

● SAMPLE FORM ONLY DO NOT FILL OUT THIS FORM ●



CLICK THE COMMENT BOX TO ASSIST YOU IN COMPLETING THE FORM CORRECTLY

# Payment Acceptance Application Form and Agreement



This agreement, which includes Section A to Section H inclusive, and any amendments to it from time to time ("Agreement"), is made by and between:

- (1) Mashreqbank psc, a bank existing under the laws of the United Arab Emirates, with registered address P.O Box 1250, Dubai, United Arab Emirates (hereinafter referred to as the "Bank"); and
- (2) the merchant with its details set out in Section A (hereinafter referred to as the "Merchant").

The Bank and the Merchant are each referred to in this Agreement as a "Party" and together the "Parties".

Whereas

- (A) The Merchant desires to use the Bank's payment services selected by the Merchant in this Agreement, and which may be advised by the Bank to the Merchant from time to time, to obtain payments for merchandise and services it offers to its customers.
- (B) The Bank is agreeable to provide the payment services to the Merchant, subject to the General Terms and Conditions set forth in Section C of this Agreement, and the specific terms and conditions set forth in Section D to Section H inclusive applicable to the relevant payment services availed by the Merchant from time to time.

## Section A : Payment Acceptance Application Form

Type: ☐ New to bank ☐ Existing Merchant ☐ If existing Merchant Group - MID NO

**Relationship Section** SAMPLE FORM, CLICK THE COMMENT BOX TO HELP YOU FILL THE FORM CORRECTLY

Customer Information:

\* Merchant Name **XYZ Company**

Group  Concept Name  \* Trade License No. **1234567**  
(according to Trade License)

\* Annual Turnover **2,000,000 AED**

\* Company Website **www.xyz.com**

\* Line of Business (As in Trade License) **General Trading**

\* Business Address (for all Official communication):

Building Name **Dubai Properties Headquarters Building** Shop/Apartment/Office No. **601** P.O. Box. **12345**

Locality/Area **Dubai Internet City** Street Name/No. **Al Falak St.**

Landmark **Opposite Hulk University** City **Dubai Internet City** Emirate **DUBai**

\* Listed Telephone No. **041234567**

Fax

\* Mobile No. (For sending alerts) **05012345678**

\* E-mail ID (Mandatory for E - Statements) **accounts@xyz.com**

\* Authorized Signatories Details

|   | Name                   | Designation | Email               | Mobile No.         |
|---|------------------------|-------------|---------------------|--------------------|
| 1 | <b>Mohamed Mohamed</b> | <b>CEO</b>  | <b>Mohd@xyz.com</b> | <b>05012346578</b> |
| 2 |                        |             |                     |                    |
| 3 |                        |             |                     |                    |

\* Contact Persons for day to day Communication

| Particulars   | 1                   | 2                   | 3 (optional)       |
|---------------|---------------------|---------------------|--------------------|
| Name          | <b>Alias 1</b>      | <b>Alias 2</b>      | <b>Alias 3</b>     |
| Designation   | <b>Admin</b>        | <b>Accounts</b>     | <b>IT Dept</b>     |
| Work Phone    | <b>04123456788</b>  | <b>0412345678</b>   | <b>0412345678</b>  |
| Mobile Number | <b>050123456788</b> | <b>050123456789</b> | <b>05012356789</b> |
| E-mail ID     |                     |                     |                    |

## Section B : Payment Acceptance Details

- The Merchant acknowledges that following its completion and execution of this Agreement, the Bank is not obliged to provide any / all selected payment services to the Merchant, may commence any/all selected payment services at any time, and may require the Merchant to re-complete and execute this Agreement or any other superseding agreement at any time.
- The Merchant acknowledges that the Bank is not obliged to return any document the Merchant supplies to the Bank as part of the application process whether or not the Bank supplies any/all selected payment services to the Merchant.

### Merchant Wishes to apply for

#### A. Point of Sale (POS) Terminals

|                                            |         |    |            |        |                          |                         |
|--------------------------------------------|---------|----|------------|--------|--------------------------|-------------------------|
| GPRS                                       | Desktop |    | ISO        |        | Integrated Terminal      |                         |
| No of units                                |         |    |            |        |                          |                         |
| Unit Placement Details Attached            | Yes     | No |            |        |                          |                         |
| Initial Set up                             | Yes     | No | Fee Amount | Cheque | Auto Debit from Proceeds | Auto Debit from account |
| Annual Fee                                 | Yes     | No | Fee Amount |        | Auto Debit from Proceeds | Auto Debit from account |
| Monthly Fee                                | Yes     | No | Fee Amount |        | Auto Debit from Proceeds | Auto Debit from account |
| If Auto Debit from account, Account Number |         |    |            |        |                          |                         |

#### Merchant Discount Rate (MDR)

|          | Visa     |            |               |            | Master Card |            |               |            | JCB / CUP |            | Diners / others* |            |
|----------|----------|------------|---------------|------------|-------------|------------|---------------|------------|-----------|------------|------------------|------------|
|          | Domestic |            | International |            | Domestic    |            | International |            | All       |            | All              |            |
|          | Manual   | Electronic | Manual        | Electronic | Manual      | Electronic | Manual        | Electronic | Manual    | Electronic | Manual           | Electronic |
| Standard |          |            |               |            |             |            |               |            |           |            |                  |            |
| Premium  |          |            |               |            |             |            |               |            |           |            |                  |            |

#### B. MPOS

|                                            |          |             |            |        |                          |                         |
|--------------------------------------------|----------|-------------|------------|--------|--------------------------|-------------------------|
| Phone                                      | Data Sim | Card Reader | APA        |        |                          |                         |
| No of units                                |          |             |            |        |                          |                         |
| Initial Set up                             | Yes      | No          | Fee Amount | Cheque | Auto Debit from Proceeds | Auto Debit from account |
| Annual Fee                                 | Yes      | No          | Fee Amount |        | Auto Debit from Proceeds | Auto Debit from account |
| Monthly Fee                                | Yes      | No          | Fee Amount |        | Auto Debit from Proceeds | Auto Debit from account |
| If Auto Debit from account, Account Number |          |             |            |        |                          |                         |

#### E-mail IDs

|   | User Name | Email ID |
|---|-----------|----------|
| 1 |           |          |
| 2 |           |          |
| 3 |           |          |

#### Merchant Discount Rate (MDR)

|          | Visa     |            |               |            | Master Card |            |               |            | JCB / CUP |            | Diners / others* |            |
|----------|----------|------------|---------------|------------|-------------|------------|---------------|------------|-----------|------------|------------------|------------|
|          | Domestic |            | International |            | Domestic    |            | International |            | All       |            | All              |            |
|          | Manual   | Electronic | Manual        | Electronic | Manual      | Electronic | Manual        | Electronic | Manual    | Electronic | Manual           | Electronic |
| Standard |          |            |               |            |             |            |               |            |           |            |                  |            |
| Premium  |          |            |               |            |             |            |               |            |           |            |                  |            |

### C. E-Commerce

|                                                                                                                                                                                                                                                                                                                                                                                                                                        |     |    |                         |                          |     |     |                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|-------------------------|--------------------------|-----|-----|-------------------------|
| Initial Set up                                                                                                                                                                                                                                                                                                                                                                                                                         | Yes | No | Fee Amount              | Setup Fee Currency       | AED | USD | Others: ( Pls Specify)  |
| Cheque                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |    |                         | Auto Debit from Proceeds |     |     | Auto Debit from account |
| Security Deposit : Yes                                                                                                                                                                                                                                                                                                                                                                                                                 | No  |    | Security Deposit Amount |                          |     |     |                         |
| Cheque                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |    |                         | Auto Debit from Proceeds |     |     | Auto Debit from account |
| Annual Fee                                                                                                                                                                                                                                                                                                                                                                                                                             | Yes | No | Fee Amount              | Auto Debit from Proceeds |     |     | Auto Debit from account |
| Monthly Fee                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes | No | Fee Amount              | Auto Debit from Proceeds |     |     | Auto Debit from account |
| If Auto Debit from account, Account Number                                                                                                                                                                                                                                                                                                                                                                                             |     |    |                         |                          |     |     |                         |
| <input checked="" type="checkbox"/> *3rd Part SSL + Card details are not disclosed and the bank takes the responsibility for storing and protecting the card details<br>Or<br><input type="checkbox"/> 2nd Party (MO/TO) The merchant establishes a secure communication session directly with the bank for transaction processing.<br>Merchant takes complete responsibility for storing and protecting card and customer information |     |    |                         |                          |     |     |                         |

### \*Merchant Discount Rate (MDR)

|          | Visa     |        |      |               |        |      | Master Card |        |      |               |        |      | JCB / CUP |        |      | Diners / others* |        |      |
|----------|----------|--------|------|---------------|--------|------|-------------|--------|------|---------------|--------|------|-----------|--------|------|------------------|--------|------|
|          | Domestic |        |      | International |        |      | Domestic    |        |      | International |        |      | All       |        |      | All              |        |      |
|          | 3D       | Non 3D | MOTO | 3D            | Non 3D | MOTO | 3D          | Non 3D | MOTO | 3D            | Non 3D | MOTO | 3D        | Non 3D | MOTO | 3D               | Non 3D | MOTO |
| Standard | 2.85%    |        |      | 3.5%          |        |      | 2.85%       |        |      | 3.5%          |        |      |           |        |      |                  |        |      |
| Premium  | 2.85%    |        |      | 3.5%          |        |      | 2.85%       |        |      | 3.5%          |        |      |           |        |      |                  |        |      |

### Batch Processing:

|                   |                                  |
|-------------------|----------------------------------|
| Settlement in AED | Other Currency ( Please Specify) |
|-------------------|----------------------------------|

Comment :

Terminal Setup Date :

### Terminal Configuration Details

|                  |                            |                     |                  |
|------------------|----------------------------|---------------------|------------------|
| Regular Purchase | Pre-Receipt                | Pre auth            | Cash advance     |
| MOTO             | VOID                       | Salaam              |                  |
| EXT Pinpad       | Open Keys                  | Open Keys Limit     | Manual Imprinter |
| PC               | VPC                        | 3D Secure           | Non 3D Secure    |
| DCC Enabled      | DCC (Merchant Incentive) % | Max Purchase Amount | Refund Limit :   |

### Settlement Details

#### Settlement Details

|                       |                   |                  |                                                                                        |
|-----------------------|-------------------|------------------|----------------------------------------------------------------------------------------|
| Standard              | Batch cutoff      | Preferred time   | *Settlement Currency : AED <input checked="" type="checkbox"/> Other ( Please Specify) |
| *Bank Name            | Mashreq           | * Branch         | Dubai                                                                                  |
| * Bank Account No.    | 1234578998        |                  |                                                                                        |
| * Account Title       | XYZ Company       |                  |                                                                                        |
| * IBAN No.            | AE123456789098777 |                  |                                                                                        |
| Settlement :          | Gross             | Net              | Pay Order                                                                              |
|                       |                   |                  | Cheque                                                                                 |
| * Settlement Period : | 7days             | Purchase Limit : | Refund Limit :                                                                         |

## Loyalty Solutions

### A. 0% Equated Payment Plan (EPP)

Tag Code :

Instant EPP

Regular EPP

Bank Subvention Rate %

Minimum Amount

To be shared from:

POS Proceeds/MID

Auto Debit Account

If Auto Debit, Account Number

Tenor :

3 Months

6 Months

9 Months

12 Months

\*(Processing Fee is 1% for 3/6 months and 2% for 9/12 months)

### B. Salaam Redemption

|   | Rewards Partner Outlet name / Brand | Location of the Outlet | Emirate | Outlet Phone No. | Latitude | Longitude |
|---|-------------------------------------|------------------------|---------|------------------|----------|-----------|
| 1 |                                     |                        |         |                  |          |           |
| 2 |                                     |                        |         |                  |          |           |
| 3 |                                     |                        |         |                  |          |           |
| 4 |                                     |                        |         |                  |          |           |
| 5 |                                     |                        |         |                  |          |           |

\*Additional sheets to be used incase of more outlets.

Salaam Multiplier

2X(Merchant Contribution):

%

5X(Merchant Contribution):

%

10X(Merchant Contribution)

%

Others(Merchant Contribution)

%

Start Date :

d d m m y y y y

End Date :

d d m m y y y y

Auto Renewal :

### C. Smart Saver

Smart Saver: (Mashreq Contribution)

%

(Merchant Contribution)

%

(Total Cashback)

%

Start Date :

d d m m y y y y

End Date :

d d m m y y y y

Auto Renewal :

D. Tactical Offer ( Flavors)

Others Please Specify the Offer

|   | Rewards Partner Outlet name / Brand | Location of the Outlet | Emirate | Outlet Phone No. | Latitude | Longitude |
|---|-------------------------------------|------------------------|---------|------------------|----------|-----------|
| 1 |                                     |                        |         |                  |          |           |
| 2 |                                     |                        |         |                  |          |           |
| 3 |                                     |                        |         |                  |          |           |
| 4 |                                     |                        |         |                  |          |           |
| 5 |                                     |                        |         |                  |          |           |

Start Date : d d m m y y y y

End Date : d d m m y y y y

Auto Renewal :

This Agreement is entered into by the Bank and the Merchant as follows

For and on behalf of Mashreqbank psc by:

Name Title

Signature Date d d m m y y y y

For and on behalf of the Merchant by the Merchant's authorised signatory/ies as follows:

|   | * Name of the Authorised Signatory                                                                                                                                                                     | * Signature                | * Date       |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--------------|
| 1 | Mohamed Mohamed                                                                                                                                                                                        | WET INK SIGNATURE Required | Current date |
| 2 | 2nd / 3rd signatory required if multiple signatories are appointed to open and close bank account as stated in MOA (Memorandum of Association) or POA (Power of Attorney) or BOR (Board of Resolution) |                            |              |
| 3 |                                                                                                                                                                                                        | Company Stamp              |              |

## Disclaimer

For Bank Use Only

|                                   |           |           |                 |
|-----------------------------------|-----------|-----------|-----------------|
| Seller Name                       | Seller ID | Signature | Date            |
| Documents deferred/waived, if any |           |           | d d m m y y y y |
| Documents Forwarded to            |           |           |                 |
| Bank Authorised Signature         |           |           |                 |

## Terminal Placement Location Details

|    | Outlet Name / Brand | Location | Emirate | Contact Person | Mobile No.<br>Outlet Phone No. |
|----|---------------------|----------|---------|----------------|--------------------------------|
| 1  |                     |          |         |                |                                |
| 2  |                     |          |         |                |                                |
| 3  |                     |          |         |                |                                |
| 4  |                     |          |         |                |                                |
| 5  |                     |          |         |                |                                |
| 6  |                     |          |         |                |                                |
| 7  |                     |          |         |                |                                |
| 8  |                     |          |         |                |                                |
| 9  |                     |          |         |                |                                |
| 10 |                     |          |         |                |                                |
| 11 |                     |          |         |                |                                |

## Section C : General Terms And Conditions

The terms and conditions in this Section C shall apply to any and all services availed by the Merchant from the Bank.

### 1. Definitions

- 1.1 In this Agreement, the various terms, names and phrases used shall be understood to have the meanings or descriptions attributed to them as described herein below:
- 1.1.1 "APPROVED CARD" means any Payment Card (debit or credit) that the Bank may from time to time approve in writing.
- 1.1.2 "AUTHORISED PERSONNEL" means the employee(s) of the Merchant that have been trained and authorised in writing from time to time by the Bank to operate the Equipment.
- 1.1.3 "CHARGEBACK/DISPUTES" means a query or dispute or claim by the Cardholder or his bank against a transaction processed by the Merchant. It is reversal of a previous sale transaction.
- 1.1.4 "CARD RECOVERY BULLETIN" means a publication listing Blocked Cardholder numbers on Payment Cards which the Bank wishes the Merchant to recover.
- 1.1.5 "CARDHOLDER" means the person whose name and specimen signature appears on a Payment Card.
- 1.1.6 "DEFERRED PAYMENT" means a delay in Merchant settlement.
- 1.1.7 "EQUIPMENT" means the POS terminals and/or Manual Imprinters and all accessories, connections and peripherals provided by the Bank in its installation.
- 1.1.8 "FLOOR LIMIT" (if assigned) means the maximum amount, assigned by the Bank in writing from time to time, of merchandise which the Merchant may sell or services which the Merchant may render in any single transaction for a Cardholder without obtaining the prior written authorisation of the Bank, after due verification of card details with Card Recovery Bulletin.
- 1.1.9 "OPERATING MANUAL" means the manuals (as amended from time to time) provided by the Bank, containing operating procedures for Card Transactions and Equipment.
- 1.1.10 "PAYMENT CARD" means an un-expired plastic card bearing the distinctive color bands and logos identical to those appearing on the specimen provided by the Bank, which the Merchant by its entry into this Agreement acknowledges it has received and is fully familiar with.
- 1.1.11 "POS" means point of sale, and "POS terminal" means the point of sale card reader device. "RESERVE / PROVISION ACCOUNT" means account to hold temporary or permanently Merchants settlement funds to settle against the disputes, or claims from Cardholder or their bank. The Merchant authorise the Bank to open this account without Merchant approval.
- 1.1.12 "SALES DRAFTS" means the form supplied from time to time by the Bank to be used in Manual Imprinter (or) POS terminal, evidencing purchase of merchandise or services from a Merchant through use of Payment Card.
- 1.2 Reference in this Agreement to "person" or "persons" shall mean any person, firm, company or partnership.

### 2 Card Usage

- 2.1 Upon presentation of a Payment Card by the Cardholder being an authorised user, the Merchant agrees:
- 2.1.1 to sell merchandise to or render services for the account of the Cardholder at prices not in excess of the Merchant's ticketed or posted prices for such merchandise or services.
- 2.1.2 Not at any time and under no circumstances to levy or impose upon its customers (the Cardholders) any bank charges, surcharges, or commissions against any type of transactions.
- 2.1.3 Not to impose a minimum amount of merchandise purchased or services performed as a condition for accepting the Payment Card.
- 2.1.4 Not to refuse the Payment Card in favour of cash.
- 2.1.5 Not to refuse valid and normal discounts to Cardholders which are given to customers making payment in cash.
- 2.2 The Merchant undertakes not to accept any Payment Card that:
- 2.2.1 has passed its Expiry Date; or
- 2.2.2 has been listed in any Card Recovery Bulletin whenever received from the Bank; or
- 2.2.3 is being used by a user that the Merchant doubts is a genuine user; or
- 2.2.4 the Merchant doubts is in the usual shape of such a Payment Card and/or may not for any reason be a genuine Payment Card; or

- 2.2.5 is to collect or refinance an existing debt or is to collect any amount against a dishonoured cheque.
- 2.3 In case of Manual Imprinters, the Merchant shall invoice the Cardholder in respect of each transaction by completing a Sales Draft incorporating all required details in the form supplied or approved by the Bank and by imprinting thereon the embossed data from the Payment Card and from the Merchant plate on the imprinter or with the permission of the Bank, by imprinting thereon the electronically captured account number and expiry date of the Payment Card. In relation to the POS terminal, the Merchant shall invoice the Cardholder in respect of each transaction by swiping the Card through the POS card reader to electronically capture and print the Payment Card data on the Sales Draft. The Merchant must check the details on the POS Sales Draft with details on the Payment Card and ensure there is no discrepancy. In case of use of Manual Imprinters or where electronic POS terminal is not functioning due to any failure (for example, due to a downtime procedure), the Merchant must call the Bank for an authorisation for any amount greater than the Floor Limit assigned by the Bank for every charge which is being processed manually. The authorisation code obtained from the Bank must be displayed on the Sales Draft before concluding any such transaction. Failure to obtain authorisations may make the charge invalid and the Merchant may not receive a payment for it or be liable to get charged back.
- 2.4 The Merchant shall ensure the Sales Draft is signed by the Cardholder being the authorised user to whom the Merchant will hand one (1) copy thereof after due verification of the signature against the signature appearing on the Payment Card. No attempt may be made to divide the amount of any transactions by the completion of more than one Sales Draft. The Merchant shall not alter any details on the Sales Draft having obtained the Cardholder's signature. Any divided transaction shall be liable to be charged back/not paid.
- 2.5 The Merchant must retain the Merchant copy of each completed Sales Draft and credit voucher and the records relating to the transactions evidenced thereby for a minimum of eighteen (18) months, or for any longer period as required under applicable local laws, from the date of such transactions evidenced by the Sales Draft or credit voucher, together with duly signed Guest folio in case of Hotel Merchants, and duly signed Car Rental Agreement in case of Car Rental Merchants. Copies of the evidence mentioned in this clause must be provided to the Bank by the Merchant within seven (7) calendar days of the date of any demand, and the Merchant agrees that such demands may be made at any time, including (but not limited) to resolve any disputed transaction received from other centres and to strengthen any investigations of claims or for any other reason whatsoever.
- 3 Settlements And Refunds**
- 3.1 The Merchant agrees and undertakes to:
- 3.1.1 deposit each properly completed Sales Draft, accompanied by a Deposit Summary in the form supplied or approved by the Bank, at the Bank's designated branch within three (3) business days of the transactions evidenced thereby; and
- 3.1.2 transmit electronically all approved POS transactions to the Bank at the end of each day and retain properly completed Sales Drafts and the Batch Summary Slip and Invoice copy for the period stated in clause 2.5; and
- 3.1.3 Process any refund through the "Refund" function if allowed at POS terminal for POS sales or through Refund Voucher for Manual Imprinter sales. Such settlements are subject to verification and audit by the Bank and, in case of any inaccuracies, the Bank shall debit, hold, or credit the Merchant payment without notice for any deficiencies or overages or invalid Sales Drafts, as the case may be.
- 3.2 Notwithstanding any approval of a transaction which may be given by or on behalf of the issuer of a Payment Card, the Bank may refuse to credit the account of the Merchant with or may charge back to the Merchant the total amount of any Sales Draft without notice in any of the following circumstances:
- 3.2.1 the signature appearing on the Sales Draft is or is claimed by the Cardholder to be forged or unauthorised; or
- 3.2.2 the Payment Card details appearing on the Sales Draft do not match with the Payment Card details on the actual Payment Card; or
- 3.2.3 the merchandise referred to in the Sales Draft is defective, has been returned to the Merchant, has not been received, or has been claimed by the Cardholder to have been defective, returned to the Merchant or not to have been received; or
- 3.2.4 the services referred to in the Sales Draft are claimed by the Cardholder to have been unsatisfactory or not as described; or
- 3.2.5 a Sales Draft exceeds the assigned Floor Limit which has not been previously approved by the Bank; or
- 3.2.6 any Sales Draft provided to the Bank for any reason that is not in English is not translated into English by the Merchant within five (5) business days of the Bank's request; or
- 3.2.7 any Sales Draft submitted to the Bank in response to any inquiry, claim, query or dispute is illegible or unclear; or
- 3.2.8 a Sales Draft refers to a Payment Card which has expired or which the Bank has instructed the Merchant not to honour; or
- 3.2.9 the transaction evidenced by a Sales Draft or any other credit extended in respect thereof includes a cash advance made by the Merchant to the Cardholder; or
- 3.2.10 the transaction evidenced by a Sales Draft or any other credit extended in respect thereof is for any reason illegal, null or void; or
- 3.2.11 the Merchant can be shown to have attempted to reduce or disguise the amount of any one transaction by the use of multiple Sales Draft, known as 'split-ticketing'; or

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- 3.2.12 copies of the same Sales Draft have been deposited/transmitted by the Merchant more than once or the Bank has credited the amount already with the same Sales Draft; or
- 3.2.13 the Merchant has deposited or attempted to deposit with the Bank Sales Draft in respect of fictitious transactions or has otherwise defrauded or attempted to defraud the Bank; or
- 3.2.14 the Merchant shall have failed to comply with any of the terms of this Agreement; or
- 3.2.15 the Payment Card used in a transaction was listed on a Card Recovery Bulletin prior to the transaction; or
- 3.2.16 the transaction evidenced by Sales Draft took place prior to the embossed valid date on the Payment Card; or
- 3.2.17 the Merchant has accepted for imprinting with a Payment Card or processed through the Bank any document or paper, including without limitation Sales Draft and credit vouchers, which relate to merchandise sold or alleged to have been sold or performed by any individual or legal person other than the Merchant; or
- 3.2.18 the Merchant has used or attempts to use his/its Payment Card or Payment Cards of his/its relatives, friends or business associates for the purpose of funding/financing its business or otherwise benefiting by using such transactions to obtain money from the Bank by way of payments for such charges.
- 3.3 The Merchant shall be liable to the Bank for late presentment of vouchers receipts. Presentment shall be considered late from the date falling seven (7) calendar days from the date of request by the Bank.
- 3.4 The Merchant shall be liable for late presentment of POS batches transmissions. Presentment shall be considered late from the date falling six (6) calendar days from the date of the transactions.
- 3.5 The Merchant must submit the original Bank Manual Sales Draft within 25 calendar days of the date of the approval code for settlement. The Bank will give the Merchant details of any Sales Draft which it has refused to pay or has charged back to the Merchant. In case of any dispute, the Bank's record shall be conclusive, incontestable and binding on the Merchant.
- 3.6 The Bank agrees to settle the proceeds of any Sales Drafts less the agreed commission/charges by credit to the Merchant's account with the Bank, if maintained, or by Pay order, or such other mode as may be deemed appropriate by the Bank at its sole and absolute discretion.
- 3.7 All fees, charges or adjustments payable by the Merchant and the amount of any charge back to or credit voucher issued by the Merchant shall constitute a debt payable on demand to the Bank for which the Bank may debit the Merchant's account, or, at its discretion, recover from future sales proceeds or otherwise, without prior notice. In the event that any such debit results in an overdraft in the Merchant's account, the Merchant agrees to and shall, on demand, pay the Bank the amount of such overdraft.
- 3.8 All claims by any Cardholder and all disputes in respect of any transaction evidenced by a Sales Draft shall be settled directly between the Merchant and the Cardholder provided, however, that if any refund or other money adjustment is payable by the Merchant to the Cardholder, such refund or adjustment shall be made (unless the amount of such transaction has not been credited to the Merchant's account by the Bank or has been charged back to the Merchant) by means of the Merchant issuing a credit voucher in respect thereof which shall be delivered to the Bank within three (3) calendar days of issuance.
- 3.9 The Merchant shall notify the Bank in writing within thirty (30) calendar days with details of any discrepancy in its settlement/held/frozen/released amount, following which period the Bank shall not entertain or be liable for any discrepancy.
- 4 Equipment Licence Installation And Maintenance**
- 4.1 The Bank hereby grants and the Merchant accepts to use the Equipment supplied by the Bank.
- 4.2 Title to the Equipment, Software Programs, manuals and/or other documents relating thereto shall remain exclusively with the Bank at all times, and the Merchant covenants and undertakes not to charge, pledge, sell or otherwise encumber the same in original or copy form or in any other form whatsoever.
- 4.3 The Bank shall install the Equipment at such check-out points in the Merchant's premises as the Bank and the Merchant agree.
- 4.4 The Equipment shall be maintained and serviced by the Bank and the duly authorised agents of the Bank shall have unrestricted access to the Equipment during normal working hours for the purpose of maintenance, replacement, or any other services.
- 4.5 The Merchant shall not move, alter, adjust or in any manner tamper with the Equipment, which shall at all times be operated only by the Authorised Personnel of the Merchant and in compliance with the Equipment Operating Manual. The Merchant shall be fully responsible for the safety of the Equipment and for any damage to the Equipment other than the normal deterioration.
- 4.6 The Bank shall train employees of the Merchant to enable them to operate the Equipment. The Bank may refuse to authorise any employee of the Merchant if, in the sole opinion of the Bank, such employee is not suitable to operate the Equipment.
- 4.7 In the event of malfunction of the Equipment the Merchant shall immediately notify the Bank on its 24 hour Dubai Service Telephone number: 800 4700, and the Bank shall, upon such notification, arrange for the Equipment repair or replacement provided that such malfunction was not caused by misuse, abuse or negligence of the Merchant's employees.

4.8 The Bank shall in no way be liable to the Merchant or to any customer of the Merchant or to any person for any cost, losses, expenses, claims or damages, whether caused directly or indirectly by the Equipment or systems malfunction, failure, connection communication links or any negligent design or manufacture of any POS terminal or other equipment provided by the Bank or for any other reason whatsoever and howsoever arising.

4.9 The Merchant shall indemnify the Bank against any claim made against it by any customer or employee of the Merchant in relation to the Equipment.

## 5 Fees Charges, Rents And Commission

5.1 In consideration of the Merchant fulfilling all its obligations under this Agreement, the Bank agrees to provide Manual Imprinter(s) at no cost to the Merchant.

5.2 The Merchant agrees and undertakes to:

5.2.1 at its own cost provide an Etisalat or Du telephone line for the exclusive use of the POS terminal(s);

5.2.2 bear the periodical rental charges and call charges for use of telephone line (other than for the POS) will be borne by the Merchant;

5.2.3 pay the Bank a monthly rental fee per POS terminal at the agreed rates;

5.2.4 pay the Bank a commission for POS sales and for Manual Imprinter sales at the rates listed in this Agreement or as otherwise agreed or amended by the Bank from time to time in accordance with this Agreement.

5.3 The Parties agree there shall be no fee payable to the Bank in respect of any amounts charged back to the Merchant or in respect of which credit vouchers have been issued by the Merchant.

## 6 Advertising

The Merchant shall at all times display in all its premises/outlets any advertising or promotional materials provided by the Bank or any Payment Association. The Merchant also agrees to submit to the Bank for its prior written approval any advertising by the Merchant which uses the Bank's approved Brand Names, color bands design, logos or trademarks or any representation of any of them. The Merchant shall not in any way advertise or display in its premises/outlets any promotional material containing the name or symbol that only Mashreq cards are acceptable.

## 7 Covenants

7.1 The Merchant agrees not to, and shall not, accept for imprinting or electronic transmission with a Payment Card, nor process through the Bank, any document or paper, including without limitation Sales Drafts and credit vouchers, which relate to merchandise sold or services performed or alleged to have been sold or performed by individuals or legal persons other than the Merchant.

7.2 The Merchant agrees not to, and shall not, disclose nor permit any person to disclose, to any third party the names or account numbers appearing on a Payment Card or any document or form evidencing such names or numbers.

7.3 The Merchant agrees to fully cooperate with the Bank in recovering Payment Cards listed on the Card Recovery Bulletins and in relation to any formal communication which the Merchant receives from the Bank from time to time.

7.4 Except for Sales drafts of the amount of which the Bank has refused to credit or has charged back to the Merchant, the Merchant shall have no right to receive payments in respect of a transaction evidenced by a Sales Draft from any person except the Bank.

7.5 The Merchant agrees and undertakes to provide the Bank with whatever commercial, credit and legal information and documents as may be required by the Bank from time to time, including without limitation, all licenses, authorizations, permits, constitutive documents, audited financial statements and any other documents of whatsoever kind and nature the Bank deems appropriate at its sole and absolute discretion with respect to the Merchant.

7.6 The Merchant agrees that the Bank shall at all times have access to, to examine and verify, at any time, all records of the Merchant pertaining to Sales Drafts or credit vouchers processed hereunder.

7.7 The Merchant agrees and undertakes to achieve a card sales volume of at least AED 100,000/-- (one hundred thousand Dirhams only) per annum.

7.8 The Merchant agrees and undertakes to immediately notify the Bank about any change in its legal status, ownership, location, nature of business or any other change in circumstances which may alter its relationship with the Bank, as it pertains to this Agreement in any way, or otherwise.

7.9 The Merchant agrees and undertakes to submit all documentation required by the Bank from time to time and hereby confirms and declares that it party whosoever about its nature of business, performance, creditworthiness etc, without reference to the Merchant. The Merchant also agrees that the Bank is hereby fully authorised to disclose at any time any information about the Merchant to any person or party whosoever during the validity of or after the termination of this Agreement.

7.10 The Bank and its correspondent financial institutions have the right to block the funds transferred to/for customer "account " in case of suspicion of illegal activity/money laundering/terrorist financing/international sanctions, in line with the applicable regulatory requirements.

On the same basis, the bank may decide not to conduct a transaction in the customer's account or close down the account after serving an account closure notice.

- 7.11 The Merchant hereby authorises the Bank to open and maintain at all times a Reserve Account in order to cover any and all charge backs, disputes, claims, queries adjustments, fees, charges and other payments that are or may become due, owing and payable by the Merchant to the Bank. The Merchant authorises the Bank to withdraw/freeze any funds in the Merchant's Reserve Account. If the Merchant funds in the Reserve Account are not sufficient to cover the charge backs, adjustments, fees, charges and any other payments due or that may become due from the Merchant to the Bank, or if the funds in the Reserve Account have been released to the Merchant, the Merchant agrees to promptly pay the Bank the amount of such deficiency upon request. In the event of a failure by the Merchant to fund/replenish the Reserve Account, the Bank hereby reserves the right to set off without prior notice to the Merchant and the Merchant hereby authorises the Bank to liquidate and set off all Merchant's accounts and deposits of any kind or nature held with the Bank in any branch for the recovery of funds equivalent to the amounts which may be considered suspected or fraudulent or disputed transactions at the sole and absolute discretion of the Bank. The Bank may withdraw funds from the Reserve Account at any time without notice to the Merchant in the amount of any obligation or liability of the Merchant to the Bank hereunder, arising prior to or after termination of this Agreement.
- 7.12 The Merchant shall not sell, purchase, provide or otherwise disclose Cardholder account information or any other Cardholder personal information to any third party. The Merchant shall store any such information in an area limited to selected personnel and, prior to discarding any such information (including the media on which it is held), shall destroy it in a manner that renders such information/data/media unreadable, including all materials containing Cardholder account numbers or Payment Card imprints, such as Sales Draft and credit vouchers and slips, after the expiry of eighteen (18) months of the date of the transaction or such other longer period as may be required by local laws.
- 7.13 The Merchant is liable for any data-related breach and shall ensure that the Cardholder data is fully secured at all times.
- 7.14 The Merchant shall promptly inform the Bank in writing in the event of any change in its profile/contacts.
- 7.15 The Merchant shall perform/conduct the business mentioned in this Agreement. The Merchant shall not perform/deliver any service/merchandise other than that which has been agreed with the Bank and/or stated in its trade licence.
- 7.16 Against each Payment Card usage there must be a service/merchandise transacted. The Merchant must provide to the Bank any proof the Bank requires from time to time in relation to the merchandised sold, receipts, invoices, Cardholder correspondence and all related documents relating to transactions with Cardholder.
- 7.17 In case of any disputes/query concerning any transaction, the Merchant must provide to the Bank any documents required or requested by it from time to time, or to any law enforcement agency. The Merchant shall be responsible and obliged to at all times maintain and retain legible and clear copies of all documents required by the Bank or any law enforcement agency. In case any document is not legible and clear, the Merchant shall lose the right of claim for such transaction.
- 7.18 The Merchant shall be liable for any counterfeit/skimming Payment Card transaction on submission of report from any card issuers, or card associations or law enforcement agencies.
- 7.19 The Bank has the right to contact and investigate the Merchant in respect of its business, transactions and documents.
- 7.20 The Bank has the right to charge or penalise or impose a fine upon the Merchant in respect of the submission of invalid, late or non-authorised transactions or documents, in addition to Bank's right to terminate this Agreement.
- 7.21 If the number of disputes exceeds 50 transactions per month, the Bank reserves the right to penalise the Merchant in an amount of USD\$ 50.00 per additional disputed transaction without prejudice to its right to terminate this Agreement.

## **8 Liability And Indemnity**

- 8.1 All activities pursuant to this Agreement shall be carried out by the Merchant and accordingly the Merchant shall assume all losses and liabilities relating thereto and arising therefrom.
- 8.2 The Merchant hereby undertakes to protect, defend, hold harmless, indemnify and keep the Bank indemnified from and against any loss, liability, damage, cause of action, lawsuit, claim, penalty and expense, including legal fees, of whatever nature in respect of or arising out of:
- 8.2.1 the installation, operation and maintenance of the facilities of the Merchant or any of its employees, agents and representatives;
- 8.2.2 the activity of any third party, whether an employee or agent of the Merchant, a customer of the Merchant or any other third party, whether private or public;
- 8.2.3 third party claims against the Bank or to which the Bank is joined pursuant to any access of other financial institutions' Payment Cards through the Bank's POS terminals;
- 8.2.4 actions, omissions, or any other cause or fault or misuse of the POS terminal, caused by the Merchant or any of its officials or agents or representatives; and
- 8.2.5 the cost of any investigation (including but not limited to any investigation in relation to any suspected fraud, chargeback, loss or data breach) conducted by the Bank, any Card Association, scheme rules or any other regulatory or governmental entity having oversight of the Merchant and/or the Bank; and

8.2.6 any breach by the Merchant of any term of this Agreement.

The obligations set forth in this clause shall survive the expiration or earlier termination of this Agreement.

## 9 Term And Termination

9.1 This Agreement shall be valid for an initial term of one (1) year ("Initial Term").

9.2 Effective on the last day of the Initial Term, and each anniversary thereafter, this Agreement shall automatically renew for a further term of one (1) year (each term after the Initial Term being a "Subsequent Term").

9.3 For the avoidance of doubt, the references to this Agreement in this clause 9, including its renewal, include all services availed from the Bank by the Merchant from time to time as set out in Sections (D) to (H) inclusive of this Agreement.

9.4 The Bank may terminate this Agreement:

9.4.1 without cause, effective at the end of the Initial Term or at the end of any Subsequent Term (as applicable), by providing the Merchant with at least thirty (30) calendar days' notice of termination;

9.4.2 forthwith, in the event the Merchant becomes bankrupt or insolvent or has a receiver appointed over the whole or any part of its assets or any substantial part thereof, or if a court decision is rendered for the seizure of its assets or any substantial part thereof;

9.4.3 forthwith, in the event there is a change in nature or place of business or the management of the Merchant;

9.4.4 forthwith, in the event the Merchant fails to achieve a Card sales volume of at least AED 100,000/-- (one hundred thousand Dirhams only) per annum;

9.4.5 forthwith, upon written notice to the Merchant, in the event of breach, default or non-compliance by the Merchant of any of the provisions contained in this Agreement, which breach, default or non-compliance is, in the opinion of the Bank, incapable or remedy, or if deemed capable of remedy, remains un-remedied for seven (7) days from written notice of such breach, default or non-compliance has been given by the Bank to the Merchant;

9.4.6 forthwith, in the event there is in the Bank's opinion a material adverse change in the financial or other condition of the Merchant or an event shall occur pursuant to which the Bank considers the Merchant may be unable to fully perform its obligations under this Agreement; and

9.4.7 forthwith, in the event the Bank suspects a fraud on the part of the Merchant or non-compliance by the Merchant of the Card acceptance procedures.

9.5 The Bank may terminate any of the services mentioned at Sections (D) to (H) inclusive of this Agreement, immediately on notice to the Merchant.

9.6 Notwithstanding any other provision to the contrary in this Agreement or elsewhere, the Bank shall have the sole, absolute and unrestricted right to terminate this Agreement at any time without notice and without assigning any reason whatsoever, and may take any/all legal steps and measures against the Merchant available to it, including (but not limited to) the right to claim compensation or damages from the Merchant for any and all losses/damages arising out of any of the events listed at clause 9.3, including (but not limited to) any losses/damages resulting from charge back.

9.7 Upon termination of this Agreement for any reason whatsoever the Merchant shall immediately cease use of, and return to the Bank, the Equipment and all Imprinters, POS terminal(s), forms and other material bearing the name or trademark of the Bank or any representation of any of them and perform any/all other actions as the Bank may reasonably request. The Merchant acknowledges all the Equipment and all Imprinters, POS terminal(s), forms and other material bearing the name or trademark of the Bank or any representation of any of them remain the sole property of the Bank at all times and that the Merchant does not represent the Bank in any manner. In the event of non-compliance by the Merchant with this clause, the Bank reserves the right to claim a minimum compensation of at least AED 3,500/-- (three thousand five hundred Dirhams only) plus other charges for the loss, damage or non-return of the Equipment.

## 10 Exclusion And Limitation Of Bank Liability

10.1 The Bank shall not be responsible or liable for any claims, losses, damages or lawsuits incurred or that may be suffered by the Merchant for any failure or non-performance of the POS terminal or for any losses, or indirect, special, exemplary, incidental or consequential damages or loss of profits or interest.

10.2 The Bank makes no warranty whatsoever regarding Payment Card Authorisations, declines or referral codes, responses to requests for authorisation, processing, settlement, or any other services provided by or on behalf of the Bank hereunder, and the Bank hereby disclaims any and all such warranties, express or implied, including without limitation warranties of merchantability or fitness for a particular purpose, and the Bank shall have no liability to the Merchant or any other person for any loss, liability or damage arising directly or indirectly in connection herewith.

10.3 The Bank has no liability or responsibility for actions of any Card Association, Card Issuer or Cardholder and the Merchant shall be liable to bear any consequences thereof for any claims submitted by the Card Association, Card Issuer or Cardholder.

- 10.4 The Bank shall not be liable for delays in processing or other non performance caused by events such as fires, telecommunications failures, equipment failures, strikes, riots, war, non performance of vendors, suppliers, processors or transmitters of information, force majeure or any other causes over which the Bank has no control.
- 11 Waiver**
- No course of dealing between the Bank and the Merchant, nor any delay, omission or failure on the part of the Bank to exercise any of its rights under this Agreement, shall be construed as a waiver of such rights or impair the rights of the Bank in any respect.
- 12 Supremacy**
- This Agreement cancels and supersedes all previous agreements and negotiations, and contains the complete understanding of, the Parties in relation to the subject matter of this Agreement, and no representations, inducements, provisions, agreements, arrangements or undertakings, whether oral or written, expressed or implied, shall have any force or effect other than those contained herein.
- 13 Interpretation**
- This Agreement shall not be interpreted or construed as creating any partnership or joint venture between the Parties and neither Party shall have the power to bind and obligate the other except as set forth in this Agreement.
- 14 Assignment**
- This Agreement and the rights and obligations of the Parties shall be binding upon and shall inure to the benefit of their respective successors and permitted assigns. The Bank shall have the right to assign this Agreement or any rights or obligations therein without the consent of the Merchant, The Merchant may not assign this Agreement or any right or obligation therein without the prior written consent of the Bank.
- 15 Records**
- The records of the Bank shall, in the absence of manifest error, be conclusive and binding on the Merchant.
- 16 Force Majeure**
- 16.1 Neither Party will be liable to the other Party for any delay or non-performance of its obligations under this Agreement to the extent it arises from a Force Majeure Event subject to the affected Party:
- 16.1.1 promptly notifying the other Party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance; and
- 16.1.2 using its best endeavours to limit the effect of the delay or non-performance on the other Party.
- 16.2 If performance is not resumed within ninety (90) calendar days of the occurrence of the Force Majeure Event, the Party may terminate this Agreement immediately by written notice to the other Party.
- 17 Credit Into Bank Account**
- As a bona-fide authorised signatory of the establishment, the Merchant confirms that the particulars and documentation provided in relation to this Agreement are accurate, and the Bank is authorised to credit the account mentioned in this Agreement, or such other account as may be agreed between the Merchant and the Bank in accordance with this Agreement, for all Visa and MasterCard reimbursements. In the event of any change in the above standing instruction, the Merchant shall inform the Bank in writing.
- 18 Confidentiality**
- The Merchant agrees to, and shall, keep all information relating to or arising out of this Agreement ("Confidential Information") confidential and shall not disclose such Confidential Information to any person except as expressly contemplated herein. In the event the Merchant is obliged in law to disclose any Confidential Information it shall promptly inform the Bank of the same, and comply with the reasonable requests of the Bank to ensure its confidential treatment by any disclosee.
- 19 Severability**
- In so far and in the event that any clause or sub-clause of this Agreement shall be void as being contrary to law, this Agreement shall continue and have effect as if such clause or sub-clause had been omitted from this Agreement provided that any ambiguities in the construction of this Agreement thereby caused shall be resolved in so far as shall be lawfully possible by reference to the intent of such void clause or sub-clause.
- 20 Continuing Obligations**
- Rights and obligations set forth in this Agreement that are by their nature continuing shall survive the expiration or early termination of this Agreement.

## 21 Notices And Amendments

- 21.1 The Bank may, from time to time, issue Operating Manuals and directions in writing regarding the procedures to be followed and prescribe forms to be used in carrying out and implementing the present Agreement and such directions and the terms of such forms shall be fully binding upon the Merchant upon receipt thereof unless the Merchant elects to give immediate notice of cancellation of this Agreement pursuant to its terms and conditions.
- 21.2 The Bank may, at its sole discretion and without assigning any reason whatsoever, amend or modify any of the terms of this Agreement as it may deem appropriate, in relation to the pricing of any service under this Agreement, effectively immediately, and, otherwise, with seven (7) calendar days' notice to the Merchant, following which the amended terms shall become binding on the Merchant.
- 21.3 Any notice or other communication to be given under this Agreement shall be in writing and shall be delivered personally or sent by registered mail (return receipt requested, postage prepaid). Any such notice shall be deemed given:
- 21.3.1 if personally delivered, upon delivery; or
- 21.3.2 if sent by email or facsimile, upon receipt; or
- 21.3.3 if sent by registered mail, upon the passage of three (3) business days after mailing.
- 21.4 Notice to the Merchant may be given by personal delivery, email, facsimile or post, to the relevant details set out in Section A of this Agreement.
- 21.5 Notice to the Bank may be given to the following address:
- Merchant Services Unit, P.O. Box 1250  
Mashreq Bank  
Office # 815, 8th floor  
Block B, Entrepreneurs Business Village  
Near Clock Tower, Deira, Dubai
- 21.6 Either Party may change its notice address details under this Agreement by providing seven (7) calendar days' notice to the other Party.

## 22 Governing Law

This Agreement shall be governed in accordance with the applicable laws of Dubai and the courts of Dubai shall have jurisdiction to resolve any difference or dispute arising out of this Agreement or any part thereof. Submission to such jurisdiction shall not limit the right of the Bank to initiate proceedings against the Merchant in any other court with jurisdiction over the Merchant or any of its assets, proper ties or revenues.

## Section D: Dynamic Currency Conversion

### 1. Description Of Dynamic Currency Conversation

- 1.1 The Dynamic Currency Conversion ("DCC") program ("Program") enables certain types of Merchant customers, whose Bank Cards are denominated in certain currencies ("Program Currency") other than United Arab Emirates Dirham ("Foreign Cardholders"), to present a Card at the POS terminal and to pay for a purchase in the currency of the Foreign Cardholder, based upon a rate of exchange determined by the Bank, while Merchant receives settlement of the foreign transaction in United Arab Emirates Dirham (collectively, a "Foreign Transaction").
- 1.2 The Merchant acknowledges and agrees that a Foreign Transaction will be converted to the Program Currency in which the Card is denominated based upon an exchange rate in effect at the time of authorisation for retail transactions and that the Foreign Transaction, as converted, will be cleared through Visa, Inc., or MasterCard, Inc. (collectively, the "Card Associations") in the currency in which the Card is denominated. The Program shall apply only to those Cards issued by Visa, MasterCard or under the brands of such other card associations included within the Program that are billed to the Foreign Cardholder in a Program Currency. The Program may not apply to credit-return transactions, or certain Foreign Transactions that are referred to the Bank for authorisation or otherwise authorised by the Merchant via telephone. The Bank reserves the right to add, delete or suspend any currency to or from the Program, as the case may be, at any time without notice to Merchant. Further, the Bank may terminate or suspend the Program for any reason forthwith upon notice to the Merchant.

### 2 Program Requirement

- 2.1 The Merchant shall comply with all reasonable instructions provided by Bank pertaining to Merchant's participation in the Program. Without limiting the foregoing, Merchant agrees to comply with the following specific Program requirements:
- 2.1.1 Program disclosure: the Merchant agrees to comply with all instructions and specifications applicable to the Program as provided by the Bank from time-to-time. Without limiting the generality of the foregoing, Merchant shall follow Program procedures as may be amended by the Bank from time-to-time.

- 2.1.2 Foreign Cardholder Opt-In: the Merchant shall, based upon the instructions provided by the Bank and/or the Card Associations from time to time, provide Foreign Cardholders with the ability to "opt-in" or consent to participate in the Program. In the event that a particular Foreign Cardholder elects not to opt-in, it is understood that the Bank will process that Foreign Cardholder's Transaction in United Arab Emirates Dirham. The Merchant agrees to, and shall, make such reasonable modifications as the Bank may request to increase the likelihood of Foreign Cardholders opting-in to the Program. It is understood that any Foreign Transaction for which the Merchant fails to provide a Foreign Cardholder with the opt-in procedure as described herein, may be subject to a charge back as described in this Agreement.
- 2.1.3 Timely Presentment of Foreign Transactions: the Merchant acknowledges that the timely presentment of Foreign Transactions is necessary for participation in the Program. For the avoidance of doubt, Foreign Transactions must be presented within twenty-four (24) hours of the completion of the Foreign Transaction. Notwithstanding the foregoing, Foreign Transactions submitted by Merchants involved in the hotel, lodging and cruise industries must be submitted within twenty-four (24) hours of a Foreign Cardholder's checkout from the Merchant's establishment. Merchant acknowledges that in the event of its failure to present a Foreign Transaction within the specified timeframe the Bank may reduce the amount of the Program Participation Payment (as defined below).
- 2.1.4 Credits/Refunds: all credits/returns for transactions that were processed in the Foreign Cardholder's currency must be sent to the Bank for processing. In the event that the Merchant processes any such credit/refunds on the POS terminal, the Merchant shall be liable for any financial losses arising from the same.
- 2.1.5 Chargebacks: a chargeback incurred in connection with a Foreign Transaction shall be transmitted to the Bank by the applicable Card Association in the Program Currency and converted by such Card Association into United State Dollars at the Card Association's designated foreign exchange rate.

### 3 Program Participation Payment

- 3.1 As consideration for its participation in the Program, the Bank will pay the Merchant a DCC Merchant Incentive pertaining to the percentage mentioned in this Agreement (or such other percentage or other means of calculation as agreed or amended pursuant to this Agreement) of the amount of Foreign Transactions settled on behalf of Merchants under the Program, calculated in United Arab Emirates Dirhams, prior to any conversion of the Foreign Transaction amount under the Program (the "Program Participation Payment").
- 3.2 The Program Participation Payment shall be denominated and paid in United Arab Emirates Dirham. Payment shall be made by the end of the calendar month following the month in which the Program Participation Payment was earned.
- 3.3 The Merchant must highlight any discrepancy pertaining to the Program Participation Payment within thirty (30) calendar days of the payment being made. The Bank shall not be liable to entertain any discrepancy requests sent to it after this period.

## Section E: E-commerce

- 1. The Merchant agrees as follows:
  - 1.1 To provide a brief description of the merchandise or services purchased with a Card, together with other disclosures.
  - 1.2 To defend, save and hold harmless the Bank and indemnify the Bank for any and all disputes, customer queries, claims, actions, suits, losses, damages and liabilities and costs including attorney's fees, relating to any claims filed by cardholder for whatsoever reason.
  - 1.3 To comply with a format approved by the Bank for the On-Line Order Form. It is understood, acknowledged and agreed that Merchant shall not process any transaction that is not in compliance with the terms of the Addendum or the Merchant Agreement between Merchant and the Bank for purpose of the Card or Cards.
  - 1.4 Not to use the Bank's name, style or any registered trademarks or trade names of the Bank, which shall in any event remain the property of the Bank, unless the Merchant obtains a written authorization from the Bank.
  - 1.5 To install the "Payment Client" component provided by the Bank in Merchant's On-Line server.
  - 1.6 To send the payment details to Bank's secure server using Secure Socket Layer technology.
  - 1.7 To include in each transaction the order reference number.
- 2 The Bank shall send back the status of the transaction to the Merchant with the order reference number.
- 3 The Merchant may enter transactions received by post, by telephone, by fax, or in person from the Card Holder using the manual data entry screen or POS terminal provided by the Bank.
- 4 The Merchant warrants that all transactions tendered to the Bank will represent obligations of Cardholders to Merchant for bona-fide transactions in the amount set forth thereon for merchandise sold and/or services rendered only, and shall not involve any element of

credit for any other purpose and shall not involve Merchant receiving or accepting any payment from the customer for any charge included in a transaction resulting from the use of a Card. The Merchant agrees not to make any cash advance or cash withdrawals to any Cardholder.

- 5 Merchant shall not, without the Cardholder's written consent, sell purchase, provide or otherwise disclose any Cardholder account information or other Cardholder personal information to any third party other than the Bank, for the purpose of assisting Merchant in its business or as required by law.
- 6 The Bank shall provide, and Merchant shall use, the "Payment Client" component of MEPS and any revisions to that component during the term of this Agreement.
- 7 The liability of the Bank to Merchant with respect to any transaction shall be limited to the obligation of the Bank upon written notice from the Merchant to refund the transaction at no additional expense. The Bank shall in no event be liable for any delay, incidental or consequential damages whatsoever.
- 8 All information concerning the Card Holder so obtained shall be maintained in a secure manner with limited access to selected personnel until discarding and must be destroyed in a manner that will render the data unreadable.
- 9 The Bank shall have the right to verify and investigate all transactions and to examine Merchant's books, records and other papers relating to transactions covered by the terms of this Section E (without prejudice to the other terms and conditions of this Agreement). For this purpose, Merchant shall preserve all records pertaining to such transactions for a period of at least eighteen (18) months from the date thereof or any longer period required by local law.
- 10 The Merchant agrees to display at his website the following information:
  - 10.1 complete description of the merchandise and services provided;
  - 10.2 refund/return policy;
  - 10.3 customer service contact including electronic mail address;
  - 10.4 transaction currency;
  - 10.5 export restrictions as applicable;
  - 10.6 delivery policy;
  - 10.7 country of Merchant domicile;
  - 10.8 logos of credit Card accepted in the format authorised by the Card scheme provided to the Merchant by the Bank;
  - 10.9 import tariffs and/or regulations;
  - 10.10 security capabilities and policy for transmission of Payment Card details making clear how Merchant is protecting customers' Payment Card data and other personal information; and
  - 10.11 consumer data privacy policy.
- 11 For 2-Party (MO/TO) transactions, the Merchant shall provide its customers with a receipt with following information:
  - 11.1 Merchant name and online address;
  - 11.2 Transaction amount;
  - 11.3 Currency;
  - 11.4 Transaction date and shipping date;
  - 11.5 Unique transaction ID;
  - 11.6 Authorization code;
  - 11.7 Card expiry date; and
  - 11.8 Description of services or merchandise.
- 12 The Merchant acknowledges and understands that compliance of the procedures in this Section E are for its own protection and it acknowledges it shall be liable to the Bank and/or other parties for any breach or non-compliance with any of the aforesaid procedures. The Merchant also understands that the Cardholder's issuer bank is entitled to demand at any time any transaction documents.
- 13 If the Merchant's website or transaction related data is hacked, the Bank will not be responsible for any loss or damage arising therefrom.
- 14 The Merchant must notify the Bank in writing of any change in hosting/website URL.
- 15 The Bank may copy and retain the service codes of the Merchant's website(s).
- 16 The Merchant shall be liable for any Cardholder dispute and shall not hold the Bank liable, including in any of the following circumstances:
  - 16.1 the merchandise referred to in the order form has been returned to or not received by the Merchant, or claimed to have been returned to not received;
  - 16.2 the services referred to in the order form have been unsatisfactory to the Cardholder or not received, or are claimed by the Cardholder to have been unsatisfactory or not claimed.
  - 16.3 The cardholder claims that transaction on the Card was not done by the Cardholder.

## Section F: Easy Payment Plan

### 1. Background

The 0% Easy Payment Plan ("EPP") is a payment option available to Mashreqbank Cardholders wherein the entire "Retail Purchase Amount", as such term is defined in the Cardholder's agreement, is charged to the Cardholder for the instalment period.

### 2. Offer

- 2.1 The promotion ("Promotion") 0% EPP will be offered for purchases with all Bank credit cards at the Merchant's outlets in the United Arab Emirates.
- 2.2 All purchases of AED 1,000/-- (one thousand Dirhams only) and above under 0% EPP will be eligible under this payment option.
- 2.3 The tenure for 0% EPP bookings would be for 3, 6, 9 or 12 months.
- 2.4 The claimed amount by the Cardholder should match the invoice and the transacted amount.

### 3. Covenants

- 3.1 The Merchant agrees to pay the commission mentioned in this Agreement and for the entire EPP tenure (depending on the selection made by the Cardholder) of the purchase amount. A processing fee of 1% for 3 and 6 month and 2% for 9 and 12 month tenure will be charged to the customer. The Merchant shall ensure that its Bank account number provided in this Agreement shall maintain the minimum amount of payments and commissions due to the Bank on each due date, to enable the Bank to debit such amounts payable by the Merchant. In the event of a non Bank account or unsuccessful deduction from it, the proceeds shall be debited from the Merchant acquiring sales proceeds. For non Bank account holder or non acquiring Merchant partner, payments must be made on the due date mentioned in the relevant invoice.
- 3.2 The Merchant shall ensure that all purchases under 0% EPP shall be authorised by the Bank electronically via the POS terminal or authorised by contacting the Bank's call centre over the telephone. Manual Imprinting also may be used for processing the transaction along with the authorisation received over the telephone.

### 4 Advertising

- 4.1 The Merchant undertakes to promote the 0% EPP at outlets where it operates POS terminals in order to increase sales at the relevant outlet, including by:
  - 4.1.1 displaying, with the prior written consent of the Bank, marketing material on the 0% EPP as provided by the Bank;
  - 4.1.2 displaying, with the prior written consent of the Bank, the 0% EPP installment amount for the products at the outlet; and
  - 4.1.3 including, with the prior written consent of the Bank, the 0% EPP offer in its brochures/mailings/advertisements.
- 4.2 The Merchant shall submit to the Bank for its prior written approval any advertising by the Merchant which uses the Bank's brand names, colour bands design, logos or any representation thereof.
- 4.3 The Merchant authorises the Bank to use the Merchant's logos, trademarks, and images in relation to the EPP during the whole period of the Promotion.
- 4.4 The Merchant shall mention the 0% EPP offer for Cardholders for its products that are available on 0% EPP and the Bank must approve material prior to the material being printed.

### 5 Liability And Indemnity

- 5.1 The agreed finance charges shall become payable by the Merchant in the calendar month following the calendar month of the 0% EPP bookings, following the issuance of the invoice by the Bank with respect to each 0% EPP transaction/purchase in accordance with the terms thereof.
- 5.2 The Bank shall debit any finance charges or other payments payable by the Merchant from the Merchant's merchant account with the Bank on the relevant due date for payment.

### 6 EPP ON POS

- 6.1 The Merchant charges the Cardholder based on the purchase amount, with no surcharge of Merchant service fee (MSF).
- 6.2 The Merchant informs the Cardholder about the 0% interest EPP option and advises the customers to call the Bank's call centre on 04 424 4449.
- 6.3 The Bank converts the Cardholder's purchase to 0% interest EPP option as requested.

## Section G: Mashreq Cards Tactical Promotion

1. The Bank shall communicate the "Mashreq Cards Tactical Promotion" ("Promotion") by the following media:
  - 1.1 SMS (generic);
  - 1.2 website;
  - 1.3 email shots.
2. The Merchant acknowledges and accepts that the Bank shall not be responsible for any kind of refund including refund of any amounts paid by the Merchant, in the event the Merchant chooses to withdraw from the scheme.
3. Merchant hereby, irrevocably and finally, undertakes the following:
  - 3.1 to authorise the Bank to use its logos, trademarks, and images during and for the whole period of the Promotion;
  - 3.2 to be solely liable for the contents of the advertisement materials;
  - 3.3 to obtain, in writing, any and all the required approvals from the persons and/or entities concerned with the advertisement materials and their contents;
  - 3.4 to be solely responsible for any claims, demands, legal proceedings, actions, etc, that might be addressed to the Bank in respect of or related to the advertisement materials and their contents;
  - 3.5 to indemnify the Bank and hold it harmless against any claims, demands, damages, etc, that it might suffer as a result of or in relation to the advertisement materials and their contents.
4. In the event of failure to honor a customer discount in the case of Merchant's staff being unaware of the offer or for any other reason, the Bank's representative shall contact the Merchant and upon validation, the Merchant shall reimburse the customer as follows within 24 hours of notification:
  - 4.1 arrange for a free dining voucher or free meal on the following visit or even a double discount on the following visit; and/or
  - 4.2 arrange for a cash back worth the value of discount to the customer following which a confirmation will be taken from the customer for the same.

## Section H: Mashreq Salaam Rewards Program Partner Agreement

1. The Bank shall award its Cardholders with Mashreq Salaam Points that can be redeemed through a Bank Payment Card. The eligibility criteria for earning Mashreq Salaam Points by the Cardholder shall be based on a process determined at the sole discretion of the Bank.
2. The Bank shall provide the Merchant with the necessary functionality via POS terminal containing relevant menu to be used for the acceptance and fulfillment of the Bank Cardholder's request for redemption of Mashreq Salaam Points through the POS terminals.
3. The Merchant shall accept the Bank Cardholder's request for redemption of Mashreq Salaam Points through POS terminals in exchange of merchandise and services requested by the Bank Cardholder at the Merchant's specified outlets detailed in the Loyalty Solutions part of Section B of this Agreement.
4. The Merchant shall:
  - 4.1 retain the Merchant copy of each completed Sales Draft and Credit Receipt, and the records relating to the transactions evidenced for the redemption of Mashreq Salaam Points by the Bank Cardholder, for a minimum of three months (3 months) or any such longer period as required under the applicable governing local laws.
  - 4.2 In the case of Hotel Merchants Partners, the Merchant shall retain the Merchant copy of each Sales Draft and Credit Receipt along with the duly signed Guest folio from the date of the transactions evidenced. In the case of Car Rental Merchant Partners, the Reward Partner shall retain the Merchant copy of each Sales Draft and Credit Receipt along with the duly signed Car Rental Agreement from the date of the transactions evidenced.
  - 4.3 Copies of such Sales Drafts and credit receipts shall be provided to the Bank by the Merchant as and when demanded within a period of seven (7) days from the date of request for such documents required for any disputed transaction or investigations of claims or for any other reason whatsoever.
5. The following payment and discount rates shall apply:
  - 5.1 Payment: the payment to the Merchant shall be made by way of batch settling by the Merchant and through the mode of payment agreed upon.
  - 5.2 The "Redemption Value" (in Dirhams) of applicable Mashreq Salaam Points used for the purchase of merchandise and services at the Merchant shall be determined by the Bank and may be subject to change or modification at the sole discretion of the Bank, made so as not to impact the purchase or invoice value of any merchandise and services offered by the Merchant.
  - 5.3 Discounts: the Merchant may be obliged to offer the Bank a discount rate on each transaction in good faith for promoting the Merchant and providing an additional stream of revenue and sales through the Cardholder's use of Mashreq Salaam Points equivalent to an associated Dirham value.

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- 5.4 The Bank shall pay the Merchant an amount in Dirhams equal to either the Dirham value of the redemption less the applicable "discounts", or the invoice value less applicable "discounts". The discount rates offered to the Bank by the Merchant for redemption of Mashreq Salaam Points through POS terminals are as mentioned in the Loyalty Solutions section of this Agreement, and this is in addition to the Merchant Discount Rate (MDR).
  - 5.5 If the value of the merchandise or services purchased by the Bank Cardholder through the Merchant happens to be greater than the equivalent Dirham value of the Cardholder's Mashreq Salaam Points, then the excess balance amount shall be collected by the Merchant from the Cardholder either in the form of cash or via any Mashreq card.
  6. Mashreq Salaam Rewards program shall be accepted throughout the year including sale/promotion periods.
  7. The Bank Cardholders purchasing merchandise and services from the Merchant through the Mashreq Salaam Points shall be treated as customers who use cash or any other payment option. Any associated rights and timeframes given to customers for returns, exchange, or refund of merchandise and services shall also apply to Bank Cardholders purchasing through Mashreq Salaam Points.
  8. The Bank may offer campaigns and incentives to its Cardholders relating to the redemption of Mashreq Salaam Points through the specified Merchant. Subject to mutual agreement, in such cases the Merchant shall provide the Bank with itsr cooperation and assistance in offering any associated deals or discounts in order to execute any applicable campaigns.
  9. The Merchant may be required to adequately display the marketing materials provided by the Bank at all applicable outlets, which may highlight details related to the Mashreq Salaam Rewards program, redemption of Mashreq Salaam Points, or campaigns. The Bank may also, from time to time, conduct informative sessions to relevant representatives of the Merchant in order to guide on any necessary modus operandi including POS terminal usage, redemption procedures, code of conduct, and campaign guidelines.
  10. In the case of termination by either Party and to ensure that the Bank Cardholders are not adversely affected, the Bank may require the Merchant to further accept the Mashreq Salaam Points redemption for a period of three (3) months from the date of termination, in order to execute an appropriate communication plan, and the Merchant shall be obliged to proceed accordingly on the basis of good will under this Agreement.
  11. It is understood that any issues that may arise and which have not been covered in this Agreement shall be resolved on a case by case basis after mutual discussion and necessary agreement.