E-Commerce Aggregated Merchant Service Agreement

(United Arab Emirates)

This agreement is entered into day _____ month _____of Year _____

-Between-

<u>First Party</u>

"Innovate Technologies FZCO UAE" (the "Service Provider"), with its registered address at Office 1310, SIT Tower, Dubai Silicon Oasis, Dubai, United Arab Emirates

-And-

<u>Second Party</u>

"-------------------------------" (the "Merchant") with its registered address at --
United Arab Emirates

WHEREAS

The Merchant will be served by the Service Provider in accordance with the terms set forth herein and should there be any change in these terms, the Service Provider will notify the Merchant accordingly.

The Service Provider, has contracted with the Bank to provide the Merchant with the ability to accept electronic commerce transactions in cards not present environment in accordance to the operating regulations of the international Card Associations and in accordance to the terms of this agreement and the e-Commerce Service Provider Agreement the Bank signed with the Service Provider.

The Service Provider may provide the Merchant with additional services outside the scope of this agreement.

1. DEFINITIONS:

The terms used in this Agreement shall have the following meaning:

3D Secure: The ''Three-Domain Secure'' protocol developed by Visa International Inc. (Visa) as ''Verified by Visa'' and ''MasterCard SecureCode'' developed by MasterCard International Inc. (MasterCard), including successive versions thereof and any amendments thereto, is designed to make online shopping transactions safer by authenticating a cardholder's identity at the time of purchase;

Authorization: Means an affirmative response to an Authorisation Request, that a Transaction is within the Cardholder's available credit limit and/or that the Cardholder has not yet reported the Card lost or stolen;

Authorized Person: Means an employee(s) of the Merchant authorized to access any software relating to the Payment Gateway for acceptance of Electronic Commerce Transactions;

AVS: The ''Address Verification Service'', is a VisaNet service through which a Merchant can verify a cardholder's billing address before completing an e-Commerce transaction;

Bank: **MASHREQBANK PSC** P.O. Box 1250 Dubai, a financial institution incorporated and licensed in the UAE and is a licensee of a Card Association, and that will provide acquiring services for Merchants to enable such Merchants to accept Cards as a payment for merchandise sold and/or leased and/or services provided to Cardholders utilizing services of which is engaged in e-Commerce business and performs services, including but not limited to Merchant solicitation, underwriting, risk mitigation, gateway services and client relations as required to mitigate and lessen the potential of losses associated with Transaction processing;

Business Day: Means any day other than Friday and Saturday and/or any day on which banking institutions in the UAE are authorized by law or by regulatory order to be closed;

Card(s) or **e-Wallet(s):** Means cards or e-Wallet issued by Visa or MasterCard or any Card Association the Bank holds its acquiring license;

Card Association(s): Means a worldwide incorporated body regulating and processing specific brands of Cards, namely: VISA, VISA International Inc. and MC, MasterCard Inc., or comparable bodies which provide Cards;

Cardholder: Means a holder of a valid Card issued by a financial institution being a member of one or more of the Card Associations;

Card Issuer: Means a financial institution authorized to issue credit, debit, pre-paid or charge cards to Cardholders;

Card Associations Rules: Means the Card Associations by-laws, operating rules and regulations. Also guidelines, policy statements or threshold requirements of such parties;

Card Not Present: Means when neither the Cardholder nor the Cardholder's Card is present at the point of sale, e.g. e-Commerce (Internet) orders or Recurring Order Transactions;

Chargeback: Means any debit of Bank by the Card Associations or, by a Card issuer, in accordance with the Card Association´s dispute rules and regulations;

Confidential Information: Means all business and financial information and other proprietary information or data disclosed to one party by the other or incorporated in materials or products provided to one party by the other and marked or indicated to be confidential. Confidential Information also means all Cards information and Cardholders information and transaction history collected by any party for the purpose of providing the Services;

CVV2: The ''Card verification value2'' is a unique 3 digit check value printed on the back of the VISA, MasterCard branded credit and debit cards. The CVV is a combination of features for the purpose of establishing the owner's identity and minimizing the risk of fraud;

Disputed Transaction: A transaction disputed by the Cardholder, either to the Service Provider, the Card issuer or the acquiring Bank;

Electronic Commerce Transaction: Means a transaction between the Merchant and the Cardholder in which a Card is used for payment of goods or services over the internet or via other authorized means, or a refund or any other permitted transaction which is evidenced by a Sales Record;

Example Code: Means un-compiled software code or code fragments illustrating the use of the systems provided to the Merchant;

Fees: Any charges to the Merchant for the services provided by the Service Provider as agreed on between the Service Provider and the Merchant;

Fines: Any amount imposed on the Service Provider for excessive chargebacks or breach of Card Association rules by the acquiring Bank or a Card Association as a result of the Merchant activities;

Financial Guarantee: Means a Guarantee provided by the Merchant to enhance/ supplement/ replace the Rolling Reserve Amount required by the Service Provider.

Gateway: Means a PCI DSS certified platform, approved by a PCI accredited company that facilitates the transfer of information between a payment portal (such as a website or mobile phone) and the Bank;

Law Enforcement Authority: Means a government agency responsible for the enforcement of the laws;

Mark: Means a Card Association name, logo, emblem, trademark, or service mark.
Maximum Total Limit: Means the total value of online payments received by a Merchant for a specified period. This limit can be defined by the Card Association or by the Service Provider and the Bank;

Merchant: The legal entity with which the Service Provider enters into agreement with to provide the agreed on services;

Merchant Account: Means an account with an acquiring Bank that allows a Merchant to accept e-Commerce payment;

Monthly Service Charge: Means the amount payable by the Merchant to either the Service Provider or the acquiring Bank on predefined basis;

PCI DSS: Payment Cards Industry Data Security Standards are a set of comprehensive requirements for enhancing payment account data security developed by the major Card Association;

Recurring Electronic Commerce Transaction: Means a repetitive periodic Electronic Commerce Transaction agreed in advance between the Merchant and Cardholder;

Refund: Means a full or partial refund to the Cardholder of an amount originally charged to the Cardholder by the Merchant;

Rolling Reserve Amount: Means the amount withheld from any settlement of payment volumes by the Service Provider dedicated to mitigate risk and settle any chargeback or any other amount that the Service Provider/ Bank loses due to disputes or claims or expenses incurred on Merchant with relation to the agreed on services.

Sales Record: Means an electronic record of an Electronic Commerce Transaction containing full information of the authorized Electronic Commerce Transaction;

Security Code: Means any security measures exiting from time to time for verification of the identity of the Cardholder including CVV2, AVS and 3DSecure;

Service Provider: Innovate Technologies FZCO UAE, a company with registered address at Office 1310, SIT Tower, Dubai Silicon Oasis, Dubai, United Arab Emirates and provide all the necessary support and/or tools related to the scope of this Agreement;

Schedule 1: a document that describes the services that are to be provided by the Service Provider to the Merchant and any fees or charges that will be applicable for providing these services;

Settlement: Means the payment of the amount owed to the Merchant, with respects to transactions validly processed for the Merchant, minus amount for Refunds, Chargebacks, Fees or Fines and the amount that might be needed to keep the Merchant Rolling Reserve amount at the required level;

Settlement Period: Time period after which the Service Provider pays the Merchant the net value of the transactions processed on the Merchant website after deducting the applicable fees in accordance with the agreement and according to the Card Associations regulations;

Setup Fee: Means the amount payable by the Merchant to the Service Provider, at the Merchant account setup as specified in the agreement;

System: Means the service developed and provided by the Service Provider to facilitate the receipt of transaction data from the Merchant, the transmission of that data to the acquiring Bank and the ability of the Merchant to view the results of these actions;

Tax: Refers to any value added, purchase or sales tax or any other liability for tax or duties when applicable as per the governing law;

Termination Date: Means the date on which the agreement between the Service Provider and the Merchant is terminated.

Transaction: Means the acceptance of a Card or information embossed on the Card or used for an eWallet, for the payment of merchandise sold and/or leased and/or services provided to Cardholder by a Merchant. The term Transaction also includes credits, errors, returns and adjustments;

Transaction Fee: the fixed amount payable by the Merchant for each transaction processed on his behalf by the Service Provider and the acquiring Bank. The transaction fee is defined in the agreement;

UNLESS THE CONTEXT OTHERWISE REQUIRES
Words importing the singular include the plural and vice versa and words importing a gender include any gender

The words "including" and "include" shall mean including without limitation and include without limitation respectively

2.   PAYMENT SERVICES

2.1. The Service Provider will maintain an online payment gateway system ("the System") which may be used for the purpose of receiving and managing payments for goods and services. The Service Provider warrants that it possesses the necessary expertise and know-how to offer this service and that it undertakes to maintain this expertise and know-how updated to cope up with the industry best standards existing from time to time.

2.2. For the duration of the Agreement, the Service Provider will permit customers of the Merchant to submit an Electronic Commerce Transactions, via the Merchant's website (this includes merchant's app), to the System.

2.3. The Service Provider will provide sufficient security within the System in order to protect both Cardholder and Merchant private data. The Service Provider warrants that it possesses the necessary expertise and know-how to provide this security and undertakes to maintain this expertise and know-how and undertakes to maintain this expertise and know-how updated to cope up with the industry best standards existing from time to time.

2.4. Online confirmation of a payment Authorization to the Merchant by the Service Provider does not guarantee the Settlement of that transaction. The Bank and/or Service Provider shall be solely responsible for paying the remittance to the Merchant and for Payment Authorization and Settlement. The Bank and/or Service Provider accepts no liability to the Merchant for any losses, damages, costs or expense arising out of any failure to pay a remittance to the Merchant on the relevant due date.

2.5. The Bank and/or Service Provider reserves the right at any time to refuse or stop processing the transactions of any Merchant if the Bank and/or Service Provider finds or believes that such transactions pose unacceptable risk or are forbidden transactions. Depending on cases, The Service Provider may discuss the problem that originated the unacceptable risk with the Merchant, it being understood that the decision to refuse or stop processing said transactions belongs to the Bank and/or Service Provider at their sole discretion.

2.6. The Service Provider will not process any transaction for the Merchant if the Merchant reaches the Maximum Total Limit of transaction value for the period. This limit may be increased or decreased if agreed so between the Service Provider and the Bank.

3.   RISK COVERAGE

3.1 Bank and the Service Provider reserve the right to ask for a Rolling Reserve and/ or financial guarantees to be held by the Service Provider as a Merchant reserve equivalent to a percentage of the Merchant transaction volume as highlighted in Schedule 1 of this Agreement. The Rolling Reserve amount and/ or financial guarantees would be held from a certain point of time/date for a specific number of days to be defined by the Bank and/or the Service Provider.

3.2 The Rolling Reserve and/ or financial guarantees will be automatically adjusted against the Merchant daily payment settlement figures to maintain the reserve equivalent as highlighted in Schedule 1

3.3 The Service Provider and the Bank will use this Rolling Reserve and/ or financial guarantees of Merchant to settle any financial liability or amount enforced by the Card Association or a Law Enforcement Authority, that were charged due to any issue related to the Merchant, Merchant Website, or the Merchant Transactions. The service provider's right to hold funds as a Reserve, including the rolling reserve or any settlement on payment volume prior to termination date that we may hold as a reserve for the purpose of establishing, increasing or maintaining a satisfactory Reserve, shall survive the termination of this Agreement for a minimum period of 7 months or longer after the termination date, or the date of your last transaction depending on your product and business practices. Service Provider, may without notice to Merchant, apply funds held as Reserve against any outstanding amounts Merchant owes Service Provider under this agreement or any other agreement between Merchant and Service Provider. Service Provider may also utilize the Reserve to collect any amounts due to us including without limitation, rights of set-off and recoupment. Any balance that remains of the funds held as a Reserve will be returned to you unless the funds are subject to an investigation or from fraudulent transactions. Unless expressly agreed to in writing the funds held in Reserve will not bear interest.

4.   MERCHANT OBLIGATIONS

4.1. The Merchant warrants that it is duly incorporated, organized and/or established and is validly existing under the laws of the jurisdiction of its incorporation, organization or establishment as the case may be.

4.2. The Merchant warrants that it has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby.

4.3. The Merchant warrants that it possesses all requisite certificates, authorizations, permits and licenses for the performance of its obligations hereunder.

4.4. The Merchant shall maintain all applicable licenses, consents and permissions necessary to perform its obligations under this Agreement.

4.5. The Merchant shall comply with all the Service Provider's instructions and requirements that it may receive in relation to, or in connection with, this Agreement.

4.6. The Merchant acknowledges and understands the importance of compliance with the Card Association's security requirements, such as but not limited to those relating to transaction information, storage, disclosure and Fraud prevention. Ultimately, the Merchant must continue to meet all Card acceptance requirements applicable to the Merchant in the Card Association's operating regulations.

4.7. The Merchant shall provide at the time of applying for the service and whenever required during the duration of this Agreement, valid and genuine required information and documentation.

4.8. The Merchant shall supply to the Service Provider any necessary information required by the System to operate payment services for the Merchant.

4.9. The Merchant shall honor all applicable Cards authorized to be used on the payment gateway presented as a means of payment for Electronic Commerce Transactions by accepting these cards and, where relevant, by supplying goods, services or other facilities on the same terms (including price) as they are supplied for cash.

4.10. The Merchant shall not specify any minimum Electronic Commerce Transaction amount for acceptance of Cards.

4.11. The Merchant shall include for a single Authorization all items of goods and services purchased in a single sale in one total amount even in cases when the single sales transaction includes more than one item.

4.12. The Merchant shall maintain a compliant business and perform necessary controls on its clients' transactions to detect and prevent any illegal activities and at a minimum must comply with the below requirements:

   a.   do not knowingly submit any Transaction that is illegal;

   b.   submit valid Transactions, in order to ensure that the Service Provider can submit to the Bank records of valid Transactions submitted by a Merchant;

   c.   do not accept Cards for the purchase or trade of child abuse imagery or any other illegal goods or services, including but not limited to those determined by Card Association and as stated in Service Provider's guidelines from time to time;

   d.   do not in any way incorrectly identify the relevant good or service sold or in any way attempt to mislead the Service Provider, the Bank or the Card Association as regards the subject matter of each Transaction; and

   e.   do not deposit a transaction receipt that does not result from an act between the Cardholder and the Merchant;

   f.   do not engage in any conduct that could injure or could create a risk of injury to the Service Provider, the Bank or the Card Association, including injury to reputation, or that could adversely affect the integrity of the interchange system, to any Confidential Information as defined in this agreement and by the Card Association or both.

4.13. The Merchant shall inform the Service Provider in writing and in timely manner (within 3 working days or subsequently updated timeline) of any changes in ownership structure, authorized signatories, address, entity registered name or ''doing business as'' DBA name.

4.14. The Merchant shall only offer for sale items that are within their category of Merchant that was approved and assigned by the Service Provider. If any Merchant subsequently requires offering for sale goods and/or services outside of the agreed Merchant type, he must notify the Service Provider in writing at least 2 weeks prior to offering these products/services to customers so as to initiate the approval process for the different type of goods and/or services.

4.15. The Merchant shall inform the Service Provider in timely manner (within 3 working days or subsequently updated timeline) of any significant incidents such as, payment defaults, legal action, legal fines or any conduct that may injure or may create a risk of injury to the respective the Bank and/or the Service Provider and/or the Card Association, including injury to reputation, or that may adversely affect the integrity of the Bank and/or the Service Provider and/or the Card Association core payment systems, information, or both.

4.16. The Merchant shall notify the Service Provider in writing of any dispute with the Cardholder within 48 working hours of the dispute date.

4.17. The Merchant agrees to receive information from the Service Provider regarding its Services.

4.18. If required, the Merchant warrants that it will comply with all PCI DSS obligations and or requirements and other fraud protection policies as may be approved or required by the Card Association from time to time and shall provide the Service Provider with immediate notification of any breach or failure to comply therewith.

4.19. The Merchant shall clearly display on its website such information provided from time to time by the Service Provider to indicate that the Service Provider accepts and processes transactions on behalf of the Merchant.

4.20. The Merchant shall promptly supply the Bank and/or the Service Provider and/or the Card Association with any information and documentation upon request and in the relevant format as specified.

4.21. The Merchant authorizes the Bank and the Service Provider and the Card Association to contact him and conduct an onsite or offsite investigation of the Merchant at any time whether at the time or after this Agreement is signed, to investigate the Merchant's compliance with Card Association's Rules and/or the Service Provider requirements. The Merchant must fully cooperate with the investigation until completed and take necessary remedial actions as requested, when and as required.

4.22. The Merchant acknowledges and accepts that the Bank and the Service Provider reserve the right to review the performance of the Merchant at any time. In the event that the Merchant has not been fully compliant with terms of this Agreement or due to changes in the Merchant's risk profile, Bank and/or the Service Provider has the right either to take any appropriate remedial action such as but not limited to: close the account of the designated Merchant or increase the Rolling Reserve percentage and/ or change the settlement period.

4.23. The Merchant acknowledges and accepts that the Merchant shall transmit to the Service Provider all the information it needs to perform its services under this Agreement, the minimum documents being the completed application form and those documents specified in the application form. The Service Provider or the Bank may request additional documents related to the Merchant at any time and reserves the right to accept or refuse any Application.

4.24. The Merchant shall keep copies of all the Merchant's books, sales records, and other required papers relating to transactions as applicable, for the period of time and manner as required by applicable laws and regulations, but in no event for less than 3 years from the date of the Electronic Commerce Transaction, regardless of the expiry or early termination of this Agreement.

4.25. The Merchant shall not request or use any Card or Cardholder information for any purpose that it believes, knows or should have known to be fraudulent or in violation of privacy policies, procedures or guidelines communicated by the Service Provider, data protection standards and laws and any applicable rules and regulations.

4.26. The Merchant shall not sell, purchase, provide, or exchange any Card or Cardholder information in any form to any third party other than passing this information in the appropriate manner to the Service Provider or the Bank or any authorized persons, or pursuant to an official court order or upon a valid law enforcement agency request. If required, the Merchant shall record and keep this information in a secured manner to prevent unauthorized access to or unauthorized disclosure of this confidential information. The Merchant shall destroy this information, in an appropriate manner and within the legally required period.

4.27. The Merchant shall not add any tax or surcharges to Electronic Commerce Transactions unless the applicable law requires that the Merchant impose a surcharge. Any surcharge amount as required by the applicable law, must be included in the Electronic Commerce Transaction amount and may be not be collected separately.

4.28. The Merchant shall not use any Transaction data for any other purpose except for determining whether or not the Merchant should accept Cards in connection with a current sale of goods or services.

4.29. The Merchant shall not make any cash refund to a Cardholder who has made a purchase with a Card. All credits will be issued to the same Card used for such purchase.

4.30. Merchants with a gaming/ lottery activity should post a notice on their websites stating that this activity may be illegal as per local regulations of the end user and should not deposit a credit transaction to disburse winnings to Cardholders.

4.31. Merchants offering Tobacco and drugstore products are aware of the following:
   a.   violation of the US law and that the sale of tobacco products to consumers in the US could result in the products being confiscated by US law enforcement authorities;

   b.   they should obtain a written opinion from independent, reputable, and qualified U.S. legal counsel stating that the Merchant's activity fully complies with all laws applicable to the Card Associations, the Merchant, the issuer, the acquirer, and any prospective customer of the Merchant.

4.32. The Merchant shall comply with all applicable laws, rules, regulations, ordinances, and instructions including but not limited to the Anti money laundering regulations in the jurisdictions where the Merchant is located and operates. The Merchant shall comply with all rules and procedures governing this Agreement, and any other procedure or guidelines which may be supplied by the Service Provider from time to time. The Merchant shall comply with all applicable Card Association operating regulations, instructions, manuals and guidelines. The Service Provider may issue amendments in connection with these laws, rules, regulations, ordinances, instructions and the Card Association's operating regulations, instructions, manuals and guidelines. Such amendments shall become an integral part of this Agreement when communicated appropriately and the Merchant undertakes to comply with such amendments as the earlier of it becomes aware of it or being notified of such amendments.

4.33. The Merchant must not under any circumstances, do business in any countries, entities or individuals designated by the US Government as a country, entity or individual with which it is prohibited to do business including, without limitation, any country, entity individual (and is not owned or controlled by a prohibited country, entity or individual) or individual on the Office of Foreign Assets Control of the US Department of Treasury List ("**OFAC List**") or any entities or individuals which are owned or controlled by any countries, entities or individuals on the OFAC List, as amended from time to time.

4.34 The Bank and or the Service Provider will immediately terminate this Agreement in the event the Merchant becomes a resident or commences to do business in any prohibited country or is listed on or becomes owned or controlled by a prohibited country, entity or individual.

5.   **MERCHANT WEBSITE**

5.1. The Merchant shall maintain a compliant website that fulfils at a minimum the following requirements:

   a.   Display the appropriate Visa and MasterCard Owned Marks in correct colour to indicate which Cards are accepted for payment on their Websites. The Marks should be displayed in accordance with the Visa and MasterCard International Operating regulations;

   b.   complete description of the goods or services offered for sale by that Merchant on its website;

   c.   a return/refund policy's terms and conditions must be specified by the Merchant;

   d.   service contact, including electronic mail address or telephone number;

   e.   address of the permanent establishment within the UAE;

   f.   transaction currency in which the purchase will be made in;

   g.   any export restrictions, if applicable;

h.   a delivery policy's terms and conditions must be specified and accepted by the Service Provider;

i.   disclosure of the country in which the Merchant outlet is located at the time of presenting payment options to the Cardholder;

j.   a consumer's data privacy policy's terms and conditions must be specified and accepted by the Service Provider;

k.   security capabilities and policy for transmission of payment card details. Merchant shall fulfil the PCI DSS requirements on card security when required by the Service Provider;

l.   Merchant name displayed on the Website matches the Merchant description.

5.2. In the event that the Cardholder is carrying out the Electronic Commerce Transaction on the Merchant's website, the Merchant shall ensure that the Cardholder enters the following information for each Electronic Commerce Transaction made:
a.   The Cardholder Name;
b.   The full Card number;
c.   The date of expiry of the Card;
d.   CVV/CVC codes – except for Recurring Electronic Commerce Transactions;
e.   The billing address of the Cardholder;
f.   The shipping address to which purchased goods are sent and/or purchased services are received.

5.3. The Merchant shall not request any information from the Cardholder other than the information required to complete the purchase in accordance with Card Associations rules and the Service Provider requirements.

5.4. The Merchant shall display the brand Mark "MasterCard SecureCode" and "Verified by Visa" as specified by the Bank and/or the Service Provider to inform Cardholders that they are transacting at a recognized and secure website.

5.5. The Service Provider may require any changes to the Merchant website or otherwise that it deems necessary or appropriate to ensure that the Merchant remains in compliance with the Card Association standards governing the use of the Marks.

5.6. The Merchant acknowledges and agrees:

a.   that the Card Association is the sole and exclusive owner of the Marks;

b.   not to contest the ownership of the Marks for any reason; and

c.   the Card Association may at any time, immediately and without advance notice, prohibit the Merchant from using any of the Marks for any reason.

6.   SERVICE PROVIDER OBLIGATIONS

6.1. The Service Provider has been duly incorporated and validly exists under the laws of the jurisdiction of its incorporation.

6.2. The Service Provider will, in executing the Payment Services, comply with all relevant laws and regulations.

6.3. The Service Provider will, in executing the Payment Services, comply with all relevant Acquiring Bank and/or Card Association requirements.

6.4. The Service Provider will, in executing the Payment Services, comply with PCI DSS standards.

6.5 The Service Provider warrants that the use of the System by the Merchant will not render the latter or the Bank to have violated any laws and regulations, or infringe any rights of third person.

6.6 The Service Provider warrants that it is a skilled professional and is fully qualified to produce the services in full compliance with the terms and conditions of this Agreement and recognized norms and standards of practice.

6.7 The Service Provider shall use all reasonable effort, based on its professional experience, acumen, and utmost efforts,

and resources to provide the Merchant with the services required in this Agreement.

6.8. The Service Provider will pay to the Merchant the amount(s) of all Electronic Commerce Transactions effected and presented in accordance with the terms of this Agreement and cleared with the Cards Association, after deducting all charges and fees due to the Bank and the Service Provider as set out in Schedule 1 under this Agreement and amount related to chargebacks, fines and penalties imposed by the Card Association and after the settlement period withholding the Rolling Reserve percentage by crediting the Merchant bank account mentioned in Schedule 1 in this Agreement.

6.9. The Service Provider shall keep in confidence the information and documents supplied by the Merchant to the former pursuant to this Agreement.

7. FEES

7.1   The Merchant shall pay the accrued Fees as set out in Schedule 1 until the date of termination of the Agreement.

7.2. The Service Provider will begin charging fees as set out in Schedule 1 from the day of notification to the merchant that their account has been approved and is ready to be enabled to process transactions from live credit and debit cards. The Merchant acknowledges, agrees and authorizes the Service Provider to debit their credit card for 'Monthly Fees' based on Fees detailed in Schedule 1 in the event that the balance in the Merchant's Telr Account is less than the Monthly Fees payable on the date fees are payable. The Merchant agrees to and grants authority to the Service Provider to use the details of the credit card used by them for payment of the Verification Fee of AED 1.00 for collecting such dues as above. The Merchant further acknowledges and agrees that only the first transaction for paying the Verification Fee would be 3D secure protected and any further transactions on their card for collection of fees as mentioned above would not be 3D secure protected. The merchant waives their right to dispute any such charge towards fees as above to their card by the Service Provider and agrees to keep the Service Provider fully indemnified from and against any such disputes.

7.3. The Merchant acknowledges, agrees and authorizes the Bank on behalf of the Service Provider to recover the Fees by deducting the amount from the Merchant's account held at the Bank.

7.4.   The Service Provider may, from time to time, amend the Fees detailed in Schedule 1 due to changes in costs imposed by its suppliers. The Merchant will be notified of any changes to Fees by email to the designated merchant contact.

7.5 All fees and charges are exclusive of VAT and other taxes/ levies applicable, if any. Merchant shall bear and be responsible and liable for the payment of all relevant taxes, duties, levies, cess, surcharge, or any other charges made by it's customer under this Agreement.

8. CHARGEBACKS

8.1. The Service Provider may withhold or debit payment to the Merchant in relation to an Electronic Commerce Transaction, or having credited the Merchant's account, may charge back the amount to the Merchant's account, in any of the following circumstances:

  a.   authorization for an Electronic Commerce Transaction is not obtained in accordance with terms set out in this Agreement;

  b.   card transaction data is issued or presented in breach of this Agreement, which may include any additional guidelines supplied to the Merchant from time to time;

  c.   the Merchant fails to produce at the Service Provider and/or the Bank request, a Sales Record;

  d.   the Merchant's account is credited more than once for the same Electronic Commerce Transaction;

  e.   the Electronic Commerce Transaction has not been authorized or recognized by the Cardholder;

  f.   the Merchant has processed a fictitious Electronic Commerce Transaction, or has otherwise defrauded or attempted to defraud the Service Provider, the Bank or the Cardholder;

  g.   the Merchant has participated in the sales of prohibited products and/or services as referred to in Section 9 of this

Agreement;

h. the Merchant has failed to comply with the terms of this Agreement or is otherwise in breach of any rule, regulation, instruction, procedures or guidelines issued pursuant to this Agreement;

i. the Electronic Commerce Transaction is in the Service Provider's and/or the Bank's sole opinion, a suspicious Electronic Commerce Transaction;

j. the Merchant has failed to deliver within the specified time frame the goods or services purchased or the goods received by the Cardholder have been damaged;

k. if an Electronic Commerce Transaction is authorized but does not meet the specification of a 3DSecure transaction where applicable and the Cardholder refuses to accept the Electronic Commerce Transaction for such reason;

l. the Electronic Commerce Transaction is for any reason illegal, null or invalid; and

m. any other valid reason as defined by the Card Associations rules such as but not limited to:
    - Any charge/debit on a Card which is a suspect charge/debit or is thought to be irregular or fraudulent in nature;

    - Any charge/debit on a Card for a Product in an amount in excess of the price of that Product stated on the Website concerned;

    - Any charge/debit on a Card for a Product which remains undelivered after the time for delivery stipulated on the Website concerned;

    - Any charge/debit on a Card arising out of any hacking, breach of security or encryption (if any) due to the manner in which the Merchant handled Card account Information, Cardholder or transaction details;
    - Any transaction made through a card outside the territory authorized for the use of the card;

    - The goods and/or services covered by the transaction are rejected or returned or the transaction or part thereof, is validly cancelled or terminated by a Cardholder or if the Merchant fails to provide at all or to the Cardholder's satisfaction, goods and/or services to-the Cardholder;

    - The Cardholder disputes the nature, quality or quantity of the goods and/or services covered by the transaction;

    - The Cardholder disputes or denies the transaction or the sale or delivery of goods and/or provision of services covered by the transaction with reasons;

    - Transaction is posted more than once to Card Holder's account;

8.2. In addition to any costs incurred by the Service Provider in withholding payment or charging back payment, the Merchant also agrees to pay all penalties and fines imposed upon the Service Provider by the Bank and/or Card Associations due to non-compliance by the Merchant with such standard terms or regulations.

8.3. Merchant must respond to a retrieval request as soon as possible, not later than the number of days as specified by the international Card Associations' rules. Any Merchant's dispute in relation to a debited transaction following a Chargeback, must be made in writing and within the number of days as specified by the international Card associations' rules. Merchant will lose his right to represent a transaction, if the dispute is not completed in accordance with the conditions described in this Clause.

9. **PROHIBITED TRANSACTIONS**

9.1. The Merchant acknowledges that it does not accept, perform or acquire any Electronic Commerce Transaction that:

a. is illegal or anything that:

b. may damage the goodwill or the public image of the Service Provider, the Bank, MasterCard International and Visa International, or reflect negatively on the Service Provider, the Bank or the Card Association Brand.

9.2. The Service Provider considers any of the following activities to be prohibited (by way of example and not limitation):

    a.   penalties of any kind, damages, losses or any other costs that are beyond the total sale price or any other amounts for which a Cardholder has not specifically authorized;

    b.   sales made under a different trade name or business affiliation than that indicated on the signature page hereof, or otherwise approved by the Service Provider in writing;

    c.   any transaction related to child trading and pornography, adult entertainment, or any forbidden good or product;

    d.   disrespect of proper conduct, in particular human dignity and human rights (positively excluding any manifestation of racism or incitement to racial hatred, any invasion of privacy or attack on a person's reputation or not ensuring efforts to protect minors);

    e.   disrespect of the law and order, positively excluding any unlawful trading transactions, any act of soliciting, any terrorist activity or any incitement of prostitution;

9.3. In case where any Merchant is non-compliant with any of the conduct and good practice requirements including and not limited to any of the undertakings provided for in the above clauses, The Service Provider reserves the right to stop or suspend access to the payment server immediately, notwithstanding the right to claim damages for any moral or material loses or costs.

10. PCI-DSS COMPLAINCE

10.1. If applicable, the Merchant hereby undertakes that it shall notify the Service Provider immediately in writing if any of its payment applications are not compliant with the PCI-DSS requirements and any related matters that have been validated by the PCI SSC.

10.2. The Merchant acknowledges and agrees that it shall be liable for all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Service Provider and/or the Bank and arising from the Merchant's failure to comply with any of the requirements under the PCI-DSS and/or any fraud which may arise out of non-compliance with the above provisions of Clause 10.1.

11. DURATION

This Agreement shall commence on the effective date and shall remain in force unless terminated in accordance with clause 17.

12. CONFIDENTIALITY

12.1. Each party acknowledges and agrees that it may have access to Confidential Information and that it shall not use the Confidential Information other than for the purpose of providing the Services.

12.2. Unless expressly provided under this Agreement or required by law or regulation neither party shall disclose any Confidential Information to any third party without the prior written consent of the other party.

12.3. The Merchant shall not, without the prior consent of the Service Provider or the Bank, advertise or publicly announce it is providing or has provided services to the Service Provider, or otherwise identify the Service Provider in the Merchant's marketing and publicity activities.

12.4. The Merchant shall be fully liable and indemnify and hold the Service Provider and the Bank harmless against all losses, damages, costs and expenses incurred or suffered as a result of a failure by the Merchant to comply with the terms of this agreement.

12.5. All information concerning the Cardholder and the Card so obtained by the Merchant and/or the Service Provider shall be maintained by both parties in a reasonably secured manner with limited access to selected personnel until discarding and must be destroyed in a manner that will render the data unreadable.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. The system, procedures, guidelines and any other materials, remain the proprietary of the Service Provider.

13.2. The merchant shall not use the Service Provider and/or the Bank name style and any registered trademarks or trade names of the Service Provider and/or the Bank which shall remain the property of the Service Provider and/or the Bank unless the merchant obtains a written authorization from the Service Provider and/or the Bank.

14. USAGE OF THE SYSTEM & SOFTWARE

14.1. The Merchant must:

a. use the provided Service Provider and Card Association systems and software in accordance with the documentation;

b. only use the provided Service Provider and Card Association systems and software for its own internal requirements at the site; and

c. not use the provided Service Provider and Card Association systems and software to process the data of any other person.

In particular, without limiting the foregoing, the Merchant must not represent, permit, or allow any other person to utilize the systems and software in the operation of its business.

14.2. the Merchant must not, and must not permit or otherwise allow a third person to, copy or otherwise reproduce or to use, distribute, lease, rent, loan, sell, mortgage, grant a sub-license of, transfer or reproduce the provided Service Provider and Card Association systems and software or documentation.

14.3. Merchant must not harmfully use, cause or permit harmful use of, or use the provided Service Provider and Card Association systems and software in a way that creates an unreasonable or unwarranted interference with the business operations of the Services.

14.4. On expiration or termination of the software license for any reason, the Merchant will lose all rights under this software license, must immediately and securely destroy or return the software and documentation and all copies thereof supplied under this license. The Merchant must procure one of its officers to certify by statutory declaration that all copies of the software and documentation have been destroyed or returned as required under this
Agreement.

14.5. The Merchant shall not, vary, alter or remove any copyright, trade mark or other protective notice in the provided Service Provider and Card Association systems and software or sample software.

14.6 The Service Provider will provide the Merchant with online documentation to enable the Merchant to integrate the provided payment system into their website.

14.7 The Merchant shall not:
a. reverse engineer, decompile or disassemble the provided Service Provider and Card Association systems and software or sample software except to the extent permitted by law;

b. separate or alter any of the provided Service Provider and Card Association systems and software or sample software component parts;

c. copy or otherwise reproduce or to use, distribute, lease, rent, loan, sell, mortgage, grant a sub-licence of, transfer or reproduce the provided Service Provider and Card Association systems and software or sample software or any related documentation;

d. harmfully use, cause or permit harmful use of the provided Service Provider and Card Association systems and software or sample software in a way that creates an unreasonable or unwarranted interference with the related Processing Services;

e. use the provided Service Provider and Card Association systems and software or sample software at any site located in any country designated by the US as a country with which it is prohibited to do business including, without limitation, any country on the OFAC List; or

f. export, resell or otherwise transfer the provided Service Provider and Card Association systems and software or sample software to any countries, entities or individuals designated by the US as a country, entity or individual with which it is prohibited to do business including, without limitation, any country, entity or individual on the

OFAC List or any entities or individuals which are owned or controlled by any countries, entities or individuals on the OFAC List, as amended from time to time.

14.8. The Merchant shall not, use any part of the provided Service Provider and Card Association systems and software or any part of any related documentation except as expressly authorized by this Agreement.

14.9. The Merchant shall not, vary, alter or remove any copyright, trade mark or other protective notice in the provided Service Provider and Card Association systems and software and/or the Example Code.

14.10. Documentation may not be copied or used by the Merchant except to assist in the normal use of the software pursuant to the Licence. The Merchant is not permitted to copy or use the documentation for any other reason whatever.

14.11. Example Code is provided to illustrate aspects of the software. The Merchant acknowledges that the Example Code is not designed to demonstrate complete functionality of the software, and must not be used by the Merchant for production purposes.

14.12. A breach of this section, without limiting any other rights of the Service Provider, Card Association or Owner of any provided software, will result in the automatic termination of the software license (without the need for notice to be given) and entitle Service Provider to equitable relief (including injunctive relief) and any other legal action against the Merchant.

15. LIABILITY

15.1. The Service Provider will endeavor to provide an uninterrupted, error-free service.

15.2. However, the Service Provider does not guarantee that operation of the system will be uninterrupted and error-free. In such a case, the Service Provider shall exert all its efforts to limit said interruption.

15.3. In the event that the Service Provider becomes liable for loss or damage as a result of breach of any provision in this Agreement, the Service Provider's liability shall be limited to the amount of the transaction charges applied to any affected transactions unless the Service Provider committed fraud, misrepresentation, negligence or misconduct.

15.4. Any action against the Service Provider must be brought within the prescribed period provided by applicable laws.

15.5. Any unintentional and minor errors in the Service Provider's external communications with the Merchant, either by the Service Provider's website, the system or other forms of communication, shall be subject to correction without liability on the part of the Service Provider. In such a case, such error should be immediately rectified by the Service Provider.

16. FORCE MAJEURE

16.1. Neither the Bank, the Service Provider nor the Merchant shall be liable to each other in any way in respect of anything which may constitute breach of the Agreement if said breach arises by reason of force majeure, namely, an extraordinary event or circumstance that is beyond the reasonable control of the affected party.

17. TERMINATION

17.1. Either party has the right to terminate the Agreement in the event of any of the following occurring:
   a. if the party breaches any term or condition of the Agreement;

   b. if the party enters liquidation or if a petition is presented for the party's administrative liquidation;

   c. if the Service Provider and/or the Bank has reasonable and justifiable concerns about the Merchant's financial position; and

   d. If the Merchant's account with the Bank is closed for any reason whatsoever

   e. If either party's ability to carry out its obligations under this Agreement is prevented or substantially interfered with by any regulation, law, decree or any act of state or other governmental action or by if the other party is refused or has revoked any official or regulatory license, authorization or permission necessary for the performance of its obligations under this Agreement.

17.2. At its own option and for its own convenience, the Merchant has the right to terminate this Agreement wholly or partially subject to one month prior written to the Service Provider.

17.3. The Bank and/or Service Provider has the right to immediately and without prior notice to the Merchant, terminate this Agreement after the occurrence of any of the following events:

   a.   if the Merchant breaches any term or condition of this Agreement;

   b.   the Merchant ceasing to carry on a material part of its business at any time or disposing of all its assets or a substantial party of its assets;

   c.   a change of control of the Merchant; and

   d.   commits an act of misconduct;

17.4. The Service Provider has the right to terminate this Agreement with one month prior written notice to the Merchant without any obligation or liability whatsoever.

17.5. This agreement automatically and immediately terminates if the Card Association de-registers the Service Provider or if the Bank ceases to be a customer of the Card Association for any reason or if the Bank fails to have a valid License with the Card Association to use any Mark accepted by the Merchant.

17.6. In the event, this Agreement is terminated by the Service Provider pursuant to this Section of the Agreement all actual costs, expenses and arrears of charges that have resulted from the Merchant's use of the system will be payable to the Service Provider, subject to the presentation of sufficient proof.

17.7. In the event that after termination of the Agreement by either party, the Merchant requests a resumption of payment services, a resumption fee may be levied by the Service Provider.

17.8. On termination of this Agreement the Merchant shall immediately return to the Service Provider at the Merchant's expense all relevant documents, materials and copies thereof in hard or electronic format, relating to any Card or Cardholder together with written confirmation that it has complied with all of its obligations under this clause.

17.9. The Service Provider shall be entitled to all of the Merchant's outstanding fees set out in Schedule 1 for Electronic Commerce Transaction completed up to the date of the termination.

17.10. The accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages for any breach of the Agreement which existed at or before the date of termination.

17.11. Any reserve or settlement on volume processed prior to termination date will be processed according to the terms of this Agreement.

17.12. Where applicable, the obligations set forth on the Merchant in this agreement shall survive even after the expiration or earlier termination of this Addendum.

18.   LIMITATION OF LIABILITY

18.1. The Service Provider and/or the Bank shall in no way be liable to the Merchant or the Cardholder in case of any dispute arising between them, including, without limitation, any claim or dispute arising between them regarding exchange or return of goods.

18.2. The Service Provider and/or the Bank shall in no way be liable to the Merchant or the Cardholder in case of any dispute arising between them, including, without limitation, in relation to the failure of processing an Electronic Commerce Transaction.

18.3. The Merchant shall be liable to reimburse the Service Provider, either during the tenure of the Agreement or after the termination of this Agreement, for any disputed amount for a period of 36 months from the date of the relevant Electronic Commerce Transaction.

18.4. The Merchant shall indemnify and hold The Service Provider and/or the Bank and its directors, officers, employees and agents harmless from and against any and all loss, liability, cost, damage and expense (including reasonable legal and

accounting fees and expenses) to which the Service Provider and its directors, officers, employees and agents may be subjected or which it or they may incur in connection with:

a. any act or omission of the Merchant which leads in any way to damage to the Service Provider, the Bank and the Card Association brand image and/or reputation;

b. any breach of the Merchant obligations under this Agreement;

c. any claims which arise from or out of or as the result of the wilful misconduct or negligent acts or omissions of the Merchant, its directors, officers, employees, agents and affiliates, in the performance of their duties and obligations under this Agreement; and

d. any claims by third parties that are in any way related the Service Provider reliance on the Merchant providing Cardholder, transaction and payment information.

18.5. The Merchant will maintain for the term of this Agreement such insurance, at its own expense, as will fully protect it from any and all professional claims, claims under any applicable employer's liability or employee compensation laws and all other claims of whatsoever kind or nature for damage to property or for personal injury (including death) made by anyone whomsoever, that may arise from operations carried on under this Agreement.

18.6. The Merchant agrees to release, hold harmless and indemnify the Service Provider, Bank and Card Association to the maximum extent permitted by law from and against any liability whatever (including loss of profits, loss of revenue, loss of data, loss of opportunity, all forms of economic loss, negligence and tax) however arising in connection with its use, misuse or harmful use of provided system and software, the Documentation (whether or not that use is in accordance with a software Licence) or the Processing Services.

18.7. The Merchant agrees and undertakes to fully reimburse the Service Provider and/or the Bank against any and all chargebacks arising from customer disputed transactions, as described in sections 8 and 9 of this agreement and processed by the Service Provider and the Bank and fully protect, defend, hold harmless and keep the Service Provider and the Bank fully indemnified from and against any and all claims, damages, losses, liabilities, obligations, actions, causes of actions, judgments, suits, demands, penalties, charges, costs, expenses and disbursements of any kind or nature whatsoever and howsoever rising which the Service Provider and the Bank may suffer, sustain, incur or be liable for directly or indirectly, in consequence of / as a result of the transactions processed by the Service Provider and the Bank.

19. ASSIGNMENT

19.1. Neither the Service Provider nor the Merchant may assign any of its rights under this Agreement to a third party without prior written consent of the other party.

19.2. Neither the Service Provider nor the Merchant may assign any of its obligations under this Agreement to a third party without prior written consent of the other party.

20. WAIVER AND SERVERABILITY

20.1. Failure by either the Service Provider or the Merchant to enforce any of the provisions of the Agreement shall not constitute a waiver of that party's rights nor in any way affect the validity of the whole or any part of the Agreement.

20.2. In the event that any of the provisions contained in this Agreement shall be deemed to be unlawful or unenforceable then that provision shall be severed from the remaining provisions which will remain to be valid.

21. ENTIRE AGREEMENT

21.1. This Agreement represents the entire agreement between the Service Provider and the Merchant in relation to its subject matter. Any prior agreements are superseded by this Agreement. No modification of any of the provisions of this Agreement are permitted without written acceptance of both parties.

21.2. In the event of any inconsistency between any provision of this agreement and the Card Association regulations, unless required by any applicable law, the Card Association regulations will govern.

22. PARTIAL INVALIDITY

22.1. If, at any time, any provision of this Agreement is or become illegal, invalid or unenforceable in any respect, neither the legality, validity or enforceability of the remaining provisions will in any way be affected or impaired.

23. GOVERNING LAW

23.1. These terms and conditions will be governed by and construed in accordance with Country laws, and any disputes relating to these terms and conditions will be subject to the jurisdiction of the courts of United Arab Emirates.

Signed On behalf of The Service Provider	Signed On behalf of The Merchant	
Company Name: Innovate Technologies FZCO	Company Name:	
Auth Person Name: Sarvesh Sinha	Auth Person Name I:	Auth Person Name II:
Title:	Title:	Title:
Signature:	Signature:	Signature:
Date:	Date:	
Seal	Seal	

Schedule 1

Merchant Information Form	
Merchant Name	
Commercial Name	
Authorized Signatory – Owner	
Nature of Business	
Website address	
Payment to Account Number	
Bank Name	
Branch	
IBAN	
SWIFT	
Settlement Currency	AED
Accepted Online Payment Currency	AED ☐ USD ☐ Other Currency: _____
Mailing Address	
Business Address	
Contact Person	
Contact Landline	
Contact Mobile	
Contact Email Address	

I, ------------------------------, authorized signatory of, --------------------------------- hereby confirm that the information provided in this schedule is correct, accurate including the bank account details, and that the bank account is owned by the Merchant under the name listed on the Trade License.

Date:

Name:

Signature:

Stamp: