

mada-POS

Standard Merchant Services Agreement (MSA)



mada-POS STANDARD MERCHANT AGREEMENT

The purpose of the document is to define the ownership and responsibilities, between The Merchant and The Banque Saudi Fransi (Acquiring Bank), of the various components relating to the mada-POS service, where a customer is present at a Merchant's Outlet/Business, and is in possession of a valid mada Payment Card.

This Agreement is made on the / /20 , between: Member Bank Name (hereinafter called "The Banque Saudi Fransi") of the one part and Merchant _____ incorporated and having its office at _____ (hereinafter called "The Merchant"), with Commercial Number. _____ Entity Number. _____ of the other part

Whereas:

1. The Banque Saudi Fransi (Acquiring Bank) participates in an electronic funds transfer system whereby the holder of a mada Payment Card may effect payment to a company firm or other person participating in the scheme (hereinafter called the "The Merchant") for goods and/or services supplied by The Merchant by directing the transfer of funds from the bank account of the holder of a mada Payment Card with one of the Card Issuing Banks to the bank account of the Merchant maintained with one of the Banque Saudi Fransi (Acquiring Bank).
2. The Merchant desires to make use of the electronic funds transfer system facilitated by The Banque Saudi Fransi (Acquiring Bank) in connection with The Merchant's sale of goods and/or services, collection of payments and (subject to the agreement of The Banque Saudi Fransi (Acquiring Bank)) refunds or other payments to the holder of a mada Payment Card and such other types of transactions involving electronic funds transfer at point of service which may be introduced from time to time.

1. Definitions

Acquiring Bank: is a banking institution that is a member of the Saudi Payments Network which enters into a joint agreement with the merchant under which it accepts the points of sale transfers of the Saudi network provided by the Bank.

Issuing bank: The bank where the cardholder has an account and payment card (Mada) intended for use in relation to point-of-sale operations in the Saudi Payments Network

EMV: acronym for Europay, MasterCard, Visa which enables issuers, Merchants and consumers to use chip cards and terminals with added security and functionality.

Forced Reconciliation: In exceptional circumstances where a Merchant has failed to perform reconciliation at the Terminal within the specified timelines, the Acquirer will 'force reconcile' the terminal. .

International Card Schemes: Includes among others, Visa, MasterCard and American Express.

Merchant: Company, firm, corporation, government body or other person who has a Merchant Account and an existing and ongoing relationship with a SAMA regulated Banque Saudi Fransi (Acquiring Bank) designated for The Bank to allow any cardholder using a valid mada Payment Card and PIN to pay for goods and/or services, and has contractually agreed to accept the payment device as a method of payment at their premises.

Merchants Account: An account or record held with the Banque Saudi Fransi (Acquiring Bank) used for the purposes of settlement of mada -POS transactions. All current SAMA rules are applicable to the opening and maintenance of this account. This account must be settled on a regular basis and conform to the requirements stipulated within Sections 5 and 7 of this document.

Merchant's Name: The name which appears upon the printed mada POS Receipt and the name which appears upon the Merchant's Account(s) relating to all mada -POS transactions performed at the agreed Merchant's Outlet.

Merchant's Outlet/Business: Any of The Merchants retail outlets, branches or place of business through which The Merchant conducts its business and in which one or more mada -POS terminals may be installed.

Off-Line Transaction: A card and terminal controlled process that allows a chip-initiated request to be processed in a belowfloor limit environment offline without sending the request online through mada to the Issuer for authorization.

Cash-Back: A service enabled through the mada scheme, facilitated through the mada Point of Sale (PoS) terminal, which allows the cardholder to draw cash, (only) in addition to making a purchase payment at Point of Sale. Such cash-back facility shall be subject to a daily maximum withdrawal value, and will always be authorized on-line.

atther Service: It is a service that allows cardholders to make payments electronically by waving or tapping the card over the PoS terminal. A single atther transaction will have a limit of SAR 100 SAR or less. The cardholder may be occasionally asked to enter the PIN for security purposes and to reset atther values in order to use the service again.

Refund: A Transaction that is initiated by a Merchant to return funds to a Cardholder in respect of a prior Purchase of goods, services or price adjustment.

Operating Manuals: The Manuals issued by The Banque Saudi Fransi (Acquiring Bank) to Merchants, setting out the regulations relating to the use and operations of the mada -POS Terminal devised and issued by The Banque Saudi Fransi (Acquiring Bank) as amended from time to time.

PCI DSS: Payment Card Industry Data Security Standards. A standard from the PCI Security Standards Council, developed to ensure financial data security standards. Of particular relevance to Merchants in respect of securing/protecting card holder data (card number, etc)

PCI PED: Payment Card Industry PIN Entry Device. A standard from the PCI Security Standards Council designed to secure personal identification number (PIN) based transactions globally and apply to devices that accept PIN entry for all PIN based transactions.

mada: The new identity for Saudi Payments Network, developed by the Saudi Central Bank.

Bank Signature

Customer Signature

mada Mark: The name of the logotype of mada, including the benefit or any registration thereof.

mada Payment Card: A plastic EMV compliant card, issued by a Card Issuing Bank from time to time for use in mada -POS transactions, embedded with an integrated circuit, or chip, that communicates information to an electronic payment terminal device, which can be used online and offline, depending on the risk parameters upon the card and/or terminal.

mada - POS: Electronic Funds Transfer at Point-Of-Service and the terminology “mada - POS” system shall be construed accordingly.

mada - POS Merchant Service Cost: The fees The Merchant pays in respect of the mada - POS service. Hereinafter referred to as “MSC”. **mada - POS Receipt:** A Transaction record given to a Cardholder by a Merchant at the time of purchase, refund, or other transaction type bearing the details identified by The Banque Saudi Fransi (Acquiring Bank) in respect of mada POS transactions. Merchant must store receipt as paper or electronic format (excluding Email or SMS format) in their systems.

mada - POS Terminal: Point Of Service Terminal, or Terminals, and the software incorporated therein installed or to be installed at The Merchant's Outlet for use in accepting mada Payment Cards, or other card schemes if authorised to do so.

Clause headings are used for convenience of reference only and shall be ignored in the interpretation of this Agreement. In the Agreement references to clauses are to be construed as references to clauses of this Agreement. words importing the plural shall, except where the context otherwise requires, include the singular and vice versa. and references to personals shall be construed as references to an individual firm, company, corporation, statutory body, government body, unincorporated body of persons, association of trust as the context may require.

2. Use of mada Mark

- (A) The Banque Saudi Fransi (Acquiring Bank) hereby grants to The Merchant a non-assignable exclusive license (with no right to sub-license) to use the mada Mark, or any other brand or mark that SAMA may elect to use, from time to time, in connection with such aspects of the mada - POS transactions as are, or may be performed or conducted by The Merchant, in conformity with the requirements of The Banque Saudi Fransi (Acquiring Bank) from time to time. The Merchant agrees that it will not contest or lay any claim to the exclusive ownership of the mada Mark or dispute the validity of the mada Mark.
- (B) It is hereby agreed that the mada Mark, and any other brand or mark that SAMA may elect to use, from time to time, is the exclusive property of SAMA and The Merchant shall not make any unauthorised use of the same.

3. Installation and Maintenance of mada - POS Terminals

- (A) The Banque Saudi Fransi (Acquiring Bank) shall install at The Merchant's outlet the mada POS Terminal(s) subject to the terms and conditions contained or made, or to be made, supplemental to the Agreement as amended from time to time, and subject to any regulations contained from time to time within the mada Operating Manuals. Subject to paragraph (c) of this Clause, the statement of charges and to paragraph (c) of Clause 19, the cost and maintenance of the mada - POS Terminal and providing terminal supplies and stationery shall be borne by The Banque Saudi Fransi (Acquiring Bank).
- (B) The Merchant hereby authorises The Banque Saudi Fransi (Acquiring Bank) to procure or lease the mada - POS Terminal and to see that it is installed at The Merchant's outlet at the site, or sites, mutually agreed upon between The Banque Saudi Fransi (Acquiring Bank) and The Merchant by either The Banque Saudi Fransi (Acquiring Bank) or by a third party appointed by The Banque Saudi Fransi (Acquiring Bank). The Merchant further guarantees to The Banque Saudi Fransi (Acquiring Bank) the exclusive right to install and connect mada - POS Terminals at any of The Merchant's outlet(s) agreed with The Merchants Bank. Namely, no other Banque Saudi Fransi (Acquiring Bank) will be permitted to install mada - POS Terminals at such outlets.
- (C) The Merchant shall at its own expense, and before the agreed time of installation, prepare and provide the necessary power points and space for the mada - POS Terminal (including signage & supporting advertising literature, where required) on the agreed site or sites at The Merchant's Outlet. Any other infrastructure requirements (i.e. telecommunications) are to be provided by mutual agreement with the Banque Saudi Fransi (Acquiring Bank) and/or its approved agents.
- (D) The Banque Saudi Fransi (Acquiring Bank) shall at its own expense provide the mada -POS Terminal(s), including signage, marketing & advertising material, together with education in respect of mada - POS rules and responsibilities, as stipulated by mada, subject to the payment of fees as specified in the Statement of Charges.

4. Ownership of mada-POS Terminals

The Merchant agrees that only The Banque Saudi Fransi (Acquiring Bank) supplied mada POS Terminals will used for conducting mada - POS transactions.

- (A) The Merchant shall assert no claim whatsoever in relation to the ownership of any mada - POS Terminal that has been provided by The Banque Saudi Fransi (Acquiring Bank), regardless of the degree of attachment to The Merchant's Outlet and The Merchant agrees to return to The Banque Saudi Fransi (Acquiring Bank) any supplied mada - POS Terminal(s), including any signage, marketing or advertising material, upon written request by The Banque Saudi Fransi (Acquiring Bank) due to termination of this Agreement.
- (B) The Merchant shall take proper and reasonable care of any mada POS Terminal supplied by The Banque Saudi Fransi (Acquiring Bank) and shall exercise due care, diligence and caution to prevent unauthorised access to the mada - POS Terminal and/or system and shall not tamper, or procure or permit others to tamper in any way with the mada -POS Terminal. The Merchant shall not part with possession and/or control over such supplied mada -POS Terminals, including any signage, marketing or advertising material, except in accordance with the terms of this Agreement or with express permission from The Banque Saudi Fransi (Acquiring Bank).
- (C) The Merchant shall not, or attempt to, sell, assign, mortgage, charge or otherwise dispose of or encumber in any manner whatsoever, the Banque Saudi Fransi (Acquiring Bank) supplied mada -POS Terminal, or in any interest therein, or permit any of the mada-POS Terminal or any interest to be sold, assigned, mortgaged, charged or otherwise encumbered or permit a lien to arise in respect thereof.
- (D) All mada-POS software and keys facilitated by The Banque Saudi Fransi (Acquiring Bank) shall on cancellation of this Agreement be removed or erased.
- (E) The Merchant mada-POS Terminals are provided under the Terms & Conditions laid down in this AGREEMENT by the Banque Saudi Fransi (Acquiring Bank), and conforming to mada rules.

5. Account with Merchant's Bank

- (A) The Merchant shall designate an account, or accounts, (known as the Merchant Account) for the purpose of mada -POS transactions with The Merchant's Bank. The Merchant confirms that it has an existing and ongoing commercial relationship with The Banque Saudi Fransi (Acquiring Bank) and further authorises The Banque Saudi Fransi (Acquiring Bank) to disclose this relationship to the banking authorities for The Merchant's registration to mada.

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- (B) When The Merchant designates an account for the purpose of mada POS transactions, The Merchant shall comply with the procedures laid down within the supplied rules applicable to the opening and maintenance such an account.
- (C) It is hereby agreed that The Merchant's Bank may, and without liability or limit, refuse any or all transactions from, or to, the Merchant's account with The Merchant's Bank. It is hereby understood and agreed by the parties hereto that no liability shall be imputed upon The Banque Saudi Fransi (Acquiring Bank) for limiting or refusing any or all transactions from, or to, The Merchant's account.
- (D) If, for any reason whatsoever, The Bank ceases to be an Banque Saudi Fransi (Acquiring Bank), The Merchant shall forthwith upon receipt of written notice thereof from The Bank, commence discussions with any of the other Banque Saudi Fransi (Acquiring Bank) the subject of reassignment of mada - POS transactions.

6. mada Payment Card or PIN Driven Transactions

If the Cardholder has a chip card or PIN driven magnetic strip card, and it is used in conjunction with a Terminal supplied by The Banque Saudi Fransi (Acquiring Bank), the provisions of this Agreement, where relevant, will apply to the use of such card.

7. General Obligations of The Merchant The Merchant shall:

- (A) Supply the goods and/or services of The Merchant to the Cardholder who effects a mada - POS transaction at the cash prices of The Merchant, subject to any applicable discounts without imposition of any surcharge, special charge or taking any security from the Cardholder in relation to such transactions.
- (B) Not use the mada -POS Terminal for any other business and only for transactions directly associated with the Merchants Outlet address and Commercial Registration Number as defined in this Agreement.
- (C) Ensure that their Merchants trading/brand name and outlet location is printed clearly on the mada - POS Receipt, and is correct.
- (D) Not set any minimum or maximum amounts in respect of transaction values for a customer using a mada - POS Card.
- (E) Confirm that the mada - POS equipment and media provided by The Banque Saudi Fransi (Acquiring Bank) or approved by The Banque Saudi Fransi (Acquiring Bank) will be used by The Merchant strictly in accordance with the rules and regulations of mada or any other card scheme agreement.
- (F) Ensure that any supplied mada -POS equipment is used with due skill and care, and only in the manner and for the purpose in which it is designed and intended. Additionally, in the case of wireless mada POS Terminals, ensure that the equipment is kept fully charged and stored in a safe place.
- (G) Be responsible for the control and use of The Merchant supervisor card(s) and/or PIN(s) and indemnifies The Banque Saudi Fransi (Acquiring Bank) and agrees to hold The Banque Saudi Fransi (Acquiring Bank) harmless against any direct or indirect damage, loss, claims costs and expenses incurred or suffered by The Banque Saudi Fransi (Acquiring Bank) as a result or in connection with the use of The Merchant supervisor card(s) and/or PIN(s).
- (H) Be responsible for ensuring that mada Payment Cards are used for performing mada -POS transactions only.
- (I) Not make any warranty or representation whatsoever in relation to the goods and/or services supplied by The Merchant which may bind The Banque Saudi Fransi (Acquiring Bank) liable in anyway whatsoever
- (J) Not make any alteration or modifications to the mada - POS Terminal(s), nor affix or install any accessories, equipment - device thereon or thereto, unless otherwise agreed in writing with the Banque Saudi Fransi (Acquiring Bank).
- (K) Only use the mada -POS Terminal(s) provided and not use any other card reading device.
- (L) Not require any Cardholder to pay any part of the fees which The Merchant may be liable to pay hereunder, whether an increase of price or otherwise, or pay any contemporaneous finance charge in connection with the transaction in which the mada Payment Card is used.
- (M) Ensure that the mada -POS Terminals are operated only by The Merchant's authorised and trained employees.
- (N) Ensure that the mada -POS Terminal password (e.g. as used for refunds) is restricted to only suitably qualified senior personnel. Misuse of the Terminal password by Merchant staff fully indemnifies The Banque Saudi Fransi (Acquiring Bank) from and against all actions, claims, losses, charges, costs and damages which The Banque Saudi Fransi (Acquiring Bank) may suffer or incur as a result of The Merchants failure to comply with such password controls.
- (O) At all times observe and ensure that every member of Merchant staff involved with performing mada -POS transactions observes, at all times, the procedures contained within the Operating Manuals.
- (P) Shall agree that it will always be responsible for the actions of its employees in respect of performing mada -POS transactions.
- (Q) Indemnify The Banque Saudi Fransi (Acquiring Bank) against any liability arising from any dispute with the cardholder regarding goods and/or services purchased by means of a mada Payment Card transaction.
- (R) Ensure that the reconciliation function provided within the mada -POS Terminal(s) is performed daily and adhere to the reconciliation rules as stipulated by The Banque Saudi Fransi (Acquiring Bank). The Merchant shall inform The Banque Saudi Fransi (Acquiring Bank) immediately (or at start of the next working day) if it is unable to perform reconciliation, and the reason(s) thereof.
- (S) Not misrepresent the attributes and/or operability of the mada -POS Terminal. In the case of the mada POS terminal not working, or perceived not to work by the Merchant, a sign indicating 'Cash Only' should be displayed, after obtaining permission for same from the Banque Saudi Fransi (Acquiring Bank). No reference should be made to SAMA, the Banque Saudi Fransi (Acquiring Bank) the telecoms provider. Permission to post the sign must be obtained from the Banque Saudi Fransi in advance.
- (T) Not submit any mada -POS transaction for the purpose of obtaining or providing a cash advance, unless authorised by The Banque Saudi Fransi (Acquiring Bank) to do so and the transaction

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is approved as Purchase with Cash-Back (see 8.(g) below), and shall agree that any such act shall be immediate grounds for termination (See Section 34, below).

- (U) Assume the responsibility for secure storage of all mada -POS (Paper & Electronic) Receipts for a period of 2 (two) years after the transaction date (For paper receipts, store in an environment where the temperature never exceeds 25C and the humidity is kept below %20). Failure to provide The Banque Saudi Fransi (Acquiring Bank) with requested documentation (in readable form either paper or electronic) within, and no later than, 5 (five) bank business days after receipt of such request may result in the mada -POS transaction being charged back to The Merchant, and The Banque Saudi Fransi (Acquiring Bank) shall have the right to debit The Merchant's account for the full amount of the mada -POS transaction in question.
- (V) Certify that it will not enter into any other mada Merchant Agreements for The Merchant's outlet(s) designated in this Agreement.
- (W) Ensure that the Banque Saudi Fransi (Acquiring Bank) is kept informed of any changes (telephone, fax numbers, persons in charge, etc) in respect of the day-to-day operations of the mada -POS service within their premises.
- (X) Allow the Banque Saudi Fransi (Acquiring Bank) to make changes to the Merchant Floor Limit and to set the Floor Limit to the value as dictated by scheme rules.
- (Y) Understands that enabling the refund function is decided by Banque Saudi Fransi (Acquiring Bank) and the Bank has the right to suspend this function at any time. In addition, the refund function should be used only according to the instructions provided by the Bank and that the merchant is aware of the risk associated with the use of the Refund function (if enabled).

8. Merchant mada-POS Sales Procedures and Responsibilities

- (A) Unless written permission to the contrary is provided, The Merchant may only use a terminal and stationery supplied by The Banque Saudi Fransi (Acquiring Bank).
- (B) The Merchant may only accept and process Cards that are:
 - 1. genuine, signed, authentic and valid.
 - 2. issued by a Bank or Card Issuer in its original form.
 - 3. presented by the rightful cardholder. In the event that the Merchant has doubts regarding the identity of the Cardholder, the identity can be verified by using an original government-issued means of identification and comparing it with the Cardholder name printed/embossed on the plastic.
- (C) If the Terminal requests a PIN, then the cardholder must validate the transaction by entering the PIN on the mada -POS Terminal or PIN pad.
- (D) The Merchant will, only if authorised to provide such a service by The Banque Saudi Fransi (Acquiring Bank), conform to the following Purchase with Cash-Back rules.
 - 1. The Customer provides a mada Payment Card.
 - 2. The Cash-back request must be accompanied by a Purchase
 - 3. The Cash-Back value will never be greater than the daily maximum Saudi Riyal value agreed between the Merchant and the Acquirer.
 - 4. The Cash-Back value will never be less than the minimum Saudi Riyal value agreed between the Merchant and the Acquirer.
 - 5. The above Cash-Back values (available exclusively for mada Payment Card holders) are subject to market conditions and are liable to change, as defined by mada.
- (E) The Merchant will ensure that the Cardholder confirms and acknowledges receipt of any Cash-Back funds by signing both copies of the transaction receipt.
- (F) Only if authorized to provide such a service by The Banque Saudi Fransi (Acquiring Bank), conform to the following Offline Authorization rules.
 - 1. The Customer provides a mada Payment Card and PIN.
 - 2. The purchase transaction will be below the 'floor limit' threshold defined by the Acquiring and or Issuing Bank
- (G) Notwithstanding the availability of Offline Authorization functionality, the Merchant will take all necessary steps to ensure that the mada POS Terminal is technically enabled with the necessary connectivity to support on-line authorization.
- (H) The Merchant must ensure that any transaction performed is duly acknowledged by the cardholder and accepts all responsibility for such an action.
- (I) The Merchant will not split the transaction amount under any circumstances whatsoever. For example, performing two transactions of SAR500 for goods worth SAR1,000, using the same mada Payment Card, is totally prohibited.
- (J) The Merchant acknowledges that failure to conform to the Procedures and Obligations above will fully indemnify The Banque Saudi Fransi (Acquiring Bank) from and against all actions, claims, losses, charges, costs and damages which The Banque Saudi Fransi (Acquiring Bank) may suffer or incur as a result of The Merchants failure to comply with such requirements.

The Bank has no obligation Regarding the way to notify the merchant regarding any changes related to the Agreement .The Bank can notify the merchant through E-channels-SMS-Phone Calls email -an official letter or any related method).

9. PCI Compliance

- (A) The Banque Saudi Fransi (Acquiring Bank) will provide The Merchant with appropriate training on PCI PED and/or DSS rules and regulations in respect of The Merchants obligations. Initial training will be provided and at appropriate intervals as and when relevant changes are made to such rules and regulations.
- (B) The Banque Saudi Fransi (Acquiring Bank) will ensure that The Merchant is kept informed of any relevant new, or changes to, PCI PED and/or DSS compliance rules and regulations.
- (C) The Merchant will comply with PCI PED and/or DSS, and resulting obligations, in respect of establishing, and maintaining, the required security controls.
- (D) The Merchant will ensure that all its appropriate staff (existing and new) are knowledgeable in their responsibilities with respect to PCI PED and/or DSS compliance.
- (E) The Merchant must be able to demonstrate compliance with PCI PED and/or DSS and maintain measures necessary to successfully pass regular compliance certification checks.
- (F) The Merchant will notify The Banque Saudi Fransi (Acquiring Bank) immediately should it become evident that data security standards have been compromised. The Merchant will also provide all assistance necessary to assist The Banque Saudi Fransi (Acquiring Bank) and its agents to investigate and obtain any required evidence of a security breach.
- (G) The Merchant hereby agrees and undertakes to fully indemnify The Banque Saudi Fransi (Acquiring Bank) from and against all actions, claims, losses, charges, costs and damages which The

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Banque Saudi Fransi (Acquiring Bank) may suffer or incur as a result of The Merchants failure to comply with PCI PED and/or DSS.

(H) Further to the conditions set out in Section 34 below, The Banque Saudi Fransi (Acquiring Bank) reserves the right to terminate this agreement with The Merchant if The Merchant:

1. Refuses to accept, or commence, any remedial action(s) required under its obligation to PCI PED and/or DSS.
2. Fails to maintain its PCI PED and/or DSS obligations and/or consistently fails compliance certification checks.
3. Receives continuing penalties from International Card Schemes in respect of noncompliance or compromise.

10. Transaction(s) to be in Saudi Riyals

All mada - POS transactions must be denominated in Saudi Riyals (SAR).

11. mada-POS Receipt

The Merchant shall, immediately after each mada - POS transaction is effected, deliver to the Cardholder a true and complete copy of the mada -POS Receipt. The Merchant agrees that all the mada - POS Receipts printed pursuant to the provisions of this Agreement shall be denominated in Saudi Riyals (SAR).

12. Failure or Rejected transaction

If a transaction is not approved by the Card Issuing Bank, or is dismissed by The Merchant for any reason whatsoever, The Merchant may agree to an alternative means of payment with the Cardholder of said rejection. In the event that the transaction is not approved by mada - POS, The Merchant will provide the Cardholder with the corresponding transaction receipt for his records. In the event of a reversal or failed mada POS transaction, the Merchant shall not refund the customer for the transaction in cash.

13. Notification of malfunction and repair of mada-POS terminal

(A) The Merchant shall not permit any person other than The Banque Saudi Fransi (Acquiring Bank), its servant, agent, contractor or any other person authorised by The Banque Saudi Fransi (Acquiring Bank) to service or repair the mada -POS Terminal.

(B) The Merchant shall immediately notify The Banque Saudi Fransi (Acquiring Bank) of any malfunction or breakdown of the mada -POS Terminal.

(C) The Merchant shall not effect mada -POS transactions by means of any mada -POS Terminal that is known to be malfunctioning.

(D) The Banque Saudi Fransi (Acquiring Bank) shall, in accordance with mada scheme requirements, after receipt of notification of any malfunction or breakdown of the mada-POS Terminal, take such action or cause such action to be taken as may be necessary and expedient to place the mada -POS Terminal in good working order, or to replace the malfunctioning mada -POS Terminal.

The Merchant can reach the Banque Saudi Fransi (Acquiring Bank) for any maintenance requests, financial claims or any related services after sales through the following free line (8001242122) or Email: Possupport@alfransi.com.sa or through the branches.

14. Indemnity

(A) The Merchant hereby agrees and undertakes to fully indemnify The Banque Saudi Fransi (Acquiring Bank) from and against all actions, claims, losses, charges, expenses and damages which The Banque Saudi Fransi (Acquiring Bank) may suffer or incur as a result of:

1. Any fraud, dishonesty or misconduct (criminal or otherwise) relating to mada -POS transactions by The Merchant, its servant, agent, employee or contractor of the fraud, dishonesty or misconduct (criminal or otherwise) perpetrated by a third party as a result of the negligence or default of The Merchant, its servant, agent, employee or contractor.
2. Any damage to all or any of the mada -POS terminals or to any related communication equipment arising out of the act of omission (whether negligent or otherwise) of The Merchant, its servant, agent, employee or contractor, or the failure of The Merchant, its servant, agent, employee or contractor to operate all or any of the mada -POS terminals in accordance with the procedures set out in the Operating Manuals.
3. Any losses incurred by the Acquirer and deemed to be the responsibility of the Merchant under Clause 14(A) 2 - arising from damage to or non-retrieval of the PoS terminal - as per the fees listed under the Service Charges Appendix. In the event of a dispute in this regard, the scheme may arbitrate accordingly.

(B) The Merchant shall not hold The Banque Saudi Fransi (Acquiring Bank) liable or responsible for any actions, claims, costs, expenses, damages or losses, including consequential losses or damages, or loss of profit, which The Merchant may suffer or incur as a result of a malfunction or breakdown in the mada -POS terminal and/or its ability to link to the electronic funds transfer system.

(C) If refund function is enabled for the merchant in the POS terminal, then merchant agrees and undertakes to fully indemnify Banque Saudi Fransi (Acquiring Bank) against all actions, claims, losses, charges and damages that Banque Saudi Fransi (Acquiring Bank) may incur as a result of this function.

15. Disclosure

The Merchant agrees and consents to the disclosure and release by The Banque Saudi Fransi (Acquiring Bank) to the banking authorities of any information on all the particulars of the payment transaction(s) and/or any account of The Merchant relating to mada -POS transactions for the purpose of an investigation being conducted by the banking authorities for any claim or dispute whatsoever in connection with such mada -POS transactions to such parties as are involved in such transactions.

16. Fees

(A) The Merchant shall pay the applicable mada -POS service fees in accordance with the MSC defined by The Banque Saudi Fransi (Acquiring Bank), regulated by SAMA.

(B) The Banque Saudi Fransi (Acquiring Bank) will not levy MSC in respect of any Cash-Back value associated with a purchase transaction.

(C) The MSC will be debited from the Merchant's Account as the total amount for each reconciled batch of transactions, not from individual transactions.

(D) However, The Banque Saudi Fransi (Acquiring Bank) will provide The Merchant with a mada POS statement that details each mada -POS transaction and the associated fee(s) charged for those transactions.

(E) The Banque Saudi Fransi (Acquiring Bank) may revise the statement of charges from time to time, and The Banque Saudi Fransi (Acquiring Bank) will notify The Merchant in writing or electronically of the new fees to be payable and the date upon which the same shall become payable, (hereinafter called "the Effective Date") at least 30 (thirty) days prior to the Effective Date. The Merchant shall confirm in writing or electronically to The Banque Saudi Fransi (Acquiring Bank) its acceptance of the new fees. If The Banque Saudi Fransi (Acquiring Bank) does not receive

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The Merchant's writing or electronically acceptance of the new fees, within a period of 30 (thirty) days, The Merchant shall be deemed to have accepted the new fees and shall be bound to pay the new fees from the Acceptance Date. If The Merchant notified The Banque Saudi Fransi (Acquiring Bank) in writing or electronically within 30 (thirty) days from the date of The Banque Saudi Fransi (Acquiring Bank)'s notification of the change in fees that it does not accept the new fees, this Agreement shall be deemed terminated on the Effective Date, but without prejudice to the prior rights or liabilities of the parties hereto.

(F) ACQUIRING BANKS are allowed to charge any merchant up to SR 100 per month if the merchant is not reaching a minimum value of 15,000 SAR in total POS transactions per terminal.

17. Disputes and claims

The Merchant agrees to deal with, and resolve, all complaints made by the Cardholder in respect of goods and/or services supplied against the mada Payment Card in like manner as if such goods and/or services had been sold by The Merchant for cash.

- (A) The parties agrees that in the event of dispute or lawsuit related to a transaction processed through the point of sales service of the Saudi payment network-MADA. The records and documents available (electronic or others)with the merchant and banque saudi fransi (Merchant bank) will be used as a reference to discuss the dispute or lawsuit
- (B) In order to create a financial claim, the Merchant is required to submit the transaction slips (Receipts) financial claim through the following email: Email:Possupport@alfransi.com.sa
- (C) The Merchant can submit a claim request within 180 days from the transaction date if the Merchant has accepted a transaction and the amount was not credited to the Merchant account within 2 days from the transaction date.
- (D) If the Merchant Bank received a claim from issuer bank, the Merchant bank have to inform the client to provide the transactions slips within 10 days maximum , if the merchant did not provide the slip ,the bank has the right to debit the amount without informing the merchant
- (E) If the merchant exceeded the time limit as per the above, Merchant has no right to claim the amount. transactions available from The Merchant and/or The Banque Saudi Fransi (Acquiring Bank) shall be used as a reference.
- (F) The Merchant hereby undertakes that The Merchant shall request or instruct The Acquirer Bank to reveal and/or furnish, or consent to The Merchant's Bank revealing and/or furnishing, all the particulars relating to The Merchant's Account in connection with the mada -POS transaction that is in dispute or is the subject of a claim.

18. Access to The Merchant's outlet

The Merchant shall, at The Banque Saudi Fransi (Acquiring Bank) (Acquiring Bank) request, allow The Banque Saudi Fransi (Acquiring Bank), its servants, agent, employee, contractor and any other person authorised by The Banque Saudi Fransi (Acquiring Bank) to enter all and any of The Merchants outlet(s) at a mutually agreed time and to do all things necessary to install, inspect, repair, replace, renew, maintain, service or, upon termination of the Agreement, to remove and/or disconnect all or any of the mada -POS Terminals installed therein or any related communications equipment and the Merchant acknowledges that it will obtain any necessary authorisation necessary to enable The Banque Saudi Fransi (Acquiring Bank), its servant, agent employee, contractor and any other person authorised by The Banque Saudi Fransi (Acquiring Bank) to enter The Merchant's outlet and The Merchant shall provide, without hindrance, such facilities and access as may be required for the aforesaid purposes.

Additionally, The Merchant shall provide any access or information provided in respect of conforming to PCI PED and/or DSS rules and regulation. Such information includes, but is not restricted to, proof of audit or scanning performed by the relevant authorities, or agents on their behalf. Additionally, The Merchant agrees to permit PCI scanning to be performed, without hindrance, by the relevant authorities, or agents on their behalf.

19. Relocation

- (A) The Merchant shall not, except with the prior written consent of The Banque Saudi Fransi (Acquiring Bank), relocate either within or outside The Merchant's Outlet or remove any of the mada -POS Terminals, or associated equipment, provided by The Banque Saudi Fransi (Acquiring Bank), including any signage, marketing or advertising material, installed in The Merchant's Outlet to any premises or any other Merchant's Outlet.
- (B) Any relocation of the mada -POS Terminals, or associated equipment, shall be effected by The Banque Saudi Fransi (Acquiring Bank) within a reasonable timeframe.
- (C) All costs, charges and expenses relating to the relocation requested by The Merchant of the mada -POS Terminals shall be negotiated with the Banque Saudi Fransi (Acquiring Bank).
- (D) THE ACQUIRING bank has the right to not attend any maintenance request in case of relocating the terminal without the bank permission. Moreover, the bank has the right to suspend the terminal in this regard.

20. Displaying promotional materials

The Merchant agrees to obtain approval from The Banque Saudi Fransi (Acquiring Bank) in writing, prior to the publication or advertising of any promotional material containing the mada Mark. The Merchant further agrees to display the mada Mark on the mada -POS Terminals and at visible locations within The Merchant's outlet. Additionally, The Merchant is required to ensure that the mada -POS Terminals are visible and easily located by the Cardholder. The Merchant's right to use or display the mada Mark and name shall continue only so long as this Agreement remains in effect, and is not suspended or terminated, or until The Merchant is notified by The Banque Saudi Fransi (Acquiring Bank) to cease such usage or display, whichever is the earliest.

Additionally, The Merchant must neither advertise nor display the mada Mark in a false, deceptive or misleading manner, nor must it display or advertise any negative comments relating to the mada Mark or services provided. (see also clause 7S above).

- The Merchant is obligated to abide by the mada branding guidelines for the Merchant site and shall permit the employees of the Acquirer Bank or employees of the vendors partnering with the Bank to carry out the 'mada branding' and maintenance of the branding materials, at the merchant site.
- The Merchant shall allow the representatives from SAMA, Acquirer Bank to conduct any audit activity of the mada branding at the merchant site
- The Merchant shall take proper and reasonable care to ensure that the mada branding materials, signage, marketing and advertising materials supplied by the Acquirer Bank or its vendors are not damaged or tampered with. The Merchant shall not affix any of their own logos, branding material /stickers on any of the mada branding materials, signage, marketing and advertising materials provided by the Acquirer Bank nor remove the mada branding material without the express approval of the Acquirer Bank
- Upon termination of the Agreement, the Merchant agrees to return any mada branding materials, signage, marketing and advertising materials to the Bank, wherever possible

21. Other Bank Card Schemes

Further to accepting mada Payment Cards at mada -POS Terminals at The Merchant's outlet(s), The Merchant may request to perform transactions on behalf of other card schemes. The Merchant hereby confirms agreement to perform POS transactions strictly in accordance with the rules and regulations of mada, or any other card scheme agreement (Including, but not limited to, International, Loyalty, etc). The Merchant may also be requested, by suitably authorised Banque Saudi Fransi (Acquiring Bank) or Card Scheme representatives, to perform transactions on behalf

Bank Signature

Customer Signature

of other Card Schemes. However, The Merchant accepts that no such transactions are to be performed, or attempted, until such time as it has agreed and signed an appropriate Merchant Services Agreement.

Without such an agreement, The Merchant hereby agrees and undertakes to fully indemnify The Banque Saudi Fransi (Acquiring Bank) and/or Card Scheme from and against all actions, claims, losses, charges, expenses and damages which The Banque Saudi Fransi (Acquiring Bank) may suffer or incur as a result of such an action.

22. Representations and warranties

The Banque Saudi Fransi (Acquiring Bank) and The Merchant each represents and warrants to the other that:

- (A) It has the necessary power and corporate authority to execute and deliver this Agreement and to perform the obligations set forth herein.
- (B) Its execution, delivery and performance of this Agreement does not, and will not, contravene its Articles of Incorporation, by law or other constituent documents or any agreement or any instrument to which it is a party or any law or regulation of any government authority, or any agency or instrumentality thereof, binding upon it. and
- (C) It is, and will remain during the term of this Agreement, in compliance with all applicable laws and regulations, including but not limited to, such laws and regulations as pertaining to electronic funds transfer system.

23. Notices

Unless otherwise provided herein or agreed to in writing by the parties, all notices shall be sufficiently served if delivered or sent in writing by registered mail, or electronically by eMail, telex or telefax (facsimile transfer) by either party to the other at the address recorded below or the last known place of business or the address recorded, and shall be deemed to have been served in the case of the notice delivered by hand on the day of delivery, in the case of a notice sent by registered mail on the day following that on which the notice was posted, in the case of eMail, on the day of the eMail (with the appropriate acknowledgement of transmission and receipt), in the case of a notice sent by telex (with the appropriate answer back of the recipient on the top and/or bottom of the message) on the day of the telex, and in the case of a telefax, on the date of the telefax (with the appropriate acknowledgement of transmission and receipt).

24. Variation

Except where expressly provided otherwise in this agreement, the Banque Saudi Fransi (Acquiring Bank) may vary a condition of this agreement or any guide or manual provided by the Banque Saudi Fransi (Acquiring Bank) to the Merchant for the purposes of this agreement or any schedule, supplementary conditions or annex to this agreement, by giving the Merchant notice. Such notice shall be delivered as follows:

Type of Change	Method of Notification	Time Frame
Introduction of a fee or charge	In writing, electronically	At least 30 (thirty) days before the change takes effect
Changes to existing fees and charges	In writing, electronically and/or by media advertising	At least 30 (thirty) days before the change takes effect
Any other changes to the terms and conditions	In writing or electronically	At least 30 (thirty) days before the change takes effect, save for those occasions where earlier or immediate change is required under applicable law(s) or industry code(s), in which case changes will be notified no later than the day on which the change takes effect

25. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia.

26. Assignment

This agreement shall insure to the effect and be binding upon the parties named herein and their respective successors in title and legal representatives and shall not be construed or enforced so as to confer any benefit upon any other person except as expressly provided herein. The Merchant may not assign any of its rights under or interest in this Agreement.

27. Liability to continue

Unless otherwise provided for by the general laws of the Kingdom of Saudi Arabia, the liability of The Merchant under this Agreement shall continue, notwithstanding in the case of a firm, any change in its constitution whether by withdrawal, retirement, expulsion, death or admission by any partner or partners, amalgamation, dissolution or otherwise, in the case of a body corporate, the winding up whether voluntary or compulsory or any amalgamation, reconstruction or otherwise and in the case of a statutory body, the amalgamation, merger reconstruction, dissolution or otherwise of The Merchant.

28. Relationship of the parties

The parties shall not by virtue of this Agreement be deemed to be a partner or agent of each other, nor shall anything herein contained be, construed as creating a partnership, joint association or trust, it being agreed that each party will be individually responsible only for its obligations under this agreement.

29. Entire Agreement, Variations

This Agreement, together with any other documents referred to herein, constitutes the entire agreement between the parties relating to the subject matter hereof and when duly executed by the parties hereto, supersedes all prior agreements between the parties relating to the subject matter hereof, supersedes and extinguishes any representation and warranties previously given or made other than such as are contained herein and except as provided herein, may only be varied by a written instrument signed by both parties, in accordance with clauses 23 and 24 referred herein.

30. Severance

Any provision hereof prohibited by or unlawful or unenforceable under any applicable law shall, to the extent required by such law, be severed from the Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of the Agreement.

31. No Waiver

No failure or delay on the part of either party hereto exercise any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or

Bank Signature

Customer Signature

remedy by either party hereby preclude any other, further or future exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedy provided by law.

32. Giving of Time or Grace

The liability of The Merchant hereunder shall not be impaired or discharged by reason of any time or grace being granted by or with the consent of The Banque Saudi Fransi (Acquiring Bank) or any forbearance by The Banque Saudi Fransi (Acquiring Bank) to insist upon its strict rights hereunder.

33. Force Majeure

No failure or omission by either party to carry out its obligations or observe any of the stipulations or conditions of the Agreement shall give rise to any claims against the party in question or be deemed a breach of this Agreement, if such failure or omission arises from a cause of force Majeure, such as acts of God, war or warlike hostilities, , shortage of material or labour, delay in deliveries from subcontractors or machine failure, or any other event outside the control of the party in question.

34. Suspension of rights of Merchants

Without prejudice to any of The Banque Saudi Fransi (Acquiring Bank)'s rights under this Agreement and/or the Operating Manuals, in the event of a breach by The Merchant of any of the terms and conditions of this Agreement, The Banque Saudi Fransi (Acquiring Bank) may, on its sole discretion, give immediate notice in writing or electronically to The Merchant to remedy the breach within a specified period not exceeding 1 (one) month, and may, during the aforesaid specified periods, suspend all the rights of The Merchant under this Agreement, save for those rights necessary to enable The Merchant to remedy the breach. If The Merchant shall fail to remedy the breach within the aforesaid period, The Banque Saudi Fransi (Acquiring Bank) shall have the power to extend the specified period (with or without suspension) and/or to give immediate notice of termination to The Merchant under clause 34(b) hereof.

35. Termination of Agreement

- (A) This Agreement shall become effective when signed by both parties and shall remain in force and effect until otherwise agreed and/or is subject to the conditions referred to in clause 35(B). Thereafter, the Agreement shall automatically renew for additional one-year periods, unless such renewal is terminated by either party upon giving 90 (ninety) days notice in writing.
- (B) Notwithstanding clause 35(A) above, The Banque Saudi Fransi (Acquiring Bank) shall have the right at anytime to give immediate notice in writing to The Merchant to terminate this Agreement forthwith in any of the following events:
1. If The Merchant breaches any of the terms and conditions of the Agreement.
 2. In a case where The Merchant is a corporate body, where an order is made or a resolution is passed for the winding-up of The Merchant.
 3. In a case where The Merchant is an individual or a sole proprietorship or partnership form, if The Merchant or its sole proprietor or any of the partners constituting The Merchant shall commit an act of bankruptcy or have a receivership or have any adjudication order made against him.
 4. If a distress or execution or writ of seizure and sale or attachment is levied upon or issued against any of the property or assets of The Merchant.
 5. If The Merchant has its Commercial Registration rescinded for any reason. or
 6. The Merchant fails to provide acceptable proof of a renewed Commercial Registration within 90 days.
- (C) This Agreement shall be terminated forthwith if The Banque Saudi Fransi (Acquiring Bank) ceases to be an operator of the mada -POS System for any reason whatsoever.
- (D) In the event of termination of this Agreement for whatever reason:
- A. The Merchant agrees and undertakes to return to The Banque Saudi Fransi (Acquiring Bank) immediately all materials, books, records and otherwise pertaining to mada -POS transactions, and shall not thereafter use the mada Mark or name. and
 - B. The Merchant agrees and undertakes to permit The Banque Saudi Fransi (Acquiring Bank), and The Banque Saudi Fransi (Acquiring Bank) shall have the right of access to The Merchant's outlet, to disconnect the mada-POS terminal and/or retrieve and remove the same together with any other equipment relating to the mada-POS system which is not owned by The Merchant and any materials bearing the mada Mark or name. At the request of The Banque Saudi Fransi (Acquiring Bank), The Merchant will, at its own expense, assist The Banque Saudi Fransi (Acquiring Bank) to exercise its rights hereunder and shall fully cooperate with the requirements of The Banque Saudi Fransi (Acquiring Bank) in this respect.
- (E) It is hereby understood and declared that any termination under this Agreement by either party shall not affect any prior rights or liabilities of the parties hereto.
- (F) If The Merchant's Bank fails to provide the mada-POS service, The Merchant may request the mada-POS service from an alternative Merchants Bank explaining the specific reasons why he wishes to reassign the Agreement. The Banque Saudi Fransi (Acquiring Bank) would then seek the approval of the banking authorities to accomplish the reassignment.
- (G) If acquirer bank is unable to retrieve their POS terminals after a period of 15 days of contract termination, the acquirer bank may seek equivalent compensation based on acquirer bank negotiation with merchant.

36. Escrow Agreement

The Merchant agrees that, for the period defined by the Banque Saudi Fransi (Acquiring Bank) and/or any relevant Card Association rules after any termination of this Agreement, The Merchant shall be totally responsible for any and all chargeback's and adjustments resulting from transactions processed pursuant to this Agreement. Upon termination, and if required by The Banque Saudi Fransi (Acquiring Bank), The Merchant shall maintain an escrow account with The Banque Saudi Fransi (Acquiring Bank). The balance in this escrow account will be unilaterally determined by The Banque Saudi Fransi (Acquiring Bank), but shall not exceed the period defined by the Banque Saudi Fransi (Acquiring Bank) and/or any relevant Card Association rules of actual chargeback and adjustment volume. These funds are to be used for settlement of chargebacks and adjustments on or after the date of termination of this Agreement. The Banque Saudi Fransi (Acquiring Bank) will refund any such remaining funds to The Merchant no later than the period defined by the Banque Saudi Fransi (Acquiring Bank) and/or any relevant Card Association rules after the termination of the Agreement. Lacking such escrow account if funds are not sufficient in the escrow account to cover said chargebacks and adjustments pursuant to this Agreement, The Merchant agrees to promptly pay to The Banque Saudi Fransi (Acquiring Bank) upon request the amounts of the items. The Banque Saudi Fransi (Acquiring Bank) records shall be used as proof of these chargebacks and adjustments. The Merchant agrees not to dispute these records.

37. Fee & Compensation Schedule

All fees associated with the mada-POS service are detailed within a separate document appended to this agreement, entitled "mada-POS Merchant Services Charges". Credit Card fees are detailed within a separate Merchant Agreement in respect of Credit card payments. This document relates to mada-POS Card usage at mada-POS Terminals only. Regardless of whichever type

Bank Signature

Customer Signature

of card is used, mada rules dictate that a valid PIN (and valid signature in the case of Purchase with Cash-back) is obtained from the Cardholder in order to complete a transaction. Upon failure to acquire either, The Merchant hereby agrees and undertakes to fully indemnify The Banque Saudi Fransi (Acquiring Bank) and/or Card Scheme from and against all actions, claims, losses, charges, expenses and damages which The Banque Saudi Fransi (Acquiring Bank) may suffer or incur as a result of such a failure.

Statement of Charges

1. Rates on Purchase Transaction Value:

a. A charge of _____ % for every purchase transaction value of SAR _____ or less.

b. Charges will not exceed SAR _____ for any purchase transaction with a value exceeding SAR _____

2. The charges will apply once the terminal (s) is/are installed.

For and on the behalf of the:

Banque Saudi Fransi
General Management
P.O. Box 56006 Riyadh 11554 Saudi Arabia

3. In accordance with the Value Added Tax Regulation effective on 1st of July 2020 at the rate of 15%, the Merchant shall pay that VAT to all applicable fees of services and products unless the services or product delivered is exempt from VAT.

The rate may be amended from time to time, as per the VAT Rules and Regulations

For and on the behalf of: _____

Merchant Name: _____

Merchant Address: _____

C.R. Number: _____

In the presence of: _____

Notes: _____

Note: transactions that are made through Mada cards at transfer centers, exchange centers and international transfers that are made through electronic portfolios, according the Merchant Service Charge - MSC fees should not exceed 3 Saudi riyals as a maximum.

Note: transactions that are made through Mada cards at Gas stations Merchant Service Charge - MSC fees should not exceed 0.07 Saudi riyals as a maximum.(7 Halalas).

Bank Signature

Customer Signature

CARD ACQUISITION MERCHANT AGREEMENT

Whereas, ("Merchant") and Banque Saudi Fransi ("Bank") have agreed that the Bank shall make payments to the Merchant for certain transactions completed by customers of the Merchant using a card bearing the service marks of the respective card association(s) named in section IV of this agreement. Therefore, in consideration of the mutual covenants herein contained, the parties hereto do agree as follows:

I. MERCHANT'S RIGHT & OBLIGATIONS:

The merchant agrees to carry out the following:

1. shall not photocopy ATM and credit cards or copy their confidential information.
2. Honor all valid cards when presented by cardholders as payment for purchases of goods and services. Valid cards bear the service marks of the card association(s) listed in Section IV of this agreement, have not expired and show no evidence of having been altered or defaced.
3. Undertake to verify the validity of the cardholder's signature by checking the signature on the sales vouchers against that on the card.
4. Undertake to give the cardholder a completed copy of the Sales Voucher at the time of transaction and to give the cardholder a completed copy of such credit vouchers as may be issued.
5. Undertake to imprint the cardholder's card on the Sales voucher or, in case when imprinting is not possible, to clearly indicate the identity of the cardholder on the sales voucher, as well as that of the merchant. (For paper processing only. Not required for electronic processing of sales).
6. Adequately display promotional materials bearing the appropriate service marks and use such service marks only as provided in this agreement.
7. For all sales amounts and regardless of the merchant's floor limit as stated in Section IV, verify before completing the sale that the card account number does not appear on the current Hot Card bulletin, (For paper processing only. Not required for electronic processing of sales,) Merchant has also to ensure that the Card Presented by the Cardholder (VISA / MasterCard) bears All the necessary logos and hologram and italicized VISA / MasterCard characters. Furthermore, the Signature of the cardholder on the Signature panel at the back of the card must match that on the voucher. In Case of Suspicion, the merchant must call the Banque Saudi Fransi code 10 Authorization 8001242122 to verify authenticity of the card in use.
8. Will attempt to retain a VISA/Electron, MasterCard/Maestro if:
 - (a) It appears on the Hot Card Notice / List or
 - (b) If told so by Banque Saudi Fransi when seeking authorization.
9. For sales amounts over the floor limit, obtain authorization by following the procedures detailed in the BSF Merchant Guide. (For paper processing only. Not required for electronic processing of sales).
10. Not engage in any of the following practices: (a) impose any surcharge on card transactions, (b) use two or more sales slips for a single transaction to avoid obtaining an authorization, (c) disbursements of cash advances to card holders of card name in Section IV of the agreement, (d) disclose account number information in any form except to the Bank and respective card associations.
11. Deliver all completed sales slips and credit vouchers to the Bank location (s) within the time period specified in Section IV. (For paper processing only, Not required for electronic processing of sales).
12. Conform to the Banque Saudi Fransi Merchant Processing Guide to counter any fraudulent attempts.
13. The merchant has the right to make a claim within 180 days from the date of the purchase
14. The right to submit a claim for the reverse operations of Gulf Network customers is 14 days from the date of the transaction

II. BANK'S RIGHTS & OBLIGATIONS:

The Bank agrees to carry out the following:

1. Supply the Merchant with sales and summary slips, credit vouchers, imprinters, promotional materials and any other agreed equipment. All such materials and equipment remain the property of the Bank. The Merchant undertakes to safeguard them for loss theft, and damage and to promptly return them upon termination of this agreement.
2. Pay the merchant the total face value of all accepted sales slips less the agreed discount. Any credit voucher received are deducted from total face value of accepted sales slips before calculation of discount amount. The discount rate and payment method and schedule are specified in Section IV, In case of electronic processing the Bank will credit the Merchant account (specified in Section IV) for the sale value less the agreed discount rate specified in Section IV.
3. Reserves the right to charge back to the Merchant any previously paid items if such items are invalid according to the terms of this agreement.
4. Reserves the right to return items unpaid if they violate the terms and conditions of this agreement. However, the Bank will use its best efforts to collect such items from card issuers and, for those successfully collected, remit to the Merchant the net proceeds after all fees and charges.
5. Reserves the right to provide merchants name and details in the Merchant Monitoring program of VISA /MasterCard or any Credit Information required by SAMA regarding the Merchants.

Bank Signature

Customer Signature

6. The acquiring bank has the right to request the bank issuing the card within a maximum period of 20 working days from the date of the error
7. The acquiring bank has the right to ask the issuing bank of the card within a maximum period of 20 days from the date of the transaction
8. The acquiring bank has the right to submit a claim on the merchant to the issuing bank within a maximum period of 180 days from the date of the transaction occurring
9. The host bank has the right to submit a claim on the merchant to the issuing bank within a maximum period of 180 days from the date of the error
10. Preparing the necessary lists and sending them to all the issuing banks within ten working days from the day the problem occurred
11. In the event that the device is inactive for 3 consecutive months, the bank has the right to cancel the device, pull it out, and charge fees if the installation of the device does not take more than a year

III. TERMS, ASSIGNMENT & CHOICE OF LAW:

1. The Bank reserves the right to amend this agreement upon thirty (30) days prior written notice to the Merchant. Such amendments shall be binding unless the Merchant delivers to the Bank (within the thirty days response period) written notice of termination this agreement.
2. Either party may terminate this agreement at any time by giving sixty (60) days written notice to the other. Termination shall not affect obligations incurred prior to the effective date of termination, including responsibility for any previously paid slips.
3. Either party has the right to assign this agreement upon sixty (60) days written notice to the other. Such assignment shall be binding unless the assignee delivers to the assignor (within the sixty days response period) written notice of termination of this agreement.
4. This agreement shall be governed by the laws of the Kingdom of Saudi Arabia.
5. Banque Saudi Fransi shall have the right at anytime to give immediate notice in writing to the Merchant to terminate this agreement forthwith in any of the following events:
 - (a) If the Merchant breaches any of the terms and conditions of this Agreement.
 - (b) In case where the Merchant is a corporate body, where an order is made or a resolution is passed for the winding-up of the Merchant.
 - (c) In a case where the Merchant is an individual or a sole proprietorship or partnership firm, if the Merchant or its sole proprietor or any of the partners constituting the Merchant shall commit an act of bankruptcy or have a receivership of and adjudication order made against him, and
 - (d) If a distress or execution or writ of seizure and sale or attachment is levied upon or issued against any of the property assets of the Merchant.
6. The acquirer bank has the right to request the bank issuing the card within a maximum period of 20 working days from the date of the error.
7. The acquiring bank has the right to ask the issuing bank of the card within a maximum period of 20 days from the date of the transaction.
8. The acquiring bank has the right to submit a claim on the merchant to the issuing bank within a maximum period of 180 days from the date of the transaction occurring.
9. The host bank has the right to submit a claim on the merchant to the issuing bank within a maximum period of 180 days from the date of the error.
10. Preparing the necessary lists and sending them to all the issuing banks within ten working days from the day the problem occurred.
11. In the event that the device is inactive for 3 consecutive months, the bank has the right to cancel the device, pull it out, and charge fees if the installation of the device does not take more than a year

IV. PERTINENT DATA:

1. Name _____ 2. Telephone Number (s) _____
3. Doing Business As _____ 4. Email Address _____
5. Billing Address _____
6. Contact Name _____
7. Location of Establishment Outlets _____
 - a. _____
 - b. _____
 - c. _____
 - d. _____
8. Acceptable Cards (Initial all that apply): VISA _____ MasterCard _____ Maestro _____
9. GCC NET _____ International Card _____
10. Floor Limit _____
11. Discount Rate _____

Bank Signature

Customer Signature

Merchant Credit Card Agreement VISA / MC



12. In accordance with the Value Added Tax Regulation effective on 1st of July 2020 at the rate of 15%, the Merchant shall pay that VAT to all applicable fees of services and products unless the services or product delivered is exempt from VAT. The rate may be amended from time to time, as per the VAT Rules and Regulations

13. Maximum Sales Slip & Credit Voucher Submission Time Period _____

14. Submission Method & Location _____

15. Payment Method & Schedule _____

16. Check Processing method that applies: _____ Electronic Processing _____ Paper Processing _____

17. Merchant's account number with BANQUE SAUDI FRANSI _____

VISA/MASTER Financial Claims :

In order to create a financial claim the MERCHANT is required to submit the transaction slips(Receipts) financial claim through the following email: Email:Possupport@alfransi.com.sa

The Merchant can submit a claim request within 5 days from the transaction date if the Merchant has accepted a transaction and the amount was not credited to the Merchant account within 2 days from the transaction date.

If the Merchant Bank received a claim from issuer bank , the Merchant Bank have to inform the client to provide the transactions slips within 5 days maximum , if the merchant did not provide the slip ,the bank has the right to debit the amount without informing the merchant.

If the merchant exceeded the time limit as per the listed rules above, Merchant has no right to claim the amount.

In witness whereof, the Bank and The Merchant have caused this agreement to be executed by their duly authorized representatives.

This Agreement is made in _____ of _____ / _____ / _____ H, of _____ / _____ G. by and between:

(A) _____ and establishment organized and existing under the laws of the Kingdom of Saudi Arabia and having commercial Registration No. _____ Entity NO. _____ Issued in _____ / _____ / _____ and having its Head Office at P.O.Box _____ Code _____ and the owner and operator of stores in Saudi Arabia (Hereinafter referred to as "The Merchant") and

(B) Banque Saudi Fransi, A bank organized and existing under the Laws and regulations of the Kingdom of Saudi Arabia with Commercial Registration No. 1010073368 Issued in Riyadh on 1410/2/4H and having its Head Office at P.O.Box 56006 Riyadh 11554 (hereinafter referred to as "Banque Saudi Fransi").

WHEREAS, "The Merchant" wishes to offer its customers the option of placing orders for good from _____ by mail and telephone and charging the purchase price to their VISA/MASTERCARD Cards (OBC).

WEREAS, Banque Saudi Fransi is prepared to handle the processing of such charges by "The Merchant's" Customers in connection with mail and telephone orders.

WHEREAS, the parties wish to make clear the special terms and conditions which will govern such transactions.

Now, THEREFORE, the parties have agreed the following special terms and conditions:

Bank Signature

Customer Signature

Merchant Agreement

(Key Entry / OBC Card)

I. MANUAL PROCESSING

1. When a Customer places an order by mail or telephone "The Merchant" must obtain the following:

- The Customer's name as it appears on his/her VISA/MASTERCARD Card
- The Customer's full address, including city
- The Customer's VISA/MASTERCARD card number
- The expiry date of the customer's VISA/MASTERCARD card

When taking the VISA/MASTERCARD card number "The Merchant's" representative should be aware that all VISA cards are 13 or 16 digits in length, MasterCard's are 16 in length. The "Merchant's" representative should be sure to determine that the VISA/MASTERCARD card has not expired. If, for example, the customer says the expiry date is 95/09, this means the card is good through that last day in September 1995. If the amount of the purchase is large, the bank issuing the VISA/MASTERCARD card may require additional information. Banque Saudi Fransi will advise "The Merchant" of any such request.

2. After obtaining the necessary information, "The Merchant's" representative must contact Banque Saudi Fransi Customer Service on 7896-124-800 or the hotline 2121-124-800 to obtain an Authorization Code. "The Merchant's" representative will advise Banque Saudi Fransi that the transaction involves a mail or telephone order, the information "The Merchant's" representative must give Banque Saudi Fransi includes "The Merchant" unique Merchant Number for Mail and telephone orders, the information stated in (1) above, and the amount of the purchase, as well as any additional information which Banque Saudi Fransi or the bank issuing the VISA/MASTERCARD cards may request.

3. If the transaction is approved Banque Saudi Fransi will give "The Merchant" an Authorization Code for VISA/MASTERCARD cards purposes, the transaction date will always be the date on which an Authorization Code is given and Authorization Code will be valid for forty (40) days after the transaction date. If however, the transaction is not approved, no Authorization Code will be given and "The Merchant" should promptly advise the customer that the transaction has not been approved by His/Her Bank.

4. "The Merchant" will complete and submit all vouchers to Banque Saudi Fransi for normal bank processing, provided that for mail and telephone orders "The Merchant" must indicate the following data elements on All sales vouchers:

- The VISA/MASTERCARD card numbers
- The Cardholder's name
- The VISA/MASTERCARD card's expiration date
- The Merchant's name and location
- The transaction date
- The authorization code
- Ad description of the goods. and
- The transaction amount

In no case should the time between the transaction date and submission of the sales voucher Banque Saudi Fransi exceeded forty (40) days, as this will void the authorization code. In addition, "The Merchant" must indicate "MO" for mail orders and "TO" for telephone orders on the signature line of the sales voucher, in accordance with VISA/MASTERCARD International Operating Regulations.

- "The Merchant" must keep copies of the signed order form authorizing "The Merchant" to charge customers VISA/MASTERCARD card for the amount of the purchase.
- In the event Banque Saudi Fransi receives any charge-backs related to a mail order "The Merchant" will provide Banque Saudi Fransi with the appropriate documentation, i.e., the signed purchase order from the customer that authorizes "The Merchant" to charge His/Her VISA/MASTERCARD card for the purchase.
- Any liability resulting from "The Merchant" not providing Banque Saudi Fransi with the required documentation within a period not exceeding (7) days, will be "The Merchant" sole responsibility.
- On demand "The Merchant" will pay to Banque Saudi Fransi the amount paid or credited for, and will indemnify Banque Saudi Fransi against all liability, loss claims and demands whatsoever arising in connection with, unqualified credit sales. Banque Saudi Fransi may change any unqualified credit sales back to "The Merchant's Customer" and either offset the amount of any unqualified credit sales against the net proceeds due to "The Merchant" from other vouchers deposited with Banque Saudi Fransi or debit "The Merchants" account for the amount thereof.
- All transactions are subject to the VISA/MASTERCARD International Operating Regulations. In the event of any inconsistency between these special terms and conditions and the VISA/MASTERCARD International Operating Regulations, the latter will prevail.

II. OBC PROCESSING:

- Follow the OBC/POS transaction steps as outlined in the "step by step Retailer Guide."
- Key in the card numbers of the VISA/MASTERCARD card as outlined in the "step by step Retailer Guide."
- Key in the expiry date of the VISA/MASTERCARD card. Use MM-YY as outlined in "step by step Retailer Guide."
- "The Merchant" must keep copies of the POS/OBC Transactions for future reference.
- "The Merchant" must obtain a signature from His/Her Customer upon delivery of the goods. The signature might be obtained on the POS slip or on a "Goods Receipt Form."

Point 5,6,7 and 8, above in section (I) remain applicable.

By signing below, the parties evidence their Agreement that these special terms and conditions shall govern all VISA/MASTERCARD card transactions involving mail or telephone orders, subject in all cases to the then-current VISA/MASTERCARD International Operating Regulations

Bank Signature

Customer Signature

Retailer Information

Ret. Name:
Account Number:
Fax#:
Mobile#:
H.O Phone#:
E-Mail:

Brand List

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.

Bank Signature

Customer Signature

BSF POS Service Agreement
Appendix Merchant Service Charges

Cancellation Fee	Fee
In case of cancellation of the terminal before one year from the date of installation	SAR 1,000
In case of cancellation of the terminal after one year from the date of installation	Free
In the case of loss of terminal & accessories	SAR 3,000
In the case of loss of terminal	SAR 2,000
In the case of loss of terminal accessories	SAR 1,000
In case of misused the terminal accessories such as charger.	SAR 1,000-300
In case of Misused the terminal	SAR 3,000

Bank Signature

Customer Signature

Please write it on your official letter with your Co./Or Est. Logo on this letter

M/S BANQUE SAUDI FRANSI / POS

C/O POINT OF SALES DEPT

Greetings,

You are kindly requested to add and activate the service (KEY-ENTER) to Point of Sales provided to us by your Excellency. Observing that we have an advance knowledge that we will bear full responsibility.

We _____ (Company/Establishment) for any private operation pertinent to this above mentioned service, without having any right to claim any due from the BSF, to collect it the value of any operation which is deducted from the bank which issues this card, also we bear the responsibility of all the risks resulting from completing these operations.

Accordingly, Banque Saudi Fransi is authorized to take all necessary measures concerning this service (K.E.) and at the same time to cancel this service in case there is necessary for without advising us.

Bank Signature

Customer Signature

Retailer Site Inspection

PART 3

- | | |
|--|---|
| <input type="checkbox"/> Retailer is doing business as represented above | <input type="checkbox"/> Photography of retailer site |
| <input type="checkbox"/> Appropriate electrical connections are present | <input type="checkbox"/> Building type _____ |
| <input type="checkbox"/> Appropriate telephone connections are present | <input type="checkbox"/> Owner premises |
| <input type="checkbox"/> Leases premises | <input type="checkbox"/> Site location map |
| <input type="checkbox"/> Size of store (in sq. Meters) | |

PART 4

Commercial Account Standing

<input type="checkbox"/> Credit Approval Performed	<input type="checkbox"/> Verify Bank Account	
Owner's Name	Owner's Title	Home Address
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
Date Business Established <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Length Of Current Ownership	Number Of Terminals Requested

Bank Information:

BSF Branch No. <input type="text"/>	Date Account Opened <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Copy Of CR Certification Bank : <input type="checkbox"/> Yes <input type="checkbox"/> No
Deposit Account No. At BSF Bank <input type="text"/>	TIP A/c No. At BSF Bank <input type="text"/>	
CR Number <input type="text"/>	Corporate Name <input type="text"/>	

The retailer hereby confirms that it has entered the standard span retailer agreement with banque saudi fransi, and thus authorizes ban-que saudi fransi to initiate credit and/or debit entries, including reversals or adjustments, on original entries to retailer's deposit account designated above.

For SPAN Internal Use Only

<input type="checkbox"/> Application Approved	<input type="checkbox"/> Application Denied Date / /
---	--

Reason For Denial

- | | |
|---|---|
| <input type="checkbox"/> More Information Required | <input type="checkbox"/> Terminal Vendor Not Registered |
| <input type="checkbox"/> Duplication Of Retailer | <input type="checkbox"/> Temporary Bank Suspension |
| <input type="checkbox"/> Duplication Of Terminal Id | <input type="checkbox"/> Others (Please Specify Below) |
| <input type="checkbox"/> Retailer Does Not Exist | |

Bank Signature

Bank Signature

Customer Signature

**Sample Letter
for Refund**

**M/S BANQUE SAUDO FRANSI / POS
C/O POINT OF SALES DEPT.**

Greetings ,

You are kindly requested to add and activate the service (REFUND) to point of sales provided to us by your excellency . observing that we have an advance knowledge that we will bear full responsibility WE _____ (Company – establishment) for any private operation per – tinent to this above mentioned service, without any right to claim BSF to collect the value of any operation deducted from our account that related to this service (Refund)also we bear the responsibility of all the risks resulting from completing these operations.

Account Number _____

Terminal ID _____

Accordingly , Banque Saudi Fransi

is authorized to take all necessary measures concerning this service (Refund) and at the same time to cancel this service in case there is necessary for without advising us .



Merchant Signature

Stamp Co./Est

S.V Form Your Branch

Bank Signature

Customer Signature

POS Account Closing Request Form

Date: / /

TO: Banque Saudi Fransi

Branch: _____

Customer Information:

Name: _____

Address: _____

Relationship NO: _____

We hereby request you to close all Point Of Sale (POS) accounts linked with our above mentioned relationship number since we are not using it any more.

We declare and confirm that we have conducted a full inquiry of our accounts and have made a complete reconciliation of all transactions, up to the date of this request, relating to our POS Account(s) with Banque Saudi Fransi (the "Bank").

Accordingly, we confirm no more amounts are due to us or are outstanding and we unconditionally release the Bank from any and all future costs, claims and liabilities in respect of the POS Account(s).

We confirm that all fees or costs due to the Bank in connection with the POS Account(s) closure will be our responsibility.

Authorized Signatory Name: _____

Signature : _____

Entity Official Stamp

For Bank Use Only

Branch Officer Name : _____

Branch Officer Signature : _____

Global Transaction Business Manager's Approval Date: \ \

Signature _____

Bank Signature

Customer Signature