the Business Account is used by larger companies or breached our fair use policies.

For the avoidance of doubt, in any event Viber reserves the right to take any necessary actions, including but not limited to blocking or restricting Business Accounts, to prevent spam or any other form of abuse.

2. AMENDMENTS

2.1 Viber is always working on adding additional features to the services we provide and improving existing services. As such, and since there may be changes to applicable laws, we may update or change our Business Services, including their functionality from time to time, and revise and reissue these Business Accounts Terms occasionally to reflect the updates and practices correctly. We will only make changes if the provisions are no longer appropriate or incomplete. Changes to these Business Accounts Terms shall become effective upon prior notice. Once updated Business Accounts Terms come into effect, you will be bound by them if you continue to use the Business Services. If you do not agree with any changes to the Business Services or the Business Accounts Terms, you may notify us or terminate your relationship with us. Notwithstanding the above, changes to these Business Accounts Terms or the Business Services, will take effect immediately without prior notice where such changes are: (a) exclusively to the Business' benefit; (b) where they are of a purely administrative nature and have no negative effect the Business; (c) where they are directly imposed by law; or (d) due to important security compliance or risk conditions.

3. ADDITIONAL TERMS FOR SPECIFIC SERVICES

3.1 Some features of our Business Services may be subject to additional terms and conditions, which you should read before making use of those features and such Business Services, and they add up to these Business Accounts Terms where applicable. The following additional terms are:

- [Viber Terms of Service](#)
- [Viber Acceptable Use Policy](#)

To the extent that any of the additional terms and policies conflict with these Business Accounts Terms, these Business Accounts Terms will govern. If the Business Accounts are subject to the Philippines Viber Business Accounts Terms and Conditions, the Philippines Viber Business Accounts Terms and Conditions, which supplement and form an integral part of these Business Accounts Terms, will prevail over any conflicting provisions of the Business Accounts Terms.

4. BUSINESS ACCOUNT

4.1 In order to access and use the Business Services, you will need to register and create a business account (“Business Account”) and profile, including your business’ name, contact information, business’ location (through [Google Places API](#)), your website and profile picture (i.e., your business banner or logo), as applicable (“Business Profile”). You can update your Business Profile at any time through the “Manage Profile” screen.

4.2 By creating a Business Account and providing a Business Profile you acknowledge that Viber (directly or through our third-parties) will use your registration information in order to send you certain notices, including but not limited to, notices regarding abuse reports, information about our Business Services, promotions offered, surveys, and other notices about your Business Account. Please note that any information provided through the registration process to your Business Profile is governed by the [Viber Privacy Policy](#).

4.3 You hereby represent and warrant that you will provide true, complete and updated information in your Business Profile, during the use of the Business Account, and any other information as may be required by Viber from time to time, including your valid legal business phone number, Business’ name, logo and website, and other information, and that such information will not: (i) be false, misleading, deceptive, or defamatory; (ii) parody a third party or include character symbols, excessive punctuation, or third-party trademark designations; and (iii) infringe any trademark, violate any right of publicity, or otherwise violate any third-party’s rights. We reserve the right to reclaim account names on behalf of any business or individual that holds legal claim in those names. If we, at Viber, believe the information presented on your Business Profile is not correct, update, or complete, you will be required to remedy such breach without undue delay, Viber further reserves the right to

prevent you from accessing our Business Services, or any of its resources and to terminate, suspend or restrict your Business Account.

4.4 Business may only allow authorized individuals acting on behalf of Business to access and use its Business Account for purposes authorized under these Business Accounts Terms. Business is solely responsible for all activities occurring under its Business Account and therefore shall be bound to: (a) maintain the security of its credentials; (b) prevent unauthorized use of or access to our Business Services; and (c) immediately notify Viber of any unauthorized use of the Business Account or any breach of security with respect to your Business Account. Business will implement and follow generally recognized industry standards and best practices for data and information security to protect Business' data, network, and systems from unauthorized access, use, or copying. Viber is entitled to monitor your Business Account, Business Profile, at our discretion.

5. SCOPE OF SERVICES; LICENSE GRANT

5.1 As part of the Business Services, Viber allows you to interact directly with your customers, who are Viber users, through one-on-one chat messages on your Viber app. This enables you to promote and provide your business's goods and services, as well as share information, all within a single chat.

5.2 Subject to your compliance with these Business Accounts Terms, we grant you a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use the Business Services. Viber grants you a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use the Viber trademarks, solely for promoting your Business Profile and subject to the Viber Brand Guidelines available [here](#).

5.3 Through the Business Services you will be able to create, post, store, send, and receive content, such as text, images, videos, and other materials, including your Business' trademarks, logos, slogans, and other proprietary materials, and any other information presented on your Business Profile (collectively, "Business Content"). By using the Business Services, you grant Viber and its affiliates, a worldwide, non-exclusive, sub-licensable, and transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and publicly perform or display your Business Content, solely for the purposes of providing, operating, developing, promoting, updating, and improving our Business Services, and researching and developing new services, features, or uses. Except for the Viber License granted to Viber, you retain all ownership and other rights in and to your Business Content.

5.4 Except as specifically granted herein, Viber reserves all rights, title, interest in and to Business Services and all content therein provided by Viber, including images, trademarks, tradenames, patent rights, copyrights, moral rights, rights of publicity, service mark rights,

goodwill, trade secret rights, or other intellectual property rights that may exist now or come into existence in the future, whether registrable or not. You may not use Viber's trade names and logos or any other intellectual property rights, except if we authorized you, in writing, to do so.

Viber always appreciates feedback or other suggestions concerning our services. You agree that any questions, comments, suggestions, ideas, original or creative materials, or other information about Viber or our products or services that you post, submit, or otherwise communicate to us (collectively "Feedback") is non-confidential by nature and that we will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

5.6 Our Business Services may allow you to access, use, or interact with other websites, apps, content, products and services that are not provided by Viber. For example, through the Business Services you can provide your customers with you Business' location by using Google Places API. By using the Google Places API you are bound by [Google Maps/Google Earth Additional Terms of Service](#) and [Google Terms of Service](#), and your use is subject to [Google Privacy Policy](#). Please note that when you use these other services, their own terms and privacy policies will govern such use of those services. Viber will not be responsible or liable for your use of those services, the third-party's terms, or any actions you take under the third-party's terms.

6. RESTRICTIONS OF USE

6.1 Business is solely responsible for its conduct while using our Business Services and it is the Business sole responsibility to comply with all applicable laws and any regulatory requirement imposed while using the Business Services.

6.2 In addition to any other restriction imposed by these Business Accounts Terms, you hereby acknowledge and agree that your use of the Business Services will comply with [Viber Acceptable Use Policy](#).

6.3 Furthermore, you hereby represent and warrant you will not: (a) use our Business Services for personal, family, or household purposes; (b) instigate, engage in, or encourage any harassing, threatening, intimidating, predatory, or stalking conduct, or any other conduct that would be illegal or otherwise inappropriate, such as promoting violent crimes, endangering or exploiting children or others, or coordinating harm; (c) use or attempt to use another user's account without prior authorization from that user; (d) impersonate or register on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity, perpetrate fraud, or publish falsehoods or misleading statements; (e) collect information of or about other users in any impermissible or unauthorized manner; (f) use our Business Services other than for their intended purpose or interfere with, disrupt,

negatively affect, or inhibit other users; (g) damage, disable, overburden, or impair our Business Services; (h) send, distribute, or post spam, unsolicited electronic communications, chain letters, pyramid schemes, or illegal or impermissible communications; (i) post, upload, or share any content which is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, hateful, ethnically or racially offensive, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, or is in our sole judgment objectionable; (j) encourage or provide instructions for a criminal offense; (k) distribute any viruses, corrupted data, or other harmful, disruptive, or destructive files or content; (l) bypass, ignore, or circumvent instructions in our robots.txt file or any measures we employ to prevent or limit access to any part of our Business Services, including content-filtering techniques; (m) expose Viber or others to any type of harm or liability, and (n) if you marked your Business Account as not suitable for users below the age of 18 (minors), you will always ensure (i) to confirm the age of Viber users you communicate through your Business Account, and (ii) that you do not communicate with minors through your Business Account.

6.4 Furthermore, you shall not at any time, directly or indirectly, and shall not permit any third-party on your behalf to: (a) copy, modify, or create derivative works of our Business Services, in whole or in part; (b) rent, lease, lend, assign, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Viber Business Services to a third party without Viber prior written authorization; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Business Services, in whole or in part; (d) remove any proprietary notices contained in the Business Services; (e) access the Business Services or any content therein for benchmarking purposes; and (f) access the Business Services for any illegal, fraudulent, inappropriate manner, immoral, or unauthorized purpose (including that which would infringe upon the rights of a third party) or that is in breach of applicable law, legislation, rules and regulations, including anti-money laundering laws.

7. BUSINESS CONTENT AND PRODUCTS

7.1 You represent and warrant that you have all rights to your Business Content, and that the Business Content and Viber's use of it will: (a) comply with the terms of [Viber Acceptable Use Policy](#); and (b) not violate any third-party rights including intellectual property rights and privacy rights.

7.2 You may offer, promote and market your goods or services for sale ("Business Products"). The Business shall ensure that the Business Products comply with the [Viber Acceptable Use Policy](#), applicable laws and these Business Accounts Terms. Viber does not exercise control over Business Products, purchases, returns, delivery of goods or services. The Business is solely responsible for displaying any and all disclosure required, such as

but not limited to, age limitation, health disclosures, safety instructions, etc. all as required by law. Viber is not responsible for providing any goods or services and assumes no liability for the Business' failure to provide the Business Products, or applicable disclaimers or otherwise for any dissatisfaction with the Business Products.

7.3 If you rank your Business Products, or determine an order in which you display the Business' Products, you shall disclose to end users the factors taking into consideration. For avoidance of doubt, Viber will not rank, compare or rate any of the Business Profiles.

7.4 The Business Services do not offer any payment processing features, to conduct a sale the Business must redirect or instruct the end user how to conduct the payment, unless otherwise stipulated in the Philippines Viber Business Accounts Terms and Conditions. You hereby acknowledge and agree that all payment transactions are not operated or processed by Viber and Viber is not liable for payments, refunds, chargebacks, the provisioning (or addition) of cards, or other commercial activity relating to payments made using the Business Services.

7.5 The Business Content and Business' Products shall: (a) not encourage violence, or any sale or purchase of any type of weapon ,with or without any substantial value, do not threaten to hurt a person or property, do not post any type of violent content, or encourage self-harm; (b) not encourage or use any violent extremism, terrorism content or hate speech, and do not encourage or allow the exchange of hate or violent goods or services; (c) not encourage, use or offer any pornographic or child sexual content, goods or services; (d) not harass or bully anyone; (e) not send, distribute, or post spam, unsolicited electronic communications, chain letters, pyramid schemes, or illegal.

7.6 Viber will, subject to applicable law, monitor and review all Business Content you share through the Business Account and Business Profile in order to verify your compliance with these Business Accounts Terms, applicable laws and our policies as indicated herein. If we believe, in our sole discretion, that the Business Content is in such breach, we have the right to remove the infringing Business Content, limit your interaction with the Business Account and the Business Services, or terminate your access to the Business Account indefinitely. In the event that we terminate your Business Account, you or anyone on your behalf, will not create another Business Account without our express written permission.

7.7 Viber is not liable for any acts or omissions by the Business. The Viber users may block the Business Profile, mark Business Content, Business Products, marketing materials or messages or report the content as spam, harmful, infringing applicable laws, harassing, violent, and more, or notify us that Business is violating our terms and policies. Viber will then take appropriate action, which could result in Viber's suspending or terminating your use of our Business Services.

7.8 You warrant and represent that you will only initiate chat messages with Viber users who are your customers and have your contact information saved in their contact list. You acknowledge and agree that initiating chats with users who do not meet these criteria is strictly prohibited. Failure to comply with this warranty and representation may result in the blocking of your entire Viber account, not just the business services at Viber's sole discretion. This measure is in place to ensure the privacy and trust of all Viber users.

7.9 By registering for and using Viber Business Services, including the creation and use of a Business Account, you acknowledge and agree that the existence of your Business Account will be publicly displayed on your Viber profile. This means that your contacts and other Viber users will be able to see that you have a Business Account.

8. TERMINATION

8.1 Viber may modify, suspend, or terminate a Business' access to or use of our Business Services and these Business Accounts Terms at any time and for any reason, including if we determine, in our sole discretion, that the Business had violated these Business Accounts Terms, receives excessive negative feedback, or creates harm, risk, or possible legal exposure for us, our other users, or others. To the extent permissible and practicable, subject to Viber's sole discretion, we will endeavor to give you prior notice containing the relevant reasons for termination or suspension.

8.2 Upon termination or suspension: (a) all licenses granted to you herein shall terminate immediately. We will remove your Business Account from Viber, and your Business Content will not be presented any more to other users. However, we will retain certain data associated with your Business Account for a limited period of time, including data you have provided to us or which we have collected from your use of the Business Services as described herein; (b) you must promptly discontinue all use of the Business Services; (c) upon Viber's written request, you shall delete or return to us, any Viber confidential information; (d) pay any outstanding fees to Viber if applicable; and (e) the provisions herein that by their nature are intended to continue indefinitely will continue to apply.

8.3 Termination for any reason of these Terms shall not derogate from your rights and obligations accrued prior to the effective date of termination and shall not limit Viber from pursuing other available remedies.

9. CONFIDENTIALITY

9.1 Viber communications with you pursuant with the Business Services may contain Viber confidential information. Viber confidential information includes any materials, communications, and information that would usually be considered confidential under the applicable circumstances. If you receive any such information, you will not disclose it to any

third party without Viber's prior written consent. Viber confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose Viber confidential information when compelled to do so by law, provided you provide us reasonable prior notice and cooperate with us in order to minimize any harm that might be caused to Viber.

10. DATA PROTECTION

10.1 We make no representations or warranties that our Business Services meet the needs of entities regulated by laws and regulations with heightened confidentiality or security requirements for Personal Data, Personal Information, Financial Information, information on children or Personal Health Information (as such terms are defined under applicable federal law, state law, union law, regulation or directive and shall be defined herein as "Personal Data" for the purpose of these Business Accounts Terms). The Business must provide all necessary data disclosures and notices, including by maintaining a privacy policy or labelling marketing messages. The Business must also secure all necessary rights, consents, and permissions to process, share and transfer end users' information. Viber is not and will not be held liable for breach by Business of any applicable laws.

10.2 You understand and agree that Viber collects, stores, and uses: (a) information from your Business Account and registration; (b) usage, log, and functional information generated from your use of our Business Services; (c) performance, diagnostics, and analytics information; and (d) information related to your technical or other support requests, all subject to and in accordance with the [Viber Privacy Policy](#).

10.3 The Business understands and agrees that the transfer and processing of information that Viber collects, stores, and uses under these Business Terms, are transferred to other countries globally where we have or use facilities, service providers, or partners, regardless of where you use our Business Services. You acknowledge that the laws, regulations, and standards of the country in which your information is stored or processed may be different from those of your own country. For more information, please see the [Viber Privacy Policy](#) under "International Data Transfers" Section.

10.4 As part of the Business Services, Viber and the Business will process certain Personal Data of Viber users ("Collected Data"). The Business and Viber are each an independent controller, business, or other equivalent term (as defined under data protection regulations) of the Collected Data. Except as otherwise stated herein the Business Accounts Terms, each party hereby undertakes to independently comply with any applicable data protections and security law, regulations, either state, federal, union, or directive, and industry best standards. Each party agrees that it shall process the Collected Data that it collects only for the purposes permitted by this Agreement and applicable data protection Law.

10.5 Where required by law, the transfer of the Collected Data will be governed by the [EU Standard Contractual Clauses](#), [UK Standard Contractual Clauses](#) and Swiss Standard Contractual Clauses. As between Viber and the Business, the Module I of the EU Standard Contractual Clauses, as may be updated from time to time, shall apply, including the Standard Contractual Clauses Annexes as attached herein, including respective specification regarding the UK Standard Contractual Clauses and Swiss Standard Contractual Clauses.

11. AVAILABILITY, SUPPORT AND COMPLAINTS

11.1 Viber Business Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. Events beyond our control may affect our Business Services, such as events in nature and other force majeure events. If you require support, please contact Viber Support through our [Contact Us Form](#). Depending on your interaction with us, you may be assigned an account manager that can assist in need of technical support and customer service issues.

11.2 Further, you may contact us at: dsa@viber.com regarding any suspension and termination of your Account or the Business Services, or any alleged breach by Viber of the Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC ("[Digital Services Act](#)").

11.3 We will acknowledge all complaints and follow-up with you to address your complaint within a reasonable timeframe. We will communicate the outcome of our complaint investigation to you if you have provided us with your valid email address.

12. DISCLAIMER; LIMITATION OF LIABILITY

12.1 BUSINESS USES OUR BUSINESS SERVICES AT ITS OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. UNLESS PROHIBITED BY APPLICABLE LAW, VIBER PROVIDES THE BUSINESS SERVICES ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. WE DO NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL; THAT THE BUSINESS SERVICES OR ANY OTHER SERVICES WILL BE OPERATIONAL, ERROR FREE, SECURE, SAFE OR WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION (INCLUDING BUSINESS CONTENT) MADE BY THE BUSINESS OR BY OTHER THIRD PARTIES.

12.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VIBER WILL NOT BE HELD LIABLE TO BUSINESS FOR ANY LOSS OF PROFITS OR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH THESE BUSINESS ACCOUNTS TERMS, OUR ACTIONS OR INACTIONS, OR OUR BUSINESS SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH THESE BUSINESS ACCOUNTS TERMS, OUR ACTIONS OR INACTIONS, OR OUR BUSINESS SERVICES WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT BUSINESS HAS PAID US IN THE PAST TWELVE MONTHS TO USE OUR BUSINESS SERVICES.

13. INDEMNIFICATION

13.1 Business agrees to defend, indemnify, and hold harmless Viber and its directors, officers, employees, affiliates, and agents, from and against any and all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees) relating to, arising out of, or in any way in connection with any of the following ("Claim"): (a) Business's access to or use of our Business Services, including the Business' provision of the Business Products; (b) Business' breach or alleged breach of these Business Accounts Terms or applicable law; (c) Business breach of any third party's rights, including intellectual property rights and privacy rights, while interacting with the Business Services including through the use of the Business Content; and (d) any misrepresentation made by the Business. Viber has the right to solely control in the defense or a settlement of such Claim, and the Business will fully cooperate with Viber in this regard.

14. MISCELLANEOUS

14.1 Viber Business Services are not intended for distribution to or use in any country where such distribution or use would violate local law. We reserve the right to limit our Business Services in any country and at any time, to the extent permissible by applicable law. Business shall comply with all applicable U.S. and non-U.S. export control and trade sanctions laws ("Export Laws"). Business will not, directly or indirectly, export, re-export, provide, or otherwise transfer our Business Services: (a) to any individual, entity, or country prohibited by Export Laws; (b) to any individual or entity, or anyone owned or controlled by any individual or entity, on U.S. or non-U.S. government restricted parties lists; or (c) for any purpose prohibited by Export Laws, including nuclear, chemical, or biological weapons, or missile technology applications, without the required government authorizations. Furthermore, Business shall not use our Business Services: (a) if it is located, or owned or controlled by anyone located in a restricted country, including in any territory which is the target for sanctions imposed by the US government, the European Union, Her Majesty's Treasury of the United Kingdom, or other relevant sanctions authority, such as Cuba, Iran,

North Korea, Sudan, and Syria; (b) if it is currently listed, or owned or controlled by anyone listed, on any U.S. or non-U.S. restricted parties list; (c) for the benefit or on behalf of a restricted country or anyone listed on any U.S. or non-U.S. restricted parties list; or (d) for any purpose prohibited by Export Laws. Business will not disguise its location through IP proxying or other methods.

14.2 The laws of England and Wales govern these Business Accounts Terms and any disputes that may arise, without regard to conflict of law provisions. Any dispute will be resolved exclusively by the courts of England and Wales.

14.3 You may not assign or transfer any of your rights or delegate your duties under the Business Accounts Terms, without the prior written authorization from Viber.

14.4 If any provision of these Business Accounts Terms is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Business Accounts Terms and shall not affect the validity and enforceability of the remaining provisions.

14.5 Failure to enforce any of Viber rights herein shall not be considered as a waiver of such right.

Annexes to the EU Standard Contractual Clauses referred in Section 10

Annex I

(Controller to Controller)

A. LIST OF PARTIES

Where Viber shares the categories of Collected Data listed below with the Business, Viber acts as the Data Exporter and Business acts as the Data Importer.

B. DESCRIPTION OF PROCESSING AND TRANSFER

Categories of data subjects whose personal data is processed or transferred:

Viber users interacting with the Business' Profile.

Categories of personal data processed or transferred:

Viber will share certain data sets of the Collected Data with the Business, which include profile photo of the user (if it exists) and the user's profile name.

Sensitive data processed or transferred:

N/A

The frequency of the processing or transfer (e.g., whether the data is transferred on a one-off or continuous basis):

Continuous basis

Nature of the processing or transfer:

Collection, storage, organization, communication, transfer, host and other uses in performance of the Business Services as set out in these Business Accounts Terms.

Purpose(s) of the data transfer and further processing:

Provide the Business Services.

The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:

As long as required by applicable laws or to provide the Business Services.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

C. COMPETENT SUPERVISORY AUTHORITY

The National Commission for Data Protection of the Grand-Duchy of Luxembourg ("CNPD").

Furthermore, Viber and Business agree that the following terms regarding the transfer of Collected Data shall apply:

1. In Clause 11, the optional language will not apply, and data subjects shall not be able to lodge a complaint with an independent dispute resolution body.
2. In Clause 18(b) the parties choose the courts of the Luxembourg, as their choice of forum and jurisdiction.

UK Standard Contractual Clauses specifications:

1. The parties agree that the terms of the EU Standard Contractual Clauses as amended by the UK Standard Contractual Clauses, and detailed herein below, are

hereby incorporated by reference and shall apply to the transfer of Collected Data from the UK as required by law.

2. Terms used herein below that are defined herein, shall have the same meaning as in the EU Standard Contractual Clauses.
3. the terms herein below shall (i) be read and interpreted in the light of the provisions of the applicable UK data protection laws, and so that it fulfils the intention for it to provide the appropriate safeguards as required by Article 46 of the UK GDPR, and (ii) not be interpreted in a way that conflicts with rights and obligations provided for in the applicable UK data protection laws.
4. Amendments to the UK Standard Contractual Clauses:

a) Part 1: Tables

b) Table 1 Parties: shall be completed as set forth above.

c) Table 2 Selected SCCs, Modules and Selected Clauses: shall be completed as set forth above.

d) Table 3 Appendix Information:

- Annex 1A: List of Parties: shall be completed as set forth in this Annex I above.
- Annex 1B: Description of Transfer: shall be completed as set forth in this Annex I above.
- Annex II: Technical and organizational measures including technical and organizational measures to ensure the security of the data: shall be completed as set forth under Annex II below.

e) Table 4 ending this Addendum when the Approved Addendum Changes: shall be completed as "Importer" & "Exporter".

Swiss Standard Contractual Clauses specifications:

The parties agree that the terms of the Swiss Standard Contractual Clauses as detailed herein below, supplements the EU Standard Contractual Clauses' and the UK Standard Contractual Clauses' provisions, and applies for the transfer of Collected Data from Swiss as required by applicable Swiss data protection laws, and specifically the Swiss Federal Data Protection Act ('FDPA'):

1. The term 'Member State' will be interpreted in such a way as to allow data subjects in Switzerland to exercise their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the Clauses.

2. The applicable clauses in these Business Accounts Terms including the Annexes, protect the Collected Data of legal entities until the entry into force of the Revised Swiss FDPA.
3. Any obligation under the EU Standard Contractual Clauses shall refer to a respective obligation under the Swiss Standard Contractual Clauses and applicable Swiss data protection laws and regulations, as applicable.
4. The competent supervisory authority is the Swiss Federal Data Protection Information Commissioner.

Annex II

Technical and Organizational Security Measures

This Annex II summarizes the technical, organizational, and physical security measures implemented by the parties:

The Business shall comply with the following:

Business undertakes to implement, maintain, and continuously control and update appropriate technical and organizational security measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected. These include:

1. Preventing unauthorized persons from gaining access to data processing systems with which personal data are processed or used (physical access control); in particular, by taking the following measures:

- Controlled access for critical or sensitive areas
- Video monitoring in critical areas
- Incident logs
- Implementation of single-entry access control systems,
- Automated systems of access control,
- Permanent door and windows locking mechanisms,
- Key management
- Permanently staffed reception
- Code locks on doors
- Monitoring facilities (e.g., alarm device, video surveillance)
- Logging of visitors

- Compulsory wearing of ID cards
- Security awareness training.

2. Preventing data processing systems from being used without authorization (logical access control); in particular, by taking the following measures:

- Network devices such as intrusion detection systems, routers, and firewalls
- Secure log-in with unique user-ID, password, and a second factor for authentication (OTP, MFA, 2FA).
- Policy mandates locking of unattended workstations. Screensaver password is implemented such that if the user forgets to lock the workstation, automatic locking is ensured.
- Logging and analysis of system usage
- Role-based access for critical systems containing personal data
- Process for routine system updates for known vulnerabilities
- Encryption of laptop hard drives
- Monitoring for security vulnerabilities on critical systems
- Deployment and updating of antivirus software
- individual allocation of user rights, authentication by password and username, use of smartcards for login, minimum requirements for passwords, password management, password request after inactivity, password protection for BIOS, blocking of external ports (such as USB ports), encryption of data, virus protection and use of firewalls, intrusion detection systems.

3. Ensuring that persons entitled to use a data processing system can gain access only to the data to which they have a right of access, and that, in the course of processing or use and after storage, personal data cannot be read, copied, modified or deleted without authorization (access control to data); in particular, by taking the following measures:

- Network devices such as intrusion detection systems, routers, and firewalls
- Secure log-in with unique user-ID, password, and a second factor for authentication (OTP, MFA, 2FA).
- Logging and analysis of system usage
- Role-based access for critical systems containing personal data
- Encryption of laptop hard drives
- Deployment and updating of antivirus software
- Compliance with Payment Card Industry Data Security Standard
- Definition and management of role-based authorization concept, access to personal data only on a need-to-know basis, general access rights only for a limited number of admins, access logging and controls, encryption of data, intrusion detection

systems, secured storage of data carriers, secure data lines, distribution boxes, and sockets.

4. Ensuring that personal data cannot be read, copied, modified, or deleted without authorization during electronic transmission, transport or storage and that it is possible to verify and establish to which bodies the transfer of personal data by means of data transmission facilities is envisaged (data transfer control); in particular, by taking the following measures:

- Encryption of communication, tunneling (VPN = Virtual Private Network), firewall, secure transport containers in case of physical transport, encryption of laptops.

5. Ensuring that it is possible retrospectively to examine and establish whether and by whom personal data have been inserted into data processing systems, modified or removed (entry control); in particular, by taking the following measures:

- Logging and analysis of system usage
- Role-based access for critical systems containing personal data
- Logging and reporting systems, individual allocation, of user rights to enter, modify or remove based on role-based authorization concept.

6. Ensuring that personal data processed on the basis of a commissioned processing of personal data are processed solely in accordance with the directions of the data exporter (job control); in particular, by taking the following measures:

- Mandatory security and privacy awareness training for all employees
- Employee hiring procedures which require the completion of a detailed application form for key employees with access to significant personal data.
- Periodic audits are conducted.
- Implementation of processes that ensure that personal data is only processed as instructed by the data exporter, covering any sub-processors, including diligently selecting the appropriate personnel and service providers and monitoring of contract performance, entering into appropriate data processing agreements with sub-processors, which include appropriate technical and organizational security measures.

7. Ensuring that personal data are protected against accidental destruction or loss (availability control); in particular, by taking the following measures:

- Backup procedures and recovery systems, redundant servers in a separate location, mirroring of hard disks, uninterruptible power supply, and auxiliary power unit, remote storage, climate monitoring and control for servers, fire-resistant doors, fire,

and smoke detection, fire extinguishing system, anti-virus/firewall systems, malware protection, disaster recovery, and emergency plan.

8. Ensuring that data collected for different purposes or different principles can be processed separately (separation control); in particular, by taking the following measures:

- Internal client concept and technical logical client data segregation, development of a role-based authorization concept, separation of test data and live data.

Philippines Viber Business Accounts Terms and Conditions

These Philippines Viber Business Accounts Terms and Conditions (“Philippines Business Accounts Terms” or “Philippines Business Terms”) constitute a legally binding agreement between you (“Business” or “you”), provided that you or your counterpart are situated in the Philippines or availing of the Philippine market and having minimum contacts in the Philippines, and Viber Media S.à r.l. (“Viber”, “we,” or “our”). The Philippines Business Accounts Terms supplement the Business Account Terms.

BY CREATING AND INTERACTING WITH THE BUSINESS ACCOUNT AND THE BUSINESS SERVICES, YOU AGREE TO BE BOUND BY THESE BUSINESS ACCOUNTS TERMS AND ALL OTHER APPLICABLE TERMS AND POLICIES, AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THEM. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCEPTING THEM. IF YOU DO NOT AGREE TO ALL OR PARTS OF THESE BUSINESS ACCOUNTS TERMS, YOU ARE NOT ALLOWED TO INTERACT WITH THE VIBER BUSINESS SERVICES IN ANY MANNER.

YOU EXPRESSLY AGREE TO BE BOUND BY THE PROHIBITED ITEMS POLICY AND DECLARE THAT YOU WILL NOT SELL ANY ITEMS LISTED IN THE POLICY, AS AMENDED FROM TIME TO TIME.

YOU ACKNOWLEDGE THAT YOU WILL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO, INTERNET TRANSACTION ACT AND ITS IMPLEMENTING RULES AND REGULATIONS, CONSUMER ACT, DATA PRIVACY ACT OF 2012 AND ITS IMPLEMENTING RULES AND REGULATIONS, AND JOINT ADMINISTRATIVE ORDER 22-01 SERIES 2022 ISSUED BY THE DEPARTMENT OF TRADE AND INDUSTRY THE DEPARTMENT OF AGRICULTURE (DA) THE DEPARTMENT OF HEALTH (DOH). YOU ACKNOWLEDGE LACK OF COMPLIANCE WITH THE ABOVEMENTIONED MAY RESULT IN

THE SUSPENSION OR CLOSING OF THE BUSINESS ACCOUNT AT VIBER'S SOLE DISCRETION.

1. Legal and Regulatory Compliance

1.1 In order to access and utilize the Business Services in the Philippines, in addition to the requirements specified under Section 4.1 of the Business Terms, you are required to provide the following information in your offers under your Business Account: (i) name and brand of the goods or services; (ii) price; (iii) description; and (iv) condition; (v) contact information including email address and business phone number. You may update your Business Profile at any time via the "Manage Profile" screen.

Not providing the above information may result in the Business Account being suspended or closed. You acknowledge that it is your legal obligation to include these elements in your offers and not providing this information may expose you to penalties and other liability.

1.2 You expressly agree and warrant that you shall abide by the following principles whilst using Business Services in Philippines towards your customers:

- i. Fair Treatment of Consumers. Online businesses shall refrain from illegal, fraudulent, unethical, or unfair business practices that may harm consumers.
- ii. Upholding Responsibilities. You shall value consumer rights to the same extent as traditional brick-and-mortar businesses.
- iii. Compliance with Laws and Regulations. You shall observe and comply with the policies, laws and regulations in the countries where their goods and services are marketed.
- iv. Conformance to Local Standards. You shall apply the necessary standards and provide accurate information in the local language of the countries where their goods and services are marketed.
- v. Ensured Quality and Safety. You shall ensure shared responsibility along the entire supply chain. They shall not compromise product, health, and food safety, not offer products which have been recalled, banned or prohibited, and shall ensure that their services are of highest quality.
- vi. Honest and Truthful Communication. You shall provide easily accessible, complete, and correct information about their goods and services, and adhere to fair advertising and marketing practices.

vii. Price Transparency. You shall ensure transparency and openness regarding their prices, including any additional costs, such as customs duties, currency conversion, shipping, delivery, taxes, service/processing fees, and convenience fees.

viii. Proper Recordkeeping. Online businesses shall keep proper records of purchase, provide complete records of the goods purchased, and have them delivered in the promised time and described condition.

ix. Review and Cancellation Options. You shall offer options to allow consumers to review their transactions prior to final purchase, and of cancellation and allow consumers to review their transaction before making the final purchase, and to withdraw from a confirmed transaction in appropriate circumstances. Fraudulent acts both by online businesses and consumers shall be dealt with in accordance with existing penal/special laws.

x. Responsive Consumer Complaint and Redress System. You shall take consumer complaints seriously, establish a fair and transparent system to address complaints, and provide appropriate compensation, such as refund, repair, and/or replacement.

xi. Consumer Information Security. You shall secure the personal information of consumers, actively protect their privacy, be transparent about processing personal data, and if appropriate under the circumstances, ask for permission prior to any personal data processing activity.

xii. Online Payment Security. You shall ensure that online payments used are safe and secure. They shall safeguard sensitive data by choosing digital payment platforms with the appropriate secure technology and protocols, such as encryption or SSL, and display trust certificates to prove it.

xiii. Desistance from Online Spamming. You shall not engage in online spamming. They shall allow consumers to choose whether they wish to receive commercial messages by e-mail or other electronic means, and provide adequate mechanisms for them to opt-out from the same.

xiv. Non-proliferation of Fake Online Reviews. You shall not restrict the ability of consumers to make critical or negative reviews of goods or services, or spread wrong information about competitors.

xv. Consumer Education on Online Risks. You shall educate consumers about (online) risks. They shall help consumers in understanding the risks of online transactions, and provide competent guidance if needed.

1.3. Compliance with applicable laws and regulations.

You warrant and agree to comply with all applicable laws and regulations, including but not limited to the laws of the Republic of Philippines related to Business Services in Philippines, including but not limited to e-commerce law, tax laws, data protection laws, registration requirements, and consumer protection laws. You are responsible for ensuring and warrant that all aspects of their business operations, including the sale of goods or services, adhere to these legal requirements. Failure to comply with any applicable laws or regulations may result in termination of access to the Business Services and may subject you to legal penalties and liabilities.

You warrant and agree to comply in particular with the following non-exhaustive list of laws, regulations, decisions and orders, as amended from time to time by the authorities:

i. Internet Transactions Act of 2023 (Republic Act No. 11967) and its Implementing Rules and Regulations;

ii. Consumer Act of the Philippines (Republic Act No. 7394) and its Implementing Rules and Regulations;

iii. Joint DTI-DOH-DA Administrative Order No. 01-08;

iv. Joint DTI-DOH-DA-DENR Administrative Order No. 22-0132;

v. RA. No. 4109 otherwise known as the "Standards Law", which includes i.e. compliance to all Department Administrative Orders issued by DTI particularly the Technical Regulations issued to ensure and certify product quality and safety;

vi. RA. No. 9211 or the "Tobacco Regulation Act of 2003" and E.O. No. 106 s. 2020, which shall apply to ensure i.e. that online businesses abide with the restrictions set forth on advertising, promotions, and access of minors, in order to further protect the consumers against the hazards to health and safety of tobacco, vapor products and heated tobacco products;

vii. RA. No. 10611 or the "Food and Safety Act of 2013", P.O. No. 1619 s. 1979, and FDA Circular No. 2019-006, which shall apply to ensure i.e. that online businesses abide with the restrictions set forth on advertising and promotions and access of minors, in order to further protect the consumers against the hazards to health and safety of alcoholic beverages;

viii. DA regulations such as, but not limited to, proper handling and stewardship shall also apply to the offer and sale of agricultural products online, such as fertilizers, and pesticides, whether conventional, biotech-traited or those with plant incorporated protectants;

ix. DTI Memorandum Circular No. 21-05, series of 2021 which enumerates the eighty-seven (87) products and systems covered under the BPS Mandatory Product Certification Schemes, and classified into three (3) product groups – Electrical and Electronic Products, Mechanical/Building and Construction Materials, and Chemical and Other Consumer Products and Systems. The latest list of products is attached as Annex A of the Joint DTI-DOH-DA-DENR Administrative Order No. 22-0132. Such a list may be updated or revised by the BPS in accordance with its mandate.

x. DTI-BPS Mandatory Certification Schemes i.e.:

- in case of the sale of products covered under the DTI Bureau of Philippine Standards (DTI-BPS) Mandatory Product Certification Schemes that you shall ensure such products sold in online platforms bear a valid Philippine Standard (PS) Quality and/or Safety Certification Mark, Import Commodity Clearance (ICC) sticker, or any certification mark approved and issued by the DTI-BPS;
- If you are a manufacturer and importer of the products covered under the BPS Mandatory Certification Schemes, you shall secure the PS Mark or ICC stickers from the BPS. Only the manufacturer or importer to whom the PS License or ICC certificate is granted shall be allowed to affix the PS Mark or ICC sticker, respectively, on their products consistent with the requirements of the DTI Department Administrative Order (DAO) No. 4, Series of 2008, DAO No. 5, Series of 2008, their respective Implementing Rules and Regulations and other applicable DTI technical regulations related to the BPS Mandatory Product Certification Schemes. The matrix of requirements and procedure to apply for a PS Mark License, ICC certificate and stickers, is attached as Annex B of the Joint DTI-DOH-DA-DENR Administrative Order No. 22-0132.

xi. Consumer Product and Service Warranty. You shall comply with the pertinent rules on provision of warranty under the Civil Code and under Title III of R.A. No. 7394.

xii. Labeling Requirements – You shall comply with the following labeling requirements under R.A. No. 7394, R.A. No. 9711, and other pertinent and relevant laws.

xiii. Price Tag Placement. Pursuant to Articles 81 and 83 of RA. No. 7394, you shall comply the following rules and regulations shall apply as regards the price of the product or service offered online:

- Product listings must contain the price(s) of the product/service in Philippine pesos and must display payment policies, delivery options, returns, refunds and exchange policy, and other charges if applicable;
- Total price must be displayed. It must be clear, updated and accurate to avoid misleading online consumers;

- Indicate the price in high visibility areas preferably near the product title, or the add-to-cart button and ensure the text used for the price is readable and accessible; and
- The practice of providing prices through private (or direct) messages to consumers/buyers is considered a violation of the Price Tag Law.

xiv. RA No. 10173, otherwise known as the Data Privacy Act and its Implementing Rules and Regulations

1.4 You are prohibited to engage in the following activities (please note that the list is non-exhaustive):

i. Deceptive online sales acts or practices regulated i.e. by the Article 50 of RA. No. 7394 and Sections 155.1, 155.2, and 165.2(b) of RA. No. 8293 or otherwise known as the “Intellectual Property Code of the Philippines”, which declare deceptive acts or practices by a seller or supplier in connection with a consumer transaction as a violation;

ii. unfair or unconscionable sales act or practice regulated i.e. Article 52 of RA. No. 7394 and Sections 155.1, 155.2, and 165.2(b) of RA. No. 8293 when the seller induces the consumer to enter into a sales or lease transaction grossly inimical to the interests of the consumer or grossly one-sided in favor of the online seller, merchant, or a-retailer by taking advantage of the consumer’s physical or mental infirmity, ignorance, illiteracy, lack of time or the general conditions of the environment or surroundings. In determining whether an act or practice is unfair and unconscionable.

2. Prohibited items list

2.1 You warrant and represent that you shall not sell or advertise any products or/and services included in the Prohibited Products and Services Policy attached as an Annex 1 to these Business Terms and as amended from time to time, any products and services listed in the Food and Drug Administration warned product list and other issuances of the FDA pertaining to restrictions, prohibitions and warnings about certain goods and services and products and services which are prohibited to sell under applicable law. You shall consult the list periodically to ensure that you are up to date with the most current list, FDA issuances as well as applicable law. You may access FDA website [here](#) and you are responsible for monitoring any changes.

2.2 It is strictly prohibited to sell and advertise any products and services included in the Prohibited Products and Services Policy. Viber may at its sole discretion i. block your Business Account or ii. Terminate our agreement for the provision of Business Services and delete your account.

2.3. You acknowledge and agree that it is your sole responsibility to familiarize yourself with applicable law and regulations pertaining to your business activity, in particular regarding the goods and services you may sell or offer.

3. Marketing and advertising

3.1 You warrant that any promotional offer including any discount, premium, or gift, and that conditions required to qualify are accessible to your customer, clear, and unambiguous

3.2 In case of the violation of the clause 4.1 Viber may at its sole discretion i. block your Business Account or ii. Terminate our agreement for the provision of Business Services and delete your account.

4. Viber Pay Business Wallet

If you are using your Viber Pay for business on your Business Account, the applicable Viber Pay for Business Terms and Conditions shall apply.

Annex 1

Prohibited Products and Services Policy

Prohibited Products and Services Policy, an essential part of the Philippines Business Terms . This annex serves as a guide to help you understand which items are not permitted for sale via Business Accounts. Our commitment to providing a safe, lawful, and trusted environment for buyers and sellers necessitates strict adherence to these guidelines.

The list of prohibited products and services is designed not only to comply with legal requirements but also to assist you in ensuring that your listings meet our standards. By understanding and following these guidelines, you contribute to a positive experience for all participants in our community. The list is not exhaustive.

It is important to note that you are responsible for complying with all applicable laws and regulations governing the sale of your products. This annex is intended to help you navigate these complexities, but it is ultimately your responsibility to ensure that your listings are lawful and appropriate.

Please review this annex carefully and ensure that your listings comply with our standards. Violations of these policies can result in the removal of listings, account suspension or termination, and other legal consequences. If you have any questions or need further clarification, our support team is here to assist you.

NON-EXHAUSTIVE LIST OF THE PROHIBITED ITEMS

This list may be revised or updated by the relevant regulatory agencies concerned.

i. Wildlife and wildlife by products and derivatives:

a. Wild plantflora, plant parts (i.e. Bark, leaves/shoots, roots, wood, essential oils} and propagules (i.e. Living cuttings and genetic material), and seeds and seedlings of plant species listed under the cites appendices; and threatened species and exotic species which are regulated, restricted by the Wildlife Act (R.A. 9147). Prohibited items: alien invasive species and wildlife species collected from the wild.

b. Live wild animals/fauna (including fingerlings, hatchlings, eggs, and/or genetic material); unprocessed and processed by-products and derivatives of fauna listed under the cites appendices and threatened species and exotic species which are restricted by the Wildlife

Act (R.A. 9147); prohibited items: alien invasive species and wildlife species collected from the wild.

ii. Human parts or remains;

iii. Fertilizers, pesticides (chemical and biorational), other agricultural chemicals, and seeds with plant incorporated protectants; and seeds, conventional or biotech-treated;

iv. Toxic substances and hazardous wastes;

v. Imported Recyclable Materials Containing Hazardous Substances [scrap metals; scrap plastics; electronic assemblies and scrap (including imported, second-hand or used electrical and electronic equipment); used oil; and fly ash

vi. Health products, including food, drugs, cosmetics, devices, biologicals, vaccines, in-vitro diagnostic reagents, household/urban hazardous substances, household/urban pesticides, toys and childcare articles;

vii. Prohibited Food:

a. Listings containing medicinal claims – that is, a claim that the item is intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in humans and/or animals, contraception, inducing anesthesia or otherwise preventing or interfering with the normal operation of a physiological function, whether permanently or temporarily, and whether by way of terminating, reducing or postponing, or increasing or accelerating, the operation of that function or in any other way (for example, pharmaceutical drugs, contact lenses, misbranded dietary supplements);

b. Noxious food items – Food which contains any prohibited substances or substances in excess of permitted proportions, adulterated food without fully informing buyer at the time of sale of the nature of the transaction;

c. Unpasteurized dairy products;

i. Products marketed as breastmilk substitutes including infant formula, and other milk products, foods and beverages including bottle-fed complementary foods, when marketed or otherwise represented to be suitable, with or without modification, for use as a partial or total replacement of breastmilk; feeding bottles and teat in compliance with the provisions of E.O. 51 or the Milk Code and its implementing rules and regulations;

d. Wild mushrooms; and

e. Any other food items hazardous to human health.

viii. Drugs, prescription-only medicines, pharmacy-only medicines, drug-like substances and associated paraphernalia;

ix. Alcoholic beverages;

x. Tobacco or tobacco related products, electronic cigarettes, e-juices, and heated tobacco products;

xi. Ionizing radiation sources and services/activities involving thereof, which include radiation devices and radioactive materials, and services/activities where such sources are used for medical and non-medical purposes

xii. Lottery tickets;

xiii. Slot machines;

xiv. Goods or items that are:

a. Embargoed;

b. Mislabeled;

c. Recalled;

d. Stolen;

e. Expired;

f. Repacked

g. Unlabeled

h. Smuggled

i. Parallel imports, with the exception of drugs and medicines when authorized by law, such as:

- Non-counterfeit product imported from another country without the expressed permission of the intellectual property owner;
- Non-counterfeit, duty free product declared for personal use;

xv. Used cosmetics;

xvi. Counterfeit items, such as:

- a. Counterfeit currency and stamps;
 - b. Counterfeit goods, pirated goods and/or content;
 - c. Potentially infringing items: Items including but not limited to replicas, counterfeit items, and unauthorized copies of a product or item which may be in violation of certain copyrights, trademarks, or other intellectual property rights of third parties;
 - d. Counterfeit GM seeds that are sold without the mandatory biosafety permits issued by the BPI
- xvii. Currency, credits, and securities such as:
- a. Currency or credits including, without limitation, digital currency or credits, and stored value cards;
 - b. Credit and debit cards;
 - c. Shares, stock, other securities and stamps;
- xviii. Precious metals such as but not limited to gold bar, silver bar, platinum bar, conflict minerals (natural sources extracted in a conflict zone and sold to perpetuate fighting), conflict diamond (diamond mined in a war zone and sold to finance an insurgency);
- xix. Artifacts and antiquities;
- xx. Weapons, such as:
- a. Firearms, weapons such as pepper spray, replicas, and stun guns, etc.;
 - b. Lock-picking devices;
- xxi. Equipment and devices critical to surveillance and information gathering, such as:
- a. Telecommunication equipment that has not been registered with the National Telecommunications Commission of the Philippines, and electronic surveillance equipment and other similar electronic equipment such as cable TV, de-scramblers, radar scanners, traffic signal control devices, wiretapping devices and telephone bugging devices;
 - b. Circumvention devices used in modifying, decoding, recoding of vital information;
- xxii. Government or Police related items such as badges, insignia or uniforms;
- xxiii. Prohibited services: the provision of services that are sexual, or illegal in nature;

xxiv. Obscene, seditious or treasonous materials, as defined under the revised penal code and other special laws;

xxv. Publications, books, films, videos and/or video games that do not comply with applicable laws in the country of sale and/or delivery;

xxvi. Blasphemous materials showing disrespect, irreverence, discrimination to any religion;

xxvii. Products that:

a. Relate to campaigns, elections, political issues, or issues of public debate;

b. Advocate for or against, or attack a politician or political party; or

c. Promote or encourage any form of hate, crime, prejudice, rebellion or violence;

xxviii. Any other items that are, or that contain components that are:

a. Illegal or restricted in the jurisdiction of the Buyer and/or the Seller or which otherwise encourage illegal or restricted activities, or

b. Determined by any governmental or regulatory authority to pose a potential health or safety risk.

xxix. Wildlife, species (flora and fauna) whether live, stuffed, preserved, by-products and derivatives which are regulated by the Wildlife Act (RA 9147)

a. Live animals whether domestic or wild (exotic or indigenous) animals which may be found producing, companion, aquatic, laboratory, including birds, worms, bees and butterflies, its products and by products, veterinary feed premixes and biologics, laboratory specimen of animal origin, feeds and feed ingredients that may be carriers of communicable animal diseases

b. Terrestrial wildlife species whether live, stuffed, preserved, by products & derivatives, including:

i. All wildlife species (fauna and flora) bred in captivity or propagated

ii. All exotic species (fauna and flora)

xxx. Fishery and aquatic products:

a. All fish and fishery/aquatic products (live, fresh, dried and/or processed, frozen and chilled)

b. Live Mud crab ("Alimango"-*Scylla serrata*), carapace length of 10cm or over and weight of 200 grams or over

c. Seasnakes whether live, skin or products from the skin or meat

d. Shells such as:

e. Black lip pearl ("Concha Negra"-*Pinctada margaritifera*), with a minimum size of 11cm, maximum outside long axis measurement, taken at right angle to the base.

f. Gold lip pearl ("Concha blanca"-*Pinctada maxima*), with a minimum size of 19cm, maximum outside long axis measurement, taken at right angle to the base.

g. Semi-finished or Semi-processed Capiz shells ("Kapis"), 8cm or over in diameter measured from the base perpendicular towards the top edge of the shell

h. Hirose shell ("Babae"-*Trochus noduliferus*), with a minimum size of 5cm across the least diameter of the base, taken at right angles to the axis

i. Rough top shell or trochus shell ("Simong";*trocha rough variety-trochus maximus*), with a minimum size of 7.5cm across the least diameter of the base, measured at right angles to the axis

xxxi. All plants, planting materials, plant, and wood products:

a. Pest specimen, including wood packaging materials capable of harboring plant pests

b. Lumber, logs, poles, piles, log core and fitches/railroad ties produced from planted trees from both the forestlands and private lands

xxxii. Coffee

xxxiii. All sugarcane-based sugar such raw sugar, white sugar, and muscovado, and Molasses

xxxiv. Leaf Tobacco such as Virginia, Burley, Native tobacco strips, tobacco stems, expanded tobacco and tobacco refuse/scrap/dusts, etc.

xxxv. Tobacco products such as cigarettes, cigars, heated tobacco products, pipe tobacco, chewing tobacco, snuff, homogenized tobacco, reconstituted tobacco, cut fillers, cut rags, snus, etc.

xxxvi. Tobacco-related materials such as packaging materials, filters, flavorings, adhesives, collagens, machines and spare parts, etc.

xxxvii. Crushed and/or sized sand gravel and/or other unconsolidated materials xxxviii. Iron, manganese and/or chromium ore(s), whether unprocessed or processed

xxxix. Mine wastes and/or mill tailings

xl. Unprocessed, raw, or run-of-mine mineral(s)

xli. Controlled chemicals

xlii. Legal tender Philippine notes and coins, checks, money order and other bills of exchange drawn in pesos against banks operating in the Philippines in an amount exceeding PHP 50,000.00

xliii. Cultural properties such as archaeological materials, traditional ethnographic materials, antiques, historical relics, natural history specimens, including holotypes, endangered, irreplaceable specimens, and fossils

xliv. Optical and magnetic media, its manufacturing equipment, parts and accessories and manufacturing materials

xiv. Firearms and ammunition, parts, and components thereof, accessories of firearms, tools, machinery, or instruments used or intended to be used in the manufacture of firearms and ammunition or parts thereof, bullet proof vests, airguns, airsoft guns, and taser guns.

xlvi. Chainsaw, including its parts and accessories. Chainsaw refers to any portable saw or similar cutting implement rendered operative by an electric or internal combustion engine or similar means, that may be used for, but is not limited to, the felling of trees or the cutting of timber;

xlvii. Nuclear and radioactive material having specific activity greater than 70kBq/kg xlviii. Nuclear related dual use items

xlix. Explosive/Explosive ingredients

I. Firecrackers and Pyrotechnic devices

Current Business Terms PDF [Business Accounts Terms and Conditions November 2024](#)

Previous Business Terms PDF [Business Accounts Terms and Conditions April 2023](#)