

SCHEDULE 5	الملحق (5)	
Terms and Conditions for use of FreedomPay Platform	شروط وأحكام استخدام منصة فريدوم باي	
1. WARRANTIES	1- الضمانات	
1.1. Services Warranties. We represent and warrant that all secure switching will be performed in a timely, professional and workmanlike manner using reasonable care. Your sole and exclusive remedy for breach of such warranty shall be re-performance of such services or, if We cannot substantially correct such breach and re-perform the services in a commercially reasonable manner, a refund of the Fees paid to us for the defective services. Non-performance by us shall be excused if and to the extent resulting from non-performance by or wrongful acts or omissions of your or your employees or consultants, or third parties. We warrant that for a period of twelve months form the purchase date, the goods will be free from any defects in design and/or workmanship. We shall assist you in having any defective goods repaired, replaced or refunded, each at the sole discretion of the manufacturer thereof, provided that you have given notice in writing of such defect to us before the last day of the warranty period, and return the defective goods to us or to such place as directed by us.	عمليات التبديل الأمنة للتنفيذ بشكل احترافي وفعال في الوقت المناسب باستخدام العناية المعقولة. ويعتبر حلكم الوحيد والحصري في حالة انتهاك هذا الضمان هو إعادة تنفيذ هذه الخدمات، أو في حالة عدم قدرتنا على تصحيح هذا الانتهاك بشكل كبير وإعادة تنفيذ الخدمات بطريقة تجارية معقولة، نتعهد برد مبلغ الرسوم المسددة لنا كتعويض عن الخدمات المعيبة. يُعفى عدم أداؤنا إن وجد وإلى الحد الذي ينجم عن عدم الأداء أو الأفعال أو التقاعس غير المشروع من جانبكم أو من جانب موظفيكم أو مستشاريكم أو جهات خارجية، كما نضمن لكم لمدة اثني عشر شهرًا من تاريخ الشراء، أن تخلو البضائع من أي عيوب في التصميم و / أو التصنيع. كما نساعدكم في إصلاح أي بضائع معيبة أو استبدالها أو استردادها، كل ذلك وفقًا لتقدير الشركة المصنعة لها أو استردادها، كل ذلك وفقًا لتقدير الشركة المصنعة لها العيب قبل آخر يوم من فترة الضمان، وأن تعيدون البضائع المعيبة إلينا أو إلى مكان نحدده.	
1.2. You shall be responsible for procuring and maintaining, at its sole cost, all hardware, software and data communication and connectivity required to connect to the System. Delivery of PCI-Validated Point-to-Point Encryption Secure Switching is subject to your compliance with the PIM and your acknowledgement in a form provided by	كافة الأجهزة والبرامج والتواصل بين البيانات والاتصال اللازمة للاتصال بالنظام. يخضع تقديم خدمة التبديل الآمن للتشفير من نقطة إلى نقطة إلى المطابقة مع متطلبات إدارة معلومات الدفع من جانبكم وإقراركم بها عبر نموذج نقدمه لكم. في حالة عدم الامتثال لأي التزام يُحدد بموجب إدارة معلومات الدفع، يجوز لنا،	



us. . In the event you do not comply with any obligation under the PIM, we may, but shall not be obligated, to perform any such obligation or otherwise mitigate such non-compliance, in which event we may charge you reasonable fees to compensate us therefore, including, without limitation, then current list price for the applicable services. Further, a failure to comply with the PIM or the requirements of Section 3 below will result in the disallowance of the benefits to your described in the PIM.

1.3. Your Services. You understand that the services are designed and provided for the sole purpose of facilitating the sale of your products and services and that we are not responsible for the quality or quantity or other aspects of your products and services or those of any third party not under our control. We will have no responsibility or liability whatsoever resulting directly or indirectly for claims or disputes arising out of the sale, distribution or provision of products or services by you. individually and on behalf of all of its affiliates, further covenants and agrees to defend, indemnify and hold us and FreedomPay and each of our and its affiliates, employees, agents, representatives, and contractors harmless from and against any and all such Losses arising out of your products and services.

1.4. You agree that FreedomPay or we shall have no liability or obligation to you for any transactions not submitted or reported for settlement as per the Agreement after the actual date of the transaction. For transactions submitted or reported after such time limit stated in the Agreement, we or FreedomPay will

من حالة عدم المطابقة هذه بأي طريقة أخرى، وفي هذه الحالة، يجوز لنا فرض رسوم مناسبة لتعويضنا عن ذلك، بما في ذلك، على سبيل المثال لا الحصر، السعر الحالي للخدمات المعنية المطبقة. علاوة على ذلك، يؤدي عدم الامتثال لإدارة معلومات الدفع أو متطلبات القسم (3) الوارد أدناه إلى إلغاء المزايا التي وصفت لك من إدارة معلومات الدفع.

1-3 خدماتكم: تدركون أن الخدمات مصممة ومقدمة لغرض وحيد هو تسهيل بيع منتجاتكم وخدماتكم وأننا لا نتحمل مسؤولية جودة أو كمية أو أي جوانب أخرى تخص منتجاتكم وخدماتكم أو تلك الخاصة بأي جهة خارجية لا يخضع لسيطرتنا. كما أننا لن نتحمل أي مسؤولية أو التزام يترتب مباشرة أو غير مباشر عن رفع مطالبات أو منازعات تنشأ عن بيع أو توزيع أو توفير المنتجات أو الخدمات من جانبكم. كما تلتزمون، بشكل فردي ونيابة عن كافة الشركات التابعة لكم، وتوافقون على الدفاع عننا وتعويضنا وإعفائنا نحن ومنصة فريدوم وكل من شركائنا وشركاء منصة فريدوم باي، ووكلائنا وموظفينا وممثلينا ومقاولينا، بشكلٍ آمن ضد أي خسائر مترتبة عن منتجاتكم وخدماتكم.

1-4 توافون على أن منصة فريدوم باي أو نحن لن نتحمل أي مسؤولية أو التزام تجاهكم بشأن أي معاملات لم تقدموها أو تبلغوا عنها لنا للتسوية وفقًا للاتفاقية بعد تاريخ المعاملة الفعلي. بالنسبة للمعاملات المقدمة أو المبلغ عنها بعد انقضاء هذا الموعد النهائي المنصوص



attempt to process such transactions if the data is available, but we or FreedomPay will have no liability to you if we or they are unable to process such transactions.

1.5. You must dispute in writing the amount of any Fees or amounts actually settled to its accounts as the result of any transaction within sixty (60) days after the actual date of the transaction in order to receive any adjustment to such Fees or amounts. Further, all settlement amounts and Fees shall be deemed accepted if not disputed in writing by you within sixty (60) days after receipt. Your failure to dispute any Fees or amounts settled within such sixty (60) day period shall constitute a full waiver of any claim related thereto by you.

1.6. You must update or modify its systems for any new requirements or changes to existing requirements introduced by any governing body, including End of Life notices for any type of technology ("Required Changes"). Such governing bodies include, but are not limited to, Payment Card Schemes, PCI Council, your computer operating system developer, security protocols, IEEE, etc. We or FreedomPay will post a notice on its website about any such Required Changes and the date on which FreedomPay will discontinue support for prior requirements ("Required the Change Implementation Date"). You must access FreedomPay's and our website and merchant portal regularly to check for such notices, and update or modify its systems on or before the Required Change Implementation Date. If you fail to comply with the above, its ability to process transactions through FreedomPay's System will be severely

عليه في الاتفاقية، سنحاول نحن أو منصة فريدوم باي معالجة مثل هذه المعاملات في حالة توفر البيانات، ولكن لن نتحمل نحن أو منصة فريدوم أي مسؤولية تجاهكم في حالة لم نتمكن نحن أو هم من معالجة مثل هذه المعاملات.

1-5 تلتزمون بتقديم اعتراضًا كتابيًا على مبلغ أي رسوم أو مبالغ تخضع للتسوية فعليًا على حساباتكم نتيجةً لأي عملية خلال ستين (60) يومًا من التاريخ الفعلي للمعاملة من أجل تلقي أي تعديل على تلك الرسوم أو المبالغ. علاوة على ذلك، تعتبر كافة مبالغ التسوية والرسوم مقبولة في حالة عدم تقديمكم اعتراضًا كتابيًا خلال ستين (60) يومًا بعد الاستلام. يؤدي عدم تقديمكم أي اعتراض على أي رسوم أو مبالغ تخضع للتسوية خلال هذه الفترة التي تبلغ ستين (60) يومًا إقرارًا كاملاً عن أي مطالبة تتعلق بذلك من جانبكم.

6-1 تلتزمون بتحديث أو تعديل أنظمتكم لتناسب أي متطلبات جديدة أو تغييرات في المتطلبات الحالية التي تقدمها أي جهة تنظيمية، بما في ذلك إشعارات نهاية الخدمة لأى نوع من التكنولوجيا ("التغييرات المطلوبة"). تشمل هذه الجهات التنظيمية، على سبيل المثال لا الحصر، أنظمة بطاقات الدفع ومجلس إدارة معلومات الدفع ومطور نظام تشغيل الكمبيوتر الخاص بكم وبروتوكولات الأمان ومعهد مهندسي الكهرباء والإلكترونيات، إلخ. تنشر منصة فريدوم باي أو نحن إشعار على الموقع الإلكتروني بشأن أي تغييرات مطلوبة من هذا القبيل وتاريخ توقف منصة فريدوم باي عن دعم المتطلبات السابقة ("تاريخ تنفيذ التغيير المطلوب"). كما تلتزمون بالدخول إلى موقع منصة فريدوم باي وموقعنا وبوابة التجار بانتظام للتحقق من مثل هذه الإشعارات وتحديث أو تعديل أنظمتكم في موعد أقصاه تاريخ تنفيذ التغيير المطلوب. في حالة عدك امتثالكم لما ورد أعلاه، تتأثر قدرتكم على معالجة المعاملات من خلال نظام منصة فريدوم باي بشكل كبير، حيث لن تتمكنون أنظمتكم من الاتصال بنظام منصة فريدوم باي.



impacted, as your systems will be unable to connect with FreedomPay's System.

- 1.7. FreedomPay maintains a status alerting system program to notify you about any FreedomPay system status issues. It is strongly recommended that you enroll at freedompay.statuspage.io in order to access FreedomPay system status alerts.
- 1.8. You shall (a) ensure that the goods are kept in good and proper working condition, fair wear and tear excepted, alterations or (b) not make any improvements to the goods without the prior written approval the manufacturer, and (c) operate and maintain the goods in accordance with the user manuals and documentation, and any instructions issued by the manufacturer from time to time.
- 1.9. You acknowledges and agrees that if production of any fiscal receipts and/or registration with any fiscal or taxing authorities are required in any country, such obligations are the sole responsibility of you or its point of sale solution provider, and we or FreedomPay shall have no responsibility for any such requirements.
- 1.10. FreedomPay's systems require full SKU level data to be transmitted with each transaction, and accordingly, you must configure its selling systems such as EPOS and eCommerce platforms to pass through full SKU level data with each transaction.
- 1.11. You acknowledge and will comply with PCI rules prohibiting the use of production data (i.e., live PANs) in testing and/or development. Accordingly, to the extent applicable, you shall not use any

7-1 تحتفظ منصة فريدوم باي ببرنامج تنبيه بحالة النظام لإعلامكم بأي مشكلات في حالة نظام منصة فريدوم باي. يوصى بشدة بالتسجيل في موقع freedompay.statuspage.io من أجل الوصول إلى تنبيهات حالة نظام منصة فريدوم باي.

1-8 تلتزمون بما يلي (أ) التأكد من المحافظة على البضائع في حالة جيدة وسليمة وصالحة للعمل، باستثناء التأكل والتلف الناتج عن الاستخدام العادل، (ب) عدم إجراء أي تعديلات أو تحسينات على البضائع دون المصنعة، و (ج) تشغيل وصيانة البضائع وفقًا لدليل المستخدم والوثائق وأية تعليمات تصدرها الشركة المصنعة من حين لآخر.

manufacturer from time to time.

1.9. You acknowledges and agrees that if production of any fiscal receipts and/or registration with any fiscal or taxing authorities are required in any country,

1-10 تتطلب أنظمة منصة فريدوم باي نقل بيانات مستوى وحدة إدارة المخزون الكاملة مع كل معاملة، وبناءً على ذلك، تلتزمون بتكوين أنظمة البيع الخاصة بك مثل منصات نظام نقاط البيع الإلكترونية والتجارة الإلكترونية لنقل بيانات مستوى وحدة إدارة المخزون الكاملة مع كل معاملة.

1-11 تقرون وتوافقون على الامتثال لقواعد صناعة بطاقات الدفع التي تحظر استخدام بيانات الإنتاج (أي بطاقات أرقام الحسابات الشخصية الفعالة) في الاختبار و/أو التطوير. وبناءً على ذلك، إلى الحد الذي ينطبق



production data in testing or development.

1.12. You acknowledge and agree that it shall be solely responsible for obtaining any and all consumer consents needed in connection with the provision of ANY Service offered by us or FreedomPay, including third-party services, as required by applicable law.

1.13. You acknowledge and agree that it shall update its consumer-facing privacy policy for the purpose of notifying consumers of your use of third-party fraud prevention services (i.e., 3D-Secure Services) by which said third-party receives consumer personal information to perform the fraud prevention services, whether such third-party fraud prevention service is provided through FreedomPay or us or by your agreement directly with such third-party provider (the "Fraud Prevention Services"). You further acknowledge and agree that the following provisions shall apply regardless of whether you obtain Fraud Prevention Services through FreedomPay or us or directly through a third-party:

1.13.1. We or FreedomPay are not liable for any Losses that you incur due to fraudulent transaction or any transactions made in error in connection with your use of Fraud Prevention Services or similar, including (but not limited to) any chargebacks, Losses and fees associated with card testing, and/or any fees levied by Payment Networks.

1.13.2. We may (but is not obligated to) assist you with any transaction disputes, but it is not our responsibility to investigate any Card Scheme fees, chargebacks, or related Losses for you.

فيه، لن تستخدمون أي بيانات إنتاج في الاختبار أو التطوير.

1-12 تقرون وتوافقون على تحمل المسؤولية الحصرية عن الحصول على كافة موافقات المستهلكين الملازمة بشأن توفير أي خدمة نقدمها نحن أو منصة فريدوم باي، بما في ذلك الخدمات المقدمة من جهة خارجية، على النحو الذي يقره القانون الساري.

1-13 تقرون وتوافقون على تحديث سياسة الخصوصية الخاصة بك التي تُعرض للمستهلكين بهدف إبلاغهم باستخدامكم لخدمات مكافحة الاحتيال من جهة خارجية (أي، أي خدمات التوثيق الثلاثية) والتي تتيح للجهة الخارجية استلام معلومات شخصية تخص المستهلك لتقديم خدمات مكافحة الاحتيال، سواء كانت هذه الخدمة مقدمة من خلال منصة فريدوم باي أو من جانبنا أو من خلال اتفاقكم مباشرة مع الجهة الخارجية تقرون وتوافقون على أن تسري الأحكام التالية بغض النظر عما إذا كنتم تحصلون على خدمات مكافحة الاحتيال من خلال منصة فريدوم باي أو من خلالنا أو من خلال منصة فريدوم باي أو من خلالنا أو من خلال جهة خارجية:

1-13-1 لن نتحمل نحن أو منصة فريدوم باي مسؤولية أي خسائر تتحملونها نتيجة معاملة احتيالية أو أي معاملات تُنفذ عن طريق الخطأ بشأن استخدامكم لخدمات مكافحة الاحتيال أو ما شابهها، بما في ذلك (على سبيل المثال لا الحصر) أي عمليات استرداد للأموال والخسائر والرسوم المرتبطة باختبار وفحص البطاقات و / أو أي رسوم تفرضها شبكات الدفع.

1-13-2 يجوز لنا (ولكننا غير ملزمين بذلك) مساعدتكم في أي نزاعات بشأن المعاملات، ولكن لا نتحمل مسؤولية التحقيق في أي رسوم تفرضها برامج البطاقات أو استرداد للأموال أو خسائر ذات صلة تتعلق ببطاقة الائتمان نيابة عنكم.

1-11 لا يمكننا نحن أو منصة فريدوم باي تقديم أي ضمان ضد الاحتيال أو أي نشاط غير مصرح به، ولا يمكننا منع أي رسوم تتحملونها بشأن هذا النشاط، وذلك بسبب تنفيذكم واستراتيجيتكم واستخدامكم المتفاوت. كما



WE OR FREEDOMPAY CANNOT 1.14. PROVIDE ANY GUARANTEE AGAINST FRAUD OR OTHER UNAUTHORIZED ACTIVITY, NOR THE PREVENTION OF ANY FEES INCURRED RELATING TO SUCH ACTIVITY, DUE TO YOUR IMPLEMENTATION, STRATEGY AND VARYING USE. YOU ARE SOLELY RESPONSIBLE FOR MONITORING AND ASSESSING THE RISK OF AND ACCEPTING OR REJECTING ITS TRANSACTIONS.

تتحملون المسؤولية الحصرية تجاه مراقبة وتقييم مخاطر معاملاتك وقبولها أو رفضها.

1. DISCLAIMERS

2.1. DISCLAIMERS OF LIABILITY FOR CERTAIN ACTIONS. IF ANY OF THE FOLLOWING ACTIONS ARE TAKEN BY YOU OR ON BEHALF OF YOU, OR YOU REQUEST THAT FREEDOMPAY OR WE TAKE ANY OF THE FOLLOWING ACTIONS ON BEHALF OF YOU, CERTAIN NEGATIVE CONSEQUENCES WILL FOLLOW AND FREEDOMPAY'S AND OUR LIABILITY WILL BE FURTHER LIMITED, ALL AS DESCRIBED BELOW:

2.1.1. OFFLINE MODE DISABLEMENT DISCLAIMER. IF OFFLINE MODE IS DISABLED, INTERNAL NETWORKING ISSUES IN YOUR SYSTEMS WILL MAKE SUCH SYSTEMS UNABLE TO ACCEPT CREDIT CARD TRANSACTIONS. NOT BE ABLE TO ACCEPT CREDIT CARD TRANSACTIONS AT ALL (I.E., IN OFF-LINE MODE). FREEDOMPAY OR WE ARE NOT RESPONSIBLE FOR FREEDOMPAY'S SYSTEMS DOWNTIME RESULTING FROM OFFLINE MODE BEING DISABLED, OR FOR ISSUES THAT ARE CAUSED BY YOUR INTERNAL NETWORK OR SYSTEMS, CAUSING SUCH SYSTEMS TO GO OFFLINE, AND FREEDOMPAY'S SERVICE LEVELS WILL BE DEEMED NOT IMPACTED IN ANY WAY BY SUCH DOWNTIME. FOR CLARITY, IF OFFLINE MODE IS DISABLED, YOU WILL NOT BE ELIGIBLE FOR ANY REFUNDS OF FEES, AND OUR AND

2 إخلاء المسؤولية

2-1 إخلاء المسؤولية عن أفعال معينة

في حالة اتخاذ أي من الإجراءات التالية من جانبكم أو نيابة عنكم، أو إذا طلبتم من منصة فريدوم باي أو نحن اتخاذ أي من الإجراءات التالية نيابة عنكم، فتتبع عواقب سلبية معينة وتقيد مسؤولية منصة فريدوم باي ومسؤوليتنا بشكل أكبر، على النحو الموضح أدناه:

2-1-1 إخلاء المسؤولية عن تعطيل الوضع غير المتصل

في حالة تعطيل الوضع غير المتصل، فلن تتمكنون مشكلات الشبكة الداخلية في أنظمتكم من جعل هذه الأنظمة غير قادرة على قبول معاملات بطاقات الائتمان. علاوة على ذلك، في حالة أن بوابة منصة | FURTHER, IF FREEDOMPAY'S GATEWAY IS OFF فريدوم باي غير متصلة أو غير متاحة بأي طريقة | LINE OR OTHERWISE UNAVAILABLE, YOU WILL أخرى، فلن تتمكنون من قبول معاملات بطاقات الائتمان على الإطلاق (أي في الوضع غير المتصل). لا تتحمل منصة فريدوم باي أو نحن مسؤولية عن توقف أوقات التشغيل لأنظمة منصة فريدوم باي الناتجة عن تعطيل الوضع غير المتصل، أو عن المشكلات التي تسببها شبكتكم الداخلية أو أنظمتكم، مما يؤدي إلى توقف تشغيل هذه الأنظمة، وإن تتأثر مستويات خدمة منصة فريدوم باي بأي شكل من الأشكال بسبب هذا التوقف. للتوضيح، وفي حالة تعطيل الوضع غير المتصل، فان تؤهل لاسترداد أي رسوم، وتبطل ضماناتنا وضمانات منصة فريدوم باي.

2-1-2 إخلاء المسؤولية عن تعطيل رمز التحقق



FREEDOMPAY'S WARRANTIES SHALL STAND VOIDED. 2.1.2. CVV DISABLEMENT DISCLAIMER IF PROMPTING FOR THE CVV IS DISABLED (FOR MANUAL TRANSACTIONS ONLY), YOU ACKNOWLEDGES AND AGREES THAT ANY INTERCHANGE DOWNGRADES RESULTING FROM SUCH CVV DISABLEMENT, AND ANY LIABILITY FOR INCREASED INTERCHANGE CHARGES RESULTING FROM SUCH CVV DISABLEMENT ARE THE SOLE OBLIGATION OF YOU, AND FREEDOMPAY OR WE SHALL HAVE NO LIABILITY TO YOU FOR SUCH CHARGES. 2.1.3. CVM DISABLEMENT DISCLAIMER. YOU HEREBY ACKNOWLEDGES THAT IT HAS BEEN INFORMED AND FULLY UNDERSTANDS THAT ANY DISABLEMENT OF THE PREFERRED CVM REQUIREMENTS FOR CHIP CARDS; OR OTHER SUPPRESSING OF PREFERRED CVM REQUIREMENTS, IS AT YOUR SOLE RISK AND FREEDOMPAY OR WE SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY FOR FRAUD CLAIM WILL RESULT IN A LOST CHARGEBACK TO YOU DESPITE THE IMPLEMENTATION OF EMV BY FREEDOMPAY IN YOUR SYSTEM, AND THAT AS SUCH, YOU ASSUME ALL RISK THAT DISABLING PREFERED CVM REQUIREMENTS, IS AT YOUR SOLE RISK AND FREEDOMPAY OR WE SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY FOR FRAUD CLAIM WILL RESULT IN A LOST CHARGEBACK TO YOU DESPITE THE IMPLEMENTATION OF EMV BY FREEDOMPAY IN YOUR SYSTEM, AND THAT AS SUCH, YOU ASSUME ALL RISK THAT DISABLING PREFERED CVM REQUIREMENTS ENTAILS, INCLUDING LIABILITY FOR THE CHARGEBACKS. Any ambiguity, conflict or discrepancy between the terms and conditions of this attachment shall prevail and supersede. 4. Definitions	 	I as a second of the second of	-
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