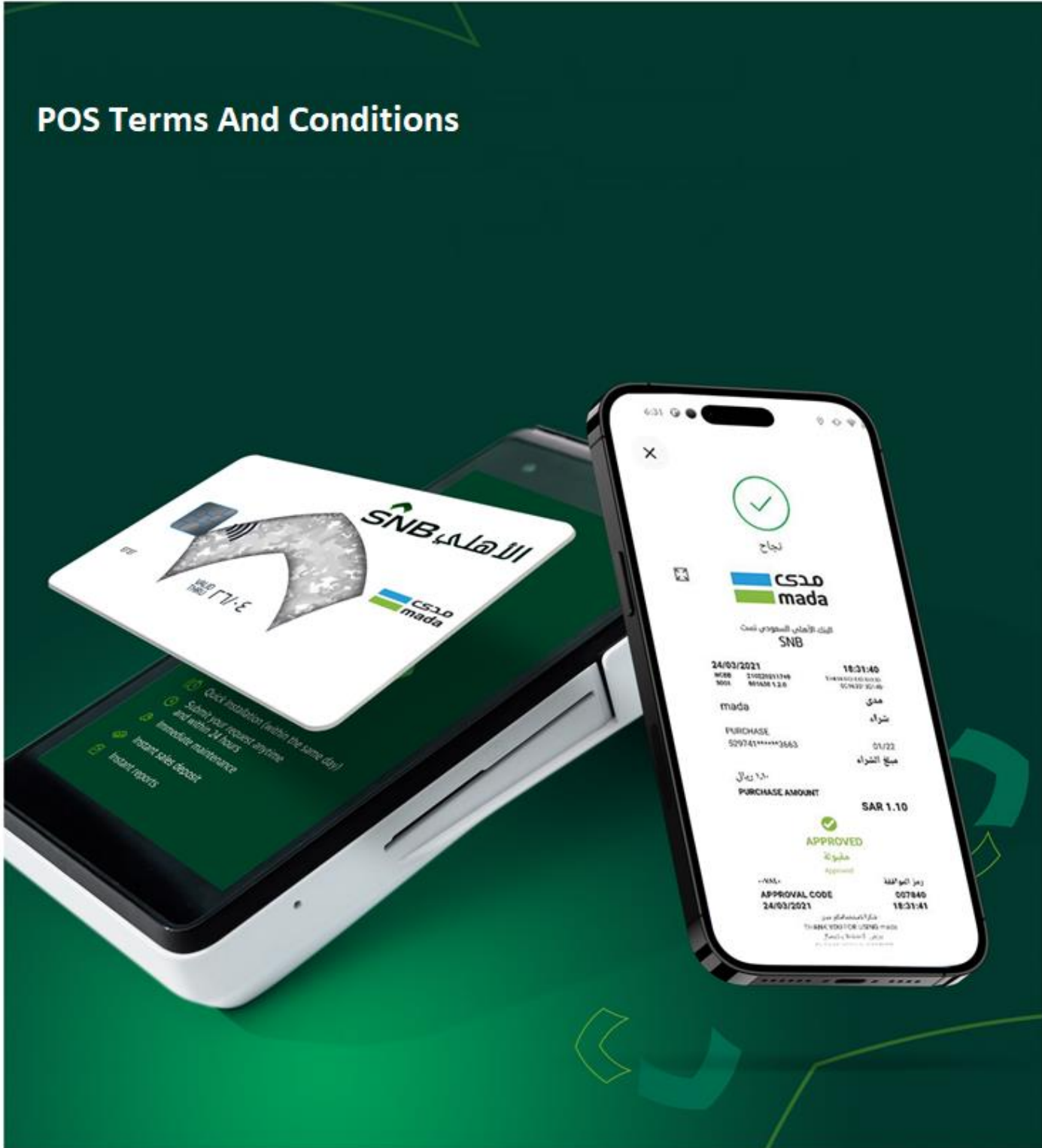


POS Terms And Conditions



Usage of Saudi Payments Network (mada) Marks:

- a. The Acquiring Bank shall - under this Agreement - grant the Merchant a non- exclusive, non-transferrable license for using the Saudi Payments Network marks, or any other trademarks selected by the Saudi Central Bank from time to time, in the relevant transactions within the POS service of the Saudi Payments Network, made by the Merchant under the terms of the Acquiring Bank. Accordingly, the Merchant undertakes not to file any objection or claim for its ownership of the Saudi Payments Network mark, neither dispute or object to the ownership and validity of the Saudi Payments Network (mada) marks.
- b. It is agreed that the Saudi Payments Network or any other trademarks, selected by the Saudi Central Bank from time to time, shall be exclusively owned by the Saudi Payments Network and that the Merchant shall cease using any marks for any other unauthorized purpose.

1. Installation and Maintenance of mada POS Devices:

- a. The Acquiring Bank shall install only the mada POS devices in the Merchant's branch under the terms and conditions of this Agreement or any terms and conditions added thereto or supplemented thereby, as amended from time to time, according to any regulations included in the Operation Manuals from time to time.
- b. Without prejudice to Clause 3(D) and Clause 19(C), the Acquiring Bank shall bear all the expenses and costs of supplying and installing and maintenance of the POS of the Saudi Payments Network and providing the devices' accessories.
- c. Under this Agreement, the Merchant shall authorize the Acquiring Bank to secure the mada POS devices, share the Merchant's contact details, and ensure that such devices have been installed in the Merchant's branch or any other locations agreed upon between the Merchant and the Acquiring Bank, either by the Acquiring Bank or by any third party appointed by the Acquiring Bank. In addition, the Merchant solely shall guarantee the full right to install and connect the mada POS devices in the Merchant's branch(es). No other bank shall have the authority to install the mada POS Devices in such branches or locations.
- d. The Merchant shall, at its expense, and prior to the agreed date for installing the POS, bear the expenses of providing and equipping the electric power points, the communication lines points, the POS data chips, and the space required for the POS devices of the Saudi Payments Network (including the emblem, the slogan, the mark and the advertisement in the agreed place in the agreed wording (in the agreed location(s) at the Merchant's branch. Any other infrastructure requirements (such as: the means of communications) shall be fulfilled via a mutual agreement between the Acquiring Bank and/or any of its approved agents.

2. Ownership of mada POS Devices:

The Merchant undertakes to use mada POS devices provided by the Acquiring Bank for making POS transactions within the Saudi Payments Network. Additionally, the Merchant shall:

- a. not display or market any advertisements carrying the Acquiring Bank logo without the Bank's prior consent. In such a case, the Merchant shall face all the penalties imposed by the banks for such act.
- b. maintain mada POS devices and take the precautionary required measures for protecting mada POS devices. In addition, the Merchant also undertakes not to tamper with or allow others to tamper with such devices in any form. Furthermore, the Merchant may not relinquish the possession and protection of mada POS devices, including any logos or marketing or advertising materials, except by the terms and conditions of this Agreement, or by a formal authorization from the Acquiring Bank for this purpose.
- c. not sell or relinquish or pledge, or dispose of or cause any indebtedness or attachment upon mada POS devices provided by the Acquiring Bank. In case of any, the Merchant shall be deemed to be breaching the terms and conditions of this Agreement and shall bear the civil and criminal responsibility for the same, and it is permissible for the merchant bank to charge the value of the device/devices to the merchant and impose the appropriate compensation or fine on them as a result of this behavior.
- d. remove or uninstall any software, symbols, and programming keys of mada POS devices, configured by the Acquiring Bank upon the termination of this Agreement.
- e. grant mada POS devices by the Acquiring Bank, based on the terms and conditions stated herein, and comply with the rules of the Saudi Payments Network.

3. General Obligations Imposed on Merchant

The Merchant shall:

- a. not photocopy or reproduce credit cards or register the confidential information thereon.
- b. offer a cardholder the Merchant's goods and/or services at the Merchant's sale price in cash with any applicable deductions by the Merchant, without any increase in sale prices in cash or receiving any commission or security from a cardholder for such transaction.
- c. not use mada POS devices for any other business. The Merchant shall use the same for only the direct transactions which belong to the Merchant's branch and its commercial registration, as stated in this Agreement.
- d. ensure that the Merchant's name, registered mark or branch locations are clearly and correctly printed on mada POS receipt.
- e. not impose any minimum or maximum fees for mada POS transactions on a cardholder who desires to use mada POS services.
- f. ensure that mada POS service devices and means, provided or approved by the Acquiring Bank , will be used only by the Merchant according to the regulations or rules of the Saudi Payments Network or any agreement for any other payment card transactions.
- g. ensure that mada POS devices are accurately, skillfully and carefully used for the intended purposes. In case of mada POS wireless devices, such devices shall be ensured to be shipped and place in a safe place.

- h. assume the responsibility for monitoring and using the supervisory Merchant's card(s) and PIN(s), guarantee compensation in favor of the Acquiring Bank and hold it harmless against any direct or indirect damage, loss, claims, costs, or expenses borne by the Acquiring Bank as a result of using the Merchant's supervisory card(s) or PIN(s).
- i. assume the responsibility for ensuring that mada cards and/or credit card, and any other payment cards are used for only making the transactions of mada POS services.
- j. not provide any guarantee or hold the Merchant's Bank responsible of any kind for goods and/or services offered by the Merchant.
- k. not make any changes or modifications to mada POS devices or install or connect any hardware or peripherals to such devices, unless otherwise is agreed upon in writing with the Acquiring Bank.
- l. use only the offered mada POS devices, and shall not use any other devices for reading any other payment cards.
- m. not charge a cardholder (of either mada payment cards and/or credit cards or any other payment cards) any part of the fees that the Merchant shall pay under this Agreement, either by increasing prices, or imposing fees imposed by the Acquiring Bank on the Merchant, or otherwise, or paying any funding costs related to the cards used across mada POS devices.
- n. ensure that mada POS devices are operated by only the Merchant's authorized and well-trained staff. In case of failure to make any transactions on the POS device(s) for a period of (30) days, the Bank may withdraw the device without a prior notice or the right to objection.
- o. ensure that the PIN of mada POS devices (for example when used for recovering amounts via the POS service) is limited to only well-qualified senior employees. Any misuse of the PIN by the Merchant can inflict losses, fees, costs and damage upon the Merchant Bank because of the Merchant's failure to comply with the PIN controls. As a result, the Merchant shall be responsible for all the damage, compensation, losses and implications.
- p. ensure that the Merchant's employees are monitored during marking the transactions of mada POS service and ensure that the employees follow the procedures stated in the operation manuals.
- q. agree that the Merchant shall always be responsible for its employees acts with respect to making the transactions of mada POS service.
- r. compensate the Acquiring Bank for any liability arisen from any dispute with a cardholder with respect to the commodities/ services purchased by the transactions of mada POS services, made by the payment card.
- s. ensure that the reconciliations of mada POS devices are performed on a daily basis and adhere to the reconciliation rules as stated by the Merchant Bank. Besides, the Merchant shall notify the Bank once the Merchant is certain (or at the beginning of the following working day) that it does not have the ability to make the reconciliations, clarifying the reason. If the Merchant fails to perform the daily reconciliation, the Acquiring Bank shall be compensated for and against all the proceedings, claims, losses, fees, costs, and damage incurred by the Acquiring Bank as a result of the Merchant's failure to reconcile the receipts of the transactions/ relevant bank on time.
- t. not tamper the features and/or operation principles of mada POS devices. In case that any of such devices fail to operate, the Merchant reports a failure of such a device, or a mark appears indicating (Cash Only), a permission shall be obtained from the Acquiring Bank in advance to act, and not to inform the Saudi Central Bank or the service provider."
- u. Not use any of the transactions of mada POS for the purpose of obtaining or providing cash in advance, unless the Acquiring Bank permits the same and the transaction is accepted as purchase with cashback. Any of such acts shall be a reason for the immediate termination of the Agreement (see section 35 below).
- v. be responsible for the safe storage of all the receipts of mada POS service transactions (at a temperature not exceeding 25 Celsius degree, and humidity less than 20%) for two years of the date of the transaction completion, and provide the Acquiring Bank with the required documents (in a readable format) if requested within such period, not later than (five) business days after receiving such request, or otherwise, the amount of the transaction made according to mada POS services by the Merchant shall be deducted and the Acquiring Bank shall have the right to withdraw the full amount of such transaction from the Merchant's account(s). In addition, the Merchant acknowledges that the receipt of the purchase transaction is the receipt generated by the device without any human intervention. If otherwise appears, the Bank shall not accept such receipt as a document for depositing the amount into the Merchant's account.
- w. In the event that a period of three months has elapsed from the period of requesting the return of the devices by the bank, the merchant has no right to demand a refund of the value of the devices paid after that, and the bank has the right to keep the amount.
- x. not ratify any other commercial agreements within the Saudi Payments Network regarding the Merchant's branches stated herein.
- y. ensure that the Acquiring Bank is kept informed of any changes (phone numbers, emails, faxes, contact persons, etc.) based on the daily transactions within mada POS service and the workplaces thereof.
- z. allow the Acquiring Bank to make changes to the maximum value of the purchase transactions and set a ceiling for the limit value, as dictated by the agreed rules.
- aa. be aware that the activation of the full or partial refund feature, for a commodity purchased through mada POS devices, requires a prior consent from the bank which hosts the service. Additionally, the Bank may suspend this feature at any time.
- bb. In addition to this, the refund feature shall be used according to the instruction provided by the Bank. Also, the Merchant shall be aware of the risks related to the refund feature, if activated.
- cc. If there are any financial claims or differences, the Merchant shall file a report via the contact No. 920000856 and maintain the report No. for reference upon request.
- dd. comply with all the terms and conditions of the worldwide payment cards, as stated in Annex # (2) [Worldwide Payment Cards Annex].

4. Roles and Responsibilities of Merchant's Sales Staff for mada POS Operation

- a. Unless otherwise agreed upon, only the Merchant may use the hardware and peripherals provided by the Acquiring Bank.
- b. The Merchant may only pass/read the following cards:
 1. The cards which are real, unforged, approved, ratified, authenticated and valid.
 2. The cards which are issued by the issuing bank in their original form.
 3. A card shall be provided by the authorized cardholder. If the Merchant doubts a cardholder's identity, it can verify it by the original government source of national identities (for example, by the request for the national ID, residence, passport, or any means that identifies a cardholder), and then compare the original name to the name printed on the plastic card.
 4. When the device asks for entering the PIN, a cardholder shall verify the transaction by entering the PIN via the mada POS device or via the PIN entry board.
 5. If the POS device requests a signature, the cardholder shall confirm the transaction by signing the receipt. Then, the Merchant shall verify that such signature matches the signature on the card backside.
 6. Only the Merchant may, by a permission from the Acquiring Bank, provide the cash withdrawal service through a purchase transaction, by the Acquiring Bank. Besides, the Merchant shall comply with the following rules upon making a purchase transaction with cash withdrawal:
 - o The Merchant shall request the activation of the service from the Acquiring Bank.
 - o The customer shall provide mada card.
 - o The application for cash withdrawal shall be enclosed or accompanied by the purchase order (PO).
 - o The cash withdrawal value shall not exceed the maximum limit of the daily cash withdrawal in SAR, which is SAR 400, as agreed upon between the Merchant and the Acquiring Bank.
 - o The cash withdrawal value shall not be less than the daily cash withdrawal, as agreed upon between the Merchant and the Acquiring Bank: SAR 1.
 - o All the above-mentioned cash withdrawal values (are exclusively available for mada cardholders) and depend on market circumstances and fluctuations. They may be changed as determined by the Saudi Payments Network.
 7. The Merchant shall ensure a cardholder's ratification of the transaction receipt and the amount of any cash withdrawal transaction by signing both copies of the transaction receipt. The Acquiring Bank shall not bear any losses or financial consequences that may result from the cardholder's failure to sign both copies of the receipt in case of cash withdrawal through a purchase transaction. The Merchant shall be fully responsible as stated in this Clause.
 8. Only if the Acquiring Bank permits the Merchant of providing indirect transactions, the regulatory rules of such transactions shall be complied with, which are as follows:
 - o The customer shall provide mada card and the PIN.
 - o A purchase transaction shall not exceed the limit permitted and authorized by both parties: The Acquiring Bank and the Card Issuing Bank.
 9. Although it is allowed to make indirect financial transactions, the Merchant shall ensure the compliance with all necessary steps required for ensuring the activation of mada POS technically with all the necessary means of connection so that it may be supported by direct connection processes.
 10. The Merchant shall, after any transaction, ensure that such transaction has been ratified by the cardholder, as required and that the cardholder admits full responsibility for such transaction.
 11. The Merchant shall not divide the transaction value into more than one transaction under any circumstances absolutely. For example, when the Merchant makes two transactions to a value of SAR 500 for goods that cost SAR 1000 using the same mada card or any payment cards. Such act shall be entirely prohibited. In such a case, the Bank may suspend the device and terminate the Agreement.
 12. The Merchant may not make repeated transactions for SAR 1, or more or less with mada card or its credit card for the purpose of reaching a number of transactions or transaction amounts in order to avoid paying the fees imposed thereon. In such a case, the Bank may suspend the device and terminate the Agreement. Besides, the Bank reserves its right to receive the said fees from the Merchant's account.
 13. The Merchant, providing Naqd service as a part of the "original purchase" transaction, shall not recover a part of the amount of the original transaction.

The Merchant acknowledges that its failure to comply with above-mentioned procedures and obligations shall not burden the Bank any responsibility, either legal or otherwise, for any proceedings, claims, costs, expenses, accumulative damage, or loss of profits, that the Acquiring Bank may be exposed to or incur because of the Merchant's failure to comply with the stated instructions and requirements. If the Bank is exposed to any of the above because of the Merchant's failure to comply with the aforesaid procedures, the Merchant shall bear the resulted proceedings, claims, costs, expenses damage, or losses that may be inflicted upon the Acquiring Bank as a result of the Merchant's failure to comply with such requirements, terms and procedures.

5. Fees:

- a. The Merchant shall pay mada POS service fees, applicable according to Merchant's service costs and determined in Clause (27) below, as determined by the Acquiring Bank and overseen by the Saudi Central Bank.

- b. The Acquiring Bank shall not bear any costs related to the cash withdrawal transactions, enclosed by purchase transactions.
- c. The Merchant's service fees shall be deducted from the Merchant's account(s) as a total value for each package of settlements, not individual transactions.
- d. The Acquiring Bank shall deliver a detailed account statement to the Merchant, for the transactions of mada POS service, stating the fees deducted against such transactions.
- e. The Acquiring Bank may amend the fees table from time to time and shall notify the Merchant, by any means, of the new fees and the date when such fees shall apply (referred to as the "effective date"), 30 (thirty) days prior to the effective date. Then, the Merchant shall notify the Bank, in writing, that it accepts or rejects the new fees. If the Bank does not receive a written approval from the Merchant, within (30) days, for the new fees, this shall be deemed to be an approval from the Merchant for such fees. Then, the Merchant shall pay them as of the effective date. If the Merchant notifies the Bank, within (30) days as of the Bank's notice of the new fees, that it does not accept the new fees, this agreement, then, shall be terminated as of the effective date without prejudice to any previous right or obligations thereto.
- f. If the merchant cancels the point of sale terminal(s) before completing one year from the installation date, a deduction of 1,725.00 Saudi Riyals including VAT, will be made for each terminal.
- g. In the event of non-payment of the due fees from the merchant, or in case of the Merchant Account does not have sufficient fund for the Bank to collect such due fees, or for any other reason where the Bank cannot collect such due fees or deduct the same from the Merchant Account, the Merchant, hereby, authorizes the Bank to:
 1. Deduct such due fees from any other account(s) of the merchant without the need for a prior notice to, or any consent of, the Merchant.
 2. Without prejudice to the preceding clause, to withhold any credit balance in the Merchant Account until all dues and arrears are met.
 3. In case of default in payment or failure to pay POS devices due fee for a period of (3) consecutive months without a legal or regulatory excuse, such as a case of force majeure or otherwise, the customer acknowledges upon signing the agreement that the bank has the right to disclose the information of the applicant for the point of sale devices provided and to discuss and review it with the credit companies. Such as the Saudi Credit Information Company (SIMAH) or any other entity authorized by the Central Bank of Saudi Arabia (SAMA)
 4. In the event of loss/damage/failure to return the device to the bank upon termination of the contract by either party, the merchant authorizes the bank to deduct an amount of 1,725.00 Saudi Riyals including VAT from the merchant's account

6. Change of Location:

- a. The Merchant shall not move or take away any mada POS devices installed in the Merchant's branch, including any logos or advertising or marketing materials, from their location to another location inside the branch or to any other building or branch of the Merchant, without a prior written consent from the Merchant Bank. In such a case, the Merchant may not request the Acquiring Bank to check or maintain the devices or lodge any financial claims after such removal.
- b. The Merchant undertakes to keep the Acquiring Bank informed of the device locations and that mada POS devices shall be moved and reinstalled by the Acquiring Bank in the appropriate time.
- c. The Merchant shall bear all costs, expenditures and expenses related to moving and reinstalling mada POS devices in negotiation with the Merchant Bank

7. Promotional Material Display:

The Merchant shall obtain a written consent from the Acquiring Bank prior to displaying or publishing any promotional materials containing mada mark. Besides, the Merchant shall display mada mark on mada POS devices and in visible places inside the Merchant's branch. The Merchant also reserves the right to display mada mark and name as long as this Agreement is effective and is not suspended or terminated, or until the Merchant is notified by the Acquiring Bank to cease such usage or display, which is sooner.

In addition to this, the Merchant shall not display anything false, deceptive or misleading, or carrying negative comments related to services provided by the mada on mada POS service devices.

8. Agreement Termination

- a. This Agreement shall be effective upon being signed by both Parties and shall remain effective until the agreed date and/or according to the terms referred to in Clause 35(b). Thereafter, the Agreement shall automatically be renewed for other periods. Each shall be one year unless such renewal is terminated by either Party by a 90-day notice.
- b. The Acquiring Bank may, at any time deemed appropriate thereby, terminate this Agreement by a prior 30-day notice to the Merchant.
- c. Regardless of the content of clause 32(a) and (b) below, the Acquiring Bank may, at any time, serve a written notice to the Merchant for terminating this Agreement immediately after occurring any of the following:
 1. If the Merchant violates any of the terms and conditions of this Agreement.
 2. If a decision issued on dissolving and liquidating the Merchant's company and business.
 3. If the Merchant is an individual or a partnership and the Merchant or the sole establishment owner, or any of its partners, declares its bankruptcy, or an order issued to appoint a receiver for its properties or for being bankrupt.
 4. If a judicial order is issued to seize, confiscate, sell or occupy any of the Merchant's properties or assets.
 5. If the Merchant's commercial register is cancelled for any reason.
 6. If the Merchant's commercial register or identity is expired, the Bank may suspend the POS devices of the Merchant according to the laws issued in that regard. Besides, the Bank may terminate the Agreement after (90) days as of the expiry of such identity.

7. If the Acquiring Bank has the conviction, at its own discretion, that the Merchant commits, or allows for committing, deceptive acts or breaching acts, while being aware thereof, at the Acquiring Bank discretion, without being obligated to give a reason, to terminate this Agreement.
8. This Agreement shall become terminated immediately if the Acquiring Bank ceased activating mada POS service for any reason.
9. The Acquiring Bank shall immediately return all materials, books and records, and all what is related to mada POS service transactions, to the Acquiring Bank. Thereafter, the Merchant may not use mada name or mark.
10. The Merchant shall allow the Acquiring Bank to access the Merchant's Branch for disconnecting mada POS service devices and/or recover and take out the devices and other mada-related equipment, which is not owned by the Merchant, and any materials carrying mada name and mark, at the request of the relevant bank. The Merchant shall, at its own expense, help the Acquiring Bank exercise its rights stated herein, and offer all cooperation with the Bank in that regard.
11. It is known and agreed herein that the termination of this Agreement by either Party shall not affect any previous rights or liabilities of either Party.
12. If the Acquiring Bank fails to provide mada POS service, the Merchant may apply for the transfer of the Agreement to another relevant bank selected by the Merchant, by submitting an application to the other Acquiring Bank explaining the reasons for transferring the Agreement. Thereafter, such Acquiring Bank shall request the approval of the banking authorities for completing such transfer.
13. If it is difficult for the hosting bank to recover all the provided devices after 15 days as of the Agreement termination, the hosting bank may claim compensation based of the results of the negotiation agreed upon between the Bank and the Merchant.

9. Merchant's Costs of mada POS Services:

In case of failure to collect the fees from the Merchant, the Acquiring Bank may withdraw the device from the Merchant without a prior notice.

10. mada-marked Payment Cards and PIN-based Transaction:

If a cardholder has a chip or magnetic tape card with a PIN, which can be used across devices provided by the Acquiring Bank, the terms and conditions of this Agreement shall apply upon using such a type of these cards.

11. mada POS Service Fees:

The fees stated in the below table shall apply immediately upon installing the device(s) at the customer's location:

Monthly Fees			
Fees	Details		
SAR 100	If total sum of monthly POS sales not amount to SAR 14,999		
Payment Cards' Fees			
Maximum	Fees	Transaction Amount	Service (per Transaction)
N/A	For one transaction 0.70%	Less than SAR 100	mada Card Service
SAR 160	For one transaction 0.80%	SAR 100 and above	
SAR 80	For one transaction 1.5%	GCC Payment Card Service	
Gas Station Fees			
Free of Charge		Platinum Merchant	
SAR 0.07		Other Merchant Categories	
Fees for transfer centers, banking centers and worldwide transfer transactions			
Minimum SAR 1, Maximum SAR3			
Fees	Service (per Transaction)		
5% per transaction	Mastercard Installment		
2.5% per transaction	CC services (Visa, Mastercard, UnionPay, Discover, American Express).		

12. Amendment to Agreement:

Unless otherwise expressly provided herein, the Acquiring Bank may set out other conditions in this Agreement or in the guidelines provided by the Acquiring Bank to the Merchant, to be added to this Agreement, any annexed table, additional conditions or any additional addendum hereto, by giving the Merchant a time limit for application. The Merchant's continuity to use the device shall be deemed to be acceptance to such conditions. Thus, the time limit for actual application commencement shall be given as follows:

Nature of Amendment	Method of Notice	Timeframe
Imposition of new fees or prices.	Handwriting or electronic typing or by an announcement medium, the Merchant's official website on the Internet.	At least (30) days prior to the commencement of applying the new amendments. If the Merchant fails to respond within the determined timeframe, (30) days, the new fees shall be effective as of the notice date.
Amendment to existing fees or prices.	Handwriting or electronic typing or by an announcement medium, the Merchant's official website on the Internet.	At least (30) days prior to the commencement of applying the new amendments. If the Merchant fails to respond within the determined timeframe, (30) days, the new fees shall be effective as of the notice date.
Any change to the terms and conditions.	Handwriting or electronic typing or by an announcement medium, the Merchant's official website on the Internet.	At least (30) days prior to the commencement of applying the amendments, except the cases that require an early or immediate change, imposed by the competent law or the relevant market systems. In such cases, notice shall be served at the actual day of applying the change at most.

13. PCI Compliance

- a. The Acquiring Bank shall provide the Merchant with the appropriate training on the rules for using the PIN entry device (PED), regarding the payment card industry (PCI) with respect to the Merchant's obligations. It is an initial training followed by other trainings on a regular basis and when any changes are made to such rules.
- b. The Acquiring Bank shall ensure that the Merchant is at all times kept informed of any updates or changes related to the legislation and rules for compliance with using the PED or relating to payment cards or the PCI DSS.
- c. The Merchant shall comply with the PIN entry standards for payment cards, and principles and legislations issued with respect to the establishment and application of the required protection controls.
- d. The Merchant shall ensure that competent (current or new) employees are updated on their responsibilities regarding the compliance rules for payment card PIN entry and payment card DSS.
- e. The Merchant shall clarify the compliance rules for payment card PIN entry and payment card DSS. Besides, the Merchant shall maintain the necessary standards required for passing the periodic testing certification for the extent of success.
- f. The Merchant shall notify the Bank immediately upon verifying the violation of the protection standards. Besides, the Bank shall provide all that is necessary to help Acquiring Bank and its competent employees investigate the evidence required for proving the protection penetration.
- g. The Merchant shall, hereunder, comply with holding the Bank harmless and shall not burden the Bank with any responsibility, either legal or otherwise, for any proceedings, claims, costs, expenses, accumulative damage, or loss of profits, that the Bank may be exposed to or incur because of the Merchant's failure to comply with the rules for payment card PIN entry or payment card DSS.
- h. In addition to the suspension of service, based on Clause No. 34 hereunder, and without violating Clause No. 35, the Merchant Bank may terminate this Agreement with the Merchant if the Merchant:
 1. refuses to accept or take any required precautionary action as dictated by its obligations to the standards and principles of payment card PIN entry or payment card DSS.
 2. fails to maintain or comply with standards and principles of payment card PIN entry or payment card DSS, and/or fails to pass compliance tests.
 3. is fined on a continuous basis, or receives warnings and notices regarding forgery of any transaction by the worldwide payment system, by which the Acquiring Bank may be required to take actions against the Merchant because of its failure to comply with such rules and standards or suspicion about transaction amounts during reconciliation.

14. Payment Cards of Other Banks:

Based on the Merchant's right solely to operate mada POS devices in its branch(s), the Merchant shall accept other banking cards issued by banking institutions compatible with and approved by the Saudi Payments Network or in consistency with any other agreements (including, but not limited to, the international cards, etc.)

Also, the representatives of other banks of any bank issuing another card may request the Merchant to allow for making transactions with such cards until such time as an appropriate merchant services agreement can be signed.

Without such agreement, the Merchant shall compensate the Acquiring Bank and/or the Bank issuing the other payment card for all the proceedings, claims, fees, expenses and damage incurred by the Bank as a result of such procedure.

Terms and Conditions of Agreement for Worldwide Payment Cards (Visa, Mastercard, Discover, UnionPay, American Express) via POS and Manual Entry:

Merchant's Rights and Obligations:

The Merchant shall:

- a. not photocopy or reproduce credit cards or register the confidential information thereon. Consider that a customer shall not use the credit card randomly and incorrectly, for example a customer uses multiple credit cards without knowledge of the available balance.
- b. determine the current account number to which the transaction product, made by Visa, Mastercard, Discover, UnionPay, and American Express, shall be credited. Besides, the Merchant must identify the account authorized signatories and notify the Bank in writing, provided that such account shall be used for this purpose.

The Merchant shall ensure:

- c. the validity of the card provided thereto:
 - o the card carries the logo of Visa/ Mastercard/ Discover/ UnionPay/ American Express.
 - o that there are no effects of alteration, distortion or misrepresentation on the card.
 - o that the signature of a cardholder on the purchase voucher matches their signature on the backside of the card submitted for purchase. Besides, the Merchant shall adhere to the Central Bank's instructions in terms of matching the cardholder's identity with the credit cardholder and shall ensure that the credit card is not fake or stolen.
 - o that the embossed name on the card matches the name in the ID card or any other official name, such as the national ID, residence or passport and shall ensure that they match.
 - o In case of failure to prove the availability of the card and/ or the cardholder, the Merchant shall bear the transaction(s) amount when the true cardholder objects to such transaction(s) and the Merchant shall not have the right to objection.
- d. The Merchant undertakes, towards the Bank, that it shall:
 - o not charge a cardholder any part of the fees to be paid by the Merchant under this Agreement, either by increasing prices or the fees imposed by the Acquiring Bank on the Merchant or otherwise, or paying any required financing cost regarding the card used via the devices of (Visa, Mastercard, Discover UnionPay and American Express) points.
 - o not divide a purchase amount into several transactions for the avoidance of obtaining an authorization from the Bank.
 - o not provide a cash advance or similar to a holder of an approved plastic card.
 - o not disclose any information given thereto or account number to any entity in any form, except the Bank or the company issuing the relevant card.
 - o compare the last embossed four digits on the credit card to the card No. printed to the transaction receipt after completing the transaction. If the number is different, the card shall be illegal. Then, the Merchant shall not deliver the goods or service to such cardholder and immediately contact the bank in that regard.
 - o not enter the card data manually by the POS device even if the device requests the same.
 - o maintain the purchase voucher signed by the cardholders, and the relevant documents, including invoices, bookings, for two years. Besides, the Merchant shall hand over the same to the Bank upon request within the period and in the way of transmission stated in the request submitted by the Bank, as the Merchant shall keep responsible for the same, even in case of canceling or amending this Agreement for any reason.
 - o The Merchant shall consider that any amounts refunded to a holder of an approved card (Visa/ Mastercard/ Discover/ UnionPay/ American Express) against transactions, made using a POS device, shall be processed by the function "Refund" as stated in the POS device operation manual. In addition, the Merchant shall not give any cash to cardholders if a refund transaction is not completed.
 - o The Merchant shall not use the "Cancel" feature, but shall use the "Refund" for refunding the difference to the cardholder if an amount greater than the required transaction amount is passed.
 - o For authenticating the original transaction, the Merchant shall request the transaction receipt, or any similar documents, from the cardholder, as evidence for the original purchase transaction. If the original receipt is not available, the Merchant shall refer to its policy and bylaws for deciding the refund.
 - o The Merchant shall, in case of full or partial refund, do this only for returned goods or cancelled services, or for amending the purchase price of previous POS.
 - o The Merchant shall ensure that the statement on return transactions and refunded amounts are in clear and visible form at the POS stations, including clear references to the documents required as evidence for the original purchase transaction.
 - o The Merchant shall file reports on the credit card transaction separately, along with sending a copy of only the transaction without the reconciliation.
 - o With respect to the transactions of Visa, Mastercard, Discovery, UnionPay, and American Express, the Merchant shall bear the amounts related to the objections to the payment cards in all cases in which the Merchant commits violations against any of the Agreement clauses; particularly, the cases when a report is filed after 3 days as of the transaction date, or for the absence of a cardholder's signature on the voucher and the voucher does not carry the authorization number, or the cardholder's data has been amended/ registered manually on the voucher.

- Within a period specified by the Acquiring Bank and/or set by any institution of the relevant cards, the Merchant shall, after any termination of this Agreement, become fully responsible for all the costs and financial settlements generated from the transactions under this Agreement. Upon termination, and if required by the Merchant Bank, the Merchant may maintain the escrow account with the Acquiring Bank. The amount required in this escrow account shall be determined by the Acquiring Bank within a period not exceeding the period specified by the Merchant Bank and/or any rules set out by the institution of the relevant cards, for bearing the actual costs and the amount of the financial reconciliations. Such funds shall be used for the reconciliation and deduction of the amounts generated from reconciliations at or after the date of the termination of this Agreement. The Acquiring Bank shall refund the remaining funds within a period not exceeding the period determined by the Acquiring Bank and/or any rules set out by any institution for the relevant cards after the Agreement termination. If such funds are not sufficient for covering the escrow account or for bearing the costs and reconciliations under this agreement, the Merchant shall immediately pay such expenses to the Acquiring Bank, at the request of the latter. Then, the records of the Acquiring Bank shall be used as evidence for covering such costs and financial reconciliations. The Merchant may not raise any objection to any of such records.
- The Merchant acknowledges that the Acquiring Bank shall reconcile all the fees and reconciliation transactions directly with the merchants according to the Merchant Services Agreement concluded between the Acquiring Bank which provides the service and the Merchant.
- Reports on credits cards shall be filed within 7 days as of the transaction date. The Merchant shall not object to deducting the transaction value from the account directly if the cardholder raises any objection, particularly when the Merchant violates any of the Agreement clauses.
- The Merchant acknowledges that the Acquiring Bank shall not, in any case, be responsible for the result of applying (or misapplying) the aforesaid clauses. In witness whereof, both Parties hereto signed this Agreement through their legal authorized representatives. By signing this Agreement, both Parties acknowledges and agrees upon all the terms and conditions stated therein, including the deduction of service fees from the Merchant for each transaction made by the worldwide payment cards on the POS devices, as shown in the table.