

The following describes the terms and conditions (the "Terms and Conditions") upon which Sharjah Islamic Bank (the "Company" or "We" or "SIB Pay") offers mobile POS solutions to SIB Pay merchants. These Terms and Conditions are supplemental to the terms and conditions set forth in the Merchant Agreement which you would have signed with us. Any capitalized terms not defined herein shall have the same meaning as ascribed to it in the Merchant Agreement. If there is any conflict between these Terms and Conditions and the Merchant Agreement, the terms of the Merchant Agreement shall prevail.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS INCLUDING THE SPECIAL CONDITIONS BEFORE USING THIS MOBILE APPLICATION (SIB Pay APP). BY CONTINUING TO ACCESS OR USE THIS APP OR ANY SERVICE ON THIS APP, YOU SIGNIFY YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. We reserve the right to amend, remove, or add to these Terms and Conditions at any time. Any changes to the Terms and Conditions will become effective when we post the revised Terms and Conditions on SIB Pay's website or this App. Your use of the App or Services, or your provision of personal information following any changes means that you accept the updated Terms and Conditions.

If, at any time, you do not wish to accept the Terms and Conditions, you may not use the App and then we will not be obligated to provide Services to you. Any terms and conditions proposed by you which are in addition to, or which conflict with these Terms and Conditions are expressly rejected by the Company and will have no force or effect.

You understand and agree that SIB Pay may discontinue or change the App at any time, without notice. You also understand and agree that SIB Pay may discontinue or restrict your use of this App for any reason without notice.

Your Merchant Account

As part of the process necessary to set up an account for the App (an "Account") and obtain access to certain parts of the Services, you have registered with an acquirer or SIB Pay, as the case maybe, to avail Services. You must ensure that your Registration Credentials (the Registration Credentials means any personal information and PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to

access and use the SIB Pay App or website) are accurate, truthful and updated. We reserve the right to block the creation of your Account based on our inability to confirm the authenticity of your Registration Credentials.

Please note that your mobile number or an agreed Registration Credentials which you provide as part of the Registration Credentials will be used to login to the App. You will be solely responsible for maintaining the confidentiality of your Registration Credentials and must immediately notify us of any unauthorized use of your Account. You are solely responsible for all activity and usage on your application, including, but not limited to, use of the App by any third party authorized by you to use your Registration Credentials.

We reserve the right to discontinue the services, in our sole discretion, at any time without notice.

THE SIB Pay APP IS PROVIDED "AS IS", WITHOUT ANY WARRANTIES. SIB Pay, ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES, AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, TIMELINESS, NONINFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CONTENT AVAILABLE THROUGH THE APPLICATION, OR THE APPLICATION ITSELF, AND SIB Pay HEREBY DISCLAIMS ANY SUCH EXPRESS OR IMPLIED WARRANTIES.

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IN NO EVENT SHALL SIB Pay, ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY OR ANY ONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON SUCH CONTENT ON THE APP OR THE APP ITSELF.

Legal Restrictions

Without limiting the foregoing, you understand the laws regarding financial transactions in the United Arab Emirates (or any other country where the App is being used), and it is your sole obligation to ensure that you fully comply with any law, regulation or directive, applicable with regards to the use of SIB Pay App. The ability to access our SIB Pay App does not necessarily mean that our Services, and/or your activities via the SIB Pay App, are legal under the laws, regulations or directives applicable in any other country.

This SIB Pay App does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such an offer or solicitation is not authorized, or to any person to whom it is unlawful to make such an offer or solicitation. Access to this App, and the offering of financial services via this SIB Pay App, may be restricted in certain jurisdictions, and, accordingly, users accessing this SIB Pay App are required to inform themselves of, and to observe, such restrictions.

Limited License

SIB Pay grants you a non-exclusive, non-transferable and limited personal license to access and use the App (the "License"). This License is conditional on your full and continuing compliance with these Terms and Conditions and the Merchant Agreement. You agree not to "deep-link" to the App, resell or permit access to the App to others, and not to copy any materials appearing on the SIB Pay App for resale or for any other purpose to others without the prior written consent of SIB Pay. You shall be responsible and bound by any unauthorized use of the SIB Pay App, made in breach of this section. You agree not to use any electronic communication feature of Services on the App for any purpose that is unlawful, tortious, abusive, and intrusive on privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful. The License granted under these Terms and Conditions will terminate if SIB Pay believes that any information provided by you, including (but not limited to) your Registration Credentials, is no longer current or accurate, or if you fail to otherwise comply with any term or condition of these Terms and Conditions, Merchant Agreement and all rules and guidelines for each of the Services. Upon such violation, you agree to cease accessing Services. You agree that SIB Pay, at its sole discretion and with or

without notice, may terminate your access to any or all Services, and remove and discard any information or content within the Services.

THERE IS NO LIABILITY OF SIB Pay, ITS OFFICERS, DIRECTORS OR EMPLOYEES, TO YOU OR ANY THIRD PARTIES UNDER ANY CIRCUMSTANCES.

Use & Access to the Application

You shall be responsible for providing and maintaining the means by which you access the App, which may include, but is not limited to, your mobile device, SIB Pay's device, and telecommunication service provider.

You shall be responsible for all access and service fees necessary to connect to the App and assume all charges incurred by use of such connectivity services. You further assume all risks associated with the use and storage of information on your device or device through which you will gain access to the SIB Pay App and the Services (hereinafter referred to as "Device").

You represent and warrant that you have implemented and plan to operate and maintain appropriate protection in relation to the security and control of your Device and any information and data included therein.

You agree that SIB Pay will not be liable in any way to you in the event of failure of or damage or destruction to your Device systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications services or Device equipment or software.

You will not in any way, whether directly or indirectly, expose SIB Pay or any of SIB Pay's service providers to any Device virus or other similarly harmful or inappropriate material or device.

SIB Pay's Rights

SIB Pay reserves the right to suspend the operation of this App or any part or sections of it at any time and no claims may be entertained against the Company in connection thereto.

Force Majeure

You agree that SIB Pay will not be liable in any way to you or to any other person in the event of force majeure (including, but not limited to, the act of any government or legal authority) or for the failure of or damage or destruction to your Device systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunication service provider or Device equipment or software.

Technical Problems

You understand that while the Internet and the World Wide Web are generally reliable, technical problems or other conditions may delay or prevent you from accessing the App or avail the Services.

SIB Pay shall not be liable, and you agree not to hold or seek to hold SIB Pay or any of its agents or service providers liable, for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorized access, and other similar Device problems and defects.

SIB Pay does not represent, warrant or guarantee that you will be able to access or use the App at all times or locations of your choosing, or that SIB Pay will have adequate capacity for the App as a whole or in any geographic location.

SIB Pay does not represent, warrant or guarantee that the App will provide uninterrupted and error-free service. SIB Pay does not make any warranties or guarantees with respect to the App and its content, including but not limited to, warranties for merchant ability or fitness for a particular purpose.

Without limiting the foregoing SIB Pay will not be responsible for an impossibility to execute settlements and payouts due to failures in the operation of informational systems caused by technical faults, which are beyond its control.

Trademarks and Copyrights

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Breach

You agree to fully indemnify, defend and hold harmless SIB Pay, its corporate affiliates and their respective officers, directors and employees immediately upon demand from and against all claims, demands, liabilities, damages, losses, costs and expenses, including legal fees and other charges whatsoever, howsoever caused, that may arise as a result of: (i) any breach of these Terms and Conditions by you or (ii) violation by you of any law or the rights of any third party.

Without prejudice to any other rights in these Terms and Conditions, if you breach in whole or in part any provision contained herein, SIB Pay or any of its corporate affiliates which provides Services to you reserves the right to take such action as it sees fit, including (but not limited to) terminating any agreement in place with you, terminating or blocking the Services offered to you via the App and/or taking legal action against you.

Governing Law and Court Jurisdiction

These Terms and Conditions shall be governed by the laws and jurisdiction as set forth in the Merchant Agreement

Special Conditions Applicable

Notwithstanding the grant of the Licenses, you agree and acknowledge that all right, title and interest in the Code and all information and data made available therein including (but not limited to) trademarks, signs, trade names, domain names, images, pictures, graphics, photographs, animations, videos, music, audio and text belong to SIB Pay, its affiliates and/or the Third Party Providers (as applicable) and are protected by copyright and/or other intellectual property rights and/or other rights.

You are not permitted to make any alterations whatsoever to the Code including (but not limited to) alterations which hide or obscure the functionality and the look and feel (UI/UX) and links to SIB Pay. You may not circumvent any mechanism included in the Code and/or Tools for preventing unauthorized reproduction or distribution or modification. Without prejudice to any other right, SIB Pay is entitled to immediately block your usage of the SIB Pay application and its website, in the event that you breach these provisions.

Nothing in these Terms and Condition will create any obligation on SIB Pay to pursue or consummate any business or other relationship with you.