

T-Pay Hosted Gateway Agreement

This Contract for providing collection and payment service online through Electronic Payment Gateway for T-PAY Merchant Account (the "Contract") was concluded between:

First: Commercial Bank of Kuwait (K.S.C.P) Address, Kuwait, P.O. Box# 2861, Safat 13029, Kuwait represented herein by Mr. Yasser Abdul Mohsen Muzaffar in his capacity the Head of Merchant Relations Unit, Telephone No. 22990484 Fax No. 22990232, email: merchants@cbk.com (Hereinafter referred to as "the First Party/ the Bank")

Second: The Merchant whose particulars are included in the Electronic Payment Services Application Form (Hereinafter referred to as "the Second Party / Merchant/ Customer").

After both parties have declared their full competence and legal capacity to contract, they agreed as follows:

Preamble

Whereas the Merchant (Customer) wishes to provide collection services via the Internet through the website owned, managed and operated in Kuwait by Commercial Bank of Kuwait ("the services") for its customers holders of K-NET cards issued by Commercial Bank of Kuwait or local banks, and holders of T-Pay Wallet from Commercial Bank of Kuwait;

Whereas the Merchant (Customer) wants to use an electronic payment method ("Online") to enable its customers holders of ("K-net") cards and "T - Pay" Account to pay for their purchases, rentals and services through the its website by using debit cards and T - Pay wallet ("Transaction/s").

Whereas the Bank is an authorized to issue necessary authorization for using the payment method by granting such authorization to all related parties involved in the payment process in accordance with the terms and conditions of this contract.

Now therefore, it has been agreed between the two parties as follows:

Article (1): Preamble

The above preamble and the attached appendix shall form an integral part of this contract, and complementary to all the terms and conditions.

Article (2): Duration of the Contract

The duration of this contract shall commence on the date of signing the Electronic Payment Service Application Form and shall expire after the elapse of one year from that date. Thereafter, the contract shall be automatically renewed unless the Merchant (Customer) notifies the Bank in writing of its desire not to renew, at least one month before the expiry date of the original or renewed period, as the case may be. In all cases, the Bank may terminate this Contract immediately for any reasons deemed mandatory by the Bank.

Article (3): Obligations of Both Parties

3.1 The Merchant (Customer) shall comply with the terms and conditions for the use of the debit cards issued by Commercial Bank of Kuwait or local banks and shall also comply with

- the terms and conditions for the use of the “T-Pay” Account set forth in Appendix No. (1) Attached to this contract. The Merchant (Customer) acknowledges that it is fully aware of these terms and conditions.
- 3.2 During the validity of this contract, the Merchant (Customer) undertakes to comply with all instructions issued by Commercial Bank of Kuwait regarding how to use the payment method. The Merchant (Customer) shall also strictly maintain the confidentiality of the codes, numbers and passwords that Commercial Bank of Kuwait provides to it or that the Merchant (Customer) itself may choose, and to take all necessary measures to prevent others to access them. The Merchant (Customer) shall bear the full legal responsibility for divulging these codes, numbers and passwords or for not maintaining their confidentiality for any reason.
- 3.3 The Merchant (Customer) undertakes to have in place qualified employees to handle all matters related to the service subject of this contract.
- 3.4 The Merchant (Customer) undertakes to comply with all the terms and conditions of this contract, and all applicable laws, systems, regulations and decisions related to the service subject of this contract.
- 3.5 The Merchant (Customer) acknowledges that it is aware of and fully understands all the terms and conditions set forth in this contract and further acknowledges its agreement thereon and that it has received a copy of this contract signed by the Merchant (Customer).
- 3.6 The Bank undertakes to carry out the necessary and sufficient training for the employees of the Merchant (Customer) on how to use the online payment method subject of this contract and how to operate it efficiently.
- 3.7 Commercial Bank undertakes to notify the Merchant (Customer) in the event that the Bank makes any amendment or addition to the process of using the payment method. The Bank shall also conduct the necessary training for the Merchant’s team on how to use the payment method.
- 3.8 The Merchant (Customer) declares that all goods and services that are sold through the T-Pay Gateway, provided by Commercial Bank of Kuwait, are goods or services which the Merchant (Customer) owns, and that he does not in any way

Article (4): Scope of Services Provided by Commercial Bank of Kuwait

- 4.1 Commercial Bank of Kuwait has the right to accept or reject any transaction conducted through the T-Pay Account using debit cards, issued by Commercial Bank of Kuwait or any other bank, for paying against the purchases, rentals and services after verifying the parties to the transaction. Commercial Bank of Kuwait shall verify the cardholder (Consumer/Buyer) based on the debit card details and the other available required information and verify the T-Pay Account information and, also verify the Merchant’s (Customer) side. However, Commercial Bank of Kuwait shall have the right, at its sole discretion, to reject the transaction in case of failure of the verification process and the identification of both parties of transaction. This shall be without any legal liability on the Bank towards the Merchant (Customer), its clients, or third parties.
- 4.2 The Bank, after verifying the sent transaction data as indicated above, shall ensure that the transaction is completed and executed, and the relevant payments are posted to the main account of the Merchant (Customer) or to the T-Pay Account.
- 4.3 The Bank shall release the transactions withheld and accepted by the Bank within maximum 24 hours. The Bank shall ensure releasing and posting the payments related to such transactions to the Merchant’s (Customer) main account as soon as possible, in any case, before the start of the next working day, unless a force majeure event occurs and prevents the same.

- 4.4 Pursuant to Clause 4.3 above, the Bank shall provide detailed daily reports on all transactions that have been performed by the Bank with a debit entry to the corresponding credit balance from the cardholder's (Consumer/Buyer) account.
- 4.5 The Bank undertakes to immediately notify the Merchant (Customer) upon the interruption or cessation of the payment method set forth under this contract for whatever reason, and the expected period of such interruption.
- 4.6 The Bank undertakes to notify the Merchant (Customer) within an appropriate timeframe, in case a contradiction exists between the Merchant's (Customer) transactions information as processed through the network and the agreed upon standards and practices in force at the Bank, so that the Merchant (Customer) can take the necessary actions in this regard.
- 4.7 The Bank undertakes to apply best standards and practices adopted for the service subject of this contract at all times of direct or indirect communication. This is to protect the security and confidentiality of any information related to the transaction sent via the electronic payment method, especially while passing, verifying or processing the transaction and during the times when the transaction is subject to third parties access.
- 4.8 The Bank shall provide and maintain all equipment and software necessary to provide and support the payment method and other services provided by the Bank under this contract. It shall also comply with joint responsibilities to ensure the security, integrity and privacy of the shared data.
- 4.9 The Bank shall comply with all terms and conditions of this contract and all current and future laws and decisions, if any, relevant to the subject matter of this contract.

Article (5): Charges in Return of the Business & Services

In return for providing the business and services set forth in this contract, the Bank shall charge the agreed upon cash consideration stated in the Electronic Payment Service Application Form for each purchase transaction performed through the Merchant's website. The Bank shall have the right to amend this cash consideration after the elapse of a period not less than thirty days from the date on which the Merchant (Customer) is notified of such amendment through the means that the Bank deems appropriate.

Article (6): Risk Management

Each party shall notify the other and furnish all information, within the possible and legally designated period, in the event that any party knows of any attempted or actual unauthorized use or misuse of the payment method or any related aspect thereof, or in case either party receives any information related to such breaches and other unauthorized acts. Both parties have agreed to cooperate with each other in order to develop consistent and effective strategies to overcome such problems and mitigate the negative impacts on the electronic payment method as much as possible.

Article (7): Confidentiality

During the validity of this contract and after its expiry, neither party may disclose, announce or use, for any purpose other than the purposes of this contract, any information related to the business or affairs of the other party without the prior written consent of the concerned party.

Article (8): Force Majeure

- 8.1 Neither party shall be responsible towards the other for any failure or non-performance of its obligations or delays in performance thereof if the obligations required under this contract have

not been performed due to any events that are beyond the control of the delayed party; or due to any local or international force majeure events or circumstances that impede the implementation of this contract or any part hereof.

- 8.2 In the event of force majeure, the delayed party has the right to agree, in writing, with the other party to extend the time according to the duration of such force majeure circumstances. However, the delayed party shall immediately notify the other party of the force majeure event and discuss with the other party the possible actions that can be taken to overcome delays as soon as possible. Further, the mentioned party shall make all reasonable efforts to overcome such delays.
- 8.3 If the force majeure lasts for a period exceeding the agreed upon term between both parties, then either party may notify the other of its wish to terminate this contract immediately. The two parties have agreed that in the event such force majeure circumstances vanish before the aforementioned period, then the relationship already existing between them shall continue and this contract will remain in full force until the expiry of its term set forth in this contract or is terminated in accordance with the terms herein contained.

Article (9): No Waiver

Neither party to this contract shall waive any obligations or rights arising therefrom or dispose thereof in any way, without the prior written consent of the other party.

Article (10): Termination of the Contract

- 10.1 Without prejudice to the provisions of Articles (2) and (8) herein, this contract may be terminated during its validity period in the following cases:-
 - 10.1.1 Based on mutual consent of the parties to terminate the contract;
 - 10.1.2 If either of the parties neglects or defaults in meeting its obligations under this contract; or if such negligence or default is repairable or restorable but continues for 30 days after the party in default receives a notice from the other party explaining the type of negligence or default and specifying the corrective actions that should be taken to remedy the default.
 - 10.1.3 Immediately upon the bankruptcy, liquidation or dissolution of either party, or upon the occurrence of any other similar legal circumstances.
 - 10.1.4 In the event of an unauthorized assignment of this contract as stipulated in Article (9) thereof.
- 10.2 The Bank may terminate this agreement immediately for whatever reasons the Bank deems necessary.
- 10.3 The Bank shall have the right to take legal actions against the Merchant (Customer) in accordance with Law No. 106/ 2013, Central Bank of Kuwait Instructions No. (2/BS/IBS/432/2019) and their subsequent amendments in the event of having any suspicion of money laundering and terrorist financing without the least responsibility on the Bank. The Bank may immediately set aside any transferred funds in the event that there are suspicions that such funds are associated with money laundering and terrorist financing transactions. The Bank may also delay the transfer of the funds for the purpose of verification, or refrain from enforcing the transfer due to suspicions that the transactions may be associated with money laundering or terrorist financing, or that the

transfer is intended to individuals or companies that are included on the blacklist of any country or are subject to any internationally imposed sanctions, or that the transfer is to any fictitious name or entity.

- 10.4 The Bank shall have the right to amend, add or cancel any of these terms and conditions without notice to the Merchant (customer) in accordance with the Bank's applicable policies and procedures and as per the Central Bank of Kuwait's instructions.
- 10.5 The Bank reserves the right to refuse opening or to close any account without giving any reasons.
- 10.6 The Bank shall close or stop any accounts in case of suspicion of a legal violation, financial crime or suspicious transactions. The Bank is also entitled to withdraw and seize any account belonging to customers without need for serving notice or warning.
- 10.7 Any termination of this contract shall not prejudice any rights or obligations arising for either party towards the other prior to the date of termination.

Article (11): Notices

All correspondences and legal & judicial announcements (as served by any party to the other on the addresses set out in this contract or to the latest address provided via a registered letter with acknowledgement of receipt, SMS, e-mail or by any other modern means of communication that can be saved and retrieved) shall be valid, enforceable and legally binding, from all aspects, towards the other party. However, any change to the address of any party shall only be effective or valid from the date when the other party receives a written notification of the change of such address

Article (12): Governing Law and Dispute Settlement

- 12.1 The Merchant (Customer) shall hereby comply with all the laws in force in the State of Kuwait and the terms and conditions of the Commercial Bank of Kuwait and shall not use the service for any purchase transaction, getting services or any objectives that are in violation of the law. The Merchant (Customer) shall bear the full responsibility for any violation thereof. In this case, the Commercial Bank of Kuwait has the right to stop dealing, withdrawals and blocking all customer accounts.
- 12.2 These terms and conditions shall be subject to and interpreted by the laws in force in the State of Kuwait and all disputes and conflicts that may arise between the Merchant (Customer) and the Bank shall be subject to the exclusive jurisdiction of the courts of the State of Kuwait without prejudice to the Bank's right to take any legal action against the Merchant (Customer) before any court or judicial authority whether inside or outside the State of Kuwait.
- 12.3 In case of conflict between the Arabic text and the English text, the Arabic text shall prevail.

Article (13): The Entire Agreement

- 13.1 This contract constitutes the entire agreement between both parties regarding the subject matter of the contract, and supersedes any previous understandings, correspondence or agreements of any kind between the two parties, whether verbal or written.

Appendix No. (1) To T-Pay Hosted Gateway Agreement

1. The Merchant's (Customer) website shall accept debit cards for payment, and T-Pay Account.
2. The Merchant (Customer) shall add its contact details clearly on the website. That Website should provide complete information about the shipping / delivery details, returns and cash refunds policy etc., if the return and refund policy is applicable at the Merchant (Customer).
3. The Merchant (Customer) and its clients should obtain an authorization from Commercial Bank of Kuwait for each transaction, in full amount, that is performed through the Merchant's (Customer) website.
4. The data sent from the website should comply with the coding standards set by Commercial Bank of Kuwait and previously advised by the Bank.
5. Details of the log in to the system are sent to the Merchant's (Customer) e-mail address.
6. It is agreed that the Merchant (Customer) shall be solely responsible for the terms and conditions of the purchases and services delivery. In the event of any dispute by the cardholder (Consumer/ Buyer) or T-Pay Account holder regarding the services and purchases, their delivery, their delivery date or other disputes, the Bank will not be responsible in any way for any failure or default unless such failure or default results from the Bank.
7. The Merchant (Customer) shall take all reasonable measures and controls to ensure there are in place enough facilities for the secure saving of information and to restrict access to information to protect information integrity.
8. The Merchant (Customer) shall be responsible for any financial or legal disputes that may arise between the Merchant (Customer) and cardholders / T-Pay Account holders subject to this contract. The Bank shall not be a party to such disputes between the Merchant (Customer) and cardholders/ T-Pay Account holders.
9. The Merchant (Customer) acknowledges that it is fully aware that the maximum limit for each transfer, within the general limits of electronic transactions when subscribing to the service, shall be an amount of Kuwaiti Dinars 1000 (Kuwaiti Dinars one thousand) per day / month. Customers may request to increase the limit but the Bank, at its discretion, shall have the right to accept or decline such request.
10. The Merchant (Customer) acknowledges that it is fully aware that each T-Pay Account user has his/her own Quick Response "QR" code, and that each payment made through the T-Pay Account is sent through a separate and unique generated QR code that cannot be regenerated or used more than once if it has been previously used. Further, the timeframe for using the QR code shall not exceed 24 hours maximum after which this code becomes invalid for use.
11. The Merchant (Customer) acknowledges that it is fully aware that the QR code can only be read through CBK Mobile Application.
12. The Merchant (Customer) acknowledges that it is fully aware that funds are transferred via the QR code only for Commercial Bank customers registered for the T-Pay Service using CBK Mobile App.
13. The Merchant (Customer) acknowledges that it is fully aware that the cardholder (Consumer/Buyer) may select any of the following options to perform bank transfers through the T-Pay account:
 - A. A fingerprint.
 - B. A face print.
 - C. A debit card PIN number linked to the T-Pay account.

14. This appendix shall be subject to all the terms and conditions stipulated in the original contract unless otherwise expressly stipulated in this appendix.
15. The amounts collected from the Merchant (Customer) clients shall be transferred daily after 12 pm.
16. Both parties have agreed that Commercial Bank of Kuwait shall be entitled to the fees and charges stated in the Electronic Payment Services Application Form.

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