

TERMS & CONDITIONS

1. OWNERSHIP OF SITE; AGREEMENT TO TERMS AND CONDITIONS

These Terms and Conditions of Use (the "Terms and Conditions") apply to the "eNet" web site located at Behbehani Complex, 15 Floor, Jaber al Mubarak St., Sharq, and all associated sites linked to "https://e.net.kw" by "eNet", its subsidiaries and affiliates. The Site is the property of Automated Services Company ("eNet") and its licensors. BY USING THE SITE, YOU AGREE TO THESE TERMS AND CONDITIONS; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

"eNet" reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms and Conditions, at any time. It is your responsibility to check these Terms and Conditions periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. If you comply with these Terms and Conditions, "eNet" grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

2. CONTENT

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, 'Content'), including but not limited to the design, structure, selection, coordination, expression, 'look and feel' and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to "eNet", and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms and Conditions, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way (including 'mirroring') to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without "eNet's" express prior written consent. You may use information on "eNet" services (such as data sheets, knowledge base articles, and similar materials) purposely made available by "eNet" for downloading from the Site, provided that you (1) not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) not make any additional representations or warranties relating to such documents.

3. YOUR USE OF THE SITE

You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. “eNet” reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any “eNet” server, or to any of the services offered on or through the Site, by hacking, password “mining” or any other illegitimate means.

You may not probe, scan, or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of “eNet”, including any “eNet” account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or “eNet’s” systems or networks, or any systems or networks connected to the Site or to “eNet”.

You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person’s use of the Site. You may not forge headers or otherwise manipulate identifiers to disguise the origin of any message or transmittal you send to “eNet” on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms and Conditions, or to solicit the performance of any illegal activity or other activity which infringes the rights of “eNet” or others.

4. PURCHASES; OTHER TERMS AND CONDITIONS

Additional terms and conditions may apply to purchases of services and to specific portions or features of the Site, including contests, promotions, or other similar features, all which terms are made a part of these Terms and Conditions by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms

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and Conditions and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

"eNet"'s obligations, if any, about its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements. "eNet" may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Site with respect to products and services may be out of date, and "eNet" makes no commitment to update the materials on the Site with respect to such products and services.

5. ACCOUNTS, PASSWORDS AND SECURITY

Certain features or services offered on or through the Site may require you to open an account. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for all activity that occurs under your account because of your failing to keep this information secure and confidential. You agree to notify "eNet" immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by "eNet" or any other user of or visitor to the Site due to someone else using your, password or account because of your failing to keep your account information secure and confidential.

6. PRIVACY

"eNet's" Privacy Policy applies to use of this Site, and its terms are made a part of these Terms and Conditions by this reference. To view "eNet's" Privacy Policy, [click here](#). Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

7. LINKS TO OTHER SITES

This Site may contain links to other independent third-party Web sites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under "eNet's" control, and "eNet" is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

8. DISCLAIMERS

ENET DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. ENET CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. ENET DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ENET DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY ENET SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST ENET FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence, or any other cause of action. "eNet" reserves the right to do any of the following, at any time, without notice:

- 1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason;
- 2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and
- 3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

9. VIOLATION OF THESE TERMS AND CONDITIONS

"eNet" may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) "eNet's" rights or property, or the rights or property of visitors to or users of the Site, including "eNet's" customers. "eNet" always reserves the right to disclose any information that "eNet" deems necessary to comply with any applicable law, regulation, legal process, or governmental request. "eNet" also may disclose your information when "eNet" determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

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You acknowledge and agree that "eNet" may preserve any transmittal or communication by you through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or "eNet" determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms and Conditions, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of "eNet", its employees, users of or visitors to the Site, and the public.

You agree that "eNet" may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms and Conditions or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms and Conditions will constitute an unlawful and unfair business practice, and will cause irreparable harm to "eNet", for which monetary damages would be inadequate, and you consent to "eNet" obtaining any injunctive or equitable relief that "eNet" deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies "eNet" may have at law or in equity.

You agree that "eNet" may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If "eNet" does take any legal action against you because of your violation of these Terms and Conditions, "eNet" will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to "eNet". You agree that "eNet" will not be liable to you or to any third party for termination of your access to the Site because of any violation of these Terms and Conditions.

10. VOID WHERE PROHIBITED

"eNet" administers and operates the <https://e.net.kw> Site from its location in Kuwait. Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided, or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside Kuwait. "eNet" reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside Middle East, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

11. MISCELLANEOUS

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You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Site, in violation of any applicable laws or regulations, including without limitation Kuwait export laws and regulations.

If any of the provisions of these Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms and Conditions, so that these Terms and Conditions shall remain in full force and effect. These Terms and Conditions constitute the entire agreement between you and "eNet" regarding your use of the Site, and all other written or oral agreements or understandings previously existing between you and "eNet" with respect to such use are hereby superseded and cancelled. Other than as provided in a purchase agreement you enter with "eNet", "eNet" will not accept any counter-offers to these Terms and Conditions, and all such offers are hereby categorically rejected. "eNet's" failure to insist on or enforce strict performance of these Terms and Conditions shall not be construed as a waiver by "eNet" of any provision or any right it has to enforce these Terms and Conditions, nor shall any course of conduct between "eNet" and you or any other party be deemed to modify any provision of these Terms and Conditions. These Terms and Conditions shall not be interpreted or construed to confer any rights or remedies on any third parties.

12. "eNet" SERVICE AGREEMENT & POINT OF SALE "POS" SERVICE CONTRACT

These Terms and Conditions establishes the general terms and conditions with respect to Automated Services Network Company's offering to Merchant. These Terms and Conditions and other documents shall apply to and are incorporated by reference to this clause into Merchant's Automated Services Network Company Agreement. In the event of a discrepancy between Merchant's particular Automated Services Network Company Agreement and these Terms and Conditions, Merchant's Automated Services Network Company Agreement shall control.

DEFINITIONS AND INTERPRETATION

In this Agreement the following words shall, unless the context otherwise requires, have the following meanings

"KWD": The lawful currency of Kuwait from time to time.

"Aggregator": The Aggregator is engaged in the business of providing to various merchants (who sell their Products online), services in relation to facilitating electronic on-line payment by their customers using credit cards and debit cards

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"Authorized Person": The employees of "eNet" or a Merchant (as applicable) authorized by "eNet" or a Merchant (as applicable) to access for the purposes of information, modification, data input or data extraction any software relating to the Payment Gateway for acceptance of Electronic Commerce Transactions.

"Authorization": The process, by which an Electronic Commerce Transaction request is approved, referred, or declined by the Bank and the provision of refund, amendment, and settlement.

"Banking Day": Any day (other than a Friday, Saturday, or public holiday) on which the Bank is open for business in Kuwait.

"Card": The payment card, being a credit or charge card, which is a Valid Card.

"Cardholder": The principal cardholder or a supplementary cardholder who has been issued with a Valid Card and whose name is embossed on the Card.

"Card Absent Environment": An environment where a transaction is completed under both of the following conditions:

- a. Cardholder is not present; and
- b. Card is not present.

"Cardholder Access Device": A terminal, personal computer, telephone, or other device that a Cardholder uses to initiate an Electronic Commerce Transaction.

"Card Transaction": Any bona-fide transaction between a Merchant and the Cardholder in which a Card is used for payments of goods or services or a refund or other money adjustment pursuant to a sale or refund or any other permitted transaction.

"Card Transaction Data": Details of a Card Transaction in a form approved by the Bank.

"Card Refund": Any refund given in respect of a Card Transaction for credit to the Cardholder.

"ENET Account": The account which the Bank maintains on behalf of "eNet" for purposes relating to this Agreement.

"Electronic Commerce Transaction": A bona-fide transaction between a Merchant and the Cardholder where a Card is used for payment of goods and services or bills over the Internet and other networks using a Cardholder Access Device.

"Internet": A collection of information stores in a computer physically located throughout the world.

"Mastercard SecureCode": An online security service from MasterCard International which connects the Cardholder to the issuer to authenticate the Cardholder's identity at the time a Card Transaction is made at the point of purchase.

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“Merchant”: A seller of goods and services or a service provider who collects payments via the Internet with whom the Bank has entered into an agreement to provide Authorizations in relation to Electronic Commerce Transactions carried out over the Internet.

“Payment Gateway”: A system that provides electronic commerce services to Merchants for the Authorization and settlement of Electronic Commerce Transaction.

“PCI DSS”: The Payment Card Industry Data Security Standard as declared by the Payment Card Industry Data Security Council from time to time.

“Person or Persons”: Any person, firm, company, establishment, or partnership.

“Sales Record”: An electronic record of sale containing full information of an Electronic Commerce Transaction authorized by the Bank and “eNet”.

“3D Secure Transaction”: An Electronic Commerce Transaction received from a Cardholder Access Device through SSL encryption with positive authentication of the Cardholder by the 3D secure protocol.

“Sponsored Merchants”: An online seller that contracts with “eNet” to avail card payment related services.

“SSL”: The Secure Socket Layer method of encrypting data.

“Transaction Country”: The country where a Merchant’s outlet is located.

“USD”: The lawful currency of the United States of America from time to time.

“Valid Card”: Any of the following Cards:

- c. MasterCard - A charge or credit card bearing the MasterCard logo which has not been cancelled, reported stolen or missing, or destroyed;
- d. Visa Card - A charge or credit card and bearing the Visa logo which has not been cancelled, reported stolen or missing, or destroyed, Provided that the relevant Card is being used within its validity date.

“Verified by Visa”: An online security service from Visa which connects the Cardholder to the issuer to authenticate the Cardholder’s identity at the time a Card Transaction is made at the point of purchase.

The headings are inserted in this Agreement are for convenience only and shall not affect the interpretation of and provision of this Agreement.

FIRST PARTY RIGHTS AND OBLIGATIONS

- a) "eNet" shall comply with administrative measures on online payment services and shall perform the services contemplated hereunder in accordance with laws.
- b) "eNet" shall conduct prima facie examination only to a Payment Instruction, and no liability shall be imposed upon "eNet" for any failure of implementation or any implementation error of a Payment Instruction due to any reason not attributable to "eNet".
- c) "eNet" shall not be liable for its failure to implement or completely implement the Payment Instruction due to any of the following reasons; provided that "eNet" shall inform the Merchant of the operation status of Payment Instruction.
 - 1. the Payment Instruction is unclear, unrecognizable in its code, incomplete or is delivered in a form other than that required by "eNet";
 - 2. the balance available of the designated cardholder bank account is insufficient, or the amount to be transferred exceeds the payment quota required by regulatory authorities;
 - 3. the designated cardholder bank account is frozen or blocked from transferring by operation of law;
 - 4. the designated cardholder account bank account is abnormal for unknown reasons;
 - 5. Any other circumstances provided for in this Agreement.
- e) No liability shall be imposed upon "eNet", if the Merchant is not able to perform its services normally for any of the following reasons:
 - 1. the Merchant's shutdown of system for maintenance or upgrade;
 - 2. typhoon, earthquake, flood, thunderbolt, terrorist attack or another force majeure;
 - 3. breakdown of the communication line or power supply circuit of the Merchant's system;
 - 4. virus, Trojan, malware attack, network congestion, unstable system, device or system breakdown, communication breakdown, power failure, bank's reasons, defects in third-party's services or act of government, etc.

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- f) The Merchant shall perform its anti-money laundering obligations in accordance with laws and regulations and regulatory requirements.

MERCHANT RIGHTS AND OBLIGATIONS

- 1) The Merchant agrees to eNet's and its Bank's terms and conditions and acknowledges that until the Merchant enters into this Agreement, the Bank will not be obligated to perform its obligations under this Agreement.
- 2) The Merchant shall ensure that for the entire term of this Agreement, it has all authorizations, licenses, approvals, and qualifications required for its operation, and execution and performance of this Agreement. The Merchant shall furnish "eNet" with information of the Merchant's identity and operation, including but not limited to various licenses, permits and administrative approvals required for Merchant's operation. In case of any change to the said information, Merchant shall promptly furnish "eNet" with updated information in writing. "eNet" may act in full reliance on the pre-change information prior to verification of the updated information, and Merchant shall assume on its own all risks arising therefrom. In addition, the Merchant shall bear all risks and liabilities arising from any delivery by mistake, lack of clarity, inaccuracy, untruth, delay, and incompleteness of the said information.
- 3) The Merchant acknowledges and agrees that "eNet" may perform the Collection Agency Service hereunder for the Merchant only upon Merchant's obtaining of designated cardholder's sufficient authorization. If any cardholder files complaint for any reason, the Merchant shall be responsible to resolve the issue and relieve "eNet" from any liability arising therefrom; and the Merchant shall indemnify and hold "eNet" harmless from and against any loss resulted therefrom to the Merchant.
- 4) The Merchant shall ensure the compliance and regularity of its own services, and shall be independently liable for any complaint, refund, settlement of dispute, penalty etc. arising from any default, infringement, breach of law and irregularity in Merchant's operating activities. Merchant shall fully compensate any of "eNet's" losses as a result thereof, and "eNet" shall have the right to early terminate this Agreement.
- 5) The Merchant shall perform its anti-money-laundering obligations in accordance with laws and regulations as well as regulatory requirements, and shall actively cooperate with "eNet's" in performing anti-money-laundering obligations. In addition, the Merchant shall actively cooperate with "eNet" in implementing relevant regulatory requirements, including but not limited to perambulation inspection and cooperative investigation.
- 6) The Merchant shall ensure that all offered products and services are usable, compatible with the public order or morals in the state of Kuwait, legally saleable and disposable and not subject to any third party's rights. The Merchant shall provide them to its clients in accordance with the specifications stated in the ad. The Merchant shall

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be solely responsible for any violation in this regard as well as for all legal violations or default of any obligation committed by its own clients.

- 7) The Merchant shall not participate in the promotion of on-line gambling or accept any on-line gambling transactions or provide or promote any type of pornography sites or any other web site which is prohibited by, or in any manner contrary to, Kuwait law.
- 8) The Merchant shall provide delivery of goods and/or services paid for by the Cardholder by means of an Electronic Commerce Transaction within days from the date of the Electronic Commerce Transaction, or such other date as has been agreed with the Cardholder in relation to the particular transaction.
- 9) The Merchant shall not specify any minimum transaction amount for the acceptance of Cards in payment for goods and/or services.
- 10) The Merchant shall include in a single Authorization all items of goods and services purchased in a single sale in one total amount even in cases where the single sales transaction includes more than one item.
- 11) The Merchant shall obtain an Authorization from the bank for each Electronic Commerce Transaction.
- 12) The Merchant shall not maintain Card Transaction Data for each Electronic Commerce Transaction except if they are certified by PCI-DSS or within the approval from the Bank.
- 13) The Merchant shall retain any relevant correspondence relating to an Electronic Commerce Transaction, including the Sales Record, for a minimum period of ten (10) years from the date of Authorization for the relevant Electronic Commerce Transaction.
- 14) The Merchant will allow only Authorized Persons to undertake Electronic Commerce Transactions or present to the Bank any data which was originated because of an Electronic Commerce Transaction between the Cardholder and the Merchant.
- 15) The Merchant shall not request or use any Card or Cardholder information for any purpose that it knows or should have known to be fraudulent or in violation of the law or any rules, operation regulations, procedures, or policies which are communicated by the Bank from time to time.
- 16) The Merchant warrants and represents that it shall be responsible to "eNet" and third parties for all its client transactions related to repayment of their financial obligations towards the client and the Merchant shall refund all amounts of money it obtained from the cardholder in respect of such transactions.
- 17) The Merchant shall bear all fees and consequences arising from any mistake or negligence of any representative or employee the Merchant or the end user while performing any transaction using "eNet's" services.

POINT OF SALE "POS" SERVICE (If Applicable)

- 1) The First Party shall provide and the Second Party with the POS device (the "**Device**") necessary to conduct POS services.
- 2) The Merchant agrees and acknowledges that the First Party has or will enter point-of-sale service contract with multiple third-party banks to provide the merchant with the Device.

In the event the First Party is subject to any liability, penalty, or other obligation under the terms contract between the First Party and the third-party bank, the Merchant acknowledges and agrees that it will indemnify and hold harmless the First Party for such liability, penalty, or other obligation of that relevant contract so long as the result of such liability, penalty, or other obligation were caused by the Merchant.

- 3) The Merchant must return the Device to the First Party on the agreed upon date.
- 4) The Merchant is responsible for picking up and dropping off the Device from/to the First Party's premises on the agreed upon pick up and return dates.
- 5) Failure of the Merchant to return the Device to the First Party on the agreed upon return date will lead to recurring late penalty fee of five (5) KWD per day.
- 6) The Parties may agree to extend the Device rental period by written agreement at least seven (7) business days prior to the agreed upon return date of the Device.
- 7) The Merchant acknowledges and agrees that it will be charged three hundred (300) KWD in the case of severe damage to the Device or if the Device is lost.
- 8) The Merchant acknowledges and agrees that that the remaining monthly rent will be charged when the Merchant requests to cancel the agreement anytime during first contractual period.

SECURITY OF DATA

- 1) Save to the extent necessary to comply with any legal requirement to the contrary, the Merchant must destroy and undertakes to destroy all information immediately following the expiry of the time periods referred to in Clause 5.12 of this Agreement.
- 2) The Merchant shall use a level of data encryption and certification when Card Transaction Data relating to an Electronic Commerce Transaction is transmitted to the Bank at least equivalent to 128-bit SSL data encryption for

symmetric cryptographic applications. For asymmetric cryptographic applications, the key size will have to be a minimum of 1024 bits.

- 3) The Merchant shall not sell, purchase, provide or exchange a Cardholder's name or Valid Card information to any third party other than to the Bank or where required to do so by law, regulation, or decree and only to the extent legally required to be disclosed.

THE MERCHANT'S WEB-SITE

- ii. The Merchant shall adequately display the following information in a prominent position on its web page that relates to the sale of goods and services for which an Electronic Commerce Transaction may be made:
- provide a complete and accurate description of the goods and services offered;
 - provide details for customer service contact including the telephone number and electronic mail address;
 - state their policy clearly for the physical delivery of goods and services, their return, cancellation of orders and refunds;
 - advise that the payment currency will be in a requested currency;
 - state that their country of domicile is Kuwait; and
 - ensure that the Cardholder enters:
 - 1) the full Valid Card account number;
 - 2) expiry date of the Valid Card;
 - 3) CVV/CVC codes - the 3-digit code printed on the signature panel of the Valid Card; and
 - 4) The billing address of the Cardholder which is held by the issuer of the Valid Card.
- iii. The Merchant shall not use any material referring to "eNet", the Bank or any other name, brand mark or design associated with the Cards or the Bank without prior written approval from "eNet" and the Bank.
- iv. The Merchant shall display the brand mark "Verified by Visa" and "MasterCard SecureCode" or any other mark as specified by the Bank from time to time to inform Cardholders that they are transacting at a recognized and secure website.
- v. The Merchant shall display the brand mark obtained from the Bank, of the Valid Cards accepted:
1. at the point of interaction which indicates that the Merchant accepts Valid Cards; and
 2. Whenever payment options are presented.

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- vi. The Merchant shall, at all points of Cardholder interaction, the Merchant must prominently and unequivocally inform the Cardholder of the identity of the Merchant so that the Cardholder can readily distinguish the Merchant from any supplier of goods and services to the Merchant for the Electronic Commerce Transaction including the goods and services that are being purchased, as well as for related customer service, dispute resolution and performance of the terms and conditions of the transaction.

TERMINATION

- vii. In event of any of the following, the non-breaching Party shall have the right to terminate this Agreement immediately and claim liability for breach of contract against the breaching Party:
 - 1. a Party breaches any provision of this Agreement or defaults on relevant obligations and fails to rectify such breach or default within seven days upon receipt of the other party's written notice of the same.
 - 2. a Party is in material breach of this Agreement so that the purpose of this Agreement cannot be affected.
- viii. In event of any of the following, this Agreement shall be terminated immediately, and no liability will be imposed upon either Party for breach of contract.
 - 1. the Parties do not renew this Agreement upon expiration of the term of this Agreement, or the Parties otherwise agree to early terminate this Agreement through negotiation.
 - 2. during the term of this Agreement, this Agreement cannot be performed due to any law or regulation, or any order or policy issued or amended by relevant national authority.
 - 3. during the term of this Agreement, either Party terminates this Agreement on the basis of performance of this Agreement and/or business adjustment, by giving a 10-day prior written notice to the other Party.
- ix. Any right or obligation generated prior to the termination of this Agreement shall continue to be performed by the Parties.

SUSPENSION OF SERVICE

"eNet" has the right to suspend the services without providing notice to the Merchant subject to this Agreement for any reason.

LIABILITY AND INDEMNITY

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- 1) Unless otherwise specified herein, either Party that breaches any provision of this Agreement shall indemnify the other Party from any direct loss arising therefrom, including but not limited to any loss resulted from an administrative penalty. No Party shall be held liable for the other Party's any indirect loss, including but not limited to any personal injury, loss of profit, loss of income, interruption of business operation.
- 2) The Merchant shall equally be liable to "eNet", in case of any dispute arising between the Bank and a "eNet" or a Cardholder as the case may be.
- 3) The Merchant shall be liable to and shall promptly indemnify and hold "eNet" harmless against all acts or omissions due to gross negligence or willful misconduct of any of the Merchant's employees which result in an Authorization being fraudulently provided by the Merchant in relation to any Electronic Commerce Transaction.

DOCUMENT RETENTION

The Merchant shall retain all documents, books, records, and other data ("Documents") related to electronic commerce transactions including sales register for period of two (2) years from the date of such transactions. "eNet" or its representatives shall have the right to make and retain copies of the Documents at its expense.

CONFIDENTIALITY

"Confidential Information" means information relating to the Parties, its business, products, affairs and finances, trade secrets including, without limitation, technical data and know-how relating to the business of the relevant Party or any of its suppliers, clients, customers, agents, distributors, shareholders, or management which is received from the either Party of this Agreement. The terms Confidential Information does not apply to any information which:

- 1) is developed independently by the Recipient, based on but not including the Confidential Information;
- 2) at the date of disclosure to the Recipient or its Representatives, is publicly known or at any time after that date becomes publicly known (and so far as you are aware, the information has not become publicly known through a breach of this Agreement by you or any persons to whom you have disclosed Confidential Information); or
- 3) was (so far as the Recipient was aware) lawfully in the Recipient's or its Representatives' possession or knowledge before the date of disclosure pursuant to this Agreement; or is received on a non-confidential basis."
- 4) No Party receiving Confidential Information from the other Party (the "Recipient") shall disclose the contents of such Confidential Information or the contents of this Agreement to any third party without the prior written consent of the other Party.
- 5) Notwithstanding any other provision of this Agreement to the contrary, where the Recipient or any person to whom the Recipient has disclosed Confidential Information, is requested required to disclose (in the written opinion of external counsel) any Confidential Information by law or any regulatory, governmental or supervisory authority or

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exchange to which it submits, it may do so, provided that the Recipient shall, where reasonable, practically feasible in the circumstances and legally permissible, notify the other Party of the disclosure request (other than where the request is made in the ordinary course of the recipient's supervisory or regulatory function) and consult with the other Party as to the timing, content, and manner of dispatch.

- 6) The Parties mutually agree and undertake that they will hold all Confidential Information obtained from the other Party in the course of executing their duties under this Agreement in strict confidence and will not disclose any such Confidential Information to any third party (other than their Representatives who have a reasonable need to have access to such information) nor will they use any such Confidential Information other than for the acting in accordance with the provisions of this Agreement.
- 7) Representatives includes the Recipient, its affiliates, and each of their respective directors, officers, employees, agents, members, partners and co-investors, advisers, consultants, sources of finance and their representatives (who, in the reasonable opinion of the Recipient, need to have access to it to further the Transaction).
- 8) The Recipient shall ensure that each of its directors, officers and employees comply with the provisions of this Agreement. The Recipient shall ensure that its Representatives are made aware of the confidential nature of the Confidential Information and use reasonable endeavors to procure that each of its professional advisors and potential providers will agree to comply with all the confidentiality provisions contained herein as they apply to them as Representatives, on substantially the same terms as this Agreement.
- 9) The Recipient shall be liable for any breaches of confidentiality by such Representatives provided they (i) have received the Confidential Information solely from The Recipient itself (ii) do not owe a professional duty of confidentiality and/or (iii) have not otherwise entered into a confidentiality agreement directly with the other Party.
- 10) Unless otherwise expressly set out in this Agreement, the obligations under Article 14 of this Agreement shall terminate one year from the termination of this Agreement.
- 11) The obligation of confidentiality shall not include information which has become public information without any fault of the Party receiving the Confidential Information, or Confidential Information that the Party already had at his unrestricted disposal, or which was subsequently obtained in a lawful manner.

DATA PROTECTION

1. The Merchant shall ensure the requirements of information security and strict confidentiality of all transactions related to Cardholders, and are prohibited from providing any data, directly or indirectly, or disclosing it or allowing third parties to access the same. This prohibition shall remain in effect even if the relationship between them and the Cardholder is terminated for any reason.
2. The Merchant will use commercially reasonable to ensure all Cardholder data is kept confidential and protected in a manner that fully complies with any official regulatory or legal requirements applicable in Kuwait.

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3. "eNet" may access the Merchant's data (and user traffic) solely in connection with the performance of its obligations under this Agreement.
4. The Merchant may not access or use the Cardholder's information to promote its services to its customers or otherwise exploit such data for commercial purposes.
5. The Merchant shall comply with Central Bank of Kuwait and any other relevant regulations concerning data privacy and customer data.

MARKETING AND ADVERTISING

- 1) The Merchant hereby authorizes and gives permission for "eNet" and "eNet's" Affiliates to use the legal or fictional company name, logo, trademark and/or personal quotes in connection with promotional materials that "eNet" may disseminate to the public relating to "eNet's" relationship with the Merchant. Promotional materials may include, but are not limited to, brochures, video "eNet's", emails, internet websites, advertising in newspapers and/or other periodicals, lucites, pictures and photographs.
- 2) "eNet" shall provide the Merchant with a copy of promotional materials prepared by "eNet" or "eNet's" Affiliates prior to making such promotional materials available to the public.
- 3) "eNet" has the right to advertise the products and services of other companies conducting business like the Merchant without receiving the Merchant approval.

NOTICES

- 1) This contract is made in duplicate, each party received one copy to act accordingly when necessary.
- 2) All notices, requests, demands and any other communications under this Agreement shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, by internationally recognized courier service or by fax or e-mail confirmed by such mail or courier service to the following addresses:

If to ENET:

Address: Behbehani Complex, 15 Floor, Jaber al Mubarak St., Sharq - P.O. Box: 1459, Safat 13015 Kuwait -

Tel.: 22474620/1/2/3

E-mail: info@e.net.kw

Attention: [●]

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If to MERCHANT:

Address: [●]

Attention: [●]

Email: [●]

or such other addresses as may be designated by either party to the other party in writing. Any notice or other communication so transmitted shall be deemed to have been received at the time of delivery in case of communication delivered personally, one (1) day after transmission in case of communication made by fax, and ten (10) days after mailing or sending in case of communication made by mail or courier service.

MISCELLANEOUS

- 1) The formation, validity, construction, and performance of this Agreement and each of the transactions based upon this Agreement shall be governed in all respects by the substantive laws of the State of Kuwait, without reference to its conflicts of laws rules.
- 2) All disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement or any transactions based upon this Agreement shall be finally settled by the courts of the State of Kuwait.
- 3) The Merchant may not assign, transfer, pledge, or in any way dispose of this Agreement, any product order, or any of its rights or obligations hereunder or thereunder to any other person without the prior written consent of "eNet". Any purported or attempted assignment, transfer, pledge, or other disposition of this Agreement, any product order, or any of the Merchant's rights or obligations hereunder or thereunder without "eNet"'s prior written consent, will be void and of no effect or will constitute the assigning Merchant's voluntary termination of this Agreement (or product order, as the case may be) effective as of such purported or attempted assignment, transfer, pledge, or other disposition.
- 4) For purposes of this Agreement and without regard to any contradictory interpretation at law, any purported sale, merger, consolidation, or other transfer of a controlling management or ownership interest of the Merchant (or any parent corporation thereof), whether in one transaction or a series of related transactions and whether voluntary or by act of law, will be deemed an assignment of the Merchant's rights and/or obligations hereunder requiring the prior written consent of "eNet".
- 5) If any provision of this Agreement for any reason, shall be held invalid, illegal, or unenforceable in any respect, such invalidity shall not affect the other provisions of this Agreement, all of which shall remain in full force and effect.
- 6) This Agreement constitutes the entire agreement between the Parties hereto and merges, cancels and supersedes all previous negotiations, agreements, and commitments made by and between the Parties with respect to the distributorship of the Products within the Territory. No agreement, commitment or proposal made by and between

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the parties hereto before the effective date of this Agreement shall be valid. No change, modification and amendment of this Agreement shall be binding upon the parties unless made in writing and signed by both parties.

- 7) Any failure by any party to enforce at any time, any terms and conditions of this Agreement shall not be considered a waiver of that party's right thereafter to enforce each term and condition of this Agreement.
- 8) Each Party hereby warrants and undertakes to the other Parties hereto that:
 - It is duly formed and validly existing in accordance with the laws of the jurisdiction under which it is formed;
 - It has the power and authority to execute and deliver, to perform its obligations under and to undertake the transactions anticipated by this Agreement and all necessary cooperation and other action has been taken to authorize the execution, delivery, and performance of this Agreement;
 - This Agreement has been duly executed and constitutes a valid, legal and binding obligation of such Party, which is enforceable in accordance with its terms; and
 - The execution and delivery of this Agreement and the performance by itself under the transactions anticipated by this Agreement will not contravene any law applicable to itself or such affiliates or conflict with or result in a breach of or default under its or their corporate charter or other organization documents or any agreement or other obligation binding on itself.
 - It shall be responsible for and shall bear the cost of income tax (as may be appropriate) which may be imposed in the Territory on its respective share of the profits in the Company or its respective ownership interest in the Company.
- 9) This Agreement contains the entire agreement between the Parties with respect to the subject hereof, and any prior agreement whether in written form or oral form, letter, representation, information, warranty, promise, or condition made before the date of this Agreement and regarding this Agreement is hereby replaced and superseded by this Agreement.
- 10) This Agreement shall be interpreted, construed, and executed in accordance with acknowledged business practice and according to the utmost good faith concept. Both Parties undertakes to abide with the valid laws and legitimate customs applicable in the Territory.
- 11) No amendment or addition to this Agreement shall be effective unless signed by both Parties in writing. This shall apply mutatis mutandis for a stipulation revoking the requirement of writing.
- 12) In case any provision of this Agreement should be or become inadmissible, invalid, unlawful, unenforceable, or ineffective, the effectiveness of the other provisions shall not be thereby affected. The inadmissible, invalid, unlawful, unenforceable, or ineffective provision shall be replaced by an admissible, valid, lawful, enforceable, and effective one which shall reflect the original intent of the Parties in drafting the ineffective provision.
- 13) The failure of a Party to insist upon the performance of any provisions of this Agreement shall not be construed as a waiver or relinquishment of that Party's right to future performance of such provision and the other Party's obligation in respect of such future performance shall continue in full force and effect.
- 14) Notifications shall be drafted to the addresses of both Parties as per mentioned above and by the registered mail or fax or handing over, in those events notifications shall be considered legally effective upon receipt.

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- 15) This Agreement is executed in the English language. Any communications whatsoever under this Agreement shall be in the English language. All correspondences related to this Agreement shall be drafted in English language; and the English language shall be considered the approved contractual language.
- 16) Neither of the parties shall be liable to the other for any delay in, or failure to render, any performance hereunder, to the extent that such delay or failure is caused by acts of God, flood, tidal wave, lightening, typhoon, storm, earthquake, plague or other epidemics, war, threat of war, warlike conditions, act of terrorism, insurrection, revolution, fire, explosion, wreck, blockade, civil commotion, strikes, lockouts or other labor disputes, riots, boycotting of the Products, shortage or control of energy supply or raw materials, unavailability of transport facilities or loading or discharging facilities, port congestion, and other restriction by law, regulations, orders or administrative guidance of governmental authorities, quarantine, embargoes, mobilization, requisition, prohibition of export, refusal of issuing export license or any other statutory, administrative or governmental restriction, or other similar or dissimilar circumstances beyond the reasonable control of the affected party (hereinafter individually or collectively referred to as “**Force Majeure**”). The affected party shall use its best effort to eliminate the effects of the Force Majeure as soon as possible and resume performance hereunder.

13. FEEDBACK AND INFORMATION

Any feedback you provide at this site shall be deemed to be non-confidential. “eNet” shall be free to use such information on an unrestricted basis.

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