

GENIE BUSINESS MERCHANT TERMS AND CONDITIONS

1. Your Agreement with the Company

- 1.1. This agreement (Hereinafter the "Agreement") contains the terms and conditions that govern your access to and use of the Dialog Finance Genie Business Platform (The 'Platform') and the products and services offered therein (Hereinafter "Services") and is an agreement between Dialog Finance PLC a company duly registered in Sri Lanka bearing Company Registration No. PB 765 PQ and having its registered address at No. 475, Union Place, Colombo 02 (Also referred to as "the Company") and you and/or the entity you represent ("you" or "your").
- 1.2. Dialog Finance PLC and you and/or the entity you represent shall together be known as the 'Parties' and individually as a 'Party'.
- 1.3. This Agreement takes effect when you read and sign these terms and conditions or, if earlier, when you use any of the Services (The "Effective Date").
- 1.4. You acknowledge to have read, understood and accepted the Agreement. You will be bound by this Agreement which will continue to apply every time you (Which hereinafter includes your employees, agents and authorized representatives) use the Services.
- 1.5. Each Services obtained by you in whole or in part may be subject to additional terms and conditions of the Company specific to such facility or service. When you request such Services from the Company through this Platform you are deemed to have read, understood and agreed to the terms specific to such Services.
- 1.6. You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.
- 1.7. This Agreement constitutes the entire understanding and agreement of the Parties hereto relating to the subject matter of this Agreement and except as expressly provided in this Agreement, supersedes and extinguishes all prior agreements, understandings and undertakings between the Parties hereto relating to the same.
- 1.8. Merchant initiated transactions ("MIT") shall be the payments that are initiated on the Platform by you on behalf of your customer, pursuant to a prior written agreement that you have entered into with your customer/s authorizing you, to initiate payments on behalf of your customer/s.

2. Term

- 2.1. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under Clause 11.

3. Scope of Services

- 3.1. Provided that you have requested for the specific Service from the Company, you may access and use the Services in accordance with this Agreement. The underlying Services provided by the Company under this agreement shall include;
 - 3.1.1. Payments of local and international Payment Cards accepted in the Platform;
 - 3.1.2. Contactless Payments (Tap to Pay)
 - 3.1.3. Facilitating Quick Response (QR) transactions provided by local and international payment schemes;
 - 3.1.4. Accepting payments via a payment link;
 - 3.1.5. Online Marketplace (E-Store);
 - 3.1.6. Genie Business Internet Payment Gateway;
 - 3.1.7. Acceptance of International and Local mobile payment and digital wallet services;
 - 3.1.8. Multi Currency Payment Processing("MCP");
 - 3.1.9. Settlement of funds accrued through payment processing to your designated settlement account; and/or
 - 3.1.10. Any other payment services developed by the Company and offered via the Platform.
- 3.2. You will comply with the terms of this Agreement and all laws, rules and regulations applicable to your use of the Services.
- 3.3. The Company shall at its sole discretion offer the Services to you. The Company reserves the right to reject any Services requested by you, for any reason whatsoever.
- 3.4. You understand that you may not have access to all Services an associated features offered by the Company through the

Platform based on the level authority assigned to you by the entity you represent or restricted by reason of internal policy of the Company.

- 3.5. You understand that the Company reserves the right to;
 - 3.5.1. Set minimum and maximum transaction limits based on the Company's internal policies and procedures
 - 3.5.2. Temporarily or permanently suspend your use of the Platform or the underlying Services in the event you were inactive in the Platform for a continued period of six (6) months or if you are in breach of any of the provisions of this Agreement.

4. Merchant Responsibilities

- 4.1. Except to the extent caused by the Company's breach of this Agreement, you and/or any persons authorized by you are responsible for all activities that occur in the Platform, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (Including your contractors, agents or other end users permitted by you), and the Company shall not be responsible for unauthorized access to the Platform.
- 4.2. Log-in credentials to the Platform and any OTPs ('One Time Passwords') generated by the Company or auto generated by you through the use of this Platform as the case maybe pertaining to accessing the Services, are for your internal use only and you will not share, sell, transfer or sublicense them to any other entity or person.
- 4.3. You shall not swipe any payment cards in data capturing devices other than the Point of Sale (POS) terminals provided by the Company.
- 4.4. You shall not charge any amount from customers to recover your fees (i.e. the Merchant Discount Rates) for card transactions.
- 4.5. Acceptance of the Platform
You shall;
 - 4.5.1. promptly honor any payment request for a Transaction by a customer via the Platform;
 - 4.5.2. offer goods and/or services to customers who wish to make payments via the Platform on terms not less favorable than those offered to customers paying you through other means including cash;
 - 4.5.3. not directly or indirectly indicate that the customer requires a minimum value to carry out transactions via the Platform.
 - 4.5.4. not accept any cash payment from a customer with respect to goods and/or services paid for via the Platform.
- 4.6. You shall permit the Company or its authorized agents to visit and examine the books of accounts and any other records connected with the Platform and/or the Transactions with prior notice and you shall co-operate with the Company to the best of its ability to facilitate this process.
- 4.7. You shall prominently display in the place or places of business nominated, the Platform details, insignia and other material provided by the Company for the purposes of display and shall notify the public that payments for transactions can be made through the Platform. You hereby irrevocably authorize the Company to include your trade name and logos, in any advertising or promotional material in connection with the Platform.
- 4.8. You or any individual/s authorized by you to access the Platform and its Services (Hereinafter referred to as the 'User');
 - 4.8.1. Any and all activities carried out by the said User shall bind you and at no time shall the Company be liable for any actions (Including but not limited to any fraud, illegal activity or unauthorized transactions conducted by any of the Users on behalf of you) and you shall be solely liable for all such activity.
 - 4.8.2. You will ensure that all Users comply with your obligations under this Agreement and that the terms of your agreement with each end user are consistent with this Agreement.
 - 4.8.3. If you become aware of any violation of your obligations under this Agreement caused by a User, you will immediately suspend access to your account by such User and immediately inform the Company regarding such breach and relevant instructions.

- 4.9. You agree and undertake to be responsible for submitting the correct and up to date details, including but not limited to, log in credentials, your contact numbers, bank account details or account details as applicable, and the Company shall not in any way be liable for any erroneous transactions incurred by reason of incorrect submission of details caused by you.
- 4.10. You further undertake to exercise a duty of care to ensure that the Platform is not accessed by unauthorized persons.
- 4.11. You may not use the Platform and its Services or request for any facility for Restricted Activities including Gambling (Including casinos, gambling services, internet casino sites), Prostitution and adult digital content or services, direct or indirect sale of weapons and military equipment, sale of drugs / unlawful sale of prescription drugs, human trafficking or any illegal purposes including in violation of any local legislation or international law including but not limited to any laws governing intellectual property, data protection, money laundering and terrorist financing.
- 4.12. **Your Devices**
You and the Users are at all times responsible for the care and control of any Devices including but not limited any mobile devices, tablets, laptops or computers used to access the Platform and/or the Services. You must take all steps to safeguard and protect your Devices. Your responsibilities include, but are not limited to:
- 4.12.1. Determining whether you can access the Internet on your Device. Your wireless carrier's standard data fees will apply when accessing the Platform and/or the Services.
- 4.12.2. Keeping safe possession of your Devices.
- 4.12.3. Keeping a locked screen or passcode lock on your Devices at all times;
- 4.12.4. Keeping your log in credentials strictly confidential.
- 4.12.5. Updating your internet browser and firewalls to the latest available versions.
- 4.13. **Your Website/Mobile Application**
You shall ensure that any Website/ Mobile Application to which Services are provided hereunder shall comply with the minimum disclosure requirements imposed by the Company from time to time including but not limited to;
- 4.13.1. Disclosing your corporate information, trading name most recognizable to the cardholder, postal address, email address, telephone number(s) and country of domicile of the business in the Website/Mobile Application;
- 4.13.2. Clearly disclosing to your customer your return/ refund/ cancellation policies including any limitations and/or restrictions to refunds prior to the purchase decision is made;
- 4.13.3. Display key customer service contact information, including your e-mail address, telephone numbers (Including country code, toll-free and non-toll-free numbers, facsimile numbers, etc.), and have the resource available to address customers queries with due diligence;
- 4.13.4. Your policy regarding delivery of goods, inclusive of any restrictions or other special conditions in place;
- 4.13.5. Your Data privacy policy including what type of information is collected, the purpose of collecting the data, when the information is being collected, how cardholder information will be used, to what extent it will be shared in any way with a third party and if and how a consumer can restrict the use of his/her personal information;
- 4.13.6. If you provide recurring goods or services such as subscriptions, membership fees, and charge a cardholder's account periodically, you must obtain a written permission in a format such as hard - copy or electronic record from the cardholder for the goods or services to be charged to the cardholder's account. The written permission must at least specify transaction amount, frequency of recurring charges and duration of time for which the cardholder's permission is granted. You must retain the written permission for the duration of the recurring services and for a period of six (6) years thereafter. A simple and easily accessible online cancellation procedure must be in place if the cardholder's request for goods or services was initially accepted online;
- 4.13.7. Information about the method of transaction security used to secure cardholder account data during the ordering and payment process must be provided to your customer. It should include details such as what level and type of security is being used (e.g. Secure Socket Layer (SSL) with 40-/56-/128- bit encryption keys), why it is being used in general, what steps are taken to ensure data quality and access, how it is being held and where, what the consumer will benefit from it and what pages will be secured;
- 4.13.8. If deemed that your business is within a special category at the Company's sole discretion, you shall display in your Website/Mobile Application the certifications obtained from the relevant regulatory body to carry on the business;
- 4.13.9. All values on your Website/Mobile Application must be denominated in Sri Lankan Rupees (LKR), United States Dollars (USD), or such other currency only as permitted by the Company.
- 4.14. In respect of each Transaction, you shall provide to the customer a record of such Transaction (By electronic means, or such other comparable method acceptable to the Company) which shall include all or as applicable, the following information;
- 4.14.1. Your URL or online address;
- 4.14.2. A list of any restrictions on returns or refunds;
- 4.14.3. A description of goods and/or services supplied;
- 4.14.4. Your business information including trade name and, if the supplier of goods and/or services is not you, the supplier;
- 4.14.5. The transaction amount and currency;
- 4.14.6. The authorization code and the date of obtaining the same;
- 4.14.7. Your delivery policy and any related restrictions;
- 4.14.8. provided that, if such record is sent by electronic means, it must not contain Card and/or account data.
- 4.15. You shall forthwith inform the Company in writing of the occurrence of any changes occurring to your following information- prior to the effective date of such change;
- 4.15.1. Any closure of, or change in location, of shops or offices;
- 4.15.2. Cessation of the your business;
- 4.15.3. Any material change in the nature of the business carried on by you;
- 4.15.4. Any material changes in your management;
- 4.15.5. Any change in your legal status (such as from a sole proprietorship to a partnership or limited company or vice versa);
- 4.15.6. Any change in your URL or online address; or
- 4.15.7. Any change in any other material particulars relating to your supplied to the Company in connection with this Agreement at any time.
- 4.16. **MIT**
If you offer a MIT, based service/s to your customer using the Platform, in addition to the other terms and conditions set out in this Agreement:
- 4.16.1. You shall maintain a valid digital consent agreement with your customer, where your customer explicitly consents to the collection and initiation of all future monthly payments/ transactions of variable amounts by you, on behalf of your customer and debiting your customer's account or card; it is mandatory that you maintain the digital records of such agreements and produce at any inquiry/ dispute or at the request of the Company;
- 4.16.2. you shall retain and maintain records of such digital agreements and produce the same in the event of any inquiry, dispute or at the request of the Company;
- 4.16.3. you shall be fully responsible for all liabilities, fines, payments, penalties arising out of or in relation to your failure to maintain such agreement with your customer for MIT;
- 4.16.4. any restricted retry fees incurred will be passed on to you and you be deducted from your future proceeds or should be settled immediately to the Company upon request;
- 4.16.5. a detailed list of restricted retry fees will be provided to you by the company during integration and
- 4.16.6. any compliance related fees, fines, penalties charged to the Company shall be passed to you and you should immediately settle the payment to the Company;
- 5. Settlement**
- 5.1. Unless you have requested for settlement in USD or any other currency supported by the Platform under the MCP (Multi Currency processing) feature, all settlements shall be effected in Sri Lankan Rupees (LKR) to such Settlement Account defined in the Merchant Application.
- 5.2. Settlement schedule would be as follows:
- 5.2.1. Settlement of daily Transactions shall occur on the date specified by the Company excluding weekends and holidays. However, the Settlement date shall be subject to change at the discretion of the Company from time to time;
- 5.2.2. In case of settlement to Other Bank Account/s you shall be charged a settlement fee displayed on the official website of the Company.
- 5.3. You shall maintain a monthly report with the full details of the Transactions concluded through the Platform for the respective month and submit the same to the Company. In the event of any dispute relating to the settlement of the Commission Rate for the said month, the Parties shall

endeavor to resolve all such disputes amicably, failing which however the decision of the Company with regard to such dispute based on the detailed transaction logs maintained by the Company shall be final.

- 5.4. In the event of any disputed transaction the Company reserves the right to hold any funds until the disputed transaction is duly resolved.

6. Returned Items/Chargebacks

- 6.1. In the event of occurrence of any of the below circumstances you shall, at the Company's request, repurchase such card transaction(s) at the amount of such card transaction(s), which may be deducted from any payment due to you or may be charged against any of your settlement account(s). If any such amount is non-collectable through withholding from any payments due hereunder or through charging the your settlement account(s), you shall, upon demand by the Company, immediately pay the Company the full amount of the chargeback.
- 6.1.1. a customer disputes any card transaction or payment for any card transaction (Irrespective of the nature or manner of such disputes);
- 6.1.2. a card transaction is charged back to the Company for any reason by the card issuer according to the operating rules and regulations of the related card association;
- 6.1.3. there has been a breach by you of any term of this Agreement;
- 6.1.4. the Transaction has not been submitted for processing within the stipulated time period or in accordance with this Agreement;
- 6.1.5. The Company has any reason to believe a Transaction previously submitted hereunder is unlawful, unenforceable, irregular, questionable, not genuine, or is otherwise unacceptable; and/or
- 6.1.6. any other event or circumstance, which the Company shall have previously notified to you in writing for the purpose of this Clause, has occurred in relation to a Transaction.
- 6.2. You understand that obtaining an authorization for any Transaction shall not constitute a guarantee of payment and the related Transaction can be charged back to the Company as set out herein.
- 6.3. You agree and understand that for chargebacks and refunds related to MCP transactions, the Company shall levy from you any fees and charges applied by the Card Scheme as well as such additional fees and costs from you which fees maybe displayed on the Platform, hosted on the Company official website or notified to you from time to time as well..

7. Reversals

- 7.1. You shall be able to reverse a previously settled amount to the customer's card/account, where the Transaction had occurred within the last Sixty (60) days and the card/account is still active, by making a request to the Company via an authorized channel which is informed to you by the Company.
- 7.2. The refund process shall be completed within Five (5) to Seven (7) working days. You shall be able to initiate a reversal of the full amount of any Transaction that has not yet been posted for settlement.
- 7.3. For reversals via credit/debit cards, the Company will forward the reversal to the external payment gateway provider to reverse the Transaction. For reversals via bank accounts, the Company will direct the reversal to the respective bank of the account holder. You accept that such reversals are subject to the terms and conditions of the external payment gateway provider or bank, as applicable.
- 7.4. For any transaction related disputes and reversals, other than network connectivity, the customer should contact you or the Company helpdesk.
- 7.5. You shall not make a cash refund in respect of chargebacks or reversals.
- 7.6. You agree and understand that for reversals related to MCP transactions, the Company shall levy from you any fees and charges applied by the Card Scheme as well as such additional fees and costs from you which fees maybe displayed on the Platform, hosted on the Company official website or notified to you from time to time as well.

8. Security and Data Privacy

- 8.1. Without limiting your obligations under this Agreement, the Company will implement reasonable and appropriate measures designed to help you secure your Information against accidental or unlawful loss, access or disclosure.
- 8.2. The Company will not access or use your Information except as necessary to maintain or provide the Services, or as

necessary to comply with the law or a binding order of a regulatory/governmental body.

- 8.3. The Company will only use your Information in accordance with the Privacy Notice ('Privacy Notice' means the privacy notice located at <https://www.dialogfinance.lk/privacy-notice>), and you consent to such usage.
- 8.4. Unless it would violate the law or a binding order of a regulatory or governmental body, the Company will give you notice of any legal requirement or order referred to in this Clause.
- 8.5. The Company reserves the right to share your Information with any one of its subsidiaries and/or holding companies, in accordance with its Privacy Notice, (As may be updated by us from time to time) in order to provide an integrated service to you and/or for the purpose of recovering any outstanding amounts and/or with any Government authority for any criminal investigation or for the purpose of any criminal proceedings.
- 8.6. You agree and understand that loss or theft of the Device used to access the Services pose a risk to exposing yours and the sensitive data of your customers to third parties and you irrevocably agree to promptly inform relevant authorities regarding any loss or theft of your Device.
- 8.7. You further agree to promptly keep the Company informed of any such loss or theft of the Device without any delay and request the Company to block any access of the Platform by third parties through the communication channels made available to you by the Company and informed to you by the Company from time to time.
- 8.8. You agree and understand that it shall be your sole liability whereas the Company shall not bear any responsibility or liability towards any claims, losses, damages, costs, liabilities and expenses incurred, suffered by you prior to informing the Company as aforesaid due to unauthorized access of your Account by third parties due to loss or theft of the Device.
- 8.9. You specifically agree and understand that in the event you fail to duly notify the Company as required herein, it shall be your sole liability whereas the Company shall not bear any responsibility or liability towards any claims, losses, damages, costs, liabilities and expenses incurred, suffered due to unauthorized access of your Account by third parties due to loss or theft of the Device.
- 8.10. You shall, before completing a Transaction, comply with all security procedures specified by the Company from time to time and further adhere to any directives, instructions or guidelines issued by the Company relating to security conditions and implement, maintain and operate technical integrations and/or security standards as required by the Company from time to time. Any loss or damage caused to the Company or any third party due to your failure or delay in adhering to such procedures or requirements shall be your sole responsibility.
- 8.11. While adhering to security best practices, you are required to refrain from using the Insecure Protocol Suites.
- 8.12. Duty to Notify
With respect to unauthorized use of Payment Card Information;
- 8.12.1. You must notify the Company immediately if you know or suspect that payment data belonging to you or your customers ("Cardholder Data") through the use of the Platform held by you, or your Subcontractors, have been accessed or used other than in accordance with this Agreement ("Unauthorized Use").
- 8.12.2. You shall promptly provide to the Company the full details of the Unauthorized Use (Including, without limitation, a breakdown of all information lost if taken) and audit reports of the Unauthorized Use.
- 8.12.3. You shall, at your own cost, prepare and implement, with the Company, a mitigation plan to rectify any issues arising from Unauthorized Use, including, without limitation, obtaining the Company's advance input into and written approval of your communications to cardholders affected by the Unauthorized Use and providing to, or procuring for, the Company (And obtaining any waivers necessary to provide or procure) all relevant information to verify your ability to prevent future Unauthorized Use in a manner consistent with this Agreement.
- 8.12.4. You must engage, at your sole cost, an independent forensic investigator to conduct a thorough audit of any such Unauthorized Use, or you must provide (And obtain any waivers necessary to provide) to the Company, your forensic investigators and auditors, on request and at your sole cost, full cooperation and access to conduct a thorough audit of such Unauthorized Use. Audits conducted by you must include forensic reviews and

reports on compliance, as well as any and all information related to the Unauthorized Use and must identify the cause of the Unauthorized Use and confirm whether or not you were in compliance with the PCI DSS at the time of the Unauthorized Use.

- 8.12.5. Without prejudice to the other rights and liabilities under the Agreement, you shall indemnify the Company for all fraudulent transactions related to such Unauthorized Use and all costs, fees, and expenses, including claims from other third parties and all costs incurred by the Company as a result of the Unauthorized Use.

9. Anti Bribery and Anti Corruption

By entering into this Agreement, you agree to comply with the Company's clauses pertaining to Anti-Bribery and Anti-Corruption located at <https://www.dialogfinance.lk/wp-content/uploads/2021/07/dap-group-abac-policy.pdf> published in the Company official website and updated from time to time which shall form part and parcel of this Agreement.

10. Changes

- 10.1. The Company reserves the right to change or discontinue any of the Services from time to time giving you at least thirty (30) days prior notice if we discontinue material functionality of a Service that you are using. Provided however, you understand that this notice will not be required if the notice period;
- 10.1.1. would pose a security or intellectual property issue to the Company or the Services;
- 10.1.2. is economically or technically burdensome, or
- 10.1.3. would cause the Company to violate legal and regulatory requirements.
- 10.2. The Company may add or change the provisions of this Agreement at any time. The Company will notify you of any additions or changes to this Agreement by posting a notice on the Company's official website or as otherwise notified to you from time to time. Once we provide you with the notice, this Agreement shall be considered as amended and you are deemed to have accepted the changes as of the effective date of the notice. If you do not agree with the Agreement, as amended, you shall discontinue using the Platform and the relevant Services. Do not use the Platform and the relevant Services if you do not agree to this Agreement, as amended. By continuing to use the Platform and/or the Services after the Company gives you notice, you agree to and accept the new or revised terms and conditions provided under this Agreement, as amended. You may view the most current version of this Agreement at any time in the Platform.

11. Termination

- 11.1. Termination by the Merchant
- 11.1.1. You shall be at liberty to withdraw from using the Platform or the underlying Services anytime giving the Company 1 month notice.
- 11.2. Termination or suspension of services by the Company without cause
- 11.2.1. The Company may, without prior notice to you, suspend the Services at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons.
- 11.2.2. The Company may, at its discretion, withdraw temporarily or terminate the Services wholly or in part, at any time without giving prior notice to you or suspend the your access to the Platform without reason, impose conditions or restrictions on you in respect of the use of the Platform or change the procedures or the mode of operation of the Platform.
- 11.2.3. The Company shall however endeavor to give reasonable notice for suspension and/or termination of the Services, to the extent possible.
- 11.3. Termination by the Company for cause
- 11.3.1. The Company may terminate this Agreement if you breach any of the terms herein contained and the same is not cured within Thirty (30) days of notice of the said breach by the Company to you, unless such time period allowed for curing of the breach is further extended by mutual agreement.
- 11.3.2. the Company may immediately terminate this Agreement in the event of any violation of law or regulation by you or where the Platform is used by you for an unlawful or unauthorized purpose.
- 11.3.3. Notwithstanding anything to the contrary, If the Company suspects, on reasonable grounds, that you have committed a breach of this Agreement or an act of dishonesty or fraud against the Company, the external payment gateway provider, the bank or any customer, the

Company, strictly without prejudice to its right to proceed legally against you or lodge a claim for the repayment of monies already settled by the Bank, shall be entitled to suspend all payments under this Agreement to you and/or immediately terminate this Agreement.

11.4. Effects of Termination

- 11.4.1. Upon the termination of this Agreement hereunder you shall, discontinue use of any and all parts of the Platform. Provided however such withdrawal or discontinue to use the Platform does not in any way diminish, reduce, alter your obligation towards any individual Services you may have obtained through the use of the Platform and any facilities related thereto.
- 11.4.2. Upon the termination of this Agreement as set in this Clause 11:
- In the event this Agreement is terminated by the Company for cause under Clause 11.3, the Company retains the right to list you in any Screening Service offered by any Payment Scheme;
 - Such termination shall not affect any provision of this Agreement which is expressed or intended to survive or operate in the event of termination of this Agreement and shall not prejudice or affect the rights of either Party against the other in respect of any breach of this Agreement occurring prior to termination or in respect of any moneys payable by either Party to the other or in respect of any other rights accrued in each case in respect of any period prior to termination;
 - Such termination shall not prejudice the benefits provided to customers by either Party and both Parties undertake to fulfill their respective obligations under this Agreement towards any customer serviced prior to any termination;
 - You shall with immediate effect or within a period as notified by the Company send to the Company or otherwise dispose of in accordance with the directions of the Company all property of the Company in your possession or under your control including but without limitation all samples and any advertising, promotional or sales material relating to the Platform, applications, any Dongle Device, equipment then in the possession or under your control;
 - You shall no longer hold himself out as an entity authorized by the Company and shall cease to promote, market, advertise or operate the Platform;
 - All rights granted by the Company to you to use the Intellectual Property pursuant to this Agreement shall automatically cease;
 - Any costs incurred by the Company in complying with the provisions of this Agreement specifically at your request shall be for your account;
 - You shall have no claim against the Company for indemnification or compensation, whether for loss of income, loss of goodwill or otherwise, direct or indirect; and
 - The Parties shall settle all dues within a period of sixty (60) days from the date of termination of the Agreement.

12. Fees and Payment

- 12.1. You will pay the Company the applicable fees and charges for use of the Services as described on the Company's official website including subscription fee, applicable fees for chargebacks and refunds, or as notified to you from time to time using one of the payment methods the Company supports;
- 12.2. You shall pay the Company a non – refundable Setup fee as shall be defined by the Company from time to time;
- 12.3. You shall additionally pay the Company a Commission Rate at the rate set out in the Merchant Application per transaction carried out by your customer via the Platform. The Merchant Discount Rate (MDR) shall be deducted by the Company from each transaction prior to settlement
- 12.4. All amounts payable by you under this Agreement will be paid to the Company without setoff or counterclaim, and without any deduction or withholding;
- 12.5. You may use any value-added services offered on the Platform from time to time, upon payment of the applicable fees specified on the Platform, the Company's official website or as notified to you from time to time. Your use of the said value-added services shall be subject to the terms specified in this Agreement;
- 12.6. Fees and charges for any new service or new feature of a service will be effective when the Company post updated fees and charges on the Company's official website or as notified to you from time to time unless the Company expressly state otherwise in a notice;
- 12.7. The Company may increase or add new fees and charges for any existing Services you are using by giving you at least 7

days' prior notice. The Company reserves the right to charge you interest at the rate of 1.5% per month (or any rate permitted by law, whichever that is higher) on all late payments.

13. Ownership and Proprietary Rights

- 13.1. You acknowledge that the Platform underlying the Services, any Dongle Device, as well as other software which are required for operating and accessing the Services are the legal property of the Company.
- 13.2. The Company owns either by itself or by its holding company all right, title, and interest in and to the Platform and the Services, any content, and all related technology and intellectual property rights.
- 13.3. Subject to the terms of this Agreement, the Company grants you a limited, royalty-free, revocable, non-exclusive, non-sublicensable, non-transferrable license to use the Platform and the Services solely in connection with your permitted use of the Services during the Term.
- 13.4. The visual interfaces, graphics, designs, compilation, information, computer codes, software services and all other elements provided by the Company are protected by copyright, designs, patent and trade mark laws.
- 13.5. Any permission given by the Company to access the Platform, any Dongle Device, or its Services in any way whatsoever will not convey any proprietary or ownership rights in such software to you.
- 13.6. The Platform, its Services or any underlying information may not be copied, displayed, modified, adapted, communicated or republished in any form without advance express written consent from the Company. All rights not expressly granted are hereby reserved. All other company and product names and logos are trademarks or registered trademarks of the Company or its holding company.
- 13.7. Neither you nor any User as the case maybe will, or will attempt to;
 - 13.7.1. reverse engineer, disassemble, or decompile the platform or the Services or apply any other process or procedure to derive the source code of any software included in the Services
 - 13.7.2. access or use the Platform or the Services in a manner intended to avoid incurring fees or exceeding usage limits or quotas, or
 - 13.7.3. resell, assign and/or sub license the Platform or Services.
- 13.8. You shall not use the Company's trademarks, service marks, logos and/or other brands in a manner which brings disrepute to the Company or its products or services or portray the Company or its products or services in a false light. You shall comply with the Company's requests as to the use of the Company's trademarks, service marks, logos and/or other brands and shall refrain from taking any action that diminishes the value of such trademark, service mark and or other brands in any manner whatsoever.

14. Indemnity

You hereby agree to indemnify and shall keep the Company and their respective employees, officers, directors fully indemnified and hold harmless from and against all actions, claims, demands, suits, penalties, fines, costs, expenses (including but not limited to reasonable attorneys' fees), liabilities, losses, damages or other monetary relief (Including without limitation to any fines imposed under payment schemes and Regulators' operating rules and regulations) brought, made or awarded against or incurred by the Company resulting (Directly or indirectly) from any act or omission by You and/or User breach or non-performance of conditions contained in this Agreement by you and/or User or in connection with the Company acting on your instructions or arising directly or indirectly out of any negligent act or omission, willful default or breach of statutory duty on your part, including breach of the Company and third party intellectual property rights.

15. Limitation of Liability

- 15.1. THE COMPANY WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE COMPANY WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH:
 - 15.1.1. YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY

- i. TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICES
 - ii. THE DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR,
 - iii. ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON;
- 15.1.2. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;
 - 15.1.3. ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR
 - 15.1.4. ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR INFORMATION OR OTHER DATA.
 - 15.1.5. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS, THE COMPANY'S LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS CLAUSE APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

16. General

- 16.1. Applicable Law
This Agreement shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 16.2. Dispute Resolution
 - 16.2.1. If any dispute or difference whatsoever arises between the Parties out of or concerning matters relating to this Agreement or any provision thereof, the Parties herein shall use their best endeavors to resolve the dispute or difference amicably.
 - 16.2.2. Failing amicable resolution of such dispute or difference by the Parties hereto within thirty (30) Days from first reference of such dispute or difference, such dispute or difference shall then be subject to the exclusive jurisdiction of the courts of Colombo Sri Lanka.
- 16.3. Force Majeure
 - 16.3.1. The Company shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event and in such case its obligations shall be suspended for as long as the Force Majeure event continues.
 - 16.3.2. For the purpose of this clause "Force Majeure" shall mean and include but not be limited to government decision, war whether declared or not, hostilities, act of the public enemy, civil commotion sabotage, fire, typhoons, flood or any natural disasters, explosion, epidemics, quarantine restrictions, disturbance in supplies from normally reliable sources (including but not limited to electricity, water, fuel) strike and lockout or any other event beyond the reasonable control of the Company.
- 16.4. Assignment
You may not assign or otherwise dispose of any of the obligations under this Agreement. The Company may transfer or assign its rights and obligations under these terms and such transfer or assignment shall be effective upon notification of the same to you.
- 16.5. Notices
 - 16.5.1. Unless specified otherwise, all notices, demands, requests, reminders shall be issued to you by the Company by publishing on its website or by electronic mail or by registered post or by sending a text message to your registered mobile number. For avoidance of doubt, the Company may notify you in any one of the ways set out above.
 - 16.5.2. Notice shall be deemed to have been duly served upon and received by you, (a) if published on the website, at the time of publication; (b) if sent by electronic mail, at the time it was sent; (c) if sent by registered post, on the day following the dispatch of the letter; (d) if sent by text message at the time the text message was sent.
- 16.6. Waivers
The failure by you to this Agreement to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise

or enforcement hereof at any time. Further, no waiver of any term or condition in this Agreement by the Company shall be deemed a waiver of any other term or condition.

- 16.7. **Severability**
If, any of the terms and conditions of this Agreement shall be or become unenforceable for any cause or reason whatsoever, the ensuing lack of enforceability shall not affect the other provisions hereof, and in such event the Parties hereto shall endeavor to substitute forthwith such other enforceable provisions as will most closely correspond to the legal and economic contents of the said terms and conditions.
- 16.8. **Publicity**
Unless provided otherwise, you shall not advertise, promote or publicize any matter related to this Agreement without the prior written approval of the Company. The Company reserves the right to advertise, promote or publicize any matter related to this Agreement with or without prior notification to you.
- 16.9. **Warranty of Authority**
You represent and warrant to the Company that your authorized signatories are entitled to sign on your behalf and the rights and obligations shall be legally valid and binding and enforceable on you.
- 16.10. **English Language to Prevail**
In the event of any inconsistency between these terms and conditions and the Sinhala or Tamil translation of these terms and conditions, the English terms and conditions shall prevail.

The Terms and condition of this Agreement shall be read in conjunction with the Merchant Application which also forms an integral part of the Agreement.

IN WITNESS WHEREOF, and in acknowledgment that you have read and understood each and every provision hereof, your representatives/authorized signatories, with the authority to bind you, have caused this Agreement to be duly executed.