

## **QuickPay Service Agreement**

This contract for collection through Quick Pay (the “**Contract**”) was concluded between:

**First:** *Commercial Bank of Kuwait (K.S.C.P) Address, Kuwait, P.O. Box# 2861, Safat 13029, Kuwait represented herein by Mr. Yasser Abdul Mohsen Muzaffar in his capacity the Head of Merchant Relations Unit, Telephone No. 22990484 Fax No. 22990232, email: [merchants@cbk.com](mailto:merchants@cbk.com)* (Hereinafter referred to as “the First Party/ the Bank”)

**Second:** *The Merchant whose particulars are included in the Electronic Payment Services Application Form (Hereinafter referred to as “the Second Party / the Merchant/ the Customer”).*

After both parties have declared their full competence and legal capacity to contract, they agreed as follows:

### **Preamble**

Whereas the Merchant (Customer) wishes to provide collection services via the Internet through the website owned, managed and operated in Kuwait by Commercial Bank of Kuwait (“the services”) for Merchant’s customers holders of K-NET (Debit) cards issued by local banks;

Whereas the Merchant (Customer) wishes to use collection through “Quick Pay” service to enable its customers holders of (“K-Net”) cards to pay for the value of their goods / services through the Merchant (Customer)’s website by using debit cards (“Transaction(s)”);

Whereas, Commercial Bank of Kuwait is an entity licensed to issue the necessary authorization to use the collection via Quick Pay Service by granting this authorization to all relevant parties in the payment process according to the terms and conditions of this contract;

Now therefore, it has been agreed between both parties as follows:

### **Article (1) : Preamble**

The above preamble and the attached appendix shall form an integral part of this contract, and complementary to all its terms and conditions.

### **Article (2): Term of the Contract**

The validity of this contract shall be for one year commencing from the date of its signature by both parties to be automatically renewed for a similar period(s) unless either party notifies the other of its wish not to renew the contract by means of a prior written notice served at least 30 days before the expiry date of the term of the original contract or any renewed period. In all cases, the Bank may terminate this Contract immediately for any reasons deemed mandatory by the Bank.

### **Article (3): Obligations of Both Parties**

- 3.1 The Merchant (Customer) shall comply with the terms and conditions for the use of the debit cards issued by Commercial Bank of Kuwait set forth in Appendix No. (1) Attached to this contract.
- 3.2 During the validity of this contract, the Merchant (Customer) undertakes to comply with all instructions issued by the Bank regarding how to use the payment method. The Merchant

(Customer) shall also strictly maintain the confidentiality of the codes, numbers and passwords that Commercial Bank of Kuwait provides to the Merchant (Customer) and to take all necessary measures to prevent others to access them.

- 3.3 The Merchant (Customer) undertakes to have in place qualified employees to handle all matters related to the service subject of this contract.
- 3.4 The Merchant (Customer) undertakes to comply with all the terms and conditions of this contract and all laws relevant to the subject matter of this contract.
- 3.5 The Merchant (Customer) acknowledges that it is aware of and fully understands all the terms and conditions set forth in this contract and further acknowledges its agreement thereon.
- 3.6 The Bank undertakes to carry out the necessary and sufficient training for the Merchant (Customer) employees on how to use the Quick Pay Service subject of this contract and how to operate it efficiently.
- 3.7 The Bank undertakes to notify the Merchant (Customer) in the event that the Bank makes any amendment or addition to the process of using the Quick Pay Service. The Bank shall also conduct the necessary training for the Merchant's (Customer) team on how to use the service.

#### **Article (4): Scope of Services Provided by Commercial Bank of Kuwait**

- 4.1 The Bank has the right to accept or reject any transaction conducted using debit cards, issued by Commercial Bank of Kuwait or any other bank, to pay for goods and services after verifying the two parties to the transaction. Commercial Bank of Kuwait shall verify the Cardholder (Consumer/ Buyer) based on the debit card details and the other available necessary information. From its side, the Merchant (Customer) shall also verify the transaction. However, Commercial Bank of Kuwait shall have the right, at its sole discretion, to reject the transaction in case the verification process and the identification of both parties of transaction have failed without any adverse impacts on the client as a result.
- 4.2 The Merchant (Customer), after verifying the sent transaction data as indicated above, shall ensure that the transaction is completed and executed, and the relevant payments are posted to the main account of the Cardholder (Consumer/ Buyer).
- 4.3 The Bank shall release the transactions withheld by it within maximum 24 hours. The Bank shall ensure releasing and posting the payments related to such transactions to the Merchant's (Customer) main account as quickly as possible, in any case, before the start of the next working day, unless there is a force majeure event preventing the same.
- 4.4 Pursuant to Clause 4.3 above, the Bank shall provide detailed daily reports on all transactions that have been withheld by the Bank with a debit entry of the corresponding payment on the Cardholder's (Consumer/ Buyer) account.
- 4.5 The Bank undertakes to notify the Merchant (Customer) immediately upon the interruption or cessation of the payment method and the expected period of such interruption.
- 4.6 The Bank undertakes to notify the Merchant (Customer) in due time to make the necessary communication, in case any of the Merchant (Customer)'s activities on network has become in contradiction with the agreed upon standards and practices.
- 4.7 The Bank undertakes to apply the best standards and practices adopted in this field at all times of direct or indirect communication. This is to protect the security and confidentiality of any information related to the transaction sent to the electronic payment method, especially while passing, verifying or processing the transaction and during the times when the transaction is subject to third parties access.
- 4.8 The Bank shall provide and maintain all equipment and software necessary to provide and support the payment method and other services provided by the Bank under this contract. It

shall also comply with joint responsibilities to ensure the security, integrity and privacy of the shared data.

- 4.9 The Bank shall comply with all terms and conditions of this contract and all current and future laws and decisions, if any, relevant to the subject matter of this contract.

#### **Article (5): Charges for Business & Services**

- 5.1 In return for providing the business and services set forth in Article No. (4) Above, Commercial Bank of Kuwait shall charge the fees and commissions stated in the Electronic Payment Service Application Form. The Bank shall have the right to amend such amounts after the elapse of a period not less than 30 days from the date of notifying the Merchant (Customer) of such amendment through the means deemed appropriate by the Bank.
- 5.2 The Bank shall have the right to amend, add or cancel any of these terms and conditions without notice to the Merchant (customer) in accordance with the Bank's applicable policies and procedures and as per the Central Bank of Kuwait's instructions.
- 5.3 The Bank reserves the right to refuse opening or to close any account without giving any reasons.

#### **Article (6): Risk Management**

Each party shall notify the other and furnish all information, within the possible and legally designated period, in the event that any party knows of any attempted or actual unauthorized use or misuse of the payment method or any components thereof, or in case either party receives any information related to such breaches and other unauthorized acts. Both parties have agreed to cooperate with each other in order to develop consistent and effective strategies to overcome such problems and mitigate the negative impacts on the electronic payment method as much as possible.

#### **Article (7): Confidentiality**

During the validity of this contract and after its termination, neither party may disclose, announce or use, for any purpose other than this contract, any information related to the business or affairs of the other party without the prior written consent of the concerned party.

#### **Article (8): Force Majeure**

- 8.1 Neither party shall be responsible towards the other for any default or non-performance of its obligations or related costs if the obligations required under this contract have not been performed due to any events that are beyond the control of the delayed party, or due to any local or international force majeure events or circumstances that impede the implementation of this contract.
- 8.2 In the event of force majeure, the delayed party has the right, under mutual written agreement with the other party, to extend the time according to the duration of such force majeure circumstances. However, the delayed party shall immediately notify the other party of the force majeure event and discuss with the other party the possible actions that can be taken to overcome delays as soon as possible. Further, the delayed party shall make all reasonable efforts to overcome such delays.
- 8.3 If the force majeure circumstances last for a period exceeding the agreed upon term between both parties, then either party may notify the other of its wish to terminate this contract immediately. Both parties have agreed that in case such force majeure circumstances vanish before the aforementioned period, then the relationship already existing between them shall continue and this contract will remain in full force.

### **Article (9): No Waiver**

Neither party to this contract shall waive any obligations or rights arising therefrom or dispose thereof in any way, whether by means of transfer or sublease, without the prior written consent of the other party.

### **Article (10): Termination of the Contract**

- 10.1 Without prejudice to the provisions of Articles (2) and (8) herein, this Contract may be terminated during its validity period in the following cases:-
- 10.1.1 Based on mutual consent of the parties to terminate the contract;
  - 10.1.2 If either of the parties neglects or defaults in meeting its obligations under this contract, and such negligence or default is repairable or restorable but continues for 30 days after the party in default receives a notice from the other party explaining the type of negligence or default and identifying the corrective actions that should be taken to remedy the default.
  - 10.1.3 Immediately upon the bankruptcy, liquidation or dissolution of either party, or upon the occurrence of any other similar legal circumstances.
  - 10.1.4 In the event of an unauthorized waiver of this contract as stipulated in Article (9) therein above.
- 10.2 Any termination of this contract shall not prejudice any rights or obligations arising for either party towards the other prior to the date of termination.
- 10.3 The Bank shall stop any accounts in case of suspicion of a legal violation, financial crime or suspicious transactions. The Bank is also entitled to withdraw and seize any account belonging to customers without need for serving notice or warning.
- 10.4 The Bank shall have the right to take legal actions against the Merchant (Customer) in accordance with Law No. 106/ 2013, Central Bank of Kuwait Instructions No. (2/BS/IBS/432/2019) and their subsequent amendments in the event of having any suspicion of money laundering and terrorist financing without the least responsibility on the Bank. The Bank may immediately set aside any transferred funds in the event that there are suspicions that such funds are associated with money laundering and terrorist financing transactions. The Bank may also delay the transfer of the funds for the purpose of verification, or refrain from enforcing the transfer due to suspicions that the transactions may be associated with money laundering or terrorist financing, or that the transfer is intended to individuals or companies that are included on the blacklist of any country or are subject to any internationally imposed sanctions, or that the transfer is to any fictitious name or entity.

### **Article (11): Notices**

All correspondences and legal & judicial announcements (as served by any party to the other on the addresses set out in this contract or to the latest address provided via a registered letter with acknowledgement of receipt, SMS, e-mail or by any other modern means of communication that can be saved and retrieved) shall be valid, enforceable and legally binding, from all aspects, towards the other party. However, any change to the address of any party shall only be effective or valid from the date when the other party receives a notification of the change of such address.

### **Article (12): Governing Law and Dispute Settlement**

- 12.1 The Merchant (Customer) shall hereby comply with all the laws in force in the State of Kuwait and the terms and conditions of the Commercial Bank of Kuwait and shall not use the service

for any purchase transaction, getting services or any objectives that are in violation of the law. The Merchant (Customer) shall bear the full responsibility for any violation thereof. In this case, the Commercial Bank of Kuwait has the right to stop dealing, withdrawals and blocking all customer accounts.

- 12.2 These terms and conditions shall be subject to and interpreted by the laws in force in the State of Kuwait and all disputes and conflicts that may arise between the Merchant (Customer) and the Bank shall be subject to the exclusive jurisdiction of the courts of the State of Kuwait without prejudice to the Bank's right to take any legal action against the Merchant (Customer) before any court or judicial authority whether inside or outside the State of Kuwait.
- 12.3 In case of conflict between the Arabic text and the English text, the Arabic text shall prevail.

**Article (13): The Entire Agreement**

- 13.1 This contract constitutes the entire agreement between both parties regarding the subject matter of the contract, and supersedes any previous understandings, correspondence or agreements of any kind between the two parties, whether verbal or written.

## **Appendix No. (1) To QuickPay Service Agreement**

1. The data sent from the Website should comply with the coding standards set by Commercial Bank of Kuwait and previously advised by the Bank.
2. Details of the login to the system are sent to the Merchant (Customer)'s e-mail address; where the Merchant (Customer) logs into the system via the following link: [https://\[Merchant\].cbk.com](https://[Merchant].cbk.com). The Merchant (Customer) number, user name, and password are entered to log into the system. The word [Merchant] in the above link will be replaced with the agreed upon name of the Merchant to give it the domain name that will transfer the Merchant to its designated page using any internet browser. The full features of the Website shall be wholly owned by Commercial Bank of Kuwait (cbk.com). However, the page offered to the Merchant (Customer) (or its clients) upon logging in to perform any transactions under this contract will include the Merchant's (Customer) system, whether the Merchant's name, logo, or color, to give the specific features associated with each Merchant. Nevertheless, the Merchant shall not have any proprietary rights concerning this Website. All proprietary rights shall remain the ownership of Commercial Bank of Kuwait.
3. It is agreed that the Merchant (Customer) shall be solely responsible for the terms and conditions of the services delivery. In the event of any dispute by the Cardholder (Consumer/ Buyer) regarding the services, their delivery, their delivery date or other disputes, Commercial Bank of Kuwait will not be responsible in any way for any failure or default unless such failure or default results from the Bank.
4. The Merchant (Customer) shall obtain the prior approval of Commercial Bank of Kuwait for each transaction and its full amount performed under this service.
5. The Merchant (Customer) shall provide all reasonable assistance to the Bank, to the extent of the Bank's satisfaction that the Merchant (Customer) has taken all reasonable measures and controls to ensure there are in place enough facilities to securely save information, restrict access to such information for protecting its integrity.
6. The Merchant (Customer) shall be responsible for any financial or legal disputes that may arise between the Merchant (Customer) and the Cardholder (Consumer/ Buyer) subject to this contract. Commercial Bank of Kuwait shall not be a party to such disputes between the Merchant (Customer) and Cardholders (Consumers/ Buyers).
7. This appendix shall be subject to all the terms and conditions stipulated in the original contract unless otherwise expressly stipulated in this appendix.
8. The amounts collected from the Merchant (Customer)'s clients shall be transferred to the Merchant (Customer) account on the following day of the collection date.
9. It is agreed that the Bank shall charge the fees and commissions specified in the Electronic Payment Service Application Form. The Bank shall be entitled to modify the value of the fees or commissions provided that the Merchant (Customer) is so notified in writing not less than one month before the date set for the amendment.