



Dated

THAWANI TECHNOLOGIES LLC

And

MERCHANT NAME :

CR NUMBER :

**MERCHANT TERMS AND
CONDITIONS**

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INTRODUCTION

This document sets out your Merchant Terms and Conditions. In these Merchant Terms and Conditions, the capitalised words and phrases have the meanings shown next to them in Section H, unless we say otherwise.

SECTION A - WHO ARE THE PARTIES TO THIS AGREEMENT?

This Agreement is between:

- (1) **Thawani Technologies LLC** (and **we, us** and **our** in this Agreement means Thawani Technologies LLC or any other Person we may transfer or assign our rights or obligations to under this Agreement), and
- (2) **You** being the Person shown as the business in the 'Merchant details' section of the Merchant Application Form attached hereto as Appendix 1 and, unless the context requires otherwise, includes your employees, staff, agents, subcontractors or, if you are an individual, anyone acting on your behalf as well as your personal representatives after your death (and **your** shall be interpreted accordingly).

SECTION B - WHEN WILL YOUR AGREEMENT BECOME EFFECTIVE?

1 Provision of Services

1.1 Subject to conditions 1.2 and 1.3 below, this Agreement will become effective when you sign it.

1.2 We will provide you with the Services when we are satisfied with:

- (a) the information you provide so that we can comply with our Account opening, 'Know Your Customer' (KYC) and customer identity requirements;
- (b) a credit assessment which we (or a third party engaged by us) will carry out on your business;
- (c) any financial security that we notify you we require pursuant to condition 17 of this Agreement; and
- (d) your business meeting the merchant acceptance criteria which we (or a third party engaged by us) apply to your business.

1.3 We will provide you with the Services in accordance with this Agreement on the earlier of us:

- (a) notifying you that we are satisfied that our acceptance criteria have been met; or
- (b) allowing you to accept a Payment using the Acquiring Services.

SECTION C - HOW YOU TAKE PAYMENTS AND HOW WE WILL PROCESS THEM

2 What we do

We will provide you the Acquiring Services and other Additional Service(s) under the terms and conditions of this Agreement.

3 The Acquiring Services

3.1 When providing you with the Acquiring Services, we will:

- (a) at the time of the purchase by an Account Holder of goods and/or services from you, confirm with the relevant Card Issuer that the Card may be used for the Payment, has not been blocked for any reason and that there are sufficient funds available in the Account connected to the Card for Payment (**Authorisation**);
- (b) transmit a Payment order in relation to the Payment to a Card Scheme, for onward transmission to a Card Issuer, to enable the earmarking of funds by a Card Issuer in a Cardholder's Account for Settlement. This will be processed in accordance with the relevant Scheme Rules (including time limits for transmission of Payment orders). Once a Payment order has been received by the Card Issuer it is not possible for it to be revoked;
- (c) settle the Payment in accordance with this Agreement by paying you the value of the Payment as set out in the Transaction Data and as determined by the relevant Card Scheme (**Settlement**); and
- (d) process any Refunds or Chargebacks in accordance with this Agreement.

4 What you do

4.1 When using the Acquiring Services and other Additional Service(s), you must:

- (a) ensure that you use any hardware, software and systems required by us and that your own internet connectivity and payment infrastructure are adequate to support the Services;
- (b) not set any minimum limit or maximum limit on Payment values (including on any Card Payments);
- (c) not add or collect any VAT or other taxes unless these are lawful and collected as part of the total transaction amount;
- (d) comply with all relevant legal and regulatory requirements regarding surcharging;
- (e) keep the original receipt and copies of a Payment in an accessible place for the timeframe we advise to you (including in any Merchant Operating Instructions);
- (f) ensure that the Account Holder's security credentials (such as the personalised features provided by his/her Card Issuer for the purposes of authentication) and any authentication code used to authorise the Payment, are kept confidential and are not visible to you or any Affiliate at any stage of the Payment;
- (g) honour, without discrimination, all valid Payments when properly presented by a bona fide Account Holder for a bona fide transaction;
- (h) not establish procedures that discourage or discriminate against the use of the Services;
- (i) unless permitted under the Scheme Rules and required by us, not (except where necessary to process a Cardholder-not-present Payment) require an Account Holder to provide any personal data to you as part of a Payment, such as a home or business address or telephone number, or a driver's license or other proof of identification as a condition of honouring the Payment;
- (j) not hold out to any customer that we endorse your goods or services.

- 4.2 You must also comply with:
- (a) the Scheme Rules;
 - (b) any applicable Additional Service Conditions;
 - (c) all Applicable Law, including those requirements that apply to the sale of goods and/or services by you;
 - (d) any Merchant Operating Instructions;
 - (e) the operating rules of the automated clearing house (**ACH**) system in effect from time to time; and
 - (f) your obligations relating to the sale or supply of goods and/or services by you to Account Holders.

5 Recurring Transactions

- 5.1 You may only process Recurring Transactions if we make this service available and we specifically allow you to do so and, then only in accordance with the Merchant Operating Instructions and any other requirements we tell you about.
- 5.2 If we tell you that you are allowed to process Recurring Transactions, you will obtain the Cardholder's written authority for periodic Card Payments to be charged to them in the amounts due to you.
- 5.3 If an Account Holder decides to cancel a Recurring Transaction, we will notify you of such cancellation as soon as reasonably practicable. We will not be liable to you for any cancellation of a Recurring Transaction by an Account Holder.
- 5.4 Offering and accepting Recurring Transactions is at your own risk. Any Recurring Transaction which does not comply with the relevant Merchant Operating Instructions or such other requirements as we may impose and which is disputed by the Account Holder and/or Card Issuer (if applicable) may result in a Chargeback in accordance with condition 15.

6 Pre-authorized Orders

You may only offer Pre-authorized Orders if we specifically allow you to do so and then only in accordance with the Merchant Operating Instructions, and any other requirements we tell you about.

7 Deferred Supply Transactions

- 7.1 You may only process Deferred Supply Transactions if we have given you permission to do so and, then only in accordance with the Merchant Operating Instructions and any other requirements as we may impose.
- 7.2 If we allow you to process Deferred Supply Transactions and you have not supplied the relevant goods and/or services within the period agreed with the Account Holder (or within any maximum period we may impose), then you must provide a Refund to the Account Holder in accordance with condition 10 and advise the Account Holder that you have done so.

8 Purchase with Cashback

You may only offer Purchase with Cashback if we have given you permission to do so and then only in accordance with the Merchant Operating Instructions, and any other requirements we tell you about.

9 Cardholder-not-present Payments

You may only accept or process Cardholder-not-present Payments if we specifically allow you to do so and then only in accordance with the Merchant Operating Instructions and any other requirements we may impose.

10 Refunds

- 10.1 You must develop, maintain and make available to all Account Holders a fair and reasonable Refund policy for the return of goods and/or services, which complies with Applicable Law. You must ensure that all Refunds are processed by you in accordance with such Refund policy.
- 10.2 You must process all Refunds in accordance with this Agreement and any relevant Merchant Operating Instructions and in any event no later than three Banking Days from the occurrence of the relevant return, cancellation or adjustment.
- 10.3 Any Refund must be made on the same Account or Card as was used for the original Payment. You will not give a cash Refund to the Account Holder and you will not accept cash or other incentive for making a Refund to an Account Holder.
- 10.4 You will be solely responsible for making sure that the amount of any Refund does not exceed the amount of the original Payment and you will be liable for any errors or failures when processing Refunds (including for processing Refunds when there is no original Payment or for issuing any Refund that is not equivalent to the original Payment).
- 10.5 We may refuse to execute a Refund if it does not meet the requirements of this Agreement or is prohibited by Applicable Law. Where possible, we will inform you if we cannot execute the Refund and provide reasons for such refusal.
- 10.6 You shall not be entitled to any Refund of any of the fees or charges associated with the transaction that you may have paid to us in order to process the transaction.

11 Settlement

- 11.1 Once we have collected the relevant Transaction Data, we will, subject to condition 11.3, initiate the Remittance of a Settlement by bank transfer to your Merchant Account subject to the terms and conditions of this Agreement.
- 11.2 You must maintain a Merchant Account with a financial institution that:
 - (a) belongs to the Central Bank of Oman;
 - (b) is a member of the ACH network;
 - (c) can accept ACH transactions; and
 - (d) is in a position to debit and/or credit funds in the frequency agreed upon by you and us.

- 11.3 We will suspend the processing of any and all Payments and/or Refunds if we reasonably believe that a Payment or Refund is or may be fraudulent or involves (or may involve) criminal activity until such time as we have completed our investigation and are satisfied that the relevant Payment or Refund is not fraudulent or involves criminal activity. We shall have no liability to you for any losses that result or may result from any such suspension.

SECTION D - HOW MUCH THE SERVICES WILL COST YOU AND WHAT YOU MIGHT BE LIABLE FOR

12 Merchant Account and Payments

12.1 You will:

- (a) open and maintain the Merchant Account in Omani Rial;
- (b) authorise your financial institution to pay direct debits from the Merchant Account for any amounts you owe to us under this Agreement by providing us with, and maintaining, a valid unconditional direct debit instruction, in the form that we require from time to time; and
- (c) allow us to settle Payments for you by sending a Payment request via the ACH system to your financial institution for crediting/debiting to your Merchant Account, and in such case authorise your financial institution to effect all such net credit to the Merchant Account,

in each case, for the duration of this Agreement.

- 12.2 You shall continue to keep open and maintain the Merchant Account as well as maintain the unconditional direct debit instruction until all of your Liabilities to us have been satisfied which shall be deemed to be the later of:

- (a) 13 months following the termination of this Agreement; or
- (b) when your Liabilities to us have been satisfied.

- 12.3 You will ensure that the Merchant Account has sufficient credit balance at all times to satisfy any amounts payable to us under this Agreement and/or any Additional Service Conditions.

- 12.4 You will notify us in writing in respect of any proposed changes to the Merchant Account and will not implement (or assist in implementing) any such change until it has been approved by us and the relevant unconditional direct debit Authorisation (provided under condition 12.1) has been updated by you in a form consented to by us in advance. If any changes to the Merchant Account details are imposed on you (for example, if your bank notifies you that it is closing the Merchant Account), you shall notify us in writing immediately, giving full details of such changes and the reasons for them.

- 12.5 You will authorise us to access information from your Merchant Account and to initiate credit and/or debit entries and adjustments, as well as any credit entries made in error by ACH transfer process and/or through instructions to your financial institution where the Merchant Account is maintained for amounts due under this Agreement or any other Agreement you have with us.

- 12.6 This condition 12 shall not prejudice your rights under Applicable Law to recover Payments made to us by direct debit.

13 Payments due from you to us, including our Charges and Fees

- 13.1 You must pay to us the following amounts under this Agreement and/or any Additional Service Conditions:
- (a) any Liabilities;
 - (b) any Refund;
 - (c) any Assessment;
 - (d) the amount of any Chargeback (if required pursuant to condition 15.1);
 - (e) any Chargeback Cost;
 - (f) our Charges and Fees; and
 - (g) any other amount due from you to us under this Agreement or any Additional Service Conditions or under Applicable Law.
- 13.2 These amounts become due and payable on the following timescales:
- (a) our Charges and Fees under this Agreement are immediately due and payable from you to us on provision of the relevant Service to you;
 - (b) any rental Payments due from you to us under any Hire Terms or any other Additional Service Conditions (if applicable), are due and payable monthly in advance (save for the first month's, or part-month's, rent and monthly fees which are payable in arrears); and
 - (c) all other amounts are due and payable from you to us immediately when they arise.
- 13.3 Without limiting our rights to take Payment of such amounts from you in any manner available to us under Applicable Law, or under the terms of any contract (including any other terms of this Agreement and/or Additional Service Conditions), we may, in our sole and absolute discretion:
- (a) deduct any amounts that have become due and payable from you to us in accordance with condition 13.2 above from any Remittances, in which case you will receive the Remittance less the amount(s) due and payable to us; and/or
 - (b) provide you an invoice for such amounts, which invoice shall be payable in accordance with its terms and in accordance with any unconditional direct debit instruction established under condition 12.1.
- 13.4 The Merchant Operating Instructions will explain how we will typically take Payment of such amounts from you. Despite the foregoing, we have absolute discretion to take Payment of amounts due and payable by you to us in any of the manners set out in condition 13.3 above.
- 13.5 You understand that, unless stated otherwise, all amounts payable by you under this Agreement or the Additional Service Conditions (if applicable), however so arising, are exclusive of VAT and any other applicable taxes under Applicable Law, for which you shall also be liable.
- 13.6 You understand that we may introduce new Charges and Fees relating to the Services in accordance with condition 30.

- 13.7 We will make any such invoices referred to in condition 13.3(b) available to you on a monthly basis by such means as we expressly agree with you. It is your responsibility to check the accuracy of each of your invoices.
- 13.8 If there is any irregularity in your invoice you will have six months from the date of the relevant invoice to notify us of such irregularity or you will lose the right to challenge such irregularity. If the irregularity relates to any incorrectly executed Payment order you must notify us no later than 13 months after the irregularity occurred by writing to us or you will lose the right to challenge such irregularity.
- 13.9 If you fail to pay any amount payable to us under this Agreement by the relevant due date, then, in addition to all other relevant rights we have under this Agreement, we may charge you interest on the whole amount outstanding at a rate equal to 1% per calendar month (capped at 6.5% per annum).

14 Interchange and Scheme Fees

We will make reference data available to you on a monthly basis for all Payments, showing the value of each Payment (in the same currency in which we have credited your Merchant Account) and the level of Interchange payable on each Payment, displayed separately from the rest of your Charges and Fees.

15 Chargebacks and Assessments

- 15.1 In certain circumstances the Card Issuer or Account Provider will have the right under the Scheme Rules to refuse to settle a Payment, or to request a reimbursement of a Payment which has already been settled. If a Card Issuer or Account Provider returns a Payment pursuant to the Scheme Rules (by not settling it or by requesting a reimbursement), the following will apply:
- (a) if we have not yet paid you for that Payment, we will not have to pay you for that Payment; and
 - (b) if we have already paid you for that Payment, you must pay it back to us.

In either case, the relevant amount described is referred to in this Agreement as a **Chargeback**. This is the case even if the Payment has already been authorised.

- 15.2 At your request, and at our sole discretion, we may dispute the validity of any Chargeback on your behalf.
- 15.3 You will be liable for and shall indemnify us for Chargebacks and Chargeback Costs and any Losses in relation to a Chargeback including, in circumstances where you have accepted our Settlement in respect of the relevant Payment and even if you are under no legal liability to the Account Holder in respect of the sale of goods and/or services.
- 15.4 If you want to dispute a Chargeback, you must:
- (a) provide evidence to our reasonable satisfaction (subject always to the relevant Card Issuer and/or Card Scheme also being satisfied) to show that the debit of the Cardholder's Account was authorised by that Cardholder; and
 - (b) provide us with such other evidence as we or any Card Issuer or Card Scheme may require you to provide in support of your claim.

- 15.5 As Chargebacks may arise sometime after the date of the corresponding initial Payment, you agree that we will continue to be entitled to recover Chargebacks and our Chargeback Costs even after the termination or expiry of this Agreement.
- 15.6 If an Assessment is levied, you will be liable for and will indemnify us for any Losses in relation to that Assessment.
- 15.7 Subject to the Scheme Rules, we are not obliged to investigate the validity of any Chargeback and/or Assessment. You agree that any decision or determination of the relevant Card Scheme or any Card Issuer as to the validity of any Chargeback and/or Assessment will be final and binding.

16 Your responsibility for our Losses

- 16.1 If a claim is made or a defence is raised against us because of something you (or any of your employees, staff, agents, sub-contractors or third parties acting on your behalf) do or fail to do, or if you breach this Agreement, any Applicable Law or the Scheme Rules, you must indemnify us for our Losses (including but without limitation as set out specifically in conditions 15.3 and 15.6 of these Merchant Terms and Conditions and condition 2.9 of the Hire Terms, if applicable). This means that you must pay the full amount of our Losses relating to or in connection with any such claim, defence or breach of this Agreement, any Applicable Law or the Scheme Rules.
- 16.2 Without limiting condition 16.1, if we or any of our Affiliates are passed any fees (including registration fees if they apply), fines, costs, claims or Liabilities by any bank, financial institution or regulatory body (including a Card Scheme) arising out of our relationship with you, provision of the Services to you, or as a result of you breaching this Agreement, then you will be responsible for these and must pay us the amount due when we request.

17 Financial security

- 17.1 We, may from time to time, require you to provide additional or new financial security (in a form we decide) if we determine that such security is appropriate in relation to the performance of your actual or potential Payment obligations under this Agreement and/or any Additional Service Conditions, including your Liabilities to us and your liability for any Losses.
- 17.2 Without limiting condition 17.1, where one or more of the grounds set out at condition 17.3 are, in our sole opinion, satisfied we may and you hereby authorise us to:
- (a) require you to provide, or procure that any third party we may specify (including another company within your group) provides, guarantees or other security in respect of your Liabilities to us; and/or
 - (b) apply special terms and conditions in relation to your acceptance of Payments, for the purpose of providing an additional source of funds to pay us for any and all of your Liabilities to us.
- 17.3 Where our risk exposure in relation to you reaches, in our sole opinion, an unacceptable level (for example, if we consider that we may become liable to pay sums of money under the Scheme Rules), in order to be able to continue to provide the Services to you, you agree that we shall be entitled to take steps at our discretion to control such risks, and you hereby direct and authorise us to hold any Settlement funds as collateral if:
- (a) having deducted sums from a Settlement in line with condition 13.3(a), the Settlement payable is now less than any minimum Remittance threshold that we have reasonably determined (and

of which we will notify you from time to time). In this case, we will not transfer the Settlement to your Merchant Account until the minimum Remittance threshold has been met by you;

- (b) in our sole opinion, you have materially altered the nature of your business;
- (c) in our sole opinion, a Merchant Material Adverse Change has occurred;
- (d) any credit assessment on you undertaken by us (including in accordance with condition 1.2(b) leads us to reasonably believe that it is necessary;
- (e) in our sole opinion, based on our review of your business or your processing history, we believe that there is a potential risk of loss to us through Chargebacks or fraud;
- (f) in our sole opinion, the number and/or size of Payments becomes excessively high for a business of your type and size;
- (g) we reasonably believe that a Payment (or any Payments you may wish to take in the future) may be fraudulent or involve other criminal activity;
- (h) we become aware or reasonably believe that you are in breach (or likely to be in breach) of your obligations under this Agreement; in this case, the Settlement will be held as collateral until we (acting reasonably) consider it appropriate to make the Remittance;
- (i) having become aware of and/or acting on any legal orders and/or regulatory instructions (whether or not these are in relation to the Services being provided) we reasonably believe such action is necessary; or
- (j) we otherwise believe it is necessary to protect us from suffering any actual or potential Losses.

17.4 If we exercise any of our rights under this condition 17 then, unless and until we are satisfied that any such financial security has come into effect in accordance with its terms, we shall not be required to continue to provide the Services to you.

17.5 We may charge to you (or may seek reimbursement of) our reasonable administration and external costs (including legal fees) incurred in connection with exercise by us of our rights under condition 17.1 and condition 17.2(a). We shall not be liable to you for any of your costs incurred in this respect.

18 Set-off

18.1 Both before and after making any demand for Payment, we may set-off any Liabilities you owe us against any amount we owe to you and Payment of any Settlement shall be net of credits/Refunds, adjustments, applicable discount fees, Chargebacks or other amounts then due from you to us. We may exercise this right with or without giving you advance notice.

18.2 Our rights of set-off shall be in addition to any other rights or remedies (howsoever described) under this Agreement or under Applicable Law.

18.3 All Payments (howsoever described) to be made by you to us under or in relation to this Agreement must be made:

- (a) without set-off; and

- (b) without any deduction being made on Account of any tax, duty or other charge, unless a deduction is required by Applicable Law. Where a deduction is required by Applicable Law, you must increase the Payment so that we receive the amount due to us before the deduction.

SECTION E - INFORMATION SECURITY, PRIVACY AND DATA

19 Information security

- 19.1 You must have in place appropriate technical and organisational measures which ensure an appropriate level of security for the processing of Account Holder information and to protect Account Holder information against accidental or unlawful destruction, alteration, accidental loss, or unauthorised disclosure, access or processing. You must also ensure that your agents and any sub-contractors comply with this condition.
- 19.2 You must tell us about and obtain our consent to use a third party merchant services provider for processing transactions on your behalf, including holding Account Holder data and processing Account Holder queries. You must only contract with merchant services providers that are registered and approved by Card Schemes and you must bear any costs incurred by us that stem from merchant services provider registration fees imposed by any Card Schemes.
- 19.3 You must ensure that your merchant services providers have obtained their annual PCI DSS attestation once in every 12 months period and further, you must inform us (and if we require, provide evidence to our satisfaction) that you have done so.
- 19.4 You must comply with PCI DSS, PCI PA-DSS, PCI PTS, any other requirements that we notify to you relating to data security or any Data Compromises, and any steps we tell you are needed to demonstrate that you are complying with these conditions.
- 19.5 You must immediately tell us if you know or suspect that you have suffered a Data Compromise.

20 Transaction Data

- 20.1 You must keep any Transaction Data in your possession (whether in paper or electronic form) safe and in a secure way that prevents unauthorised access, loss, theft or disclosure to any unauthorised Person and in line with condition 19. To maintain Card and Account security we may, from time to time, instruct you not to maintain certain details relating to a Card or Account. If we reasonably believe that you are failing to keep Transaction Data safe and in a secure way, we may terminate this Agreement in accordance with condition 23.3.
- 20.2 Without affecting or limiting condition 20.1, if we request specific Transaction Data from you then you must promptly send this to us (and/or to our approved third party), following the requirements set out in any relevant Merchant Operating Instructions. It is your responsibility to ensure that all Transaction Data you send to us is complete and accurate.
- 20.3 When we review the Transaction Data, if the value of Refunds is more than the value of Payments, the difference will be due from you to us and we will collect such difference from you (in accordance with the procedure set out in any Merchant Operating Instructions).

21 Re-transmitting Payment orders

If we fail to, or incorrectly transmit, a Payment order in relation to a Payment to a Card Scheme for onward transmission to a Card Issuer, we will immediately re-transmit the Payment order.

22 Using information about you and your business

- 22.1 For information about how we use your information, the types of information we collect and process and the purposes for which we process personal information and your rights in respect of your information, please read our full privacy policy (our **Privacy Policy**) provided on our website.
- 22.2 We may update our Privacy Policy from time to time, by communicating such changes to you and/or publishing the updated Privacy Policy on our website. You should visit this website regularly to stay informed of the purposes for which we process your information and your rights to control how we process it.

SECTION F - HOW THIS AGREEMENT CAN END

23 Suspending or terminating this Agreement

- 23.1 This Agreement will continue in force unless you or we terminate it, or it is deemed terminated in accordance with this condition.
- 23.2 Without limiting condition 23.3, we may terminate this Agreement (for convenience) by giving you at least one month's notice in writing.
- 23.3 We may also immediately (for cause) and at any time suspend or terminate this Agreement or any part of it or any Service by giving you written notice if:
- (a) you fail to pay any Charges and Fees when due;
 - (b) you commit a material breach of this Agreement which we consider is not capable of remedy or, if capable of remedy, is not remedied to our satisfaction within 10 Banking Days (or such longer timeframe as we stipulate in writing);
 - (c) it comes to our knowledge that you are or were listed on the MasterCard MATCH (Member Alert To Control High-risk) and/or Visa VMSS (Visa Merchant Screening Service) databases (or any similar database operated by any other Scheme);
 - (d) where applicable, you breach the terms of your Additional Service Conditions, and we terminate such Additional Service Conditions as a result of that breach;
 - (e) we become aware of, or reasonably suspect, fraud or fraudulent activity;
 - (f) a Merchant Material Adverse Change has occurred or is likely to occur;
 - (g) we reasonably believe that you are no longer compliant with any of PCI DSS, PCI PA-DSS or PCI PTS;
 - (h) we become aware of, or reasonably suspect, that one or more of your merchant services providers is no longer compliant with the requirements of PCI DSS; PCI PA-DSS or PCI PTS and/or that one or more of your merchant services providers has suffered a Data Compromise;
 - (i) in our sole opinion, we decide that our risk exposure in relation to you reaches (or is likely to reach) an unacceptable level under this Agreement;
 - (j) an Insolvency Event happens, or we reasonably believe that it may happen;

- (k) any warranty listed in condition 28 is untrue or inaccurate;
- (l) we become aware of, or reasonably suspect you are submitting illegal transactions, including:
 - (i) selling or supplying (or offering to sell or supply) goods and/or services (including supplying cash) without fully complying with all legal and regulatory requirements which apply to you, us, any Card Issuer, Account Provider or Scheme;
 - (ii) submitting Payments that are not in accordance with the category of transactions described in the Merchant Application Form;
 - (iii) submitting Payments that are not in accordance with any term of this Agreement, which sets out the basis on which you shall submit Payments to us; and
 - (iv) any transaction which may damage the goodwill of, or reflect negatively on, us or any Scheme;
- (m) you become an Excessive-Chargeback Merchant or an Excessive-Fraud Merchant;
- (n) you fail to maintain your Merchant Account in accordance with condition 12;
- (o) you fail to comply, or we reasonably suspect that you are likely to fail to comply, with Applicable Law and/or the Scheme Rules;
- (p) any Scheme or Regulator requests that this Agreement is terminated;
- (q) you have not paid off any debts you owe by the relevant due date or, because of any default on your part, your debts become immediately due and payable or are capable of being declared due and payable (or any commitment in terms of the debts is withdrawn or cancelled) before they are due for payment;
- (r) where there is a change to your ownership, membership or partnership (as applicable);
- (s) you have not used the Acquiring Services or an Additional Service for a consecutive period of at least 90 calendar days; or
- (t) we are required to do so by any court order or Regulator's decision (or similar) to which we are subject.

23.4 We may also suspend this Agreement or any part of it or any Service if we have requested financial security pursuant to condition 17 and we are not satisfied that it has come into effect, as set out in condition 17.4.

23.5 You may terminate:

- (a) this Agreement at any time by giving us at least one month's notice (such notice may be given in writing or by calling us); and/or
- (b) any Additional Service in accordance with the procedure set out in the relevant Additional Service Conditions or, if no period is set out in the relevant Additional Service Conditions, on at least one month's written notice.

- 23.6 When we receive your notice, we may contact you to verify your identity and complete the formalities needed to end your Agreement or end the Service. If you fail to give us valid notice that you are terminating this Agreement or any Service in line with these Merchant Terms and Conditions and any Additional Service Conditions, you will continue to be liable for any Charges and Fees that apply.
- 23.7 If this Agreement terminates, this will not affect any of the conditions of this Agreement which are (whether expressly to be stated to or not) intended to come into force or continue in force on or after the end of this Agreement. This includes conditions 12, 15 to 18, 22, 24.2, 25 to 37, and 39 of these Merchant Terms and Conditions which will continue after this Agreement terminates.
- 23.8 If this Agreement terminates, you must stop displaying any promotional material that we have given to you and either return them to us or destroy the promotional material, as we ask you to. Within 30 calendar days of this Agreement terminating, you must make sure that you return all copies of any software which you have or you are in control of or destroy them, as we ask you to. If we tell you to destroy them, then you must confirm to us in writing that you have done this and not kept any copies.
- 23.9 When we refer to this Agreement in this condition 23, we mean all or any part of it (including any Additional Service Conditions). If we end part of this Agreement or any Services, the other parts of this Agreement or Services will stay in force and you must continue to comply with all of your responsibilities in relation to those parts and Services still in force.

SECTION G - OUR LIABILITY TO YOU AND GENERAL TERMS

24 Our liability to you

- 24.1 Subject to the remainder of this condition, if we fail to correctly transmit the Transaction Data to the Card Scheme and/or the Card Issuer, we will reimburse you for any charges and/or interest you had to pay as a result of the incorrect transmission of the Payment order, provided that you let us know as soon as possible (and no later than within six months of the relevant debit date for such charges and/or interest).
- 24.2 We will not be liable to you if we or our agents, authorised representatives or service providers cannot carry out our responsibilities under this Agreement or any part of this Agreement as a result of:
- (a) any abnormal or unforeseeable circumstances beyond our reasonable control. This includes:
 - (i) any machine, data-processing system or transmission link failing to work for reasons beyond our (or our authorised representative's or service provider's) reasonable control;
 - (ii) any cessation or interruption of any part of the Services which are due to any act or omission of a third party;
 - (iii) any industrial disputes taking place; or
 - (iv) any natural disaster, other parties' strikes or lockouts, war, invasion of armed forces, insurrection or any other event beyond our control;
 - (b) our having to comply with any legal or regulatory requirement;
 - (c) us taking steps to comply with any Applicable Law or the requests of any Regulator;

- (d) your negligence and/or breach of this Agreement;
- (e) the inadequacy of your hardware, software, systems, internet connectivity or payment infrastructure; or
- (f) our holding any Remittance as collateral effected pursuant to this Agreement.

In addition, the maximum aggregate total liability the Thawani Group will have to you under or in connection with this Agreement for any event or series of connected events shall not exceed the amount of Charges and Fees for the Authorisation and processing of Payments due from you (less any Interchange and Scheme Fees incurred by us in relation to those Payments), in the 12 month period immediately preceding the event, or series of connected events, giving rise to the claim.

24.3 Neither we nor our Affiliates will be liable to you in any circumstances for any losses arising under or in connection with this Agreement that are:

- (a) a loss of business, reputation, opportunity, profit, interest, goodwill, revenue, expected savings (in each case, whether the loss is direct, indirect or consequential); or
- (b) any type of special, punitive, consequential or indirect loss whatsoever.

24.4 If you want to make a claim against us or our Affiliates in relation to this Agreement, you must give us notice in writing and provide full details of your claim and alleged losses no later than six months from you having become aware of your claim, other than in relation to any claim made:

- (a) under condition 24.1 where the time limit to bring a claim set out in condition 24.1 will apply; or
- (b) in relation to any irregularity in any of your invoices where the time limit to bring a claim set out in condition 13.8 will apply.

If we ask you for any further information on your claim, you must provide this information within 30 calendar days of our request.

24.5 If you fail to give us notice in writing of any claim within the timescales in condition 24.4, we and our Affiliates will have no liability to you for that claim and you agree that the claim will be waived and barred.

24.6 Nothing in this Agreement, including the limitations and exclusions in conditions 24.1 to 24.5, will limit or exclude our liability where such liability cannot be excluded or limited by law.

24.7 Nothing in this Agreement will limit or exclude your liability for:

- (a) death or personal injury resulting from your negligence;
- (b) Losses suffered by us arising out of your fraud, fraudulent misrepresentation, or wilful default;
- (c) Losses suffered by us in respect of any Chargebacks or Assessments;
- (d) Losses suffered by us in attempting to collect any and all amounts owed by you under this Agreement (including, through engaging a debt collection agency);
- (e) any fees or other amounts due to us by you;
- (f) any breach by you of, or any Losses we incur pursuant to, condition 16; or

(g) any other liability which cannot be excluded or limited by Applicable Law.

25 Audit

25.1 We and our authorised representatives may carry out an inspection or audit of your business from time to time. We will normally give you notice of when we plan to do so (although, depending on the reason for the inspection or audit, this may not always be possible) and will try to minimise any inconvenience caused to you. Some of the reasons we may need to carry out such an inspection or audit include allowing us to comply with any Applicable Law, or checking that you are complying with:

- (a) this Agreement (including checking the security measures you take to comply with your responsibilities); and/or
- (b) any Applicable Law including any Scheme Rules and/or any of the standards set by the Payment Card Industry Security Standards Council.

25.2 For the purposes of carrying out an inspection or audit, you agree to give us, our authorised representatives and the Card Schemes, access to your business trading premises, and access to where your records, systems or stock (including your offices and merchant outlets) are located so that we or they can inspect (and take copies of) your facilities, equipment, records, data and systems (including any computer system and software) relevant to this Agreement.

25.3 You agree to give us and our authorised representatives any reasonable help we may ask for and to provide us with honest and comprehensive answers to any queries we may have in relation to your business. If we have agreed that you can use an agent or sub-contractor in line with condition 31.2, you must make sure that we have the same rights to inspect and audit your permitted agent or subcontractor that are set out in this condition 25.

26 Using our Intellectual Property Rights

26.1 You must not use any of our Intellectual Property Rights for any purpose without our written permission beforehand. Further, you shall only use any materials which identify the Services, us or the Thawani Group if those materials have been expressly approved by us. If we agree to you using our Intellectual Property Rights, the following will apply:

- (a) we grant you a non-exclusive, non-transferable (in any way or form, including using a sub-licence), royalty-free, licence or sub-licence (whichever applies) to use our Intellectual Property Rights only in connection with and, for purposes of carrying out your responsibilities under this Agreement and only in the way, form and medium approved by us. If we tell you about any changes to the way, form or medium in which you are entitled to use our Intellectual Property Rights, you must comply with our notice within 14 calendar days;
- (b) we may withdraw the licence or sub-licence (whichever applies) granted under condition 26.1(a) at any time if you use our Intellectual Property Rights for a purpose, or in a way, form or medium that we have not approved;
- (c) nothing in this Agreement will be taken to be a transfer or assignment of any of our Intellectual Property Rights to you by reason of your use of our Intellectual Property Rights. Ownership, title and interest in our Intellectual Property Rights will stay ours or our licensor's (as the case may be), as will any new rights created from such Intellectual Property Rights. You must maintain, without any changes, all ownership notices; and

- (d) on termination of this Agreement, the licence or sub-licence (whichever applies) granted under condition 26.1(a) will terminate and you will remove any reference to us from any promotional materials, literature or appearing on any websites (including social media).

27 Confidentiality

27.1 Except to the extent that it is permitted by this condition 27, each of you and we will:

- (a) treat as confidential all Confidential Information obtained from the other party under this Agreement;
- (b) use the other party's Confidential Information solely for the specific purpose for which it was disclosed;
- (c) not publish or otherwise disclose to any Person, the other party's Confidential Information without such party's prior written consent; and
- (d) take all reasonable action necessary to secure the other party's Confidential Information against theft, loss or unauthorised disclosure.

27.2 You and we may disclose Confidential Information that would otherwise be subject to condition 27.1 but only if we can demonstrate that the Confidential Information:

- (a) is required to be disclosed by any court of competent jurisdiction, any Regulator or by Applicable Law or the Scheme Rules;
- (b) was lawfully in the disclosing party's possession prior to its disclosure by the other party;
- (c) is already public knowledge;
- (d) is received from a third party who is not under any obligation of confidentiality to the owning party; or
- (e) is developed independently without access to or use of any of the Confidential Information.

27.3 Nothing in this Agreement (including this condition 27) will prevent us from disclosing your Confidential Information (including the Transaction Data) to any third party being expressly permitted under condition 22, or provided it has been aggregated and anonymised prior to the disclosure.

27.4 You must treat the Transaction Data as Confidential Information, and unless otherwise set out in this Agreement, you must not reveal or use it.

27.5 You must not put together or use any lists of Account Holders or Card or Account numbers. You must not give or show any Transaction Data, or any information in the Merchant Application Form or any other information in connection with our business, to anyone other than as permitted by condition 27.2.

28 Warranties

28.1 As at the effective date of this Agreement and daily throughout its term, you warrant that:

- (a) you comply with (and you have not and will not do anything that will cause us not to comply with) Applicable Law and/or the Scheme Rules;

- (b) you are correctly organised, validly existing and in good standing under the laws of the jurisdiction in which your business is registered and are authorised to enter into and carry out your responsibilities under this Agreement;
- (c) the Person signing the Merchant Application Form is duly authorised to enter into this Agreement on your behalf (including each of your Merchant Outlets);
- (d) you are correctly qualified and licensed to do business in Oman;
- (e) there is no legal action or regulatory investigation pending or (to the best of your knowledge) threatened against you that might affect your ability to carry out your responsibilities under this Agreement;
- (f) carrying out the terms of this Agreement will not cause you to breach any other enforceable Agreement(s) to which you are party;
- (g) you have not been, and are not, included on either or both of the MasterCard MATCH or Visa VMSS databases (or any similar database operated by any other Scheme);
- (h) where you have previously received services the same as or similar to the Acquiring Services or any Additional Service from another service provider, there was no adverse reason for your Agreement with that service provider being terminated; and
- (i) all information you provide or have provided to us in connection with this Agreement is true, accurate, and complete.

29 Conflict

29.1 If there is any contradiction in the documents comprising the Agreement, then the following order of priority will apply (only to the extent of such contradiction):

- (a) these Merchant Terms and Conditions;
- (b) any Additional Service Conditions; and
- (c) your Merchant Application Form.

30 Changing this Agreement

30.1 We may change the terms and conditions of this Agreement (or any part thereof) at any time. This includes introducing new Charges and Fees or changing the rate or basis of all or any part of the Charges and Fees. Subject to condition 30.2, we will give you at least one month's notice of any changes in advance of such change coming into effect. If you are unhappy with these changes, you may end this Agreement by notifying us in writing at any time before the proposed changes come into force. If you have not given us notice within that time period then you will be deemed to have accepted the relevant change.

30.2 If we are unable to use a local switch at any time due to any act or omission of a third party, we may be required to route Payments to external switches. If this occurs, you agree that the Charges and Fees that apply during this period may differ from the Charges and Fees then in force and that we may not be able to give you advance notice of such change.

30.3 If we add a new Service that does not change the terms and conditions of the existing Service, we may make the change immediately and let you know before you use the new Service.

31 Transferring or sharing this Agreement

31.1 You may not transfer, novate or assign any of your rights under this Agreement to any other Person.

31.2 You may not allow any other Person to do any of the things that you are allowed to or must do under this Agreement unless we have expressly agreed beforehand in writing that that Person can act as your agent or subcontractor. We may withdraw the aforementioned consent at any time. If we agree that you can have an agent or sub-contractor, you will be responsible for making sure that they comply with the relevant terms of this Agreement.

31.3 You must obtain our written permission first if you plan to use a technological hub, website or otherwise (**Affiliate Network**) to promote your goods and/or services to potential new customers.

31.4 If you plan to use an agent that (directly or indirectly) provides Account Holder data-processing, storing or transmitting services (or any combination of these) to you or to any of your Merchant Outlets (a **Merchant Agent**), you must make sure you advise us promptly and in writing. You must further ensure that such Merchant Agent is registered with each of the Card Schemes and listed on the Card Schemes' website.

31.5 You are liable for anything an agent, sub-contractor, Affiliate Network, Merchant Agent or employee of yours (including anyone who could reasonably be taken to be an agent, sub-contractor, Affiliate Network, Merchant Agent or employee of yours) does or fails to do. This applies whether or not we have knowledge of or have agreed to you using the agent, subcontractor, Affiliate Network or Merchant Agent or employee of yours. You are liable for anything your Merchant Outlets do or fail to do.

31.6 We will not enter into any contract with any Merchant Agent on your behalf. You must make sure that any Merchant Agent can offer and maintain all necessary communication links with us. If you plan to appoint or replace any Merchant Agent, you must request our approval in writing before you appoint or replace any of them. You further agree that no Merchant Agent will be validly appointed or replaced if we have not approved them.

31.7 We may assign or transfer any of our rights or responsibilities under this Agreement and/or subcontract any of our responsibilities under this Agreement to anyone we choose. You agree to sign any document we request you to so that we can make the transfer or assignment. You also agree that we may disclose your Confidential Information to any actual or prospective transferee.

32 No agency

You must not at any time suggest that you are acting on our behalf.

33 If we do not use our rights

We will not lose any right we have under this Agreement if we do not use that right or delay in using it. Using a right or part of one will not prevent us from using that right or any other right in the future. Our rights under this Agreement apply as well as any rights we have under Applicable Law.

34 Communicating with you

34.1 You must keep us up to date with your contact details at all times.

- 34.2 Any notice sent under or in connection with this Agreement must be in writing. For the purposes of any notice we send to you, 'in writing' includes letters, emails or online methods of communication.
- 34.3 We may send any written notice to your registered office, your email address, and/or your last place of business that we know about.
- 34.4 You may send any written notice by courier to PO Box 917, PC 133 Al Khuwair, or by email to merchant@thawani.om or to such other courier address or email address that we may, from time to time, provide on our website (www.thawani.om) for the purposes of giving notice.
- 34.5 Notices given under this Agreement are deemed received:
- (a) in the case of courier, on signature of a delivery receipt or at the time the notice is left at the address; and
 - (b) in the case of email or online methods of communication, at the time of transmission.

In the case of notices we send to you, this applies even if it is not delivered. In the case of notices you send to us, this does not apply unless the notice is delivered and received by us.

- 34.6 Other than where we are sending you a notice under condition 34.2, we may also contact you by letter, phone (including automated dialling and text message), fax or computer (including email).
- 34.7 If there is an actual or suspected fraud, fraudulent activity or security threat in relation to the Services, we will call you on the latest telephone number you have provided to us.
- 34.8 Our Agreement is written in English and any written communication with you will be in English. Where we agree to translate this Agreement into Arabic or any other language, the English language version of this Agreement shall nevertheless prevail.

35 Excluding third-party rights

No Person other than the parties to this Agreement and any of our Affiliates will have any rights to enforce the conditions of this Agreement.

36 Unenforceable terms

If any condition or part of this Agreement is or becomes illegal or cannot be enforced, then it will be treated as being deleted from this Agreement and it will not affect the enforceability of the other conditions or parts of this Agreement.

37 The full Agreement

This Agreement sets out the full Agreement and understanding between us and you and replaces any previous Agreements and understandings between us and you relating to the same subject matter. We will not include previous communications between us and you as part of this Agreement.

38 Compliance and regulatory issues

- 38.1 Neither you nor we will take or fail to take any action which would respectively result in a failure to meet any requirement under Applicable Law or any Scheme Rule.

- 38.2 If any requirement involves both us and you, we or you will promptly give the other any relevant information for complying with the requirement and all reasonable help in connection with any investigation by any regulatory authority or Scheme.
- 38.3 You must give us any information or documents you have (or under your control) which we need to comply with any court order or any other mandatory or statutory request served on us under any Applicable Laws and/or the Scheme Rules and, which apply and relate to any part of this Agreement.
- 38.4 You explicitly consent to us accessing, processing, and retaining any personal data you provide to us, for the purposes of providing the Services to you.
- 38.5 We shall comply with any legal orders and/or regulatory instructions (whether or not these are in relation to the Services being provided) and you understand and accept that this may include freezing the Merchant Account where this is a bank Account held with the Thawani Group. Please refer to your Merchant Account terms for more information.

39 The laws applicable to this Agreement

- 39.1 This Agreement and any dispute, claim or issue arising out of or in connection with this Agreement, whether contractual or non-contractual, shall be governed by and construed in accordance with the laws of the Oman.
- 39.2 Any dispute, claim or issue arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration pursuant to the Rules of Arbitration of the International Chamber of Commerce from time to time, which rules are deemed to be incorporated by reference into this condition 39.2 For the purposes of any arbitration proceedings commenced pursuant to this .condition 39.2:
- (a) the number of arbitrators shall be one;
 - (b) the seat or legal place and place of arbitration shall be Muscat, Oman; and
 - (c) the language to be used in the arbitral proceedings shall be English.
- 39.3 We agree that we:
- (a) will not challenge any arbitral award made pursuant to arbitration proceedings conducted in accordance with condition 39.2; and
 - (b) will not object to or challenge any application to enforce any arbitral award made pursuant to arbitration proceedings conducted in accordance with condition 39.2 in any court and we will submit to the jurisdiction of that court for the purposes of those enforcement proceedings.

SECTION H - GLOSSARY: WHAT WORDS USED IN THESE MERCHANT TERMS AND CONDITIONS MEAN

In these Merchant Terms and Conditions, the capitalised words and phrases have the meanings set forth below:

ACH has the meaning given in condition 4.2(e)

Account means any valid account which is issued by an Account Provider under one of the Schemes

Account Holder means the Person, that may be a Cardholder, who is entitled to use the Account and who is a customer buying goods and/or services from you

Account Provider means the organisation with which an Account is held

Acquiring Services means the Services described in condition 3, enabling you to accept Payments, including our processing of those Payments and us agreeing to transfer funds to you in respect of Payments in accordance with this Agreement

Additional Service means any additional Services we provide to you under this Agreement to help you process Payments or otherwise

Additional Service Conditions means any other terms and conditions provided by us in respect of any Additional Service taken up by you in accordance with this Agreement, and which apply to the relevant Additional Service, (as updated, amended or replaced from time to time), including:

- (a) the Hire Terms;
- (b) the eCommerce Terms of Service; and
- (c) the Integration Services.

Affiliate means any Person that directly or indirectly:

- (a) Controls;
- (b) is Controlled by; or
- (c) is under direct or indirect common Control with;

you or us from time to time (for example a subsidiary company), as appropriate

Affiliate Network has the meaning given in condition 31.3

Agreement means these Merchant Terms and Conditions, the Merchant Application Form, the direct debit mandate in relation to your Merchant Account and any Additional Service Conditions that apply to you, in each case as amended, updated or replaced from time to time

Applicable Law means all law or regulations (and including the requirements of any Regulator) applicable to you or us or to any Payment or Refund for the time being in force in any jurisdiction

Assessment means any assessment, fine, liquidated damages, fee (including arbitration fees), cost, expense or charge of any nature which a Card Scheme, any relevant financial institution or any other third party levies on you or us at any time (directly or indirectly) in relation to a Service, Payment or any other aspect of our (or the third party's) relationship with you

Authorisation has the meaning given to it in condition 3.1(a)

Banking Day means any day which is not a Friday, Saturday or a bank holiday in Oman

Card means any valid payment card of any Card Category which we approve and which is issued by a Card Issuer in conjunction with an Account under one of the Card Schemes

Cardholder means the Person who is entitled to use the Card and who is a customer purchasing goods and/or services (including being supplied cash) from you

Card Category means any of the following: debit Card; credit Card; consumer Card; commercial Card; or prepaid Card, as may be amended from time to time

Card Issuer means a member of a Card Scheme who may issue Cards

Card Machine means any point of sale Payment order acceptance Card machines (terminals) which we provide to you in accordance with any Hire Terms

Card-not-present Payment or **Cardholder-not-present Payment** means a telephone order, mail order, online order or any other Card Payment where neither the Card nor the Cardholder is present at your Merchant Outlet

Card Payment means a Payment for goods and/or services (including supplying cash) you have provided, which the Cardholder has authorised you to charge to his or her Account using a Card or a Card number to debit the Cardholder Account, which may include a Contactless Payment, QR Code Payment, a face-to-face transaction and a Card-not-present Payment

Card Scheme means American Express, Visa and MasterCard (including Maestro) and any other Card Scheme we approve

Chargeback has the meaning given in condition 15.1

Chargeback Costs means the costs we incur when processing a Chargeback as set out in your Merchant Application Form

Charges and Fees means all charges and fees payable under this Agreement, including any fees due under these Merchant Terms and Conditions, any fees due for the Additional Services we provide to you in accordance with the relevant Additional Service Conditions, any fees due for the Third Party Services provided to you in accordance with the relevant Third Party Service Conditions and those set out in the Merchant Application Form or that we tell you about in line with condition 30

Confidential Information means this Agreement and information relating to it that is designated as "confidential" or which by its nature is clearly confidential, howsoever presented, whether in oral, physical or electronic form and which is disclosed by us or you to the other under this Agreement

Contactless Payment means any Card Payment which uses near field communication technology to exchange Payment instructions between a Card and processing Equipment

Control means that a Person has directly or indirectly the power to direct or determine the direction of the management and policies of the other Person, whether by owning voting shares, under a contract or otherwise

Data Compromise means any loss, theft, unauthorised access or revealing of any Transaction Data held by you, your employees, staff, agents, sub-contractors or others acting on your behalf

Deferred Supply Transactions means Payments where the goods and/or services, (including, accommodation or other facilities) are supplied to the Account Holder at a time later than the time of the Payment

eCommerce Terms of Service means the Additional Service Conditions that apply to our provision of the Internet Gateway Services and the Virtual Terminal Services to you

Equipment means any equipment and/or devices associated with a Card Machine which you select and which is set out on your Merchant Application Form and which we provide to you in accordance with the Hire Terms, if applicable

Excessive-Chargeback Merchant has the meaning set by the Card Schemes

Excessive-Fraud Merchant has the meaning set by the Card Schemes

Hire Terms means the Additional Service Conditions under which we hire to you Card Machines and Equipment in connection with the Services

Insolvency Event means you entering into liquidation or any arrangement with your creditors, or a receiver, administrator or similar officer being appointed over all or any part of your assets, or you taking or suffering any similar act

Intellectual Property Rights means any proprietary or licensed-in patents (including supplementary protection certificates), trademarks, service marks, domain names, names, brands, images, logos, registered designs, utility models, design rights, moral rights, topography rights, rights in databases, copyrights, software (both source and object code), inventions, trade secrets and other confidential information, know-how, business or trade names, get up, and all other intellectual property and neighbouring rights and rights of a similar or corresponding character in any part of the world (whether or not registered or capable of registration) and all applications and rights to apply for or for the protection of any of the above

Interchange is the fee acquirers pay to Card Issuers when a Payment is made with a Card issued by them

Internet Gateway Services means the provision by us to you of:

- (a) our gateways, together with any related Internet Gateway Software which provide an interface for the transmission of Transaction Data itself and the transmission of response and related data from us to you in connection with your use of the Services;
- (b) any other ancillary or value-added Services related to our gateways that are provided to you under this Agreement

Internet Gateway Software means all protocols, software components and other interfaces and software relating to the Internet Gateway Services provided by us to you or accessed by you under this Agreement, including any and all updates

Liabilities means any amount due to us under this Agreement and/or the Additional Service Conditions, whether now or at any time in the future, whether liquidated or not and whether actual or contingent, including payment of Charges and Fees and Liabilities for any Chargebacks, Refunds or Assessments.

Losses means any and all losses, claims, damages, costs, charges, expenses (including all legal, investigation and administration expenses), Liabilities, demands, proceedings and actions made against, paid, suffered or incurred by us (including as a result of, arising out of or in connection with any actual or alleged breach by us of Agreements with third parties caused by breach by you of this

Agreement or our provision of the Services to you) and any fine or penalty imposed by a Scheme or any regulatory body

Merchant Account means an Account nominated by you in the Merchant Application Form (or as updated by you in accordance with condition 12.6) and operated by an Account Provider that is maintained by you for the purpose of receiving Remittance from us and paying your Charges and Fees to us in accordance with this Agreement

Merchant Agent has the meaning given in condition 31.4

Merchant Application Form means the document setting out, without limitation, our Charges and Fees and other information relevant to the Acquiring Services and any Additional Services you opt-in to

Merchant Material Adverse Change means any circumstance, event or series of circumstances or events that we have reasonable grounds to believe materially adversely affects or may materially adversely affect you or your ability to comply with this Agreement, including:

- (a) a change in the nature of your business or the goods and/or services supplied by you;
- (b) a positive or negative fluctuation month-on-month in your Payment volumes or the average value of your Payments;
- (c) an increase in your Chargeback levels relative to expected volume;
- (d) a sale or other disposal of the whole or part of your business, including any assets;
- (e) the withdrawal, removal, termination or unenforceability of any security in relation to you which we rely upon;
- (f) the withdrawal, termination or suspension of any licence, permission or Authorisation required to operate your business;
- (g) instructions from a Regulator which you do not, or you are unable or unwilling to, comply with;
- (h) you granting to a third party any security or charge over all or a significant proportion of your assets; or
- (i) a deterioration in your profits or your financial or trading position

Merchant Operating Instructions means any instructions, guidance, frequently asked questions or manuals made available to you by us that includes information and requirements for the Services as amended from time to time

Merchant Outlet means any retail outlet and any telephone order, mail order, online or mobile enabled website, outlet or point of sale (whether or not hosted or operated within Oman)

Merchant Terms and Conditions means these terms and conditions, as updated, amended or replaced from time to time

Oman means the Sultanate of Oman

Payment means a Payment, including a Card Payment, by an Account Holder for goods and/or services you have provided, which the Account Holder has authorised you to charge to his or her Account

PCI DSS means the Payment Card Industry Data Security Standards, a set of comprehensive requirements released from time to time by the PCI Security Standards Council to minimise the potential for Card and Cardholder personal data to be compromised and used fraudulently

PCI PA-DSS means the Payment Card Industry Payment Application Data Security Standards which apply from time to time or any standards which replace those standards

PCI PTS means the Payment Card Industry PIN Transaction Security standards which apply or any standards which replace those standards

Person means and includes (unless it says or the context suggests otherwise) an individual or an unincorporated body (such as a partnership) or company

Pre-authorised Orders means those Payments for which Authorisation has been sought prior to taking the Payment from the Cardholder

Privacy Policy has the meaning given in condition 22.1

Purchase with Cashback means a Payment in which an Cardholder receives cash as well as goods and/or services

QR Code Payment means any Payment which uses QR Code Technology

QR Code Technology means quick response code technology using machine-readable optical barcodes to enable customers to identify and instruct Payments to you.

Recurring Transactions means those Payments for which the Account Holder authorises a debit to their Account on a periodical, recurring basis

Refund means a Refund you give to your customer in respect of a Payment which will wholly or partially reverse that Payment

Regulator means any governmental or regulatory authority and/or any self-regulating authority, governmental department, agency, commission, board, tribunal, crown corporation or court or other law, rule or regulation making entity having jurisdiction over you or us and/or our businesses

Remittance means any Payment we make to you under this Agreement in the course of providing the Services

Schemes means a Payment scheme or method which we approve, including the Card Schemes

Scheme Fees are the part of your Charges and Fees that are passed through to the relevant Card Scheme

Scheme Rules means the collective set of bylaws, rules, regulations, operating regulations, procedures and waivers issued by (or formed in relation to) a Scheme, including any amendment, addition or replacement over time

Settlement has the meaning given to it in condition 3.1(c) of this Agreement

Services means the Acquiring Services and any other Additional Service which we provide to you under this Agreement

Thawani Group means us and our Affiliates

Third Party Service means any third party services provided to you by a third party (under a separate agreement) in relation to Payments

Third Party Service Conditions means any other terms and conditions provided by a third party in respect of any Third Party Service taken up by you in accordance with this Agreement and which apply to the Third Party Service (as updated from time to time) including the terms and conditions relating to any platform making available mobile applications for download (e.g. the Google Play Store or Apple Appstore)

Transaction Data means Payment details, Refund details and any other Card or Account details, Cardholder or Account Holder details, Authorisation, authentication responses, Settlement details or any other details related to a transaction.

VAT means value added tax and any other similar tax or duty

Virtual Terminal means an online device used to capture Card details for processing Card-not-present Payments

Virtual Terminal Services means the provision of a Virtual Terminal via the internet by us to you to enable you to process Card-not-present Payments, including the 'Pay by Link' or Payment by QR Code Technology available to you via the Virtual Terminal

In addition, in this Agreement:

- (a) we consider references to 'agent' as including any Merchant Agent we have approved;
- (b) when we refer to any enactment, it will include any amendment, addition or replacement and any legislation made under it;
- (c) when we refer to any document, we mean that document as in force for the time being and as amended, updated or replaced from time to time;
- (d) the words 'other', 'include', 'includes', 'including', 'for example' and 'in particular' do not limit any words that may come before them and you must not limit the scope of any words that follow in terms of their meaning if it is possible to give them a broader interpretation; and
- (e) any obligation to do or not do something includes an obligation to arrange for that to be done or not done (whichever is relevant).

Rates :

CARD TYPE	COMISSION PER TRANSACTION (%)
Local Debit Cards	1.5%
Credit Cards and International Debit Cards	2%

Signed by us or our duly authorised representatives on the date set out at the beginning of these Merchant Terms and Conditions.

Executed by
duly authorised for and on behalf of)
Thawani Technologies LLC)
)

Executed by
duly authorised for and on behalf of)
Legal Commercial Name:)
CR Number :)
Signature & Company Stamp:)