



## GEIDEA CARD PRESENT TERMS AND CONDITIONS

This Terms and Conditions (as defined below) is a legal Terms and Conditions between Geidea For Technology ("Geidea", "us", or "we" or "our") and the entity mentioned on the first page of Application form ("Merchant", "you", "your", or "user") to receive Services that may be offered by us to you. Affiliates.

These general terms and conditions ("**Terms and Conditions**") shall constitute an integral part of the Geidea Merchant Agreement which shall be concluded and entered into by and between you ("**Merchant**") and Geidea Co. For Technology ("**Geidea**" or "**Service Provider**"). These Terms and Conditions shall apply unless otherwise agreed in writing between the Merchant and the Service Provider.

### SECTION 1 ACCESS TO GEIDEA SERVICES

"Geidea Co. For Technology" or "Geidea" is a company authorized by, and regulated by the "Saudi Central Bank (SAMA)" to provide electronic payment system services so as to enable the holder of MADA card and/or other international payment cards to process the purchase goods or services through the Merchant in the course of the Merchant's business; in addition, Geidea provides ancillary services to the merchants, that are non-exhaustively described at [www.geidea.net](http://www.geidea.net).

In providing its services, Geidea uses a unique digitalized platform, developed and administered by Geidea for the purposes of this Terms and Conditions, from where the onboarding and offboarding of merchants, communication and administration of the relationship with the merchants, as well as the contractual relationship between the merchants and Geidea is being administered. Such platform and any ancillary products such as Apps, websites, webpages, social media pages are and remain proprietary to Geidea. Collectively and for the purposes of this Terms and Conditions, these shall be referred to as "**Online Platform**".

#### A. Introduction

1. The Terms and Conditions of this, which together with your Application Form and the Privacy Policy contains the terms and conditions under which Geidea will provide Services to you (collectively referred to as the "Terms and Conditions").
2. The Application Form is incorporated by reference in the present Terms and Conditions, therefore together constitute a single legal instrument governing the relationship between the Merchant and Geidea (referred to as the "Terms and Conditions").
3. By accepting these Terms and Conditions, you acknowledge that you have read, understood and accept to be bound by this Terms and Conditions. You also agree to any additional terms and conditions specific to the services you use ("Additional Terms"), such as the Payment Terms and Conditions, which become an integral part of this Terms and Conditions proportionally to the Services you select to use and be bound by.
4. Where applicable, you assume responsibility for ensuring that any of your employees or other representatives using the Services on your behalf, have read, understood and accept to be bound by the terms of this Terms and Conditions and any applicable Additional Terms.
5. In the event of any inconsistency between these Terms and Conditions and any Additional Terms that we may issue for a specific product or service, the Additional Terms shall prevail.
6. At all cases, your relationship with Geidea is managed and administered via its Online Platform. Whereas your physical signature may not be always required in order to access and / or use the Online Platform, any usage of Geidea services shall be governed by this Terms and Conditions. Your registration via any of Geidea's Applications or Website is considered an implicit agreement to these Terms and Conditions

#### B. Representations and Warranties:

- i. Each party represents throughout the Term of the Terms and Conditions the following:
  - it is duly organized and validly existing under the Applicable Law in their country of incorporation with power to enter into the Terms and Conditions and to exercise their rights and perform their obligations hereunder and all corporate and other actions required to authorize the execution of the Terms and Conditions and the performance of its obligations hereunder have been duly taken;
  - the execution and delivery of, the performance of their obligation under, and compliance with the provisions of, the Terms and Conditions will not (i) contravene any existing Applicable Law, to which it is subject, conflict with, or result in any breach of any terms of, or (ii) constitute a default under, any Terms and Conditions or other instrument to which it is party or is subject or by which it or any of their property is bound or (iii) contravene or conflict with any provision of their constitution documents (where relevant);
  - it has not taken any corporate action and no legal proceedings or other steps have been started or threatened against it for their winding-up, dissolution, administration or reorganization or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any all of their assets or revenues;
  - it is and will at all times remain duly authorized or otherwise permitted under any relevant Applicable Laws to perform all our Services hereunder and it has obtained and will maintain in force all requisite government and other regulatory consents, exemptions, licenses and approval related thereto;
- ii. You further represent and warrants that:
  - You shall comply with all Applicable Laws; Sanctions and Anti-Money Laundering (AML) laws and regulations; and Card Schemes Rules, payment card industry (PCI), data security standards (DSS) and business risk assessment & mitigation requirements (BRAM).
  - the information provided to us in connection with this Terms and Conditions (including the Application) are true accurate and complete as of the date it was given and properly reflects the nature of business, principal owners and or your officers and that all changes to such information have been or will be promptly notified to us.
  - the authorized signatory signing the Terms and Conditions on behalf of you has the power to execute the Terms and Conditions and bind you to all provisions of this Terms and Conditions.
  - you are not aware of any material facts or circumstances that have not been disclosed to us and which might, if disclosed, adversely affect our decision on whether or not to provide processing services pursuant to these Terms and Conditions;
  - you are obtaining Services under this Terms and Conditions for legitimate business purposes and only to facilitate lawful Payment Transactions between you and Cardholders;
  - the Bank Account into which debits and credits are made is only being used for lawful business purposes;
  - up until the Effective Date no security breach in respect of any data processed by you or on your behalf has previously occurred;

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- at any time throughout the Term (even before services are provided) you agree to provide any information as may be required by us for underwriting purposes including a (i) audited financial statements, (ii) balance sheet and profit and loss statement for any fiscal year (iii) any information required by us to comply with your obligations under Applicable Law or by order of any competent authority and (iv) any information to identify you and your beneficial owners for anti-money laundering purposes.
- throughout the Term, you shall keep your know-your-customer (KYC) details, commercial register, trade license information, shareholders' information (including ultimate beneficial owner) updated with us, failing of which we shall have a right to withhold settlements into your Bank Account;
- you shall notify us of any sale, restructuring, acquisition, merger or any other material change in nature or size of your business, or the nature of your business activities;
- except as expressly authorized by us in writing, neither you nor any Representative shall have any power to:
  - a. bind, make any commitment or give any instructions on our behalf;
  - b. borrow on behalf of us or in any way pledge the Equipment;
  - c. settle any claims, demands or actions against us; or
  - d. conclude any contracts/agreements on our behalf.
- you will be responsible for confirming that any of your customers, vendors, or agents are not designated as prohibited entity or individual (and is not owned or controlled by a prohibited country, entity or individual), and you will not be doing business in any prohibited country and must ensure that any agreement with such customers, vendors, or agents terminates immediately in the event such you become aware that such customers, vendors, or agents has become resident or commenced to do business in any prohibited country or is listed on or becomes owned or controlled by a prohibited country, entity or individual.
- the name identified by you when you register is your name or business name under which you sell products and/or services; and
- will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Services.

#### C. Use of the Geidea Services

1. The Services are only made available to sole traders, companies or other accepted entities that operate a business selling goods and services. The Service may only be used to fund the sale of goods or services to third parties by your business. You may choose to register as a sole trader or as a company or other business entity accepted by us. If you are acting as a sole trader, you hereby warrant that you are not acting on behalf of, or for the benefit of, anyone else. If you are acting as a company or other business entity, you hereby warrant that you are duly authorized to act in the name of that company or business entity.
2. You further warrant that: a) you are either a legal resident or citizen of the Kingdom of Saudi Arabia and that the company or other business entity duly authorized to conduct business in the Kingdom of Saudi Arabia, b) you will use the Geidea Services solely for trade, business or Geidea approved professional purposes. Based on your industry type, additional terms and conditions may apply as per Geidea's requirements.
3. You must provide accurate and complete information when registering. You must also ensure that all information that you provide is and remains accurate, complete and up-to-date. You must inform us of any changes and update without undue delay.
4. You agree that we may contact and share information about you and register with our acquirers (which are our entrusted partner banks), the card schemes, credit reference agencies as well as partner banks and financial institutions and, debt collection companies any other party that we are legally obliged to share information with. This includes sharing information about you and your transactions for regulatory or compliance purposes, for use in connection with the management and maintenance of our Services, to create and update customer records about you and for conducting risk monitoring and management processes, and to collect debts and due amounts on you via debit collection companies after several failed attempts to obtain such due amounts.
5. We reserve the right to suspend your access to and use of the Services and to terminate the relationship if you provide us with inaccurate, untrue, or incomplete information, if you breach any of these terms, or if you fail to comply with any account registration requirements.
6. You agree that we may at any time update or modify the Services. We will always attempt to notify you of any such updates or modifications with reasonable notice. However, we reserve the right to implement such updates and modifications with immediate effect without prior notice to you, in particular where necessary to maintain the security of our systems or to comply with applicable laws, rules and regulations.
7. Your ability to use the Services is dependent on the Services provided to you by third parties (such as Internet, data traffic and network services). Such third parties may charge you fees for accessing and using such services and/or software applications to use the Services and you are solely responsible to pay such fees. We do not own, control or have any responsibility or liability to you for any third-party services or software applications you select to use in connection with the Services.

#### E. Service Level

Although we will use all commercially reasonable efforts to provide the Services 24 hours a day, seven days a week, we do not warrant that the Services will be free from interruptions, delays or errors caused by our systems or other third-party services providers, general Internet failures or Force Majeure. We will provide you with regular customer services by email, web or telephone during normal business hours to help resolve any issues relating to your use of the Services.

#### F. Compatibility

For Soft POS Services only, your use of such service requires that you have a compatible mobile device, as advised by Geidea from time to time. In order to use the Soft POS Services, you should download and install the App. You may download the App from App Store or Google Play. You must download and use the most recent version of the App that is available, including downloading and installing any updates that become available from time to time.

#### G. Merchant Privacy

You are responsible for protecting the security of any Cardholder data that comes into your possession by use of the Services. We have implemented administrative, technical and organizational procedures to protect personal information that is stored on our servers from unauthorized access and accidental loss, modification or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use such information for improper purposes.

#### I. Limitation of Geidea Liabilities

In no circumstances or event will Geidea be liable for any of the following types of loss or damage arising under or in relation to this Terms and Conditions, any Additional Terms or otherwise: a) indirect or consequential loss or damage (including loss of profits, goodwill, business, contracts, revenue or anticipated savings even if we are advised of the possibility of such damages), b) loss or corruption of data, c) loss or damage whatsoever which does not stem directly from our breach of this Terms and Conditions or any Additional Terms, d) loss or damage whatsoever which is in excess of that which was caused as a direct result of our breach of this Terms and Conditions or any Additional Terms (whether or not you are able to prove such loss or damage), or e) loss or damage incurred by you as a result of any acts or omissions by you or any third parties

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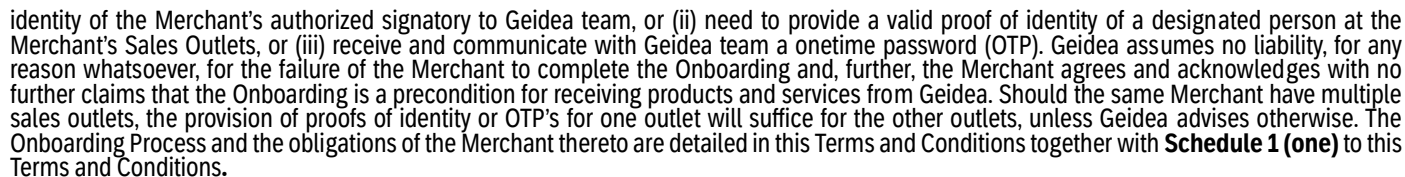
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**Payment cycle:** The time frame representing all of the transactions processed by the Merchant in a period, more particularly described at Clause 4 herein.

**Transaction or Payment Transaction:** The transaction between the Cardholder and the Merchant for the payment of goods or services provided by the Merchant. For the purposes of these Terms and Conditions, it shall not be considered a Transaction if a Merchant uses their own Card to process payment through the MADA compliant POS device.

3.1 A Merchant can only use the MADA POS Devices and the services of Geidea, as overall described in these Terms and Conditions, to sell goods or services to Cardholders in the course of the Merchant's business. For the purposes of these Terms and Conditions, under no circumstances can the Merchant sell products and services that infringe any statutory, administrative or valid restriction, either imposed by the Government or by administrative bodies. Geidea may in addition provide list of products and services that shall not be sold to Cardholders pursuant to these Terms and Conditions. The Merchant must not sell goods which would either breach Scheme Rules or which are illegal, brand damaging or would be in breach of any ethical or religious standards within the Kingdom of Saudi Arabia.

- sell goods and services which are personal to the Merchant and fall outside the Merchant's licensed activities and / or agreed purpose under these Terms and Conditions;
  - use the MADA POS Device for personal transactions, of any type whatsoever;
  - use the MADA POS Device for transactions originating outside the Merchant's business or originated from a different entity than the Merchant's; and/or
  - use or store the MADA POS Device outside the registered store or premises of the Merchant as mentioned in his Commercial Register or move with the MADA POS Devices outside the Merchant's registered store or premises.
- 3.3 The Merchant must accept all valid Cards in respect of the purchase of goods or services by Cardholders.
- 3.4 The Merchant cannot charge different prices to Cardholders in respect of purchases that are made by Card as opposed to purchases that are made by other means of payment, such as cash.
- 3.5 All Card transactions must be given authorization by the Card Issuing Bank. Geidea will request the Card Issuing Bank for authorization. If a card transaction is not given authorization it shall not become a payment, and the Cardholder must be notified that the transaction has been declined. Authorization by the Card Issuing Bank is not a guarantee of payment.
- 3.6 The Merchant must not split a Cardholder transaction into a series of smaller transactions for a good or service purchased by the Cardholder.
- 3.7 The Merchant acknowledges that splitting Payment Transaction into multiple authorizations may result in Chargebacks and we shall be entitled to recover the values of the rejected Payments Transactions plus all associated expenses from you in accordance with the terms of these Terms and Conditions.
- 3.8 The Merchant must retain copies of all relevant information in relation to purchase for a period of 6 months. The Merchant must store this information in a secure and safe manner, that prevents loss or theft or access to the data by an unauthorized third party. If the Merchant choses to digitalize the records, it is at the Merchant' sole responsibility to prevent any data breach and any loss or interference with these records that may alter the integrity and content of these records, for any reason whatsoever.
- 3.9 Merchant will have to sign a separate Refund form in order to enable the Refund functionality on the MADA POS Devices
- 3.10 If the Merchant makes a refund to a Card, then the amount of that refund shall be deducted from the payments to be disbursed by Geidea to the Merchant. If the amount of refunds exceeds the amount of the transactions made by the Merchant in any Payment Cycle, then the Merchant shall pay Geidea the shortfall, which is a debt immediately due and owing.
- 3.11 The Merchant must comply with all the terms of these Terms and Conditions. If Geidea makes changes to these terms and conditions from time to time or in the way of providing services, the Merchant must comply with the new terms. Such changes shall take effect within thirty (30) days as of the date of Geidea's notification to the Merchant of amending the Terms and Conditions. Short notice may be given if required by Applicable Law, SAMA or Scheme Rules to give effect to the change.
- 3.12 The Merchant must not allow any other person or business to use the Merchant's compatible MADA Devices to process transactions.
- 3.13 The Merchant must not allow a contactless transaction to take place for a purchase that exceeds the relevant contactless limit from time to time as notified by Geidea to the Merchant.
- 3.14 The Merchant can only make refunds to the same Card that was used to pay for the goods or services originally.
- 3.15 The Merchant will ensure that, where necessary, the Cardholder provides the necessary security code in respect of a transaction before the transaction will be authorized. The Merchant must not retain a separate copy of the security code.
- 3.16 The Merchant must only accept Cards that have not expired at the time of presentation, as payment for goods and services sold by the Merchant.
- 3.17 The Merchant shall not accept a Payment Transaction, which is made:
- to advance Cash to the Cardholder unless previously authorized by us;
  - to refinance a debt for the Merchant, Representative or Cardholder;
  - to debit any additional charge, surcharge, or other charge which is not related to the acceptance of a Payment Transaction; and
  - for goods which are not sold or services which are not rendered to the Cardholder.
- 3.18 The Merchant shall immediately notify Geidea on:
- Any requirement for maintenance in the MADA compliant POS Device;
  - Any malfunctioning in the MADA compliant POS Device;
  - Planned cease of trade or closure of business;
  - Plans to sell its business;
  - Changes to the Merchant's name;
  - Changes its Merchant Settlement Account;
  - Changes the goods or services that are being sold;
  - Suspected fraud or data breach; and/or
  - Inability to pay any of its debts as they fall due.
- 3.4 The Merchant is granted a non-proprietary, non-transferable limited period license valid during the Term of these Terms and Conditions to use the MADA POS Device and the software loaded on the MADA POS Device and/or the software of Geidea's Soft POS Application for the sole purpose of availing the Services.
- 3.5 The title to the MADA POS Device, software programs, manuals and/or other materials provided by Geidea shall remain Geidea's exclusive property and/or of Geidea's licensors at all times. The Merchant covenant and undertakes not to sell, lease, charge, pledge or otherwise dispose or encumber the MADA POS Device, software programs, manuals and/or other materials provided by Geidea to any third party. In the event the MADA POS Device has been sold by Geidea to the Merchant, the ownership of the MADA POS Device (excluding ownership of any software or APIs) shall be transferred to the Merchant after Geidea has received full payment from the Merchant.
- 3.6 The MADA POS Device shall be installed at the Merchant premises as described in the Application or as otherwise agreed in writing between the Merchant and Geidea. The Merchant acknowledges that the MADA POS Device will be exclusively maintained and serviced by Geidea or its duly authorized agents. Geidea shall have unrestricted access to the MADA POS Device during normal working hours for the purpose of maintenance, replacement, or any other services.
- 3.7 The Merchant has an overarching responsibility to keep the MADA POS Devices in their possession safe and in fully operational status. Notification of malfunctioning or maintenance needed to Geidea is not absolving the Merchant of any liability derived from or related in any way to misuse or misconduct or negligence in relation to the MADA POS Device. The Merchant undertakes not to tamper, or allow others to tamper, with these devices in any way. The Merchant may not give up the possession and protection of MADA's POS devices, including any logos or marketing or

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- 3.26 The Merchant undertakes to allow Geidea to control the upper limit of the value of purchase and the value of daily, monthly, and annual transactions, to set a ceiling for the upper limit value, and to make changes thereto in accordance with the rules, and the provisions of the Service, pursuant to these Terms and Conditions.
- 3.27 In the event of any financial claims or maintenance requests, the Merchant shall make a report of the same via; Phone Calls to the number advised on Geidea Online Platform and keep the request number to review its status; or – Email to the dedicated addresses advised on Geidea Online Platform; or Using Geidea's mobile App(s), taking into account the following notes:
- Ensuring that POS device's number is entered correctly when opening the request. It is an 8 digits number.
  - Reports on MADA's transactions must be separated from the credit cards transactions upon submission thereof.
  - The Merchant shall provide all relevant documents to avoid closing the report without processing.
  - Report on MADA's transactions must be made separately, with the submission of a snapshot of the transaction in addition to the balance thereof in case of financial claims.
  - Reports on MADA's transactions must be made within 75 days as of the date of the transaction.
  - Reports of Card transactions must be made separately, with the submission of only a snapshot of the transaction with no need for the submission of the balance.
  - Reports on Credit Cards transactions must be made within "7" days as of the date of the transaction.
  - Determining the type of the required maintenance upon making the request.
- 3.28 The Merchant shall assist in combatting fraud and shall adhere to the Guidelines set out in Schedule 2 (two) "Avoidance of Credit Card Fraud".
- 3.29 Merchant shall not use the service knowingly or unknowingly -directly or indirectly- to conduct fraudulent activities.
- 3.30 **Merchant's Obligations for Pay by Link Service via MADA POS Devices:**
- The Merchant shall be responsible for ensuring that all online payment transactions processed through Pay by Link Payment are legitimate.
  - The Merchant must provide the Customer with an electronic receipt of goods or services purchased.
  - The Merchant must keep records of the order forms and obtain proof of delivery to the shipping address provided by the Customer for a time period corresponding with standards and as stipulated in the Applicable Laws and regulations.
  - Merchant agrees to display, announce, and inform it's the Customers and shall display on its premises (including on its website, mobile application and all other such Card acceptance channels) suitable signs and information to indicate its acceptance of the Pay by Link as form of payment methods.
  - The Merchant shall provide Customers with an electronic receipt with the following info:
    - (a) Merchant name and online address.
    - (b) Transaction amount.
    - (c) Transaction currency.
    - (d) Transaction date and shipping date.
    - (e) Unique Payment Transaction ID.
    - (f) Authorization code.
    - (g) Description of good and/or services.
    - (h) Masked Card number.
    - (i) Expected delivery date, delivery method and delivery address.
  - In cases where the Customer is not present at the Merchant's outlet/store and is instead paying for goods/services via Pay by Link for delivery to the Customer's address, the Merchant shall establish and clearly communicate its refund and cancellation policies to the Customer before the transaction is initiated. The policy should outline the conditions under which a refund may be issued and provide a clear process for initiating a refund request.
- 4. Chargebacks**
- 4.1 Processing a transaction is not a guarantee of payment. In some circumstances a Cardholder may dispute a Transaction processed by a Merchant.
- 4.2 The Card-Issuing Bank has the right to refuse to settle payment to Geidea under the Scheme Rules. This is called a chargeback. Where a Card-Issuing Bank has issued a chargeback then:
- 1.2.1 If Geidea has already paid the Merchant for the transaction, then the Merchant must repay Geidea the amount of the chargeback; or
- 1.2.2 If Geidea has not paid the Merchant for the transaction then Geidea may deduct the amount in question from the next settlement.
- 4.3 The fact that a transaction was authorized does not mean that the transaction cannot be charged back.
- 4.4 The Merchant agrees to indemnify Geidea in relation to all chargebacks.
- 4.5 Geidea has no responsibility to explain the reason for the chargeback to the Merchant. It is for the Merchant to speak to the Cardholder about any individual chargeback. Examples of chargebacks include, but are not limited to:
- 4.5.1 If the genuine Cardholder has not authorized the Transaction;
- 4.5.2 If the Transaction has breached the terms of these Terms and Conditions;
- 4.5.3 If the Cardholder makes a claim in relation to the goods or services that the Merchant provided, for example that the goods were faulty.
- 4.6 The Merchant agrees that Geidea shall be entitled to recover Chargebacks that are raised in relation to Payment Transactions acquired during the Term of these Terms and Conditions even after termination of these Terms and Conditions for any reason.
- 4.7 Where the Merchant Chargeback levels exceed the Excessive Chargeback threshold, in any month from the Merchant, Geidea may impose additional conditions on the Merchant to assist the Merchant to reduce the level of Chargebacks, alternatively Geidea may suspend the Merchant right to accept Payment Transactions and/or the Services in accordance with provisions of these Terms and Conditions.
- 4.8 Geidea reserves the right to suspend/cancel or annual any due amount or payment that should have been paid to the Merchant based on any Transaction in the event where there is any suspected (a) fraudulent action, (b) inserting of an incorrect IBAN, (c) or any transaction that is done in breach of any of the Applicable Laws, regulations or SAMA instructions. This shall be decided based on Geidea's sole decision. Geidea may later on pay the Merchant any due amount if the Merchant fulfils the needed actions or remedies stated by SAMA or the relevant governmental entity or by Geidea itself in relation to the transaction subject of the dispute or the breach.
- 5. Payments and payment cycle:**
- 5.1 When the Merchant processes a Transaction, Geidea will credit the Merchant's Trading Account. The date that the Merchant receives payment is based upon three conditions that need to be altogether met, (i) the Merchant must complete a reconciliation, (ii) the date that Geidea receives the relevant funds from the Partner Bank or Scheme, and (iii) the physical location and identity of the Merchant's Settlement Bank Account. Unless otherwise agreed, a payment from Geidea to the Merchant shall be made as follows:

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Parcel SP - ٦٢٠٢٠٥٨١٩ - الرمز البريدي ١٢٢٤٣  
دبي، الإمارات العربية المتحدة  
هاتف: ٩٧١٤٤٣٠٦٨٣٩  
القاهرة، مصر  
هاتف: ٢٠٢٢٦١١٣٧٧٧١  
هاتف: ٢٠٢٢٦١١٣٧٧٧٢  
بنغالور، الهند  
هاتف: ٩١٨٠٤١٤٩٠٣٣٦

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- The total amount of all Transactions executed during each day will be reflected to the Merchant's Trading Account at the end of each day. The Merchant shall carry out a manual or automatic reconciliation of the sums due to it in relation to the Transactions and shall submit this reconciliation to Geidea for approval. Geidea shall subsequently receive a payment from a Partner Bank with respect of those Transactions. The Merchant may request that no settlement is made if the amount of the fees makes a settlement uncommercial.
  - In the event that the Merchant's Settlement Bank Account and Geidea's Bank Account are with the same bank, the next business day after Geidea receives the funds in respect of the Payment Account from the Partner Bank, those funds shall be settled to the Merchant's Settlement Bank Account.
  - In the event that the Merchant's Settlement Bank Account and Geidea's Bank Account are with different banks, and the Merchant's Settlement Bank Account is based in Riyadh City, within one business days of the funds being received from the Partner Bank, Geidea will settle the funds to the Merchant's Bank Account.
  - In the event that the Merchant's Bank Account and Geidea's Bank Account are with different banks, and the Merchant's Bank Account is not based in Riyadh City, Geidea will settle the funds to the Merchant's Bank Account twice a week on Tuesday and Thursday of each week.
  - A Deduction shall be made per transaction as fees for the Saudi Arabian Riyal Interbank Express (SARIE) system, as detailed under Schedule 3 herein. Geidea may, without being obliged to, allow the Merchant to set a minimum threshold for such settlement, in order to minimize the deduction of SARIE to the overall amount to be received by the Merchant.
- 5.2 Payments made by any other credit cards shall be collected from banks within a maximum period of 7 working days to be transferred to the Merchant's Settlement Account in accordance with the provisions of Clause 5.1.
- 5.3 All payments to the Merchant shall be made net of Service Fees as set out under Schedule 3 (Three) below.
- 5.4 In addition, the Merchant shall pay the additional Fee, as detailed under Schedule 3 (three). This includes a monthly fee in respect of the provision by Geidea of the services under these Terms and Conditions. Fee and Charges once received shall not be refundable unless received in error by Geidea. Merchant shall not pay any other fees/amounts that are not stated within these Terms and Conditions.
- 5.5 If the transaction is rejected by Geidea or the Card issuer, or the Merchant objects to it for any reason, the Merchant can agree with the cardholder regarding an alternative payment method. In case the transaction is not accepted by MADA POS Device. The Merchant should notify the Cardholder of the stated rejection and provide him with a receipt of the transaction. If an adverse transaction (such as withdrawing the amount from the Cardholder's account but the Points of sales service of the Saudi Payments Network receipt states that the transaction was rejected) using the MADA POS Device, the Merchant is prohibited to give the amount of the transaction back to the Cardholder in cash.
- 5.6 In the event that the minimum number of sales/transactions per POS terminal are not met, you shall be obligated to pay the "**Penalty for Not Achieving the Minimum Monthly Sales Amount per Terminal**", as stipulated in Schedule 3 of these Terms and Conditions.
- 5.7 Geidea shall have the right to recover and confiscate any POS terminal that has not processed any transactions within the first 30 days from the Service activation date.
- 5.8 Geidea shall have the right to retrieve and confiscate any POS terminal that remains inactive, with no transactions performed, for 60 consecutive days.
- 5.9 The Fees and Charges may be increased by Geidea, or we may introduce new Fees and Charges by giving thirty (30) days (or shorter/longer if required by Applicable Law, Scheme Rules, or SAMA/MADA) advance written notice to you, served in accordance with the "Right to Amend" clause of these Terms and Conditions.
- 5.10 For any Value added services such as Buy now pay later on POS Devices, the merchant settlement will be done by the respective provider for such services and Geidea will not be liable for the commercial transactions. However, Geidea will provide the service through their POS Devices
- 6. Indemnity**
- 6.1 The Merchant shall indemnify Geidea in relation to all losses that arise because of anything that the Merchant does or does not do in relation to his obligations under these Terms and Conditions.
- 6.2 The Merchant declares hereby that its failure and non-compliance with these Terms and Conditions shall not make Geidea responsible, either legally or otherwise, for any proceedings, claims, costs, expenditures, damages or losses including cumulative losses or damages, or loss of profits, which Geidea may incur or be exposed to due to the Merchant's failure to comply with the foregoing instructions and requirements. In the event that Geidea is exposed to any of the aforementioned as a result of the Merchant's failure to comply with said procedures, the Merchant shall bear all possible consequences of any proceedings, claims, costs, expenditures, damages or losses that may be incurred by Geidea as a result of the Merchant's failure to comply with such requirements, conditions, and procedures.
- 6.3 The Merchant shall at all times indemnify Geidea and shall keep Geidea and its respective directors, officers, employees, agents and Affiliates indemnified against all losses, penalties, claims, damages, costs, expenses and liabilities arising out of or in connection with:
- 1.3.1 any Payment Transaction, Chargebacks (including any arbitration or legal fees associated with the same), Refund or Reversals;
  - 1.3.2 the Payment Transactions including any secured, unsecured Transactions;
  - 1.3.3 the use or malfunction of any of the MADA POS Device in relation to any issue arising out of the presence of MADA POS Device in the Merchant's possession or in connection with maintenance or modification made to the Merchant's Device, or due to inadequate security measures;
  - 1.3.4 any failure by the Merchant to observe or abide by its obligations under the Terms and Conditions including breach of any Intellectual Property Rights; loss of data or Transaction data held by the Merchant or any breach of PCI DSS by the Merchant or any of its appointed third party vendors, subcontractors or agents;
  - 1.3.5 the Card Scheme Rules and Fines and Levies or any other fee or penalty of any nature levied by a third party against Geidea in relation to the Payment Transaction;
  - 1.3.6 any attempt to use the POS Device for purposes other than for which it is expressly designed, including but not limited to tampering, hacking, modifying or otherwise corrupting the security of functionality of the POS Device; and
  - 1.3.7 breach of Applicable Laws, including your non-compliance of the applicable Card Scheme Rules, Applicable Laws and the transfer of any Personal Data to us including our agents, subcontractors, and affiliates.
- 7. Set off, reserves and delayed payments**
- 7.1 The Merchant Irrevocably authorized Geidea to deduct/set off any debts or fees (including any Chargebacks along with any penalties, fees, or attorney or arbitration fees associated with the Chargeback, and any Refunds, or Reversals together with any applicable taxes) that the Merchant





owes to Geidea from the amount of any payment that is either due or, in Geidea's reasonable opinion, is about to become due both before and after demand and whether such liabilities are actual or contingent

- 7.2 Geidea may suspend payments to the Merchant if Geidea is of the opinion that the Merchant may be in breach of the terms of these Terms and Conditions or may be unable to meet its obligations to Cardholders in relation to transactions.
- 7.3 Geidea may, after several failed attempts to obtain any due amounts including any debts or fees from the Merchant, register the Merchant with, and transfer the case to a debt collection company which shall be obliged to collect such debts/due amounts on behalf of Geidea. Simultaneously, Geidea also has the right to list any Merchants who are in default of payments with SIMAH.
- 7.4 Alternatively, Geidea may delay making payments to the Merchant if is concerned that the Merchant may be in breach of the terms of these Terms and Conditions or may be unable to meet its obligations to Cardholders in relation to transactions.
- 7.5 Geidea may also exercise its rights under this clause if Geidea believes that the Merchant has not provided accurate information to Geidea in relation to the nature of its business, if the Merchant fails to respond satisfactorily to requests by Geidea for information, where refunds exceed the amount of transactions, or having regard to the trading patterns of the Merchant and the transactions that are being processed.
- 7.6 In the event that payments are delayed or suspended under this clause, Geidea may withhold the payments in question until the Merchant has satisfied Geidea in relation to Geidea's concerns.
- 7.7 If Geidea suspects or believes that a transaction is either in breach of Scheme Rules or is illegal, then Geidea may refuse to make payment to the Merchant in relation to that transaction.
- 7.8 The Merchant irrevocably authorizes Geidea to set off any outstanding amounts owed by the Merchant to Geidea, both before and after demand and whether such liabilities are actual or contingent, from any payments due pursuant to this clause. For such purpose, Geidea reserves the right to withhold any amounts due to the Merchant by a certain percentage prior to settling such due amounts to the Merchant and for a period not exceeding 90 days to ensure that there are no claims/Chargebacks/Merchant Losses or otherwise.

## 8. Term and Termination

### 8.1 Term and Renewal at Expiry

These Terms and Conditions shall continue in effect for 2 (two) calendar years from the date on which the Terms and Conditions are signed. These Terms and Conditions will automatically renew for successive periods of one year at the end of the original Term. Either Party may elect not to renew the Terms and Conditions by giving the other Party a written notice of non-renewal, sent 3 (three) months prior to the expiry of the Term, as extended (for the cases where the Terms and Conditions have been automatically renewed).

### 8.2 Termination for Cause

8.2.1 Geidea may terminate these Terms and Conditions without notice and with immediate effect, in the following circumstances:

- The Merchant breaches the terms of these Terms and Conditions. In limited circumstances, Geidea may, at its absolute discretion, notify the Merchant of a breach of the terms of these Terms and Conditions and give the Merchant a period of 30 days to rectify the breach. In the event that the Merchant is not, in the absolute discretion of Geidea, able to remedy the breach, Geidea may terminate the Terms and Conditions at the end of the 30-day period;
- Geidea considers that the Merchant is financially insecure;
- The Merchant materially alters the nature of its business without notifying and obtaining the written consent of Geidea;
- Geidea is unable to process payments for the Merchant by virtue of a court order or legal or Scheme Rule obligation;
- if the Merchant commit any act, which in our opinion is considered as an act of deception, scam, dishonesty, fraud, willful misrepresentation or an act that would result in losses or damages to Geidea;
- if the Merchant enter into any act of bankruptcy or compromise with Merchant's creditors or a petition or receiving order in bankruptcy is presented or made against you or a petition for an administration order is presented in relation to you or a resolution or petition to wind up such party is passed or presented (otherwise than for reconstruction or amalgamation) or a receiver or administrative receiver is appointed;
- if the Merchant fails to comply with Data Security Standards;
- due to any event of Force Majeure as described in these Terms and Conditions.

8.2.2 In all cases, the termination of these Terms and Conditions represents a nonexclusive remedy available to Geidea, who may otherwise exercise all their contractual and statutory rights regarding or against the Merchant. Obligations of payment survive the termination of this Terms and Conditions.

### 8.3 Termination for Convenience

Without prejudice to the Merchant's right to terminate these Terms and Conditions during the Cooling-Off Period as stipulated under Clause (8.5) below, both Geidea and the Merchant shall have the right to terminate these Terms and Conditions for any reason, and at any time, by serving a thirty (30) days prior written notice to the other Party.

### 8.4 Early Termination

8.4.1 These Terms and Conditions generally establishes a Cutoff date for its termination by the Merchant. For the avoidance of doubt, the Cutoff date is set at 9 (nine) calendar months from the Effective Date. The early Termination of these Terms and Conditions by the Merchant any time after the elapse of the Cooling off Period and before the expiry of the Cutoff date shall result in an obligation on the Merchant to pay Early Termination Compensation payable to Geidea, as further described at Schedule 3 (three) herein which the Merchant should authorize Geidea to debit and recover from its Bank Account.

8.4.2 Save as stipulated at Clause (8.5) and without prejudice to Clause (8.4.1) above, should the Merchant decide to terminate the present Terms and Conditions irrespective of the reason, the Merchant shall serve a 30 days' written advance notice to Geidea.

8.4.3 The Merchant must return all POS Devices to Geidea within ten (10) Business Days following the date of termination of the Terms and Conditions and forthwith paying any outstanding rental payments due to Geidea. In case the Merchant fail to return the POS Device within the said ten Business Day period, Geidea shall be entitled to recover the replacement value of the POS Device from the Merchant by debit from the Bank Account or adjustment against the sale Proceeds.

8.4.4 Upon termination Geidea may retain any amounts held by it in accordance for a period following the date of delivery of goods or performance of Services that are the subject of Payment Transactions or following the date of termination of these Terms and Conditions. Such funds will be retained up to 120 days or until the Chargeback and/ or Refund window has ended in accordance with the Card Scheme Rules, whichever is earlier, following which any remaining funds will be transferred to the Bank Account.

### 8.5 Termination During Cooling-off Period:

8.5.1 The Merchant shall have the right to terminate these Terms and Conditions within 10 (ten) business days as of the date of these Terms and Conditions ("Cooling-Off Period"), without any compensation to Geidea.

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8.5.2 Geidea may commence providing any of the Services to the Merchant during the Cooling-Off Period, provided the Merchant agrees and compliance with all relevant requirements verification has been completed. Accordingly, the Merchant's right to terminate these Terms and Conditions during the Cooling-Off Period shall not be affected.

8.5.3 In the event the Merchant decides to exercise his right to terminate these Terms and Conditions prior to the end of its term as stipulated under Paragraph (8.4) of this Clause and during the Cooling-Off Period by serving a two (2) days prior notice, the Merchant shall be entitled to a full refund of any previously paid Fees that are not yet attributable to any Services provided by Geidea to the Merchant.

8.5.4 This Clause shall only apply to newly onboarded Merchants.

## 9. General Provisions

9.1 Governing law and disputes: The Governing law in relation to this Terms and Conditions shall be the laws and regulations of the Kingdom of Saudi Arabia ("Applicable Law"). The Merchant and all other parties to this Terms and Conditions consent to the exclusive jurisdiction of Courts in the Kingdom of Saudi Arabia.

9.2 Notices: Except as provided otherwise in these Terms and Conditions, all notices required under the terms of this Terms and Conditions shall be sent via the Online Platform or in writing, by email. For the valid service of a notice by email or via the Online Platform, no acknowledgement of receipt is needed.

## 10. Right to Amend:

10.1 Geidea may, upon giving thirty (30) days' prior written notice to the Merchant, amend the terms of these Terms and Conditions. A shorter notice may be given if required by Applicable Law or Card Schemes to give effect to the change.

10.2 The amendments and /or updated Terms and Conditions applicable from time to time or in case of shorter notice requirements stated above, shall be posted at our website or at your merchant portal (as applicable).

10.3 Notice of any changes may be made by sending an email and/or SMS or any electronic method to the Merchant in accordance with our records, or by placing the message on the Merchant portal, or through other reasonable means. The Merchant confirm that it has high speed internet access, and the email id is a valid official email account to receive notices, communications and information relating to this Terms and Conditions.

10.4 A notice sent by Geidea to the Merchant's e-mail (as provided by the Merchant), shall be deemed to have been received by the Merchant upon its delivery to the email on record. The Merchant are obliged to inform us in writing of any changes to the Merchant's e-mail address or mobile number or any contact details provided to Geidea reasonably in advance, and the Merchant assume sole liability for the Merchant's non-receipt of a notice of a change or amendment to the Terms and Conditions in the event that the Merchant have failed to inform us of a change in the Merchant's e-mail address.

10.5 The Merchant's continued use of the Services, API, or Data after a change or amendment or removal has taken effect, constitutes the Merchant's acceptance of the amended Terms and Conditions.

## 11. Data, Privacy Security and Confidentiality

11.1 The Merchant shall, in relation to receipt of the Services, comply with applicable Data Protection Laws and regulations. The Merchant is solely liable for the lawful collection, transmission, obtaining consents and use of all its customer data.

11.2 Subject to the below, the Merchant agrees to keep in strict confidence and not to disclose to any person any information in relation to the Terms and Conditions, the Cards, any Payment Transaction except as directed by Geidea and to use such information solely for the purpose of initiating legitimate Payment Transactions.

11.3 Subject to the provisions of these Terms and Conditions, Geidea and the Merchant shall keep in strict confidence all technical and business information including but not limited to the information which may be disclosed or confided to it by the other party or which it may obtain from the other party during the course of performance of the Terms and Conditions, and shall not disclose the same to any third party unless if so required by a court order, government or competent authority.

11.4 Geidea or any third party authorized by Geidea (including Card Schemes) may use, access, store, reproduce, publish, distribute, modify, aggregate with other information, analyze, transmit, license and otherwise process information, data including Transaction data and/or Personal Data and, may disclose such data including Transaction data and/or Personal Data provided by the Merchant which Geidea process in connection with provision of Services or other purposes set forth under this Terms and Conditions to our Affiliates and/or third parties, whether inside or outside the Territory, for the following purposes:

- to provide Products and Services under these Terms and Conditions;
- to comply with the Card Scheme Rules;
- where required for the purposes of detection of fraud, anti-money laundering or counter terrorism financing;
- where Geidea may assign or subcontract or transfer our rights and obligations under these Terms and Conditions;
- to monitor and analyze our operations;
- to investors or potential investors, stock exchanges or otherwise in the event of sale, merger, amalgamation or transfer of our business or for the purposes of obtaining finance for Geidea's business;
- to evaluate, develop and/or deliver Products and/or Services through third parties, including debit collection companies;
- to include the Merchant as a customer of Geidea in corporate, marketing and similar publications made available to third parties;
- to comply with the Applicable Laws and the Card Scheme Rules;
- to obtain advice from professional advisors where needed in relation to these Terms and Conditions;
- to conduct identity checks on the Merchant or the Merchant's principals and where Geidea are required or permitted to do so by the Applicable Las or the Card Scheme Rules;
- to the Merchant's referral partners in response to the requests from them, relating to the Merchant's relationship with the referral partner, and which has a connection with the Services under this Terms and Conditions; and

11.5 The Merchant hereby authorizes Geidea to share the Merchant's information and contact data with Geidea's partners for participation in partners' schemes and programs from time to time, and with the Schemes.

11.6 Geidea reserves the right from time to time to access such customer data and information to detect fraudulent transactions where Geidea's Services have been used. Geidea shall own all rights, title and interest (including any Intellectual Property rights) in any data generated under these Terms and Conditions whether obtained or generated prior to, during, or after the Term of the Terms and Conditions. In relation to these Terms and Conditions, the Merchant, acting as a Data Controller, shall only give lawful instructions to us who shall be a Data Processor.

11.7 In the event the Merchant processes or collects Personal Data, the Merchant will comply with the Applicable Laws for collecting or processing the data, including Personal Data, processing activities, including obtaining all relevant consents from Data Subjects in relation to the collection, processing, use, retention and transfer of Personal Data in accordance with the purposes and terms set forth in the Terms and Conditions. Further, the Merchant undertakes to collect and process the Customers' Personal Data only for the purpose of these Terms and Conditions and to fulfill

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its obligations under these Terms and Conditions. Merchants also undertake to collect only the minimum amount of Personal Data necessary to fulfill its obligations.

- 11.8 The Merchant is in compliance with, and throughout the Term of this Terms and Conditions will continue to comply with Geidea's privacy policy (as updated from time to time), the Data Security Standards and Applicable Laws, including all relevant Data Protection Laws in the Merchant's performance of this Terms and Conditions, including the transfer of Personal Data to Geidea.
- 11.9 The Merchant implements appropriate technical and organizational measures to ensure, and to be able to demonstrate, that the processing of data including Personal Data is performed in accordance with Data Protection Laws, including but not limited to, taking reasonable steps to ensure that Personal Data is accurate, complete and current; adequate, relevant and limited to what is necessary in relation to this Terms and Conditions, as appropriate complying with the principles of data protection, implement measures to safeguard rights of Data Subjects, train staff to understand their responsibilities under the Data Protection Laws.
- 11.10 The Merchant shall inform Geidea of any data breach, including Personal Data breach forthwith but in any case not beyond 24 hours of the occurrence of such an incident and shall cooperate with Geidea in complying with any reasonable requests.
- 11.11 Use of Anonymized Data: Notwithstanding anything to the contrary contained in these Terms and Conditions, Geidea may, during the Term, use, access, store, reproduce, publish, distribute, modify, aggregate with other information, analyze, transmit, sell, license, distribute and disclose Anonymized Data to provide Products, improve the Services, develop and provide, any new services to our existing or new clients.

## 12. Geidea's Personal Data Obligations

To the extent Geidea processes or collects Personal Data:

- 12.1 Geidea undertakes to collect and process the Merchant's or Customers' Personal Data only for the purpose of these Terms and Conditions and to fulfill its obligations under these Terms and Conditions. Geidea also undertakes to collect only the minimum amount of Personal Data necessary to fulfill its obligations.
- 12.2 Geidea undertakes to comply with all Applicable Laws and regulations when processing any Personal Data.
- 12.3 Geidea undertakes to dispose of the Merchant's or Customers' Personal Data after the period for which Geidea needs to retain that Personal Data has ended. Geidea may retain such data after the purpose of its collection has ended if everything that leads to identifying its owner (the data subject) specifically is removed in accordance with the regulations stipulated under the law.
- 12.4 The Merchant or Customer has the right to withdraw their consent to the processing of their Personal Data at any time by means of a written and reasonable request submitted to Geidea.
- 12.5 Geidea shall be obliged to provide the required information and clarification to the Merchants and Customers in case there is a need for additional processing of Personal Data for a purpose other than the purposes mentioned above under Clause (12.1). Geidea undertakes to update these Terms and Conditions and notify the Merchant of such updates whenever additional data processing is required. In such cases, Geidea shall seek the Merchant's separate consent for each new purpose of processing.
- 12.6 Geidea undertakes to obtain the Merchant's explicit consent in the following cases:
- When there is a need to process any of the Merchant's Sensitive Data (as defined under the Saudi Personal Data Protection Law issued by virtue of Royal Decree No. (M/19) 16/09/1443 AH ("PDPL")).
  - When there is a need to process any Credit Data (as defined under the PDPL).
  - When there is a need to make decisions based entirely on the automated processing of Personal Data.
- 12.7 Geidea undertakes to inform the Merchant in case of data leakage incidents of his Personal Data in simple and clear language, whenever necessary.

## 13. Force Majeure

Neither party shall be liable for delays in relation to the performance of any of their obligations under these Terms and Conditions caused by events such as fires, telecommunications or power failures, equipment failures, riots, war, acts of God or other causes over which that party has no reasonable control.

## 14. Audit

- 14.1 The Merchant agrees to provide Geidea or its authorized agents (and/or the Card Schemes or their authorized agents) to perform an onsite audit of its business, which in Geidea's reasonable view is relevant to the fulfilment of the Merchant's obligations under this Terms and Conditions. As part of any of the audit shall:
- give access to your business locations in order to examine records facilities, systems, data and stock and those of any business which Geidea and / or the Card Scheme(s) reasonably believe(s) are connected to you; ii. provide copies of relevant records;
  - iprovide any reasonable assistance requested by us or our authorized agents (and/or the Card Schemes or their authorized agents); and
  - obtain and submit a copy of an audit report (at your sole expense) from a third party certified by Card Scheme(s) of the physical, operational, financial and information security aspects of your business if reasonably requested by us or the Card Schemes. During the course of any forensic investigation, you shall fully cooperate with the investigation until completed.

## 15. Intellectual Property and Geidea of Marks

- 15.1 The Merchant acknowledge that it is familiar with the names, logos, symbols and trademarks (collectively, the "Marks") as published by Geidea and or the Card Issuer and agrees to display Card Schemes names and service marks of the Card types accepted by the Merchant at or near the POS terminals, mobile applications, and/ or websites (as applicable). The Merchant use of the Marks must comply with the Card Scheme Rules and/or Geidea's policies including those communicated by Geidea from time to time. ii. The Merchant agree to prominently display standard decals, signs, service marks and other promotional materials as required by Geidea and or the Card Scheme.
- 15.2 The Merchant shall ensure that any display or Geidea of Card Scheme's name, brand or logo shall be limited for the purpose of these Terms and Conditions to the extent permissible in accordance the guidelines and extent of Geidea stated under the Card Scheme Rules and as may be communicated by Geidea from time to time. iv. For avoidance of doubt, any limited use of Card Scheme's name, brand or logo by the Merchant under this Terms and Conditions shall not constitute grant of any license or rights of any nature whatsoever to the Merchant.
- 15.3 The Merchant shall ensure that any display and/or use of Geidea's name, brand or logo shall not be without prior our written consent (including any press releases or public announcements) and upon receiving such consent from Geidea, the use of our name, brand or logo by the Merchant shall be limited for the purpose of this Terms and Conditions and to the extent permissible in accordance with our guidelines and extent use that is communicated by Geidea from time to time. For avoidance of doubt, any limited use of our name, brand or logo by the Merchant under these Terms and Conditions shall not constitute grant of any license or rights of any nature whatsoever to the Merchant.
- 15.4 The Merchant warrants that the Merchant shall not infringe upon our mark or logo and/or the Card Schemes, nor otherwise use the mark or logo of Cards in such a manner as to create the impression that the Merchant's goods or services are sponsored, produced, affiliated with, offered, or sold by Geidea and /or any of the Card Schemes.

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15.5 The Merchant hereby authorizes and grants Geidea the right to use the Merchant's Intellectual Property for the limited purpose set forth in these Terms and Conditions including inclusion of the Merchant's company name and logo in our reports, announcements and/or publications.

#### 16. Entire agreement

16.1 These Terms and Conditions constitute the entire contract between the parties with regards to the subject matter of these Terms and Conditions, and shall prevail over any prior agreement, understandings or negotiations, whether oral or written, between the parties.

#### 17. Authorization

By signing these Terms and Conditions on behalf of the Merchant, the signatory hereby warrants and confirms that he is legally authorized to engage the Merchant and to enter Terms and Conditions on the Merchant's behalf.

#### 18. In the Merchant Lending

18.1 In event the Merchant procure any financial solutions including a loan or any cash advance from a Lender that is secured against the Merchant's future Sale Proceed receivables then Geidea may, upon the Merchant's written request, at our sole and absolute discretion, mark a lien on all or a part of the Sale Proceeds in favor of the Lender.

18.2 If the Merchant takes an advance from the Lender against the Merchant's future sale Proceeds receivables, Geidea shall after it has marked a lien on the Merchant's Sale Proceeds in favor of the Lender and till such time that the Lender has advised Geidea in writing that the lien be released:

- deposit the Sales Proceeds to the Merchant's Bank Account designated by the Merchant; and/or
- deposit all or a proportion of the Sale Proceeds to the Merchant's designated bank account with the Lender; and

18.3 Geidea's despite of all or a proportion of the Sale Proceeds the Merchant's Bank Account or the Merchant's designated account with the Lender (as the case may be) shall be full and final settlement of our obligation to transfer the Sale Proceeds to the Merchant under this Terms and Conditions.

18.4 The Merchant agree that marking of such lien as requested by the Merchant in writing, and transfer of Sales Proceeds to the Merchant's Bank Account(s) or the Merchant's designated account with the Lender shall remain subject to our rights under these Terms and Conditions and Applicable Law and shall be without prejudice to our right to withhold, retain, deduct and/or apply the Sale Proceeds in accordance this clause and other applicable provisions of these Terms and Conditions.

#### 19. Electronic Signatures

The Parties agree that these Terms and Conditions may be signed and/or transmitted by electronic mail (which may include an original or scanned .pdf document) or electronic signature (e.g., DocuSign or similar electronic or digital signature technology including a simple opt-in option) or by accepting the terms and conditions online and thereafter maintained in an electronic form, and that such electronic record shall be valid and effective to bind the Party so signing as a paper copy bearing such Party's handwritten signature. The Parties further consent and agree that the electronic signatures shall be treated, for purpose of validity, enforceability and admissibility, the same as handwritten signatures.

#### 20. Rules of interpretation

In these Terms and Conditions, unless the contrary intention appears or the context otherwise requires, a reference to:

- reference to one gender implies reference to other genders and use of singular and plural are deemed to be used interchangeably, as the context may require;
- an amendment includes any amendment, supplement, variation, novation, modification, replacement or restatement and amend, amending and amended shall be construed accordingly;
- a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law compliance with which is customary amongst those to whom it is addressed) of any governmental body, agency, department or regulatory, self-regulatory or other authority or organization;
- a provision of law is a reference to that provision as amended or re-enacted from time to time;
- a Clause or a Schedule is a reference to a clause of or a Schedule to these Terms and Conditions, and all references to this Terms and Conditions shall be deemed to include the Schedules to these Terms and Conditions;
- a person includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- the Schedules and any annexes and Additional Terms herein shall form an integral part of these Terms and Conditions.
- The headings in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.

**SCHEDULE ONE**

**MERCHANT'S OBLIGATIONS AT AND AFTER ONBOARDING:**

- 1) Geidea shall install at the Merchant's Sales Outlet(s) the MADA-POS Device(s) subject to the terms and conditions contained or made, or to be made, supplemental to the Terms and Conditions as amended from time to time, and subject to any regulations contained from time to time within the MADA operating manuals.
- 2) The Merchant hereby authorizes Geidea to procure or lease the MADA-POS Device(s) and have them installed at the Merchant's Sales Outlet(s). The Merchant further guarantees Geidea the exclusive right to install and connect MADA-POS Device(s) at any of the Merchant's Sales Outlet(s), agreed with Geidea.
- 3) No other entity than Geidea or its affiliates will be permitted to install MADAPOS Device(s) at such Sales Outlet(s) for the provision of Geidea Services.
- 4) The Merchant shall at his own expense, and before the agreed time of installation, prepare and provide the necessary power points, telecommunication lines points, PoS data chips (SIM Cards) and space for the MADA-POS Device(s), including signage & supporting advertising literature, where required. Throughout the Term of this Terms and Conditions, the procurement of SIM Cards needed for the operation of MADA POS Devices shall be borne solely by the Merchant, unless otherwise provided by Geidea. Where the SIM Card is provided by Geidea, loss or malfunctions in the SIM card will entail the Misuse Fee payable by the Merchant, as further described at Schedule 3.
- 5) The Merchant has to ensure that the MADA-POS Terminal(s) installed or maintained by Geidea are related to Geidea Services; in case Merchants have installed terminals related to other banks, Geidea will not be responsible for any such installations and they will remain under the Merchant's sole responsibility.
- 6) Should the Merchant desire to swap or change the MADA-POS devices, they shall inform and get the approval of Geidea accordingly. Changing the MADA-POS device location without informing Geidea incurs charges and represents an event of default on the part of the Merchant, triggering the contractual mechanism of termination pursuant to Clause 8 of the Terms and Conditions.
- 7) Post installation, the Merchant shall pledge to maintain the MADA POS Device and take all necessary actions to avoid infringement of the same. The Merchant shall pledge to not tamper or allow others to tamper with these devices by any form. The Merchant may not renounce the possession and protection of MADA POS Device including any logo, marketing, or advertising materials, but only in accordance with the provisions of these Terms and Conditions or under an official authorization from Geidea
- 8) The Merchant shall pledge not to sell the MADA POS Device and provided from Geidea, transfer its ownership, mortgage it, demand fees thereon, dispose of it, load it with any burden by any form, abuse any interest therein, allow its sale, transfer its ownership, mortgage it, or assign it for any reason. In case any of the mentioned above has occurred, the Merchant shall be deemed in violation of these Terms and Conditions and the Merchant shall be liable for the civil and criminal liability in that regard. Geidea will be entitled to bill the device(s) value on the Merchant and impose compensation or suitable penalty due to this action.
- 9) All programming, codes, and software keys related to points of sales devices affiliated to Saudi Payment network, which have been formatted Geidea, shall be erased when terminating this Terms and Conditions.

## SCHEDULE TWO

### AVOIDANCE OF PAYMENT CARD FRAUD & PROCEDURES FOR USING THE MADA-POS DEVICES

The Merchant must adhere to the following instructions and procedures, which would assist him in completing transactions safely. The Merchant declares that Geidea shall not be held liable in any ways whatsoever for any outcome of the application (or misapplication) of the same. The Merchant shall be obliged to undertake the following:

#### 1. Ensure that the payment card is not forged or stolen, through:

- 1.1 Comparing the protruded name on the Card with the name entered in the ID card or any other official document such as the national ID card, the residence (Iqama) card, or the passport, and making sure that they are identical.
- 1.2 Comparing the picture shown in the official document with the Cardholder's face, particularly for transactions that exceed a value of 5,000 (Five Thousand) Saudi Riyals.
- 1.3 Not to divide the purchase amount through several transactions with the same payment card.
- 1.4 Taking into consideration that the Customer does not use the credit cards in a random and incorrect manner; e.g. when a customer uses more than one credit card without knowing the available balance.
- 1.5 Upon completion of the purchase transaction through the MADA POS Devices, the last four protruded numbers on the credit card must be compared with the card number printed on the transaction receipt. In case of a difference, then the Card is illegal, and the Merchant shall make sure NOT to deliver the sold goods or services to the Cardholder and shall contact Geidea immediately in this regard.
- 1.6 The Merchant undertakes not to divide the transaction value into several transactions under any circumstances whatsoever (for instance, executing two transactions each with a value of "500" Saudi Riyals for goods with a total value of "1000" Saudi Riyals using the same Card). Geidea in such case shall be entitled to suspend the Service (the payment services) on the MADA POS Device or terminate the Terms and Conditions.

#### 2. Report any incident or suspected incident to Geidea on an immediate basis. Geidea assumes no liability for the acts of the Merchant thereto.

#### 3. While using the MADA-POS Devices, the Merchant shall:

- 3.1 Provide merchandise and/or services to the Cardholder, who makes the purchase transaction through the MADA POS Devices and that with cash prices of sale of the Merchant in addition to granting any deductions applied by the Merchant and without imposing any increase in cash prices of sale or receive any commission or insurance from the Cardholders regarding this transactions, whether by using Saudi Payment Network Cards and/or credit cards or any other payment cards.
- 3.2 Make sure that the Merchant name, registered employment, or location of his branches are printed in a clear and correct form on points of sales receipt affiliated to Saudi Payment Network.
- 3.3 Make sure that MADA POS Devices are used with accuracy, skill, and care and for the purpose for which they were installed.
- 3.4 Not submitting any guarantee or making Geidea liable for any responsibility of any kind in regard of commodities and/or services provided by the Merchant.
- 3.5 Not to charge the card holder any part of the fees, which the Merchant may be liable for its payment under these Terms and Conditions, whether by increasing prices, imposing fees imposed by Geidea or else, or paying any required financing cost related to the used card via MADA POS Devices.
- 3.6 Make sure that MADA POS Devices are being operated by the Merchant employees who are authorized and trained for that.
- 3.7 Make sure that the password of MADA POS Devices (for example, when using it in refund through MADA POS Devices), and the Soft POS Application is known and limited to senior personnel, who are appropriately qualified. Whereas any misuse for the password by the Merchant may cause losses, costs, fees, and damages for Geidea due the Merchant's failure to comply with the controls of password and due to that, the Merchant shall bear all damages, compensations, losses, and all consequences, which may be incurred by Geidea thereto.
- 3.8 Bear liability for the actions of his employees regarding the performance of the Merchant's obligations under these Terms and Conditions, including the Payment Transactions via MADA POS Devices.
- 3.9 Compensate Geidea for any liability arising from any dispute with the Cardholder in respect of the goods and/ or services that is purchased through MADA POS Device and done by payment card.
- 3.10 Not to use any of the MADA POS Devices for obtaining/ providing cash in advance. Unless authorized by Geidea and unless such transaction is acceptable as a purchase with cashback and use any of the MADA POS Devices for obtaining/ providing cash in advance constitutes an event of default, allowing Geidea to immediately terminate these Terms and Conditions.
- 3.11 Be responsible for the safe storage of all the receipts of use any of the MADA POS Devices for obtaining/ providing cash in advance (temperature not exceeding 25 ° C and maintaining humidity less than 20%) for two years from completion date of the transaction and supplying the required documents (in read form) to Geidea if requested during this period. In the absence of such documentary evidence on the part of the Merchant, Geidea shall be entitled to withdraw from the account/ accounts of the Merchant for the full transaction amount in this regard.
- 3.12 Under the Scheme Rules, the Merchant undertakes to bear the liabilities generated by the objections of the settlement of Transactions on the Cards, in all cases where any of the Terms and Conditions terms are breached, especially in the following cases:
  - a) No Cardholder's signature on the receipt voucher for a transaction.
  - b) The receipt voucher does not have an authorization number.
  - c) Manual modification / record of the Cardholder data on the receipt voucher.



### SCHEDULE 3 - Service Fees and Deductions

#### 1- Fees for Merchants:

Service type	Only Card Present	
	SoftPOS	POS Terminals
<b>Early Termination/Cancellation Fees</b>	100*number of remaining months up to 24 months	100*number of remaining months up to 24 months
<b>Misuse fees/ replacement within the Terms and Conditions Term</b>	NA	SAR 1200
<b>Minimum Sale amount per terminal per month commitment</b>	SAR 6,500	SAR 15,000
<b>Fees on Not achieving the minimum monthly sale amount per terminal</b>	SAR 20	SAR 100
<b>Chargeback Fee per Chargeback which has not been successfully defended by the Merchant.</b>	SAR 120	SAR 120
<b>Financial Transactions (per transaction)</b>		
<b>Credit Card (CC)</b>	2.75%	2.75%
<b>Transactional Fees: CC</b>	SAR 1	SAR 1
<b>MADA</b>	Less than 100 SAR - 0.7% More than 100 SAR - 0.8%	Less than 100 SAR - 0.7% More than 100 SAR - 0.8%
<b>Maximum Cap Amount for MADA</b>	SAR 160	SAR 160

#### Add-ons

All the above are subject to VAT 15%

Add-Ons will incur charges only if requested by the merchant.

#### 2- Fees for Freelance Merchants:

For avoidance of doubt Freelance Merchants here means those who offer their services to clients on a temporary or project basis, typically on a contractual Terms and Conditions. They are self-employed and work independently, often remotely, providing services in their area of expertise, such as writing, graphic design, programming, consulting, and many other fields. Freelancers have the flexibility to choose their projects, clients, and work schedules, and they are not bound by traditional employment contracts or long-term commitments to a single employer.

Service type	Only Card Present	
	SoftPOS	POS Terminals
<b>Fees/Rates</b>	SAR 899 annual fee	SAR 1499 for the first contractual year then to be SAR 1799 annual fee
<b>Annual Fees are due upon signing these Terms and Conditions through Geidea's system</b>		
<b>Early Termination/Cancellation Fees</b>	N/A	N/A
<b>Misuse fees/ replacement within the Terms and Conditions Term</b>	N/A	SAR 1200
<b>Chargeback Fee per Chargeback which has not been successfully defended by the Merchant.</b>	SAR 120	SAR 120
<b>Financial Transactions (per transaction)</b>		

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Credit Card (CC)	2.75%	2.75%
Transactional Fees: CC	SAR 1	SAR 1
MADA	Less than 100 SAR - 0.7% More than 100 SAR - 0.8%	Less than 100 SAR - 0.7% More than 100 SAR - 0.8%
Maximum Cap Amount for MADA	SAR 160	SAR 160

#### Add-ons

1. All the above are subject to VAT 15%
2. Add-Ons will incur charges only if requested by the merchant.
3. For SoftPOS the Merchant will be granted a free of charge limit up to SAR10K. The charges for CC and MADA will be applied after reaching the free of charge limit.
4. For Terminals the Merchant will be granted a free of charge limit up to SAR 10K. The charges for CC and MADA will be applied after reaching the free of charge limit.

### 3- Misuse Fees:

Scenario	Applicable Charges
Non-Return POS Terminals (Post Termination/Expiry)	SAR 1,500
Lost POS Terminals/ loss or malfunctions in the SIM card	SAR 1,500
Misused POS Terminals/ Broken Screens	Varies (Based on technical evaluation and repair/replacement costs)

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## GEIDEA CARD NOT PRESENT TERMS AND CONDITIONS

### 1. APPLICATION OF THE GENERAL TERMS AND CONDITIONS

These general terms and conditions ("**Terms and Conditions**") shall constitute an integral part of the Geidea Merchant Agreement which shall be concluded and entered into by and between you ("**Merchant**") and Geidea Co. For Technology ("**Geidea**" or "**Service Provider**"). These Terms and Conditions shall apply unless otherwise agreed in writing between the Merchant and the Service Provider.

### 2. DEFINITIONS

The following definitions shall apply to these Terms and Conditions:

"**Agreement**" means the merchant agreement which shall be concluded between the Geidea and the Merchant, the Terms and Conditions, and any order, agreement, or documents concluded between Geidea and the Merchant, which jointly shall constitute the entire Agreement regarding the Service.

"**Applicable Laws**" mean shall mean all statutes, enactments, and acts of legislature, laws, ordinances, rules, byelaws, regulations, notifications, guidelines, policies, directions, directives, treaties, and orders of any authority which may have jurisdiction as amended or supplemented from time to time.

"**Business Day**" means any day on which Geidea is open for business to the general public, in the Territory.

"**Personal Data**" means any information relating to an identified or identifiable person, and which is collected in connection to the Service Provider's provision of the Service. Personal Data may include, but is not limited to, data collected for the purpose of transmitting Merchant's ecommerce payment transactions.

"**Geidea Payment Processing Services**" means the facilitation of payment processing services offered by Geidea as a payment processor/aggregator which provides the Merchant with the ability to accept any payment methods, credit cards, virtual cards, or debit cards on a website, mobile wallet, or mobile application.

"**Payment Method**" means any method that Geidea offers for processing Transactions, including but not limited to payment via Geidea's payment gateway or pay by link by using Cards, wallet, or any other means of payment that Geidea may decide to offer.

"**Schemes**" means any Card licensing company which has granted an e-commerce acquiring license to Geidea, which shall include but not be limited to one or more of the following: Visa, MasterCard, Union Pay International, American Express, JCB, Diners, Discover, MADA and Mercury.

"**SIMAH**": means the Saudi Credit Bureau.

"**Customer**" or "**End User**" means the person or entity that purchases or uses the good/service of the Merchant and paying for such goods/services via the Geidea Payment Processing Services.

"**Card(s)**" means an integrated-circuit card and/or magnetic stripe credit, debit, or prepaid card which has a CVV (Card Verification Value) number either at the front or back of the Card or, virtual cards issued to a Cardholder by an Issuer which shall include any subsequently issued, renewed or replaced card (or account number issued by an Issuer) which can be used to purchase goods and/or services from merchants.

"**Territory**" or "**KSA**" means the Kingdom of Saudi Arabia.

"**PA DSS**" means the Payment Application Data Security Standard.

"**PCI-DSS**" means the Payment Card Industry Data Security Standard as declared by the Payment Card Industry Data Security Council ("**PCI SSC**") from time to time.

"**Payment Channel**" shall mean the channel or method that the Merchant provides its Customers to make a payment.

"**Refund**" shall mean any return of funds given in respect of a Transaction to the Customer's account.

"**Merchant Services**" means collectively the payment Transactions, e-commerce or any other such services related to Payment Transaction provided by Geidea to the Merchant as described in this Terms and Conditions.

"**Transactions**" means the purchase or lease by a Customer of goods and/or services from a Merchant (including a credit or refund) via Geidea's payment services.

"**Recovery Bulletin**" means a bulletin issued and updated by the Schemes from time to time and which includes details of Cards which shall be recovered from their holders as result of being lost, stolen, forged, or otherwise illegally held.

"**Change of Control**" means, the acquisition of Control of the Merchant by an Entity who did not previously exercise Control of the Merchant.

"**Chargeback**" shall mean a Transaction that is reversed because the Customer has successfully disputed the Transaction.

"**Control**" means either:

- (i) the power (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) to appoint and/or remove all or such of the members of the board of directors of an Entity as are able to cast a majority of the votes capable of being cast by the members of that board; or
- (ii) the holding of (or possession of the beneficial interest in) shares or other securities in any Entity which in aggregate confer on the holders thereof in excess of at least 40% of the total voting rights exercisable at general meetings of that Entity, or any other percentage which may be deemed as a change in the control as per the sole discretion of Geidea.

"**Entity**" means any corporate body (irrespective of the state or country under the laws of which such body was incorporated), partnership, sole proprietorship, joint venture, or other form of organization.

"**Intellectual Property Rights**" means all patents, trademarks, copyright and related rights, domain names, rights in get-up, design rights, database rights, topography rights, and all other similar proprietary rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"**Disputed Transactions**" shall mean the Transaction that had been disputed by the Customer, the issuer bank, the merchant, the regulator, or any other entities of authorized nature as a result of a Customer dispute, invalid transaction, or fraudulent transaction."

"**Valid Transaction**" means those Transactions which are successfully completed with a valid and authorized Payment Method (not a Disputed Transaction) and processed by Geidea in accordance with the terms of these Terms and Conditions and the Merchant Terms and Conditions which shall be executed between Geidea and the Merchant, and/or any procedure guidelines which Geidea may issue.

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### 3. GEIDEA PAYMENT PROCESSING SERVICES:

- 3.1 Geidea shall provide the Geidea Payment Processing Services that facilitates payment processing of all kinds of payment to the Merchant to enable the Merchant to conduct Transactions as set out in these Terms and Conditions.
- 3.2 Geidea will credit the Merchant's designated account with Geidea with the amount of the value of all Valid Transactions.
- 3.3 Transactions shall be subject to the Merchant's compliance with the Merchant's roles and responsibilities and covenants as set out in these Terms and Conditions.

#### 4. GENERAL OBLIGATIONS OF THE MERCHANT:

- 4.1 The Merchant shall obtain and maintain all necessary licenses and consents and comply with all relevant legislation or otherwise required under applicable industry practices or Schemes' rules to enable Geidea to provide the services, insofar as such licenses and consents relate to the Merchant obligations under these Terms and Conditions.
- 4.2 The Merchant shall be responsible for the implementation of/or adaptation to its e-commerce solution in order to enable the Service and allow the Geidea payment gateway service or payment by link to function properly.
- 4.3 The Merchant agrees that it shall not use the Geidea Payment Processing Services other than for the sale of goods or services that are permitted to be sold pursuant to the availed Merchant's government license and agreed upon with Geidea.
- 4.4 The Merchant agrees that it shall not use the Geidea Payment Processing Services for the sale of the goods or services that violate Applicable Law.
- 4.5 The Merchant agrees to honor all Valid Transactions conducted through any Payment Method, and where relevant, by supplying goods, services or anything related on that matter to the Customer on the same terms (including price) applicable for cash or other means of payment.
- 4.6 The Merchant agrees that they are solely responsible for the terms and conditions of the delivery of services/goods, and the provisions of such goods/services sold to the Customers as part of Merchant's use of the Geidea Payment Processing Services. In the case of any dispute by a Customer in relation to the goods/services, delivery, timeliness or the like, Geidea will not in any way whatsoever be held liable for any lapse or shortcomings of the Merchant.
- 4.7 The Merchant hereby acknowledges that Geidea is not responsible for any mistakes made by the Customer in case the Customer initiates a payment process using incorrect beneficiary (the payee) details or incorrect bank details. However, Geidea shall make reasonable efforts to recover funds from the wrong recipient of funds, and Geidea may charge a fee to the Customer.
- 4.8 The Merchant understands and agrees that authorization must be obtained from Geidea for each Transaction and for the entire amount.
- 4.9 The Merchant shall comply at all times with all applicable laws and regulations in the Territory particularly those related to the protection of Personal Data when dealing with, storing, processing or transferring of the Personal Data of the Customers including the Saudi Arabia Data Protection Law No. 14 of 2023, the regulations issued by the Schemes in particular the PCI-DSS, and activities related to payment processing activities in the Territory including but not limited to those issued by the Saudi Central Bank ("**SAMA**").
- 4.10 Throughout the duration of these Terms and Conditions and the Merchant Terms and Conditions, the Merchant shall be responsible to possess and regularly renew the relevant PCI DSS certification.
- 4.11 The Merchant shall comply with the Mastercard Business Risk Assessment and Mitigation ("**BRAM**") Program and the Visa Integrity Risk Program ("**VIIRP**"), as well as MADA rules and regulations and notify Geidea as soon as the Merchant becomes aware of any actual or suspected breach of any such rules or standards.
- 4.12 The Merchant shall be responsible for ensuring that all online payment transactions processed through the Geidea's Payment Method are legitimate. For such purpose, the Merchant shall implement appropriate security measures to protect the Personal Data of Customers and to prevent fraud.
- 4.13 The Merchant must carry out testing of the integration of its ecommerce solution with the Payment Processing Services in accordance with the Service Provider's instructions before the Geidea Payment Processing Services can be deployed. The Merchant is responsible for any and all expenses incurred related to implementation and testing.
- 4.14 The Merchant's equipment and ecommerce solution must at all times comply with the requirements and specifications specified by the Service Provider for the use of the Geidea Payment Processing Services.
- 4.15 The Merchant shall be responsible for the accuracy and completeness of the information supplied to Geidea. The Merchant must inform the Geidea in writing and without undue delay of any change in the Merchant's information that may affect the Terms and Conditions or the Geidea Payment Processing Services.
- 4.16 The Merchant shall notify Geidea prior to any proposed Change of Control of the Merchant and shall provide Geidea with such financial information as necessary to determine the impact of the Change of Control on the Merchant. Further, the Merchant shall notify Geidea of any sale, restructuring, acquisition, merger, or any other material change in the nature or size of its business.
- 4.17 The Merchant shall keep and maintain appropriate books and records in relation to the Merchant Services in accordance with generally accepted cash accounting principles and the Applicable Laws. Such books and records should reflect all Transactions processed by the Merchant using the Merchant Services. The Merchant shall keep all sales records for such time and in such manner as may be required by law, but in no event for less than 10 (ten) years from the date of the Transaction. Geidea shall have the right to inspect such copies at any time and the Merchant agrees to surrender such copies to Geidea. If the Merchant fails to make available any such copies, the Merchant agrees to indemnify Geidea in full for all damages, losses, or costs which Geidea may sustain as a result of being unable to obtain such sale records.
- 4.18 The Merchant shall use its best endeavors to assist Geidea, if requested from time to time, in preventing or detecting fraud and undertakes to inform Geidea, as soon as reasonably practicable, of any fraudulent activity the Merchant becomes aware or any such activities which, in the opinion of the Merchant would involve fraud, misrepresentation or other illegal activities.
- 4.19 The Merchant shall not to sell, purchase, provide or exchange Card account number information or details in the form of Card transaction document, mailing lists, tapes, journal rolls, or other media obtained by reasons of a Card transaction to any third party, or other than Geidea or any of its representatives or pursuant to an official court order.

- 4.20 The Merchant shall grant to Geidea and any of its agents or subcontractors (or their duly authorized representatives) the right of access to any of the Merchant's premises, employees and/or records, to the extent relevant to the receipt of the Merchant Services, as Geidea and any of its agents or subcontractors may reasonably require during normal business hours in order to:
- (i) verify that the Merchant is complying with the provisions of these Terms and Conditions; in addition to all Applicable Laws and the rules of Schemes; and
  - (ii) identify suspected fraud or accounting mistakes; and inspect any assets in the Merchant's possession or control as may reasonably be relevant for the purposes.
- 4.21 Merchant agrees to display, announce, and inform it's the Customers and shall display on its premises (including on its website, mobile application and all other such Card acceptance channels) suitable signs and information to indicate its acceptance of the payment gateway and the pay by links as form of payment methods.
- 4.22 The Merchant shall and hereby undertakes, not to accept any Cards:
- (i) which are expired at the time of usage;
  - (ii) which are recoverable according to the Recovery Bulletin or pursuant to information earlier provided by Geidea;
  - (iii) which are presented by a person who is not the holder; and
  - (iv) which are reasonably believed to be forged, counterfeit, altered or otherwise damaged, and in violation of any Applicable Laws. The Merchant shall have the right to ask for Fraud awareness sessions, if needed.
- 4.23 The Merchant shall repay to Geidea, on demand, all fines, assessments, charges, etc. imposed on Geidea by the Schemes as a result of or in connection with Transactions requests initiated or made by the Merchant.
- 4.24 The Merchant shall install and maintain the software that connects the Merchant to payment gateway application through an information technology which shall be provided, updated, or otherwise revised by Geidea.
- 4.25 The Merchant must provide the Customer with an electronic receipt of goods or services purchased.
- 4.26 The Merchant must keep records of the order forms and obtain proof of delivery to the shipping address provided by the Customer for a time period corresponding with standards and as stipulated in the Applicable Laws and regulations.
- 4.27 Geidea shall have the right to control, monitor, and rectify the declined Transactions of agreed payment transactions that are initiated by the Merchant.
- 4.28 When a Transaction is initiated through the (In-app or in-browser using Apple pay, the Transaction will not support the 3D Secure protocol, the Merchants must support Apple Pay 3D Secure Mode (CDCVM).
- 4.29 The Merchant shall provide Customers with a receipt with the following info:
- (i) Merchant name and online address.
  - (ii) Transaction amount.
  - (iii) Transaction currency.
  - (iv) Transaction date and shipping date.
  - (v) Unique Payment Transaction ID.
  - (vi) Authorization code.
  - (vii) Description of good and/or services.
  - (viii) Masked Card number.
  - (ix) Expected delivery date, delivery method and delivery address.
- 4.30 Merchant shall include in each online Transaction the order reference number further to which the status of that Transaction will be sent to the Merchant by Geidea quoting the order reference number used by the Merchant when initiating the Payment Transaction. The Merchant shall include the following on its website:
- (i) Information about the Merchant.
  - (ii) Merchant's contact information and means of communication with Customers, such as: phone number and email.
  - (iii) Complete description of goods and/or services provided.
  - (iv) The Merchant's terms and conditions of the purchase for the Goods and/ or Services and provide "Click to Accept" to acknowledge policy.
  - (v) Transaction currency export restrictions as applicable.
  - (vi) Delivery and Shipping policy, with the time, method, and proof included, and provide "Click to Accept" to acknowledge policy
  - (vii) Logos of Cards are accepted in the format authorized by Geidea.
  - (viii) Other related tariffs and/or regulations.
  - (ix) Security capabilities, data privacy and policy for transmission and storage of payment Card details.
  - (x) Return, refund and exchange policies.
- 5. TRANSACTIONS REFUND, REVERSAL AND REJECTION**
- 5.1 The Merchant must provide Geidea with the Merchant's refund/cancellation and return policy ("**Merchant Refund Policy**") which must be in compliance with the Schemes regulations, MADA and SAMA regulations, and the Applicable Law and must be accepted by Geidea prior. The Merchant Refund Policy must be accessible by the Customers on the Payment Channel and the Merchant must provide the Customer with "Click to Accept" to acknowledge policy.
- 5.2 The value of a Refund shall not exceed the amount of the original Transaction ("**Refund Threshold**") and the Merchant may only process a Refund to the same Payment Method which was used for the original Transaction.
- 5.3 The Refund amount must be in the same currency as the original purchase amount.
- 5.4 Refund or exchange of goods or services shall be governed by the Merchant's Refund Policy. Any claim or dispute regarding such exchange or return of goods shall be settled directly between the Merchant and the Customer. Processing of Refunds with respect to the return of goods and services should be limited to items which were originally sold and processed through a Payment Method provided by Geidea.
- 5.5 A reversal for a Transaction may be issued if the Transaction is made without the Customer's authorization or in connection with an action that violates the applicable Scheme rules or the Applicable Laws.
- 5.6 Geidea has the right to reject or suspend any suspicious transactions according to Geidea's internal policies.

## 6. FRAUD AND CHARGEBACKS

- 6.1 The Merchant agrees to take any and all efforts to proactively communicate with its Customers and issue Refunds where appropriate, especially when requested and in order to limit the number of Chargebacks.
- 6.2 In the event of a Disputed Transaction, the Merchant acknowledges that Geidea may investigate the payment transaction before creating a Chargeback and request further information.
- 6.3 The Merchant hereby acknowledges that in case of any Disputed Transaction, they need to provide Geidea, within three (3) working days for Visa and Mastercard Transactions, and one (1) working day for MADA Transactions, with the valid documented evidence of the delivery of the products and services.
- 6.4 To avoid a Chargeback, the Merchant agrees to submit any required evidence/documents and collaborate with Geidea in case of any requested from the Schemes or Refund the Transaction in full to the Customer. Refunding the payment marks the inquiry as resolved and does not incur a dispute fee which shall be payable at the discretion of Geidea.
- 6.5 In the event of a Disputed Transaction, the Merchant hereby authorizes Geidea to issue a Refund, in case the Merchant did not deliver sufficient evidence, or the delivered evidence was not submitted on time.
- 6.6 Merchant shall be solely liable to Geidea for losses, costs, and expenses incurred by the Geidea and amount of all Transactions returned to Geidea for any reason, including Chargebacks and any cost incurred by Geidea in processing Chargebacks or other Disputed Transactions regarding the validity of a Transaction even where Merchant has complied with all other requirements related to processing of a Transaction including but not limited to any fees charged by Schemes or issuer bank.
- 6.7 Geidea reserves the right to withhold payment to the Merchant in relation to any Disputed Transaction.
- 6.8 For any Disputed Transaction, Geidea will have the right to suspend Settlement of Transactions associated with such disputes. Subject to the outcome of the dispute between the Merchant and the Customer where the Merchant is deemed of unfulfillment of service, or prior to that, Geidea will not bear any liability and all incoming Chargeback from the issuer bank will be directly debited from the Merchant's account. The amount would be deducted directly from the Merchant's account with Geidea or from subsequent payments.
- 6.9 Geidea may deduct from any settlement due to the Merchant sums that are due to Geidea. The Merchant irrevocably authorize Geidea to set off any outstanding amounts owed by the Merchant to Geidea (this includes any Chargebacks along with any penalties, fees, or attorney or arbitration fees associated with the Chargeback, and any Refunds, or Reversals together with any applicable taxes), both before and after demand and whether such liabilities are actual or contingent, from any payments due pursuant to this clause.
- 6.10 Geidea may, after several failed attempts to obtain any due amounts including any debts or fees from the Merchant, register the Merchant with, and transfer the case to a debt collation company which shall be obliged to collect such debts/due amounts on behalf of Geidea. Simultaneously, Geidea shall also have the right to list any Merchants who are in default of payments with SIMAH.
- 6.11 The Merchant shall not seek recourse for any incoming Chargeback since Geidea will not bear any liability for any amount irrespective of the circumstances of the charge.
- 6.12 Geidea has the right to delay Settlement of a Transaction, if a review of Merchant's transactions is warranted for a particular period, either of its own or per instructions of a Scheme or any other suitable authority.

## 7. COVENANTS

- 7.1 The Merchant acknowledges that if the Merchant engages in one or more of the following practices, it will be treated as noncompliant with BRAM/VIRP:
  - (i) make an aggregate payment transaction for multiple content suppliers;
  - (ii) submit payment Transactions for or on behalf of a third party (i.e., other business entities); and/or
  - (iii) submit a payment Transaction that may, in the sole discretion of the Schemes, damage the goodwill or reflect negatively on the Scheme's brand.
- 7.2 Except as expressly authorized by Geidea in writing neither the Merchant nor any of its representative shall have any power to:
  - (i) bind, make any commitment or give any instructions on behalf of Geidea;
  - (ii) borrow on behalf of Geidea;
  - (iii) settle any claims, demands or action against Geidea; or
  - (iv) enter or to conclude any contract on behalf of Geidea.

## 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Geidea grants the Merchant for the purpose of these Terms and Conditions a non-exclusive, non-transferable license in the Territory to use any Intellectual Property Rights, for the limited purpose of receiving the Services. The Merchant hereby acknowledges that Geidea is the owner and shall remain the sole owner of all Intellectual Property Rights
- 8.2 The Merchant undertakes not to make any use of the trademark or logo of Geidea or the Schemes that would infringe any rights held by the Geidea or the Schemes or otherwise use the trademark or logo of the Cards in such a manner as to create the impression that Merchants goods and services are sponsored, produced, affiliated with, offered, or sold by Geidea or any of the Schemes.
- 8.3 The Merchant undertakes not to make any use of the trademark or logo of Geidea or the Schemes for any reason other than for Merchant Services and in accordance with the provisions of These Terms and Conditions.

## 9. TERM AND TERMINATION

- 9.1 This Terms and Conditions shall continue in effect for 2 (two) calendar years from the date on which the Terms and Conditions is signed. These Terms and Conditions will automatically be renewed for successive periods of one year at the end of the original Term. Either Party may elect not to renew the Terms and Conditions by giving the other Party a written notice of non-renewal, sent 3 (three) months prior to the expiry of the Term, as extended (for the cases where the Terms and Conditions has been automatically renewed).
- 9.2 Geidea may terminate these Terms and Conditions with immediate effect, and without a notice:
  - (a) If in Geidea's sole discretion the Merchant has failed, or Geidea suspects that the Merchant have failed, to comply with any term or provision of these Terms and Conditions.

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- (b) Non-payment by the Merchant of any due amounts and Merchant's failure to pay is not remedied within ten (10) Business Days from the notification to the Merchant.
- (c) Bankruptcy, dissolution, liquidation and/or any other corporate action or legal proceedings against the Merchant.
- (d) Changes in nature or place of business, or the relevant KYC information of the Merchant.
- (e) The Merchant is found, through an audit or investigation, to be participating in any fraudulent activities.
- (f) The Merchant is inactive for a period of one (1) month or the activity is below the minimum mutual set by Geidea and the Merchant, the Parties agree that the Merchant Account shall be made dormant and deactivated.
- (g) Receipt of an instruction from a legislative authority to terminate the relationship with the Merchant.
- (h) The Merchant fails to provide clarifications with regards to a valid license, transaction information or type of goods and services that is not in line with the accepted business.
- 9.3 Without prejudice to the Merchant's right to terminate these Terms and Conditions during the Cooling-Off Period as stipulated under Clause (9.6) below, Geidea or the Merchant may terminate these Terms and Conditions for any reason by serving a thirty (30) days prior written notice to the other party.
- 9.4 In case of termination of these Terms and Conditions for any reason, the Merchant (i) shall remain liable for all amounts due including, all charges, fees, and other amounts due to Geidea, in full force and effect and/or accordingly may be denied access to our Services (or any part thereof); (ii) must immediately cease to use Geidea Payment Processing Service; and (iii) must immediately cease to use the Intellectual Property Rights of Geidea.
- 9.5 Upon termination, Geidea shall have the right to hold the settlement of funds to cover any potential Chargeback raised during the period of up to five hundred forty (540) from the last transaction processing date, the timelines are in line with the rules implemented by Schemes.
- 9.6 The Merchant shall have the right to terminate these Terms and Conditions within 10 (ten) business days as of the date of these Terms and Conditions ("Cooling-Off Period"), without any compensation to Geidea.  
Geidea may commence providing any of the Services to the Merchant during the Cooling-Off Period, provided the Merchant agrees and compliance with all relevant requirements verification has been completed. Accordingly, the Merchant's right to terminate these Terms and Conditions during the Cooling-Off Period shall not be affected.

In the event the Merchant decides to exercise its right to terminate these Terms and Conditions prior to the end of its term as stipulated under this Clause and during the Cooling-Off Period by serving a two (2) days prior notice, the Merchant shall be entitled to a full refund of any previously paid Fees that are not yet attributable to any Services provided by Geidea to the Merchant.

This Clause shall only apply to newly onboarded Merchants.

## 10. TERMS OF SETTLEMENT

- 10.1 Geidea's fees for providing the Geidea Payment Processing Service ("Service Fees") (as set out in Schedule 1) shall be divided as follows:
- (i) Monthly Subscription Fees.
  - (ii) Visa and Mastercard Fees.
  - (iii) MADA Fees.
  - (iv) Transaction Fees.
- 10.2 All payments to the Merchant shall be made net of Service Fees as set out in Schedule (1) below.
- 10.3 The Service Fees (as set out in Schedule 1) once received by Geidea shall not be refundable.
- 10.4 Following completion of Transactions:
- (i) All sale records shall be transmitted electronically to Geidea at the end of each day.
  - (ii) Sale proceeds will be paid to the Merchant in accordance with Schedule (1) below.
  - (iii) The Merchant hereby authorizes Geidea at its sole discretion to withhold Settlement in part or in full, in case of non-conforming, suspicious, or irregular transactional activity (in the reasonable opinion of Geidea). Further, the Merchant agrees that Schemes may hold the Merchant liable for any losses arising out of or in connection with Transactions and that subsequently Geidea is hereby authorized to withhold from any Settlements to the Merchant's account.
  - (iv) Geidea shall directly deduct its Services Fees as follows:
    - a. In case the Merchant is actively transacting, Geidea will directly deduct from sales proceeds.
    - b. In the event that the Merchant is not transacting, Geidea shall deduct from the Merchant's bank account (as notified by Geidea) an amount, which includes:
      - Service Fees;
      - any additional actual payment amount made by Geidea as a result of any failure or error in the system or pursuant to negligence, misconduct, or fraudulent act;
      - any amount of any Chargeback (along with any penalties, fees, or attorney and arbitration fees associated with the same), Refunds, or reversals together with any applicable taxes; and
      - any other actual payment amount which is mistakenly or wrongfully received by the Merchant pursuant to negligence, misconduct, or fraudulent act of the Merchant.
  - (v) The Merchant agrees to fully indemnify Geidea if the sale proceeds or the money in the Merchant's bank account is not sufficient to meet the Merchant's financial obligations, that may be imposed on Geidea by any Schemes or competent authority in connection to Transactions made by the Merchant.
  - (vi) Geidea reserves the right to increase its fees or introduce new fees/charges by giving thirty (30) days (or shorter/longer if required by applicable law) advance written notice to the Merchant. Geidea Reserves the right to immediately and without a need for a notice, change the terms of Settlements or to suspend Settlements to Merchant for the following reasons:
    - a. where there are pending, anticipated, or excessive Disputed Transactions, Refunds, or reversals;
    - b. in the event that Geidea suspects or becomes aware of suspicious activity; or

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- c. where Geidea is required by Applicable Law, or any other applicable regulations, *inter alia*, regulations issued by Schemes, MADA, or SAMA.

## 11. INDEMNITY

The Merchant agrees to fully indemnify, defend and hold harmless Geidea and / or its, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from all losses, penalties, claims, damages, costs, expenses and liabilities arising out of or in connection with, including reasonable attorneys' fees, made by any third-party due to or arising out of:

- (i) any amount of any Chargeback (along with any penalties, fees, or attorney or arbitration fees associated with the same), Refunds, or reversals together with any applicable taxes.
- (ii) The Merchant's breach of these Terms and Conditions or the Merchant's violation of any laws, the rules of the Schemes, or the rights of a third-party.  
Any claim brought by any Customer or third parties arising from the Merchant's breach.
- (iii) Any representation or warranty provided under these Terms and Conditions that has proven to be untrue, incomplete or inaccurate.
- (iv) The Merchant's failure to meet Geidea's security standards.
- (v) Third party claims due to infringement of the Intellectual Property Rights or any third-party rights by the Merchant, its subcontractors or its representatives.

## 12. AMENDMENTS

12.1 The Merchant can review the most current version of the Terms and Conditions at any time. Geidea reserves the right, at its sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our website/page(s) and after submitting a thirty (30) days prior written notice to the Merchant unless such changes are required to be made under Applicable Laws, or in case of Geidea suspects or becomes aware of fraudulent or suspicious activity; in which case Geidea shall give an intimation to the Second Party within fifteen (15) days of implementing such changes. The Merchant's continued use of the Service following notification with any changes to these Terms and Conditions constitutes acceptance of those changes.

12.2 Notice of any changes may be given by sending an email and/or SMS or any electronic method to the Merchant in accordance with our records, or by placing the message on our website, or through other reasonable means. The Merchant confirm that it has high speed internet access, and the email id is a valid official email account to receive notices, communications and information relating to these Terms and Conditions.

12.3 Notice sent by Geidea to the Merchant's e-mail provided by the Merchant, shall be deemed to have been received by the Merchant upon its delivery to the email on record. The Merchant are obliged to inform us in writing of any changes to the Merchant's e-mail address or mobile number or any contact details provided to Geidea reasonably in advance, and the Merchant assume sole liability for the Merchant's non-receipt of a notice of a change or amendment to the Terms and Conditions in the event that the Merchant have failed to inform us of a change in the Merchant's e-mail address.

### 13. CONFIDENTIALITY AND DATA PROTECTION

13.1 Each party agrees to maintain confidentiality with respect to information of a confidential nature provided by the other party. The duty of confidentiality applies unless otherwise agreed or in cases where a party is required to disclose such information by law, regulation or a decision taken by public authority, or where the information in question is already publicly available and this fact cannot be attributed to the other party's breach of contract.

13.2 The Service Provider is entitled to disclose information about the Merchant to the Schemes, for the purposes of meeting the applicable compliance and security requirements and for providing the Service to the Merchant.

13.3 The Merchant gives its consent for the Service Provider to disclose information about the Merchant (such as contact details, information relating to these Terms and Conditions and information on the business relationship with the Service Provider) to any governmental or regulatory authority (including Schemes) upon their request and other companies in the same corporate group as the Service Provider for use in e.g., intra-group reporting, support services, marketing and sale of products and services, including marketing through electronic means such as e-mail. Recipients of marketing through electronic means may always opt out of receiving any further marketing from the Service Provider or its group companies. The Merchant must abide with the obligation of sharing the personal information of the Customers if requested by any governmental or regulatory authority (including Schemes).

The Merchant gives its consent for the Service Provider to contact and share information about the Merchant and register the Merchant with Geidea's acquirers (which are our entrusted partner banks), the card schemes, credit reference agencies as well as partner banks and financial institutions and, debt collection companies any other party that we are legally obliged to share information with. This includes sharing information about you and your transactions for regulatory or compliance purposes, for use in connection with the management and maintenance of our Services, to create and update customer records about you and for conducting risk monitoring and management processes, and to collect debts and due amounts on you via debit collection companies after several failed attempts to obtain such due amounts.

13.4 Geidea or any third party authorized by Geidea (including Card Schemes) may use, access, store, reproduce, publish, distribute, modify, aggregate with other information, analyze, transmit, license and otherwise process information, data including Transaction data and/or

13.5 Personal Data and, may disclose such data including Transaction data and/or Personal Data provided by

13.6 the Merchant which Geidea process in connection with provision of Services or other purposes set forth under this Terms and Conditions to our Affiliates and/or third parties, whether inside or outside the Territory, for the following purposes:

- i. to provide Products and Services under this Terms and Conditions; ii. to comply with the Card Scheme Rules;
- iii. where required for the purposes of detection of fraud, anti-money laundering or counter terrorism financing;
- iv. where Geidea may assign or subcontract or transfer our rights and obligations under this Terms and Conditions;
- v. to monitor and analyze our operations; vi. to investors or potential investors, stock exchanges or otherwise in the event of sale, merger, amalgamation or transfer of our business or for the purposes of obtaining finance for Geidea's business;
- vii. to any third party involved in referring the Merchant business to Geidea; viii. to evaluate, develop and/or deliver Products and/or Services; and to include the Merchant as a customer of Geidea in corporate, marketing and similar publications made available to third parties;

- x. to comply with the Applicable Laws and the Card Scheme Rules; xi. to obtain advice from professional advisors where needed in relation to this Terms and Conditions; xii. to conduct identity checks on the Merchant or the Merchant's principals and where Geidea are required or permitted to do so by the Applicable Laws or the Card Scheme Rules; xiii. where necessary Geidea may assign, subcontract or transfer rights and obligations under the Terms and Conditions;
  - xiv. to the Merchant's referral partners in response to the requests from them, relating to the Merchant's relationship with the referral partner, and which has a connection with the Services under this Terms and Conditions; and
  - xv. to enable any third party to provide products and services to the Merchant or to Geidea, including debit collection companies.
- 13.7 The Merchant hereby authorize Geidea to share the Merchant's information and contact data with Geidea's partners for participation in partners' schemes and programs from time to time, and with the Schemes.
- 13.8 Geidea reserve the right from time to time, to access such customer data and information to detect fraudulent transactions where Geidea's Services have been used. Geidea shall own all right, title and interest (including any Intellectual Property rights) in any data generated under this Terms and Conditions whether obtained or generated prior to, during, or after the term of the Terms and Conditions. In relation to this Terms and Conditions, the Merchant, acting as a Data Controller, shall only give lawful instructions to us who shall be a Data Processor.
- 13.9 The Merchant will comply with the Applicable Laws for collecting or processing the data, including Personal Data, processing activities, including obtaining all relevant consents from Data Subjects in relation to the collection, processing, use, retention and transfer of Personal Data in accordance with the purposes and terms set forth in the Terms and Conditions.
- 13.10 The Merchant is in compliance with, and throughout the Term of this Terms and Conditions will continue to comply with Geidea's privacy policy (as updated from time to time) and Applicable Laws, including all relevant Data Protection Laws in the Merchant's performance of this Terms and Conditions, including the transfer of Personal Data to Geidea.
- 13.11 The Merchant implements appropriate technical and organizational measures to ensure, and to be able to demonstrate, that the processing of data including Personal Data is performed in accordance with Data Protection Laws, including but not limited to, taking reasonable steps to ensure that Personal Data is accurate, complete and current; adequate, relevant and limited to what is necessary in relation to this Terms and Conditions, as appropriate complying with the principles of data protection, implement measures to safeguard rights of Data Subjects, train staff to understand their responsibilities under the Data Protection Laws.
- 13.12 The Merchant shall inform Geidea of any data breach, including Personal Data breach forthwith but in any case not beyond 24 hours of the occurrence of such an incident and shall cooperate with Geidea in complying with any reasonable requests.
- 13.13 Use of Anonymized Data: Notwithstanding anything to the contrary contained in this Terms and Conditions, Geidea may, during the Term, use, access, store, reproduce, publish, distribute, modify, aggregate with other information, analyze, transmit, sell, license, distribute and disclose Anonymized Data to provide Products, improve the Services, develop and provide, any new services to our existing or new clients.
- 13.14 The Merchant undertakes that all data provided to Geidea is accurate, complete, and up-to-date, and the Merchant must notify Geidea immediately of any changes to the provided data.
- 13.15 To the extent Merchant processes Personal Data, the Merchant undertakes to collect and process the Customers' Personal Data only for the purpose of these Terms and Conditions and to fulfill its obligations under these Terms and Conditions. Merchant also undertakes to collect only the minimum amount of personal data necessary to fulfill its obligations.

#### 14. GEIDEA'S PERSONAL DATA OBLIGATIONS:

- 14.1 Geidea undertakes to collect and process the Merchant's or Customers' Personal Data only for the purpose of these Terms and Conditions and to fulfill its obligations under these Terms and Conditions. Geidea also undertakes to collect only the minimum amount of Personal Data necessary to fulfill its obligations.
- 14.2 Geidea undertakes to comply with all applicable laws and regulations when processing any Personal Data.
- 14.3 Geidea undertakes to dispose of the Merchant's or Customers' Personal Data after the period for which Geidea needs to retain that Personal Data has ended. Geidea may retain such data after the purpose of its collection has ended if everything that leads to identifying its owner (the data subject) specifically is removed in accordance with the regulations stipulated under the law.
- 14.4 The Merchant or Customer has the right to withdraw their consent to the processing of their Personal Data at any time by means of a written and reasonable request submitted to Geidea.
- 14.5 Geidea shall be obliged to provide the required information and clarification to the Merchants and Customers in case there is a need for additional processing of Personal Data for a purpose other than the purposes mentioned above under Clause (9.4.4). Geidea undertakes to update these Terms and Conditions and notify the Merchant of such updates whenever additional data processing is required. In such cases, Geidea shall seek the Merchant's separate consent for each new purpose of processing.
- 14.6 Geidea undertakes to obtain the Merchant's explicit consent in the following cases:
- 14.7 When there is a need to process any of the Merchant's Sensitive Data (as defined under the Saudi Personal Data Protection Law issued by virtue of Royal Decree No. (M/19) 16/09/1443 AH ("PDPL")).
- 14.8 When there is a need to process any Credit Data (as defined under the PDPL).
- 14.9 When there is a need to make decisions based entirely on the automated processing of Personal Data.
- 14.10 Geidea undertakes to inform the Merchant in case of data leakage incidents of his Personal Data in simple and clear language, whenever necessary.

#### 15. APPLICABLE LAW AND RESOLUTION OF CONFLICTS

These Terms and Conditions are governed by and construed in accordance with the applicable laws and regulations of the Kingdom of Saudi Arabia, and the regulations of SAMA. Any dispute or discrepancy arising from the application or interpretation of these Terms and Conditions, which cannot be amicably settled, shall be settled by the competent Saudi Courts.

#### 16. ENTIRE AGREEMENT

- 16.1 These Terms and Conditions along with the Merchant Agreement form the entire agreement between the Geidea and the Merchant, and shall replace any previous versions and any other provisions applied between Geidea and the Merchant when they enter into force.

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16.2 In case of any discrepancy between the terms of these Terms and Conditions and the Merchant Agreement, the provisions of these Terms and Conditions shall prevail.

**17. Electronic Signatures**

The Parties agree that these Terms and Conditions may be signed and/or transmitted by electronic mail (which may include an original or scanned PDF document) or electronic signature (e.g., DocuSign or similar electronic or digital signature technology) or by accepting these Terms and Conditions online and thereafter maintained in an electronic form, and that such electronic record shall be valid and effective to bind the Party so signing as a paper copy bearing such Party's handwritten signature. The Parties further consent and agree that the electronic signatures appearing on these Terms and Conditions shall be treated, for purpose of validity, enforceability and admissibility, the same as handwritten signatures.



## SCHEDULE 1 - Service Fees and Settlement Cycle

Service type	Card not Present	
	Payment gateway	Pay by link
Setup fees (One time paid)	SAR 499	SAR 499
Monthly fees	SAR 99	SAR 99
Early Termination/Cancellation Fees	Number of remaining months up to 24 months * 99	Number of remaining months up to 24 months * 99
Financial Transactions (per transaction)		
Credit Card (CC)	2.5%	2.5%
Transactional Fees: CC	SAR 1	SAR 1
MADA	1%	1%

### Add-ons

1. All the above are subject to VAT 15%
2. Add-Ons will incur charges only if requested by the merchant.

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