

This Agreement governs the use of iCash and any application software for any platform (iOS, Android, etc.) that you may download from us in connection with the remittance services (collectively, “iCash”) we provide to customers. In order to access and use iCash, you agree to accept the terms of use (“**Agreement**” or “**Terms**”) between you (“**You**” or “**your**”), as user, and I-Remit, Inc. (I-Remit”), iCash and its affiliates and associates (“**us**”, “**our**”, or “**we**”), which form a legal agreement between you and us only.

We reserve the right to change this Agreement at any time **without any notice to you**. It is your responsibility to check this Agreement periodically for changes. Your continued use of iCash following the posting of changes will mean that you accept and agree to the changes. As long as you comply with this Agreement, we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use iCash. **‘Updates’ to key features (as defined in Section 2.4.) will be posted at the Apple Store or Google Play prior to you updating the iCash.**

Your access to and use of iCash is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use iCash.

By accessing or using iCash, you agree to be bound by these Terms. If you do not accept the Agreement, do not use iCash.

1. CONTENT

- 1.1 General.** By using iCash, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions set forth herein.
- 1.2 Age.** You must be 18 years of age or older, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to use iCash.
- 1.3 Location.** iCash is administered in the Philippines and are intended exclusively for Philippine users; any use, other than the intended service, outside of the Philippines is at your own risk and you are responsible for compliance with any local laws applicable to your use of iCash. We reserve the right to limit the provision of any feature, product, or service to any person or geographic area.

2. YOUR USE OF iCASH

- 2.1 Right to Use.** We hereby grant you a right to use iCash as expressly provided herein. Only you may access your Account (defined below) for your own lawful purposes. The components of iCash are licensed as a single unit, and you may not separate or virtualize the components or install them on devices that are not owned by you. You agree that your right to use is neither contingent on the delivery of any future functionality or features, nor dependent on any oral or written public or private comments made by us regarding future functionality or features.
- 2.2 Account Creation.** In order to open an account (“Account”), you must complete the registration process by providing us with current, complete and accurate information about yourself. You agree to provide true and accurate information as required in the registration form about yourself and to promptly update the data whenever necessary to keep it true and accurate. If you provide information that is not true or accurate, we have the right to suspend or terminate your Account and/or disallow you from using iCash.
- 2.3 Responsibility for your Account.** You are solely responsible for any and all activities that occur under your Account. You must maintain the confidentiality of any private authentication credentials associated with your use of iCash (including username and password). You agree to notify us immediately in writing of any unauthorized use of your Account or password, or any other breach of security. You may be held liable for losses incurred by us or any other user of iCash due to someone else using your username, password, or Account as a result of your failing to keep your Account information secure and confidential. You may not use anyone else’s username, password, or Account at any time without that person’s express permission.
- 2.4 Updates.** We reserve the right to make Updates, as hereinafter defined, to iCash from time to time. “Updates” shall include: functional and/or feature modifications or improvements made by us to iCash to keep the current version(s) competitive with related technology, including bug fixes, error corrections, work-arounds, and minor performance enhancements.
- 2.5 Operations.** Any or all of iCash may be inaccessible or inoperable at any time for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic updates, maintenance procedures or repairs which may be undertaken from time to time; or (iii) causes beyond the control of us or which are not reasonably foreseeable by us, including, without limitation, interruption or failure of telecommunication or digital transmission links, including delays or failures due to your internet service provider, hostile network attacks, network congestion or other failures.

3. REGULATORY COMPLIANCE AND REMITTANCE PROCEDURES

- 3.1 Anti-Money Laundering.** We conduct business in conformity with high ethical standards. We fully adhere to all laws and regulations pertaining to money service businesses. We have put in place the procedures and the means to detect and address money laundering and terrorism financing. Where applicable, we will exercise reasonable steps to determine the true identity of all customers and beneficial owners of transactions. When we become aware of facts which may lead to a reasonable presumption that funds held are from criminal or other money laundering activities, or that transactions entered into are themselves criminal in purpose, appropriate measures, consistent with the law, shall be taken, including, for example, denial of service to the customer, or severing relations with the customer, and when appropriate, filing of a suspicious transaction report with the Bangko Sentral ng Pilipinas, the Anti-Money Laundering Council and/or other relevant law enforcement entities. We will not provide support or assistance to customers seeking to deceive law enforcement agencies through the provision of false, altered, incomplete or missing information. We will cooperate fully with law enforcement authorities and regulatory agencies to the fullest extent that we can do so under all applicable laws and regulations.

- 3.2 Verification.** If you use iCash and our other related services, the law requires that we verify some of your information. You authorize us to make any inquiries we consider necessary to validate your identity, either directly or through third parties, including checking commercial databases or credit reports. We may rely on a credit reporting agency in order to ascertain your identity in accordance with our legal obligations. We may also require you to provide certain documentation from reliable third party sources to ascertain your identity and to upload the documentation for our review. We reserve the right to access various government and private databases to verify your information. We reserve the right to close, suspend, or limit access to your Account in the event we are unable to obtain or verify this information.

- 3.3 Applicable Fees.** There are corresponding fees that you have to pay for the remittance services being provided to you. These fees will be indicated prior to your authorization to continue with a transaction. The fees may include the charges made by the payment processor and will be charged to you regardless of the payment mode.

- 3.4 Exchange Rate.** The exchange rate posted on iCash may fluctuate until such time that you finalize the transaction and authorize payment. The rate and local currency equivalent that will be received by the beneficiary are reflected on iCash prior to authorization of payment. The exchange rate offered during the time of transaction may not be equivalent or as competitive as the exchange rate in the foreign exchange market in the country of your beneficiary, or the exchange rate quoted by other funds processing and funds transfer agencies and money remittance companies. We or our affiliates may generate income when the remittance amount is converted to the local currency of your beneficiary.

- 3.5 Cut-off and Processing Times.** Delivery of transactions is approximately 2-3 banking days for Bank-to-Bank and Cash Pick-up, and approximately 5 banking days in case of wire transfers. iCash, at its option, may change its cut-off and processing times for transactions, amendment, cancellation and refund. Any transaction received after the applicable cut-off time will be treated as having been received on the next following business day and will be processed accordingly. We will attempt to process transactions promptly, but any transaction may be delayed or cancelled for a number of reasons including but not limited to: to our efforts to verify your identity, to validating your transaction instructions, to validating your payment, or to contacting or attempting to contact you; to variations in business hours and currency availability; to force majeure events, such as severe weather conditions; to fortuitous events and other unforeseen circumstances; or otherwise to comply with applicable law.

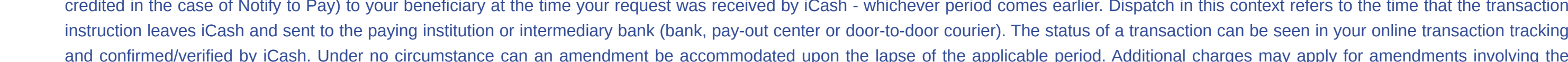
- 3.6 Cancellations.** Any request for Cancellation must be applied (i) within 48 hours from the time the transaction was made, or (ii) the fund involving your transaction has not yet been dispatched (or credited in the case of Notify to Pay) to your beneficiary at the time your request was received by iCash - whichever period comes earlier. Dispatch in this context refers to the time that the transaction instruction leaves iCash and sent to the paying institution or intermediary bank (bank, pay-out center or door-to-door courier). The status of a transaction can be seen in your online transaction tracking and confirmed/verified by iCash. Under no circumstance can a cancellation be accommodated upon the lapse of the applicable period. For any inquiries, you may contact us.

Assuming a request for Cancellation is allowed as mentioned above, only the principal amount may be refunded unless iCash or the applicable law has determined otherwise.

- 3.7 Amendments.** Any request for Amendment must be applied (i) within 48 hours from the time the transaction was made, or (ii) the fund involving your transaction has not yet been dispatched (or credited in the case of Notify to Pay) to your beneficiary at the time your request was received by iCash - whichever period comes earlier. Dispatch in this context refers to the time that the transaction instruction leaves iCash and sent to the paying institution or intermediary bank (bank, pay-out center or door-to-door courier). The status of a transaction can be seen in your online transaction tracking and confirmed/verified by iCash. Under no circumstance can an amendment be accommodated upon the lapse of the applicable period. Additional charges may apply for amendments involving the Service Mode. For any inquiries, you may contact us.

- 3.8 Amendment Request.** An amendment request in connection with your transaction shall require written notice to us using your email address registered with us or sent by facsimile transmission at the [contact details](#) provided at our website or by submitting an amendment form available at our offices, along with the specific details of the transaction that are required for amendment which shall include, among others, the remitter and beneficiary’s name along with their contact details, Document or RAF No., service mode, and reason for such amendment. Once the amendment procedure has been duly complied with and we have determined the request to be valid, an amendment shall be made to your transaction within 3 days from receipt of a valid request.

- 3.9 Transaction Limits.** Provided that you have not made any other remittance transactions within a 30 day rolling period, the maximum remittance amount allowed per transaction are as follows:



RESTRICTIONS

- 1. Intellectual Property.** Except as expressly granted by this Agreement, you acquire no Intellectual Property right, as defined below, or other proprietary rights under this Agreement in iCash or any other data, content, or materials accessed from or incorporated in iCash. “I-Remit” and related logos, products and services posted in iCash are proprietary to I-Remit Inc. We or our technology provider or third party service providers, as applicable, reserve all rights, title and interest in and to iCash, including all related Intellectual Property rights. Any rights not expressly granted under this Agreement are reserved by us or our technology provider or third party service providers, as applicable. “**Intellectual Property**” are intangible assets or rights resulting from the creative work of an individual or organization - such as an invention (patent/utility model), a design (industrial design), a brand name (trademark), or a literary and artistic work (copyright) – which rights are recognized and protected under the corresponding territorial intellectual property laws such as Republic Act No. 8293 (the Intellectual Property Code of the Philippines).

- 2. Unauthorized Access.** You may not attempt to gain unauthorized access to any portion or feature of iCash by hacking, password mining, or any other illegitimate means. You may not probe, scan, or test the vulnerability of iCash or any network connected to iCash, nor breach the security or authentication measures on iCash or any network connected to iCash. You may not reverse look-up, trace, or seek to trace any information on any other user of or visitor to iCash, or any other of our customers, including any Account not owned by you, to its source, or exploit iCash or any service or information made available or offered by or through iCash, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by iCash. You shall not attempt to circumvent, decrypt or bypass any technology that is used to protect the Personal Information contained in iCash.

- 3. No Modification.** You shall not: reverse engineer, disassemble, de-compile, modify, alter, revise, translate, use for competitive analysis, create or derive works from, or work around technical limitations in, or attempt to derive the source code of, any feature of iCash; disable, tamper with or otherwise attempt to circumvent any mechanism that limits use of iCash; export iCash, or any technical information relating to iCash; otherwise use iCash to develop any other computer program; or, otherwise use iCash except as expressly allowed under this Agreement.

- 4. No Violation of Law.** You shall not use or permit anyone else to use iCash to perform any activity that violates any applicable laws or for any fraudulent or illegal activity or to solicit the performance of any illegal activity or other activity which infringes our rights or the rights of others.

- 5. Additional Restrictions.** We reserve the right, in our sole discretion, to: (i) refuse any transaction or limit the amount to be transferred; (ii) require additional information to complete a transaction; and/or (iii) take reasonable measures with respect to a transaction in an effort to comply with applicable laws and regulations. As a user, you agree not to attempt to circumvent the bounds of iCash by entering false information or any other fraudulent means. Third party payments shall not be allowed. For this purpose, “third party payments” shall pertain to remitters using a bank account in the name of another person in making transactions. iCash is offered exclusively for online money transfer. Any other use or attempted use for commercial purposes, promotion of products and services, or other such purposes, directly or indirectly, by you or by a third party is prohibited. It is also possible that your transaction may be delayed or cancelled by our effort to verify your identity, validate your information or transaction instructions, and otherwise comply with laws or manage our financial risk. We reserve the right at any time to modify or discontinue all or any part of iCash.

- 6. Immediate Termination.** If you use, or attempt to use iCash for purposes other than sending and receiving payments and managing your Account, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of iCash, your Account will be terminated and you will be subject to damages and other penalties, including criminal prosecution, where available.

SECURITY, PRIVACY, AND CLIENT DATA

- 6.1 Personal Information.** We will safeguard information in accordance with established industry security standards and requirements under The Data Privacy Act of 2012 (“**DPA**”). The information you share, including your personal information, as defined in the DPA, (“**Personal Information**”) will be protected in accordance with our Privacy Policy, which can be found [here](#). Your Personal Information will not be used or disclosed for purposes other than those for which it has been collected, except with your express consent, or unless we are required by law to do so.

- 6.2 Security.** We are committed to protecting the security of your Personal Information. We apply industry standard safeguards to protect the confidentiality of your Personal Information, including maintaining technical and organizational measures intended to protect Personal Information against accidental loss or change, unauthorized disclosure or access, or unlawful destruction.

- 6.3 Modifications.** We reserve the right to modify our privacy and security policies in our reasonable discretion from time to time.

- 6.4 Notification.** You agree to promptly notify us by telephone, email, or in person if you observe or learn of a privacy/security breach related to iCash. You may [contact us here](#).

TERM, TERMINATION, AND SUSPENSION

- 6.1 Termination.** We may, in our sole discretion, terminate this Agreement at any time for failure to comply with the terms of this Agreement, or other policies and terms associated with iCash by you or by someone using your credentials. We may also cancel or suspend your registration for any other reason, including inactivity for an extended period, but will attempt to notify you in advance of such cancellation or suspension. We shall not be liable to you or any third party for any termination of your access to iCash. You agree that any violation by you of this Agreement will constitute an unlawful and unfair business practice, and will cause irreparable harm to us, for which monetary damages would be inadequate, and you consent to us obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies we may have at law or in equity. You may terminate this Agreement by sending written notification to: iask@iremit-inc.com. When this Agreement is terminated, your Account will be deactivated.
- 6.2 Suspension.** We may suspend or limit your use of iCash if: (i) it is reasonably needed to prevent unauthorized access to Personal Information; (ii) you fail to respond to a claim of alleged infringement within a reasonable time; or (iii) you violate this Agreement.
- 6.3 Investigation.** We reserve the right to investigate suspected violations of this Agreement. You authorize us to cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations; and (ii) system administrators at Internet service providers, networks or computing facilities; and (iii) other content providers in order to enforce the terms and conditions of this Agreement.
- 6.4 Other remedies.** The above-described actions as set forth in this section are not our exclusive remedies and we may take any other legal, equitable or technical action we deem appropriate in the circumstances. We will not have any liability to you or anyone else in relation to the termination of this Agreement for any reason whatsoever. If we do take any legal action against you as a result of your violation of this Agreement, we will be entitled to recover from you, and you agree to pay, all reasonable legal fees and costs of such action, in addition to any other relief granted to us. You agree that we will not be liable to you or to any third party for termination of your access to iCash for any reason.

LEGAL

- 6.1 Warranties.** WE DO NOT PROMISE THAT iCASH OR ANY CONTENT, SERVICE, OR FEATURE THEREOF WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF iCASH WILL PROVIDE SPECIFIC RESULTS. THE iCASH SERVICES, AND ITS CONTENT ARE DELIVERED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS. ALL INFORMATION PROVIDED ON iCASH IS SUBJECT TO CHANGE WITHOUT NOTICE. WE CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM iCASH WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WE DISCLAIM ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF PROVIDERS AND ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF iCASH AND/OR ANY OF OUR SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE iCASH AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST US FOR DISSATISFACTION WITH THE iCASH SERVICES, OR ANY CONTENT IS TO STOP USING THE SAME. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES. The above disclaimer applies to any damages, liability, or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence, or any other cause of action.

- 6.2 Limited Liability.** I-Remit, iCash, its affiliate companies, suppliers, vendors, service providers, service companies, or their respective subsidiaries, officers, directors, agents, partners, employees or consultants (collectively as “iCash Parties”) shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages (in addition to refunding the transaction amount and transaction fees), including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the company has been advised of the possibility of such damages) resulting from negligence on the part of company, its suppliers, vendors, service providers, service companies, or their respective subsidiaries, officers, directors, agents, partners, employees or consultants except to the extent as may be permitted by law.

iCash Parties shall, in no event, be liable (i) where the unauthorized payment arises from your failure to keep the security features of your iCash account safe or you compromised the security of your Account, whether negligently or with intent; or (ii) when you failed to provide iCash any notice of security issues affecting your account.

- 6.3 Indemnity.** You agree to indemnify and hold us and iCash Parties harmless from any demands, loss, liability, claims, or expenses (including legal fees), made against us or iCash Parties by any third party due to or arising out of or in connection with your use of iCash.

MISCELLANEOUS

- 6.1 Entire Agreement.** This Agreement constitute the entire agreement between you and us with regard to your use of iCash, and any and all other written or oral agreements or understandings previously existing between you and us with respect to such use are hereby superseded and cancelled.

- 6.2 Waiver.** Our failure to insist on or enforce strict performance of this Agreement shall not be construed as a waiver by us of any provision or any right we have to enforce this Agreement, nor shall any course of conduct between us and you or any other party be deemed to modify any provision of this Agreement.

- 6.3 Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision and everything else in this Agreement continues in full force and effect.

- 6.4 Electronic Communication.** You agree that we may provide you with all notices and communications solely in electronic form. If you do not want to receive communication in an electronic form, you may not use iCash or unsubscribe accordingly. Note, however, that we are required under BSP Circular 1048 to notify you in writing (or electronic form) or other channels related to Financial Consumer Protection.

- 6.5 Headings.** The headings of sections of this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement in any way.

- 6.6 Links to Other Sites.** iCash may contain links to third-party web sites or services that are not owned or controlled by us.

iCash is powered by I-Remit. iCash or I-Remit has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

- 6.7 Governing Law; Dispute Resolution.** You agree that all matters relating to your access to or use of iCash, including all disputes, will be governed by the laws of the Republic of the Philippines. Any dispute arising from this Agreement or iCash shall be determined solely by the proper courts of Pasig City, Philippines, or the exclusion of all other venue.

FEEDBACK AND INFORMATION

If you have a question or complaint regarding iCash or need to contact us to cancel or amend your transaction, please send an e-mail to iask@iremit-inc.com. Please note that e-mail communications will not necessarily be secure; accordingly, you should not include sensitive information in your e-mail correspondence with us.

Cookie Policy

iCash uses cookies. By using iCash, you consent to the use of cookies.

Our Cookie Policy explains what cookies are, how we use cookies, how third-parties we may partner with may use cookies on iCash, your choices regarding cookies and further information about cookies.

What are cookies?

Cookies are small pieces of text sent by your web browser by a website you visit. A cookie file is stored in your web browser and allows iCash or a third-party to recognize you and make your next visit easier and iCash more useful to you.

Cookies can be “persistent” or “session” cookies.

How iCash uses cookies?

When you use and access iCash, we may place a number of cookies files in your web browser. We use cookies for the following purposes: (i) to enable certain functions of iCash, (ii) to provide analytics, (iii) to store your preferences, and (iv) to enable advertisements delivery, including behavioral advertising.

We use both session and persistent cookies on iCash and we use different types of cookies to run the same. We may use essential cookies to authenticate users and prevent fraudulent use of user accounts.

Third-party cookies

In addition to our own cookies, we may also use various third-party cookies to report usage statistics of iCash, deliver advertisements on and through iCash, and so on.

What are our choices regarding cookies

If you’d like to delete cookies or instruct your web browser to delete or refuse cookies, please visit the help pages of your web browser.

Please note, however, that if you delete cookies or refuse to accept them, you might not be able to use all of the features we offer, you may not be able to store your preferences, and some of our pages might not display properly.

Contact Us

If you have any questions about these Terms, please [contact us](#).