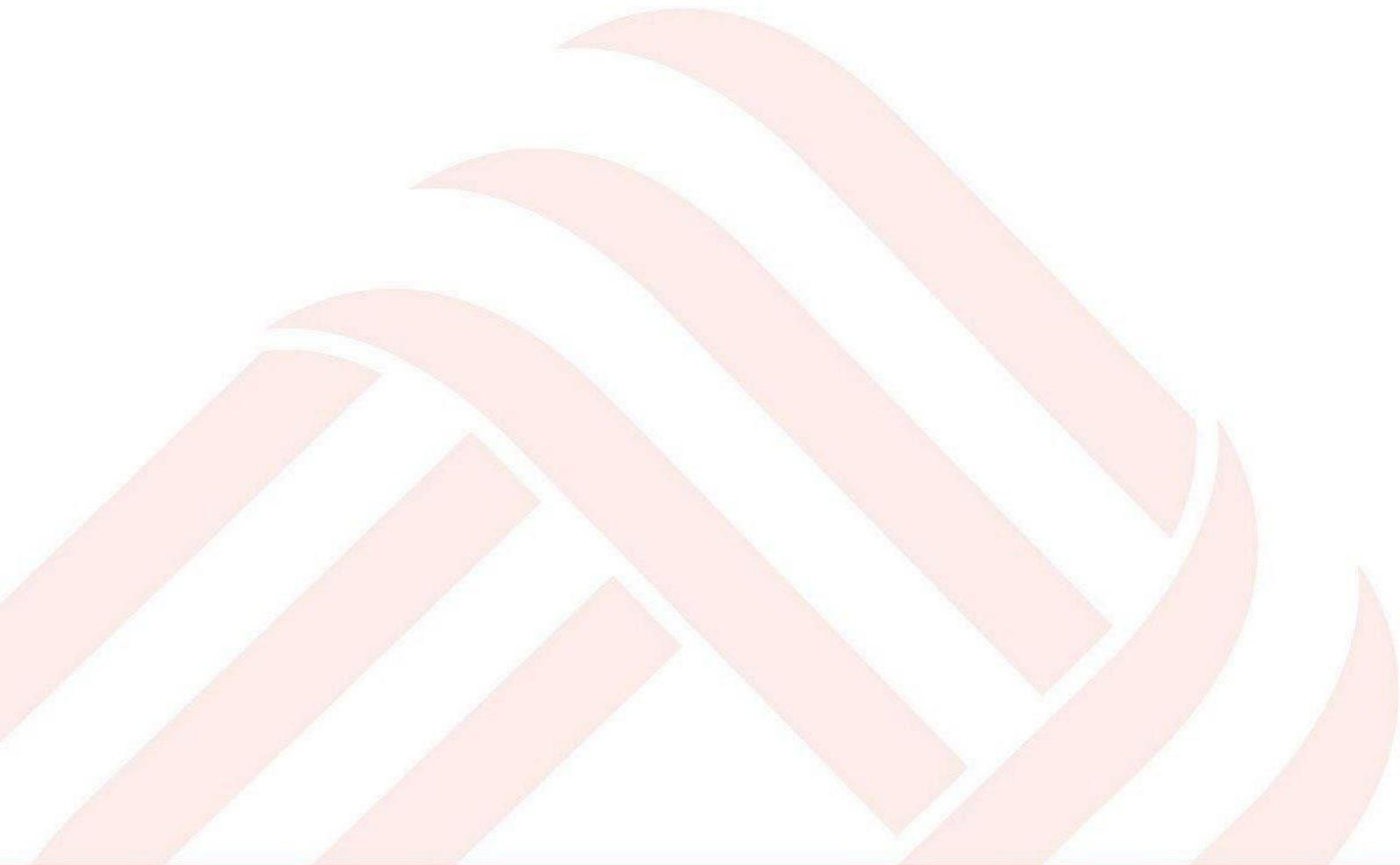


Merchant Agreement



Definitions

1.1 The terms defined below have the indicated meanings throughout this Agreement unless the contrary intention appears:

“Account” means the account nominated by you for acceptance of credit and debit entries under this Agreement and for related purposes;

“Agreement” means this booklet and any manuals we may provide to you;

“Authorization center/customer care center” means the center specified by us for authorization of card transaction requiring authorization;

“Banking day” means any day on which we are open for business in the state of Qatar;

“Card” means:

- a) A valid financial transaction card (whether credit or debit) issued by a member or affiliate of MasterCard on which the MasterCard marks appear;
- b) A valid financial transaction card (whether credit or debit) issued by a member or affiliate of Visa on which the Visa marks appear;
- c) Any other financial transaction card (whether credit or debit) which we request you and you agree to honour;

“Card Scheme” means MasterCard International Incorporated and Visa International card schemes, or any other card scheme provider that QIIB is a member of or participates in;

“Cardholder” means a person to whom a Card (whether debit or credit) has been issued;

“Chargeback” means a debit entry to your Account processed by us, and is the reversal of a credit previously made to your Account, in the circumstances described in clause 5.2 of this Agreement;

“Crediting” means paying off the amount to you based on the agreed conditions or rates between the Bank and you for card transactions related to this Agreement;

“Credit Card Transaction” means a transaction where the details of a MasterCard Card or Visa Card have been presented and the transaction is processed using either:

- a) A paper credit card sales voucher;
- b) An electronic Terminal without a PIN pad; or
- c) An electronic Terminal with a PIN pad and selecting the “Credit” button on the PIN pad; or
- d) Any Bank approved electronic device of Internet based interface.

“Data Breach” means any event whereby your business or any service provider facilitating the transmission, storage or acceptance of your credit card payments, suspects or has knowledge of unauthorized access to confidential card payment details;

“Debit Card Transaction” means a National ATM & POS Switch (NAPS) transaction;

“Discount” means the rebate or reduction of the transaction amount or total purchase amount you provide to the customers for goods or services, as opposed to the Merchant Discount Rate provided to us and to be agreed upon between the parties;

“Debiting” means the subtraction or deduction of a specific amount from your account as agreed by us;

“eCommerce Merchant” means a Merchant who conducts the sale of goods or services electronically over the Internet, and who has been authorized by us to accept Credit Card Transactions over the Internet using an approved Payment Gateway;

“eCommerce Merchant Facility” means any method and/or device utilized by you, or by any service provider on your behalf, and used to engage in the acceptance, transmission or storage of credit card payment details. This definition includes but is not limited to all software, hardware, databases, digital image and physical records used or maintained by you or QIIB’s Merchant service provider;

“eCommerce Transaction” means a transaction between you and a Cardholder where the Cardholder sends you their payment card data to you over the Internet, regardless of how the data is transmitted from you to us;

“Factoring” means processing unauthorized credit cards operations for the benefit of third parties;

“Floor Limit” means the maximum sales value you are authorized to process on any one occasion in respect of any one Card without obtaining authorization for the subject transaction from us;

“Guideline” means the transaction operating manual intended to help you process transactions properly;

“Merchant” means the merchant who is forwarding authorized transactions for their processing by us;

“Merchant Facility” or “Facility” means the facility made available to you by us to enable you to accept payments using cards;

“Merchant Statement” means the statement of your account for POS transactions;

“MDR” means the “Merchant Discount Rate” charge for each card transaction by us performed at your establishment, as agreed with you;

“MID” means Merchant Identification;

“Minimum Levels of Turnover” means the minimum cards transactions volume to be achieved and guaranteed by you;

“Outlet” means the physical location where a new MID is created enabling a Merchant to process Credit Card Transactions electronically or manually;

“Payment Gateway” or “Gateway” provides a secure method for authorizing card transactions over the Internet through a system accredited by QIIB;

“PCIDSS” means Payment Card Industry Data Security Standards; this refers to the data security standards mandated by Visa and MasterCard to facilitate protection of Cardholder payment data from unauthorized access, and is applicable to any Merchant who stores or transmits card data regardless of the storage or transmittal device;

“Person” includes a natural person as well as a corporation or other form of legal entity;

“PIN Pad” means the device designed as part of, or for attachment to, a Terminal and which contains an alphanumeric function keyboard by which the user nominates an account and enters a Personal Identification Number (PIN);

“POS” means point of sale;

“Recurring Transaction” means regular drawings relating to an ongoing service on a Cardholder’s card with the Cardholder’s written authority;

“Refund” means the fund adjustment from your account made by us to Cardholder’s account even subsequent to the settlement of the payment;

“Rules” means the card scheme rules set by MasterCard and Visa from time to time;

“Sales Draft” means the draft properly completed and used for the purpose of recording a sale by you to

a Cardholder in the event that you is unable to use a POS terminal for transacting such sales in the form provided by us;

“Sales Record” means a record of sale containing full information of a card transaction printed on the POS roll of a POS terminal supplied by or approved by us;

“Secure Socket Layer” or “SSL” means the encryption technology used on a server that encrypts data such as Card and Cardholder payment details and other information when it is being stored or transmitted over a public network or from one computer to another;

“Service Provider” means the provider of any software and hardware that you utilize to assist with the acceptance of card payment details;

“Software” includes the operating system, application software and the Terminal management software, and any updates issued from time to time;

“Terminal” means the POS hardware and software provided by QIIB;

“Terminal Access Fees” means the monthly fee for the Terminal Access Services and includes all fees, charges and other amounts (including profit, and any government charges that may be applicable) payable in relation to the Terminal Access Services under the arrangements in place between you and QIIB;

“Terminal Access Services” means access to QIIB’s Card transaction network; all services that facilitate card transactions; and the provision, installation, maintenance, and repair, of a Terminal provided by QIIB;

“We”, “Us”, “Our”, “QIIB” or the Bank means or relates to Qatar International Islamic Bank (Q.I.I.B.);

“Web Application” means the software that your business utilizes to advertise the sale of goods and services over the Internet;

“Web Hosting Provider” means the provider of any software or hardware that you enter into an Agreement with in order to enable you to conduct business via the Internet;

“You” means the owner of the business to whom this Agreement applies. Where a business has more than one owner, all owners are jointly and severally liable under this Agreement;

1.2 This Agreement contains all of the terms and conditions applying to your Merchant Facility. In this Agreement, words denoting the singular shall include the plural and vice versa.

2. Equipment

2.1 Where we supply Terminal Access Services to you, the following provisions apply:

- a) You must prepare at your premises at your expense a site which meets our specifications for the installation of the Terminal(s), including a power supply and telephone line exclusively dedicated to your POS equipment.
- b) You will permit any of our representatives, subcontractors or any third party assigned by us to enter your premises to install, move, maintain, repair, replace or remove (as necessary) the Terminals during normal business hours or at any other reasonable time. You will observe the conditions of this Agreement in relation to the Terminals
- c) If a Terminal malfunctions, or for any reason is unable to process transactions, we will not be responsible for any effect that may have on your business. You must not carry out a transaction using a malfunctioning Terminal. It is your responsibility to ensure that other means are available at short notice to enable you to continue to process transactions. These might include the installation of a spare Terminal, or identifying to your customers the location of the automatic teller machine (ATM) nearest to your place of business.
- d) In the event of malfunction of the POS terminal, you will immediately notify the Bank on telephone number assigned or any other such number as may be specified by us to you from time to time.
- e) You will bear the cost of the connectivity of land line or SIM for POS usage at Merchant premises as it may be advised by us.
- f) We may debit from your Account the applicable Terminal Access Fees which you are required to pay in respect of the supply to you of Terminal Access Services, as from time to time varied in accordance with the arrangement between you and us.
- g) You must not move a Terminal owned or supplied by us to a new position, or in any way modify, change, or alter a Terminal owned or supplied by us, without receiving our prior written consent.
- h) The equipment shall be operated by the qualified / authorized personal designated by you and trained by us in accordance with the operational instructions provided to you by us

- i) You must take proper care of all Terminals we supply you, and follow all instructions we may give you regarding the correct operation of the Terminal.
- j) Merchant will only use the authorized sales vouchers or POS Slips and the equipment provided by us.
- k) You are liable for the cost of any repairs to a Terminal supplied by us in circumstances where the need for repairs is due to your neglect, misuse, or failure to have adhered to the operating instructions we provided you.
- l) You must only allow people authorized by ourselves to repair, service, alter, or modify a Terminal which we own or have supplied to you.
- m) A Terminal we provide is not your property, even if it is attached to any other property. If the Terminal is attached to any other property, you must obtain from the owner of that property at our request an acknowledgment that you do not own the Terminal and that the owner has no interest in it.
- n) You must not part with possession or control of a Terminal we provide unless we ask you to.
- o) You are responsible for any loss or damage to a Terminal we provide resulting from fire, theft, explosion, flood, civil commotion or other act in or around your premises. You must pay us the full cost of replacing or repairing it. We may reasonably determine the replacement value at our sole discretion.
- p) We shall in no way be liable to you or to any Cardholder who is your customer or to any other person for any and all losses, costs, damages, injuries or expenses (including court costs, legal fees) whether caused directly or indirectly by the POS equipment or system malfunction, failure of connection or communication links.

3. Processing Transactions

- 3.1 You will accept all valid Cards without discrimination and process all transactions in accordance with this Agreement. You will only use equipment and materials we supply or have approved.
- 3.2 All transactions are to be processed in Qatari Riyals.
- 3.3 You must obtain authorization for all transactions above the applicable floor limit. The floor limit for all Merchants is deemed to be zero, unless we provide you with written advice to the contrary.

Please note that authorization only confirms the Cardholder has sufficient available balance to cover the purchase, and that the Card has not been reported lost or stolen (although it may in fact be lost or stolen). While you must obtain authorization for all transactions above the applicable floor limit, the granting of an authorization does not prevent us from carrying out a chargeback in relation with the transaction concerned later.

3.4 Except in the case of mail, telephone, or Internet orders, you must give the Cardholder a copy of the sales voucher immediately after completing the transaction. The information on the sales voucher provided to the Cardholder must be identical with the information on any other copy.

All copies of the sales voucher (including the copy provided to your customer) must include the following information:

- a) The amount of the transaction (in Qatari Riyals).
- b) The date and time of the transaction.
- c) Your name (so the Cardholder can subsequently determine the Merchant at which the transaction occurred).
- d) MerchantID and Terminal ID.

3.5 You are responsible for verifying the identity of the Cardholder, and ensuring that the signature or any other Cardholder authorization on the voucher is not forged, obtained by fraud or deception, unauthorized or that the transaction is not otherwise invalid (refer to clause 5 of this Agreement).

3.6 At all points of Cardholder contact, you must prominently and unequivocally inform the Cardholder of your identity so that the Cardholder can readily distinguish you from any other supplier of goods or services. You must also provide notice to the Cardholder that you are responsible for the transaction, including the goods or services acquired by use of the Card, as well as for related customer service, dispute resolution and performance of the terms and conditions of the transaction.

3.7 You shall not, either directly or indirectly, process any transaction or present any voucher to us that did not originate as a result of a transaction between you and a Cardholder to whom you have actually supplied the goods or services for which the Card was used in payment.

In particular, you must not process transactions on behalf of a third party. Any person or entity that wants to accept credit card sales for payment must have its own account with the Bank. Processing drafts for another party is known as "Factoring,"

and it is against Card Associations regulations and a breach of the Agreement. If we discover that you have been factoring drafts or account receivables, the Agreement should be terminated and your name will be placed on the terminated Merchant file with the Card Associations, which could make it impossible for you to ever obtain another Merchant account with any other processor.

3.8 You should not process any transaction or present any voucher to us before you supply the goods or services to the Cardholder.

3.9 You shall not split a transaction into two or more transactions on the same Card to avoid having to obtain authorization.

3.10 You shall not undertake any transaction:

- a) Representing refinancing or transfer of an existing Cardholder's financial obligation to you (whether or not you consider the obligation is not collectable); or
- b) As an alternate way of accepting payment due to the dishonor of a Cardholder's personal cheque.

3.11 You shall not deposit any transaction for the purpose of obtaining or providing a cash advance either on your Card or the Card of any other party, or process a sale on any Card you are authorized to use.

3.12 We will forward to you daily or monthly statements, at our discretion, showing the amount of all transactions processed during the day or the previous month respectively.

3.13 Under no circumstances should you request or allow any Cardholder to disclose their personal identification number (PIN), password or other code or information that can be used to access a customer's account, for you to retain. You should only retain the customer's Card if we ask you to do so.

3.14 You may only store the following information:

- Cardholder number
- Cardholder name
- Card expiry date
- Extended service code (used for Smart Card processing)

3.15 You must not store the following information:

- Three-digit Credit Card Verification Value (CVV2/CVC2) found on the back of a Credit or Debit Card
- PIN details
- Full magnetic stripe data

3.16 You must not keep the related documents like national ID passport copy or any other personal identity copy unless advised by the Bank to store and /or send it to us for the transaction purpose.

3.17 Under no circumstances should you request a customer to provide card details via email for payment for the provision of goods or services. Should such details be provided to you, you must immediately delete the email without in any way storing or retaining these details.

3.18 You must ensure that your business, and any service provider who participates in the storage of card payment details on behalf of your business, fully complies with the PCIDSS. We will advise you of the level of security required which is based on the volume of transactions you process.

Refer to clause 15 of this Agreement for further details relating to PCIDSS.

3.19 We reserve the right, from time to time, without prior notice, to interrupt our services for maintenance purposes for any time periods that may be deemed absolutely necessary. Any and all efforts will be made to keep this service interruption as short as possible.

3.20 Where a Cardholder tenders a Card for payment, you shall not engage in any of the following practices:

- a) Charge the Cardholder a price in excess of your regular or advertised price.
- b) Levy any form of extra charge or payment on the Cardholder consequent upon the Cardholder paying by Card.
- c) Impose a minimum value for accepting payment by way of Card.
- d) Refuse to accept payment by way of Card in favour of cash.
- e) Refuse to offer discounts or promotions that would otherwise apply in the event the Cardholder paid by cash.

3.21 You shall not key enter any cards transactions or perform off line cards transactions unless authorized in writing or by an authenticated email received from the authorized representative of the Bank and subject to the applicable terms and conditions of the Bank.

3.22 You are responsible for any transaction processing through the POS terminal and the Bank is not liable for any such goods supply which may ultimately cause any losses for the Cardholder or any other person or subject.

3.23 You shall indemnify and keep QIIB harmless from any claim, action, lawsuit, damages, penalties, costs, charges and losses of any kind which QIIB may incur or suffer in relation to this agreement that arises from any contention or conflict which you have or may have in the future with any third party.”

4. Sales Refund Transactions

4.1 You must establish a fair policy for dealing with customer disputes, including the exchange or return of merchandise, and give credit upon each return, not in cash, but by means of a sales refund transaction.

4.2 Subject to clauses 4.3 to 4.6 of this Agreement, you may process sales refund transactions by transferring the amount of the refund from your Account to a Card account. You shall not process any refund to a Card account unless the original transaction between you and the Cardholder was paid for by the Cardholder using the subject Card. Thus, you must not make refunds to a card other than the card used to make the subject transaction (including where the card belongs to the same customer).

4.3 In order to utilize the Terminal sales refund facility, you must initiate a password. You may not process a sales refund transaction using a Terminal without entering the password prior to each transaction.

4.4 Where we have issued you with a password, we shall not be responsible for any unauthorized sales refund transactions processed through your Terminal using the password we have issued.

4.5 You shall control and be responsible for access to the Terminal sales refund password. You should change your password if for any reason you think it has become known to persons other than those who you have authorized to complete refund transaction. This includes where a staff member with knowledge of the password ceases to be employed by you.

4.6 We shall not be responsible for any unauthorized sales refund transaction processed through your Terminal, even if those transactions may cause your Account to be debited by the amount of the transactions.

4.7 You are responsible to notify the Bank without any delay for any incident or any unusual events in connection to refund issues or any password re-adjustment or any terminal re-configuration.

5. Invalid Transactions

- 5.1 A transaction is invalid if:
- a) The transaction is illegal;
 - b) The transaction is split into two or more transactions on the same Card to avoid having to obtain an authorization (each transaction will be invalid);
 - c) The card is listed on a warning bulletin or we have otherwise told you not to accept the Card;
 - d) The signature on the sales voucher or any other Cardholder authorization on the sales voucher is forged, obtained by fraud or deception, unauthorized or otherwise invalid;
 - e) The Card is used without the authority of the Cardholder, or in the case of a mail, telephone, or Internet order, the transaction is not authorized by the Cardholder;
 - f) The particulars on the sales voucher are not identical with the particulars on the Cardholder's copy;
 - g) The Card used to make the transaction is not current at the time of the transaction;
 - h) The sales voucher is incomplete or illegible;
 - i) The transaction is a Recurring Transaction that was cancelled by the Cardholder prior to the processing of the transaction
 - j) This Agreement was terminated prior to the processing of the transaction; or
 - k) You do not observe this Agreement in relation to the transaction.
- l) All the chargebacks received for the merchants will be forwarded to Merchant to get the response from the merchants for further processing by QIIB. QIIB is authorized to debit the account of Merchant automatically for such chargebacks which did not get an appropriate response.
- m) All the NAPS disputes receive for the Merchants will be forwarded to Merchant to get a response from the Merchants and the Merchant will provide their response as per existing QCB time frame for NAPS dispute processing for further processing by QIIB, in case of no response received, the claims will be accepted with the deduction through the Merchant A/C.
- n) In case of Fraud Chargeback under Card scheme liability shifts programs, or Non- secured / Key entered transaction or due to any fraud aspect, QIIB may debit the Merchants account for chargeback amount.
- 5.2 We may refuse to accept, or may charge back (debit your Account), any transaction if:
- a) The transaction is invalid;
 - b) The Cardholder claims the transaction is invalid or disputes the transaction for any reason;
 - c) You process a cancelled Recurring Transaction;
 - d) The Cardholder asserts a claim for set-off or a counterclaim. Chargebacks may be debited from your account up to 18 months after the date of the original transaction.

6. Your Account

- 6.1 You must maintain an Account with us for the purpose of this agreement and, if you maintain several accounts with us, advise us of the details of that Account. We will credit your Account (held with us) with the amount of the transactions processed. You will notify us immediately if your account details change.
- 6.2 We can debit your Account with the following:
- a) All service charges, fees and other charges set by us and which are notified to you from time to time. Information on current standard fees and charges is available on request;
 - b) The full amount of all sales refund transactions you process, less any charges we have already debited to your Account relating to the transaction;
 - c) Any over credits we have made in respect of transactions due to errors or omissions;
 - d) The value of transactions which are invalid;
 - e) The value of transactions that are successfully charged back by the Cardholder;
 - f) Any fees, fines or penalties that we are required to pay to MasterCard or Visa pursuant to the Rules as a direct or indirect result of your failure to observe your obligations under this Agreement;
 - g) Any other money you owe us under this Agreement;
 - h) Reasonable enforcement expenses under this Agreement, including any amount reasonably incurred by the use of our staff and facilities, in the event of a breach of this Agreement.
 - i) The amount of a discount which you normally offer to your customers in accordance with an agreement with the Bank, and which you have not applied to a card transaction;
 - j) The monthly invoices sent by the telecoms operator in relation to the operation of the POS terminal;
 - k) Any amount due as a result of warranties or representations for the goods or services supplied by you which may bind us (the Bank).
- 6.3 You will pay on demand the amount of any debt you owe us under this Agreement which remains unpaid. Should you fail to pay any debt which you owe us we may commence enforcement action and report your default to a credit reporting agency, to the Qatar Central Bank or to any other relevant entity, which may affect your credit rating and your ability to obtain finance in the future.
- 6.4 We can also debit or credit your Account with the amount of any deficiencies or charges we establish are payable following an audit or check of your Account.

- 6.5 a) If:
- We have reasonable concerns about your solvency;
 - You generate a disproportionately high (relative to sales) number of chargebacks or invalid transactions; or
 - We have reasonable concerns about you or your business;
- We may withhold the release of funds (block the funds) in the Account until further notice.
- b) We may appropriate money you hold in your Account, or any other account with us, held in your name(s), towards any and all amounts you owe us under this Agreement. Where we do this, the balance of your Account will reduce by the amount appropriated for this purpose.

We will notify you promptly after exercising our right to appropriate money in your Account.

- 6.6 We will provide the Merchant Statement via electronic channels advised to us and as recorded in the Bank's system. If paper/duplicate statements or additional documentation is requested by you, then the Bank has the right to charge an appropriate fee for such services which shall be deducted automatically from your account.

7. eCommerce Merchants

- 7.1 This clause applies exclusively to eCommerce Merchants conducting eCommerce Transactions. To the extent that there is any inconsistency between this clause and the other provisions of this Agreement, this clause will apply.
- 7.2 You understand that all sales where the card is not physically present are subject to an increased risk of chargeback. Without limiting the generality of anything in the Agreement, you hereby irrevocably assume the liability and agree to pay the Bank for all chargebacks relating to telephone order/mail order and/or Internet sales / any card related transactions and hereby indemnify the Bank for all costs, fees and expenses in connection therewith. You authorize the Bank to deduct automatically such chargebacks from Merchant's account with the Bank.
- 7.3 For the purpose of this Agreement, the Bank shall give you access to the necessary systems and you agree that, for the duration of this Agreement, you shall not engage in similar understandings or agreements with other banks or financial institutions, whether or not based in Qatar.

- 7.4 You shall be responsible for all goods and services offered on your website, all materials used or displayed on your website, and all acts or omissions that occur at the website or in connection with your website. We will not be responsible or liable for any delay that might occur in the processing of payments where the Facility is not available for any reason.

- 7.5 You will display the following information on your website:

- a) Contact information, trading name, trading address including the address of your "permanent establishment" (i.e., a fixed place of business through which it conducts its business, regardless of website or server locations), telephone number, fax number, email address and country of domicile (i.e. Qatar);
- b) A complete description (including a picture where possible) of all goods and services you offer on your website;
- c) A clear explanation of shipping practices and delivery policy;
- d) Transaction currency;
- e) Total costs of the goods or services offered including all appropriate shipping/handling charges and taxes. Where the total cost of the transaction cannot be ascertained in advance you must include a statement to that effect and provide a description of the method that will be used to calculate it;
- f) Images of Card types accepted for payment that we supply to you;
- g) Customer service policies, including usual delivery timeframes, and the process if you cannot fill the order for any reason. You must advise your customers within two business days if goods are not available;
- h) Export restrictions (if known);
- i) Refund/return policy;
- j) Consumer data policy (the type of information you store on customers and the manner in which it may be used);
- k) Security capabilities and policy for transmission of payment Card details;
- l) If you provide a currency converter, a disclaimer providing advice to Cardholders that the converter provides an approximation of the currency only.

- 7.6 You will make provision for payment and delivery of goods or services as specified on your website.

- 7.7 Payment pages must be accredited by us or a QIIB accredited Gateway Provider, and must adhere to our security requirements. Each Merchant domain must utilize separate payment pages.

- 7.8 You will not process or allow the processing of any transactions of Factoring.
- 7.9 You must use a QIIB accredited Gateway provider. Failure to do so will result in termination of your Merchant Facility.
- 7.10 All eCommerce Transactions forwarded to us must be identified with the appropriate card scheme eCommerce indicator (ECI). We will supply you with details of these requirements on request.
- 7.11 You will respond promptly to all customer inquiries, including cancellations and order changes.
- 7.12 You must provide a completed copy of the transaction receipt to the Cardholder at the time the purchased goods are delivered or services performed, and advise the Cardholder to retain the receipt as proof that payment has been made. You may deliver the transaction receipt in either of the following formats:
- a. Electronic (e.g. email or fax); or
 - b. Paper (e.g. hand-written).
- 7.13 A transaction receipt must contain the following information:
- a) The Merchant's name most recognizable to the Cardholder, such as:
 - Your trading name as used on your website; or
 - Your website address;
 - b) Transaction type (purchase or credit);
 - c) Transaction amount, indicated in transaction currency;
 - d) Transaction date;
 - e) Unique transaction identification number;
 - f) Purchaser's name;
 - g) Authorization code;
 - h) Description of goods and services;
 - i) Return/refund policy;
 - j) Cancellation policies.
- 7.14 You must not return the Cardholder's Card number to the Cardholder either online or on the transaction receipt.
- 7.15 You must:
- a) Not substantially change the nature of the goods or services you offer for sale on your website, or other material aspects of your website from the time your eCommerce Merchant Facility was approved by us (except with prior written consent from us);
 - b) Not significantly alter or add to, the type of goods or services sold on your website without first receiving written consent from us;
 - c) Keep all information on the website true, accurate, current and complete in all respects;
 - d) Not change your domain name without first obtaining our written consent to the change of name;
 - e) Not do anything that constitutes or encourages a violation of any applicable law or regulation, including but not limited to the sale of illegal goods or the violation of export controls, obscenity (including pornography) laws or gambling laws;
 - f) Not offer for sale goods or services, or use or display materials, that are illegal, obscene, vulgar, offensive, dangerous, or otherwise inappropriate;
 - g) Not generate a significant number of complaints for failing to be reasonably accessible to customers;
 - h) Fulfill customer orders in a timely manner and adequately deal with customers' warranty or service requirements.
- 7.16 You are responsible for:
- a) Ensuring that the connection between your website and us is operational. We do not warrant that the provision of the services will be continuous, uninterrupted or without errors;
 - b) Ensuring that your website is secure and that Cardholder information is encrypted during the exchange of Cardholder information between your website and your Payment Gateway; the level of encryption is to be to our satisfaction as we advise to you;
 - c) Ensuring that any Service Provider, such as a Payment Gateway, you engage to facilitate the payment process is accredited by us;
 - d) Ensuring that your business, and any Payment Gateway or other Service Provider who participates in the transmission, acceptance or storage of card payment details in connection with your business, fully complies with the PCIDSS standards.
- 7.17 Upon request, you must provide us with full details of your Web Hosting Provider, SSL provider and expiration date of SSL certificate. You must also disclose to us details of all Service Providers you engage in connection with the acceptance of credit card payments and their compliance with PCIDSS.
- 7.18 You must comply with the Data Breach procedures detailed below immediately upon learning of a suspected or known breach of confidential Cardholder payment details, whether or not the breach has occurred through your Service Provider or otherwise. You must:

- a) Identify the cause of the event and immediately notify us;
 - b) Isolate or unplug any affected systems from all affected networks;
 - c) Cease installing or making any changes to software;
 - d) Tighten security controls pertaining to all affected networks;
 - e) Implement and follow a disaster recovery plan as required by a QIIB accredited Gateway provider;
 - f) Maintain a rigorous audit trail of all actions taken to isolate and rectify the event;
 - g) Calculate the potential exposure that may arise from the event, and notify us in writing of the results of such calculations as soon as possible, but in any event within a 24-hour period of the Data Breach.
- d) Keep all systems and media containing a Card number, Cardholder or transaction information in a secure manner to prevent access by or disclosure to anyone other than your authorized personnel or agent processing Card transactions. Where Card or Cardholder information needs to be discarded, you shall destroy it in a manner which makes the information unreadable;
 - e) Provide us with all clear and legible documentation relating to a transaction when requested and within 3 days of our request or the due date specified in our request, whichever is the earlier. Otherwise we may treat the transaction as invalid and process a chargeback (i.e. debit) to your Account.

7.19 You must ensure that any software or hardware you purchase, create or otherwise utilize for the purpose of selling goods or services online does not retain its original (vendor supplied) password before employing it for the acceptance of Card payments. You must also ensure that all system and software passwords are changed on a regular basis.

7.20 You are hereby authorized to accept telephone/ mail order and/or Internet sales pursuant to the Agreement and this Addendum, provided that Merchant will not present any Card Transaction to us to process any credit card sale slips or sale records until the goods and/or services, as applicable, are actually shipped and/or performed, unless otherwise expressly permitted by the Card Associations.

8. Exclusivity

You agree that, for the duration of this Agreement, you shall not engage in similar understandings or agreements with other banks or financial institutions, whether or not based in Qatar.

9. Record Keeping

You shall:

- a) Permit us to inspect and examine your books of account and records relating to any Card transactions;
- b) Maintain all sales and refund transaction information and sales vouchers for a minimum of 18 months from the transaction or refund date;
- c) Not sell, purchase, provide or exchange a Cardholder's name or Card number information in the form of imprinted sales vouchers, carbon copies of imprinted sales vouchers, mailing lists, tapes, computer data or any other media obtained by reason of a Card transaction;

10. Creditworthiness of the Cardholder

You cannot infer from the fact that a Cardholder has been issued with a Card or that a transaction receives authorization that we guarantee the Cardholder's creditworthiness or the true identity of the Cardholder. The possibility exists that even though a transaction receives authorization, the Card (or the Card number for mail order, telephone order, and eCommerce Transactions) may have been compromised, which may result in the relevant sum is charged back, i.e. debited from your Account.

11. Variations

- 11.1 We may change, alter, or amend, any and all of the terms and conditions of this Agreement from time to time.
- 11.2 Card scheme (Visa/MasterCard) rules set by MasterCard and Visa are applicable and you will agree to the changes from time to time initiated by us and / or the card scheme regulations such as Verified by VISA, MasterCard Secure, 3D secure or any upcoming regulations.

12. Notices

- 12.1 We will be flexible about how notices are given to you. They may be provided in writing including by statement of account, by facsimile, email, or by newspaper advertisement depending on the nature of the notice.
- 12.2 All notices you provide us in connection with this Agreement or your Merchant Facility should be in writing. You can give us a notice by posting it to the address notified in this Agreement or by transmitting by facsimile to the number in this Agreement. We reserve the right to seek confirmation from you before acting upon any facsimile received.

13. Warranties and Indemnities

- 13.1 You must not make any warranty or representation whatsoever in relation to any of your goods or service that may bind us.
- 13.2 The processing of any transaction by you or your presentation to us of any sales voucher shall constitute warranties to us that:
- All particulars are true;
 - The transaction and any sales voucher are valid; and
 - The transaction is not subject to any dispute, set-off, or counterclaim.
- 13.3 You will indemnify us on demand against all losses, expenses and damages we may suffer:
- As a result of your failure to observe your obligations under this Agreement;
 - As a result of MasterCard or Visa imposing fines, fees, or penalties on us in accordance with the Rules as a direct or indirect result of your failure to observe your obligations under this Agreement;
 - Arising out of any dispute between you and a Cardholder;
 - As a result of any error, negligence or fraud relating to a transaction by you, your servants, agents, employees, or contractors; or
 - Arising out of any damage to, or loss of the Terminals we supply due to your, or your employees', negligence or misuse.
- 13.4 If you suffer a Data Breach:
- You agree to give us and our agents full access to your systems and databases to facilitate a forensic analysis for the purpose of ascertaining:

- The extent of the account compromise, including how many cards have potentially been compromised, which cards may have been compromised, and the card information that may have been compromised;

- Whether any weaknesses in your system(s) permitted the account compromise, and if so, what the weaknesses are.

- If you use an external Service Provider, you agree to provide us and our agents, to the extent that it is possible, with full access to necessary outsourced components, including, but not limited to databases and website hosting systems.
- All reasonable costs of the forensic analysis will be borne by you;
- In order to continue processing Card transactions after such Data Breach, you will be required to undergo full PCIDSS accreditation (refer clause 15.0 of this Agreement). All costs of the accreditation exercise will be borne by you.

13.5 We will notify you if you generate excessive chargebacks. This may occur where either the value or number of chargebacks you generate is, in our own discretionary opinion, disproportionately high relative to your sales volume. Where this occurs, you must take immediate action to rectify the situation (we will provide you with advice and assistance in this regard). Failure to reduce your chargeback levels to satisfactory levels may lead to either or both of the following occurring:

- Your Merchant Facility being terminated by us;
- Card Scheme fines being levied on you.

14. Promotional Material

- 14.1 We will supply you with signs, decals and other promotional material relating to the acceptance of MasterCard and Visa branded cards.
- 14.2 You must prominently display all promotional material we supply to you.
- 14.3 You must not use any promotional material relating to Card acceptance that has not been provided or authorized by us.
- 14.4 You must cease using, and return to us, any decal, advertising or promotional material if we request you to do so or upon the termination of this Agreement.

15. Payment Card Industry Data Security Standards (PCIDSS)

15.1 You must comply with the PCIDSS, as they relate to you. The PCIDSS are a set of security standards mandated by the Card Schemes to ensure that Card and Cardholder information is safely stored and transmitted. Although the requirements of the PCIDSS vary according to the number and value of transactions you process, you should have regard to the following requirements:

- a) Install and maintain a firewall configuration to protect Cardholder data;
- b) Do not use vendor supplied defaults for system passwords and other security parameters;
- c) Protect stored Cardholder data;
- d) Encrypt transmission of Cardholder data across open, public networks;
- e) Use and regularly update anti-virus software;
- f) Develop and maintain secure systems and applications;
- g) Restrict access to Cardholder data by business need to know;
- h) Assign a unique ID to each person with computer access;
- i) Restrict physical access to Cardholder data;
- j) Track and monitor all access to network resources and Cardholder data;
- k) Regularly test security systems and processes;
- l) Maintain a policy that addresses information security.

15.2 Large Merchants may require an annual onsite review by an independent security assessor and/ or ongoing quarterly network scans. In all cases, we will advise Merchants who require an onsite review or quarterly network scan of their obligations in this regard. You acknowledge that you will comply with our requests regarding PCIDSS compliance, including allowing an independent security assessor nominated by us to access your premises and computer systems for the purpose of performing an onsite review at your expense.

16. Assignment

16.1 This Agreement is binding upon the parties, their executors, administrators, successors and assigns. Where you consist of any two or more persons, your obligations shall be joint and several.

16.2 You may not assign this Agreement to any other person without our written consent. We may transfer our interest in this Agreement, or give another person an interest or security in this Agreement without obtaining your consent.

17. Termination

17.1 You may terminate this Agreement at any time by giving us written notice.

17.2 We may terminate this Agreement at any time and for any reason, although undertake not to act unreasonably in exercising this right. The grounds on which we may do so include, but are not limited to, the following:

- a) We consider your ratio of chargebacks to sales, whether by number or value of chargebacks, to be excessive;
- b) You have substantially changed your line of business or the types of goods or services you sell without first having received our written consent to do so;
- c) We have concerns about your solvency, or the solvency of your business;
- d) We have concerns about your ability to meet or repay the amounts of any chargebacks that have been received, or that are likely to be received in respect of transactions you have previously processed;
- e) You have a significant adverse credit event recorded against you;
- f) We have reasonable grounds to suspect that you have fraudulently processed transactions, or have knowingly allowed fraudulent transactions to be processed through your Merchant Facility;
- g) You have committed a serious breach of this Agreement.

17.3 If the Minimum Levels of Turnover are not achieved within the stipulated timeframe, then the Bank has the right to levy additional charges which are applicable or terminate the Agreement.

17.4 We will endeavor to give you verbal or written notice before we terminate this Agreement. If we are unable to contact you, we reserve the right to terminate this Agreement without first providing you with notification. Where this occurs, we will give you subsequent written confirmation that your Merchant Facility has been terminated.

17.5 We reserve the right to terminate this Agreement with immediate effect and are not obliged to accept any transactions you process after the Agreement has been terminated.

- 17.6 In the event of termination for any reason, we reserve the right to withhold on the Account whatever amounts are necessary, or to require you to deposit into the Account additional amounts based on your processing history or anticipated risk of loss to us, to guarantee the payment of all chargebacks, fees, expenses, costs and damages of any kind which may be due by yourself to us, for the period of time during which Cardholder disputes may remain valid under the Rules. Any balance remaining after chargeback rights have expired and all other fees, expenses, costs and damages have been paid will be disbursed to you.
- 17.7 On termination you will ensure that arrangements are put in place for the immediate return of all equipment provided to you (Terminals, sales vouchers, equipment and other supplies). Fees and charges will continue to be incurred by you until the equipment is returned to us.
- 17.8 MasterCard and Visa each maintain a combined terminated Merchant file, containing details of all Merchants and their owners whose agreements have been terminated for cause. You consent to us providing this information to MasterCard and Visa for addition to these files in the event this Agreement is terminated for cause.

18. Change of Name or Address

You must notify us promptly in writing of any change in your name or address. Notification can be sent to us at the address stated in this Agreement or by transmission by facsimile to the number in this Agreement.

We will not be responsible for any errors or losses where we have not received adequate prior notice of a change in your name or address.

19. Miscellaneous

The Service fees and charges and any amendments thereof shall be published on the Bank's tariffs and may be changed from time to time.

The Merchant agrees not to utilize the POS device provided for any transaction that are deemed non Shariaa compliant, for example but not limited Night Clubs or locations engaged in the sale of Alcohol etc.

These Terms and Conditions constitute the entire understanding between its parties regarding the services provided for in these Terms and Conditions. They supersede and replace previously signed Terms and Conditions or Agreements, if any.

The Bank has right to amend all or any terms of this agreement from time to time without prior notice to customer. The Bank may notify the modifications through means it deems appropriate. The modifications are considered valid without a written approval from the Merchant

The Merchant shall read, understand, and fully comply with the terms and conditions stipulated in this contract, as amended, from time to time..

19.1 This Agreement is made on this day _____ between:

a. QIIB (Q.P.S.C.) whose address is P.O. Box 664, Doha, Qatar,

b. _____ whose address is P.O. Box _____

Doha, Qatar, represented by _____

_____ in his capacity as

_____ authorized to sign on behalf of _____

Tel. _____ Mobile _____ Fax _____ email _____

No. of device(s)	Retail Name	Location	Merchant A/C No.

(Additional locations may be included as attachment to this agreement at a later date)

20. Governing Law

This Agreement is governed by and construed in accordance with the laws of

the State of Qatar, and the parties are subject to the jurisdiction of the Qatari Law Courts.

21. Merchant Facility Type

Type of Merchant Facility required:

- Point of Sale (POS)
- eCommerce
- Dynamic Currency Conversion

22. Defined Segment

- Micro
- Private Petrol Station
- Other

23. Dynamic Currency Conversion (DCC)

QIIB agrees to provide, and the Merchant agrees to offer to its customers and to operate, in accordance with the instructions given by QIIB, the QIIB Service called "Dynamic Currency Conversion" Service (the "DCC").

23.1 DCC Service description

The DCC Service is integrated into the Point-Of-Sale ('POS') device(s) provided to the Merchant by QIIB. The DCC Service identifies when a customer of the Merchant has presented in payment a VISA or MasterCard branded credit card which is issued outside of the State of Qatar and in a currency other than Qatari Riyal (a 'foreign' card). The DCC Service will give the customer the choice of paying in QR or in his own 'home' currency.

23.2 DCC Service operation

The Merchant shall provide the DCC service in accordance with the instructions issued by QIIB from time to time.

It is the responsibility of the Merchant to obtain the consent of the customer for a payment in the customer's currency. The customer's consent will be primarily evidenced by the signature of the customer on the relevant payment receipt.

The Merchant shall retain a record of all DCC Service transactions.

23.3 Settlement of 'DCC' converted transactions All payments of DCC Service transactions are credited to the Merchant's account in QR, less the usual Merchant Service Fee.

QIIB settles the account of QIIB maintained in QIIB on a daily basis for all the sub merchants.

QIIB in turn should settle the actual merchants.

QIIB shares the XML and pdf of daily statement to QIIB.

The Merchant account statements will not evidence details of foreign currency payments.

23.4 The Rebate

For DCC Service transaction (where payment is made

in a foreign currency), QIIB will pay the Merchant an amount equivalent to a percentage of the original QR transaction value (the "Rebate"). Rebates will be paid to the Merchant in aggregate on a monthly basis within 10 working days of the end of each Gregorian calendar month.

Transactions which are voided, refunded (in whole or in part), or subject to charge-back will not qualify for a Rebate.

23.5 Refunds

Any DCC Transaction amount paid in a non-QR currency shall, if refunded, be refunded by QIIB to the customer in that currency for an identical amount.

Similarly, the refunded transaction will be debited from the Merchant account in the exact QR amount of the original credit.

23.6 Staff training

It is the responsibility of the Merchant to provide adequate training to its staff for the satisfactory operation of the DCC Service.

QIIB may provide training material to the Merchant. In addition, QIIB may organize training sessions intended for the Merchant's staff, which the Merchant's staff shall attend.

This agreement has been executed in two original copies, each party has one copy.

The duration of the Agreement is 1 year (one year)

commencing _____ automatically

renewable for one or more similar durations unless either party advises the other of its desire not to renew with a registered post.

Authorized Signatory for the Bank	
Name	
Title	
Signature	
Date	
Authorized Signatory 1 for the Merchant	
Name	
Title	
QID	
Signature	
Date	
Authorized Signatory 2 for the Merchant	
Name	
Title	
QID	
Signature	
Date	
Authorized Signatory 3 for the Merchant	
Name	
Title	
QID	
Signature	
Date	
Authorized Signatory 4 for the Merchant	
Name	
Title	
QID	
Signature	
Date	

For Bank Use Only

I have checked the details and documents given by the Customer and I have verified their signature(s). I have processed the request as per the above.

Signature _____
 Date _____
 Signature _____
 Date _____

Staff Name _____
 Staff No. _____
 Manager Name _____
 Staff No. _____