

MERCHANT TERMS OF USE
EFFECTIVE AS OF 1ST OF JUNE, 2019

Areeba SAL (“areeba”) is licensed to provide “Simplify Commerce™,” a multi-channel payment platform designed and developed by Mastercard International Incorporated (“Mastercard”) to provide businesses with a simple, single, secure platform, delivering features to initiate and manage payments as well as value added services to help merchants manage their businesses (“Simplify Commerce”). These Merchant Terms of Use apply for the use of Simplify Commerce by businesses located in the Republic of Lebanon. As a Simplify Commerce merchant, you will also have the opportunity to integrate with “MasterPass™,” Mastercard’s digital acceptance network that allows consumers with MasterPass-connected digital wallets to checkout wherever MasterPass is accepted.

These Merchant Terms of Use (“Merchant TOU”) and the Simplify Commerce Privacy Notice located [here](#) (the “Simplify Commerce Privacy Notice”) are a legal agreement between you and areeba. BY CREATING A MERCHANT ACCOUNT (DEFINED BELOW), WHICH INCLUDES CLICKING TO ACCEPT THESE MERCHANT TOU, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS IN THESE MERCHANT TOU AND THE SIMPLIFY COMMERCE PRIVACY NOTICE, AND ALL OTHER RULES, POLICIES, AND PROCEDURES RELATING TO SIMPLIFY COMMERCE THAT MAY PUBLISH FROM TIME TO TIME.

“You” (and all derivations thereof) means you individually, and if you are accepting these Merchant TOU on behalf of a company or other legal entity, that legal entity. IF YOU DO NOT AGREE TO THESE MERCHANT TOU, YOU MAY NOT CREATE A MERCHANT ACCOUNT OR USE SIMPLIFY COMMERCE.

About Us: areeba SAL, (CR 1016724) a Lebanese licensed financial institution, principal member of VISA and Mastercard.

1. **Simplify Commerce and Payment Processing.** Simplify Commerce provides a technical interface, which includes application programming interfaces (“APIs”), a website, and an account management dashboard (“Simplify Dashboard”), between your online store and areeba’s payment processing system. All payment transactions you submit through Simplify Commerce will be processed by areeba. By your continued use of Simplify Commerce, you signify your acceptance of both these Merchant TOU between you areeba.

The Simplify Dashboard currently provides you with access to the following features and tools:

- a. **Customer Details.** The Simplify Commerce Portal allows you to store customer details, including card details, in order to provide card-on-file functionality;
- b. **Virtual Terminal.** The Simplify Commerce Portal allows you to accept a card payment from a device wherever there is internet access;
- c. **Plans.** The Simplify Commerce Portal allows you to produce plans that facilitate the processing of payments from customers on a recurring basis;
- d. **Invoices.** The Simplify Commerce Portal allows you to generate and deliver invoices and receipts to customers via email; and

- e. **Payment Buttons.** The Simplify Commerce Portal allows you to create and customize payment buttons for your products and services and share them through social media or add them to a website. Your customers pay via a hosted checkout page.

2. **Accepting Cards, Payouts, the Simplify Dashboard, Fees, Payout Schedule, Payment Processing, & MasterPass.**

- a. **Accepting Cards.** You agree that you will abide by the rules set forth by the card networks that you have elected with areeba to accept (“Card Networks”) and the rules established by each Card Network (the “Card Network Rules”), these Merchant TOU, the Merchant Agreement, and any operating guides that we may provide you from time to time.
- b. **Simplify Dashboard Transaction History, Reconciliations, & Errors.** Information regarding the card transactions in respect of which Simplify Commerce provides technical support (“**Transaction History**”) will be available to you on your Simplify Dashboard when you login using your Merchant Account.

After each payout of card settlement funds to your Bank Account, we will update information in your Merchant Account to reflect settlement and you can view this information in your Transaction History on your Simplify Dashboard. We provide a minimum of one year of Transaction History on your Simplify Dashboard. Except as required by law, you are solely responsible for compiling and retaining permanent records of all transactions and other data associated with your Merchant Account, your Transaction History, and your use of Simplify Commerce.

Except as required by law, you are solely responsible for reconciling your Transaction History with your actual card payment transactions. You agree to notify us of any discrepancies arising from such reconciliation and verification within sixty (60) days. In the event you are owed money as a result of the discrepancy, please contact 1557 to seek resolution with areeba.

- c. **Payout Schedule.** Payout schedule refers to the time it takes for areeba to initiate a transfer to your designated Bank Account of settlement funds arising from card transactions processed through Simplify Commerce (“**Payout Schedule**”). Once your Bank Account information has been reviewed, areeba will initiate transfer of settlement funds (net of fees, chargebacks, and other funds owed to us) in accordance with the Payout Schedule, the terms of which will be made available to you as provided in the Merchant Agreement. The settlement funds should normally be credited to your Bank Account within 1-2 working days of areeba initiating the payout.
- d. **Fees.** You are responsible for any fees assessed by areeba to you, as set forth in the Merchant Agreement.

You acknowledge that you are also responsible for any penalties or fines imposed by areeba or directly to you by any Card Network or financial institution as a result of your activities. We may, in the future, offer you additional services via Simplify Commerce (“**Additional Services**”) by posting descriptions of the Additional Services and any fees related thereto

on the fee schedule on our website. You will have an opportunity to opt-in to any Additional Services should they become available.

- e. **Payment Processing and areeba's Other Services.** For information and handling of refunds, returns, chargebacks, contesting chargebacks, excessive chargebacks, the reserve account, and other topics related to payment processing and areeba's Other Services, please refer to your Merchant Agreement with areeba.

 - f. **MasterPass.** As indicated above, you will have the opportunity to integrate with MasterPass. If you choose to integrate with MasterPass via Simplify Commerce, by displaying the Buy with MasterPass checkout button on your website, you agree to be bound by the MasterPass Operating Rules which will form a separate contract between you and Mastercard Asia/Pacific Pte Ltd. Displaying the Buy with MasterPass checkout button on your website, .mobi site and/or app, either by integrating Simplify's Pay Now button or by including the MasterPass code we provide to you indicates your acceptance of the MasterPass Operating Rules. MasterPass will send their payment and, if necessary, shipping information to you via Simplify Commerce. Simplify will continue to tokenize credit and debit card information to you. When the consumer confirms their order, areeba will continue to process the transaction on your behalf as usual. The [MasterPass Operating Rules](#) will govern your use of MasterPass and your display of the MasterPass checkout button, while all aspects of your payment processing will be governed by these Merchant TOU and any other applicable terms and conditions which may govern your Bank Account and/or your use of areeba's services.
3. **Registration.** You must apply to areeba to create an account (a "**Merchant Account**"). If you wish to integrate [Simplify Commerce Platform] into your online store (the "**Integration**"), your developer will need to create a developer account with areeba and agree to the [Simplify Commerce Developer Terms of Use](#) (the "**Developer TOU**"). As a condition to creating a Merchant Account, areeba will require you to submit certain information that will allow areeba to confirm your identity. Areeba may, in its sole discretion, accept or reject your request to create a Merchant Account. If areeba accepts your request to create a Merchant Account, areeba will issue you one or more unique security certificates, tokens, passwords, and other credentials (collectively, "**Credentials**"), for authentication, account management, and other purposes. The Credentials are areeba's property and you may only use them for the purpose of using Simplify Commerce Platform as permitted in these Merchant TOU.
4. **Protecting Your Account Information.** You are responsible for keeping your Merchant Account password and your Credentials confidential and for all activities that occur through your Merchant Account or through the use of your Credentials, including the activities of others and regardless of whether such activities are authorized. You agree to immediately notify areeba of any breach or unauthorized use of your Merchant Account or Credentials. Areeba reserves the right to require you to alter your password if areeba believes your password is no longer secure. You are responsible for maintaining up-to-date and accurate information (including a current e-mail address and other required contact information) for your Merchant Account. Without limitation of the foregoing, you will provide notice to areeba in advance of any change in the business of your online store in connection with which you are using Simplify Commerce.

5. **Grant of License.** So long as you comply with these Merchant TOU, areeba grants you a royalty free, limited, nonexclusive, revocable, nontransferable sub-license, without right of sublicense, to use Simplify Commerce solely for the purpose of accepting credit and debit card payments online. You may not use Simplify Commerce for any other purpose and may not, or allow any other party to:
- a. reverse engineer, disassemble, reconstruct, or decompile any object code relating to Simplify Commerce (except to the extent you are expressly permitted by law to do so);
 - b. gain access to or use of areeba's services or systems, other than Simplify Commerce as permitted hereunder, or damage, disrupt, or impede the operation of areeba's services or systems;
 - c. engage in fraudulent or illegal conduct of any kind that is related in any way to Simplify Commerce;
 - d. restrict, inhibit, or engage in any activity that prevents any other merchant from using Simplify Commerce;
 - e. request, collect, solicit, or otherwise obtain access to Credentials or open a Merchant Account by automated means or under false or fraudulent pretenses;
 - f. sell, transfer, sublicense, or otherwise disclose your Credentials;
 - g. circumvent or modify any Credentials or other security mechanism used by areeba;
 - h. use your Credentials or Simplify Commerce for purposes other than accepting and processing credit and debit card payments online;
 - i. use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," to access Simplify Commerce in a manner that sends more request messages to areeba's servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser;
 - j. rent, lease, loan, trade, sell/re-sell, or otherwise charge any party for access to Simplify Commerce; or
 - k. transmit any viruses, worms, defects, Trojan horses, or any programming of a destructive nature.

You will comply with all applicable laws, rules, regulations, directives, and governmental requirements relating to your use of Simplify Commerce or your sale of products and services.

6. **Prohibited Businesses and Activities.** You may not use Simplify Commerce in connection with any of the following businesses and activities or prohibited business activities that are otherwise notified to you by us by email or by posting a notice on the Simplify Commerce site:

- a. **Illegal Activities.** The sale of any good or service that violates any applicable law or regulation.
- b. **Certain Adult Oriented Products and Services.** Child pornography (in all media types such as Internet, phone, and printed materials). Any depiction of forcible sex or bestiality is prohibited.
- c. **Illegal Drugs.** The sale of illegal pharmaceuticals, illegal drugs, or drug paraphernalia.
- d. **Counterfeit Goods.** The sale or marketing of any counterfeit good.
- e. **Gambling Businesses.** Illegal online gambling, lotteries (including sale of lottery tickets), games of chance (including sweepstakes and raffles), sports forecasting, or odds-making.
- f. **Money Making (“Get Rich”) Businesses.** Including information guides, warranty fees, mortgage reduction services, and any product or service where a prize is guaranteed, marketing media is unavailable, premiums/incentives are offered, promises of future guaranteed results are made, or any rebate or reward program.
- g. **Tobacco Products.** Any activity violating applicable laws or industry regulations regarding the sale of tobacco products.

Areeba may modify the above list of prohibited businesses and activities at any time subject to sending a 30 days prior notice. Areeba may immediately terminate your use of Simplify Commerce if you engage in any of the above businesses or activities or any other illegal or inappropriate activity in connection with your use of Simplify Commerce, as determined by areeba in its sole discretion, and areeba reserves the right to take any other corrective action areeba deems appropriate. If you disagree with the list of prohibited business activities or have reason to believe that this will materially affect your use of Simplify Commerce, you may terminate your use of Simplify Commerce Platform at any time in accordance with clause 18 below.

- 7. **Customer Support.** In addition to customer support provided by your applicable independent third party processor, or any other service provider, areeba will provide you with support via email or phone to resolve any issues relating to your use of Simplify Commerce. You are solely responsible for providing support to your customers for all issues relating to the products and services that you sell and the payment transactions you process using Simplify Commerce.
- 8. **Modifications to Simplify Commerce.** Areeba may discontinue, modify, or change Simplify Commerce, or areeba’s service and systems at any time. Such changes may require you to update your online store at your own cost so that it remains compatible with, and interfaces accurately with Simplify Commerce. To the fullest extent permitted by law, areeba will have no liability or obligation to you with regard to any modifications or changes it makes to Simplify Commerce, or areeba’s services or systems.
- 9. **Additional Products and Services.** You consent to receiving messages which areeba may send to you from time to time, regarding additional products and services offered by areeba that it believes

may be useful to you in your business. If you do not wish to receive these messages, you may opt out by informing areeba by email or phone.

10. Third Party Sites. Simplify Commerce may contain third party content and links to third party sites that are completely independent of Simplify Commerce and not owned or controlled by areeba (“**Third Party Sites**”). Links to Third Party Sites are included solely for the convenience of users and do not constitute any approval, endorsement, or warranty by areeba. Moreover, areeba is not responsible for the content, security, operation, or use of any Third Party Sites or the products or services that may be offered or obtained through them or for the accuracy, completeness, or reliability of any information obtained from a Third Party Site. When you click on a link to a Third Party Site, you will leave Simplify Commerce. Any information you submit after you leave Simplify Commerce will not be collected or controlled by areeba. It will be subject to the privacy notice or terms of use applicable to the Third Party Site. It is your responsibility to review those policies before submitting your information to the Third Party Site and you provide your information to Third Party Sites at your own risk. You expressly relieve areeba from any and all loss, damages or other liabilities you incur as a result of your access to, or use of, any Third Party Sites.

11. Personal Data and Data Security.

a. Areeba’s Obligations. In order to provide the Simplify Commerce service, areeba is required to process information on your behalf, and in respect of which you are the data controller, relating to identified individuals who make a payment through Simplify Commerce, or whose details you otherwise cause to be stored in the Simplify Commerce systems (including but not limited to name, postal address, email address, telephone number, credit and debit card numbers and bank account numbers, or any other unique identifier specific to an individual that may be collected, stored or transferred in anticipation of, in connection with or incidental to making payments) (“**Personal Data**”). Areeba shall only process such Personal Data in accordance with the terms of these Merchant TOU, and otherwise in accordance with your instructions. Areeba shall ensure that appropriate security measures are taken against unauthorized access to, or unauthorized alteration, disclosure or destruction of, all Personal Data. However, you acknowledge that areeba is unable to ensure that unauthorized third parties shall not be able to circumvent areeba’s protections and gain access to that Personal Data. Simplify Commerce is and shall remain compliant with the Payment Card Industry Data Security Standards (PCIDSS).

b. Your Obligations.

(1) You will be solely responsible for the security of your online store, including all content contained in your online store and all Personal Data you collect from your customers. You will comply with all applicable Privacy and Information Security Requirements. For the purposes of these Merchant TOU, “Privacy and Information Security Requirements” means: (i) all applicable laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality, or security of Personal Data, including, without limitation, to the extent applicable, the EU General Data

Protection Regulation 2016/679 (as amended and replaced from time to time) and all laws implementing that Directive in the relevant EU Member States; the Gramm-Leach-Bliley Act; In Lebanon, Law No. 81 Relating to Electronic Transactions and Personal Data and applicable *Banque du Liban* regulations laws regulating unsolicited email communications; laws regarding the use of cookies, web beacons, and similar technologies; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Data; and all other similar laws, rules, regulations, directives, and governmental requirements; and (ii) your own published policies relating to the collection, usage, sharing, and security of Personal Data.

- (2) You are solely responsible for notifying your customers that areeba is providing Simplify Commerce to you and that areeba is collecting Personal Data from your customers on your behalf in connection with such services. You represent and warrant to areeba that you will provide your customers with any and all notices, and will obtain from your customers all necessary rights and consents, under applicable law and the Privacy and Information Security Requirements, to allow areeba to use and disclose all Personal Data collected, stored or processed by Simplify Commerce through your online store (the “Required Notices and Consents”). The Required Notices and Consents include, but are not limited to, providing notice and procuring consent to the use of customer Personal Data for the following purposes:
- i. Collecting, storing, and tokenizing payment card (credit, debit and/or prepaid cards) information;
 - ii. Delivering Personal Data, including payment card information, to areeba to facilitate areeba’s Services;
 - iii. Collecting and storing Personal Data to create customer accounts in the Simplify Dashboard to facilitate the following services:
 1. Customer Details. Storing of customer details, including card details, in order to provide card-on-file functionality;
 2. Plans. The processing of payments from customers by areeba on a recurring basis;
 3. Invoices. The generation and delivery of invoices and receipts to customers via email;
 4. Coupons. Providing coupons to customers that allow them to avail of discounts; and
 5. Store Analysis. The analysis of data in relation to customer shopping habits in your online store;

- iv. Assisting you and areeba in the provision of products or services that are requested by a customer;
- v. Collecting and storing Personal Data for the purposes of sending direct marketing messages to customers;
- vi. Transferring Personal Data outside of the Republic of Lebanon for the purposes of providing the Simplify Commerce service;
- vii. For the purposes of allowing areeba to include the Personal Data in anonymized form in aggregated databases that can be used to generate reports, statistics or other analysis for use in improving the Simplify Commerce services or promoting the Simplify Commerce service to third parties; and
- viii. For any additional use of Personal Data necessary to implement new features of Simplify Commerce.

You represent and warrant that you will not use the Personal Data that is collected by areeba on your behalf, or which is made available to you via the Simplify Dashboard, otherwise than in accordance with the Required Consents and Notices.

- c. **Data Usage.** You may not retain, track, monitor, store, or otherwise use Personal Data regarding customers making payments or receiving invoices and/or receipts through Simplify Commerce for any purpose other than to process the payment transaction, fulfill orders, send the invoice and/or receipt, and collect consents to future direct marketing by email, as the case may be. If you engage a developer and/or administrator to implement or manage your participation in Simplify Commerce, you represent and warrant that they will not access or use the Personal Data for any other purposes other than as contemplated in these Merchant TOU.
- d. **Privacy.** Areeba recognizes the importance of respecting the privacy of those who visit its websites and use its products and services, including Simplify Commerce. The Simplify Commerce Privacy Notice provides a description of how areeba collects, uses, shares, and protects personal information in connection with Simplify Commerce, as well as the choices and access rights you have in regards to such personal information.

12. Ownership and Rights.

- a. **Feedback.** You may provide feedback, suggestions comments, improvements, and ideas (collectively “**Feedback**”) to areeba but you are not required to do so. Areeba is not required to hold the Feedback in confidence. Areeba may use the Feedback for any purpose without obligation of any kind. You acknowledge and agree that all right, title, and interest in and to any Feedback (including your intellectual property rights relating thereto) that you provide to areeba shall exclusively belong to Mastercard and Mastercard may (without any license, royalty, or consent from you) use, implement, exploit, transfer, assign, or allow

any third party including areeba to use, implement, exploit, transfer, assign, any Feedback in any manner without restriction and without any obligation of confidentiality, attribution, accounting, compensation or other duty to account. You forever waive and agree never to assert against areeba or Mastercard and their business partners, employees, representative, affiliates, successors and licensees any and all Moral Rights, as defined below, that you may have in the Feedback even after expiration or termination of these Merchant TOU, to the extent permitted by applicable law. "Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country, or under any treaty. Notwithstanding anything contained in the applicable laws, rules, instructions or directives, you also give your irrevocable consent to areeba and/or Mastercard to use, process, alter, modify, amend, redact, evaluate, analyze, disclose, share any and all personal or sensitive information or data contained in the Feedback and you waive forever and agree never to assert against areeba or Mastercard and their business partners, directors, employees, representative, affiliates, successors and licensees any and all your rights to withdraw your consent or approval or object to the processing, or request deletion or erasure or correction of your personal or sensitive data.

- b. Mastercard Property.** You agree that Mastercard ultimately retains all right, title and interest, including without limitation all intellectual property rights, in and to (i) the Simplify Commerce (including application programming interfaces ("APIs")) and any derivative works and compilations based on the foregoing, (ii) Mastercard's systems and services, (iii) all names, trade names, trademarks, service marks, slogans, logos, domain names, or other indicia of Mastercard, including without limitation "Simplify Commerce" (the "**Mastercard Brands**"); (iv) all Feedback (as defined above); and (v) Mastercard's Confidential Information Mastercard's systems and services (collectively the "**Mastercard Property**"). You may not use any information of the Simplify Commerce provided by areeba to dispute or contest the validity of Mastercard's intellectual property rights in the Mastercard Property. Doing so will constitute a material, non-curable breach of these Merchant TOU.
 - c. Usage Data.** Areeba shall own all right, title and interest in all information it collects with respect to your use of Simplify Commerce, including without limitation, statistical information, and traffic analysis data ("**Usage Data**"). You agree that areeba may use and exploit all Usage Data for any purpose without any obligation to you; provided however, that areeba may only disclose Usage Data to third parties so long as the Usage Data is disclosed only in the aggregate and not in a manner that it is attributable to you or any individual.
 - d. Customer List.** During the term of these Merchant TOU, you hereby grant areeba the right to list you as a Simplify Commerce customer in any descriptions of Simplify Commerce and related press releases, case studies, and other promotional and marketing materials; provided however, that areeba has no obligation to do so.
- 13. Your Warranties.** You represent and warrant to areeba that: (a) the information you provide to areeba in connection with your creation of a Merchant Account and use of Simplify Commerce is true and correct; (b) you will comply with these Merchant TOU, the Merchant Agreement, the

MasterPass Operating Rules, the Developer TOU, and all applicable laws, rules, regulations, directives, and governmental requirements; (c) you are not engaged in, and will not engage in, any activity prohibited by Section 6 (Prohibited Businesses and Activities); (d) you will not engage in any activity designed to influence the mix of the transactions you submit for processing via Simplify Commerce to be comprised 100% of one Card Network brand; (e) you are at least eighteen (18) years of age; (f) you are eligible to register and use Simplify Commerce and have the right, power, and ability to enter into and perform under these Merchant TOU, or where you are doing so on behalf of a company or another legal entity, you have authority to bind that legal entity; (g) the name under which you have opened your Merchant Account is the name under which you sell products and services and (h) you will abide by the provisions of the Merchant Agreement.

- 14. Indemnification.** You agree to indemnify and hold harmless areeba and Mastercard and its employees, representatives, and affiliates (the “Indemnified Parties”) from and against any and all claims, liabilities, damages (actual and consequential), losses, fines, and expenses (including, but not limited to, legal and other professional fees and costs of investigation) arising from or in any way related to: (a) your use of Simplify Commerce; (b) your (or anyone using your account’s) breach of these Merchant TOU or applicable law; (c) your online store and/or the activities in connection with which you are using Simplify Commerce where such use or activities are conducted in a wrongful, illegal, fraudulent or abusive manner; or (d) your or any of your staff’s or representatives’ negligence or wilful misconduct, including without limitation, claims of intellectual property infringement, breach of privacy or violation of applicable law arising under any of the foregoing clauses. You may not enter into any stipulated judgment or settlement that purports to bind areeba without areeba’s prior express written authorization. Areeba holds the benefit of this indemnification for itself and an agent for areeba Parties.
- 15. Disclaimer of Warranties.** SIMPLIFY COMMERCE, THE CREDENTIALS, AND ALL OTHER BANK SERVICES AND PRODUCTS ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND WITH ALL FAULTS. AREEBA DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. AREEBA DOES NOT WARRANT THAT SIMPLIFY COMMERCE, OR ANY THIRD PARTY SITES WILL BE ERROR FREE, UNINTERRUPTED, FREE FROM SPYWARE, MALWARE, ADWARE, VIRUSES, WORMS, OR OTHER MALICIOUS CODE, OR WILL FUNCTION TO MEET YOUR REQUIREMENTS. AREEBA DOES NOT WARRANT THAT SIMPLIFY COMMERCE, OR ANY THIRD PARTY SITES WILL WORK ON YOUR HARDWARE, WITH YOUR OPERATING SYSTEMS, OR WITH ANY OTHER SOFTWARE INSTALLED ON YOUR COMPUTERS. INFORMATION OBTAINED BY YOU FROM ANY BANK WILL NOT CREATE ANY WARRANTIES. YOU ASSUME ALL RISKS ASSOCIATED WITH YOUR USE OF SIMPLIFY COMMERCE, OR ANY OTHER BANK SERVICE OR PRODUCT. IT IS YOUR SOLE RESPONSIBILITY TO DETERMINE WHETHER SIMPLIFY COMMERCE, OR ANY OTHER BANK SERVICE OR PRODUCT IS SUITABLE AND ADEQUATE FOR YOUR NEEDS.

YOU SPECIFICALLY ACKNOWLEDGE THAT BANK DOES NOT HAVE ANY CONTROL OVER THE PRODUCTS OR SERVICES THAT ARE PAID FOR THROUGH SIMPLIFY COMMERCE AND AREEBA CANNOT ENSURE THAT ALL TRANSACTIONS WILL BE

COMPLETED OR THAT AREEBA WILL AUTHORIZE ALL TRANSACTIONS THAT YOUR CUSTOMERS INITIATE.

16. Limitation of Liability. SAVE IN RESPECT OF FRAUD AND FRAUDULENT MISREPRESENTATION, AND DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, REGARDLESS OF WHETHER ANY REMEDY IN THESE MERCHANT TOU FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, AREEBA IS NOT AND SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY:

- a. PROPERTY DAMAGE;
- b. LOSS OF USE;
- c. LOSS OF BUSINESS;
- d. ECONOMIC LOSS;
- e. LOSS OF DATA; OR
- f. LOSS OF PROFITS.

WITHOUT REGARD TO THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTIONS) ARISING OUT OF OR IN CONNECTION WITH: (A) THESE MERCHANT TOU; (B) SIMPLIFY COMMERCE, INCLUDING YOUR USE OF SIMPLIFY COMMERCE OR ANY INTERRUPTION OF SERVICE RELATING TO SIMPLIFY COMMERCE; (C) ANY THIRD PARTY SITE; OR; (D) THE UNAUTHORIZED ACCESS BY ANY PARTY TO AREEBA'S SERVICES AND SYSTEMS, INCLUDING PERSONAL DATA, EVEN IF ANY OF AREEBA HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. YOU WAIVE ANY AND ALL CLAIMS, NOW KNOWN OR LATER DISCOVERED, THAT YOU MAY HAVE AGAINST AREEBA ARISING OUT OF YOUR USE OF SIMPLIFY COMMERCE, THE CREDENTIALS, ANY OTHER SERVICE OR PRODUCT, OR THESE MERCHANT TOU.

17. Confidential Information. "Areeba's Confidential Information" includes those portions of Simplify Commerce that areeba does not make publicly available and all information that: (a) gives areeba a competitive business advantage, gives areeba the opportunity to obtain a competitive business advantage, or the disclosure of which could be detrimental to areeba's interests; or (b) which is either (i) marked "Confidential," "Restricted," "Proprietary Information," or other similar marking, (ii) known to be considered confidential and proprietary, (iii) received under circumstances reasonably interpreted as imposing an obligation of confidentiality. Areeba's Confidential Information does not include: (x) information that, at the time it is disclosed, is already in your rightful possession or available to you or your representatives from any other source having no obligation not to disclose it; (y) information that is, or any time becomes, available to the public without any breach of obligation not to disclose it; or (z) information that is developed independently by you without reliance on any of areeba's Confidential Information. You will treat

all Bank Confidential Information as strictly confidential and use the same degree of care to prevent disclosure of areeba's Confidential Information as you would use with respect to your own most confidential and proprietary information and, under no circumstances, less than the care that a reasonable person would take under the circumstances. Except as expressly provided in these Merchant TOU, you may not use or disclose any Bank Confidential Information without areeba's prior written consent, except as required by your employees and agents on a need-to-know basis in order to fulfill your obligations under these Merchant TOU; provided that those employees or agents have executed written agreements that are at least as protective of areeba's rights to areeba Confidential Information as those contained in these Merchant TOU. On termination of these Merchant TOU or on areeba's written request at any time, you will destroy or return to Bank all Bank Confidential Information in your custody or control. This provision will survive any termination of these Merchant TOU for so long as you have in your possession any Bank Confidential Information.

18. Term and Termination.

- a.** These Merchant TOU will be effective until terminated as provided herein. Areeba may suspend or terminate your use of Simplify Commerce, or these Merchant TOU at any time, without cause effective immediately upon notice to you at the email address listed in your Merchant Account. Such notice will be effective as described in Section 22.a. Without limitation of the foregoing, areeba may, in its sole discretion, suspend, revoke, or terminate your Merchant Account at any time if: (i) your contact information is not up-to-date or you do not respond to communications directed to you; (ii) the information you have provided to obtain your Merchant Account is false, inaccurate, not current, or incomplete; (iii) you are engaged in any activity prohibited by Section 6 (Prohibited Businesses and Activities); or (iv) you have breached, or areeba reasonably believes you are about to breach, these Merchant TOU, or any other agreement between you and areeba, including the Merchant Agreement. You may terminate these Merchant TOU for any reason or no reason at all, at your convenience, by sending a written notice to areeba at support@areeba.com with the word "terminate" in the subject line and by ceasing all use of Simplify Commerce.
- b.** On termination of these Merchant TOU and/or your Merchant Account for any reason, all rights and sub-licenses granted to you in relation to the Simplify Commerce Platform will immediately terminate. Upon the termination of these Merchant TOU and/or your Merchant Account, you will immediately cease all use of Simplify Commerce; and the terms, conditions, and warranties contained in these Merchant TOU that by their nature and context are intended to survive the termination of these Merchant TOU will survive, including but not limited to, 11 (Personal Data and Data Security), 12 (Ownership and Rights), 13 (Your Warranties), 14 (Indemnification), 15 (Disclaimer of Warranties), 16 (Limitation of Liability), 17 (Confidential Information), 18 (Term and Termination), 19 (Remedies), and 22 (Miscellaneous). Areeba will have no liability to you for any damages, loss of profits or other claims arising from the termination or suspension of your access to Simplify Commerce, or any other Bank service or product.

- 19. Remedies.** You acknowledge and agree that your breach of these Merchant TOU relating to the sub-licenses granted herein and your use of Bank's Confidential Information may result in irreparable harm and permanent injury to areeba for which monetary damages would be an

inadequate remedy. Consequently, you acknowledge and agree that, in such circumstances, areeba will be entitled to seek and obtain, without the posting of a bond, in addition to all other remedies available to areeba, at law or in equity, immediate injunctive relief to prevent or stop any breach of those provisions.

- 20. Republic of Lebanon Use and Government Restrictions. Republic of Lebanon Use.** These Merchant TOU apply to individuals and businesses located in or conduct business in the Republic of Lebanon. By accepting these Merchant TOU and using Simplify Commerce, you hereby represent and warrant that you are either a legal resident of the Republic of Lebanon or that you represent a legal entity that is authorized to conduct business by the state in which you operate. You may not export or grant sub-licenses for Simplify Commerce and/or Simplify Commerce Platform.
- 21. Additional Terms.** In addition to the terms and conditions in these Merchant TOU, your use of Simplify Commerce is subject to: (a) any other agreements between you and areeba relating to other products and services you obtain from areeba, all of which are incorporated into these Merchant TOU by reference. Areeba may also make additional material available for download or use that may have additional terms and conditions. All additional terms and conditions are incorporated into and are a part of these Merchant TOU. In the event of a conflict between these Merchant TOU and any additional terms and conditions, the additional terms and conditions will control only with respect to their specific subject matter.
- 22. Miscellaneous.**

 - a. Notifications.** Unless provided otherwise by areeba in connection with Simplify Commerce, all notices required from you under these Merchant TOU must be sent to [\[support@areeba.com\]](mailto:support@areeba.com) or any other address(es) specified by areeba from time-to-time, in its sole discretion. Areeba may send any and all notices to you via e-mail at the address associated with your Merchant Account, and you hereby consent to all notices being received electronically.
 - b. Entire Agreement.** These Merchant TOU constitute the entire agreement between you and areeba with regard to their subject matter. The Merchant Agreement remain in full force and effect in respect of the merchant relationship between you and areeba, in addition to the present Merchant TOU. These Merchant TOU will supersede the provisions of the Merchant Agreement in the event of discrepancy, but only with respect to Simplify Commerce.
 - c. TOU Modifications.** Areeba may, at any time and from time-to-time, change the terms of these Merchant TOU or provide other disclosures and notices regarding Simplify Commerce by posting them on the Simplify Commerce site or emailing them to the email address listed in your Merchant Account. You will be deemed to have received those disclosures and notices within 24 hours after areeba posts them on the Simplify Commerce site or emails them to you, unless areeba receives notice that the email delivery failed. If you do not accept those revisions to these Merchant TOU, your only recourse is to stop using Simplify Commerce, and to terminate these Merchant TOU by sending a termination

notice to areeba as described in Section 18.a. Your continued use of Simplify Commerce after such effective date will constitute your acceptance of those revisions.

- d. Relationship of the Parties.** These Merchant TOU do not create and shall not be construed as creating a joint venture, co-ownership, partnership, or agency relationship between you and areeba.
- e. Third Party Beneficiaries.** You acknowledge and agree that each affiliate of areeba or Mastercard is a third party beneficiary to these Merchant TOU and that areeba's or Mastercard's affiliates are entitled to directly enforce, and rely upon, any provision of these Merchant TOU which confers a benefit on (or provides rights in favor of) them. No other person or company is a third party beneficiary to these Merchant TOU.
- f. Jurisdiction; Venue; Jury Waiver.** These Merchant TOU will be construed, interpreted, and performed exclusively according to the laws of the Republic of Lebanon, without giving effect to any principles of conflicts of law or the UN Convention on the International Sale of Goods. Any action at law or in equity arising out of or directly or indirectly relating to these Merchant TOU may be instituted only in the courts located in the Republic of Lebanon. You and areeba consent and submit to the personal jurisdiction of those courts for the purposes of any action related thereto and waive any objection thereto, including forum non convenienc.
- g. Waiver.** Areeba's failure or delay to exercise or enforce any right or provision of these Merchant TOU or any rights under applicable law shall not constitute a waiver of any of those provisions or rights.
- h. Headings.** The section headings in these Merchant TOU are for convenience only and have no legal or contractual effect.
- i. Assignment.** You may not assign or transfer your rights or obligations under these Merchant TOU. Any purported assignment or transfer in violation of the foregoing will be invalid.
- j. Force Majeure.** Areeba shall not be liable for any delay or failure to perform its obligations hereunder resulting from any cause beyond its reasonable control, including without limitation, telecommunications, power, or utility failures.
- k. Severability.** If at any time any provision of these Merchant TOU (or any part of a provision of these Merchant TOU) is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

 - i. the legality, validity, or enforceability in that jurisdiction of any other provision of these Merchant TOU (including the remainder of a provision, where part thereof has become illegal, invalid, or unenforceable); or
 - ii. the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of these Merchant TOU.