



Payment Acceptance Terms and Conditions

Introduction

According to the license provided to Commercial International Bank (CIB) by MasterCard, Visa, and Diners Club Services Egypt L.L.C., the issuance of different types of cards and the right to join the merchant program and collect the value of the goods and services offered to the cardholders on behalf of the merchant network is authorized. These authorizations fall under the terms and conditions set by the Bank in this Agreement and are subject to the merchant's approval to join the merchant program, where the merchant sells or offers the service to the cardholders with the same prices. Accordingly, the two parties (the Bank/the Merchant) agree to the following terms and conditions:

Article 1

The above preamble and the attached annexes, signed by both parties, constitute an integral and complementary part of this Agreement's conditions.

Article 2

- Card types:** The local MasterCard/Visa/Diners Club Services Egypt L.L.C. cards refer to debit and credit cards bearing the international organization's logo, in addition to any other approved cards that are added in the future.
- Card's expiry date:** The last day of the card's expiry month written on the card.
- Floor limit:** The maximum charge that can be made without the First Party's prior authorization.
- Payment device:** The Point-of-Sale machine provided by the First Party to the Second Party that reads credit card information and prints sale and refund invoices.
- Sale invoice:** The invoice provided by the First Party to the Second Party to be used to sell goods or offer services to cardholders, issued automatically through the POS machine or manually through the electronic device.
- Refund invoice:** The invoice issued after each refund transaction for the issued sales invoice.
- Cardholder:** The person who possesses the card and has their name and signature (for some cards) on the back of the card.

Article 3

Cards Validity and Terms of Acceptance:

- The card must not have passed its expiration date
- The card must not contain any signs of scraping, erasing or crossing out

Points of Sale Agreement

Article 1

The Merchant's Obligations

- The Merchant is obligated provide the service to the cardholder with the same applicable prices for customers who pay in cash or by card. In the event of non-compliance, the First Party has the right to deduct any amounts added to the original price.
- The Second Party is obligated to verify the cardholder's identity and is fully responsible for making sure that the Cardholder is its original owner. If the Merchant has doubts about the Cardholder's identity, they must contact the First Party immediately to obtain permission to accept or reject the card.
- The Second Party is obligated to use the POS devices provided to them during any purchase/refund transaction and, if requested, return them to the First Party in the condition in which they were received, as it belongs to the First Party and is entrusted upon the Second Party. If the device is damaged or lost, the Second Party hereby pledges to reimburse the First Party according to the price set by the First Party's sole discretion. If the information is entered manually, the First Party has the right to deduct the total value upon the cardholder's objection without referring to the Second Party.
- The Second Party is obligated to issue invoices for the products sold and services provided according to the First Party's template. The Second Party must also make sure that total amount is written in letters and not just numbers for manual transactions after using a POS device. The Merchant must insert the card into the POS device for purchases and refunds, check the card's validity, and make sure that it does not contain any signs of scraping, erasing or crossing out.
- The Second Party must make sure the customer's signature on the sales receipt matches the signature on the back of the card. They must also ask the customer to place their signature on the card if it is not available on the back of the card before completing the transaction.
- The Second Party is obligated to regularly provide the invoices issued by the manual machines that indicate the completion of a sale or service transaction to credit them to their account within a period that does not exceed 15 days from its agreed-upon issuance date. As for electronic machines, the Second Party is obligated to send the transactions performed through the device to the First Party daily within a period that does not exceed five days from their execution date. The First Party is not responsible for any delays in sending the executed transactions on part of the Second Party or not allowing the customer's balance to be credited to the Second Party's account.





Payment Acceptance Terms and Conditions

7. The Second Party is obligated to save the invoices for 18 months from the transaction date regardless of how it was performed, to allow the First Party to verify them if the cardholder requests from the card-issuing bank to check these invoices within a period that does not exceed one week from the request date. The Second Party shall bear any financial losses resulting from the failure to submit the invoices to the First Party when requested.
8. The Second Party agrees to reimburse all disputed transactions if the cardholder objects to the purchase and allow the Bank to carry out all tendering procedures as stipulated in the MasterCard/Visa/Diners Club Services Egypt L.L.C. Agreement.
9. The First Party has the right to seize and freeze the Second Party's funds and make deductions from any of their CIB accounts in the event of any suspicious transactions to be used as a guarantee for the settlement of any disputes or losses resulting from these transactions or their execution in ways that violate this Agreement. The Second Party shall be fully responsible for any losses that may result from not following or violating the terms of this Agreement or any other instructions or documents that the First Party has sent to the Second Party.
10. If the cardholder wants to ship products purchased using a MasterCard/Visa/Diners Club Services Egypt L.L.C. card, the Merchant shall not ship or deliver these products to the cardholder in any way. Therefore, shipping and delivering these products is the cardholder's full responsibility. The Merchant must also obtain the customer's signature confirming that these products have been shipped through the Cardholder.
11. The Second Party is obligated to display the ads and logos of MasterCard/Visa/Diners Club Services Egypt L.L.C. that the First Party provides, and to remove them if this Agreement is terminated.
12. When carrying out a credit card transaction through the Time Share system, the Second Party is obligated to follow the instructions stipulated by the card-issuing international organizations, which states that the Cardholder and their bank have the right to dispute the transaction within 10 days from the date of performing it, regardless of the contract between the Second Party and the Cardholder and the conditions outlined in it.
13. The Second Party is obligated to obtain a permit from the First Party before making any Agreements. The Second Party is also prohibited from splitting the value of the sale invoices.
14. We hereby declare our knowledge of the Bank's complaint system through the forms available at the Bank's branches, emails or the Bank's customer service center. We also pledge to refer to the Bank first if we have a complaint rather than submitting a complaint to the Central Bank of Egypt directly unless the Bank does not respond within the agreed-upon period or agreed-upon manner.
15. In case of fraud or theft of our accounts, we are obligated to head immediately to the nearest CIB branch and/or call the Bank's contact center to report and prove the case for the Bank to take the necessary measures immediately while ensuring that the information is correct to prevent any harm on us (if possible), without the slightest responsibility or obligation on the bank in this regard.

Article 2

The Bank's Obligations

1. The First Party is obligated to provide the Merchant with the POS electronic or manual device, as well as train the Second Party on how to use it for sale and refund invoices and how to send the reports to the First Party at the end of the working day.
2. The Bank is obligated to pay the total value of the sale invoices sent by the merchant after deducting the agreed-upon commission, which is indicated in the Merchant Agreement contract signed by the Merchant and the Bank. This shall be done the day after sending or receiving the sale invoices before 12PM, taking into account bank and official holidays, and after deducting from the Cardholder or external banks, if any, the value of refunds and disputed transactions. This shall be done through the Second Party's account number or through any other means agreed upon by both parties.
3. The Bank is obligated to send, in the form of correspondence, any amendments to the instructions and regulations issued by the Bank or international organizations to put this contract into effect. The Second Party's signature or their representative's signature is considered proof of receipt and acceptance of these instructions. This correspondence complements the terms and conditions of this contract and binds the parties.

Article 3

Commission

The Merchant agrees to the Bank collecting a commission from the total value of the sale invoices by deducting it from every invoice submitted for collection. The Bank has the right to change this commission from time to time and shall inform the Merchant by written notice.





Payment Acceptance Terms and Conditions

Article 4

Operation Method

1. After deducting the commission mentioned above, the Bank shall pay the value of the valid sale invoices that abide by the Merchant's regulations and cash control instructions in Egypt.
2. The Merchant agrees to the Bank carrying out a set-off between sale and refund invoices and on any discounted amounts from external banks (tenders) and to be notified by the Bank through an official letter stating the deducted amounts.
3. The Merchant pledges not to accept any card transactions in any activity that goes against its original purpose as well as any illegal activity.

Article 5

Agreement Validity, Modification and Cancellation

1. This Agreement is valid for its official period and is automatically renewed for the same period. It shall remain in full effect until it is canceled by one of the parties. Both parties have the right to cancel this Agreement at any time by notifying the other party through a registered letter or a formal hand-delivered notice, with a required signature of receipt. The cancellation shall be effective after 15 days from the notice date and shall not have any effect on the rights or obligations of this Agreement for either of its parties that were agreed upon before the cancellation, even if these rights or obligations are due after the notice date.
2. The First Party has the sole right to amend the terms of this Agreement at any time by written hand-delivered notice. If the Second Party continues to accept card transactions after being notified of these amendments, it shall be considered confirmation of acceptance and the amendments shall be considered part and parcel of this Agreement.

Article 6

This Agreement is non-transferable to any person other than its parties.

Article 7

The two parties acknowledge that the addresses included in this Agreement are their chosen place of residence and that any correspondence sent to this address is binding unless one of the parties informs the other party of a change of address through a registered letter or a formal hand-delivered notice, with a required signature of receipt.

Article 8

This Agreement shall be subject to the provisions of Egypt's laws and any disputes arising from the implementation or modification of any of its Article s shall be settled by the relevant courts in Egypt.

E-Commerce Agreement

Article 1

- The Merchant must provide the following on their website:
 - The name found on the Merchant's website on the 'About Company' page must match the name registered with the Bank as well as the one used in the company's commercial register
 - An accurate and detailed description of the Merchant's products and services and their prices
 - A clear return and exchange policy on every page. The customer must also confirm before heading to the payment page
 - The names, numbers, and email addresses of the Merchant's customer service representatives, in addition to the Merchant's detailed address and the used currency
- The Merchant is obligated to take the measures they deem appropriate to verify that the customer performing the transaction is the same as the cardholder
- The Merchant shall mention that the data of the beneficiary customer is strictly confidential and will not be disclosed to any other party. The Merchant shall be legally responsible if this data is disclosed and shall be responsible to cover all losses resulting from it
- The Merchant is obligated to send an email to the customer with the transactions performed through their cards as official documentation of the transactions. These emails shall be used as evidence for legal purposes if needed
- The Merchant is obligated to display the ads and logos of MasterCard/Visa/Diners Club Services Egypt L.L.C. on the website
- The Merchant is obligated to refuse credit card transactions for debt collection fulfilling financial obligations
- The Merchant is obligated not to refund the cardholder in cash. Refunded transactions must be returned to the same card the customer used for the purchase
- The Merchant is obligated to add a clear policy to their website with delivery details, including the expected time of delivery

Auth/Capture Activation Steps:

1. When the customer pays online, these steps must be followed:
 - a. Requesting initial approval of the service/product total amount through the program
 - b. Obtaining the customer's signature on the service provision document card. The signature must match the one on the back of the card (for hotels, airlines and tourism companies)
 - c. **For foreigners:** A copy of the customer's valid passport
 - d. **For Egyptians:** National ID card (for hotels, airlines and tourism companies).
2. When completing a service/product transaction:
 - a. The service/product amount must be finalized by collecting the initial amount that was approved through the electronic payment gateway.
 - b. If the Merchant activates the capture feature, they are obligated to collect the money within a maximum of 5 days from the approval date. If the mentioned period is exceeded, the Merchant shall be responsible for any losses resulting from the delay.





Payment Acceptance Terms and Conditions

- c. If the customer wishes to cancel the booking, the number of canceled days must be specified. The cancellation will be shown on the Merchant's website and the customer will receive a cancellation code (for hotels).
3. If the customer does not show up at the hotel, the hotel shall deduct the price of one night only and not the price of the entire duration, per the laws of Visa and MasterCard. The rest of the amount will be refunded online to the same card that was used for the booking.

Article 2

Merchant Obligations to the Bank:

1. Any transaction performed outside of this Agreement's scope, or ones that violate the Bank's systems or website, will be the Second Party's full responsibility and the First Party has the right to take all necessary measures against the Second Party to protect the Bank's rights against any losses incurred.
2. Any orders requested through emails or phone calls, known as a telephone order, mail order or moto, shall not be accepted before obtaining approval from the Bank to perform these transactions. The Merchant shall be fully responsible for any losses resulting from these transactions.
3. If the Merchant changes their location, information, product/activity or acquires new goods or services, they must inform the Bank beforehand. These changes shall be considered a breach of contract unless the Merchant obtains prior written approval from the Bank.
4. The Merchant is obligated to provide the names, phone numbers and email addresses of personnel working in customer service, risk management, accounting and technical support on the website.
5. Transactions shall not be refunded except through the Bank's payment gateway.
6. The Merchant is obligated to use Firewall, anti-virus software, SSL, TLS certificate on the computer connected to the Bank's software and update them to the latest versions regularly.
7. The Merchant is obligated to appoint a person responsible for operating the Bank's software and inform the Bank of the person's details. If this person is changed, the Merchant is obligated to inform the Bank through a written notice.
8. If the Merchant is involved in other activities, a merchant account will be assigned to each activity separately. No branches inside or outside the Arab Republic of Egypt or any other Merchant are allowed to use this account.
9. The Merchant is obligated to save all transaction documents for 18 months from the transaction date. If the documents aren't available, the Merchant shall be responsible for any losses that may result from this action.
10. The Merchant is obligated to take all necessary measures to verify the customer's identity and inform the Bank in case of any suspicious transactions.
11. The Merchant shall comply with the PCI DSS (Payment Card Industry Data Security Standard) rules and regulations and will be responsible for any losses that may result from failing to comply with them.
12. The Merchant is obligated to immediately inform the Bank of any changes or modifications to the website, app, URL, IP address, or third-party service or software used to provide a more efficient service. The Bank is not responsible for any issues or malfunctions that may affect online payments because of these changes. The Bank has the right to accept or reject these changes.
13. The Merchant is obligated to verify the customer's identity before providing them with a service by checking that the customer's name on the card used for online payments matches the name in their passport to minimize risks (for airlines and flight booking companies).
14. The Merchant is responsible for the technical linking process between their website and the Bank's payment gateway. The Merchant must also employ the latest security tools recognized by international organizations.
15. The Merchant is obligated to submit all documents indicating the service provided to the customer within 7 working days from the Bank's request date for disputed transactions. If the Merchant fails to submit these documents within the mentioned period, the Bank shall deduct the disputed amounts from the Merchant's account.
16. The Merchant shall not provide a service or deliver a product to the customer until an hour/day has passed.
17. The Merchant is obligated to follow these product delivery rules:
 - The product or service must be delivered to the customer at the same address entered on the Merchant's website during the purchase. The delivery should not take place in public
 - The Merchant must obtain the customer's signature that confirms the product matches the one ordered through the Merchant's website and has no defects
18. The Second Party's risk department is obligated to provide information about abnormal activity done by customers through the payment gateway (determined by the Second Party in cooperation with the Bank's risk department) for fraud prevention. The First Party has the right to order the Second Party to stop any suspicious transactions and refund the amount to the card used. The Second Party shall be responsible for the chargeback.
19. The Merchant is responsible for immediately notifying the Bank when the employee they authorized to access the Merchant service program leaves the company. This is so that the Bank may remove the employee's email from the list of those allowed to access the Merchant program, or who are allowed to receive merchant account statement emails.
20. The Merchant authorizes CIB to use the currency rates issued by the Bank if the currency of the transaction is different than the currency of the account designated to make collections on behalf of the Merchant.
21. We confirm our knowledge of the Bank's complaint submission system, carried out via the complaint forms at the Bank's branches, e-mail or the call center service. We are committed to referring to the Bank regarding any complaints before contacting the Central Bank of Egypt (CBE), unless the Bank does not reply within the stated period or in agreed-upon manner, as announced to the Bank's customers.





Payment Acceptance Terms and Conditions

22. In the event of fraud or theft of our accounts, we are committed to heading immediately toward the Bank's nearest branch or contacting the Bank's call center to make a report, so that the Bank, upon being notified, can take the necessary measures to verify the validity of the claim and prevent any damage to us (if possible), without any responsibility or obligation on the Bank in this regard.

Article 3

Service Charges:

- The Merchant agrees to the Bank automatically deducting a commission for each successful transaction through the Bank's electronic payment gateway, in addition to the expenses stipulated in the contract
- The Bank has the right to periodically change that commission and inform the Merchant via written notification. New commissions apply to transactions after the notification date
- The Bank has the right to cancel the contract in case any of the above-mentioned amounts are not met

Article 4

- The Merchant agrees that the Bank will carry out a set-off between the invoices submitted for collection and any discounted amounts from external banks. Merchants will be notified by an official letter
- The Bank has the full right to seize amounts of money involved in suspicious activity and deduct them from the Bank or banks until it is confirmed that the transactions are valid, and the customer accepts the deduction from their accounts. The disbursement is made after receiving confirmation from the issuing bank that the process is valid, and that the customer agrees to it
- When the Merchant ships goods to a customer inside or outside Egypt, and their value has been paid by credit card, the Merchant must keep the documents indicating the shipment in addition to the documents indicating that the customer received the goods in person and in good condition for 18 months from the date of completing the transaction. If these documents are not kept within the specified period, the Bank has the right to debit the Merchant's account upon the objection of the cardholder through their bank; however, if the goods arrive in poor condition or do not conform to the agreed-upon specifications, the Merchant must retrieve the goods through their own means

Article 5

The Bank's obligations toward the Merchant:

- Any instructions, bulletins or correspondence sent to the Merchant by the Bank are complementary and binding to this Agreement
- The Merchant can review daily activity via the program provided to him by the Bank

Article 6

Warnings:

- The Merchant shall not impose or add commissions or additional expenses to the announced prices in exchange for Internet use or anything else

- The internet should not be used to pay off another card's debt
- The Merchant shall refrain from disclosing customer data, as well as their card number, to any party or entity
- It is forbidden to deduct more than once or split the transaction amount and enter it several times in a row, whether online or via any other method.
- It is forbidden to use the program in exchange for withdrawing the transaction value in cash
- It is strictly forbidden for the Merchant to copy the Bank's program or use it for any purpose not stipulated in the contract with the Bank. It is also forbidden to add programs or make any modifications contrary to what was agreed upon by the two parties, except after referring to the Bank and obtaining written consent, to maintain the confidentiality and security of the program against Internet threats and to protect the Second Party from the risks of program breach by any party.
- If the card is rejected online three times, it is not permissible to obtain approval by another means
- This program is owned by the Bank. It is downloaded and operated by the Bank. In the event of the termination of the contract, the Bank has the right to cancel the program. The program cannot be used after the date of cancellation. In the absence of sufficient balance in their account with the Bank, the Merchant is prohibited from carrying out electronic retrieval operations for payment operations
- The Merchant is not allowed to carry out the electronic refund process through the payment gateway, unless they make sure that their account at the Bank contains a sufficient amount to carry out the refund process

Article 7

The compensatory responsibility of the Second Party:

- The Merchant agrees to and undertakes the bearing of any damages claimed by the Bank per the applicable laws and conditions, as a result of any subsequent losses or lost profits from program use and claims by the Bank by any third party, arising from the Merchant's fault and/or breach of the Agreement

Article 8

- The Second Party agrees that the Central Bank of Egypt (CBE) and Commercial International Bank - Egypt (CIB) have the right to access all the information they deem necessary from time to time to carry out entrusted tasks per this contract, including visiting the Merchant's website. The Second Party is also committed to implementing all instructions issued by the CBE as soon as they are notified of them by the Bank

Article 9

- Commercial International Bank – Egypt (CIB) has the right to request breach test reports from any merchant at its discretion, and the Merchant is obligated to provide the Bank with such reports at the time specified by the Bank





Payment Acceptance Terms and Conditions

Article 10

Agreement validity and termination:

- This Agreement shall apply and remain productive without interruption until it is canceled by one of the parties who has the right to cancel this Agreement. It can be canceled at any time by written notification sent to the other party with an acknowledgment of receipt or delivered by hand in exchange for a signature on receipt. This results in a cancellation effective after 15 days from the date of the notification, provided that such cancellation shall not affect any of the rights or obligations that arose as a result of this Agreement for either of its parties prior to the date of cancellation, even if rights or obligations accrued after this date
- This Agreement is not transferable to any person other than the two parties
- The two parties acknowledge that the addresses shown in this Agreement are the chosen residence of each of them, and any announcement or correspondence made at this address is considered binding, unless one of the parties informs the other via a registered letter with acknowledgment of receipt or a hand-delivered letter in exchange for a signature on receipt of a change of address
- The Bank has the right to amend the terms of this Agreement at any time by written notification sent to the Merchant. The Merchant's continuation of accepting card transactions after being notified of these modifications is considered to be an approval of these amendments. These amendments are considered to complete this Agreement and be an integral part of it
- The Bank has the right to amend the terms of or cancel this Agreement if there are no transactions with the Merchant for a period exceeding three months from the date of the last transaction, and such amendments are binding to the Merchant as soon as they are notified of them by the Bank
- This Agreement is not considered to be a partnership contract between the two parties, nor may it be considered an exclusive Agreement between the Bank and the Merchant, as the Bank may enter into similar Agreements with other merchants without the need to notify the Merchant or obtain their prior approval
- The Bank is not responsible for the Merchant's failure to carry out any operation under this contract
- The Merchant is obligated to maintain the confidentiality of any data or information arising from and/or related to this contract throughout the validity period of this contract, and even after its termination, bearing in mind that this obligation falls on each the Merchant, their employees, directors, officials, and affiliates. The Merchant acknowledges their responsibility for any breach of this obligation and the Bank's right to address it with the necessary legal procedures, and without prejudice to the Bank's right to obtain appropriate compensation. The Merchant also acknowledges that all materials published or presented in any way on their website, or in the program referred to in the preface to this contract including, for example, but not limited to, the services, trademarks, and logos, are owned by the Merchant or that they have obtained all approvals and permissions to use them, without any responsibility on the Bank in this regard
- The Merchant declares that they have the authority and legal capacity to conclude this contract, and that they have obtained all approvals and licenses in this regard
- This Agreement shall be governed and interpreted per the provisions of Egyptian laws, and the Giza Courts shall have jurisdiction to listen to any dispute that may arise from the implementation or change of any of its provisions





Electronic Collection Services Agreement using Smart Wallet

Preamble

Mobile payment services aim to achieve financial inclusion and access to banking services for all members of society, including young people and those living in remote places. These services provide a simple bank account that paves the way to increase the number of bank customers.

The First Party has advanced and updated solutions for electronic payment systems and provides them to merchants in the form of electronic collection services through a mobile phone wallet, Mini POS / POS machines, or an online electronic payment gateway.

The electronic collection services program used via the mobile phone wallet allows the Merchant to collect the value of the goods and services provided to the mobile wallet holders at the same prices that they offer in cash.

The Bank pays the value of successful transactions directly to the Merchant's account after deducting the value of the Bank's commission. (Bank customer)

The Second Party agrees to reimburse all disputed transactions if the cardholder objects to the purchase and allow the Bank to carry out all tendering procedures as stipulated in the MasterCard/Visa/ Diners Club Services Egypt L.L.C. Agreement.

The First Party has the right to seize and freeze the Second Party's funds and make deductions from any of their CIB accounts in the event of any suspicious transactions to be used as a guarantee for the settlement of any disputes or losses resulting from these transactions or their execution in ways that violate this Agreement. The Second Party shall be fully .

The Second Party agreed to participate in a transfer network - per the terms and conditions set by the First Party and outlined in this contract, and after the two parties acknowledged their legal capacity to act and contract, the following was agreed upon:

The foregoing preamble is an integral part of, and supplementary to, this Agreement.

Definitions:

Unless the context otherwise requires, the following terms and words in this Agreement shall be defined as follows:

Application/System: Refers to the First Party's application/system that provides electronic payment solutions and services using smart mobile phones.

Systems: Refers to software systems, websites, databases, and systems developed by or for the parties to use in connection with service provision.

Service: Refers to the service specified in this Agreement, which is the collection of transaction amounts for payments made through a mobile phone.

Service fee: Refers to the fees required for using the payment service application, agreed upon by both parties in the contract.

Customer or customers: Refers to the person or persons who make an electronic payment using the mobile phone.

The Central Bank: Refers to the Central Bank of Egypt (CBE).

Egypt: Refers to the Arab Republic of Egypt.

Term: Refers to the term of the Agreement or any renewal thereof.

Notice: Refers to a written notice.

Party: Refers to the First Party or the Second Party, depending on the context, and the two parties mean the first and second parties together.

Article 1

The obligations of the Second Party (the Merchant):

- The Second Party is obligated to allow the First Party to view the available information and documents related to the services provided to them, per the rules of disclosure and transparency that are applicable under the applicable laws or the regulatory instructions of any supervisory authority.
- The Second Party agrees that the Central Bank of Egypt (CBE) has the right to see all the information and documents that it deems necessary from time to time, to be able to carry out the tasks entrusted to it per this contract, including visiting the website of the Second Party.
- The Second Party is obligated to not use the service in any way that would violate the law or public order or expose the First Party to any legal accountability. The Second Party is also not allowed to use the service for anything that the First Party deems unacceptable (other than the agreed-upon services provided by the Second Party), and that all transactions made through the service are legitimate and legal transactions. The Second Party must also ensure that these operations are in Agreement with the controls related to combating money laundering and terrorist financing.
- The Merchant is obligated to place the identification number of the mobile payment service in a visible place for the users of the service.
- The Merchant is obligated to verify the message received from the Bank stating that the deduction process (a successful transaction) has been completed from the customer's electronic wallet before completing the sale.
- The Merchant is obligated, in the case that they want to change the mobile number agreed upon with the Bank, or if their mobile phone is lost or broken, to contact the Merchant's customer service center to provide the Bank with the new number to receive messages on instead of the old one, by calling from the same mobile number agreed upon with the Bank, per the procedures followed by the Bank in this regard.
- The Second Party is obligated to cooperate with the First Party in cases of objection that arise as a result of the use of the service by merchants to access the information and data necessary to complete the objection process and respond to it per the recommendations of the company that owns the trademark.





Electronic Collection Services Agreement using Smart Wallet

- The Second Party is obligated to cooperate with the First Party in cases of objection that arise as a result of the use of the service by merchants by giving them access to the information and data necessary to complete the objection process and respond to it per the recommendations of the company that owns the trademark.
- The Merchant is obligated to provide the service or product at the same current prices to customers who pay in either cash or by card, and in the event of non-compliance, the First Party has the right to deduct any amounts added to the original cash price.
- The Merchant agrees that the Bank will carry out a set-off between the sale invoices, return invoices, and any amount returned to the Merchant, and the Bank will notify the Merchant by an official letter of the amounts that have been deducted.
- The Merchant shall not accept any payment for any activity other than the original activity or for illegal activity.
- The Merchant is obligated to inform the Bank of any fundamental changes related to its activity, its ownership structure, or the data of those in charge of its management as soon as they occur.

Article 2

Obligations of the First Party (the Bank):

- The First Party is obligated to provide its own approval system, or any other approval system agreed upon by the two parties, to facilitate electronic operations.
- The First Party is obligated to examine the activity made by the Second Party and notify them of any suspicious activity so that they can cancel them and refund the amounts to the customers.
- The Bank creates contracts per the procedures followed in this regard and those issued by the Central Bank of Egypt (CBE), and per the due diligence procedures of the Anti-Money Laundering and Terrorist Financing Unit, which include settlement procedures and the follow-up of accounts.
- Providing the necessary technical support for companies to complete any technical connection operations to activate the service, in addition to spreading the necessary awareness for companies.
- The Bank is obligated to hand over to the QR Code for operating the service to the Merchant, within the scope of the instructions set by the Central Bank of Egypt (CBE) in this regard.
- The Bank is obligated to conduct training sessions for the Merchant and their employees on how to use the service.
- The First Party is obligated to add all the settlements and amounts due to the Second Party to the account/wallet of the Second Party opened for this purpose, after deducting the Bank's dues, according to the agreed-upon service fees and commissions.
- The Bank is responsible for taking the necessary measures to identify the Merchants.
- This contract hereby makes a final and irrevocable statement that the Central Bank of Egypt (CBE) has the right to review all data and access all information that it may need at any time during the term of the Agreement, and that it is required to fulfill the tasks related to the services covered by the Agreement.

Article 3

Service fees and commissions:

- The Merchant agrees to the Bank collecting a commission from the total value of the sales invoices by deducting it from the value of each sale transaction submitted for collection.
- The Bank has the right to change the commission percentage by sending a written notification to the Merchant.
- After deducting the above commission, the Bank pays the value of the correct sales invoices that meet the Merchant's obligations, and per cash control instructions in Egypt.
- It is agreed upon by the two parties to this contract that all payments per this contract will be paid to the first party in Egyptian pounds.
- The Merchant agrees to the Bank carrying out a set-off between the sale invoices, return invoices, and any amounts that may be returned to the Merchant.

Article 4

Enforcement, cancellation, and amendment of this Agreement:

- This Agreement shall apply and remain productive without interruption until it is canceled by one of the parties who has the right to cancel this Agreement. It can be canceled at any time by written notification sent to the other party with an acknowledgment of receipt or delivered by hand in exchange for a signature on receipt. This results in a cancellation effective after 15 days from the date of the notification, provided that such cancellation shall not affect any of the rights or obligations that arose as a result of this Agreement for either of its parties prior to the date of cancellation, even if rights or obligations accrued after this date.
- The First Party has the right to amend the terms of this Agreement at any time by written notification sent to the Second Party. The Second Party's continuation of accepting card transactions after being notified of these modifications is considered to be an approval of these amendments. These amendments are considered to complete this Agreement and be an integral part of it.
- This Agreement is not transferable to any person other than the two parties.
- This Agreement shall be governed and interpreted in accordance with the provisions of Egyptian laws, and the South Giza Courts shall have jurisdiction to hear any dispute that may arise from the application or change of any of its provisions.

Article 5

Confidentiality:

- Both parties are obligated to maintain the confidentiality of all correspondence, the customer data of their affiliates, records, documents, agreements, prices, invoices, files, and any other material or data related in any way to the business of the parties and their customers, and they shall not hand over their details to persons other than the staff members of the Second Party or the First Party, or as required by law, without the prior written consent of both parties.

