

The signer, being the Merchant seeking services from PayTabs hereby confirm and acknowledge that they have received, read, understand the Terms of Service published by PayTabs and hereby agrees to accept and comply with the same by clicking “I Agree” to the Terms of Service and Platform Fees noted in Schedule 1 of this Agreement.

“I AGREE”

“I DO NOT AGREE”

Payment Gateway Usage Terms

Terms of Services

By clicking on “I Agree” (or a similar box or button) when you sign up for a Merchant Account, using the payment processing platform (“**Platform**”), you agree to be bound by the following terms and conditions of the Services.

The terms and conditions of the Services described herein constitute a legal agreement binding between the sole proprietor/freelancer or e-commerce business listed as the "Merchant" in the Platform registration page, and PT Arabia Limited (One Partner) (“**PayTabs**”), in connection with the Merchant’s use of the Platform.

(Paytabs and Merchant may hereinafter together be referred to as “**Parties**” and individually as “**Party**”).

RECITALS

WHEREAS, PayTabs is a payment gateway processing platform (as defined below) that provides a range of e-commerce transaction solutions, including payment processing, invoice creation and management, transaction reconciliation and reporting services (collectively “Services”, as more particularly defined below);

WHEREAS, Merchant has entered into a separate payment service provider agreement with the Partner PSP (as defined below), in conjunction with which, the Merchant now wishes to receive and subscribe for certain Services from PayTabs; and

WHEREAS, PayTabs holding a third-party gateway provider agreement with the concerned Partner PSP, wishes to provide such Services to the Merchant on the terms and conditions set forth in this Agreement (the “**Agreement**”).

NOW, THEREFORE, this terms and conditions witnesseth that, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. Definitions

1.1 “API(s)” means the application program interface (including all specifications for routines, data structures, object classes, and related protocols, modifiable code, and accompanying library(ies) of software, any utilities, applications, installers, integration tool kits, plug-in, and documentation) for technology integration of Merchant Site and Platform.

1.2 “Approved Product” means a Product which is (i) offered for sale by the Merchant on the Merchant Site and (ii) which is not a product or service listed among PayTabs Prohibited Transactions categories as set out in clause 14.2 below and/or as many be notified by PayTabs from time to time.

“Acquiring Bank” means various banks, financial institutions, Payment Card Associations, or payment system providers that carry out the activities pertaining to acquiring of a Transaction

processed via Platform, including but not limited to the Acquiring Bank Services specified in this Agreement.

- 1.3 “Acquiring Bank Services” shall mean the payment gateway system and services provided by the Acquiring Bank such as (i) to route internet based valid Card transactions, (ii) offer various facilities through the internet, (iii) provide Authentication and Authorization from Payment Card Associations or Card Issuing Banks or clearing houses, and (iv) provide settlement facilities in respect of payment instructions initiated by Customers.
- 1.4 “Authentication” shall mean the process by which the Customer’s identification is authenticated by the Card Issuing Bank.
- 1.5 “Authorization” means approval by the Card Issuing Bank validating a Transaction.
- 1.6 “Business Days” means a day other than a Friday or Saturday or a day on which banks are closed for normal banking services or which is a public holiday in Kingdom of Saudi Arabia.
- 1.7 “Card(s)” means the debit or credit card issued by the Card Issuing Bank and used by the Customers to purchase Products from the Merchant.
- 1.8 “Card Issuing Bank” or “Issuing Bank” means a licensed institution affiliated or associated to any Payment Card Associations, card schemes, or with one or more other bank who facilitates issuing of user by the Customer in any Transaction and subsequent processing of such Card in online Transactions on behalf of the Customer.
- 1.9 “Card Licensor” means a member of the Payment Card Association such as Visa International, MasterCard, Diners Club, Discover Cards, CUP, JCB and American Express.
- 1.10 “Card Schemes” means payment card associations such as Visa International, MasterCard, Diners International, Discover Cards, CUP, JCB and American Express.
- 1.11 “ChargeBack” means the procedure by which a Transaction (or portion thereof) is denied or returned by the Card Licensor or the Card Issuing Bank which may result in a debit to the Merchant.
- 1.12 “Commercial Registration Certificate” means the permits issued by government agencies that allow Merchant to conduct specified business.
- 1.13 “Confidential Information” shall have the meaning ascribe thereto in clause 17.1.
- 1.14 “Customer(s)” means any person who owns any Card that they use to process the Transaction.
- 1.15 “Disputed Transaction” means a complaint, claim or dispute raised by the Customer and/or the Card Licensor in connection with a Transaction.
- 1.16 “Fees” means any additional fee that the Parties may agree as payable to PayTabs, as per clause 8.5.
- 1.17 “Merchant Account” means the Merchant’s account created on the Platform per instructions received from the Partner PSP.
- 1.18 “Merchant Site” shall mean the website bearing Merchant’s domain name or mobile app, the content of which are controlled, operated and owned by the Merchant and established for the purpose of enabling the Customers to view the Products and carry out Transactions for purchase of Products offered on the website and/or mobile app.
- 1.19 “Partner Payment Service Provider or Partner PSP” shall mean various banks, financial institutions, Payment Card Associations, and/or payment service providers, that are integrated

with the Platform and with whom the Merchant has entered into a direct and separate online transactions processing and settlement agreement.

- 1.20 “Partner PSP Services” shall mean the payment processing services provided by the Partner PSP to the Merchant directly, in accordance with clause 3.1 and 3.2.
- 1.21 “Payment Card Associations” means any Card Licensors, such as Visa International, MasterCard, Diners International, Discover Cards, CUP, JCB and American Express.
- 1.22 “Penalties” means any fine or amount (together with any associated costs) which may be levied on PayTabs, Partner PSP or Merchant as a result of the contravention of a rule, law, statute or guideline of a, Acquiring Bank, Card Issuing Bank and/or Payment Card Association.
- 1.23 “Platform” means the proprietary application having the technical functionality specified in the Technical Manual, developed by PayTabs that can be integrated with Merchant Site through an API. The Platform shall be the interface for the Customer to initiate Transactions through Cards. The Platform’s basic functionality is to receive the Transaction data done through Merchant Site and to forward such Transaction data to the respective Card Issuing Bank/Acquiring Bank/Partner PSP.
- 1.24 “Pricing Plan” is the pricing structure for each Transaction and any other fees applicable to the Merchant as per its Payment service provider agreement with the concerned Partner PSP, determined at the time of affiliation, including any fees, commissions that are payable to PayTabs, in connection with the Services.
- 1.25 “Products” shall mean goods and/or services offered for sale by the Merchant on the Merchant Site.
- 1.26 “Service(s)” means payment processing services including certain hosted online checkout solutions, invoice creation and management, transaction reconciliation and reporting services and any other services provided by PayTabs through the Platform, in coordination with and/or in conjunction with the Partner PSP via which the Merchant intends to subscribe to an online purchasing or other activity via Merchant Site or e-commerce portals. Services does not include the connection of the data processing systems used by the Merchant.
- 1.27 “Technical Manual” means the technical documents and manuals that guide the Merchant to use the Platform.
- 1.28 “Total Sale Price” shall have the meaning ascribed thereto in clause 6.2.
- 1.29 “Transaction(s)” means any online payment made by a Customer to the Merchant for the Products purchased/received from the Merchant, by utilizing or via Platform.

2. General Provisions

Interpretation: In this Agreement, unless the context otherwise requires:

- 2.1 words importing the singular include the plural and vice versa;
- 2.2 words importing a gender include every gender;
- 2.3 references to any document are references to that document as amended, consolidated, supplemented, novated or replaced from time to time;
- 2.4 references to clauses, paragraphs, recitals and annexes are references to clauses and paragraphs of, and recitals and annexes to, this Agreement;
- 2.5 headings are for convenience only and will be ignored in construing this Agreement;

- 2.6 references to Parties or to any Party include references to their or its respective successors, legal heirs, permitted assigns, executors and administrators;
- 2.7 references to law shall be law as amended, consolidated, supplemented or replaced from time to time and include references to any constitutional provision, treaty, convention, statute, act, regulation, rule, ordinance, subordinate legislation, rule of common law and of equity;
- 2.8 references to any judgment include references to any order, injunction, decree, determination or award of any court or tribunal; and
- 2.9 references to any person include references to any individual, company, corporate body, association, partnership, firm, joint venture, trust and governmental agency.

3. Scope of PayTabs Services

- 3.1 PayTabs is a payment processing Platform. As a technology provider PayTabs has established an arrangement with the concerned Partner PSP, whereby the Partner PSP shall hold a direct contractual/customer relationship with the Merchant for the purposes of processing e-commerce transactions/online processing of payments in relation to the Merchant Site, handling chargebacks, refunds and such other key aspects, in accordance with the applicable agreement terms, card scheme regulations and local laws and rules.
- 3.2 As a payment service provider to the Merchant, the Partner PSP shall essentially be responsible for carrying out necessary Know-Your-Customer/due diligence checks on the Merchant, complete onboarding of the approved Merchants, instruct PayTabs to carry out or complete the necessary Platform integration in relation to the Merchant Site, process Chargebacks, refunds and such other Transactional requests and ongoing monitoring aspects that may arise in relation to the Merchant Site, address Merchant grievances, and handle Customer concerns and queries in relation to a given Transaction, etc.
- 3.3 The Merchant agrees and confirms that for any and all purposes, the Merchant shall be considered a customer of the Partner PSP and any Services required from PayTabs shall be carried out with the clear instruction of the Partner PSP, subject to the terms of agreement entered between such Partner PSP and PayTabs.
- 3.4 As part of the above arrangement with the Partner PSP, PayTabs shall be responsible to:
 - (i) provide certain Services to the Merchant/Merchant Site, subject to the terms of this Agreement, PayTabs' agreement entered with the Partner PSP, and as per the subsequent instructions received from the Partner PSP;
 - (ii) provide access to Platform with necessary technical assistance for integration of the Platform with the Merchant Site;
 - (iii) provide necessary technical support and assistance to the Merchant in relation to the Platform and any technical issues associated thereby, in accordance with this Agreement;
 - (iv) coordinate with the Partner PSP to facilitate approved Merchant onboarding on the Platform, subject to PayTabs policies and procedures and applicable laws and regulations;
 - (v) assist to address Partner PSP's queries raised in relation to any Merchant specific Transactions processed on the Platform;
 - (vi) assist the Partner PSP in managing or coordinating certain communication aspects with the Merchant, to the extent PayTabs determines that such coordination is necessary for the purpose of provision of Services;

- (vii) close or suspend Merchant Account or carry out such other necessary measures or actions as may be required by the Partner PSP, the Card Schemes, applicable regulator or any other authority, in relation to the Merchant Site; and/or
 - (viii) prepare and share any Transactional reports that may be requested by the Partner PSP for its own consumption as well as Merchant's consumption, to the extent that such reporting requirements have been pre-agreed between PayTabs and the Partner PSP.
- 3.5 While providing the Services, PayTabs shall act as an intermediary and/or facilitator engaged by the Partner PSP. By creating a link between the Merchant Site and Partner PSP by means of the Platform, PayTabs enables the Customers to make payment of Total Sale Price through the Merchant Site.
- 3.6 In order to provide the Services, PayTabs has entered into agreements with various Acquiring Banks, the Partner PSPs, the terms and conditions of which may be amended or modified anytime with the mutual consent of the concerned parties to such agreements.
- 3.7 The functionality of the Platform is limited to receiving the Transaction data collected by or through the Merchant Site and to forward it to the respective Card Issuing Banks, Acquiring Banks and/or Partner PSPs.
- 3.8 PayTabs shall provide APIs to the Merchant to facilitate integration of the Merchant Site with the Platform, for use as a payment engine. The integration of the Merchant's Site and Platform shall be the sole responsibility of the Merchant.

4. Grant of License

- 4.1 PayTabs grants to Merchant, a non-exclusive, non-transferable, non-sub-licensable license to use the API(s), subject to the terms and conditions of this Agreement, the Platform, and the API(s); and solely for the purpose of integration of Merchant Site with Platform, and not for any other purpose (including without limitation external transfer, licensing or distribution, whether commercial or otherwise). The license granted under this clause is granted only to Merchant, and not to any affiliated companies or entities. PayTabs acceptance of Merchant as user of the Services and the relevant payment methods is strictly personal and limited to the use by Merchant for enabling payment for Merchant's Products.
- 4.2 The Merchant agrees and acknowledge that nothing in this Agreement shall be construed to transfer or convey to Merchant any proprietary rights in the API's or Platform. All intellectual property rights and other proprietary rights of whatsoever nature in the API's and Platform shall vest solely with PayTabs and its Affiliates. PayTabs is entitled, at any time without the consent of the Merchant, to make changes to the Platform (including any updates and/or new releases). PayTabs will endeavor to make such changes without affecting the use of the Platform by the Merchant. The Merchant shall be obligated to install such changes (including any updates and/or new releases) immediately to guarantee proper use of Platform.
- 4.3 Restrictions on License:
 - 4.3.1 Merchant shall not and shall not permit another party to;
 - (i) copy, modify, adapt, enhance, customize, edit, display, distribute, transmit, broadcast, publish, make available and communicate API's/Platform intellectual property in any manner other than as specifically allowed by this Agreement;
 - (ii) reverse engineer, disassemble, decompile or otherwise attempt to derive the source code from the API's /Platform;
 - (iii) use or do or attempt to do anything in relation to the API's/Platform not expressly allowed by this Agreement;

- (iv) provide processing services, commercial timesharing, rental, sharing arrangements or permit access of the API's/Platform to third parties; or
- (v) sell, lease, license, sublicense, assign or otherwise transfer the API's/Platform.

5. General Requirements

- 5.1 The Merchant has established a Merchant Site to sell the Products and to collect payments online from the Customers by availing the services of the Partner PSP backed with the Platform.
- 5.2 The Merchant agrees to provide appropriate provisions on Merchant Site including inquiries about the sale, quality, quantity, or delivery of Products and also about the return or exchange of Products. Such provisions must include at least an e-mail address, telephone number, and mailing address of the Merchant. The Merchant agrees to provide an adequate response to any such inquiry within seven (7) Business Days from the date on which the Customer and/or PayTabs make an inquiry.
- 5.3 The Merchant agrees to disclose on Merchant Site the policies with respect to shipping, deliveries, returns, refunds and/or exchanges of Products. Such policies must be unambiguously and prominently displayed in a manner such that a Customer must have reasonably been aware of such policies prior to making a Transaction. The Merchant's policies must also comply with all laws applicable to return, refund or exchange of Products.

6. Obtaining Authorization

- 6.1 Prior to purchasing an Approved Product from the Merchant, the Customer shall enter the Card details requesting for Authorization via the Platform. An Authorization received through the Platform indicates that the Card Issuing Bank has authorized such Transaction to the Merchant.
- 6.2 The request for Authorization must include the pertinent information specified by the Merchant, including the advertised price of the Approved Product and any applicable GST, sales tax, insurance, VAT, customs or other duties and taxes, and the shipping charges associated thereto which the Customer has agreed to pay (in aggregate the "Total Sale Price").
- 6.3 The Merchant acknowledges that the receipt of an Authorization for an Approved Product only indicates that, as of the date of Authorization, the Card Issuing Bank has reason to believe that the Card to which the Customer requests Authorization: (1) has sufficient credit with the Card Issuing Bank to pay the Merchant; (2) is being used within the Card's valid dates; (3) has not been reported as lost or stolen; and (4) is not an illegitimate copy of the Card.
- 6.4 An Authorization is not a guarantee that the Customer to whom the Merchant delivered the Approved Products is, in fact, the Card holder; nor is an Authorization a representation from the Card Issuing Bank that the transaction will not be subject to ChargeBack to the Merchant.

7. ChargeBacks

- 7.1 The Card Issuing Bank shall have the right to ChargeBack a Transaction, without prior notice to the Merchant, for any reason, including but not limited to:
 - (i) the Customer fails to obtain the Authorization in accordance with clause 6 above;
 - (ii) a Disputed Transaction;
 - (iii) the Merchant fails to provide any documentation or information pertaining to a Transaction within seven (7) Business Days of the Merchant's receipt of such request;

- (iv) that a Transaction is alleged to have been accepted or requested improperly without the authority of the Customer;
- (v) is reversed for any reason by any payment processor, financial institution, or Card Issuing Bank; or
- (vi) is allegedly unlawful, suspicious, or in violation of this Agreement or other applicable terms and conditions.

7.2 In case of ChargeBack, PayTabs role shall be merely of a third party payment gateway and any queries, concerns or issues pertaining to a particular Chargeback (including return of Transactions amount or refunds if any, etc.) must be resolved by the Merchant directly with the concerned Partner PSP. Notwithstanding the above, PayTabs may, from time to time, assist the Partner PSP in addressing a Chargeback claim with the concerned Acquiring Bank and assist further in resolving any queries or concerns that the Merchant may raise, via the Partner PSP.

8. Fees

- 8.1 The purpose of this Agreement is to set out clearly the role and responsibility of PayTabs as a provider of the Platform and as a third party service provider of Partner PSP, through which certain Services are rendered to the Merchant, including access to the Platform.
- 8.2 The Merchant shall pay to PayTabs access to the Platform Fees in accordance with charges stipulated in Schedule (1) of this Agreement (“**Platform Fees**”).
- 8.3 One-time setup fee shall be paid by the Merchant upon providing his acceptance of the Payment Gateway Usage Terms.
- 8.4 All Platform Fees paid, including but not limited to setup fees, are non-refundable under any circumstances. Once paid, no refunds or credits will be issued, regardless of the reason or the timing of the request.
- 8.5 The Merchant shall pay to PayTabs the charges for the Services in accordance with the Pricing Plan. Notwithstanding the above, subject to any specific service level, or support that the Merchant may require from PayTabs, additional fees and charges may apply (“**Fees**”). Any such details will be clearly prescribed and mutually agreed between the Parties in writing.
- 8.6 Any change to the terms prescribed from time to time in relation to Fees by PayTabs are subject to agreement by the Merchant in writing. With respect to any Fees payable by the Merchant, PayTabs may in its sole discretion, require the Merchant to settle such Fees directly to the designated account of PayTabs or seek a set off from the settlement amounts due payable to the Merchant by the Partner PSP. With respect to the latter, the Merchant authorizes PayTabs to undertake any such communication, steps, measures and instructions as may be required to enable such payment of Fees, as a set-off from the settlement amounts due payable and held with the Partner PSP.

9. Merchant’s obligations

- 9.1 The Merchant shall be obligated to inform the Customers that its Products sold through the Merchant Site are charged through the Platform.
- 9.2 The Merchant shall be obligated to manage passwords and login details of the Platform in a secure and confidential manner. The Merchant shall not disclose such information or make it available to third parties.
- 9.3 The Merchant shall inform PayTabs in writing as soon as is practicable of any changes in ownership structure, authorized signatories, address, entity registered name or “doing business as” DBA name. In this respect, Merchant will ensure, in all cases, that PayTabs maintains an up-to-date copy of the Merchant’s Commercial Registration Certificate, trademark/trade name

certificate, and domain ownership, each issued by an appropriate authority.

- 9.4 The Merchant will comply with all laws applicable to the Merchant's business activities in respect of the sale of the Products on the Merchant Site including, without limitation, any export, import, customs, licensing requirements or other restrictions on distributing the Products sold by the Merchant.
- 9.5 The Merchant undertakes to notify PayTabs, as soon as is practicable, of any suspension of its Products provided to the Customers.
- 9.6 The Merchant agrees not to sell, promote or advertise any or all its Products either on Merchant Site or elsewhere using PayTabs name, in any manner whatsoever.
- 9.7 The Merchant agrees to display PayTabs logo and/or related digital seals which link to the PayTabs home page and any PayTabs advertisement material on Merchant Site. PayTabs material may include stickers for the store, shop or car window with the PayTabs logo and/or credit card organization logos or signs or leaflets.
- 9.8 Merchant agrees that PayTabs role and responsibilities in relation to this Agreement shall be as per the terms set out herein. For any aspects or obligations that are identified either as exclusions to the activities agreed by PayTabs under this Agreement or activities attributable to Partner PSP, the Merchant is solely responsible and obligated to ensure that such excluded activities are covered under or as part of the Merchant's agreement entered with the concerned Partner PSP.

10. Representations and Warranty

- 10.1 Each of the Parties represents, warrants and undertakes that:
 - (i) it is duly organised and validly existing under the laws of the jurisdiction in which it is established;
 - (ii) it has the requisite power and authority to execute, deliver and perform this Agreement and that this Agreement has been duly and validly authorised, executed and delivered by it;
 - (iii) its obligations hereunder constitute legal, valid, binding and enforceable obligations;
 - (iv) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein do not breach its organisational documents or any law, provisions of any contract or order of court applicable to it and do not require any applicable government approval;
 - (v) the person executing this Agreement has legal capacity and is duly authorised to execute the Agreement for and on behalf of the respective Party and shall have the authority to bind the respective Party accordingly; and
 - (vi) PayTabs represents and warrants that it has obtained all necessary approvals, consents, and licenses for the provision of the Services

11. Disclaimer of warranty

PayTabs will make best efforts to provide an uninterrupted service subject to planned down time and regular maintenance, in each case with reasonably sufficient advance notice provided to the Merchant. The Merchant acknowledges that the arrangement between one or more Partner PSPs and PayTabs may terminate at any time and such Partner PSP Services may be withdrawn. Merchant also acknowledges that PayTabs is not liable for the accuracy and completeness of data submitted by the Merchant, payment service providers and other third parties, and/or taken from public directories, and/or data managed by it or any third party. PayTabs will not be liable to the Merchant for fraudulent or unauthorized transactions made by

the Customers through the Platform howsoever or whosoever originated. PayTabs liability is excluded if damage is related to the use of interface information that is out of date or has been inadmissibly changed as compared to the original interface version. The Merchant unconditionally and unilaterally agrees, that PayTabs, by way of its provision of the Platform, does not warrant, support, protect, or guarantee any Product that Merchant may offer on Merchant Site.

12. Indemnification

- 12.1 Each Party (the “Indemnifying Party” hereby undertakes and agrees to indemnify and hold harmless the other Party including their officers, directors and agents (the “Indemnified Party”) from and against all actions, proceedings, claims (including third party claims), liabilities (including statutory liability), Penalties, demands and costs (including without limitation, legal costs), awards, damages, losses and/or expenses, howsoever, arising directly or indirectly, including but not limited to, as a result of;
- (i) breach or non-performance by the Indemnifying Party of any of its undertakings, warranties, covenants, declarations or obligations made under this Agreement;
 - (ii) breach of confidentiality and intellectual property rights/obligations under this Agreement by the Indemnifying Party;
 - (iii) any act, deed, negligence, misrepresentation, or fraud by the Indemnifying Party, its employees, contractors, agents or any third party;
 - (iv) any hacking or lapse in security of the Merchant Site or the Platform (as the case may be) or the Customer data; or
 - (v) breach of law, rules, regulations, legal requirements including Payment Card Association rules, Acquiring Bank and applicable rules in any place where Customer is making the Transaction and/or where the Products is to be delivered and/or where the Card Issuing Bank is incorporated/registered/established.
- 12.2 The Merchant hereby undertakes and agrees to indemnify and hold harmless PayTabs including their officers, directors and agents from and against all actions, proceedings, claims (including third party claims), liabilities (including statutory liability), Penalties, demands and costs (including without limitation, legal costs), awards, damages, losses and/or expenses, howsoever, arising directly or indirectly, including but not limited to, as a result of;
- (i) any claim or proceeding brought by the Customer or any third party against PayTabs in respect of the Products offered by the Merchant;
 - (ii) Chargebacks or refunds relating to the Transactions contemplated under this Agreement; or
 - (iii) any fines, Penalties or interest imposed directly or indirectly on PayTabs, on account of Merchant or Transactions conducted through the Merchant Site under this Agreement.

The indemnities provided herein shall survive the termination of this Agreement.

13. Limitation of Liability

- 13.1 The Merchant shall be solely liable for damages (including but not limited to regulatory fines, Penalties or such similar expenditures imposed by the Card Schemes) caused by a breach of this Agreement or violation of applicable Card Scheme regulations, due to acts or omissions attributable to the Merchant. Any liability under this Agreement will be limited to the total amount received by PayTabs under the Pricing Plan in the twelve (12) months prior to such breach arising.

14. Prohibited Transactions

- 14.1 The Merchant acknowledges and agrees that it will only offer the Products that are indicated in its Commercial Registration Certificate and agreed at the time of affiliation and acceptance of this Agreement. If the Merchant subsequently offers any other type/category of products and/or services, the Merchant shall obtain prior written approval from PayTabs/Partner PSP before entering into any Transaction in connection with such new products and/or services.
- 14.2 The Merchant acknowledges and agrees that the following transactions are prohibited by PayTabs for use on the PayTabs Platform:
- (i) Penalties or fines of any kind, damages, losses or any other costs that are beyond the Total Sale Price of any Products offered by the Merchant or any other amounts for which a Customer has not specifically agreed to pay the Merchant;
 - (ii) gambling services, lotteries, gambling chips or gambling credits or similar services;
 - (iii) sales made under a different trade name or business affiliation than that has been informed at the time of affiliation and/ or otherwise approved by PayTabs in writing;
 - (iv) any Transaction that violates any law, ordinance or regulations within the Merchant or PayTabs domicile or place of business;
 - (v) Products that the Merchant knows will be resold by the Customer;
 - (vi) cash, traveler's cheques, cash equivalents, or other negotiable instruments; or
 - (vii) any other reason specified in the PayTabs website or stated otherwise by PayTabs.
- 14.3 Unless otherwise mutually agreed by the parties and with prior approval from Partner PSP and PayTabs, the Merchant will not collect the Card information, including but not limited to, (1) the Card number, (2) Expiration date, and 3) Numbers on the back or front of the Card, known as the CVV. All of this information will be collected only by PayTabs. PayTabs shall be responsible for the security of cardholder data, that PayTabs possess or otherwise stores, processes or transmits on behalf of the Customer, or to the extent that they could impact the security of the Customer's cardholder data environment.
- 14.4 The Merchant shall not publish any wrong or misleading information about its offer of Products, in particular when offering paid services on the internet, to designate them accordingly and not offer them as "free content". Furthermore, the Merchant is also obligated to not spam.

15. Data Protection

- 15.1 PayTabs shall protect any information relating to the Merchant, including personally identifiable information and financial data ("**Merchant Data**") and maintain the confidentiality of that data, including when it is held by a third party or Agent of PayTabs. The personal information of Merchant may be accessed and used by personnel authorized by the PayTabs only for the purpose of complying with regulatory requirements applicable in the Kingdom of Saudi Arabia, including in relation to anti-money laundering reporting, fraud and financial crime reporting.
- 15.2 PayTabs shall not disclose Merchant Data except where:
- a. required, pursuant to applicable laws and regulations, by SAMA or other competent authority in the Kingdom of Saudi Arabia; or
 - b. the disclosure is made with the prior written consent of the Merchant.

- 15.3 PayTabs shall put in place and maintain adequate policies, procedures and controls, as well as employee awareness training, to protect Merchant Data and to identify, act to prevent and resolve any information security breaches.
- 15.4 In addition, the PayTabs shall comply and put in place and maintain data protection controls in accordance with SAMA's cyber security framework.
- 15.5 PayTabs undertakes not to store transaction related data any longer than strictly necessary.

16. Information Security

- 16.1 PayTabs agrees and acknowledges that it has sole responsibility for maintaining the security and controls in relation to the Platform.
- 16.2 PayTabs undertakes to comply with all applicable national information security requirements.
- 16.3 PayTabs undertakes to maintain the confidentiality of Merchant Data and will not use it without Merchant's prior written consent.
- 16.4 In case of any suspected security incident relating to a Party's information in terms of Confidentiality, integrity and availability, the PayTabs shall promptly notify Merchant, no later than seventy-two (72) hours from suspicion of such incident;
- 16.5 PayTabs confirms that all individuals working under this Agreement /project - support personnel, developers and engineers whether hired by PayTabs or outsourced, have undergone security background check.
- 16.6 PayTabs confirms that all data hosting is located in the Kingdom of Saudi Arabia and in accordance with National Cybersecurity Security Authority Regulations and SAMA Cybersecurity Framework.
- 16.7 PayTabs confirms that all data are always encrypted at rest and in transit over network and application levels.

17. Confidentiality

- 17.1 Confidential Information. Pursuant to the Services to be rendered hereunder, each party now has or will have possession of or access to Confidential Information (as defined below) relating to the other party. For the purposes of this clause 17, the party receiving any Confidential Information will be referred to as the "Recipient" and the Party disclosing such Confidential Information will be referred to as the "Discloser." As used herein, "Confidential Information" means all confidential, proprietary, or non-public data or information including without limitation any personal or personally identifiable information, other than information which the Recipient can demonstrate: (a) is or becomes a matter of public knowledge through no fault of Recipient; (b) was rightfully in Recipient's possession in a complete and tangible form before it received the Confidential Information from Discloser; (c) was furnished to Recipient on a non-confidential basis from a third party, provided that such third party is not bound by an obligation of confidentiality to Discloser with respect to such Confidential Information; or (d) was independently developed by Recipient without reference to the Discloser's information.
- 17.2 Required Disclosure. If Recipient is required to disclose in order to comply with applicable laws or regulations, or with a valid order of a court or other governmental body or any political subdivisions thereof, it may do so without breach of this Agreement, but only to the extent and for the purposes of such required disclosure and provided that: (a) to the extent practicable under such requirement, Recipient promptly notifies Discloser in order to provide Discloser the opportunity to seek a protective order; and (b) Recipient takes all reasonable actions to assist Discloser in obtaining confidential treatment for such information and, if possible, to minimize the extent of such disclosure. Any Confidential Information so disclosed will continue to be treated by Discloser as confidential for all purposes hereunder.

- 17.3 **Protection of Confidential Information.** The Recipient agrees to hold secret and protect the Confidential Information and use that degree of care that the Recipient uses or would use with respect to its own proprietary and confidential information (but in any event not less than a reasonable degree of care) to keep the Confidential Information secret. Further, the Recipient agrees that it will not:
- (i) disclose any Confidential Information to any person or entity other than its employees and agents with a need to know in connection with its performance of this Agreement;
 - (ii) use or exploit in any manner the Confidential Information for itself or any person, or other entity other than in connection with its performance of this Agreement; and
 - (iii) Recipient will return to Discloser all Confidential Information, and reproductions thereof that are in its possession immediately upon request and in any event upon the expiration or termination of this Agreement.
- 17.4 **Remedy.** Each of PayTabs and the Merchant hereby acknowledges that disclosure of the Confidential Information by it or breach of the provisions contained herein may give rise to irreparable injury to the other party and such breach or disclosure may be inadequately compensable in money damages. Accordingly, Discloser may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings. Such remedy will not be deemed to be the exclusive remedy for any such breach or threatened breach but will be in addition to all other remedies available at law or equity.

18. Duration of the Contract

This Agreement shall continue to be in full force and effect until termination.

19. Suspension and/or Termination of the Services

- 19.1 PayTabs may, its sole discretion, terminate or temporarily suspend the provision of Services by providing thirty (30) calendar days' written notice to the Merchant in the following events:
- (i) the Merchant fails to pay any amount on the due date of payment;
 - (ii) at any time where the number or percentage of ChargeBacks, credits, or the Customer disputes or complaints reach a level (to the extent notified by the Partner PSP or noticed by PayTabs by whichever means), which PayTabs may consider in its sole discretion to have a negative effect to its business;
 - (iii) the Merchant and/or its' principals, agents, subsidiaries or affiliates conduct it business in an illegal manner or against its governing laws;
 - (iv) the Merchant commits a breach of this Agreement and if such breach is remediable, fails to remedy that breach within a period of ten (10) Business Days after being notified in writing to do so;
 - (v) the Merchant suspends, or threatens to suspend, payment of its debts or is unable to pay debts or admits inability to pay its debts or (being a partnership) has any partner to whom any of the foregoing apply;
 - (vi) the Merchant commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - (vii) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Merchant;

- (viii) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Merchant;
 - (ix) the Merchant suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
 - (x) if the nature of a material number of transactions conducted on the Platform appears in the reasonable opinion of PayTabs to be suspicious or abnormal.
- 19.2 The Merchant may, its sole discretion, terminate this Agreement by providing thirty (30) calendar days' written notice to PayTabs in the following events:
- (i) PayTabs and/or its' principals, agents, subsidiaries or affiliates conduct it business in an illegal manner or against its governing laws;
 - (ii) PayTabs commits a breach of this Agreement and if such breach is remediable, fails to remedy that breach within a period of ten (10) Business Days after being notified in writing to do so;
 - (iii) PayTabs suspends, or threatens to suspend, payment of its debts or is unable to pay its debts or admits inability to pay its debts or (being a partnership) has any partner to whom any of the foregoing apply;
 - (iv) PayTabs commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - (v) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of PayTabs;
 - (vi) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over PayTabs; or
 - (vii) PayTabs suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 19.3 Either Party may terminate this Agreement without disclosing any cause by giving the other Party at least sixty (60) calendar days' prior written notice.
- 19.4 The Merchant may terminate this Agreement with immediate effect in the event the arrangement between the Partner PSP and PayTabs has been terminated.
- 19.5 The termination of this Agreement, whether by either Party, shall not affect the obligation to pay any fees incurred up to the date of termination. All fees due under this Agreement shall remain payable in full, and no refunds or adjustments shall be made upon termination.

20. Governing Law, Settlement of Disputes and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia. In case of any dispute or claim arising out or relating to the interpretation, execution, or performance of this Agreement, the Parties shall first try to settle the matter amicably within twenty-one (21) days. In case a friendly settlement fails, the laws of Saudi Arabia shall be applicable, and the competent courts of Riyadh shall have exclusive jurisdiction.

21. Notices

All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing, through certified or registered mail, courier, email, facsimile to

be send to the following address;

In the case of PayTabs:

For the attention of: Legal Department Email address:

PTLegal@PayTabs.com

In the case of the Merchant:

Address provided by the Merchant during affiliation process

All such notices, requests, demands, waivers and other communications shall be deemed duly given (i) if by personal delivery on the next business day after such delivery (ii) if by certified or registered mail on the tenth (10th) day after the mailing thereof (iii) if by courier service or similar service, on the day delivered if delivered on a business day during business hours or otherwise on the next business day or (iv) if by email on the business day following the day on which such email was successfully sent

22. Severability

It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular portion of this Agreement shall be deemed by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid or unenforceable provision, there shall be added as part of this Agreement, a provision as similar as Agreement as may be possible and be legal, valid and enforceable.

23. Language

English language to prevail – This Agreement is drawn up in the English language. If this Agreement is translated into any language other than English, and in the event of any conflict, the English language text shall prevail.

All notices in English - Each notice, instrument, certificate or other communication to be given under or in connection with this Agreement shall be in the English language and in the event that such notice, instrument, certificate or other communication is translated into any other language, the English language text shall prevail.

24. Entire Agreement

This Agreement constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

25. No Partnership/Agency

Nothing in this Agreement are intended to or shall operate to create a partnership, joint venture or employer/employee relationship of any kind between the Parties, or to authorize either Party to act as agent for the other, and (save as otherwise expressly set out in this Agreement) neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability, the pledging of any credit or the exercise of any right or power).

26. Force Majeure

26.1 Neither Party will be responsible for loss or damages suffered by the other Party as a result of either Party's failure to perform its obligations under this Agreement due to any event beyond the either party's control which events include, but are not limited to, war or terrorist activities, civil commotion, government actions, fire, riots and 'acts of God' (a "Force Majeure Event").

26.2 As soon as reasonably practicable after the start of the Force Majeure Event, but no later than five (5) calendar days from its start, the party affected by the Force Majeure Event (the “Affected Party”) notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

26.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than fifteen (15) calendar days, the party not affected by the Force Majeure Event may terminate this Agreement by giving ten (10) calendar days' written notice to the Affected Party.

27. Assignment

Neither Party shall assign or transfer this Agreement or any or all of their rights and/or obligations under this Agreement, nor any benefit nor interest in or under it, to any third party without the written consent of the other Party which consent shall not be unreasonably withheld.

28. Waiver

Unless otherwise expressly stated in this Agreement, the failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other rights or remedies.

29. Survival of Provisions

29.1 On termination or expiry of this Agreement, the following clauses shall continue in force: clause 1 (Definitions), clause 2 (General Provisions), clause 12 (Indemnification), clause 15 (Data Protection), clause 16 (Information Security), clause 17 (Confidentiality), clause 20 (Governing Law, Settlement of Disputes and Jurisdiction), clause 21 (Notices), clause 22 (Severability) clause 23 (Language), clause 23 (Entire Agreement), clause 26 (Force Majeure), clause 27 (Assignment), clause 28 (Waiver), clause 29 (Survival of Provisions) and clause 30 (Amendment).

29.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

30. Amendment

30.1 Any updates or revisions of this Agreement shall be effective immediately upon a thirty (30) calendar days' notice to the Merchant. Merchant shall check this Agreement periodically for updates or revisions. Merchant's continued access or use of the Services following the notification term of any updates or revisions to this Agreement constitutes confirmation of your acceptance of this Agreement as updated or revised.

30.2 The Platform Fees and Fees mentioned in clause (8) of this Agreement may be varied, amended, or modified by PayTabs upon a thirty (30) days' notice to the Merchant and such variation, modification or amendment shall be enforceable from the date made effective by the PayTabs. The Merchant shall have the right to terminate this Agreement if such pricing change is not acceptable, provided such right is exercised within the stipulated period to raise an objection noted by PayTabs in its notice.

Schedule 1 Platform Fees

1. In consideration of the Services provided in accordance with this Agreement the Merchant shall pay to PayTabs the following Platform Fees:
 - 1.1 one-time non-refundable setup fee in the amount of two thousand (2000) SAR.
 - 1.2 monthly Platform access fees in the amount of seventy-five (75) SAR.
2. The pricing mentioned in this Schedule 1, shall not be inclusive of VAT or any governmental taxation, which shall be borne by each Party at its end subject to applicable laws and regulations.
3. Monthly Platform access fees shall be paid within fifteen (15) calendar days from the date of receiving an invoice from PayTabs accordingly.
4. Invoices are usually issued in arrears by PayTabs within seven (7) calendar days from the end of a calendar month. PayTabs may choose to alter these timelines, if so needed, in accordance with its applicable policies and procedures, and shall provide notice to the Merchant five (5) business days in advance of such change.
5. In the event the Merchant fails to pay correctly invoiced monthly Platform access fees for more than fifteen (15) calendar days, PayTabs shall have the right to suspend Merchant access to the Platform.
6. In the event the Merchant fails to pay correctly invoiced monthly Platform access fees for more than thirty (30) calendar days, and in accordance with clause (19.1) of this Agreement Paytabs shall have the right to terminate Merchant access to the Platform.
7. PayTabs may in its sole discretion amend the amount of the monthly Platform access fees upon serving a thirty (30) calendar days' notice to the Merchant.
8. Platform Fees shall include the following Services:

Services	Included	Excluded
Multiple access per function	✓	
Multiple profile	✓	
One integration for all APM	✓	
E-invoice (email, SMS, WhatsApp)	✓	
Instant Notification	✓	
Own form	✓	
Managed form	✓	
PCI DSS Hosted payment page	✓	
Customize Payment page (Themes/language)	✓	
Email configuration	✓	
Ready Plugins	✓	
Currency mapping	✓	
Transactions report	✓	
Report layout	✓	
Automation daily, monthly and yearly	✓	
Predefined Customers	✓	
Custom invoice label	✓	

Schedule invoices	✓	
Digital Invoices	✓	
Schedule payments	✓	
ZATCA invoice supported	✓	
Payment link	✓	
QR Payment	✓	
Customer care	✓	
IT support	✓	
Top-notch security	✓	
Real-time self-onboarding	✓	
Seamless and user-friendly dashboard	✓	
BNPL Acceptance	✓	
Tokenization/pre auth & capture technology	X	Available with additional fees
Special customization	X	Available with additional fees
Shop Builder	X	Available with additional fees
Social commerce	X	Available with additional fees