

## SECUREPAY Terms and Conditions

### 1. General Information

- 1.1 These terms and conditions (the "Terms") form part of an agreement (the "Agreement") between COMPANY and CLIENT concerning the use of the SecurePay service ("SECUREPAY") for the CLIENT's end customer (the "End Customer") sales and payment transactions.
- 1.2 By SECUREPAY, COMPANY refers to the electronic commerce services that COMPANY provides to CLIENT for a fee, and which is used via the internet and any associated application to access the software, data media and manuals.
- 1.3 Any capitalised term not specifically defined in these Terms shall have the meaning given to that term in the Particulars of Agreement

### 2. Period of the Agreement

- 2.1 The Agreement shall enter into force as soon as any of the following circumstances occur:
  - a) CLIENT accepts the Agreement by pushing the appropriate acceptance button on COMPANY's website (if applicable).
  - b) CLIENT sends COMPANY an email or other written document in which CLIENT declares acceptance of the Agreement.
  - c) CLIENT pays to use SECUREPAY.
  - d) CLIENT starts to use SECUREPAY.
  - e) Both Parties have signed the Agreement.
- 2.2 The term of the Agreement (the "Agreement Period") is valid from the date that the Agreement enters into force (the "Start Date"), being the date on which the CLIENT starts to use SECUREPAY, for a period of one year ("Annual Period").
- 2.3 If the Agreement is not terminated pursuant to clause 2.4, the Agreement Period will extend automatically for additional one-year periods on the anniversary of the Start Date (each an "Annual Renewal Period"). The date on which the Agreement Period renews shall be referred to as a "Renewal Date".
- 2.4 Either party may terminate the Agreement in writing with sixty days' notice without cause and without penalty.
- 2.5 Provisions relating to termination with immediate effect are in clause 12.

### 3. COMPANY's Commitments and Rights

- 3.1 COMPANY grants CLIENT a license to link CLIENT's website to SECUREPAY.
- 3.2 COMPANY grants CLIENT a License to access the SECUREPAY portal.
- 3.3 CLIENT shall be notified of all SECUREPAY sales and payment transactions by email and via the SECUREPAY portal.
- 3.4 COMPANY shall give CLIENT access to SECUREPAY via the internet.
- 3.5 COMPANY has the right to cooperate with external service providers who supply services that are associated with SECUREPAY. Such external service providers are not to be regarded as COMPANY's subcontractors, unless COMPANY has expressly specified the external service provider as COMPANY's subcontractor.
- 3.6 COMPANY will provide all necessary support to CLIENT to ensure that SECUREPAY meets CLIENT's Payment Card Industry – Data Security Standards (PCI-DSS) compliance requirements, as defined by CLIENT. If at any time any new or remedial action is requested by CLIENT to enable CLIENT to address PCI-DSS compliance requirements, COMPANY will undertake that action as soon as practicably possible.
- 3.7 COMPANY will provide guidance and advice to CLIENT on how to access SECUREPAY. COMPANY's commitments, however, do not include being responsible for support, maintenance, troubleshooting / rectification or similar action regarding software or hardware of CLIENT's that has not been provided by COMPANY for access to SECUREPAY.

### 4. CLIENT's Commitments and Rights

- 4.1 CLIENT undertakes to:
  - a) provide COMPANY with any information and assistance COMPANY needs to be able to make SECUREPAY operational for CLIENT's requirements.

- b) follow and abide by all applicable laws and regulations, including but not limited to all applicable federal and local laws as well as the instructions issued by COMPANY from time to time concerning SECUREPAY.
- c) ensure that data sent to SECUREPAY is correctly formatted and includes the information needed for the Services to be carried out correctly according to COMPANY's documentation.
- d) appoint an actual person (officer) for reception of log-in details for SECUREPAY.
- e) protect the log-in details from unauthorised use and immediately suspend the log-in capability if CLIENT has reason to suspect that the details have found their way into the wrong hands and renew the log-in details in good time before their validity expires.

### 4.2 CLIENT undertakes to use SECUREPAY subject to the following conditions:

- a) All purchases received by CLIENT through SECUREPAY based on promotions and pricing managed by CLIENT must be accepted and honoured by CLIENT.
- b) Where CLIENT cannot honour such promotion, the End Customer shall be entitled to a refund. COMPANY shall carry no liability or fault and the interests of COMPANY shall be protected by CLIENT.
- c) Where an error of any nature arises, CLIENT retains the right through the acceptance by End Customer to cancel such transaction and where applicable refund or require to be refunded any payments or deposits received by or due to CLIENT.
- d) COMPANY acts solely as a service provider to CLIENT and End Customer to enable transactions between End Customer and CLIENT. COMPANY has no responsibility for other goods or services offered and no liability may attach.
- e) COMPANY's sole responsibility is to provide reliable Services, and all payments will be processed through CLIENT'S own payment gateway provided by CLIENT's selected payment services provider who will settle the transaction payment to CLIENT's nominated bank account.
- f) All credit/debit card transactions must be 3D Secure. Any transaction which cannot or does not comply with current 3D Secure transaction standards and requirements will fail and that transaction will be rejected.

### 4.3 CLIENT is responsible for maintaining the security of their own networks, servers, applications and access codes.

### 4.4 CLIENT is responsible for maintaining an insurance policy or policies that cover all aspects of CLIENT's use of SECUREPAY including cyber risk/privacy coverage.

### 4.5 CLIENT retains full overall responsibility for CLIENT's PCI-DSS compliance and any COMPANY responsibility for the PCI-DSS is limited to the functionality and operations of SECUREPAY in accordance with clause 3.6. CLIENT also acknowledges that SECUREPAY integrates with third party PCI DSS validated payment processor(s), selected by CLIENT, using standard published APIs for that / those payment processor/s, in a manner that is intended to entirely outsource all processing of cardholder data.

### 4.6 CLIENT has full responsibility for the following legal aspects of the e-commerce services: (i) that the content of data provided to COMPANY is correct, (ii) that the VAT details (if applicable) are complete, and (iii) that business processes are followed and complied with, such as corrective processes and credits, and any terms and conditions of service between CLIENT and End Customers.

### 4.7 CLIENT hereby agrees, when they are the sending party in a transaction in which CLIENT does not actually issue the transaction message in a legal sense, to provide authority to issue a transaction message in CLIENT's name and on their behalf.

### 5. Confidentiality

- 5.1 The Parties undertake not to disclose any information relating to the Agreement or information that one Party has received from the other Party that is regarded as the Party's trade secret or confidential information.

### 6. Rights to SECUREPAY

- 6.1 All ownership and copyrights and all other intellectual property rights relating to SECUREPAY and the development thereof shall belong to COMPANY or its affiliates or subcontractors.

- 6.2 Throughout the duration of the Agreement Period CLIENT receives a non-exclusive right to use SECUREPAY, limited to the Agreement Period. This right is limited to the number of individual users for CLIENT as agreed to by the Parties separately. In the absence of any such agreement, the right of use is limited to five users.
- 6.3 CLIENT, and every user at CLIENT, is at all times prohibited, from deleting, adding to or destroying content of SECUREPAY, or of removing, destroying or altering data regarding patents, copyrights or other rights to SECUREPAY.
- 6.4 COMPANY may accept volunteered suggestions, feedback and other information from CLIENT concerning SECUREPAY. All modifications or updates that result from or are inspired by such suggestions, feedback or other information will remain the property of COMPANY unless otherwise agreed in writing.
- 6.5 CLIENT may not: (i) modify, decompile, deconstruct or otherwise reproduce SECUREPAY or any of the components of the Services underlying in the Agreement, beyond what is permitted by mandatory statutory provisions, (ii) disrupt or cut off SECUREPAY or any systems connected to it, or (iii) sell on, or subcontract, SECUREPAY or in any other way make it possible for any third party to use SECUREPAY.
- 6.6 Each violation of any provision of this Clause 6, shall be deemed a material breach of contract by CLIENT having a material adverse effect on COMPANY.
- 7. Third-Party Licenses**
- 7.1 CLIENT acknowledges and agrees that SECUREPAY may contain third-party software with license terms that require notices and/or other terms. Such requirements for notices and/or terms are available from COMPANY upon request and constitute part of the Agreement and shall be binding on CLIENT.
- 8. Fees**
- 8.1 CLIENT must pay COMPANY fees for the use of SECUREPAY, as well as additional fees for additional services ordered by CLIENT (together, the "Fees"), calculated with reference to the Fees section of the Offer. Unless otherwise expressly agreed upon between the Parties, the Fees must follow COMPANY's current price list at any time. The Fees may attract statutory VAT and other general taxes or fees (if applicable), which shall be the sole responsibility of CLIENT.
- 8.2 Unless otherwise expressly agreed upon between the Parties, the Fees shall be deemed to include:
- One-time fees (the "One Time Fees") and Success Fees (the "Success Fees") shall be payable from the Start Date and any Renewal Date as applicable, except for the Promotions and Voucher Services where Success Fees are invoiced monthly in arrears.
  - Any Success Fee is a percentage of entire value of any successful transaction ("Transaction") through SECUREPAY, by an End Customer inclusive of any VAT, GST or other Sales Taxes, initiated either through a purchase or issuance, without offset of any nature.
  - Any transaction fees (the "Transaction Fees") component of the Fees (if applicable) shall be payable monthly in arrears, with the exception of SMS fees which are estimated and invoiced annually in advance based on figures provided by CLIENT or based on past use. At the end of each invoicing period, actual vs invoiced SMS costs will be reconciled and if there is +/- 10% difference, any underpayment will be invoiced, or overpayment credited.
- However the Fees do not cover material costs, travel costs, accommodation and other corresponding costs concerning COMPANY staff's on-site visits to CLIENT for which COMPANY shall be entitled to additionally invoice CLIENT, subject to CLIENT's prior written approval ahead of such being incurred, and CLIENT shall pay such costs in accordance with these Terms.
- 8.3 Unless otherwise expressly agreed upon between the Parties, Fee payments by CLIENT are to be made against invoice, strictly by bank transfer, within 30 days of the invoice date. In the event of late payment, default interest of 5% per calendar month may be payable at COMPANY's sole discretion.
- 8.4 If CLIENT disputes any invoice, in whole or in part, the COMPANY must be notified in writing, along with a justification for the dispute no later than 7 days after CLIENT's receipt of the invoice after which time CLIENT shall not be entitled to dispute the invoice. Any undisputed part of an invoice must be settled in accordance with clause 8.3. A disputed part of an invoice is exempted from the standard payment terms until the dispute has been settled. Once the dispute is resolved, payment, as applicable, must be made in accordance with the original due date.
- 8.5 Unless otherwise specifically agreed, Fees may be adjusted at each Renewal Date at COMPANY's sole discretion. COMPANY shall inform CLIENT of any adjustment to the Fees with reasonable notice prior to such Renewal Date.
- Such information may be supplied in electronic format, including but not limited to via e-mail. If CLIENT does not accept the adjustment, they may terminate the Agreement by informing COMPANY in writing within 14 days of receiving such information that CLIENT does not accept the Fee adjustment. The Agreement shall subsequently cease to apply three months after the adjustment would have come into effect. During the notice period, the previous Fees will apply.
- 8.6 The Fees and any other costs that are affected by a third party may be changed with 30 days' notice. The price change will come into effect at the end of the notice period. The CLIENT shall have a right to terminate this Agreement in the event of it not accepting any such price change, such right of termination being in accordance with the process identified in clause 8.4 above.
- 8.7 With the exception of any Fees which are legitimately disputed by CLIENT and which are in the process of being discussed and/or negotiated by the Parties, COMPANY reserves the right to suspend CLIENT's use of SECUREPAY if CLIENT has not paid any of the Fees within one month of the due date, following written notice to CLIENT to process the payment within 14 days of the one month of payment lapse.
- 9. Personal Data**
- 9.1 Through entering into this Agreement, CLIENT, in its capacity as the controller of personal data, appoints COMPANY and its subcontractors as its data processor with regard to personal data, which is handled as per the Agreement, CLIENT's policies and in accordance with any applicable personal data laws. As parts of SECUREPAY may be supplied to CLIENT by COMPANY's subcontractors, COMPANY hereby enters into an agreement with CLIENT on its subcontractors' behalf concerning the handling of personal data on the terms that appear in the Data Processing Agreement.
- 9.2 CLIENT is aware of, and accepts that, being the controller of personal data, it is solely responsible for ensuring that their instructions constitute suitable measures for protection of personal data according to applicable law and applicable personal data legislation.
- 9.3 CLIENT is solely responsible for establishing the purposes of, and means for, COMPANY's (or its subcontractor's) handling of personal data in connection with SECUREPAY. COMPANY agrees: (i) to act in accordance with the instructions supplied by CLIENT regarding personal data in order to fulfil the requirements of applicable law and personal data legislation, (ii) to only handle personal data for the purposes established by CLIENT, and (iii) to take technical and organisational measures to protect personal data from unauthorised access, destruction or corruption.
- 10. Limitation of Liability**
- 10.1 With the exception of specific exclusions contained in this clause 10, COMPANY's covenants with respect to the protection of personal data contained in clause 9.3, its commitment to rectify any PCI-DSS compliance requirements promptly, any failure by COMPANY to provide the COMPANY Support pursuant to the SLA and any breach of the Data Processing Agreement, COMPANY is not responsible for any damage or loss, direct, or indirect, related to the use of SECUREPAY or information transmitted on or through it, other than damages or losses resulting from COMPANY's proven gross negligence or wilful misconduct.
- 10.2 COMPANY is also free from all liability for damage and loss arising from CLIENT's access to SECUREPAY being prevented, either temporarily or permanently, due to interruption and disruption or termination of CLIENT's access to the internet. If CLIENT's access to SECUREPAY is prevented, directly or indirectly, by local technical obstacles, such as problems with the internet connection, CLIENT has no right to invoke the penalties provided in clause 12.
- 10.3 In no event, other than in the case of proven gross negligence or wilful misconduct, shall COMPANY, its officers, directors, employees, partners, suppliers, attorneys, or agents, be liable to you under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the services under the Agreement, for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any circumstance, including but not limited to:
- Lost profits, data loss, cost of procurement of substitute goods or services (however arising);
  - Defamatory, offensive, or illegal conduct of any third party;
  - Personal injury or property damage, of any nature whatsoever, resulting from CLIENT access to and use of COMPANY services;
  - Unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein;
  - Losses caused by any unauthorized use of CLIENT account. CLIENT may be liable for the losses of COMPANY or others due to such unauthorized use;

- f) Interruption or cessation of transmission to or from COMPANY services, any bugs, viruses, trojan horses, or the like, which may be transmitted to or through COMPANY services by any third party, and/or any errors or omissions in any content or for any loss or damage of any kind incurred as a result of CLIENT use of any content posted, emailed, transmitted, or otherwise made available via the services, whether based on warranty, contract, tort, or any other legal theory, and whether or not COMPANY is advised of the possibility of such damages;
- 10.4 The foregoing limitation of liability will apply to the fullest extent permitted by law. In no event shall COMPANY or its affiliates', contractors', employees', agents', or third-party partners' or suppliers' liability to CLIENT for damages, losses, and causes of action arising out of or relating to the terms, or CLIENT's use of the service (whether in contract or tort including negligence, strict liability, warranty, or otherwise) exceed the amount of the Success Fees paid by CLIENT for the then current Annual Period or Annual Renewal Period, if any, for any access to SECUREPAY. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, in such cases, COMPANY's liability will be limited to the fullest extent permitted by applicable law.
- 10.5 By using the SECUREPAY and related services, CLIENT agrees to release COMPANY from any liability whatsoever other than as explicitly accepted by COMPANY in these terms and waive any and all causes of action related to any claims, costs, injuries, losses or damages of any kind arising out of or in connection with any use of SECUREPAY.
- 11. Third Party Web Sites, Data Sources, Content, Products and Services**
- 11.1 SECUREPAY may enable CLIENT to link to, transmit content, or otherwise access, other web sites, content, data sources, products, services and information of third parties. COMPANY does not control and is not responsible for such web sites, or any such content, products, services and information accessible from or provided through SECUREPAY. CLIENT bears all risks associated with access to and use of such web sites, data sources and third-party content, products, services and information.
- 11.2 Any third-party content made accessible by COMPANY in or through SECUREPAY is provided on an "as is" and "as available" basis without any warranty of any kind. Whilst COMPANY shall take reasonable endeavours to vet such third-party content, CLIENT accepts that such may be inaccurate, infringing or otherwise objectionable or unlawful, and CLIENT acknowledge that COMPANY is not responsible for and under no obligation to control, monitor or correct third party content.
- 11.3 CLIENT acknowledge that: (i) the nature, type, quality and availability of third-party content may change at any time, and (ii) features of SECUREPAY that inter-operate with third parties depend on the continuing availability of such third parties' respective application programming interfaces ("APIs") and/or content for use with SECUREPAY. COMPANY may update, change or modify SECUREPAY under this Agreement as a result of a change in, or unavailability of, such third-party content, services or APIs. If any third-party ceases to make its content or APIs available on reasonable terms for SECUREPAY, as determined by COMPANY in its sole discretion, COMPANY may cease providing access to the affected third-party content or services without any liability to CLIENT. Any changes to third party content, services or APIs, including their availability or unavailability, does not affect CLIENT's obligations under this Agreement and CLIENT will not be entitled to any refund, credit or other compensation due to any such changes, unless such changes mean that SECUREPAY cannot provide the functionality for which it is intended to deliver to CLIENT and all reasonable mitigating actions have been exhausted by both COMPANY and CLIENT. In this case CLIENT may immediately terminate the Agreement in accordance with clause 12 and clause 13 will apply.
- 12. Premature Termination**
- 12.1 COMPANY has the right to terminate the Agreement with immediate effect and without liability, if CLIENT:
- a) fails to pay Fees within 30 days of the due date and has failed to make good payment within 14 days of a written request from COMPANY to do so (subject at all times to clause 8.7); or
  - b) uses or disposes of SECUREPAY in violation of the Agreement or any applicable jurisdiction laws, including but not limited to copyright laws; or
  - c) fails to comply with another obligation under the Agreement, with such breach being deemed to be a material breach.
- 12.2 CLIENT has the right to terminate the Agreement with immediate effect, without liability, if COMPANY fails to give CLIENT access to SECUREPAY for more than 14 working days after CLIENT has requested COMPANY in writing to fulfil its obligation according to the Agreement.
- 12.3 Either party may terminate the Agreement with immediate effect if:
- a) the other party has committed a material breach of its obligations under the Agreement and fails to take corrective action within 30 days after written request thereof, or
  - b) the other party may be expected to go bankrupt, enter into corporate or composition proceedings, suspend payments or otherwise be deemed insolvent or have significant financial difficulties, or
  - c) the other party may be suspected of having committed a criminal offence in connection with the performance of the Agreement.
- 13. Consequences of Agreement Termination**
- 13.1 CLIENT is not entitled to use SECUREPAY after the termination of the Agreement.
- 13.2 Regardless of the reason for the termination of the Agreement, clauses 4.7, 6, 10, 13, 16 and 17 shall survive termination and continue to apply in perpetuity between the parties.
- 13.3 If the Agreement is terminated by CLIENT:
- a) pursuant to clause 12.2, COMPANY shall repay any Success Fees CLIENT has paid in advance for SECUREPAY on a pro-rata basis for the remainder of the Annual Period or Annual Renewal Period (and COMPANY shall be free from all other liability for damages, including any obligation to provide financial compensation to CLIENT, as a result of such termination); or
  - b) pursuant to clause 12.3, COMPANY shall repay any Fees CLIENT has paid in advance for SECUREPAY on a pro-rata basis for the remainder of the Annual Period or Annual Renewal Period.
- 13.4 If the Agreement is terminated by COMPANY pursuant to clause 12.1 or clause 12.3, CLIENT shall remain obliged to pay any Success Fees and Transaction Fees owing for SECUREPAY on a pro-rata basis for the current Annual Period or Annual Renewal Period up to the date of termination, along with any interest applied pursuant to clause 8.3.
- 14. Force Majeure**
- 14.1 If a Party is prevented from fulfilling its obligations under this Agreement due to circumstances beyond its control, which the Party could not reasonably have foreseen when the Agreement was entered into, and the consequences of which the Party could not have reasonably avoided or overcome, this shall constitute grounds upon which the date for performance and exemption from penalties is postponed.
- 14.2 If a Party finds that the circumstances mentioned in paragraph 14.1 exist, the other Party must be notified as soon as reasonably practicable in writing.
- 14.3 If performance of the Agreement will essentially be postponed or prevented from occurring for a period longer than three months due to circumstances specified in clause 14.1, the Party may withdraw from the Agreement in writing. In such case, neither Party shall be liable with respect to the other, other than with respect to the pro-rated return to CLIENT of any advance paid Fees to COMPANY.
- 15. Changes and Additions**
- 15.1 COMPANY has the right to carry out, during the term of the Agreement, such changes or modifications to the service description, with subsequent changes to SECUREPAY, as may be necessary in its sole discretion for technology or service development, mandatory legislation and similar conditions, provided this does not reduce SECUREPAY functionality.
- 15.2 Except as stated in clauses 8.5, 8.6 and 15.1, changes and additions to the Agreement must be made in writing.
- 16. Transfer of Agreement**
- 16.1 Either Party may transfer, in whole or in part, its rights and obligations under the Agreement to another party with the prior written consent of the Other Party.
- 17. Governing Law and Disputes**
- 17.1 The Terms, the SLA, the Data Processing Agreement and all non-contractual rights and obligations arising therefrom shall be governed by and construed in accordance with the laws of Dubai, UAE.
- 17.2 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the parties, who have authority to settle the same.
- 17.3 Any unresolved dispute arising out of or in connection with the Terms, the SLA or the Data Processing Agreement including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the Courts of Dubai, UAE.