

BillWatch PH

Terms of Use

Version 1.0 | Draft for Legal Review | Effective date to be confirmed

Important - legal review required before publication

These Terms are tailored to the current BillWatch PH PWA and planned Free / BillWatch Plus model. The final operating entity, governing-law/venue wording, subscription/payment terms and business registration details must be confirmed by Philippine counsel before publication.

1. Acceptance of These Terms

These Terms of Use ('Terms') govern your access to and use of BillWatch PH, including billwatchph.com, the installed Progressive Web App (PWA), and related features, content and services (collectively, the 'Service'). By creating an account, signing in, or using the Service, you agree to these Terms and acknowledge the BillWatch PH Privacy Policy.

If you do not agree, do not use the Service. Electronic acceptance of these Terms may be recorded and has the effect permitted by applicable law.

2. Service Operator

BillWatch PH is currently a founder-led project operated in the Philippines. [LEGAL REVIEW REQUIRED: replace this paragraph before publication with the exact legal name, business registration details and address of the entity or person legally providing the Service. The project is currently associated with Z33 Consumer Goods Trading for interim business purposes while the final BillWatch entity/jurisdiction is being determined.]

3. What BillWatch Does

BillWatch is an electricity-intelligence and budgeting tool. Depending on the features available to your account, the Service may allow you to upload electricity bills, record or scan meter readings, track historical usage and spending, set a budget, receive alerts, view a current-cycle estimate, view a projected month-end bill, and compare earlier predictions with actual bills.

BillWatch may withhold a prediction or insight when the available data is insufficient or unreliable. This is intentional.

4. Estimates, Projections and Electricity Information

BillWatch is an estimate, not your utility bill

BillWatch does not issue your electricity bill and cannot guarantee that an estimate or projection will equal the amount ultimately charged by your electricity provider.

- Actual charges can differ because of tariffs, taxes, adjustments, minimum charges, billing dates, estimated utility readings, meter issues, provider-specific fees, government charges, corrections, user-entered data, OCR errors and other factors outside BillWatch's control.
- A projected month-end bill is an informational forecast based on the data available at the time. It is not a promise, guarantee or utility quotation.
- Prediction confidence and historical accuracy may change as more data is added. Past accuracy does not guarantee future accuracy.
- You remain responsible for reviewing your official electricity bill, meter and provider communications.
- BillWatch does not guarantee savings, a reduction in electricity usage, avoidance of late fees or disconnection, or any particular financial outcome.

5. No Utility Affiliation or Professional Advice

Unless expressly stated, BillWatch is independent from electricity distribution utilities, regulators and government agencies. References to a utility provider are for identification and calculation context and do not imply endorsement, agency or partnership.

BillWatch provides informational tools and is not legal, tax, engineering, accounting, financial or professional energy-management advice. For official billing disputes, service interruptions, meter replacement or regulated utility matters, contact your electricity provider or the appropriate authority.

6. Accounts and Eligibility

- You must provide accurate account information and keep it reasonably current.
- You are responsible for maintaining the confidentiality of your login credentials and for activity under your account.
- Do not share access in a way that exposes another person's electricity data without permission.
- BillWatch is intended for users who can legally enter into these Terms. If you are under 18, use the Service only with the involvement of a parent or legal guardian where required.
- Notify BillWatch promptly if you believe your account has been compromised.

7. Your Bills, Images, Readings and Other Content

You retain ownership of bills, meter images, readings and other content you submit, subject to any rights of third parties. You grant BillWatch a limited, non-exclusive right to host, store, reproduce, process and analyze that content only as reasonably necessary to provide, secure, maintain and improve the Service and as described in the Privacy Policy.

- Only upload documents and images that you are authorized to use.
- Review OCR results before relying on them. OCR may misread digits, dates, account fields or other text.
- Do not intentionally submit false meter readings, manipulated bills, malware, unlawful content or material designed to interfere with BillWatch.
- Do not upload unrelated sensitive or confidential information that BillWatch does not need.

8. Acceptable Use

You must not:

- Use BillWatch for unlawful, fraudulent or deceptive activity.
- Attempt to gain unauthorized access to accounts, databases, administrative tools or infrastructure.
- Probe, scan, scrape, reverse engineer, circumvent access controls or interfere with the Service except where a right cannot lawfully be restricted.
- Upload malware or content that infringes intellectual property, privacy or other rights.
- Use automated means to overload the Service or extract data at scale without written permission.
- Misrepresent BillWatch calculations or screenshots as an official utility bill or official statement from a utility provider.

9. Beta Service and Changes

BillWatch may be offered as a beta or early-stage service. Beta features can contain errors, change without notice, be suspended, or be removed. We may adjust calculations, user-interface elements, eligibility rules, supported utilities and other features as we test and improve the product.

Where a change materially affects paid rights or a legal obligation, BillWatch will provide notice as required by applicable law.

10. Progressive Web App

BillWatch may be installed as a PWA on supported browsers and devices. The PWA remains the same BillWatch web service, not a separate offline copy of your account. Installation availability and device behavior depend on the browser and operating system.

The current beta is intentionally network-dependent and does not promise offline access. You are responsible for internet connectivity and compatible device/browser software.

11. Free Service and Sponsored Content

The Free version of BillWatch may include clearly labelled sponsored content. Sponsored content is separate from BillWatch calculations, predictions and insights.

- Advertisers do not control BillWatch's prediction engine or the outcome of your calculations.
- BillWatch does not promise that an advertised product or service will reduce your electricity bill.
- A sponsor may also be an investor or strategic partner of BillWatch. That relationship does not convert sponsored claims into BillWatch recommendations and must not influence calculation logic.
- External advertiser pages, offers, warranties, prices, claims and transactions are the advertiser's responsibility and are governed by that advertiser's terms and privacy practices.
- BillWatch may track basic sponsor impressions/clicks for campaign reporting as described in the Privacy Policy.

12. BillWatch Plus and Paid Services - When Available

BillWatch Plus is planned as an ad-free paid tier with additional analytics. These clauses apply only when BillWatch actually offers a paid subscription to you.

- The price, billing period, included features, renewal terms and any trial or promotional conditions will be displayed before you purchase.
- If a subscription is recurring, BillWatch will disclose that fact before payment. You authorize recurring charges only when you expressly select a recurring plan.
- Your Plus entitlement is tied to your BillWatch account rather than a particular device, subject to account and security rules.
- Premium features may depend on the amount and quality of billing history in your account. Paying for Plus does not cause BillWatch to invent historical data, trends or insights that your records cannot support.
- BillWatch Plus is intended to be ad-free while the subscription is active.
- Cancellation, renewal and refund rules will be shown at checkout and must comply with applicable Philippine consumer and internet-transaction laws.
- BillWatch will not use a future change in these Terms to retroactively impose charges you did not agree to.

Before Plus launches

Counsel and the payment provider should review the exact auto-renewal, cancellation, refund, invoice/receipt, tax and consumer-redress wording. The live Terms should identify the merchant of record and payment processor.

13. Third-Party Services and Links

BillWatch may rely on or link to third-party services, including identity providers, cloud infrastructure, OCR/AI processing, payment providers and advertisers. Third-party services may have their own terms and privacy policies. BillWatch is not responsible for a third party's independent acts, content, products or services, except to the extent responsibility cannot lawfully be excluded.

14. Notifications

If you enable push notifications, BillWatch may send reminders, alerts or service messages based on your settings and available data. Delivery is not guaranteed and may be delayed or blocked by browser, device, network or operating-system settings. Do not rely on BillWatch notifications as your only method of tracking an official due date or urgent utility matter.

15. Intellectual Property

BillWatch, its software, interface, branding, logos, copy, calculation presentation and other original content are owned by or licensed to the BillWatch operator and are protected by applicable intellectual-property laws. These Terms give you a limited, personal, non-exclusive, non-transferable right to use the Service for its intended purpose. They do not transfer ownership of BillWatch intellectual property to you.

16. Service Availability, Suspension and Termination

We may suspend or restrict access where reasonably necessary for security, maintenance, suspected abuse, legal compliance, non-payment of a paid service, or material violation of these Terms. We may discontinue the Service or a feature, subject to applicable consumer law and any obligations owed to paid users.

You may stop using BillWatch at any time and may request account deletion subject to the Privacy Policy and any lawful retention obligations.

17. Disclaimers

To the fullest extent permitted by law, BillWatch is provided on an 'as available' basis. We do not warrant uninterrupted operation, error-free OCR, universal utility compatibility, perfect prediction accuracy, or that every feature will remain available. Nothing in these Terms excludes warranties, remedies or consumer rights that cannot lawfully be excluded or waived.

18. Limitation of Liability

To the fullest extent permitted by applicable law, BillWatch and its operator will not be liable for indirect, incidental, special, consequential or punitive loss arising solely from use of or inability to use the Service, including decisions made from an estimate rather than an official utility bill. Any limitation is subject to mandatory rights and liabilities that cannot legally be excluded.

[LEGAL REVIEW REQUIRED: Philippine counsel should finalize any monetary liability cap only after the operating entity, paid-service structure and applicable consumer-law position are confirmed. This draft intentionally does not insert an arbitrary peso cap.]

19. Indemnity for Misuse

To the extent permitted by law, you agree to be responsible for losses or claims caused by your unlawful use of BillWatch, infringement of another person's rights, or deliberate misuse of the Service. This clause does not require you to indemnify BillWatch for BillWatch's own unlawful conduct.

20. Privacy

The BillWatch PH Privacy Policy explains how personal data is collected, used, shared, retained and protected, including OCR uploads, predictions, notifications and sponsored-content analytics. The Privacy Policy forms part of the overall terms governing your use of the Service.

21. Complaints and Consumer Redress

If you have a complaint about a BillWatch transaction or paid service, contact founder@billwatchph.com using the subject 'BillWatch Complaint'. BillWatch will maintain an accessible internal redress process and will aim to acknowledge complaints promptly and address them within the period required by applicable Philippine internet-transaction and consumer laws.

Nothing in these Terms prevents you from exercising rights or remedies available through the Department of Trade and Industry, National Privacy Commission, courts or other competent authorities after any required internal-redress step has been satisfied.

22. Governing Law and Disputes

For the current Philippine beta, these Terms are intended to be governed by the laws of the Republic of the Philippines, without limiting mandatory consumer protections that may apply. [LEGAL REVIEW REQUIRED: counsel should finalize venue, dispute-resolution and any arbitration language after the BillWatch operating entity and jurisdiction are confirmed.]

23. Changes to These Terms

We may update these Terms as BillWatch evolves. The updated version will show a new effective date. For material changes, we will provide reasonable notice through the Service, email or another appropriate channel where required. If a material change requires new consent, we will request it before applying the change as required by law.

24. Severability and No Waiver

If a provision of these Terms is held invalid or unenforceable, the remaining provisions will continue to apply to the extent permitted by law. A failure to enforce a provision once does not waive the right to enforce it later.

25. Entire Agreement

These Terms, together with the Privacy Policy and any additional terms expressly presented for a specific paid plan or feature, form the agreement governing your use of BillWatch. Specific written terms presented at purchase will control over a conflicting general clause for that transaction.

26. Applicable Electronic-Commerce Framework

These Terms are intended to operate consistently with applicable Philippine law, including the Electronic Commerce Act of 2000 (Republic Act No. 8792), the Internet Transactions Act of 2023 (Republic Act No. 11967) and its implementing rules, the Consumer Act and other applicable consumer-protection rules, and the Data Privacy Act of 2012.

Contact

Privacy and legal contact (interim): founder@billwatchph.com. Business correspondence address: Unit 1206, 12th Floor, Trade and Financial Tower, 7th Ave. cor. 32nd St., Bonifacio Global City, Fort Bonifacio, Taguig City 1634, Philippines.

Publication blocker

Before this document goes live, counsel should confirm the exact legal name of the BillWatch PH operator / Personal Information Controller, its registration details, the designated Data Protection Officer or privacy contact, and whether the above correspondence address is the correct statutory/business address.