

PAYMONGO PRIVACY POLICY

Last updated September 03, 2019

Thank you for choosing to be part of our community at PayMongo Inc. (“**Company**”, “**we**”, “**us**”, or “**our**”). We are committed to protecting your personal information and your right to privacy. If you have any questions or concerns about our policy, or our practices with regards to your personal information, please contact us at support@paymongo.com.

When you visit our website <https://paymongo.com>, and use our services, you trust us with your personal information. We take your privacy very seriously. In this privacy policy, we describe our privacy policy. We seek to explain to you in the clearest way possible what information we collect, how we use it and what rights you have in relation to it. We hope you take some time to read through it carefully, as it is important. If there are any terms in this privacy policy that you do not agree with, please discontinue use of our Sites and our services.

This privacy policy applies to all information collected through our website (such as <https://paymongo.com>), and/or any related services, sales, marketing or events (we refer to them collectively in this privacy policy as the “**Services**”).

Please read this privacy policy carefully as it will help you make informed decisions about sharing your personal information with us.

TABLE OF CONTENTS

1. WHAT INFORMATION DO WE COLLECT? Personal information you disclose to us

***In Short:** We collect personal information that you provide to us such as name, address, contact information, passwords and security data, and payment information.*

We collect personal information that you voluntarily provide to us when registering at the Services expressing an interest in obtaining information about us or our products and services, when participating in activities on the Services or otherwise contacting us.

The personal information that we collect depends on the context of your interactions with us and the Services, the choices you make and the products and features you use. The personal information we collect can include the following:

Name and Contact Data. We collect your first and last name, email address, postal address, phone number, and other similar contact data.

Credentials. We collect passwords, password hints, and similar security information used for authentication and account access.

Payment Data. We collect data necessary to process your payment if you make purchases, such as your payment instrument number (such as a credit card number), and the security code associated with your payment instrument. All payment data is stored by UnionBank of the Philippines. You may find their privacy policy link(s) here:

<https://beta.unionbankph.com/privacy-and-security/privacy-statement-and-security>.

All personal information that you provide to us must be true, complete and accurate, and you must notify us of any changes to such personal information.

Information automatically collected

***In Short:** Some information – such as IP address and/or browser and device characteristics – is collected automatically when you visit our Services.*

We automatically collect certain information when you visit, use or navigate the Services. This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our Services and other technical information. This information is primarily needed to maintain the security and operation of our Services, and for our internal analytics and reporting purposes.

Like many businesses, we also collect information through cookies and similar technologies.

2. HOW DO WE USE YOUR INFORMATION?

***In Short:** We process your information for purposes based on legitimate business interests, the fulfillment of our contract with you, compliance with our legal obligations, and/or your consent.*

We use personal information collected via our Services for a variety of business purposes described below. We process your personal information for these purposes in reliance on our legitimate business interests, in order to enter into or perform a contract with you, with your consent, and/or for compliance with our legal obligations. We indicate the specific processing grounds we rely on next to each purpose listed below.

We use the information we collect or receive:

To facilitate account creation and logon process. If you choose to link your account with us to a third party account *(such as your Google or Facebook account), we use the information you allowed us to collect from those third parties to facilitate account creation and logon process for the performance of the contract.

To send you marketing and promotional communications. We and/or our third party marketing partners may use the personal information you send to us for our marketing purposes, if this is in accordance with your marketing preferences. You can opt-out of our marketing emails at any time (see the " WHAT ARE YOUR PRIVACY RIGHTS " below).

To send administrative information to you. We may use your personal information to send you product, service and new feature information and/or information about changes to our terms, conditions, and policies.

Fulfill and manage your orders. We may use your information to fulfill and manage your orders, payments, returns, and exchanges made through the Services.

Request Feedback. We may use your information to request feedback and to contact you about your use of our Services.

To enforce our terms, conditions and policies for Business Purposes, Legal Reasons and Contractual.

To respond to legal requests and prevent harm. If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine how to respond.

To manage user accounts. We may use your information for the purposes of managing our account and keeping it in working order.

To deliver services to the user. We may use your information to provide you with the requested service.

To respond to user inquiries/offer support to users. We may use your information to respond to your inquiries and solve any potential issues you might have with the use of our Services.

For other Business Purposes. We may use your information for other Business Purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Services, products, marketing and your experience. We may use and store this information in aggregated and anonymized form so that it is not associated with

individual end users and does not include personal information. We will not use identifiable personal information without your consent.

3. WILL YOUR INFORMATION BE SHARED WITH ANYONE?

***In Short:** We only share information with your consent, to comply with laws, to provide you with services, to protect your rights, or to fulfill business obligations.*

We may process or share data based on the following legal basis:

Consent: We may process your data if you have given us specific consent to use your personal information in a specific purpose.

Legitimate Interests: We may process your data when it is reasonably necessary to achieve our legitimate business interests.

Performance of a Contract: Where we have entered into a contract with you, we may process your personal information to fulfill the terms of our contract.

Legal Obligations: We may disclose your information where we are legally required to do so in order to comply with applicable law, governmental requests, a judicial proceeding, court order, or legal process, such as in response to a court order or a subpoena (including in response to public authorities to meet national security or law enforcement requirements).

Vital Interests: We may disclose your information where we believe it is necessary to investigate, prevent, or take action regarding potential violations of our policies, suspected fraud, situations involving potential threats to the safety of any person and illegal activities, or as evidence in litigation in which we are involved.

More specifically, we may need to process your data or share your personal information in the following situations:

Vendors, Consultants and Other Third-Party Service Providers. We may share your data with third party vendors, service providers, contractors or agents who perform services for us or on our behalf and require access to such information to do that work. Examples include: payment processing, data analysis, email delivery, hosting services, customer service and marketing efforts. We may allow selected third parties to use tracking technology on the Services, which will enable them to collect data about how you interact with the Services over time. This information may be used to, among other things, analyze and track data, determine the popularity of certain content and better understand online activity. Unless described in this Policy, we do not share, sell, rent or trade any of your information with third parties for their promotional purposes.

Business Transfers. We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.

Third-Party Advertisers. We may use third-party advertising companies to serve ads when you visit the Services. These companies may use information about your visits to our Website(s) and other websites that are contained in web cookies and other tracking technologies in order to provide advertisements about goods and services of interest to you.

Affiliates. We may share your information with our affiliates, in which case we will require those affiliates to honor this privacy policy. Affiliates include our parent company and any subsidiaries, joint venture partners or other companies that we control or that are under common control with us.

Business Partners. We may share your information with our business partners to offer you certain products, services or promotions.

4. DO WE USE COOKIES AND OTHER TRACKING TECHNOLOGIES?

***In Short:** We may use cookies and other tracking technologies to collect and store your information.*

We may use cookies and similar tracking technologies (like web beacons and pixels) to access or store information. Specific information about how we use such technologies and how you can refuse certain cookies is set out in our Cookie Policy.

5. HOW LONG DO WE KEEP YOUR INFORMATION?

***In Short:** We keep your information for as long as necessary to fulfill the purposes outlined in this privacy policy unless otherwise required by law.*

We will only keep your personal information for as long as it is necessary for the purposes set out in this privacy policy, unless a longer retention period is required or permitted by law (such as tax, accounting or other legal requirements). No purpose in this policy will require us keeping your personal information for longer than 1 year past the termination of the user's account .

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

6. HOW DO WE KEEP YOUR INFORMATION SAFE?

***In Short:** We aim to protect your personal information through a system of organizational and technical security measures.*

We have implemented appropriate technical and organizational security measures designed to protect the security of any personal information we process. However, please also remember that we cannot guarantee that the internet itself is 100% secure. Although we will do our best to protect your personal information, transmission of personal information to and from our Services is at your own risk. You should only access the services within a secure environment.

7. DO WE COLLECT INFORMATION FROM MINORS?

***In Short:** We do not knowingly collect data from or market to children under 18 years of age.*

We do not knowingly solicit data from or market to children under 18 years of age. By using the Services, you represent that you are at least 18 or that you are the parent or guardian of such a minor and consent to such minor dependent's use of the Services. If we learn that personal information from users less than 18 years of age has been collected, we will deactivate the account and take reasonable measures to promptly delete such data from our records. If you become aware of any data we have collected from children under age 18, please contact us at dpo@paymongo.com.

8. WHAT ARE YOUR PRIVACY RIGHTS?

***In Short:** You may review, change, or terminate your account at any time.*

If you are resident in the European Economic Area and you believe we are unlawfully processing your personal information, you also have the right to complain to your local data protection supervisory authority. You can find their contact details here: http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm

Account Information

If you would at any time like to review or change the information in your account or terminate your account, you can:

- Log into your account settings and update your user account.

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, some information

may be retained in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with legal requirements.

Cookies and similar technologies: Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our Services. To opt-out of interest-based advertising by advertisers on our Services visit <http://www.aboutads.info/choices/> .

Opting out of email marketing: You can unsubscribe from our marketing email list at any time by clicking on the unsubscribe link in the emails that we send or by contacting us using the details provided below. You will then be removed from the marketing email list – however, we will still need to send you service-related emails that are necessary for the administration and use of your account. To otherwise opt-out, you may:

■ Note your preferences when you register an account with the site. ■ Access your account settings and update preferences.

9. CONTROLS FOR DO-NOT-TRACK FEATURES

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track (“DNT”) feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. No uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy policy.

10. DO CALIFORNIA RESIDENTS HAVE SPECIFIC PRIVACY RIGHTS?

***In Short:** Yes, if you are a resident of California, you are granted specific rights regarding access to your personal information.*

California Civil Code Section 1798.83, also known as the “Shine The Light” law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California

resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with the Services, you have the right to request removal of unwanted data that you publicly post on the Services. To request removal of such data, please contact us using the contact information provided below, and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the Services, but please be aware that the data may not be completely or comprehensively removed from our systems.

11. DO WE MAKE UPDATES TO THIS POLICY?

***In Short:** Yes, we will update this policy as necessary to stay compliant with relevant laws.*

We may update this privacy policy from time to time. The updated version will be indicated by an updated “Revised” date and the updated version will be effective as soon as it is accessible. If we make material changes to this privacy policy, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy policy frequently to be informed of how we are protecting your information.

12. HOW CAN YOU CONTACT US ABOUT THIS POLICY?

If you have questions or comments about this policy, you may contact our Data Protection Officer (DPO), Edwin Lacierda, by email at dpo@paymongo.com, by phone at (415) 801-0033, or by post to:

PayMongo Inc.

Edwin Lacierda

340 S Lemon Avenue #8901

Walnut, CA 91789

United States

PAYMONGO TERMS OF USE

PayMongo Inc. and/or its affiliates (“PayMongo”, “we” or “us”) operate payment facilitation services on behalf of merchants (“PayMongo Services”) located at paymongo.com, paymongo.me or pay.mh from which you may pay for products and services of our merchants (“PayMongo Transactions”).

These Terms of Use apply to the content and functionality of PayMongo Services, and to the PayMongo Transactions.

1. Information that you provide to us

You may give us information about yourself when you visit the PayMongo Services. Our Privacy Policy explains our practices with respect to that information. We may need to send you email and text messages in order to, for example, verify your identity or provide you with important information. You authorize us to send those messages when you visit PayMongo Services and provide your contact details. Standard text or data charges may apply to text messages. Where offered, you may disable text message notifications by responding to any such message with “STOP”, or by following instructions provided in the message. However, by disabling text messaging, you may be disabling important security controls and may increase the risk of loss to your business.

2. PayMongo Services IP

As between you and PayMongo, PayMongo and its licensors exclusively own all rights, title, and interest in the patents, copyrights (including rights in derivative works), moral rights, rights of publicity, trademarks or service marks, logos and designs, trade secrets, and other intellectual property embodied by, or contained in the PayMongo Services (collectively, “PayMongo Services IP”). PayMongo Services IP is protected by copyright, trade secret, patent, and other intellectual property laws, and all rights in PayMongo Services IP not expressly granted to you in these Terms of Use are reserved.

You may choose to or we may invite you to submit comments or ideas about improvements to the PayMongo Services or our products or services (“Ideas”). If you submit an Idea to us, we will presume that your submission was voluntary, unsolicited by us, and delivered to us without any restrictions on our use of the Idea. You also agree that PayMongo has no fiduciary or any other obligation to you in connection with any Idea you submit to us, and that we are free to use your Ideas without any attribution or compensation to you.

3. Access to PayMongo Services

PayMongo grants you a limited, revocable, non-exclusive, non-transferable license to access PayMongo Services. This license does not include a right to use any of the content and information, including product listings.

4. Your account

We may require that you create an account to access PayMongo Services, including to make purchases. If we do so, you must provide accurate information about yourself when you create an account and ensure that you update us if that information changes. You must ensure that your login details remain confidential. You are responsible for any activity, including any purchases made, under your account. We reserve the right to terminate your account at any time and for any reason.

5. Shipping and returns

This section 5 applies to PayMongo Transactions that involve physical goods. For clarity, this Section 5 applies despite any contrary terms in any invoice or purchase order.

Orders are shipped using carriers selected by the merchants of PayMongo. The shipping fees you will be charged, if any, will be provided to you before you confirm your order. If our merchants provide you with an estimated shipping date, the estimated delivery date is not guaranteed, and inventory shortages or events beyond our control could impact the delivery date. PayMongo is not liable for delivery later than the estimated delivery date, or for any loss, damage, or penalty you may incur from a delay in shipment or delivery.

Unless otherwise noted in the product description, products that our merchants ship may be returned in their original packaging and condition (including all accessories and components provided) within 30 days of purchase. However, unless our merchants tell you otherwise, you will only be entitled to a refund if you have been provided with an item that does not match the product description of the item that you purchased. If that occurs, your exclusive remedy is to return the item in unused condition, in exchange for a refund. To begin the return process, please contact your merchant directly. Return shipping instructions will be provided.

6. Sanctions and export policy

You may not use PayMongo in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control (OFAC). We do not claim, and we cannot guarantee that PayMongo Service are or will be appropriate or available for any location or jurisdiction, comply with the laws of any location or jurisdiction, or comply with laws governing export, import, or foreign use.

7. No warranties

We provide the PayMongo Services “as is” and “as available”, without any express, implied, or statutory warranties of title, merchantability, fitness for a particular purpose, noninfringement, or any other type of condition, warranty or guarantee. No data, documentation or any other information provided by PayMongo or obtained by you from or through PayMongo Services – whether from PayMongo or another entity, and whether oral or written – creates or implies any warranty from PayMongo to you.

PayMongo disclaims any knowledge of, and does not guarantee: (a) the accuracy, reliability, or correctness of any data provided through PayMongo Services; (b) that PayMongo Services will meet your specific needs or requirements; (c) that the PayMongo Services will be available at any particular time or location, or will function in an uninterrupted manner or be secure; (d) that PayMongo will correct any defects or errors in PayMongo Services; or (e) that the PayMongo Services is free of viruses or other harmful code. Use of data, products or services that you access, purchase or download through the PayMongo is done at your own risk – you are solely responsible for any damage to your property, loss of data, or any other loss that results from such access, purchase or download.

Nothing in these Terms of Use operates to exclude, restrict or modify the application of any implied condition, warranty or guarantee, or the exercise of any right or remedy, or the imposition of any liability under law to the extent that doing so would: (a) contravene that law; or (b) cause any term of this agreement to be void.

8. Limitation of liability

Under no circumstances will PayMongo be responsible or liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages resulting from your use or inability to use PayMongo Services or for the unavailability of PayMongo Services, or for lost profits, personal injury, or property damage, or for any other damages arising out of, in connection with, or relating to these Terms of Use or your use of PayMongo Services, even if such damages are foreseeable, and whether or not you or PayMongo has been advised of the possibility of such damages. PayMongo is not liable, and denies responsibility for, any damages, harm, or losses to you arising from or relating to hacking, tampering, or other unauthorized access or use of PayMongo Services or your failure to use or implement anti-fraud measures, security controls, or any other data security measure. PayMongo further denies responsibility for all liability and damages to you or others caused by (a) your access or use of PayMongo Services inconsistent with our instructions; (b) any unauthorized access of servers, infrastructure, or data used in connection with PayMongo Services; (c) any bugs, viruses, or other harmful code that may be transmitted to or through PayMongo Services; (d) any errors, inaccuracies, omissions, or losses in or to any data provided to us; (e) third-party content provided by you; or (f) the defamatory, offensive, or illegal conduct of others. You agree to limit any additional liability not disclaimed or denied by PayMongo in relation to PayMongo Services, to your direct and documented damages; and you further agree that under no circumstances will any such liability exceed in the aggregate the greater of the amounts paid by you to PayMongo during the three-month period immediately preceding the event that gave rise to your claim for damages, and USD \$20.

These limitations on our liability to you will apply regardless of the legal theory on which your claim is based, including contract, tort (including negligence), strict liability, or any other theory or basis.

9. Disputes

a. Binding Arbitration: In the event that there is a dispute, claim or controversy arising out of or relating to statutory or common law claims, the breach, termination, enforcement, interpretation or validity of any provision of these Terms of Use, and the determination of the scope or applicability of your agreement to arbitrate any dispute, claim or controversy originating from these Terms of Use, but specifically excluding any dispute principally related to either party's intellectual property (which such dispute will be resolved in

litigation before the United States District Court for the Northern District of California), will be determined by arbitration in San Francisco, California before a single arbitrator. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules. The Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply for cases in which no disclosed claim or counterclaim exceeds \$75,000 (exclusive of interest, attorneys' fees and arbitration fees and costs). Where no party's claim exceeds \$25,000 (exclusive of interest, attorneys' fees and arbitration fees and costs), and in other cases in which the parties agree, Section E-6 of the Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply. The arbitrator will apply the substantive law of the State of California, exclusive of its conflict or choice of law rules. If the American Arbitration Association is no longer in business, or refuses or declines to administer any dispute between the parties brought before it, either party may petition the United States District Court for the Northern District of California to appoint the arbitrator. Nothing in this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provisions in this paragraph referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to these Terms of Use. Either party may commence arbitration by providing to the American Arbitration Association and the other party to the dispute a written demand for arbitration, setting forth the subject of the dispute and the relief requested.

b. Service of Process: Each party hereby irrevocably and unconditionally consents to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in these Terms of Use will affect the right of any party to serve process in any other manner permitted by law.

c. Class Waiver: To the fullest extent permitted by law, each of the parties agrees that any dispute arising out of or in connection with these Terms of Use, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim or dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to these Terms of Use or any of the transactions contemplated between the parties.

d. Provision of an Award: Subject to the limitations of liability identified in these Terms of Use, the appointed arbitrators may award monetary damages

and any other remedies allowed by the laws of the State of California. In making a determination, the arbitrator will not have the authority to modify any term or provision of this Agreement. The arbitrator will deliver a reasoned written decision with respect to the dispute (the “Award”) to each party, who will promptly act in accordance with the Award. Any Award (including interim or final remedies) may be confirmed in or enforced by a state or federal court located in San Francisco, California. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review.

e. Fees: Each party will advance one-half of the fees and expenses of the arbitrators, the costs of the attendance of the arbitration reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to these Terms of Use, the arbitrators will award to the prevailing party, if any, the costs and attorneys’ fees reasonably incurred by the prevailing party in connection with those aspects of its claims or defenses on which it prevails, and any opposing awards of costs and legal fees awards will be offset.

f. Confidentiality: The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except (i) as may be necessary to prepare for or conduct the arbitration hearing on the merits, (ii) in connection with a court application as contemplated above for a preliminary remedy, or confirmation of an Award or its enforcement, (iii) our disclosure of the Award in confidential settlement negotiations, or (iv) as otherwise required by applicable laws. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration hereunder, except as required by law or except if such evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

g. Conflict of Rules: In the case of a conflict between the provisions of this Section 9 and the rules governing arbitration identified in Section 9.a, the provisions of this Section 9 will prevail. If any provision of these Terms of Use to arbitrate is held invalid or unenforceable, it will be held to the minimum extent required by law and all the other provisions will remain valid and enforceable.

10. Applicable law

By using PayMongo Services, you agree that the laws of the state of California, USA, without regard to principles of conflict of laws, will govern these Terms

of Use and any dispute of any sort that might arise between you and PayMongo.

11. Modification and severability

We have the right to change or add to the terms of these Terms of Use at any time, solely with prospective effect, and to change, delete, discontinue, or impose conditions on use of PayMongo Services by posting such changes on our website or any other website we maintain or own. You can access a copy of the current version of these Terms of Use on our website at any time. You can find out when these Terms of Use were last changed by checking the “Last updated” date at the top of the page.

12. Our address

PayMongo Inc.
340 S Lemon Ave #8901
Walnut, CA 91789
paymongo.com