PAYROLLPRO TERMS OF USE

Effective Date: October 01, 2021
Last Updated: July 01, 2026

These Terms of Use govern access to and use of the websites, applications, mobile applications, online platforms, software, modules, functions, tools, integrations, support channels, documents, and related services provided under **PayrollPRO**, **PayrollPRO.PH**, and related brands operated by **Analytics and Data Integrity, Inc.**, also known as **ADIConsulting** ("PayrollPRO," "ADI," "Company," "we," "us," or "our").

By accessing or using PayrollPRO, creating an account, logging in, submitting data, using any PayrollPRO module, subscribing to PayrollPRO, or authorizing another person to use PayrollPRO on your behalf, you agree to these Terms of Use.

If you do not agree to these Terms of Use, you must not access or use PayrollPRO.

These Terms should be read together with our Privacy Policy, Data Processing Agreement, Subscription Agreement, Service Agreement, quotation, order form, statement of work, deployment plan, support policy, and any other applicable written agreement.

In case of conflict between these Terms and a signed written agreement between PayrollPRO and a Client, the signed written agreement shall prevail, but only for that specific Client engagement.

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1. Definitions

For purposes of these Terms:

Client means the company, employer, organization, subscriber, partner, or customer that subscribes to, contracts for, or uses PayrollPRO.

Employee means an employee, worker, consultant, contractor, applicant, former employee, or other person whose data is entered, uploaded, processed, or managed through PayrollPRO by or on behalf of a Client.

Company Admin means a person authorized by a Client to administer PayrollPRO access, settings, employee records, payroll rules, timekeeping rules, reports, approvals, and related functions.

User means any person who accesses PayrollPRO, including Clients, Company Admins, Employees, approvers, managers, HR users, payroll users, support users, and authorized representatives.

Services means PayrollPRO websites, applications, HRIS, employee records, 201 files, timekeeping, attendance, biometric integration, payroll, government reports, ticketing, onboarding, offboarding, final pay, employee portal, support, deployment, implementation, training, managed payroll, outsourced payroll, and related services.

User Content means data, files, documents, employee records, payroll records, timekeeping data, attendance records, tickets, approvals, reports, comments, forms, attachments, configurations, and other content uploaded, entered, submitted, generated, or processed through PayrollPRO by or on behalf of a Client or User.

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2. Acceptance of Terms

You accept these Terms by:

a. accessing or using PayrollPRO;
b. creating or logging into an account;
c. clicking “accept,” “agree,” “submit,” or similar button;
d. submitting information through PayrollPRO;
e. continuing to use PayrollPRO after being notified of updates; or
f. entering into a subscription, service, deployment, support, or other agreement involving PayrollPRO.

Electronic acceptance, electronic records, electronic communications, and electronic transactions may be used in connection with PayrollPRO, subject to applicable law.

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3. Eligibility and Authority

You may use PayrollPRO only if:

a. you are legally capable of entering into a binding agreement;
b. you are authorized by the Client, employer, or organization you represent;
c. your use is lawful and within the scope of your authorized role; and
d. you comply with these Terms and all applicable policies.

If you access PayrollPRO on behalf of a Client or organization, you represent that you have authority to bind or act for that Client or organization.

PayrollPRO may deny, suspend, or revoke access if we reasonably believe that you are not authorized, are misusing the Services, or are violating these Terms.

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4. Scope of PayrollPRO Services

PayrollPRO may provide one or more of the following, depending on the subscribed package, quotation, service agreement, or order form:

a. HRIS and employee record management;
b. 201 file and document management;
c. employee self-service portal;
d. timekeeping and attendance management;
e. web time tracker, mobile attendance, biometric integration, and DeviceHub services;
f. leave, overtime, schedule, rest day, holiday, night differential, tardiness, undertime, and attendance reports;
g. payroll computation tools, payroll register, payslip distribution, payroll reports, deductions, allowances, benefits, loans, and final pay support;
h. government report generators and payroll-related statutory reports;
i. onboarding, offboarding, ticketing, policies, announcements, performance, HR servicing, and employee support tools;
j. deployment, process mapping, system calibration, migration, training, simulation, parallel testing, and technical support;
k. managed payroll, outsourced payroll, lodgment support, employer-of-record support, or related services, if separately agreed; and
l. other modules, add-ons, customizations, integrations, reports, and services stated in an applicable quotation, order form, or written agreement.

PayrollPRO may add, modify, suspend, replace, or remove features from time to time, provided that material changes to paid subscribed services will be handled in accordance with the applicable agreement.

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5. Relationship Between PayrollPRO and the Client

PayrollPRO is primarily a technology and payroll/HR support platform. Depending on the subscribed service, PayrollPRO may act as:

a. a software-as-a-service provider;
b. a managed software provider;
c. a payroll system platform;
d. a timekeeping and attendance system;
e. a support and deployment provider;
f. an outsourced payroll or managed payroll service provider, only if expressly agreed in writing; or
g. a processor of Client-controlled employee, payroll, attendance, and HR data.

Unless expressly stated in a signed agreement, PayrollPRO does not act as the legal employer of the Client’s employees, does not control the Client’s employment decisions, does not determine employee compensation, does not approve employment policies, and does not assume the Client’s legal, labor, tax, or statutory obligations.

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6. Client Responsibilities

The Client is responsible for:

a. ensuring that all employee, payroll, HR, attendance, timekeeping, benefits, statutory, and government-related data provided to PayrollPRO is accurate, complete, updated, and lawfully collected;
b. configuring, reviewing, and approving company policies, attendance rules, leave rules, overtime rules, payroll rules, benefits, deductions, allowances, schedules, holiday settings, approval workflows, and other company-specific settings;
c. validating all payroll outputs, timekeeping reports, government reports, payslips, final pay computations, bank files, contribution summaries, and related reports before use, release, payment, or submission;
d. complying with applicable labor, employment, tax, accounting, payroll, social security, PhilHealth, Pag-IBIG, BIR, data privacy, and other laws;
e. securing required employee notices, consents, authorizations, and lawful bases for data processing;
f. managing user roles, administrator rights, approver access, password discipline, and account security;
g. preventing unauthorized use, credential sharing, or excessive access rights;
h. ensuring that only authorized personnel access sensitive employee, payroll, attendance, and HR data;
i. funding payroll, government contributions, taxes, benefits, and other employee-related payments on time;
j. keeping backup copies of critical reports, employee masterlists, payroll files, attendance summaries, government reports, and other business records;
k. promptly notifying PayrollPRO of suspected security incidents, unauthorized access, incorrect data, payroll issues, change in company rules, change in employment status, or configuration concerns; and
l. ensuring that use of PayrollPRO does not violate any law, contract, employee right, third-party right, or government requirement.

PayrollPRO is not liable for errors or consequences caused by inaccurate data, late submission of inputs, unapproved tickets, incorrect Client policies, delayed approvals, wrong configuration instructions, insufficient payroll funding, Client-side misuse, unauthorized user activity, or failure of the Client to review and validate outputs.

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7. User Account Responsibilities

Users are responsible for maintaining the confidentiality and security of their accounts.

You agree to:

a. provide accurate and updated account information;
b. use only your own authorized account;
c. keep usernames, passwords, one-time passwords, access codes, and credentials confidential;

d. not share login credentials with any other person;
e. immediately report suspected unauthorized access, compromised credentials, or account misuse;
f. use PayrollPRO only within your authorized role; and
g. log out from shared or unsecured devices.

You are responsible for activities performed through your account, unless caused by PayrollPRO's proven gross negligence or willful misconduct.

PayrollPRO may suspend, restrict, reset, or terminate an account if we reasonably believe it has been compromised, misused, or accessed without authorization.

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8. Acceptable Use

You must use PayrollPRO lawfully, responsibly, and only for authorized business purposes.

You must not:

a. access data, accounts, systems, modules, or functions without authorization;
b. use another person's credentials or impersonate another person;
c. upload false, misleading, unlawful, defamatory, obscene, malicious, discriminatory, or infringing content;
d. upload malware, viruses, harmful code, scripts, automated attacks, or unauthorized software;
e. bypass, disable, overload, test, scan, or interfere with PayrollPRO security controls without written permission;
f. scrape, copy, harvest, export, or extract data except through authorized functions;
g. reverse engineer, decompile, disassemble, copy, clone, sell, sublicense, or commercially exploit PayrollPRO software, workflows, templates, code, database structure, design, or business logic;
h. use PayrollPRO to commit fraud, data theft, payroll manipulation, identity misuse, privacy violations, cybercrime, or other unlawful acts;
i. use PayrollPRO to violate labor, tax, payroll, employment, accounting, or privacy laws;
j. upload or process data without the required lawful basis, notice, or authority;
k. interfere with another Client's or User's access;
l. use PayrollPRO for benchmarking, competitive analysis, system copying, or product development without written consent;
m. disclose confidential system information, screenshots, pricing, workflows, or proprietary features to competitors without written approval; or
n. use PayrollPRO in a way that may damage PayrollPRO, ADI, Clients, Employees, Users, or third parties.

Violation of this section may result in immediate suspension, termination, legal action, or reporting to authorities where appropriate.

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9. User Content and Client Data

Clients and Users may upload, enter, store, process, and generate User Content through PayrollPRO.

As between PayrollPRO and the Client:

a. Client employee records, payroll data, HR data, attendance data, timekeeping records, reports, uploaded files, and operational data remain the property of the Client;
b. PayrollPRO does not claim ownership over Client employee or payroll data;
c. PayrollPRO may process User Content only as necessary to provide the Services, comply with applicable agreements, support the Client, maintain security, improve the platform using aggregated or anonymized data, comply with law, or protect legitimate rights; and
d. PayrollPRO may retain limited records, backups, logs, support records, billing records, audit records, and legal/compliance copies as allowed by law and agreement.

The Client is responsible for the legality, accuracy, completeness, quality, and appropriateness of User Content.

PayrollPRO may remove, restrict, or refuse to process User Content if it is unlawful, harmful, abusive, infringing, malicious, or outside the agreed scope.

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10. Payroll, Timekeeping, and Government Report Limitations

PayrollPRO provides payroll, HRIS, timekeeping, attendance, and government reporting tools based on system settings, Client-provided data, and Client-approved rules.

Clients acknowledge that:

a. payroll outputs depend on accurate employee data, attendance data, pay codes, rates, schedules, benefits, deductions, approvals, and configuration;
b. timekeeping reports may require Client review for missing logs, biometric issues, schedule discrepancies, overtime disputes, rest day work, holiday treatment, night differential, leave, tardiness, undertime, and manual corrections;
c. government reports generated through PayrollPRO must be reviewed and validated by the Client before filing, submission, remittance, or official use;
d. PayrollPRO does not guarantee that all Client-specific policies, CBA provisions, employment agreements, benefits, exemptions, tax treatments, or special payroll arrangements are automatically captured unless properly configured and agreed; and
e. PayrollPRO does not provide legal, labor, tax, accounting, or financial advice unless separately agreed in writing.

The Client remains responsible for final payroll approval, payroll funding, payroll release, employee communications, government submissions, statutory payments, and legal compliance.

11. Privacy and Data Protection

PayrollPRO processes personal information in accordance with its Privacy Policy, applicable Data Processing Agreement, signed agreement, and applicable data protection laws.

By using PayrollPRO, the Client represents and warrants that:

a. it has provided proper privacy notices to employees, applicants, contractors, consultants, and other data subjects;
b. it has secured the necessary consents, authorizations, or lawful bases for processing;
c. it has authority to upload, process, share, and instruct PayrollPRO to process personal information;
d. it will respond to employee or data subject requests relating to Client-controlled employment, HR, attendance, payroll, and government records; and
e. it will comply with applicable privacy and data protection requirements.

Employees and other data subjects who have concerns regarding employment records, payroll records, attendance data, benefits, or 201 files should first contact their employer or Client's authorized HR/Admin team.

PayrollPRO may assist the Client with privacy-related requests where required by law, agreement, or reasonable Client instruction.

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12. Biometric Devices, Attendance Devices, and Integrations

Where biometric devices, time clocks, RFID devices, facial/photo logs, fingerprint logs, mobile attendance, geo-verification, third-party HR systems, accounting systems, banking systems, government portals, APIs, or other integrations are used, the Client is responsible for ensuring that:

a. use of the device or integration is lawful and properly disclosed to employees;
b. required notices, policies, consents, or lawful bases are in place;
c. device placement, access, security, and user enrollment are properly managed;
d. device logs and system outputs are reviewed and validated;
e. third-party provider terms and privacy policies are reviewed; and
f. integration credentials, API keys, and access rights are secured.

PayrollPRO is not responsible for errors, downtime, data loss, device defects, third-party system failures, internet issues, power interruptions, unsupported devices, or third-party integration issues unless expressly agreed in writing.

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13. Fees, Billing, and Payment

Fees, billing cycles, setup fees, subscription fees, support fees, device fees, add-on fees, customization fees, deployment fees, taxes, payment terms, and contract duration shall be based on the applicable quotation, order form, invoice, service agreement, subscription agreement, or statement of work.

Unless otherwise agreed in writing:

a. fees are payable according to the billing schedule stated in the applicable agreement or invoice;
b. taxes, withholding taxes, bank charges, payment gateway fees, and other government or third-party charges may apply;
c. late payment may result in suspension, restriction, or termination of Services;
d. additional requirements, custom reports, integrations, migration, fieldwork, out-of-scope support, training, or special requests may be subject to separate fees; and
e. fees already paid may be non-refundable except as expressly provided in the applicable written agreement.

PayrollPRO may update prices, packages, and commercial terms upon notice or renewal, subject to the applicable agreement.

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14. Support and Service Availability

PayrollPRO will provide support according to the applicable subscription, support plan, service agreement, or statement of work.

Support may include:

a. account support;
b. technical troubleshooting;
c. deployment assistance;
d. configuration guidance;
e. training and orientation;
f. issue investigation;
g. bug reporting;
h. system maintenance notices; and
i. reasonable assistance with subscribed modules.

Support does not include legal advice, labor advice, tax advice, accounting advice, payroll policy creation, HR decision-making, government representation, customized development, data cleanup, fieldwork, or out-of-scope services unless separately agreed in writing.

PayrollPRO may perform maintenance, updates, backups, patches, security improvements, and service changes. We will use commercially reasonable efforts to minimize disruption where practical.

15. Third-Party Services, Links, and APIs

PayrollPRO may connect with or refer to third-party websites, platforms, devices, payment processors, government portals, biometric devices, banks, messaging tools, cloud services, analytics tools, HR platforms, accounting platforms, social media features, and APIs.

Third-party services are governed by their own terms, privacy policies, service levels, warranties, and security practices.

PayrollPRO does not control and is not responsible for third-party services, including their availability, accuracy, security, content, compliance, pricing, or data practices, unless expressly agreed in writing.

Use of third-party services is at the Client's or User's own risk.

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16. Cookies and Analytics

PayrollPRO websites and Services may use cookies, session technologies, analytics tools, logs, and similar technologies to improve functionality, maintain sessions, secure access, understand usage, improve performance, and support marketing or service communications.

Users may control cookies through browser settings. Some features may not function properly if cookies are disabled.

More information may be provided in PayrollPRO's Privacy Policy or Cookie Policy.

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17. Intellectual Property

PayrollPRO and ADI retain all rights, title, and interest in and to:

a. PayrollPRO software;
b. source code and object code;
c. workflows, algorithms, business logic, computations, templates, forms, reports, and system design;
d. user interface, design, graphics, logos, trademarks, trade names, and branding;
e. documentation, manuals, guides, videos, training materials, and support materials;
f. APIs, database structures, modules, architecture, configurations, and product roadmap;
g. improvements, enhancements, modifications, updates, and derivative works; and
h. all related intellectual property rights.

No ownership rights are transferred to any Client or User except the limited right to access and use PayrollPRO according to these Terms and the applicable agreement.

Clients and Users must not copy, reproduce, modify, distribute, sell, lease, sublicense, reverse engineer, or create derivative works from PayrollPRO without written permission.

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18. Feedback and Suggestions

If you provide ideas, feedback, comments, feature requests, bug reports, improvement suggestions, or recommendations, you grant PayrollPRO the right to use them without restriction or compensation, provided that PayrollPRO will not disclose Client confidential information without authorization.

PayrollPRO may use feedback to improve the platform, create features, update workflows, enhance documentation, or improve user experience.

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19. Confidentiality

Clients and Users may receive or access confidential information, including payroll data, employee data, pricing, contracts, reports, system configurations, workflows, business processes, technical information, and support discussions.

You agree to protect confidential information and not disclose it to unauthorized persons.

PayrollPRO will also protect Client confidential information according to applicable agreements, professional standards, and law.

Confidentiality obligations continue even after termination of access or services.

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20. Warranties and Disclaimers

PayrollPRO will use commercially reasonable efforts to provide reliable, secure, and functional Services.

However, except as expressly stated in a signed agreement:

a. PayrollPRO is provided on an “as is” and “as available” basis;
b. PayrollPRO does not guarantee uninterrupted, error-free, or completely secure operation;
c. PayrollPRO does not warrant that all errors, bugs, downtime, third-party issues, internet issues, device issues, or integration issues will be fully prevented;
d. PayrollPRO does not guarantee specific business, HR, payroll, tax, labor, accounting, operational, or compliance outcomes;
e. PayrollPRO does not warrant that system-generated reports are final, official, complete, or legally sufficient without Client review and validation; and

f. PayrollPRO disclaims implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement to the maximum extent allowed by law.

Clients are responsible for reviewing, validating, approving, and using PayrollPRO outputs appropriately.

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21. Limitation of Liability

To the maximum extent allowed by law, PayrollPRO, ADI, and their directors, officers, employees, contractors, agents, affiliates, and service providers shall not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, including loss of profits, revenue, goodwill, business opportunity, data, files, payroll records, employee claims, business interruption, or reputational harm, whether based on contract, tort, negligence, strict liability, or any other theory.

Unless otherwise stated in a signed agreement, PayrollPRO's total aggregate liability for claims arising from or relating to the Services shall not exceed the amount actually paid by the Client to PayrollPRO for the affected Services during the three months immediately preceding the event giving rise to the claim.

The above limitation does not exclude liability that cannot be excluded under applicable law or liability expressly provided in a signed agreement.

PayrollPRO shall not be liable for issues caused by:

a. Client data errors;
b. late or incomplete payroll inputs;
c. incorrect Client policies or configuration instructions;
d. delayed approvals;
e. unauthorized access caused by Client-side credential sharing or weak access control;
f. Client failure to validate payroll, attendance, or government reports;
g. lack of payroll funding;
h. third-party systems, devices, banks, government portals, or integrations;
i. internet, power, hosting, network, or device failures outside PayrollPRO's reasonable control;
j. labor, tax, accounting, HR, or legal decisions made by the Client; or
k. use of PayrollPRO outside its intended scope.

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22. Indemnity

To the extent allowed by law, the Client agrees to defend, indemnify, and hold harmless PayrollPRO, ADI, and their directors, officers, employees, contractors, agents, affiliates, and service providers from claims, losses, liabilities, damages, penalties, costs, and expenses arising from:

a. Client's or User's breach of these Terms or applicable agreement;
b. inaccurate, unlawful, incomplete, or unauthorized User Content;
c. Client's failure to comply with labor, tax, payroll, accounting, data privacy, employment, or other laws;
d. unauthorized access caused by Client-side credential sharing, misconfigured access, or user misuse;
e. Client's payroll decisions, employment decisions, HR policies, benefit policies, or disciplinary actions;
f. employee claims arising from Client-provided data, instructions, approvals, or policies;
g. misuse of PayrollPRO;
h. violation of third-party rights; or
i. use of third-party devices, systems, integrations, or services selected or authorized by the Client.

PayrollPRO's indemnification obligations, if any, shall be governed by the applicable signed agreement.

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23. Suspension of Services

PayrollPRO may suspend or restrict access immediately, with or without prior notice where necessary, if:

a. fees are overdue;
b. there is suspected unauthorized access or security risk;
c. the account is being misused;
d. the Client or User violates these Terms;
e. PayrollPRO is required to do so by law, court order, government request, or regulator;
f. continued access may harm PayrollPRO, another Client, Employees, Users, third parties, or systems;
g. Client data or instructions appear unlawful, fraudulent, harmful, or unauthorized;
h. the applicable agreement has expired or terminated; or
i. emergency maintenance, security action, or system protection is required.

PayrollPRO will use reasonable efforts to restore access once the issue is resolved, unless termination is appropriate.

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24. Termination

These Terms remain effective while you use PayrollPRO.

PayrollPRO may terminate or deactivate access if:

a. the applicable subscription or agreement ends;
b. the Client requests termination;
c. the account remains inactive for an extended period;

d. fees remain unpaid;
e. there is a material breach of these Terms or applicable agreement;
f. continued service creates legal, operational, security, or reputational risk; or
g. PayrollPRO discontinues the relevant Service.

Upon termination:

a. access may be disabled;
b. unpaid fees remain due;
c. Client may be given reasonable opportunity to export available data, subject to the applicable agreement, payment status, technical feasibility, and legal retention requirements;
d. PayrollPRO may retain archival, backup, legal, accounting, tax, audit, support, security, and compliance records; and
e. provisions on intellectual property, confidentiality, limitation of liability, indemnity, data retention, payment, governing law, and dispute resolution shall survive termination.

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25. Service Changes and Discontinuation

PayrollPRO may improve, modify, update, replace, suspend, or discontinue features, modules, interfaces, integrations, reports, or Services from time to time.

Where practical, PayrollPRO will provide notice for material changes affecting paid subscribed Services.

If PayrollPRO discontinues a major paid Service, PayrollPRO will use reasonable efforts to allow affected Clients to export available data, subject to the applicable agreement and technical feasibility.

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26. Force Majeure

PayrollPRO shall not be liable for delay, failure, downtime, data delay, or inability to perform caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, government action, labor disputes, power failure, internet outage, cyberattack, third-party hosting failure, bank system failure, government portal downtime, pandemic, fire, flood, earthquake, or other events beyond reasonable control.

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27. Updates to These Terms

PayrollPRO may update these Terms from time to time.

Updates may be posted on the website, platform, or sent through reasonable notice. Continued use of PayrollPRO after the effective date of updated Terms means you accept the updated Terms.

If the changes materially affect a signed Client agreement, the signed agreement will govern unless amended by the parties.

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28. Governing Law and Dispute Resolution

These Terms shall be governed by the laws of the Republic of the Philippines.

Any dispute arising from or relating to these Terms or PayrollPRO Services shall first be resolved through good faith discussions between the parties.

If the dispute cannot be resolved amicably, it shall be submitted to the proper courts of the Philippines, unless a signed agreement provides a different venue, process, or dispute resolution mechanism.

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29. Notices and Contact Information

PayrollPRO may send notices through email, platform notifications, account messages, billing communications, website posting, or other reasonable means.

For questions about these Terms, please contact:

Analytics and Data Integrity, Inc. / PayrollPRO
Email: support@payrollpro.ph
Alternative Email: support@adiconsulting.ph
Office Address: Unit 323, Vinia Building, 929 Epifanio de los Santos Ave., Philam, Quezon City, Metro Manila, Philippines
Website: https://payrollpro.ph

For employee-specific concerns about payroll, attendance, HR records, leave, overtime, government information, or employment data, Employees should contact their employer's HR, Payroll, or Company Admin team first.
