

Phela Terms of Service	
Created	September 2025
Approved	September 2025
Last Updated	September 20, 2025

These Terms of Service ("Terms") govern your access to and use of our payroll and payroll deduction compliance APIs, related software, and services (collectively, the "Services").

By accessing or using the Services, you ("Customer," "you," or "your") agree to be bound by these Terms. If you are using the Services on behalf of a company or organization, you represent and warrant that you have authority to bind that entity.

1. Services

Phela provides APIs that integrate with employer payroll systems and external platforms including but not limited to insurance, lending and statutory providers to enable compliant payroll deductions for salary-linked products and services.

2. Eligibility

You must be at least 18 years old and legally able to enter into contracts. Use on behalf of an organization requires authorization.

3. Account Registration

Customers must provide accurate information when registering. You are responsible for safeguarding your API keys, credentials, and activity under your account.

4. Customer Responsibilities

You agree to:

- Use the Services only for lawful purposes and in compliance with applicable employment, payroll, and lending regulations.
- Not misuse the Services, attempt unauthorized access, or disrupt system integrity.
- Ensure your own compliance with labor, tax, and data protection laws in your jurisdiction.

5. Fees and Payment

Fees for Services are set forth in your subscription or commercial agreement.

Payments are due as specified in your agreement.

Late payments may result in suspension or termination of access.

6. Data and Privacy

Customer data remains yours. You grant us a limited license to process data solely for delivering the Services.

We comply with applicable data protection laws (see Privacy Policy).

You are responsible for obtaining necessary employee consents where required.

7. Intellectual Property

Phela retains all rights, title, and interest in its APIs, software, and documentation.

Customers may not copy, reverse-engineer, or resell the Services without written consent.

8. Confidentiality

Each party agrees to protect confidential information of the other and use it only for purposes of these Terms.

9. Service Availability

We strive for high availability but do not guarantee uninterrupted service. Maintenance and outages may occur.

10. Termination

Either party may terminate with written notice per the agreement.

We may suspend or terminate access immediately for violation of these Terms.

Upon termination, your right to access the Services ends, but payment obligations remain.

11. Disclaimers

The Services are provided "as is." We disclaim all warranties of merchantability, fitness for purpose, and non-infringement.

12. Limitation of Liability

To the maximum extent permitted by law, Phela is not liable for indirect, incidental, or consequential damages. Direct liability is limited to fees paid in the preceding 12 months.

13. Governing Law

These Terms are governed by the laws of [Insert Jurisdiction], without regard to conflicts of law principles.

14. Changes to Terms

We may update these Terms from time to time. Continued use of the Services after changes means you accept the updated Terms.