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**Business
Payment Solutions
Terms and Conditions**

A. KEY TERMS

1. WHAT SERVICE ARE WE PROVIDING TO YOU?

- 1.1. We are providing Payment Service and Value-Added Service to You.
- 1.2. The Payment Service we provide is intended for use by corporate firms (even though the use of the Card is through individual Cardholders representing You. In order to subscribe, use the Payment Service, and obtain a Card, You must be a juristic person duly registered in the United Arab Emirates. We may require evidence of your corporate presence, Your registered office and place of business and Your ultimate beneficial owners. We may ask You to provide some documentary evidence to prove this and/or We may carry out background and credits checks on You or persons connected to You. We reserve the right to refuse Your application to subscribe or to activate the Card/s if the results of the checks carried out pursuant to this Agreement or otherwise give Us reason to suspect You or the potential Cardholder of being involved in or intending to use the Payment Service for money laundering, terrorist financing, fraud, or other illegal activity. If We refuse the subscription or activation and use of the Card, We will inform the potential customer of the refusal but may not provide the reason for the refusal.
- 1.3. When we provide Value-Added Service, We provide access to some or all of the Value-Added Service features. The Value-Added Service includes the following features (but not limited to):
 - a. Placing of request to onboard the Cardholders
 - b. Request to delegate the Account to Users
 - c. Overview of purchase activity
 - d. Expense management tools
- 1.4. We shall provide any part or all of the Value-Added Service to You and strives to attain extremely high levels of the Value-Added Service features. We may decide to change our Value-Added Service or add new features in the future. By agreeing to this Agreement, You acknowledge and agree that the form and nature of the Value-Added Service may change without prior notice to You.
- 1.5. You undertake to ensure the accuracy and correctness of the data deriving from You or the Users when using the Value-Added Service. We are not liable for any loss incurred by You while using the Value-Added Service if the data derived from You or the User is not accurate or correct.

2. WHAT WE CHARGE FOR OUR SERVICES

- 2.1. The fees and charges associated with the Service and the Card are set out in Appendix 1. These fees and charges may at Our sole discretion be waived for certain periods or otherwise.
- 2.2. We reserve the right to adjust and/or increase the fees and charges set out in Appendix 1 or Online Platform and/or an Application Form during the term of the Agreement by giving thirty (30) day prior written notice.
- 2.3. We reserve the right to suspend the Service and recover any outstanding debt or due payment directly from You or via a third party collection service.

3. CAN WE CHANGE THE TERMS OF THE AGREEMENT?

- 3.1. We may make changes to the Agreement at any time.
- 3.2. Any changes made to the Agreement which are favourable to You, will be published on Our Website. Copies of the most up-to-date version of the Agreement will be always made available on Our Website and will be sent to You by email upon request free of charge at any time during the Agreement.
- 3.3. If any changes to the Agreement are made to the detriment of You, We will provide at least one month notice before the changes take effect (unless the law requires or permits Us to make a more immediate change or in the event of a change to the exchange rate). We will also notify You of any changes to the Agreement to the detriment of You by email or via the Online Platform at least one month in advance.
- 3.4. You will be deemed to have accepted the changes if You do not notify Us otherwise prior to the date the change takes effect and continues to use the Service. If You do not accept the changes, You may end this Agreement immediately except in a case where you have any Initial and Renewal Term agreed in a separate Application Form.

4. THE START AND END OF THE AGREEMENT

- 4.1. The Agreement commences on the Commencement Date and will continue until terminated by either You or Us in accordance with this clause 4.
- 4.2. We may terminate this Agreement:
 - a. if You, a User or a Cardholder breach a material part of this Agreement, or repeatedly breach the Agreement and fail to resolve the matter within 10 days, or use the Service including the Card or any of its facilities in a manner that We reasonably believe is fraudulent or unlawful;
 - b. if You, a User or a Cardholder act in a manner that is threatening or abusive to Our staff, or any of Our representatives;
 - c. if You fail to pay fees or charges or fails to put right any shortfalls on the balance of the Card;
 - d. If You have not used the Service including not loading the Card for a period of more than 12 months. In that case, We reserve the right to cancel the Card and charge an inactivity fee; or
 - e. If You do not use the Service in the manner in which it was intended; or
 - f. Immediately if continuing the Service to You would cause damage to Our reputation or it will force Us to breach the applicable law or it causes (or has potential to cause) security issues to Our payment system.
- 4.3. We may also terminate the Agreement for no or any reason, including the reasons above, by giving You one months' notice.
- 4.4. Subject to clause 4.5, You may terminate the Agreement at any time unless otherwise stipulated in a separate Application Form, by contacting Us by phone or email using the contact details in clause 5 or via the Online Platform (if available) or contacting their Relationship

Manager. You may further with immediate effect terminate the Agreement in case of Our material breach of the Agreement which has not been remediated within 30 days.

- 4.5. If You have agreed to an Initial or Renewal Term Period in a separate Application Form, You may terminate the Service in accordance with the notice period agreed in the Application Form.
- 4.6. If the Agreement terminates, We will cancel all Cards and You must inform Us as soon as practicable what You wants Us to do with any unused Available Funds in accordance with clause 5.

5. HOW YOU CAN CONTACT US AND MAKE COMPLAINTS

- 5.1. Our Customer Services can be contacted 24 hours a day, 7 days a week. However, outside normal business opening hours contact may be restricted to automated answering systems. We will endeavour to resolve all enquiries immediately, however, please note that certain types of enquiries can only be resolved during normal business opening hours. You can contact Customer Services by the following methods:
 - **Telephone:** +97104 597 4040
 - **Email:** commercial@network.global
- 5.2. If We needs to contact You or the Cardholder or send a notification under this Agreement, We will do so by either sending a notification in the Online Platform or call You or the Cardholder or by sending an email to the email address provided when You subscribed or the Cardholder obtained the Card, unless stated otherwise in the Agreement.
- 5.3. Our business opening hours are Monday to Friday, 8 am to 4 pm (GST). Correspondence received after the close of business on a particular day or a non-Business Day will be treated as having arrived on the following Business Day.
- 5.4. If You is not satisfied with any element of the service received, any complaints should be made to Customer Services using the contact details in clause 5.1 above. Calls may be monitored or recorded for documentation and training purposes.
- 5.5. If You are not happy with how the complaint has been managed by Customer Services and You wishes to escalate the complaint, You should contact [address and email] in the first instance for further assistance.

B. ADDITIONAL TERMS

6. YOUR ACCOUNT AND PASSWORD

- 6.1. When You creates an Account with Us, You must provide information that is accurate, complete and current at all times. You shall assign an authorized person to manage the Account.
- 6.2. Upon Your request, We may decide to allow multiple companies within Your group to create and access the sub-Account(s). In such a case, You shall be responsible and liable for the act and omissions of such group companies. We shall only be responsible and liable to You.
- 6.3. You and the Users are responsible for safeguarding the Account and password they use to access the Service.

- 6.4. You have duly appointed the Users to manage the Online Platform and Value-Added Service. You have authorized the User to delegate certain accesses (such as maker and checker) to certain authorized individuals. You remain fully responsible and liable for all activities and actions under the Account(s) by You and/or the Users.
- 6.5. Accounts and access credentials must not be shared. You and Users agree not to disclose passwords or passcodes to any third party. Any instruction to us from the Account will be treated as an instruction from You.
- 6.6. You and the Cardholders must notify Us immediately upon becoming aware of any breach of security or unauthorized use of the Account. Any breach of the above requirements constitutes a breach of the Agreement and may result in immediate termination of the Account and the Service.

7. YOUR CARD AND AVAILABLE FUNDS

- 7.1. This Agreement between You and Us governs the possession and use of the Card. By allowing a Cardholder to use or activate the Card, You accept the Agreement.
- 7.2. The Card may be issued in physical or virtual form. The Card is a commercial payment card which may be used to pay for certain type of goods and services at participating retailers. The virtual Card is designed for use in online shops or for telephone purchases where the Card is not required to be physically present. A virtual Card can be used immediately after it is generated and does not need to be activated. The physical Card may be used in shops and retail locations where the Cardholder is physically present or for online and other distance purchases. When the Cardholder receives a physical Card, it will be issued in an inactive state. The Cardholder will need to activate it by following Our activation process for the Card prior to use.
- 7.3. The physical Card may be permitted to make cash withdrawals from ATMs and banks that agree to provide this service. Like any payment card, We cannot guarantee that a particular retailer will accept the Card. Cardholders should check with the retailer before attempting the transaction if unsure. At our sole discretion, the Cardholder will not be able to use the Card to make any purchases from some retailers; such retailers may have been blocked by Our systems in order to prevent the potential use of Cards for unauthorised or unlawful activity or for other reasons.
- 7.4. The Card shall be loaded by You prior to use of the Payment Service. It is a commercial pre-paid Card and is not directly linked to Your bank account or Linked Account. You must ensure that You have sufficient Available Funds in order for the Cardholder to pay for each purchase, payment or cash withdrawal using the Card. The Card is intended for use as a means of payment, and funds loaded onto the Card do not constitute a deposit. You will not earn interest on the balance of the Card. The Card will expire on the Expiry Date and will cease to work. Please refer to clause 12 of this Agreement for further information.
- 7.5. The Card may only be loaded by You from the Linked Account unless otherwise approved by Us. Loading by Cardholders or by another source is not permitted. The applicable Fees are provided in Appendix 1 below. For the purposes of preventing fraud, money laundering, terrorist financing or any other financial crime We reserve the right to vary the limits and to decline any reload at any time. The Card may only be loaded via channels that We approve. Spending limits may apply to the Card and it may be varied by Us from time to time. The Card cannot have a negative balance.
- 7.6. We may restrict or cancel the Cards without prior notice if We deem that there has been a significant increase in the risk to Us. In such cases, We will advise You without unnecessary delay after such a decision has been made.
- 7.7. You acknowledge and agree to pay all outstanding amounts incurred by Us due to the balance going into negative for any reason whatsoever. You further agree to pay all relevant penalties as well as costs, including interest and legal or collection fees as permitted by the law, that We may incur while collecting amounts owed by You under this Agreement. For the purposes of

collections of amounts owed, We may further authorise third parties to pursue collections of amounts owed under this Agreement.

8. ADDITIONAL IDENTIFICATION REQUIRED FOR CARDHOLDERS

- 8.1. The Card is a regulated payment instrument, and We are therefore required by law to hold certain information about You and the Cardholder. You agree that the Cardholder can only be Your Employees (or individuals authorized by You) and You will provide all relevant information and/or documentation relating to a Cardholder to Us. You further agree that We will, at our sole discretion, have the right to not issue a Card to a Cardholder for any reason whatsoever.
- 8.2. Where permitted, You may request additional Cardholders. You must also provide to Us on request any proof of any Cardholder's authority to act on Your behalf.
- 8.3. You authorize Us to issue Cards and PINs to the additional Cardholders and You authorise each additional Cardholder to issue payment instructions on Your behalf. The Agreement also applies to any Cards and Cardholders that You have authorised. You must communicate the terms of this Agreement to any additional Cardholders before they start using the Card. You remain responsible for any use or misuse of the Card by the Cardholder including any fees, charges, penalties or chargebacks. If You fail to comply with any provisions of the Agreement as a result of any act or omission by a Cardholder, You will be liable for any losses We may sustain as a result.

9. HOW YOU CAN USE YOUR CARD

- 9.1. A Card may only be used by the Cardholder. The Card is otherwise non-transferable, and You and the Cardholder are not permitted to allow any other person to use the Card, for example, by disclosing the PIN or allowing others to use the Card details to purchase goods via the internet. If a physical Card, prior to use, the Card should be signed on the signature strip located on the back of the Card by the Cardholder.
- 9.2. We will be entitled to assume that a transaction has been authorised by You, or a Cardholder acting on Your behalf, and You has therefore given consent to a transaction where either:
 - a. In the case of a physical Card:
 - i. the magnetic strip on the Card was swiped by the retailer or the Card was inserted into a chip & PIN device;
 - ii. the Card PIN was entered, or a sales slip was signed; or
 - iii. the Card is tapped against a Contactless enabled reader and accepted by such reader.
 - b. In the case of either a physical or virtual Card:
 - i. relevant information was supplied to the retailer that allows them to process the transaction, for example, providing the retailer with the 3-digit security code on the back of the Card in the case of an internet or other non-face-to-face transaction.
- 9.3. We receive notification of the authorisation by way of an electronic message in line with the rules and procedures of the payment scheme. Once a transaction has been authorised, the transaction cannot be stopped or revoked. However, You may in certain circumstances be entitled to a refund in accordance with payment scheme rules.

- 9.4. On receipt of notification of the authorisation of a transaction and the transaction payment order, We will deduct the value of the transaction, plus any applicable fees and charges, from the Available Funds. If any payment is attempted that exceeds the Available Funds, the transaction will be declined.
- 9.5. If the Card is used for a transaction in a currency other than the currency that the Card is denominated in, the transaction will be converted to the currency that the Card is denominated at a rate set by the payment scheme and a foreign exchange markup Fee may be applied by Us for such exchange rate. The exchange rate varies throughout the day therefore We are not responsible for and cannot guarantee You will receive a favourable exchange rate. Changes in the exchange rates may be applied immediately and without notice. You can ask Us for information about the exchange rate used and the foreign exchange markup Fee after the transaction has been completed by contacting Customer Services in accordance with clause 5.
- 9.6. We will apply reasonable technical and organizational measures to be able to support transactions 24 hours per day, throughout the year. However, We cannot guarantee this will be the case all the time. For example, where there is a serious technical problem at Our end or at the payment scheme's end.

10. RESTRICTIONS WE PLACE ON USE OF YOUR CARD

- 10.1. You must ensure there are sufficient Available Funds to pay for each purchase, payment or cash withdrawal using the Card.
- 10.2. The Card may not be used for gambling or illegal purposes. Furthermore, certain types of transactions may be blocked.
- 10.3. Any pre-authorisation amount (such as a hotel booking or car hire) will place a "hold" on the Available Funds until the retailer sends Us the final payment amount of the purchase. Once the final payment amount is received, the pre-authorisation amount on hold will be removed. It may take up to 30 days for the hold to be removed. During the hold period, You and the Cardholders will not have access to the pre-authorised amount.

11. HOW TO MANAGE YOUR CARDS

- 11.1. We will publish transactions and activity statements in the Online Platform. Each transaction will specify; a reference enabling You to identify each transaction; the amount of each transaction and the transaction debit value date.
- 11.2. You and the Cardholder will need access to the internet to manage the Card. You and the Cardholder may check the balance on the Card or view a statement of recent transactions, which will be updated in real-time, by visiting the Online Platform and following the login request for the Account.

12. WHAT HAPPENS ON EXPIRY OF THE CARD

- 12.1. The Card will expire on the Expiry Date. On that date, subject to clause 12.2 below, the Card will cease to function, and the Cardholder will not be entitled to use the Card.
- 12.2. We may issue a new Card shortly before the Expiry Date, however, We are not obligated to do so, and may elect not to issue a replacement Card at Our sole discretion. If We do issue a new Card, a new Expiry Date will apply, and the new Card will expire on that Expiry Date.

- 12.3. If You does not wish to receive a replacement Card, You may inform Customer Services in accordance with clause 5 prior to the expiry of the Card.

13. HOW TO LINK YOUR CARD WITH MOBILE WALLET

- 13.1. Where available, You may allow a Cardholder to link the Card with their Mobile Wallet by adding the Card to the Mobile Wallet app on their mobile device. We may in some circumstances require an extra authentication step to confirm the Cardholder's identity. You acknowledge and agree that not all Mobile Wallets may be supported by Us.
- 13.2. In addition to the Cardholder's obligations regarding securing the Card details and reporting unrecognized transactions as stated in clause 15, We will not accept any liability for transactions if the Cardholder has shared the login details for their account or Mobile Wallet or authorized another individual to make transactions via the Cardholder's Mobile Wallet. If the Cardholder suspects their Mobile Wallet, device or log-in details have been compromised, the Cardholder must advise Customer Services immediately.
- 13.3. You or the Cardholder may remove the Card from the Mobile Wallet at any time. Transactions done from the Wallets are considered as unsecure by the payment schemes. You will continue to remain liable for any losses, costs, charges, penalties or chargebacks We may incur due to usage of Mobile Wallet by the Cardholder. We will not accept liability for any issues arising from the use of a Mobile Wallet or device which are outside of Our control.

14. WHAT STEPS YOU HAVE TO TAKE TO KEEP YOUR CARD SECURE

- 14.1. We will assume that all transactions entered into by You or a Cardholder with the Card or Card details are made by You or a Cardholder unless We are notified otherwise in accordance with clause 17.1.
- 14.2. You are responsible for keeping and ensuring that each Cardholder keeps the Card and its details safe, and You is responsible for all Card transactions, fees under the Agreement, and losses and liabilities arising from the use or misuse of the Card. This means You must take and ensure that each Cardholder takes all reasonable steps to avoid the loss, theft or misuse of the Card or details. Do not disclose, and ensure that no Cardholder discloses, the Card details to anyone except where necessary to complete a transaction.
- 14.3. You must keep and ensure that each Cardholder keeps their PIN safe at all times. This includes:
- a. memorising the PIN as soon as the Cardholder receives it;
 - b. never writing the PIN on the Card or on anything usually kept with the Card;
 - c. keeping the PIN secret at all times, including by not using the PIN if anyone else is watching; and
 - d. not disclosing the PIN to any person.
- 14.4. NEVER COMMUNICATE THE PIN OR OTP TO ANYONE ELSE (OTHER THAN A CARDHOLDER) IN WRITING OR OTHERWISE. This includes printed messages, email and online forms.

15. HOW TO DEAL WITH LOST, STOLEN OR DAMAGED CARDS

- 15.1. If You or any Cardholder loses the Card or it is stolen or damaged or You suspect it has been used without Your or Cardholder's authority, You must notify Us without undue delay as soon as becoming aware of this. You can do this by blocking the Card through either the Online Platform or by calling Customer Services in accordance with clause 5 of this Agreement. You will be asked to provide the Card number and other information to verify that You are the customer or that the notifier is an authorised Cardholder. Following satisfactory completion of the verification process, We will then immediately block any lost or stolen Card to prevent unauthorised use and cancel any damaged Card to prevent further use.
- 15.2. After You have notified Us of the loss, theft or risk of misuse, and providing that We are able to identify the Card and satisfy certain security checks, We will issue a replacement Card and/or PIN to the Cardholder. Certain fees may apply for the re-issue of a lost or stolen card, please see clause 2 for further details.

16. PURCHASES FROM RETAILERS

- 16.1. We are not responsible for the safety, legality, quality or any other aspect of the goods and services purchased with the Card.
- 16.2. Where a retailer provides a refund for any reason (for example, if a Cardholder returns the goods as faulty), it can take several days for the notification of the refund and the money itself to reach Us. As such, please allow at least 5-10 days from the date the refund was carried out for the refund to be applied to the Card.

17. HOW TO DISPUTE A TRANSACTION

- 17.1. If You believe You or the Cardholder did not authorise a particular transaction or that a transaction was incorrectly carried out, in order to get a refund You or the Cardholder must contact Customer Services without undue delay - as soon as You or the Cardholder notice that the amount of the transaction has been deducted from the Available Funds. We will as soon as practicable, conduct an investigation as quickly as possible and notify You of the outcome. If the investigation shows that the transaction was indeed unauthorised, We will refund You as set out above in this clause 17.1.
- 17.2. If a transaction initiated by a retailer (for example, this happens when the Cardholder uses the Card in a shop) has been incorrectly executed and You receives proof from the retailer's payment service provider that We are liable for the incorrectly executed transaction, We will refund as appropriate and immediately the transaction and any associated transaction fees and charges payable under this Agreement.
- 17.3. We are not liable for any incorrectly executed transactions if We can show that the payment was actually received by the retailer's payment service provider, in which case they will be liable.
- 17.4. If a transaction initiated by You or the Cardholder has been incorrectly executed, We will refund without undue delay the transaction and any associated transaction fees and charges payable under this Agreement except where any payment instructions You or the Cardholder gave Us were incorrect, in which case We will make reasonable efforts to recover the funds but may charge You a reasonable fee to cover Our administration costs, of which We will notify You in advance.
- 17.5. We execute transactions in accordance with the transaction detail received. Where the detail provided to Us is incorrect, We will not be liable for incorrectly executing the transaction, but We will make reasonable efforts to recover the funds involved. In such a case We may charge You a reasonable fee to cover the administration costs, of which We will notify You in advance.

- 17.6. If You or the Cardholder receives a late payment from another payment service provider (e.g., a refund from a retailer's bank) via Us, We will credit Your account with the relevant amount of any associated fees and charges so that You will not be at a loss.
- 17.7. You will be liable for any losses incurred in respect of unauthorised transactions arising from the use of a lost or stolen Card, or the misappropriation of the Card's details, except where:
- a. the loss, theft or misappropriation of the Card was detected by You before the unauthorised transaction took place and reported to Us (unless You or the Cardholder acted fraudulently, in which case You is liable for all losses incurred in respect of the unauthorised transaction), or
 - b. the loss was caused by gross negligence or willful misconduct of one of Our employees or agents, in which case You is not liable for any losses.
- 17.8. Depending on the circumstances, Customer Services may require You to complete a dispute declaration form. We may conduct an investigation either before or after any refund has been made. We will let You know as soon as possible the outcome of any such investigation. If Our investigations show that any disputed transaction was authorised by You or the Cardholder, or You or the Cardholder may have acted fraudulently or with gross negligence, We may reverse any refund made and You will be liable for all losses We suffer in connection with the transaction including but not limited to the cost of any investigation carried out by Us in relation to the transaction. We will give You reasonable notice of any reverse refund.
- 17.9. In certain circumstances, a transaction will be initiated but not fully completed. Where this happens, this may result in the value of the transaction being deducted from the Available Funds and therefore unavailable for use. In these cases, You will need to contact Customer Service in accordance with clause 5 and present relevant evidence to show that the transaction has been cancelled or reversed.
- 17.10. In certain circumstances, We may without notice refuse to complete a transaction that You or the Cardholder has authorised. These circumstances include:
- a. if We have reasonable concerns about the security of the Card or We suspect the Card is being used in a fraudulent or unauthorised manner;
 - b. if there are not sufficient Available Funds to cover the transaction and all associated fees at the time that We receive notification of the transaction;
 - c. if there is an outstanding shortfall on the Available Funds;
 - d. if We have reasonable grounds to believe You or the Cardholder are acting in breach of this Agreement;
 - e. if there are errors, failures (mechanical or otherwise) or refusals by retailers, payment processors or payment schemes processing transactions; or
 - f. if We are required to do so by law.
- 17.11. Unless it would be unlawful for Us to do so, where We refuse to complete a transaction for You or the Cardholder in accordance with clause 17.10 above, We will notify You as soon as reasonably practicable of the refusal and the reasons for the refusal, together, where relevant, with the procedure for correcting any factual errors that led to the refusal.

- 17.12. We may suspend the Card, in which case the Cardholder will not be able to use it for any transactions, if We have reasonable concerns about the security of the Card or suspects the Card is being used in a fraudulent or unauthorised manner. We will notify You of any such suspension in advance, or immediately after if this is not possible, and of the reasons for the suspension unless to do so would compromise reasonable security measures or otherwise be unlawful. We will lift the suspension and, where appropriate, issue a new Card as soon as practicable once the reasons for the suspension cease to exist. You may also contact Customer Services in accordance with clause 5 to arrange for a suspension to be lifted if appropriate.
- 17.13. You may claim a refund for a transaction that You authorised provided that:
- a. the authorisation did not specify the exact amount when You or the Cardholder consented to the transaction; and
 - b. the amount of the transaction exceeded the amount that You or the Cardholder could reasonably have expected it to be taking into account the previous spending pattern on the Card, the Agreement and the relevant circumstances.
 - c. Such a refund must be requested from Customer Services within 8 weeks of the amount being deducted from the Card. We may require You to provide evidence to substantiate the claim. Any refund shall be equal to the amount of the transaction. Any such refund will not be subject to any fee.

18. FRAUD REPORTING

- 18.1. Further information regarding how to report and prevent fraud is available on Our Website.

19. HOW TO REDEEM YOUR AVAILABLE FUNDS

- 19.1. You may terminate this Agreement in accordance with clause 4 and redeem all of the Available Funds by contacting Our Customer Services in accordance with clause 5. Upon expiry of the Agreement, You may redeem all of the Available Funds on the Card free of charge.
- 19.2. Before termination and during the Agreement period You may redeem some or all of the Available Funds on the Card by contacting Customer Services in accordance with clause 5. We will deduct any applicable fee, chargebacks, taxes and/penalties from the Available Funds on the Card.
- 19.3. We will not complete Your redemption request if We believe that You have provided false information, We are concerned about the security of a transaction, if the Card or the Cardholder or You are not in good standing, if there are insufficient Available Funds to cover Our fees and charges or if there are outstanding pending transactions or pre-authorised amounts awaiting settlement on Your Card.
- 19.4. If You requests redemption of the entire remaining balance in accordance with clause 19.2, We will assume that it is Your intention to terminate this Agreement and may choose to cancel the Service and the Cards.
- 19.5. If for any reason, You has some Available Funds left in the Card following the termination of the Agreement for any reason, You may redeem them in full up to 12 months following the termination. After 12 months following the termination, We reserve the right to charge a monthly inactivity fee by deducting the Available Funds in the Card until the Card is empty, and thereby cancel the Card.

20. INTELLECTUAL PROPERTY RIGHTS UNDER THIS AGREEMENT

- 20.1. We shall own and retain all rights, titles, and interests in and to the Service and the Card (except for any third party licensed content and software components included therein). You, the Users and the Cardholders agree not to reverse engineer, decompile, distribute, license, sell, transfer, disassemble, copy, alter, modify, or create derivative works of the Service or otherwise use the Service in any way that violates the use restrictions contained in these Terms.
- 20.2. We do not grant You nor the Users any license, express or implied, to Our or Our licensors intellectual property. You, the Users and the Cardholder further acknowledge and agree that any information regarding the design, "look and feel", specifications, components, functionality or operation and payment terms and pricing (if applicable) of the Service is considered Our confidential and proprietary information.
- 20.3. Our trademarks (including that of our licensors) such as graphics, logos, designs, page headers, button icons and scripts may not be used, in whole or in part, without Our prior written permission.

21. REPRESENTATIONS AND WARRANTIES

- 21.1. You represent, warrant and undertake to Us that:
- a. You are a body corporate or other entity, which is duly incorporated or registered in the UAE acting within the scope of Your ordinary course of business;
 - b. You are a duly authorised to enter into the Agreement and to perform Your obligations hereunder, and the person(s) entering into the Agreement on Your behalf are duly authorised to represent and bind You;
 - c. The terms of the Agreement constitute and create legal, valid and binding obligations on You which are enforceable in accordance with their terms and do not constitute a breach of any obligations by which You are bound whether arising by contract, operation of law or otherwise;
 - d. You are not in a state of bankruptcy or insolvency, has not petitioned a compromise or arrangement with creditors or submitted a company recovery application, and is not in any similar situation under the applicable laws;
 - e. You hold the necessary licences, registrations and other forms of authorisation as may be required under the applicable laws for the carrying out of Your trade, business or professional activities in the UAE;
 - f. You will use of the Card and any Service provided under the Agreement exclusively for the purpose of Your regular trade, business or professional activities, as the case may be;
 - g. You are in compliance with all applicable anti-money laundering and sanctions laws and is not aware of any breach by You or any authorised persons of any such laws; and
 - h. If You becomes aware that any of your authorised person or Cardholder is (or will be) in breach of the terms of the Agreement, You will take steps to remedy the breach

and/or prevent the authorized person concerned from using the Card or any Payment Service.

22. WHAT ARE THE LIMITS ON OUR LIABILITY

- 22.1. Neither We, nor Our directors, employees, partners, agents, suppliers, or affiliates, shall be liable for:
- a. Your access to or use of or inability to access or use the Service unless it is due to Our default;
 - b. any conduct or content of any third party on the Service;
 - c. any content obtained from the Service;
 - d. fraud, breach of spend policies or other unauthorized use of the Service by any person internally from Your organisation;
 - e. unauthorized access, use or alteration of Your transmissions or content;
 - f. any fault or failure relating to the use of Service that is a result of abnormal and unforeseeable circumstances beyond Our control which would have been unavoidable despite Our efforts to the contrary, including but not limited to, a fault in or failure of data processing systems;
 - g. the goods or services that a Cardholder purchases with the Card;
 - h. any loss of profits, loss of business, or any indirect, consequential, special or punitive losses, unless they result from Our fraudulent, willful or gross negligent behavior;
 - i. a merchant refusing to honour a transaction or refusing a payment; or
 - j. any acts or omissions that are a consequence of Our compliance with any applicable law or international rules.
- 22.2. In addition to the limitations set out in clause 22.1, Our liability shall be limited as follows:
- a. where the Card or any other Payment Service is faulty due to Our fault, Our liability shall be limited to the replacement of the Card or repayment to You of the Available Funds on the Card; or
 - b. where sums are incorrectly deducted from the Card due to Our fault, Our liability shall be limited to payment to You of an equivalent amount.
- 22.3. In all other circumstances of Our default or breach, Our liability will be limited to repayment of the amount of any Available Funds on the Card.
- 22.4. Nothing in this Agreement shall exclude or limit any regulatory responsibilities We have which We are not permitted to exclude or limit, or Our liability for death or personal injury.
- 22.5. If You, the User or the Cardholder has used the Card or any other Payment Service or

allowed the Card or any other Payment Service to be used fraudulently, in a manner that does not comply with this Agreement, for illegal purposes, or if You, the User or the Cardholder have allowed the Card or details or any other Payment Service to be compromised due to You, the User or the Cardholder's gross negligence, You will be held responsible for the use and misuse of the Card and any other Payment Service. We will take all reasonable and necessary steps to recover any loss from You, and there shall be no maximum limit to Your liability except where relevant laws or regulations impose such a limit.

23. PERSONAL DATA AND DATA PROCESSING

- 23.1. For the purposes of the Agreement and the performance of the Services, We are required to process Personal Data or have access to it on behalf of You. In this regard, We act as "Data Processor" and You acts as "Data Controller" within the meaning of the applicable data protection law. You are solely liable for the lawful collection, transmission, obtaining consents and use of all Your Personal Data you share with Us.
- 23.2. We or any third party authorized by us (including payment schemes) may use, access, store, reproduce, publish, distribute, modify, aggregate with other information, analyze, transmit, license and otherwise process information, data including transaction data and/or Personal Data and, may disclose such data including transaction data and/or Personal Data provided by you which we process in connection with provision of Services or other purposes set forth under this Agreement to our affiliates and/or third parties, whether inside or outside the UAE, for the following purposes:
- (i) to provide products, Services and additional services under this Agreement;
 - (ii) to comply with the payment scheme rules;
 - (iii) where required for the purposes of detection of fraud, anti-money laundering or counter terrorism financing;
 - (iii) where we may assign or subcontract or transfer our rights and obligations under this Agreement;
 - (iv) to monitor and analyze our operations;
 - (v) to investors or potential investors, stock exchanges or otherwise in the event of sale, merger, amalgamation or transfer of our business or for the purposes of obtaining finance for Network's business;
 - (vi) to any third party involved in referring your business to us;
 - (vii) to evaluate, develop and/or deliver new products and/or services;
 - (viii) to include you as a customer of us in corporate, marketing and similar publications made available to third parties;
 - (ix) to comply with the Applicable Laws and the payment scheme rules;

(x) to obtain advice from professional advisors where needed in relation to this Agreement;

(xi) to conduct identity checks on you or your principals and where we are required or permitted to do so by the Applicable Las or the payment scheme rules;

(xii) where necessary we may assign, subcontract or transfer rights and obligations under the Agreement;

(xiii) to your referral partners in response to the requests from them, relating to your relationship with the referral partner, and which has a connection with the Services under this Agreement;

(xiv) for the purposes set forth in clause 23.4 below; and

(xv) to enable any third party to provide products and services to you.

23.3. You hereby authorize us to share your information and contact data with our partners for participation in partners' schemes and programs from time to time, and with the Schemes.

23.4. We reserve the right from time to time, to access such customer data and information to detect fraudulent transactions where our Services have been used. We shall own all right, title and interest (including any Intellectual Property rights) in any data generated under this Agreement whether obtained or generated prior to, during, or after the term of the Agreement.

23.5. You will comply with the applicable laws for collecting or processing the data, including Personal Data, processing activities, including obtaining all relevant consents from Data Subjects in relation to the collection, processing, use, retention and transfer of Personal Data in accordance with the purposes and terms set forth in the Agreement.

23.6. You are in compliance with, and throughout the Term of this Agreement will continue to comply with our privacy policy (as updated from time to time at www.network.global) and Applicable Laws, including all relevant Data Protection Laws in your performance of this Agreement, including the transfer of Personal Data to us.

23.7. You implement appropriate technical and organizational measures to ensure, and to be able to demonstrate, that the processing of data including Personal Data is performed in accordance with Data Protection Laws, including but not limited to, taking reasonable steps to ensure that Personal Data is accurate, complete and current; adequate, relevant and limited to what is necessary in relation to this Agreement, as appropriate complying with the principles of data protection, implement measures to safeguard rights of Data Subjects, train staff to understand their responsibilities under the Data Protection Laws.

23.8. You shall inform us of any data breach, including Personal Data breach forthwith but in any case, not beyond 24 hours of the occurrence of such an incident and shall cooperate with us in complying with our any reasonable requests.

23.9. Use of Anonymized Data: Notwithstanding anything to the contrary contained in this

Agreement, we may, during the Term, use, access, store, reproduce, publish, distribute, modify, aggregate with other information, analyze, transmit, sell, license, distribute and disclose Anonymized Data to provide Products, improve the Services, develop and provide, any new services to our existing or new clients.

24. LAW THAT GOVERNS THIS AGREEMENT

- 24.1. The Agreement, and the relationship between You and Us arising out of or relating to the Agreement, will be governed by the federal laws of UAE. All disputes arising out of or relating to the Agreement shall be subject to the exclusive jurisdiction of the courts of Dubai.

25. TRANSFER OF RIGHTS AND OBLIGATIONS

- 25.1. We shall be entitled to assign this Agreement and/or to cede, delegate, transfer and/or novate any part of its rights and/or obligations in terms of this Agreement, to any person, with notice to You. Such notice shall be deemed to have been given if notice is uploaded on our Online Platform or sent to You on your e-mail id available with Us in our record.
- 25.2. You may not assign this Agreement or rights provided, or delegate any of its obligations, without Our express written consent.

26. SEVERANCE

- 26.1. If any term or provision in the Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of the Agreement but the validity and enforceability of the remainder of the Agreement shall not be affected.

27. MISCELLANEOUS

- 27.1. This Agreement sets out the general terms and conditions between You and Us. Copies of latest Terms and Conditions can be found at Our Website or can be obtained free of charge by contacting Customer Services in accordance with clause 5.
- 27.2. 'You' are the person or organisation who has successfully made the application for the Service. Unless We state otherwise, where We refer to You in the context of you using the Card and authorising payments, We refer to You and any Cardholders you have authorised to hold a Card under this Agreement.
- 27.3. The Agreement and all communications between You and Us shall be in the English language, to the extent that this Agreement is translated into any other local language the English version shall prevail in case of inconsistency.
- 27.4. Any ambiguity, conflict or inconsistency between the documents comprising this Agreement shall be resolved according to the following order of precedence:
- a. Addendum or supplemental agreement
 - b. Application Form;

c. Terms and Conditions.

28. DEFINITIONS

Account	means the Online Platform in which You and the Users can manage and access the Service.
Annual Transaction Value	means the aggregate value of the Card transactions performed by Your Cardholders in a calendar year
Application Form	means the form filled by You to request for the Service.
Agreement	means these Terms and Conditions along with the Application Form and any addendums or supplemental agreement entered into in the future.
Anonymized Data	means any data including Personal Data shared under this Agreement that has been stripped of all Personal Data and therefore the Data Subject is not or no longer constitutes identifiable. The term, "Anonymized Data" includes transaction data and other bank transaction data, including but not limited to date and amount of a particular Transaction, that has been stripped of: (i) all Personal Data of the Data Subject; and (ii) information identifying you as the source.
Available Funds	means at any given time any unspent funds loaded onto the Card less any fees and charges payable under this Agreement.
Business Day	means any day other than a Saturday, Sunday or national public holiday on which banks are open for business in the UAE.
Card, or Commercial Card	means a virtual or physical pre-paid card issued by Us to You or to your Cardholder.
Cardholder	means any person representing You in the performance of the Agreement (including the use of the Card), or who makes any communication or gives any authorisation for a transaction or other instructions to Us on Your behalf, in respect of the Card or any of the services provided by Us in the Agreement; for the avoidance of doubt the Cardholder is not acting as a consumer for the purpose of this Agreement.
Commencement Date	means the date You confirm acceptance of the Agreement by subscribing via Our Website or by agreeing to an Application Form, or a Cardholder commencing using the Card or activates it, whichever is the earlier.
Contactless	means a payment feature that provides the Cardholder with a way to pay by tapping the Card on a point-of-sale terminal reader for transactions up to a specified limit.
Commercial Prepaid Product	means a Product which has features as described on Our Website www.network.ae or Online Platform or the App.
Cross-Border Special Prepaid Product	means a Product which has features as described on Our Website www.network.ae or Online Platform or the App.
Wholesale Business Travel Prepaid Product	means a Product which has features as described on Our Website www.network.ae or Online Platform or the App.
Customer, You, Your	means the corporate customer in whose name the Commercial Card is registered and who has accepted this Agreement.
Customer Services	means the customer support services available as described in clause 5.

Expiry Date	means the date printed on the Cardholder's Card, which is the date the Card will cease to work.
Initial or Renewal Term Period	means the term period set in an Application Form accepted by You and during which the Customer cannot change or terminate the Service.
Linked Account	means any business bank account held in the Your name which you can use to fund the Card transactions and account information and/or to initiate transactions.
Mobile Wallet	means the digital storage of the Card in a virtual wallet via ApplePay, Samsung Pay, GooglePay or similar, in order for purchases to be made using a mobile device.
Online Platform	means the secure personal log-in area of Our Website, mobile application or any other secure channel where You may view Available Funds, monthly statements, and manage the Account.
Payment Service	means the provision of a Card whereby the Customer can use the Card to make various types of payments allowed under the Card Product features.
PIN	means the Cardholder's unique personal identification number for use with the Card.
Product	means Commercial Prepaid Product, Cross-Border Special Prepaid Product, Wholesale Business Travel Prepaid Product or any other product issued by Us from time to time
Service	means both the Value-Added Service and the Payment Service.
User	means Customer's Employees, or any other authorized individual who the Customer has authorized access to use the App and/or the Online Platform.
Website	means Our website available at www.network.ae or any other web channel communicated by Network to You in writing
We, Us or Our	means Network International LLC having registered office at First Floor, Network Building, 23rd Street, Opposite Al Salam Mosque, Al Barsha 2, Dubai, UAE.
Your Employees	means Your employees who have access to the Online Platform by authorization from You or any User.
Value-Added Service	means the value-added services offered by Us as described under this Agreement including providing Online Platform