

USER AGREEMENT AND TERMS AND CONDITIONS

Welcome to stc pay

These terms and conditions ("**Agreement**") are provided by **stc pay Bahrain B.S.C. Closed ("SPB")** and **stc pay Bahrain Remittances B.S.C. Closed ("SPR")**, where they may be jointly or severally referred to as "**stc pay**" (as the context maybe).

Using **stc pay**'s platform(s), App, products, or services means that You have accepted all the terms and conditions in this Agreement.

In this Agreement, "You," "Your", and "Their" refers to the user of **stc pay** and "We," "Us," "Our," refers to **stc pay**.

We may amend this Agreement at any time by posting a revised version on Our website and/or on the App. The revised version will be effective at the time We post it. If the revised version includes a substantial change, We will provide You with a notice of any substantial change by pushing a notice to You on the App.

1. STC PAY

We are **stc pay Bahrain B.S.C. (Closed)**, a company registered in Kingdom of Bahrain, whose registered office is at Block 428, Road 68, Building 15, Flat 10, Office 101, Al Seef, Kingdom of Bahrain. **stc pay Bahrain B.S.C. (Closed)** and **stc pay Bahrain Remittances B.S.C (Closed)** are licensed by the Central Bank of Bahrain as an Ancillary Services Provider and Money Changer respectively.

You can contact Us by telephoning Our customer service team at +973 77 123 123, or by writing to Us via email at info@stcpay.com.bh or contactus@stcpay.com.bh, reaching out through Our official social media channels, or at Our website: <https://www.stcpay.com.bh>. The foregoing may be referred to as "**Customer Service Channel(s)**". Our registered office is at Block 428, Road 68, Building 15, Flat 10, Office 101, Al Seef, Kingdom of Bahrain

If We must contact You, We will do so by telephone, email, or any other method available to Us.

2. DEFINED TERMS

The following defined terms appear in this Agreement.

Affiliate	means a third party or one owned or controlled by Us or any entity controlled by, in control of, or under common control with Us.
App	means the stc pay mobile application that can be downloaded from Apple App Store, Google Play Store, or Huawei AppGallery.
Application	means internet or mobile-based services and applications.
Available Balance	means the amount labelled as such on the stc pay mobile application reflecting the total amounts transferred to Your stc pay Wallet Account within the Recharge Limit and is the balance of funds You

	can use from Your stc pay Wallet Account in accordance with this Agreement.
Business Day	means any day other than a Friday or Saturday or a public holiday in the Kingdom of Bahrain.
BHD	means Bahraini Dinars.
CBB	means the Central Bank of Bahrain.
CBB Guidelines	means the regulatory guidelines issued by the CBB, as amended from time to time.
Credentials	means Your password, PIN, and access keys, including biometric data.
Cut Off Time	means the last time for making or receiving payments under the relevant payment scheme.
International Remittances Or Remittance Service	means the transfer of funds from Your Available Balance to a Receiver in a country other than the Kingdom of Bahrain.
Policies	means all applicable policies, notices, procedures, specifications, FAQs, guides, and guidelines that are provided or made available to You, appear on the stc pay mobile application or are referenced in this Agreement.
Provider	means third-party service providers enrolled in the Wallet Services.
Recharge Limit(s)	means the limits of funds that You can transfer in a period to Your Available Balance, as set by stc pay from time to time, in Your Wallet Account, including but not limited to recharge transfers, cash-in, reversals and any other forms of transfers into Your Wallet Account. Currently, the Recharge Limit is BHD 2,500.
Receiver	means the person You specify via the stc pay App as the receiver of funds transferred via the International Remittance of the Wallet Services.
Recurring Payment	means a payment authorization given by You to a merchant to charge Your selected payment method at regular intervals for fixed or variable amounts over a specified period.
Remittance Intermediaries	means third party money transfer and transmission companies that power and service International Remittances as part of the Wallet Services.
stc pay Materials	means any software (including without limitation developer tools, sample source code, and code libraries), data, materials, content, and printed and electronic documentation (including the Specifications and any integration guides) developed and provided by Us or Our Affiliates to You for download from the stc pay mobile application. stc pay Materials do not include any software, data or other materials specifically made available by Us or Our Affiliates under separate license terms or that were created by a third party, including without limitation software provided under an open-source license.
Wallet Account	means the account You have opened with stc pay for the use of the Wallet Service.

Wallet Services Or Service	means the payments and/or remittance services We provide under this Agreement.
--	--

3. OPENING WALLET ACCOUNT

Your Wallet Account is an e-money account. You acknowledge that Your Wallet Account is not a bank account. There is no overdraft facility available on Your Wallet Account.

stc pay is not a bank, and the **stc pay** Wallet Services are payment processing services rather than banking services. **stc pay** is not acting as a trustee, fiduciary or escrow with respect to Your funds but is acting only as an agent to You, and custodian to Your funds.

3.1. **Eligibility**

- 3.1.1. You must be at least 18 years old and have a valid CPR (Central Population Registry) card issued by the Kingdom of Bahrain to open a Wallet Account.
- 3.1.2. You must not be a person barred from receiving Wallet Services under the laws of the Kingdom of Bahrain.
- 3.1.3. You are required to have an eligible device to use the Wallet Service. We, at Our own discretion, shall determine which devices are eligible to be used with the Wallet Services and shall provide You with a list of such devices or types thereof on request by You in the event You encounter an issue. Devices that have been unlocked in an unauthorized fashion or otherwise modified may not be eligible to use the Wallet Services.

3.2. **Beneficial Owner**

- 3.2.1. You must be the beneficial owner of the Account and conduct activities only on behalf of Yourself.
- 3.2.2. You may not assign the use of the **stc pay** App to anyone else. You agree and acknowledge, at Your full risk and liability, that You are the personal holder of the Wallet Account and, consequently, the primary holder of the debit/credit card(s) whose credentials may be necessary for payments using **stc pay**.
- 3.2.3. You shall not share any passwords, PIN codes, card details, IDs related to a transaction authorization or login to **stc pay**. You shall be liable for any such disclosure and for any losses sustained because of such disclosure or by any act of negligence. All transactions initiated by You from any payment instrument registered in the App are under Your liability.

3.3. **Information**

- 3.3.1. To open and maintain a Wallet Account, You must provide Us with Your correct and updated Information. You represent and warrant that: such information that You provide to Us, remains correct, valid, up to date, and no misrepresentation has been made by You.

3.4. **Contact Information**

- 3.4.1. It is Your responsibility to keep Your primary email address and mobile phone number up to date so that **stc pay** can communicate with You electronically. You understand and agree that if **stc pay** sends You an electronic communication,

but You do not receive it because Your primary email address or mobile phone number on file is incorrect, out of date, blocked by Your service provider, or You are otherwise unable to receive electronic communications, **stc pay** will be deemed to have provided the communication to You effectively. Please note that if You use a spam filter that blocks or re-routes emails from senders not listed in Your email address book, You must add **stc pay** to Your email address book so that You will be able to view the communications We send to You. You can update Your primary email address, mobile phone number, or physical address at any time by logging into the App. If Your mobile number and/or email address becomes invalid such that electronic communications sent to You by **stc pay** are returned, **stc pay** may deem Your Wallet Account to be inactive, and You will not be able to conduct any activity using Your **stc pay** Wallet Account until We receive a valid, working primary email address and mobile phone number from You.

3.5. **Identity Verification**

- 3.5.1. You agree to provide **stc pay** with a copy of Your CPR. You authorize **stc pay**, directly or through third parties, to make any inquiries We consider necessary to validate Your identity.
- 3.5.2. While verifying Your identity, We may use third parties that use image processing technics and artificial intelligence to ensure that the CPR provided by You is valid, authentic and not forged. We may also use third parties that will capture Your portrait photos (selfies) to verify that You are alive and Your portrait photos match the photo on Your CPR.
- 3.5.3. While verifying Your identity, We may use the Electronic Know-Your-Client platform (known as "**Wathiq**") that is developed by BENEFIT and designed to digitally authenticate, receive, and verify Your identity and information from the Information & eGovernment Authority ("**IGA**") and others (CBB licensees) periodically to **stc pay**.
- 3.5.4. You agree that "Wathiq" will collect the following information as per CBB's requirements when You request a financial service from **stc pay**:
 - Personal and ID Information
 - Contact Information
 - Account Details
 - Employment Details
 - Residency Information
- 3.5.5. You are aware that Your information will be retained by **stc pay** for 10 years and might be shared with third parties within and outside Bahrain for the purposes of a regulatory requirement, cloud storage, statistics, and other reasons in line with applicable laws and regulations.

You have the right at any time to withdraw the consent provided. You understand that withdrawal of consent will only be applicable to future use of Your personal data and will not in any way impact the legitimate use of the personal information prior to the withdrawal of the consent.

For more details, You may refer to BENEFIT's privacy policy, available on <https://www.benefit.bh/privacypolicy/>

- 3.5.6. You confirm with Your full legal capacity that You have read the above and understood the purposes in which **stc pay** collects and retains Your information and provide consent to "Wathiq" to process and transfer this information for eKYC purposes.
- 3.5.7. We may ask You for further information or documentation, requiring You to provide additional identification documents (such as passport, driving license, etc.), requiring You to take steps to confirm ownership of Your phone number and email address, or requiring You to provide proof of address.
- 3.5.8. We may verify Your information against third-party databases or through other sources.
- 3.5.9. We may reject opening Wallet Account in case We are not satisfied with the identity verification without an obligation to assign any reason for such refusal.

3.6. **Updates to Information**

- 3.6.1. You agree to provide Us with current, accurate, complete, and updated information. If Your information changes, You need to inform us immediately of any changes in Your information. We may also acquire the changes from Wathiq platform or other third parties and update Your information. Based on the information changes, We may decide to block Your Wallet Account.
- 3.6.2. If Your CPR validity expires or is about to expire, We will notify You and expect You to provide Us with a valid CPR. In case You fail to provide Us with a valid CPR, We may decide to block Your Wallet Account.

3.7. **Sharing Information**

- 3.7.1. You agree to permit access and share Your information with Our third-party suppliers to be able to provide You with Wallet Services.
- 3.7.2. You also agree that We may (or through Our Suppliers) analyze Your information for marketing purposes. You explicitly grant Us such rights when You use the App. You further accept to receive notifications from Us about Our products, Services and Promotions (offers).

3.8. **Personal Information**

- 3.8.1. **stc pay** is the Data Controller of the Personal Information in connection with the provision of Wallet Services.
- 3.8.2. **stc pay** may also act as a Data Processor of Personal Information in connection with the provision of Wallet Services.
- 3.8.3. The capture, processing, and retention of Personal Information by **stc pay** is a mandatory requirement under applicable law in respect of the application for and usage of Wallet Services.
- 3.8.4. Personal Information submitted to **stc pay** may be stored and processed by computerized or other means by **stc pay** and or any third-party entity to which **stc pay** elects to outsource data hosting or data processing aspects of the Wallet Services.
- 3.8.5. You are aware and provide Your consent that Your personal data provided to **stc pay** may be disclosed and shared with **stc pay's** affiliates, business partners and

other service providers that may be engaged in providing the services to You as a part of the Wallet Services.

- 3.8.6. You may at any time withdraw Your consent and request that **stc pay** stop processing Your Personal Information by sending an email to dpo@stcpay.com.bh. Upon the processing of such a request **stc pay**, as appropriate, shall immediately suspend access to Your Wallet Account, and You shall immediately surrender the prepaid card to **stc pay**.
- 3.8.7. You may at any time request that **stc pay** provide access to or copies of Your Personal Information by sending an email to dpo@stcpay.com.bh. Upon processing of such a request **stc pay**, as appropriate, shall contact You to plan for such Personal Information to be provided in a secure and convenient format.

4. SUSPENDING WALLET ACCOUNT

We may temporarily suspend Your Wallet Account:

- 4.1.1. if incorrect password and/or incorrect biometric identifications are used consecutively. If this happens, You can request assistance from our customer contact center at +973 77123123 to reset Your account and/or password;
- 4.1.2. if We believe that there are fraudulent transactions involving Your Wallet Account;
- 4.1.3. if requested by the CBB or any other regulator or law enforcement; or
- 4.1.4. if We receive any information that prevents Us from providing Wallet Services to You.

5. INACTIVITY OF THE WALLET ACCOUNT (DORMANCY)

- 5.1.1. If there has been no transaction initiated by You on Your Wallet Account for six (6) months or a period determined by **stc pay** or the CBB, We will mark Your Wallet Account as dormant. You will not be able to use Your Wallet Account if Your Wallet Account status is marked dormant. To reactivate Your Wallet Account, You must satisfy the 'know your customer' ("**KYC**") requirements. You may be required to provide additional and/or new identification (including other KYC related documents) to reactivate and gain access to Your Wallet Account.
- 5.1.2. If Your Wallet Account is marked as dormant, We reserve the right to prevent incoming electronic and manual transfers into Your Wallet Account.
- 5.1.3. If Your Wallet Account is dormant and its balance becomes zero, We will have the right to close Your Wallet Account within a period determined by **stc pay** from the date of dormancy.
- 5.1.4. We will send You a notification before closing the Wallet Account by e-mail or through the App or other communication channels You have made available to Us.
- 5.1.5. **stc pay's** promotional credits, which You may have earned, will automatically expire when Your Wallet Account becomes dormant or is closed.

6. WALLET ACCOUNT CLOSURE

- 6.1.1. You may close Your Wallet Account at any time by following the instructions in the App. Upon Wallet Account closure, We will cancel any pending transactions, and You will forfeit any balances unless otherwise legally prohibited. You must withdraw Your Available Balance prior to closing Your Wallet Account.
- 6.1.2. You may terminate this Agreement by notice to **stc pay** via Our Customer Service Channels, but such termination shall only be effective on Your return to and **stc pay**'s receipt of the prepaid card and the cleared payment of all outstanding liabilities of Your Wallet Account to **stc pay** in full.
- 6.1.3. The whole amount of any negative balance on the Wallet Account and any outstanding or applicable charges will become immediately due and payable in full to **stc pay** on termination of this Agreement, the closure of Your Wallet Account or on the Wallet Account owner's bankruptcy or death.
- 6.1.4. You will be responsible for settling any outstanding amounts on the Wallet Account and shall keep **stc pay** indemnified against all costs, charges (including legal fees), and expenses incurred in recovering such outstanding amounts.
- 6.1.5. If there is a balance outstanding in favour of You on termination, after deducting all amounts that are payable by You whether by way of charges or otherwise, **stc pay** shall pay such balance to You or enable collection by You from **stc pay**.
- 6.1.6. **stc pay** may terminate this Agreement at any time by cancelling or refusing to provide the Wallet Services with or without prior notice and with or without cause.
- 6.1.7. You may not evade an investigation by closing Your Wallet Account. If You close Your Wallet Account while We are investigating, We may hold Your funds to protect **stc pay**, affiliates or a third party against the risk of reversals, chargeback, claims, fees, fines, penalties, and other liability. You will remain liable for all obligations related to Your Wallet Account even after the Wallet Account is closed.

7. DEATH AND BANKRUPTCY OF WALLET ACCOUNT OWNER

- 7.1.1. **stc pay** must be informed, in writing, upon the death, incapacity, dissolution, insolvency, or bankruptcy of the Wallet Account's holder, and **stc pay** shall not be held liable for any loss or damage, whether direct, indirect, or consequential, which may arise from any transactions that are affected prior to written notice having been received by **stc pay** of such death or insolvency.
- 7.1.2. Upon receiving notice of the Wallet Account holder's death or insolvency, **stc pay** shall suspend the Wallet Services until such time as it is satisfied that a duly appointed successor or court-appointed officer has been legally empowered to deal with the Wallet Account or that the heirs of the deceased Wallet Account holder have established their rights to the estate of the deceased Wallet Account holder in accordance with applicable law.

8. WALLET SERVICES

- 8.1.1. The Wallet Account is not a bank account, debit card or credit card account, and the Wallet Account owner will not be entitled to receive any interest on the funds loaded on the Wallet Account. No chequebooks or other payment instruments will be issued to the Wallet Account owner, and the Wallet Account

owner shall not be entitled to perform transactions that exceed the balance of the Wallet Account.

8.1.2. Usage of the Wallet Services is personal to the Wallet Account owner, and the Wallet Account owner shall be responsible for all transactions and charges.

8.1.3. By using the Wallet Services, the Wallet Account owner authorizes **stc pay** to:

8.1.3.1. Deduct the value of transactions from the balance of the Wallet Account, notwithstanding that such transactions may exceed the amount loaded on the Wallet Account.

8.1.3.2. Deduct all applicable Wallet Account charges from the Wallet Account as and when such charges accrue or arise

8.1.3.3. Perform currency conversions when transactions are made in a different currency to Bahraini Dinar

8.1.3.4. Debit the Wallet Account with all other liabilities that may be incurred by the Wallet Account owner through the use of the Wallet Services; and

8.1.3.5. Set-off any liability owed by the Wallet Account owner to **stc pay** against any amounts loaded on the Wallet Account.

8.1.4. You acknowledge and agree that **stc pay** may establish general practices and limits concerning the use of the Wallet Services without prior notice to You, including without limitation individual or aggregate transaction limits on the value or number of transactions during any specified time period(s) and Recharge Limits. In addition to any applicable account limits and Recharge Limits, We may restrict transactions to or from Your Wallet Account or limit access to Your Wallet Account in such amounts and for such time as We deem necessary to protect Us or other users if:

8.1.4.1. We are subject to financial risk,

8.1.4.2. You have violated any term of this Agreement,

8.1.4.3. any dispute exists involving Your Wallet Account or transaction conducted in connection therewith, or

8.1.4.4. it is needed to protect the security of Our systems.

8.1.5. We may restrict access to Your Wallet Account while We complete any pending investigation or resolve a pending dispute. We may also hold the funds in Your Wallet Account as required by law or court order or if otherwise requested by law enforcement or any governmental entity. For the facilitation of the foregoing, Your Wallet Account will show the Available Balance and the Current Balance. You will only be able to use funds showing in your Available Balance for payments and transfers from Your Wallet Account. Amounts in Your Current Balance exceeding the Available Balance may not be used for payments and transfers from Your Wallet Account, and they will automatically and gradually be transferred to Your Available Balance as soon as the Recharge Limit(s) permit doing so, otherwise, You may request the transfer of the full Current Balance to a bank account You own upon the closing of Your Wallet Account. **stc pay** may decline any request to load Your Wallet Account upon reaching the Recharge Limit(s).

8.1.6. **stc pay** may refuse to execute any transactions or orders or other use of the services if **stc pay** suspect fraud, a breach of the applicable Agreement by You

or a violation of the law. Transactions may also be delayed due to **stc pay**'s or a third party's compliance with its obligations under applicable anti-money laundering legislation, including if **stc pay** or the relevant third party suspects the transaction involves fraud. If **stc pay** refuses to execute a transaction or order or other use of the services, You will be notified, and We reserve the right to provide You with objectively justifiable reasons for the refusal unless it is unlawful for **stc pay** to do so or would compromise reasonable security measures.

- 8.1.7. Funding, payments, and transfers are displayed in Your Wallet Account, and You should check Your Wallet Account balance and transaction history regularly. You should report any irregularities or clarify any questions You have as soon as possible via the Customer Service Channels.
- 8.1.8. Except for Our role in offering the Wallet Services, We are not involved in any underlying sales transaction between You or any other user or merchant. We are neither the buyer nor the seller of the items or services the merchant offers for sale and are not a party to the sales contract. We will not mediate disputes between You and merchants or enforce or execute the performance of any sales contract.
- 8.1.9. We reserve the right to impose acceptable use terms in relation to the operation of Your Wallet Account and the provision of any Wallet Services, including the prohibition of certain categories of transactions, for example, payments in relation to gambling.
- 8.1.10. You must not use Your Wallet Account for any illegal purposes, including, without limitation, fraud and money laundering. If You conduct or attempt to conduct any transaction in violation of the prohibitions **stc pay** reserves the right to reverse the transaction, and/or close or suspend Your Wallet Account and/or report the transaction to the relevant law enforcement agency and/or claim damages from You.
- 8.1.11. We will consider any instruction for a payment transaction to have been authorized by You once You have given Us consent to carry it out. You consent to make a payment by following the on-screen prompts when using the App and using one of the tools We make available for You to confirm payments.
- 8.1.12. For the purposes of this Agreement, sending payments from Your Wallet Account means either: (a) making payments from Your Wallet Account to third-party beneficiaries or Providers, (b) instructing funds in Your Wallet Account to be transferred to another account in Your name with a third party or (c) withdrawing funds in cash.
- 8.1.13. We will send payments in accordance with Your instructions to third party beneficiaries or another account held in Your name that You specify to Us in accordance with Your instructions. When making payments to Yourself and not to a third-party beneficiary, We will only make a payment to a bank account or to debit or credit card where You are the named holder of such account.
- 8.1.14. All payment instructions must be made through the App. It is Your responsibility to ensure that accurate, complete, and correct payment instructions for the beneficiary of payment (including payments to Yourself) are provided to Us through the App.

- 8.1.15. This includes but is not limited to providing Us with the correct details for the beneficiary to whom You would like the payment sent. If You provide incorrect beneficiary details, We will not be liable for any loss You incur, although We will use reasonable efforts to assist You in the recovery of Your payment. We reserve the right to charge You a fee to cover Our reasonable costs for doing this. If We are unable to recover the funds on Your behalf, We will, on receipt of a written request from You, provide You with all available relevant information for You to claim repayment of the funds at no extra cost.
- 8.1.16. You are required to provide Us with any additional information that We request regarding payment within two (2) Business Days of Our request. You consent to Us to share Your personal information, including Your full name, address, and account number (and any other details as are required to enable Us to comply with Our anti-money laundering procedures) on the payment details to be sent to the beneficiary's bank or payment service provider to comply with anti-money laundering regulations.
- 8.1.17. You may revoke or cancel a payment instruction for a future outgoing payment transaction at any time prior to payment execution through the App. You are responsible for confirming via the App that a payment instruction has been received and processed by Us. We are not liable for any loss in circumstances where erroneous duplicate payment instructions are sent to Us by You.
- 8.1.18. If **stc pay** receives a payment instruction by the Cut Off Time on a Business Day, Your payment instruction will be deemed to have been received by Us on that Business Day. If Your payment instruction is received after the Cut Off Time or on a day that is not a Business Day, Your payment instruction will be deemed to have been received on the next Business Day.
- 8.1.19. After the receipt of a payment instruction, We will provide You with:
- 8.1.19.1. a confirmation of the successful or unsuccessful initiation and execution of the payment instruction.
 - 8.1.19.2. a reference number to track the status of the payment instruction, including:
 - (a) the date and amount of the payment instruction; and
 - (b) information relating to the payee.
 - 8.1.19.3. the value of the payment instruction, any related fees, or charges, including the actual currency and conversion rates used, and withdrawal charges, where applicable; and
 - 8.1.19.4. the date on which We received the payment instruction.
- 8.1.20. We will ensure that all payment instructions that We send to You or third-party beneficiaries under Your instructions are accompanied by the information required in accordance with the CBB Guidelines.
- 8.1.21. You must notify Us by telephone or in writing as soon as is reasonably practicable after You become aware of any unauthorized or incorrectly executed payments. To claim a refund for an unauthorized or incorrectly executed payment transaction on Your Wallet Account You must notify Us without undue delay after becoming aware of the unauthorized or incorrect transaction. **stc pay** will not be liable for incorrectly executed payments where You have failed to provide prompt notice of such matters. We will use reasonable efforts to recover the funds from the incorrect recipient of the funds and the recipient's payment service provider.

- 8.1.22. **stc pay** reserves the right to refuse Your payment instruction(s). For example, suppose You are in material breach of this Agreement, or We believe the payment to be unlawful. In these circumstances We shall notify You using Your supplied contact details, stating, wherever possible, the reasons for Our refusal and the procedure for rectifying any payment detail errors that led to the refusal, but We reserve the right to charge You a fee to cover Our reasonable costs for doing this. We are not obliged to notify You of Our refusal to execute the proposed transaction where We believe that such a notification would be unlawful.
- 8.1.23. Our Wallet Service permits You to authorize payments to merchants and billers directly. The actual payment will not be completed until the merchant or service provider processes Your payment authorization with Us. A merchant or service provider may delay processing Your authorization. The payment authorization will be held with Us until the transaction is completed.
- 8.1.24. You will comply with any technical and operational specifications provided or made available by Us with respect to the Wallet Service (the "**Specifications**").
- 8.1.25. We may make modifications, updates, or upgrades to the Wallet Services and/or the **stc pay** Materials.
- 8.1.26. You agree to pay all applicable fees whenever You use Our Service either directly with Us or Our Affiliates or through a Provider's Application. **stc pay** will notify You of the applicable fees from time to time but prior to You authorizing a payment transaction. All fees are within **stc pay's** discretion. If You use Our Wallet Services through a Provider's Application, You are only responsible for the fees associated with transactions that You authorize through that Application and for which the Provider notifies You that You are responsible when You register for or use the Application.
- 8.1.27. We reserve the right to change Our fees at any time. Fees are assessed against the amount of the transactions, including all applicable charges (e.g., shipping, taxes, etc.). All e-money and all fees, charges, and payments collected or paid through the Service are denominated in Bahraini Dinar (BHD). We will notify You of any changes to the fees at least thirty (30) days in advance of such changes coming into effect. If You do not agree to these changes, You can elect not to use the Wallet Services at Your convenience, and You may also terminate this Agreement without cost to You provided You tell us You wish to terminate before the end of the period, which is thirty (30) days from the date of the aforementioned notice.
- 8.1.28. To the extent permitted by law, We may set off, against Your balance in Your Wallet Account, or debit Your funding instrument for any obligation You owe Us under this Agreement, including without limitation any fees ("**Deductions**"). All Deductions are charged at the time We process a transaction and are deducted first from the transferred or collected funds and thereafter from Your Wallet Account's balance. If You owe Us an amount that exceeds Your balance of Your Wallet Account, We may charge or debit the funding instrument, or You will pay Us the full amount of the outstanding Deductions upon receipt of Our invoice. You will be liable for and pay Us upon invoice all costs associated with collection in addition to the amount collected, including without limitation attorneys' fees, court costs, collection agency fees, and any applicable penalty.

- 8.1.29. In the event there is an error in the processing of any transaction, You authorize Us to initiate debit or credit entries to Your Wallet Account to correct such error, provided that any such correction is made in accordance with applicable laws and regulations.
- 8.1.30. You are responsible for determining any, and all taxes and duties, including, without limitation, sales, use, transfer, value-added, withholding, and other taxes and/or duties assessed, incurred, or required to be collected, paid, or withheld for any reason in connection with any request for or performance or use of the Wallet Service, Your use of the App, the sale or purchase of any products or services, or otherwise in connection with any action, inaction, or omission by You or any affiliate of Yours, or any of Your or Their respective employees, agents, contractors, or representatives ("**Taxes**"). You also are responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority. We and Our Affiliates are not obliged to determine whether Taxes apply and are not responsible for calculating, collecting, reporting, or remitting any Taxes to any tax authority arising from any transaction.

8.1.31. **stc pay** offers below products and services:

Product/service	Description
IBAN:	An IBAN linked to Wallet Account to facilitate inward and outward bank account transfers.
PAYMENT CARDS:	A digital prepaid card to facilitate card payments. A physical prepaid card to facilitate card payments.
REMITTANCES:	International remittance to send money online to cross border destinations.
PEER TO PEER:	Option to send money to other stc pay Wallet Accounts.
BANK TRANSFERS:	Option to transfer funds to bank accounts in Bahrain.
BILL PAYMENT:	Option to pay bills to telecom companies, utility providers, schools, etc.
QR PAYMENT:	Option to pay for goods and services provided by merchants by scanning a specifically designed code (QR code) that identifies merchants.
MARKETPLACE:	Option to buy digital gift cards, insurance products, tickets, goods, and services provided by third parties.
PAYROLL:	Option to receive a salary from the employer in line with the rules and regulations of the Wages Protection System.

OTHER: **stc pay** may introduce other products and/or services, from time to time and will update these provisions accordingly.

8.1.32. **stc pay** also offers other supporting services that allow Wallet Account holder to update personal information (phone, email, device, PIN), see transaction history, get support, refer **stc pay** to a friend, see kiosk locations, control card features, explore offers and promotions, and close Wallet Account. **stc pay** may launch new products and services from time to time to enhance the usability and security of **stc pay**.

9. ADDING FUNDS TO WALLET ACCOUNT

9.1.1. You may deposit funds into Your **stc pay** Wallet Account through different channels:

9.1.1.1. by transferring funds from Your bank accounts (either using debit cards or EFTS transfers) or via any third-party Application (but not limited to: BenefitPay Application, Apple Pay) that is linked to Your third-party account or debit or credit card.

9.1.1.2. by transferring funds from Your bank accounts to the IBAN linked to Your Wallet Account or directly to your **stc pay** wallet account.

9.1.1.3. by using self-service machines (i.e., kiosks),

9.1.1.4. by receiving Your salary via **stc pay's** payroll system.

9.1.1.5. By receiving funds from other Wallet Accounts.

9.1.2. Your Wallet Account's maximum balance cannot exceed the Recharge Limit. We will inform You if this limit increases in the future, and We may limit Your ability to deposit and withdraw funds until You comply with Our requests for information.

9.1.3. By adding a debit card or credit card as a deposit method, You are providing **stc pay** with continuous authority to automatically charge that card to obtain the relevant funds when the card is used as a deposit method pursuant to this Agreement. You can stop the continuous authority in respect of any card by removing that card as a deposit method in Your Wallet Account via the App.

9.1.4. You should only use your own debit or credit cards to deposit your **stc pay** wallet account.

9.1.5. **stc pay** takes deposit security seriously ensuring the safety against debit and credit card fraud.

In cases where You as **stc pay** account holder is different from the debit or credit cardholder, we take extra precautions to ensure that the deposit was authorized, we may ask you to give us additional information about the cardholder, such as a valid cardholder identification document (passport, ID card, driver's license or any official document), card statements showing the deposit. This allows us to verify that the cardholder approved the transaction to deposit your **stc pay** wallet.

9.1.6. If you do not supply the correct cardholder information, your deposit will not be confirmed. **stc pay** reserves the right to cancel your deposit if the transition is declined for any reason or if you have supplied incorrect card information. If we become aware of or are notified of, any fraud or illegal activity associated with the deposit, the deposit will be canceled and you will be liable for all costs and

expenses arising from such cancellation, without prejudice to any action that may be taken against us.

- 9.1.7. All deposits using stolen, compromised, or hacked credit card details will be canceled and will put your account on disabled status.
- 9.1.8. If **stc pay** receives a refund request from the owner of the stolen/reported credit card that was used by you to deposit your account, **stc pay** will have the right to reverse this transaction and suspend your account immediately.
- 9.1.9. **stc pay** shall not be liable for any direct or indirect losses due to such deposit cancellation or account suspension.
- 9.1.10. **stc pay** reserves the right to refuse any such credit or debit card for payment at any time for whatever reason.
- 9.1.11. Credit card will be charged with the amount and currency as per the deposit clearly stated and accepted by you. **stc pay** is not responsible for additional charges that may occur outside of **stc pay**'s control such as Credit or Debit Card fees, exchange rates, additional taxes, and fees, etc.
- 9.1.12. The deposit instrument registration/enrollment in the App is subject to verification and authorization by the card issuer bank using the authentication tool provided to the card holder (i.e., PIN, 3D secure, Secure Code).
- 9.1.13. Any use of the App with the purpose of processing a transaction using bank payment instruments to a debit/credit bank account is subject to the bank's verification, authorization, and acceptance.
- 9.1.14. The maximum amount that may be loaded to the Wallet Account in an individual transaction and periodically shall not exceed the limits stipulated by **stc pay** from time to time.
- 9.1.15. Only BHD funds can be deposited to the Wallet Account.
- 9.1.16. While depositing funds to Wallet Account, charges and fees might apply. In case there is a charge, it will be communicated to You before You confirm the transaction.
- 9.1.17. When You send a deposit, the recipient is not required to accept it. Any unclaimed refunded or denied deposit will be returned to Your Wallet Account. We will return any unclaimed deposit to You within thirty (30) Days of the date You initiated the deposit.
- 9.1.18. You should regularly reconcile incoming payments with Your own records. You should be aware that the crediting of funds to Your Wallet Account does not mean that these transactions cannot be reversed. We reserve the right to reverse a payment where the payer or the payer's bank or payment service provider has reversed (or is likely to reverse) a payment to Your Wallet Account.
- 9.1.19. It is Your responsibility to ensure that accurate, complete, and correct references are ascribed for each incoming payment so that We can credit the funds into Your Wallet Account. If no reference is made or any required information is missing or incorrect in relation to the payment transaction, then We may:
 - 9.1.19.1. reject the payment transaction and not credit Your Wallet Account; or
 - 9.1.19.2. seek to obtain the missing or corrected information from the payer's payment service provider before crediting Your Wallet Account; or
- 9.1.20. On a risk-sensitive approach, request the required information from the payer's payment service provider after crediting Your Wallet Account. In such cases, We will not be liable for any loss You incur, although We will use reasonable

efforts to investigate and credit or return incorrect and inaccurately referenced payments into or from Your Wallet Account.

- 9.1.21. You should only use your own debit or credit cards to deposit your **stc pay** wallet account.
- 9.1.22. **stc pay** takes deposit security seriously ensuring the safety against debit and credit card fraud. In cases where You as **stc pay** account holder is different from the debit or credit cardholder, we take extra precautions to ensure that the deposit was authorized, we may ask you to give us additional information about the cardholder, such as a valid cardholder identification document (passport, ID card, driver's license or any official document), card statements showing the deposit. This allows us to verify that the cardholder approved the transaction to deposit your **stc pay** wallet.
- 9.1.23. If you do not supply the correct cardholder information, your deposit will not be confirmed. **stc pay** reserves the right to cancel your deposit if the transaction is declined for any reason or if you have supplied incorrect card information. If we become aware of or are notified of, any fraud or illegal activity associated with the deposit, the deposit will be canceled and you will be liable for all costs and expenses arising from such cancellation, without prejudice to any action that may be taken against us.
- 9.1.24. All deposits using stolen, compromised, or hacked credit card details will be canceled and will put your account on disabled status.
- 9.1.25. If **stc pay** receives a refund request from the owner of the stolen/reported credit card that was used by you to deposit your account, **stc pay** will have the right to reverse this transaction and suspend your account immediately.
- 9.1.26. **stc pay** shall not be liable for any direct or indirect losses due to such deposit cancellation or account suspension.
- 9.1.27. **stc pay** reserves the right to refuse any such credit or debit card for payment at any time for whatever reason.
- 9.1.28. Credit card will be charged with the amount and currency as per the deposit clearly stated and accepted by you. **stc pay** is not responsible for additional charges that may occur outside of **stc pay**'s control such as Credit or Debit Card fees, exchange rates, additional taxes and fees, etc.

10. IBAN (International Bank Account Number)

- 10.1.1. **stc pay** partnered with a Retail Bank licensed by the CBB, to provide International Bank Account Numbers ("**IBAN**") to **stc pay** Wallet Account holders. Therefore You agree to share all Your KYC documents and personal information with that bank for You to avail of the IBAN service.
- 10.1.2. You may prefer not to get an IBAN from that bank, and You will be presented with an option during the Wallet Account creation to disable IBAN creation for Your Wallet Account. If You prefer to link an IBAN with Your Wallet Account after You create Your Wallet Account, You can request an IBAN from the settings section of the App.
- 10.1.3. The IBAN provided to You is subject to:

- 10.1.3.1. The terms and conditions of the bank providing the IBAN service to You. You understand that the bank may, at its discretion, elect not to provide the IBAN service to You.
- 10.1.3.2. Any transaction that is using the IBAN is subject to transaction monitoring by the bank, and that bank may stop or suspend the transactions at its' discretion.
- 10.1.3.3. The IBAN details can only be accessed through the App. It will not be possible to see the IBAN details through the offering bank channels (retail branches, mobile application, e-banking application, call center, etc.)
- 10.1.3.4. Deposits performed through the IBAN are not subject to the deposit protection scheme.
- 10.1.3.5. The bank's account opening terms and conditions may apply.

11. CARDS

11.1. Card Issuance and Termination

- 11.1.1. A prepaid card will be issued by **stc pay** automatically and instantly when the Wallet Account is activated. Your prepaid card is linked to Your Wallet Account ("**Payment Card**"). You hereby agree and accept that We issue such Payment Cards automatically.
- 11.1.2. A physical prepaid card will be issued by **stc pay** upon request from the Wallet Account owner. Once requested, a physical prepaid card will be produced, personalized, and delivered to the Wallet Account owner. The physical prepaid card is linked to Wallet Account.
- 11.1.3. Your physical card will not be valid unless You activate the card, and by such activation, You will be accepting the terms applicable to Your physical card. You are free to decide whether You activate and accept the physical card and its terms or not. While activating Your physical card, you will create a personal identification number (PIN). On receipt of the physical card, You shall immediately sign in the signature section located on the reverse of the physical card.
- 11.1.4. The prepaid cards shall remain the property of **stc pay** at all times, and the Wallet Account owner shall be obliged on first demand to follow all instructions of **stc pay**, including where applicable, to surrender prepaid cards to **stc pay**, destroy PINs, and cease to use the prepaid cards.
- 11.1.5. The prepaid card will be valid for three (3) years from their issuance unless indicated otherwise on the prepaid card.
- 11.1.6. You have the right to cancel a physical card without charge if You do so within ten (10) days of activating the physical card. In other circumstances, We reserve the right to charge You a fee for cancellation where You have activated Your physical card.
- 11.1.7. Physical cards will be delivered to your registered address. During the delivery, You will be requested to verify your identity to the courier at the time of delivery.
- 11.1.8. We may terminate this Agreement and, accordingly, cancel the prepaid cards by providing You with thirty (30) calendar days prior notice at any time. We reserve the right to specify the reason for such termination.

- 11.1.9. On termination of this Agreement, all existing amounts owed by You shall become due and payable to Us.
- 11.1.10. Where You become bankrupt or insolvent, all existing amounts outstanding on the prepaid cards shall become due and payable immediately under this Agreement.
- 11.1.11. If You fail to comply with this Agreement, We may immediately terminate this Agreement, and You will be required to pay all outstanding amounts owed to Us. You will be responsible for all expenses, fees and costs incurred by Us, including legal fees incurred in obtaining payment from You.
- 11.1.12. We offer different types of prepaid cards with different benefits. You will be presented with available options to choose from and can upgrade or downgrade between available options. There might be fees and charges associated with different types of cards and the upgrades and downgrades between card types. These fees and charges are advertised on Our website and App. When you upgrade or downgrade your card, benefits of the new card will be granted from the upgrade/downgrade time.

11.2. **Family Cards**

- 11.2.1. We may in our absolute discretion issue a supplementary card to a person nominated by You and approved by Us. The issue of supplementary cards for family members shall be subject to terms and conditions.
- 11.2.2. You will be able to request up to 5 supplementary cards for family members (maximum of 2 cards for adults [between 18 and 75 years old] and 3 cards for children/minors [between 8 and 17 years old]) by providing required information regarding family members.
- 11.2.3. By requesting the family card(s), you agree that any applicable charges and fees related to family card(s) will be reflected to Your Wallet Account, and you understand that you are liable for any liabilities incurred under these supplementary card(s) in addition to the liabilities you may have under your main Wallet account and/or Card. Any use or actions conducted by a supplementary card shall be treated as if such use or actions had been conducted under your main Card.
- 11.2.4. The undertakings, liabilities, and obligations of the primary cardholder and supplementary cardholder(s) to stc pay and stc pay's rights shall not be affected in any way by any dispute or counterclaim or right of setoff which the primary cardholder and the supplementary cardholder may have against each other. In addition to the aforesaid, and as a separate undertaking, the primary cardholder shall be fully liable to stc pay for all charges and other liabilities incurred by the primary cardholder and the supplementary cardholder(s) notwithstanding any legal disability or incapacity of the supplementary cardholder, and the primary cardholder shall indemnify stc pay against any loss, damage, liability, costs, and expenses, whether legal or otherwise, incurred or suffered by stc pay by reason of breach of any terms and conditions by the supplementary cardholder.
- 11.2.5. Supplementary card(s) will have their own limits and main cardholder will be able to change the limits assigned to each supplementary card. However, all the spends performed by supplementary cardholders will be deducted from main

cardholder's stc pay Wallet Account. Supplementary cardholders will not have access to a separate stc pay Wallet Account, and all payments, charges, and fees, initiated by supplementary cardholders or associated to the supplementary cards, will be reflected to the main cardholder's stc pay Wallet Account.

- 11.2.6. Any cashbacks related to the payments of the supplementary cardholders will be credited into main cardholder's cashback account.
- 11.2.7. Main cardholder will be notified of any transaction performed by the supplementary cardholder and main cardholder will have full access to supplementary cardholder's transaction history. Any one-time passwords related to transactions of supplementary cardholders will be sent to main cardholder. Main cardholder can anytime suspend or block supplementary cards.
- 11.2.8. Supplementary cards will be issued as physical cards and family member's name will be used on the card as per the submitted application. Supplementary cardholders will not be provided a separate login to stc pay App.
- 11.2.9. Whenever a supplementary cardholder applies for his/her own stc pay Wallet Account and successfully opens a stc pay Wallet Account, supplementary card will be cancelled, and main cardholder will be notified on the same.
- 11.2.10. Validity of the supplementary card is dependent upon the validity of the main card. Upon termination or suspension of the stc pay Wallet Account of the main cardholder, all supplementary cards will be terminated or suspended.

11.3. **Loading and Unloading the Prepaid Card**

- 11.3.1. Prepaid cards are linked to their respective Wallet Account. When the Wallet Account is debited or credited, the Available Balance will be available for use through the prepaid cards.
- 11.3.2. Cash withdrawal transactions performed at Automated Teller Machines ("**ATMs**") may be subject to additional processing, fees, or rates of foreign exchange that are not under the control of **stc pay**. **stc pay** is not and shall not be held responsible or liable for the acceptance or cost of such transactions, which shall be the sole responsibility and liability of the Wallet Account owner.

11.4. **Safeguarding the Prepaid Cards**

- 11.4.1. Usage of the prepaid cards is extended to the Wallet Account owner at the Wallet Account owner's sole risk and responsibility. The Wallet Account owner must keep the prepaid cards and PIN separately and safe and secure and is advised not to make any written or other records of the PIN.
- 11.4.2. Usage of Wallet Services is extended to the Wallet Account owner at the Wallet Account owner's sole risk and responsibility. The safekeeping and security of all user credentials supplied by Wallet Services to the Wallet Account owner are at the Wallet Account owner's sole risk and responsibility, and the Wallet Account owner is advised not to make any written or other records of such user credentials.

- 11.4.3. You will not permit any other person to use the digital and physical cards and will always safeguard the digital and physical cards, and any personal identification number issued and keep it under Your personal control.
- 11.4.4. You must notify Us immediately if You become aware of any disclosure of or access to Your card by any third party.
- 11.4.5. You are required to keep Your contact details up-to-date and shall immediately notify Us of any change in Your contact details through the App or by contacting Us via the Customer Service Channels.
- 11.4.6. These terms are also applicable for the supplementary cards.

11.5. **Using Prepaid Cards**

- 11.5.1. Where transactions made by the Wallet Account owner are in Bahraini Dinars, no commission or foreign exchange fees shall be incurred. Where Transactions are made in a different currency to Bahraini Dinar, a currency conversion shall be affected at the prevailing rate of exchange and the currency conversion fee shall be charged and added to the amount of the transaction prior to debit from the Wallet Account.
- 11.5.2. Transactions performed by the Wallet Account owner, including but not limited to transactions via e-commerce websites and mobile applications, shall be at the Wallet Account owner's sole risk and liability; **stc pay** shall not be liable for any damage, liability, claims, or disputes arising from the use of the Wallet Services by the Wallet Account owner. For the avoidance of doubt, the only recourse available to the Wallet Account owner is via the Disputed Transaction and Chargeback process.
- 11.5.3. The Wallet Account owner agrees to avoid using the Wallet Services for any illegal transactions as may be defined from time to time by Mastercard international regulations, international authorities, and the laws of the Kingdom of Bahrain.
- 11.5.4. We shall not be responsible for any provider that refuses to accept digital and physical cards. We shall not be, in any manner, responsible for the goods or services that are provided to You, and You must contact the provider directly to resolve any issues with goods or services provided to You by a provider.
- 11.5.5. You are not permitted to use the Payment Cards for any illegal purpose, including the purchase of goods or services that are prohibited under the laws of the Kingdom of Bahrain. If You use the digital and physical cards for an illegal purpose, We shall have the right to cancel the cards, and You must pay all outstanding amounts immediately.
- 11.5.6. You shall not exceed the payment limit set by Us.
- 11.5.7. The limit of payments of all cards linked to Your Wallet Account shall be the Available Balance of Your Wallet Account, and You shall always comply with this limit. This limit is subject to change from time to time at our sole discretion. You can always check Your Available Balance by logging in to Your Wallet Account via the App.
- 11.5.8. You will be able to access statements and summaries of transactions relating to Your card(s) via the App.
- 11.5.9. Upon carrying out any transaction using Your card(s), We will charge such amounts by automatically debiting Your Wallet Account for each transaction.

- 11.5.10. If, for any reason, the Available Balance of Your Wallet Account is not sufficient for the full repayment of amounts due on Your card(s), We will immediately:
- (a) freeze Your Wallet Account and Payment Cards and treat them as delinquent accounts.
 - (b) work towards a mediated settlement before taking any further action against You.
 - (c) You acknowledge and agree that not receiving the account statement does not excuse You from Your obligation to make payment of the amounts due on Your Payment Cards to Us. You can find out the due amounts on the Payment Card by accessing Your Wallet Account through the App. In the event You disagree with any amount charged to Your payment card as indicated in the statement, You must communicate the same to Us within a maximum of thirty (30) days of showing such transaction on the statement. Failing which, We will not be responsible if the transaction concerning such issue is not successfully disputed with the transaction processing bank or the biller.
- 11.5.11. You shall pay the non-refundable annual fee if any, upgrades and any charges for additional services based on the fees that are displayed through the App. Such fees and charges will be debited directly from Your Wallet Account.
- 11.5.12. We reserve the right to amend our charges and fees or any other term under this Agreement from time to time at our discretion. Any such variations or amendments will become effective and binding on You within thirty (30) days from notifying You (unless We expressly mention a longer period) by any means We deem fit. Your use of the card(s) after the effective date of any change to this Agreement shall constitute Your unconditional acceptance of such change(s).
- 11.5.13. The value of all transactions made via Your card(s) will be charged to Your Wallet Account in the currency of Your Wallet Account as advised by Us. Such card transactions that are affected in currencies other than the currency of Your Wallet Account will be debited to Your Wallet Account after conversion into Your Wallet Account's currency at a rate of exchange to be determined by Us from time to time. All transactions that are conducted or contracted in currencies other than US Dollars or Bahraini Dinars will first be settled in US Dollars and then converted to and settled in the currency of Your Wallet Account.
- 11.5.14. We may, at any time, request any documents and/or information from You that We deem necessary to enforce this Agreement and/or provide the card(s) to You. Accordingly, You undertake to promptly provide Us with such documents and/or information.
- 11.5.15. You authorize Us to send Your cardholders' data declaration and account details to CBB, banks and any other applicable authorities. You authorize Us to obtain and/or disclose to the Benefit Credit Bureau or any other certified parties by CBB such information as may be required by Us (at our discretion) to prove, review, or manage Your Wallet Account and the cards.
- 11.5.16. You irrevocably agree that We may subcontract a part or all the services provided to You under this Agreement to any third party, whether that third party operates in another jurisdiction or territory. We shall remain liable to You for any recoverable direct loss or damage incurred exclusively due to such

subcontracting and maintain the confidentiality of any such information to the same extent as We do.

- 11.5.17. We shall not be liable for the refusal of any merchant or establishment to accept or honour the card, nor shall We be responsible in any way for the goods or services supplied to You. You must resolve any such complaints directly with the merchant or establishment. We shall have no responsibility in this respect. No claim by You against the merchant or establishment may be the subject of a claim against Us. We will credit Your card with the amount of any refund only upon receipt of a properly issued credit voucher from the merchant establishment.
- 11.5.18. We might block certain merchants, and/or countries based on our sole discretion without notification. We can apply limits on number of transactions or amounts per cardholder, per day, per month, per country. We might introduce additional controls.
- 11.5.19. We will cancel your card(s) including supplementary cards if your Wallet Account becomes dormant or if you don't pay the annual fees on time.
- 11.5.20. These terms are also applicable for the supplementary cards.

11.6. **Renewal, upgrade, downgrade**

- 11.6.1. We reserve the right to renew, upgrade, or downgrade the card tier / level based on Your card usage by notifying you at your registered details.
- 11.6.2. You might request an upgrade by paying the applicable fees and charges for each card You own (including supplementary cards) individually.
- 11.6.3. All cards have annual fees that are payable after 365 days of the card issuance date. We reserve the right to waive off the annual fees based on your usage or reflect the annual fees to Your Wallet balance or cashback account. We might also delay the charges and apply at a later time, or downgrade/block/cancel your card(s).
- 11.6.4. If you downgrade your card, supplementary card(s) might be cancelled/blocked/downgraded.
- 11.6.5. Main card holder will be responsible for the annual fees of all supplementary cards.

11.7. **Loss and Replacement of Cards**

- 11.7.1. We may issue You with a new digital and/or physical card in the following circumstances:
 - (a) You have reported the physical card as lost, stolen or destroyed; or
 - (b) the digital and/or physical card has been invalidated on suspicion of fraud or a suspicious transaction; or
 - (c) Your digital card is accessed or used by someone other than You without Your fault; or
 - (d) the validity period of the digital and/or physical card is due to expire; or
 - (e) because of technical, operational, or technological enhancements (including system enhancements); or
 - (f) to comply with any applicable laws, requirements, or regulations in the Kingdom of Bahrain.

- 11.7.2. Upon discovery of the loss or theft of a card, PIN or user credentials, the Wallet Account owner agrees to notify **stc pay** immediately.
- 11.7.3. The Wallet Account owner shall be required to provide Our authorized officer only with his/her Wallet Account number and any other personal information that may be requested to validate the identity of the Wallet Account owner.
- 11.7.4. The Wallet Account owner shall be solely responsible for all transactions that are affected through the use of the Wallet Services, whether performed with or without the knowledge and authorization of the Wallet Account owner prior to the loss or theft of the credentials being reported. **stc pay** does not take any responsibility/liability for any usage of the Wallet Services or transactions and strongly recommends the loss of cards, PIN, and user credentials to be reported immediately.
- 11.7.5. On receiving a request to re-issue a PIN, **stc pay** may, at its sole discretion, issue such a replacement PIN, the possession and use of which shall be governed by this Agreement.
- 11.7.6. On receiving a request to re-issue user credentials for Wallet Services, **stc pay** may, at its sole discretion, issue replacement user credentials, the possession and use of which shall be governed by this Agreement.
- 11.7.7. On receiving a request to re-issue, a prepaid card, **stc pay** may, at its sole discretion, issue the Wallet Account owner with a replacement prepaid card, the possession and use of which shall be governed by this Agreement.
- 11.7.8. By making an application for a replacement PIN, user credentials, and or prepaid card, the Wallet Account owner agrees that any relevant charges may be deducted from the Wallet Account prior to the provision of such replacements.
- 11.7.9. If the Wallet Account owner recovers a prepaid card which has been reported as lost or stolen or otherwise replaced, the Wallet Account owner shall hand over the recovered prepaid card/s to **stc pay** immediately.
- 11.7.10. These terms are also applicable for the supplementary cards.

11.8. **Disputes, Refunds and Chargebacks**

- 11.8.1. Your liability for unauthorized use of Payment Cards shall be limited by the following:
- 11.8.2. Where the unauthorized use:
 - (a) of Your physical card is due to loss or theft of the physical card; or
 - (b) of Your digital card is due to unauthorized use or access of Your digital card by a third party,Your maximum liability, prior to You reporting the loss or theft to Us, shall not exceed Your Available Balance or the amount of unauthorized transactions posted to Your Wallet Account, whichever is lower at the time of such loss or theft.
- 11.8.3. You should have no liability for any unauthorized transactions made using the cards after reporting it to Us if the following conditions were met:
 - (a) You notified us immediately and without delay in accordance with this Agreement; and

(b) You exercised attentive care in safeguarding the cards from the risk of loss, theft, or unauthorized use.

- 11.8.4. Where You inform us of unauthorized charges on Your cards, We shall ensure appropriate investigations are carried out to determine responsibility and liability. You must provide the necessary information and documentation to assist in the investigations as may be requested by Us. We will provide You with a reference or transaction number at the time of the report of loss, theft, or unauthorized usage of the card(s).
- 11.8.5. After Our receipt of a notification of loss or theft of a card, We will block the respective card. You will thereafter have no further liability if You have acted in good faith and with all reasonable care and diligence in safeguarding such card unless it has been proven to Us that You acted in bad faith. In case You recover the card, You shall report the matter to Us and the police and immediately hand over the recovered card to Us. You must not make any attempt to use a card that has been reported as lost or stolen.
- 11.8.6. The authorization and indemnity under this section shall remain in full force and effect unless and until We receive, and have had a reasonable time to act upon, notice of termination from You in accordance with the terms herein, save that such termination will not release You from any liability under this authorization and indemnity in respect of any act performed prior to the expiry of such time.
- 11.8.7. Your failure to sign any sales slip or mail order coupon will not relieve You from liability to Us in respect of the sales and mail orders.
- 11.8.8. We shall not be responsible for any loss or damage arising directly or indirectly from any malfunction/failure of the card arising out of Your mistake, the insufficiency of funds or any other reason either within or beyond Our control unless such direct and actual loss or damage occurs because of Our negligence.
- 11.8.9. **stc pay** will credit the Wallet Account with the amount of any refund only upon settlement of a properly issued credit from the merchant by the respective card association (i.e. Mastercard).
- 11.8.10. If the Wallet Account owner disputes a transaction, such dispute must be lodged with **stc pay** immediately. Upon receiving notification of a disputed transaction, **stc pay** will process the dispute in accordance with the Standard Dispute Resolution and Chargeback Process Rules (the “**Dispute Resolution Rules**”) of **stc pay**.
- 11.8.11. The Wallet Account owner agrees and accepts that the provisions of the Dispute Resolution Rules shall be binding upon him/her.
- 11.8.12. The Wallet Account owner agrees and accepts that the disputed transaction amount will be credited to the Wallet Account only if the dispute resolution process culminates in a decision in favour of the Wallet Account owner. For the avoidance of doubt, it is clarified that the Wallet Account shall not be credited during the dispute resolution process.
- 11.8.13. These terms are also applicable for the supplementary cards.

11.9. **Terms for enabling cards on third-party payment platforms**

- 11.9.1. These terms for enabling the Payment Card on third-party payment platforms and conditions (the “**Terms of Use**”) apply when You use Your Payment Card to

make payments via third-party payment platforms and technologies. For the avoidance of doubt, a reference to this Agreement includes these Terms of Use.

11.9.2. For the purposes of these Terms of Use, the following definitions shall apply:

"Devices" means a smartphone, tablet or smart watch or any other device which is compatible for use with the Third-Party Platform (as defined below) and that **stc pay** determines is eligible for the registration of cards to be used via such Third-Party Platforms.

"Passcode" means the secret code that is required to unlock a Device and/or access the Third-Party Platform on a Device; and

"Third Party Platform" means an online or mobile payment system and/or an electronic wallet service created by a third-party provider that enables You to add the credentials of Your Payment Card to make payments for purchases at merchants and payment acceptance portals that accept payment via such platforms.

11.9.3. In consideration for providing You with access to the Third-Party Platform, You agree to be bound by these Terms of Use along with the Agreement.

11.9.4. You are solely responsible for:

(a) maintaining the physical security of the Device and the confidentiality of the Device lock, PIN, Passcode, and other means to access the Third-Party Platform

(b) Your card credentials; and

(c) any other personal and payment information on or for the Device.

11.9.5. On sharing the Device and/or means of access to the Device with any person, that person may be able to use the cards and access the personal and payment information available in the Third-Party Platform. You are required to keep the Device, the Passcode, and the credentials secure in the same manner as a reasonable person would keep secure cash, cheques, debit or credit cards, and other personal identification numbers and passwords.

11.9.6. The Agreement and the Terms of Use do not change when you link Your card to the Third-Party Platform. The Third-Party Platform provides another way for You to make purchases with Your card.

11.9.7. Any applicable fees and charges that apply to Your Payment Card will also apply when You use the Third-Party Platform to access Your Payment Card. The Third-Party Platform provider and other third parties, such as data service providers, may levy additional charges on You as specified by them.

11.9.8. You can link Your Payment Card to the Third-Party Platform by following the instructions of the Third-Party Platform provider. You may only use the Payment Cards that We indicate to You are eligible for use on the Third-Party Platform. When You add a Payment Card to the Third-Party Platform, the Third-Party Platform will allow You to use the Payment Card to make transactions for goods and/or services where the Third-Party Platform is accepted as a payment method. You should contact Us where You wish to remove Your Payment Card from the Third-Party Platform. We can also block Your Payment Card from use via the Third-Party Platform at any time. You hereby agree and undertake to communicate only with Our Customer Service Channels should you have any

issues and not contact any Third-Party Platform unless We advise You otherwise in writing.

- 11.9.9. In the event of a breach of confidentiality of the Device, You shall be fully and solely responsible for and bear all charges, costs, losses, and damages whatsoever and howsoever arising from such breach. You shall immediately notify Us if the Passcode is breached or is disclosed to another person or entity. You should request Us to block the card due to such disclosure or breach.
- 11.9.10. In the event of fraud, loss, or theft of the Device, You are obliged to notify Us immediately. We will arrange to block all Third-Party Platform transactions for all cards. We reserve the right to refuse to permit any transaction if we suspect there is a breach of the Terms of Use, or that fraudulent or illegal activity is taking place in relation to the cards.
- 11.9.11. We may retain records of Your activity in the Third-Party Platform, including the most recent transactional data. We may also periodically collect and use technical data and related information (that does not personally identify You) because of Your use of the Third-Party Platform, including, but not limited to, technical information about Your Device. We may use this information to improve Our products or to provide services or technologies. We may provide Your details to third parties who perform services on behalf of **stc pay**, and therefore, You may be contacted by such third parties on Our behalf to service Your accounts.
- 11.9.12. By registering, adding and using the Payment Card (s) in the Third-Party Platform, You acknowledge that certain Payment Card account information may be transmitted to and stored within Your Device with the Third-Party Platform provider and/or on the system of a third party working with the Third-Party Platform provider, for purposes of the Third Party Platform. You acknowledge that such information may be used by the Third-Party Platform provider and/or the third party working with the Third-Party Platform provider. We shall not be responsible and have no control over the privacy and security of Your personal data and the information provided by You to the Third-Party Platform provider, which is governed by the privacy policy of and any agreement You may have with the Third-Party Platform provider.
- 11.9.13. The Payment Card is licensed to You for use only in accordance with this Agreement. We reserve all rights not expressly granted to You.
- 11.9.14. You are granted a non-exclusive, non-sub licensable, non-transferable, personal, limited license to install and use tokens and other credentials associated with the Payment Card to make payments with the Device in the Third-Party Platform solely in accordance with the Terms of Use. The license is limited to use on any Device that You own or control and as permitted by any applicable third-party agreements.
- 11.9.15. You shall not rent, lease, lend, sell, redistribute or sub-license any right to use any Payment Card credentials in the Third-Party Platform.
- 11.9.16. Your use of the Third-Party Platform is subject to third-party terms and conditions, and We shall have no responsibility or liability to You under Your agreement with that third party. It is Your responsibility to read and understand any third-party agreements before adding, linking, or using the card through the Third-Party Platform.

- 11.9.17. Except for liability that cannot be excluded under the laws of the Kingdom of Bahrain, We shall not be liable for any loss which You suffer by using the Third-Party Platform unless it is directly caused by Our gross negligence and/or willful misconduct.
- 11.9.18. **stc pay** is not the provider of the Third-Party Platform, and We are not responsible for providing the Third-Party Platform service to You. We are only responsible for supplying information securely to the Third-Party Platform provider to allow the use of the Payment Card on the Third-Party Platform.
- 11.9.19. We are not responsible for any failure of the Third-Party Platform or the inability to use the Third-Party Platform for any transaction. We are not responsible for the performance or non-performance of the Third-Party Platform provider or any other third parties regarding any agreement You enter with the Third-Party Platform provider or any other third party.
- 11.9.20. We are not responsible for and do not provide any support or assistance for any third-party hardware, software or other products or services. If there are any issues or questions with a third-party product or service, including issues pertaining to the operation of the Device, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance.
- 11.9.21. We have the right to suspend or terminate Your use of the cards on the Third-Party Platform, with immediate effect, if You breach this Agreement.
- 11.9.22. We have the right to suspend or terminate Your use of the Payment Card on the Third-Party Platform under the following circumstances and will provide You with notice if reasonably practicable:
- (a) due to the acts or omissions of the Third-Party Platform provider, including suspension of the Third-Party Platform, breaches of cardholder data or other security breaches; and
 - (b) suspension or termination for Us to comply with applicable law or orders from a competent regulator.
- 11.9.23. You can terminate linking Your card to a Third-Party Platform at any time by removing or de-linking all cards from the relevant Third-Party Platform. We can support You in doing so if You contact Us via the Customer Service Channels.
- 11.9.24. We may amend these Terms of Use at any time by posting a revised version on Our website or the App. We may communicate such changes to You in advance of the amendments taking effect. You accept and understand that it is Your responsibility to refer to the updated Terms of Use via the App.
- 11.9.25. These terms are also applicable for the supplementary cards.

12. REMITTANCES

The International Money Transfer (International Transfers or Remittances) Service offered on **stc pay** is provided by **stc pay Bahrain Remittances B.S.C. Closed**, a company licensed by the Central Bank of Bahrain as a 'Money Changer'. You hereby acknowledge and agree that this Wallet Service is powered and serviced by Remittance Intermediaries, and such International Remittances will be subject to special terms and conditions.

12.1. Processing Transfer

You will be able to transfer money from Your Wallet Account with the International Remittances service.

- 12.1.1. You understand that International Remittances may not be available in all countries due to certain applicable laws and regulations.
- 12.1.2. You can initiate a request for International Remittances ("**Remittances**") from the App. We will execute Your transaction in Bahraini Dinars (BHD) only.
- 12.1.3. Before confirming Your transaction, You have the responsibility to ensure that the Receiver's bank account details and details required for cash pickup and mobile wallet mode of transfer are correctly provided. We shall not be liable for any loss because of incorrect, incomplete, or erroneous information provided.
- 12.1.4. By authorizing the transaction, You accept all responsibility and authorize Us to debit Your account with the charges and value-added tax (VAT) applicable to such transactions.
- 12.1.5. Where the limits for external transfers are set by a third party, We will implement such limits and will not be held responsible for the failure of any of Your transactions which exceed the applicable limits.
- 12.1.6. You understand that We will not be liable for any loss or damage that may arise as a result of or in connection with the delay in transmission or non-delivery of this transaction or any mistake, omission, or error in transmission or delivery thereof or in deciphering the message for any cause whatsoever or the misinterpretation or the action of the destination bank or any act beyond our reasonable control.
- 12.1.7. You will bear all the service costs, such costs shall include, but are not limited to, fees, charges, taxes imposed by the authorities of the country where the funds are transferred, exchange fees, and transfer fees (the "**Service Costs**"). When practicable, We will share with You the breakdown of the costs prior to completing a transaction, highlighting that it is not always possible to calculate the costs in advance.
- 12.1.8. The Remittance Service will also allow You to make international transfers to the Receiver's bank account, in which case You will be liable for any additional fees when the currency of the transfer is different from the local currency or when the local regulations impose that the conversion is made at the time the Receiver receives the payment. The exchange rate applied in this situation may be less beneficial than those rates publicized and used between banks. **stc pay** is not liable for any difference between the rate publicized and the rate received.
- 12.1.9. You agree that **stc pay** cannot be held liable for damages in relation to:
 - (a) the provision of any incorrect information when processing the transfer,
 - (b) any delay in the processing of a transfer initiated through the Remittance Service, and results, without limitation, from events such as the transaction exceeding the authorized amount transfer or is restricted pursuant to any allowed per applicable laws and regulations, nor for
 - (c) a failure to complete a transfer, whether caused by the gross negligence of **stc pay** employees, agents, or representatives, except for the refund of the principal amount of the transfer.

12.1.10. The Remittance Service and related documentation are provided “as is” without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

12.2. **Service Limits**

- 12.2.1. You understand that **stc pay** imposes limits for International Remittances. You can view the limits on the App or Our website.
- 12.2.2. International transfer limits may change from time to time and without advance notice.

12.3. **Foreign Currency, Exchange Rates, and Transfer Fees**

- 12.3.1. The foreign currency exchange rate applied to the transaction will be the prevailing rate when the transaction is made.
- 12.3.2. The foreign currency exchange rate and transfer fee will be displayed on the transaction page (screen) and summary. The Receiver’s bank, Remittance Intermediaries and/or intermediary banks may apply additional charges for handling a wire transfer. In such cases, the Receiver will not receive the full amount of the payment You sent. We are not liable for any additional charges deducted by such entities.
- 12.3.3. All currency will be converted at the time of transfer. In a few countries, local regulations require the currency to be converted at the time the Receiver is paid, in which case the exchange rate may be subject to exchange rate fluctuations between the time of transfer and the time the Receiver collects the funds.
- 12.3.4. **stc pay** calculates its rate of exchange based on commercially available interbank rates plus a margin. The exchange rate, being subject to fluctuations, may be different/dissimilar from some publicity-reported commercial exchange rates used in transactions between banks and other financial institutions.
- 12.3.5. Transfer fees may change from time to time and without advance notice.

12.4. **Non-Fulfilment of Transfer (Payment)**

- 12.4.1. We reserve the right not to accept a transfer (payment) request from You or effect any transfer of funds on Your behalf if:
 - (a) We do not receive authorization from the bank card issuer.
 - (b) You are in breach of this Agreement.
 - (c) We are requested to do so by any regulatory body.
 - (d) We consider it necessary to do so to comply with any law or regulation.
 - (e) We are hindered or prevented by an event or circumstance outside of Our control, including, but not limited to, an act of God, the application of security regulations imposed by the government, riots, war, sabotage, riot, national emergency (whether in fact or law), martial law, fire, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, strike or technology failure of a service provider (“**Force Majeure Event**”).

12.5. Refunds

- 12.5.1. If We refund a transfer (payment), We reserve the right to deduct charges for any costs incurred, and the principal amount will be converted to the local equivalent at the prevailing buying rate of the day unless it is due to a technical issue, with no deficiencies on Your part, whereby the full original amount of the transaction will be refunded.
- 12.5.2. Refunds will only be provided as an amount back in Your Wallet Account.
- 12.5.3. Transfer fee may not be refunded in full, including VAT:
- (a) If the transfer is stopped by You,
 - (b) If the Receiver fails to provide the information required as per the policy, process, procedures, and regulations,
 - (c) If the Receiver is a minor and legally not allowed to collect the funds,
 - (d) If the Receiver does not collect funds sent via cash pickup mode of transfer within thirty (30) days. This period can be updated by **stc pay** without prior notice, as deemed reasonable and feasible,
 - (e) If the Receiver information provided by You is incorrect,
 - (f) If the Receiver is not available to collect the funds sent,
 - (g) If the Receiver's account is suspended or not active for any reason, or the Receiver's demise affects the account status, or Receiver is not able to collect the funds because of the beneficiary's demise, or
 - (h) In the case of Force Majeure Event(s).

12.6. Communication

- 12.6.1. International Remittances are an electronic, internet-based service. Therefore, You agree that We are under no obligation to provide communications in paper format. The following communications may be provided by electronic means:
- (a) This Agreement and any amendments or supplements to it,
 - (b) Your records of payments and transactions and any electronic confirmations of each individual transaction (i.e. via email or SMS),
 - (c) Any initial, periodic, or other notices provided in connection with the service,
 - (d) Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the service and/or
 - (e) Any other communication related to the service.
- 12.6.2. You acknowledge that the information You provide at the time of registration is correct and valid. You agree to promptly update the details on Your profile if Your e-mail address or any other information changes. Providing another person's details or acting on their behalf will hold You liable and subject to criminal prosecution.
- 12.6.3. **stc pay** offers free Short Messaging Service ("**SMS**") notifications in some countries to indicate that the transaction has been collected by the Receiver or

that funds are available for collection for the Receiver. Charges applied by the service provider are the exclusive responsibility of the sender or Receiver. **stc pay** is not responsible for any charges associated with SMS messages. If permitted by applicable law, the SMS will be sent to the sender's and/or Receiver's mobile number provided on this form. **stc pay** will send SMS to a gateway for delivery; however, delivery is the responsibility of the mobile service providers, and We cannot guarantee the safe receipt. **stc pay** is not responsible for technical malfunctions that occur outside of its proprietary system.

12.7. **Anti-Money Laundering, Counter-Terrorism Financing (AML/CFT) and Sanctions**

- 12.7.1. You agree that We may delay, block, or refuse to process any transaction without incurring any liability if We suspect that the transaction:
- (a) may breach any laws or regulations in Bahrain or any other country;
 - (b) involves any person (natural, corporate, or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by Bahrain, the United Nations, OFAC or any country; or
 - (c) may directly or indirectly involve the proceeds of, or be applied for, the purposes of, unlawful conduct.
- 12.7.2. You agree to provide all information to Us which We require to manage anti-money laundering or counterterrorism financing and economic and trade sanctions risk or to comply with any laws or regulations in Bahrain or any other country.

12.8. **Warranties and Indemnities**

- 12.8.1. You warrant, as at the date of Your application for registration and whenever You use the Remittance Service, that:
- (a) All information and documents provided to Us to process Your application for registration and any additional information and documents provided thereafter are true, complete, accurate and authentic in all respects, and You undertake to notify Us of any changes.
 - (b) You agree to be bound by this Agreement and to comply with all applicable laws and regulations.
 - (c) You have sole responsibility to safeguard and maintain the confidentiality of Your Wallet Account, PIN, verification codes (OTP) and other credentials related to **stc pay** and agree not to disclose or share them with anyone.
 - (d) You are acting on Your own behalf and not as an agent for any third party whose identity has not been disclosed to Us.
 - (e) You are sending money to an individual beneficiary, not associated with any corporate or charity organization, for a genuine legal and plausible reason and not for any illicit activities, against all the applicable laws and regulations.

- (f) You are not sending money to a corporate beneficiary or a charity account as it is not allowed to send money to corporate or charity accounts or beneficiaries associated therein.

12.8.2. Except for Your right to a refund, You will indemnify Us against all actions, proceedings, claims, damages, losses, costs, expenses, and liabilities of any nature caused by delay, non-delivery, non-payment, or underpayment of any payments sent through the service, or any breach by You of any representation or warranty made by You herein.

13. PEER-TO-PEER TRANSFER

- 13.1. You can initiate a request for electronic funds transfer ("**peer to peer**") from the App to another Wallet Account. We will execute these transactions in Bahraini dinar only.
 - 13.1.1. Before confirming the payments, You have the responsibility to ensure that the recipient's **stc pay** Wallet Account number is correctly provided. We shall not be liable for any loss because of incorrect, incomplete, or erroneous information provided.
 - 13.1.2. You acknowledge that the credit will be provided solely based on the **stc pay** Wallet Account number.
 - 13.1.3. By authorizing the transaction, You accept all responsibility and authorize us to debit Your account with the charges and value-added tax (VAT) if applicable on such transactions.
 - 13.1.4. Where the limits are set, We will not be held responsible for the failure of any of Your transactions which exceed the applicable limits.
- 13.2. You understand that We will not be liable for any loss or damage that may arise because of or in connection with a delay in transmission or non-delivery of Your transaction or any mistake, omission, or error in transmission or delivery thereof or in deciphering the message for any cause whatsoever or the misinterpretation or any act beyond our reasonable control.

14. BANK TRANSFER

- 14.1. Fawri+ and Fawri are online payment services introduced under the Electronic Funds Transfer System ("**EFTS**") in the Kingdom of Bahrain.
- 14.2. Through Fawri+, You can make a transfer from Your Wallet Account to a bank account in BHD, in near real-time, to a customer of a bank in Bahrain. Fawri+ comes with a daily limit of BHD 1,000 per Wallet Account that is used to transfer the funds. There are no fees for amounts up to BHD 100. For amounts above BHD 100 up to BHD 1,000, 110 fils will be charged per transaction. Fawri+ fund transfer instructions cannot be cancelled.
- 14.3. Fawri is a Deferred Net Settlement ("**DNS**") fund transfer service which allows You to transfer any amount up to BHD 2,500 in Bahraini Dinars to another beneficiary in Bahrain. Fawri payments are not immediate – Your instructions are processed as a batch minimum twice a day at stipulated times on business days. The charges for this

service will be 110 fils per transaction. Fawri transaction instructions can be cancelled up to 1 hour before the stipulated processing time. The timings for the Fawri service are as follows:

First session: Cut Off Time for customers: 7.45 am, Settlement time: 9.00 am
Second session: Cut Off Time for customers: 12.15 pm, Settlement time: 2.00 pm

- 14.4. Before confirming the payments, You have the responsibility to ensure that the recipient's International Bank Account Number ("**IBAN**") or the mobile number linked to the bank account for transfers within Bahrain and other details of the beneficiary are correctly provided. We shall not be liable for any loss because of incorrect, incomplete, or erroneous information provided.
- 14.5. You acknowledge that the credit will be provided solely based on the IBAN or mobile number, where applicable, of the beneficiary, and the beneficiary's name or other particulars may not be relied upon.
- 14.6. By authorizing the transaction, You accept all responsibility and authorize us to debit Your account with the charges and value-added tax (VAT) applicable to such transactions.
- 14.7. Where the limits for external transfers are set by a third party, We will implement such limits and will not be held responsible for the failure of any of Your transactions which exceed the applicable limits.
- 14.8. You understand that We will not be liable for any loss or damage that may arise as a result of or in connection with the delay in transmission or non-delivery of an electronic fund transfer or any mistake, omission, or error in transmission or delivery thereof or in deciphering the message for any cause whatsoever or the misinterpretation or the action of the destination bank or any act beyond our reasonable control.
- 14.9. Fawri and Fawri+ fund transfers initiated through the App will be fulfilled by KHCB, and KHCB's terms and conditions for electronic fund transfers may apply.

15. BILL PAYMENT

- 15.1. You can pay Your bills and invoices to telecom providers, utility providers, schools, etc., using Your Wallet Account.
- 15.2. From time to time, **stc pay**, at its sole discretion, can add to or delete bill payment options. The type and range of payment accounts that can be used for making payments may differ for each biller depending on biller specifications. There may be additional fees/charges when using certain types of payment accounts in respect of a biller. The terms upon which a payment can be made to a biller can differ depending on whether a card or a bank account is used to issue the payment instruction. In using the bill payment service, You agree to:

- 15.2.1. provide true, accurate, current, and complete information about Yourself (“**Registration Data**”), Your payment account details (“**Payment Data**”), Your biller details (“**Biller Data**”); and
 - 15.2.2. maintain and promptly update the Registration Data, Payment Data and Biller Data to keep it true, accurate, current, and complete always. If You provide any information that is untrue, inaccurate, not current, or incomplete, or **stc pay** suspects that such information is untrue, inaccurate, not current, or incomplete, **stc pay** has the right to suspend or terminate Your Wallet Account and refuse all current or future use of the Wallet Services.
- 15.3. **stc pay** assumes no responsibility and shall incur no liability if it is unable to affect any payment instruction(s) on the payment date owing to any one or more of the following circumstances:
- 15.3.1. If the payment instruction(s) issued by You is/are incomplete, inaccurate, invalid, and delayed;
 - 15.3.2. If the payment account has insufficient funds/limits to cover the amount as mentioned in the payment instruction(s);
 - 15.3.3. If the funds available in the payment account are under any encumbrance or charge;
 - 15.3.4. If payment is not processed by the biller upon receipt; or
 - 15.3.5. Circumstances beyond the control of **stc pay** (including, but not limited to, Force Majeure Event(s)).
- 15.4. **stc pay** does not provide mobile operator services and is only a reseller of prepaid mobile recharge services which are provided by telecommunications service providers. All sales of prepaid recharge on the App are final, with no refund or exchange permitted.

16. QR PAYMENT

- 16.1. You can pay for goods and services provided by merchants by scanning a specifically designed code (QR code) that identifies merchants.
- 16.1.1. It is Your responsibility to verify the amount to be charged to Your Account and merchant details before confirming the QR payment;
 - 16.1.2. **stc pay** reserves the right at any time to modify or discontinue, temporarily or permanently, QR payments;
 - 16.1.3. **stc pay** shall not be responsible for interception/misuse of QR Payments;
 - 16.1.4. **stc pay** shall not be liable if a transaction through QR payment does not materialize or is delayed or is incomplete due to any reason whatsoever;
 - 16.1.5. You acknowledge that if any third person obtains access to Your **stc pay** App, Wallet Account or PIN details, such third person would be able to carry out transactions. You shall be responsible for all transactions carried through QR payment on Your Wallet Account; and
 - 16.1.6. You are aware that **stc pay** may, from time to time, impose maximum and minimum limits on the QR payment. You realize, accept, and agree that the

same is to reduce the risks on You. You shall be bound by such limits imposed and shall comply with them.

17. MARKETPLACE

- 17.1. You can buy digital gift cards, insurance products, tickets, goods, and services provided by third parties/merchants.
- 17.2. **stc pay** is an intermediary that facilitates the sale and purchase of tickets, digital gift cards, and insurance products between You and the merchant.
- 17.3. **stc pay** does not, during the time of any transaction between You and the merchant, take ownership of any of the products/services provided by the merchant. Nor does **stc pay** at any point assert any rights or claims over the products/services offered by the merchant to You.
- 17.4. Merchant's terms and conditions will apply.

18. PAYROLL

- 18.1. **stc pay's** payroll services are provided to companies and it has its own terms and conditions.

19. PROMOTIONS, OFFERS, CASHBACKS, RAFFLES

- 19.1. From time to time, We may, at Our sole discretion, announce cashback programs, promotions, raffles, and offers (each, a "**Program**") on certain transactions made via Your cards or via certain types of cards (each, a "**Qualifying Transaction**") or via other Wallet Services.
- 19.2. We may create cashback programs and automatically enroll your Wallet Account to the cashback program for You to earn and accumulate cashbacks. Cashback programs might include creating a separate account where cashbacks will be credited and accumulated. For each Qualifying Transaction, We will calculate the cashback amount and credit the cashback amount to the account created specifically for the cashback program as per the terms and conditions of the cashback program advertised on the App and website.
- 19.3. We, at Our sole discretion, may not enable cashback, offers, raffles, or promotions for transactions on selected categories of merchants.
- 19.4. The terms of this section 19 will automatically apply to such Programs in addition to the specificities of the Program that We may announce from time to time. When a Program is launched, We will announce its applicable terms and conditions on Our Website. Programs are valid for personal, non-commercial use only.
- 19.5. Programs are subject to updates, limitations, modifications and/or termination by **stc pay** at its sole discretion. **stc pay** reserves the right to end a Program at any time.
- 19.6. **Qualifying Transactions for card cashback programs**
 - 19.6.1. Qualifying Transactions must be made with a digital and/or physical **stc pay** card,

- 19.6.2. Qualifying Transactions that We may specify for each Program do not include charges, card fees (if applicable), transactions that are reversed by merchants, foreign currency or domestic money orders and transfers, interest, unauthorized or fraudulent transactions, ATM withdrawals, or Wallet Account charges of any kind (as applicable),
- 19.6.3. Cashback will not be paid on transactions that You subsequently cancel or return for a refund,
- 19.6.4. Transactions made after the expiration and/or revocation of the Program are not qualified,
- 19.6.5. We, at Our sole discretion, may, from time to time, change the method for receiving cashback for a Qualifying Transaction.
- 19.6.6. Calculation of cashbacks will depend on the terms and conditions of the cashback offer. You can see the terms and conditions of cashbacks on the App and website.
- 19.6.7. Supplementary(family) cards may or may not be eligible for cashbacks as advertised if transactions performed by the supplementary card holders are identified as Qualifying Transaction.

19.7. **Payment of cashback**

- 19.7.1. Cashback will be earned automatically at the amount or rate that We specify for each Program and is provided by Us without impacting any other offers provided by the merchant.
- 19.7.2. In accordance with the then current Program, We will pay You any cashback earned on Your Qualifying Transactions by crediting the cashback account created for the cashback program within thirty (30) days from the date of the relevant Qualifying Transaction, provided that Your Wallet Account is valid and active. The cashback earned will be reflected on Your statement, available through the App. **stc pay** is not responsible for any delays, failure to deliver, or miscalculations of cashback.
- 19.7.3. Because cashback is paid within thirty (30) days from a Qualifying Transaction, if You close Your Wallet Account or Your Payment Card is cancelled before a cashback is credited, You will lose any cashback that has been earned but not yet added to Your current balance. In the event Your Payment Card is blocked or suspended for any reason whatsoever, then the cashback accumulated will be forfeited but may be reinstated at Our sole discretion.
- 19.7.4. Any Qualifying Transactions that are refunded to Your card will not be eligible for cashback, and any corresponding cashback credit will be cancelled or reversed (as the case may be). If such reversal of cashback generates a negative cashback amount, We will debit such outstanding amount from Your Wallet Account.
- 19.7.5. Each Program will have its own capped amount as the maximum amount You can receive, either the maximum amount monthly for all the offers or a separated maximum amount for selected merchants or transactions category.

19.8. **Cashback conditions**

- 19.8.1. Cashback payments credited to Your card will not count towards Your payment of the transaction for which cashback has been earned, and We will continue to charge Your Wallet Account in accordance with these terms.
- 19.8.2. Accumulated cashbacks can be transferred to other stc pay customers based on advertised terms and conditions. We might set minimum and maximum cashback amounts for transfers or stop the option of cashback transfers to other stc pay customers without giving further notice.
- 19.8.3. Accumulated cashbacks can be transferred to Your Wallet Account based on advertised terms and conditions. We might set minimum and maximum cashback amounts for transfers or stop the option of cashback transfers to Your Wallet Account without giving further notice.
- 19.8.4. We might provide options to exchange accumulated cashbacks for other rewards provided by third parties. We might set minimum and maximum cashback amounts for exchanges or stop the option of exchanges without giving further notice.
- 19.8.5. Cashbacks are not refundable under any circumstances.
- 19.8.6. We might introduce fees and charges for processing cashbacks and running the cashback program. In case any fees and charges are introduced, they will be advertised on the Website or App.
- 19.8.7. In case annual fees are due for Your card(s) including supplementary cards, We may deduct the due annual fees from Your accumulated cashbacks. If You don't have enough cashbacks to pay the due amounts, your future cashback earnings will be used for the payment of the remaining due amounts. In case your cashback balance is below zero, You will be given the option to top up your cashback account to pay the remaining due amounts.
- 19.8.8. We reserve the right not to credit any cashback earned or wipe off any cashback accumulated on Your Payment Card if You misuse Your card or Wallet Account.
- 19.8.9. We may also revoke/refuse/cancel any cashback from Your Wallet Account if:
 - (a) We suspect that You have abused the Program;
 - (b) We suspect that You have violated any applicable terms and conditions;
 - (c) Your Wallet Account is marked as dormant (as per clause 5 above); or
 - (d) We suspect that You have engaged in any activity it deems fraudulent or in violation of applicable law.
- 19.8.10. Cashbacks can only be earned, held, transferred, and redeemed as set out in these terms and conditions. Any other use, sale, exchange, or transfer of cashbacks, or attempt to do so, is a serious breach of these Terms and Conditions. Any cashbacks which are not earned and held in accordance with these Terms and Conditions will be invalid and cannot be redeemed.

19.9. **Stopping or changing a Program or cashback payments**

- 19.9.1. We can amend the terms of this section or remove Your ability to earn cashback at any time. We will inform You if We do this in accordance with the notification terms in Your Agreement.
- 19.9.2. Our decision on computation, lapse, cancellation, forfeiture, credit, debit, and re-installment of cashback shall be final, conclusive, and binding on You.

19.10. **Redemption of cashbacks**

- 19.10.1. All redemption options are subject to availability and stocks might be limited. If a redemption option is provided through a partner, partner's terms and conditions are applicable (including validity date, returns and refunds, warranties, limitations of liability).
- 19.10.2. The cashback amount required to redeem an option can be found on the App and We may change the amount without any prior notice.
- 19.10.3. At the time of redemption, your cashback balance must be equal to the redemption amount that You are requesting. Redemption offers cannot be used in conjunction with any other redemption option unless otherwise stated.
- 19.10.4. Once a redemption is made, it cannot be returned or exchanged back to cashbacks or any other redemption option.
- 19.10.5. If the redeemed option is faulty, the supplier's warranty will apply and You must contact the supplier for support and assistance.
- 19.10.6. If a redemption option is out of stock, We might offer you alternative options, it is Your decision to accept or refuse the options provided to You. In case you refuse the alternative options provided to You, cashbacks will be credited back into Your cashback account within 10 working days after your notification is received.
- 19.10.7. The images displayed on the App are for illustrative purposes only and the actual item may differ slightly.
- 19.10.8. If a delivery is to be made for redeemed options, delivery will be made to the registered address within 10 working days. If a delivery cannot be made for redeemed options or You are not reachable for 6 months after the redemption date, redeemed option will be considered as expired.
- 19.10.9. All conditions and warranties, whether expressed or implied and whether arising under legislation or otherwise, as to the condition, suitability, quality, fitness, or safety of any redemption option supplied are expressly excluded to the full extent permitted by law. Any liability that cannot be fully excluded is limited, where permitted, to replacing, repairing, or crediting the value of the redemption option at Our discretion.
- 19.10.10. If you book a flight, hotel, or car rental, and you wish to cancel or amend the booking reservation there might be fees and charges applicable by the supplier. Any additional fee resulting from a change or cancellation in the booking will be covered by You. Certain bookings might be non-refundable or changes to the booking might not be allowed.
- 19.10.11. If you order a voucher or e-gift card, You will receive the details of the gift card along with the code needed for utilization. If you face any issues while utilizing the voucher, You can contact Our call center. Vouchers and e-gift cards might have validity dates, if the voucher or e-gift card is expired, We cannot assist as you need to utilize the vouchers and e-gift cards within the validity date.

19.11. **Partner offers**

- 19.11.1. From time to time, We might work with third-parties to provide additional benefits or offers such as discounts, buy 1 get 1 free deals, or any other

benefits. These offers will have their own terms and conditions that will be communicated through the Website and App.

19.11.2. Third parties will have the full liability to provide the benefits as per the terms and conditions.

20. TERM AND TERMINATION

- 20.1. This Agreement commences on the date that You make a purchase using the Wallet Service or register for a Wallet Account with Us on the App. The Agreement will continue unless and until terminated in accordance with the provisions of this Section 20.
- 20.2. Unless otherwise agreed in writing by You, You may terminate this Agreement at any time by contacting any of Our Customer Service Channels and closing Your Wallet Account. Upon closure of Your Wallet Account, any pending transactions will be cancelled.
- 20.3. Except as otherwise agreed in writing, We may terminate the Wallet Service and this Agreement, for any reason at any time by providing prior written notice to You. Without limiting the foregoing, We may also suspend the Service and block access to Your Wallet Account (including, without limitation, the funds in Your Wallet Account) if:
- 20.3.1. You have violated any terms of this Agreement,
 - 20.3.2. We determine that You pose an unacceptable credit or fraud risk to Us,
 - 20.3.3. You provide or have provided false, incomplete, inaccurate, or misleading information (including without limitation any registration information) or otherwise engage in fraudulent or illegal conduct,
 - 20.3.4. We have security concerns regarding Your Wallet Account, including Your credentials, or
 - 20.3.5. We suspect unauthorized or fraudulent use of Your Wallet Account or any payment information in Your Wallet Account.
- 20.4. In such cases, We will inform You of the suspension of Your Wallet Account and the reasons for it, where possible and practicable, before the suspension and at the latest immediately thereafter, unless We determine giving such information would compromise security concerns or is prohibited by applicable law. We will reactivate Your Wallet Account or credentials or replace it or them, as applicable, once We have resolved the reasons for the suspension. You must notify Us if You wish to request Us to reactivate Your Wallet Account.
- 20.5. We will not be liable to You for compensation, reimbursement, or damages of any kind, direct or indirect, including damages on account of the loss of prospective profits, anticipated sales, goodwill, or on account of expenditures, investments, or commitments in connection with Your use of the Wallet Service, or in connection with any termination or suspension of the Wallet Service.

- 20.6. Upon termination of this Agreement for any reason:
- 20.6.1. You will remain liable for all fees, charges and other payment obligations that have been incurred through the date of termination with respect to the Wallet Service; and
 - 20.6.2. Your access to the App will be terminated.
- 20.7. In addition to any payment obligations under this Agreement, and any other terms which by their nature will survive the termination or expiration of this Agreement, such sections of this Agreement survive and remain in effect in accordance with these terms upon the termination of this Agreement.
- 20.8. Subject to section 20.6.1 above, If, after the termination of the Agreement, there are funds in Your Wallet Account, You may request the redemption of Your fund balance to be provided in cash or by transfer to Your bank account (in which case You will need to provide Us with Your bank account details). We will process the redemption request within one month of receipt of Your request. **stc pay** will do its best to provide redemption of the funds on Your Wallet Account by the method You have chosen but retains the discretion to determine the method to be used based on the balance of funds that You hold.

21. WARRANTIES

- 21.1. You represent and warrant to Us that:
- 21.1.1. You are eligible to register and use the Wallet Service and have the right, power, and ability to enter and perform under this Agreement and grant the rights, licenses, and authorizations You grant under this Agreement.
 - 21.1.2. the name identified by You when You registered is Your name or the business name under which You sell products and services.
 - 21.1.3. any sales transaction submitted by You will represent a bona fide sale by You as described on Your App or Application.
 - 21.1.4. You will only use the Wallet Service to transact on Your own account and not on behalf of any other person or entity.
 - 21.1.5. You and all transactions initiated by You will comply with all laws, rules, and regulations applicable to this Agreement, including any applicable tax laws and regulations.
 - 21.1.6. You will not use the Wallet Service, directly or indirectly, for any fraudulent undertaking or in any manner to interfere with the use of the Wallet Service.
 - 21.1.7. You are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.
- 21.2. We, Our licensors and Affiliates (and their licensors) make no express warranties or representations with respect to the provision of the Wallet Services.

- 21.3. We, Our licensors and Affiliates (and their licensors) do not represent or warrant to You that:
- 21.3.1. Your use of the Wallet Services will meet Your requirements.
 - 21.3.2. Your use of the Wallet Services will be uninterrupted, timely, secure, or free from error; and
 - 21.3.3. any information obtained by You because of Your use of the Wallet Services will be accurate or reliable.
- 21.4. No conditions, warranties, or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Wallet Services except to the extent that they are expressly set out in this Agreement.
- 21.5. **stc pay** does not guarantee continuous, uninterrupted, or secure access to any part of the Wallet Services, and operation of Our Wallet Services may be suspended for maintenance or upgrade or interfered with by numerous factors outside of Our control. **stc pay** will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, and cards are processed in a timely manner but **stc pay** makes no representations or warranties regarding the amount of time needed to complete processing because the Wallet Services are dependent upon many factors outside of **stc pay**'s control, such as delays in the banking system.

23. INDEMNITY

- 21.6. You will indemnify, defend and hold harmless Us, Our licensors and Affiliates (and their respective employees, directors, agents and representatives) from and against any and all claims, costs, actions, suits, reversals, chargebacks, claims, fees or demands and any related losses, damages, liabilities, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to:
- 21.6.1. any actual or alleged breach of Your representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of Our Policies or Association Rules;
 - 21.6.2. any actual or alleged infringement, misappropriation or violation of any third-party rights or applicable law by Your trademarks used in connection with the Wallet Services or App or Application using the Wallet Service;
 - 21.6.3. Your use of the Wallet Service; or
 - 21.6.4. any transaction submitted by You through the Wallet Service.

22. LIABILITY

- 22.1. IN NO EVENT SHALL **STC PAY**, its SUBSIDIARIES AND AFFILIATES, OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES OR SUPPLIERS BE LIABLE FOR LOSS OF PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH STC PAY WALLET SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) UNLESS AND

TO THE EXTENT PROHIBITED BY LAW. STC PAY'S LIABILITY, AND THE LIABILITY OF STC PAY'S SUBSIDIARIES AND AFFILIATES, OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

22.2. Notwithstanding section 21.1 above, We, Our licensors and Affiliates (and its licensors), will not be liable to You for any loss or damage which may be incurred by You because of:

- 22.2.1. any reliance placed by You on the completeness, accuracy, or existence of any advertising, or as a result of any relationship or transaction between You and any advertiser or sponsor whose advertising appears on the App;
- 22.2.2. any change which We may make to the Wallet Services, or any permanent or temporary cessation in the provision of the Wallet Services (or any features within the Wallet Services);
- 22.2.3. malfunction of the Wallet Services;
- 22.2.4. the deletion of corruption of or failure to store any communications data maintained or transmitted by or through Your use of the Wallet Services;
- 22.2.5. Your failure to provide Us with accurate account information; or
- 22.2.6. any fraudulent use of the Wallet Services.

23.COMPLAINTS

stc pay is committed to providing You with the highest possible standards of services and always ensuring Your complete satisfaction. It is a commitment We take it very seriously.

If You ever feel dissatisfied or require any support, please immediately notify Our Call Center on Tel +973 77 123 123 or e-mail: contactus@stcpay.com.bh , – and they will do everything they can to address any issue within a reasonable timeframe.

If You are a client of **stc pay** and are dissatisfied with or have a complaint about a product or service offered, u should let us know so that We can try to make things right. Also, by telling Us where You think We have failed, We will be in a better position to provide You with a better service in the future.

A complaint can be made by contacting **stc pay** using any of the following methods:

stc pay website:

Visit <https://stcpay.com.bh> or click on the "Contact us" link in the footer of any page on the website and complete the complaint form. You will receive a notification acknowledging Your complaint and You will be contacted within five (5) business days by the person handling Your case.

Email:

Please email the details of Your complaint to complaints@stcpay.com.bh. You will receive a notification acknowledging Your complaint and will be contacted within five (5) business days by the person handling Your case.

Letter:

Please write the details of Your complaint, including Your address, telephone number and email address (where available), and send it by post to:

Customer Complaints Officer/ Head of Compliance

stc pay Bahrain Office 101, stc Tower, Building 15, Road 68, Block 428, Seef, Manama, Kingdom of Bahrain (P.O. Box 21529).

You will receive a notification acknowledging Your complaint within three (3) business days and You will be contacted within five (5) business days by the person handling Your case.

If We are unable to provide an immediate solution to Your complaint, You will be provided with a complaint reference number, together with the approximate time frame required to resolve the matter. Upon completion of the investigation, You will be contacted with a full response.

Handling your complaint

stc pay has internal policies in place to address how complaints are managed. Once We have received Your complaint, We aim to resolve the issue as quickly as possible and in a consistent manner. Your complaint will be promptly acknowledged and investigated by the Customer Complaints Officer / Compliance Officer who is independent from **stc pay**'s day to day business functions and will be able to impartially investigate the circumstances giving rise to the complaint. If Your complaint is relating to the actions of the Compliance function of **stc pay**, it will be passed for investigation to an alternative senior manager that is not linked to the Compliance function.

In conducting the investigation, the individual handling Your complaint may contact You or Your authorized agent to request additional information which may be required to resolve the complaint. We may also, from time to time, get in touch to update You with Our progress.

Upon completion of any investigation, We will provide You with correspondence confirming the same. In case of a payment services related complaint, **stc pay** will comply with the relevant provisions imposed by the CBB, including all requirements to report or communicate information related to the complaint in the appropriate manner to necessary authorities. **stc pay** will also maintain records of the complaints it receives, and the measures taken for their resolution.

You reserve the right to take the matter up with the Consumer Protection Unit at the Central Bank of Bahrain if You are unsatisfied with **stc pay**'s response or its solution within thirty (30) days from receiving the response.

<https://www.cbb.gov.bh/consumer-information/#complaint>

24. Dispute Resolution

- 24.1. Any dispute arising out of this Agreement, regarding the Wallet Account / Wallet Services or the rights and obligations of the Wallet Account owner or **stc pay** shall be resolved in the manner described below.

- 24.2. If a dispute arises between You and **stc pay**, **stc pay**'s goal is to learn about and address Your concerns and, if We are unable to do so to Your satisfaction, to provide You with a neutral and cost-effective means of resolving the dispute quickly. Disputes between You and **stc pay** regarding the **stc pay** Wallet Services may be reported to Our Customer Service Channel online, or by calling +973 77123123 or through any official complaint channels provided above.
- 24.3. Failure to resolve the dispute amicably means that You agree that any such dispute must be resolved by a competent court in the Kingdom of Bahrain. You agree to submit to the personal jurisdiction of the courts located within Bahrain for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of Bahrain, without regard to conflict of law provisions.
- 24.4. All claims You bring against **stc pay** must be resolved in accordance with this Section of this Agreement. All claims filed or brought contrary to this Section shall be considered improperly filed and a breach of this Agreement.
- 24.5. If You have a dispute with one or more users, You release **stc pay** and its' Affiliates (and their officers, directors, agents, joint ventures, employees, and suppliers) from all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

25. GENERAL PROVISIONS

- 25.1. This Agreement is available in English language, and You agree that We will communicate with You, and You will communicate with Us in English during the term of this Agreement. When You visit the App or send e-mails to Us, You are communicating with us electronically. We communicate with You via the App and the e-mail address We have on file for You. By registering for the Wallet Service and accepting the terms of this Agreement, You affirmatively consent to receive notices electronically from Us. We may provide all communications and information related to the Wallet Service and Your Wallet Account, including without limitation agreements related to the Wallet Service, amendments or changes to such agreements or any Policies, disclosures, notices, transaction information, statements, responses to claims and other customer communications that We may be required to provide to You by law (collectively, "**Communications**") in electronic format. Communications may be posted to the App or sent by e-mail to the e-mail address We have on file for You, and all such Communications will be deemed to be in "writing" and received by and properly given to You. You are responsible for printing, storing, and maintaining Your own records of Communications, including copies of this Agreement. This condition does not affect Your statutory rights, including the right to request a copy of this Agreement.
- 25.2. We may modify the terms of this Agreement, the Specifications, any Policy, or the features of the Wallet Service at any time however We will provide You with at least thirty (30) days notice before We implement any such changes. We will notify You of any updated Agreement or Policy by posting it to Our App. If You do not agree to any

change to this Agreement, the Specifications, any Policy, or feature of the Wallet Service, You may terminate this Agreement and close Your Wallet Account without charge to You for such termination. You will be deemed to accept the changes to Policies, the Specifications, this Agreement, or the features of the Wallet Services (as applicable) if You do not terminate this Agreement by the date which is thirty (30) days from the date that We notified You of the change. You are always responsible for reading and understanding each version of this Agreement and Our Policies.

- 25.3. Nothing in this Agreement is intended to or creates any type of joint venture, employee-employer, escrow, partnership, or any fiduciary relationship between You and Us or Our Affiliates. Further, neither party shall be deemed to be an agent or representative of the other by virtue of this Agreement. Neither party is authorized to, and will attempt to, create, or assume any obligation or liability, express or implied, in the name of or otherwise on behalf of the other party. Without limiting the generality of the foregoing, neither party will enter any contract, agreement, or other commitment, make any warranty or guaranty, or incur any obligation or liability in the name or otherwise on behalf of the other party.
- 25.4. You may not assign or transfer any rights, obligations, or privileges that You have under this Agreement without Our prior written consent. Subject to the foregoing, this Agreement will be binding on each party's successors and permitted assigns. Any assignment or transfer in violation of this section will be deemed null and void.
- 25.5. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect and, upon Our request, the court will construe any invalid or unenforceable portions in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement and the rest of the Agreement remains in full force and effect.
- 25.6. This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed and interpreted in accordance with the laws of the Kingdom of Bahrain. All disputes arising from or related to this Agreement shall be determined in accordance with the dispute resolution procedures established by CBB from time to time.
- 25.7. This Agreement, including without limitation the Terms of Use and Policies, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes and cancels all prior and contemporaneous agreements, claims, representations, and understandings of the parties in connection with the subject matter of this Agreement. Except as expressly provided above, no modification or amendment of this Agreement will be binding on Us unless set forth in writing and signed by Us.
- 25.8. **stc pay** App and all other apps, URLs, logos, and trademarks related to the **stc pay** Wallet Services are either trademarks or registered trademarks of **stc pay** or its licensors. You may not copy, imitate, or use them without **stc pay**'s prior written

consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of **stc pay**. You may not copy, imitate, or use them without **stc pay**'s prior written consent. All rights, titles, and interests in and to the **stc pay** website, any content thereon, the **stc pay** Wallet Services, the technology related to the **stc pay** Wallet Services, and all technology and any content created or derived from any of the foregoing is the exclusive property of **stc pay** and its licensors.

- 25.9. If You receive Information about another user through the **stc pay** Wallet Services, You must keep the information confidential and only use it in connection with the **stc pay** Wallet Services. You may not disclose or distribute a user's Information to a third party or use the Information for marketing purposes unless You receive the user's express written consent to do so.
- 25.10. You may not transfer or assign any rights or obligations You have under this Agreement without **stc pay**'s prior written consent. **stc pay** reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.
- 25.11. **stc pay**'s failure or delay to act, with respect to a breach by You or others does not waive **stc pay**'s right to act with respect to such breach or any subsequent or similar breaches.
- 25.12. If **stc pay** pays out a claim, reversal or chargeback that You file against a recipient of Your payment, You agree that **stc pay** assumes Your rights against the recipient and third parties related to the payment and may pursue those rights directly or on Your behalf, in **stc pay**'s discretion.
- 25.13. By using any Wallet Service, You expressly accepts **stc pay**'s privacy policy posted on the **stc pay** website which includes details of how Your personal data and information will be used by **stc pay** and fraud prevention agencies, and Your personal data protection rights. We reserve the right to update it from time to time subject to notifying You on the same.
- 25.14. By selecting the "Continue" tab at the starting screen, You confirm that You have read this Agreement, You agree to all terms, conditions, and notices contained or referenced in this Agreement and You provide Your express consent to the same.

stc Pay User Agreement: SPCA2024V1