

AlaanPay Technology Ltd.

Terms and Conditions

Effective Date: 22-Jan-24

United Arab Emirates

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Definitions

Account	Means the Online Platform and the Alaan App in which the Customer and the Users can manage and access the Service.
Admin	Means any administrator of the Account assigned by the Customer, the Verified Admin.
Agreement	Means these Terms and Conditions
Alaan™	Means AlaanPay Technology Ltd.
Alaan App	Means the Alaan mobile application.
Available Funds	Means at any given time any unspent funds loaded onto the Wallet which are available to pay for Transactions.
Business Day	Means any day other than a Saturday, Sunday or national public holiday on which banks are open for business in the Customer's country.
Card, Alaan™ Card	Means a virtual or physical payment card issued by Alaan to the Customer.
Card Network	Means the payments card network operated by Visa U.S.A., Inc. and/or Visa International.
Cardholder	Means any person representing the Customer 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 Alaan on the Customer's behalf, in respect of the Card or any of the services provided by Alaan 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 the Customer has accepted this Agreement by subscribing via Alaan's Website, or a Cardholder commences 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.
Customer	Means the corporate customer in whose name the Wallet is registered and who has accepted this Agreement.
Customer Support	Means the customer support services available as described in clause "Customer Support, communication and complaints".
Expiry Date	Means the date printed on the Cardholder's Card, which is the date the Card will cease to work.

External Bookkeeper	Means the Customer's external bookkeeper which the Customer has assigned to the Account.
Help Center	Means Alaan's support website available at help.alaanpay.com.
International Retailer	Means a Retailer which is not based in the United Arab Emirates.
Mobile Wallet	Means the digital storage of the Card in a virtual wallet in order for purchases to be made using a mobile device.
Online Platform	Means the secure personal log-in area of Alaan's Website where the Customer may view Available Funds, monthly statements, and manage the Account.
Partner	Means any third party entity which Alaan partners with to facilitate card issuance and retail payment services.
Payment Facilitation	Means the payment service facilitated by Alaan and its Partners as described in this Agreement.
PIN	Means the Cardholder's unique personal identification number for use with the Card.
Pricing Page	Means the page on Alaan's website where fees and charges may be reflected along with the Services available.
Retailer	Means the entity with which a Transaction is made. May also be referred to as Merchant.
Rewards	Means the cashback or any other benefits or perks offered or conferred by Alaan through a specific program.
Service	Means both the Software Service and the Payment Facilitation.
Software Service	Means the software services offered by Alaan as described in this Agreement.
Transaction	Means the request initiated by a Cardholder to make a payment with a Card for the purchase of goods or services or to make an ATM withdrawal.
User	Means anyone (such as Verified Admin, Admin, External Bookkeeper, Multi-entity Admin, the Customer's Employees, the Customer's External Bookkeeper) who the Customer has authorized access to use the App and/or the Online Platform.
Verified Admin	Means the main administrator of the Account assigned by the Customer in connection with the creation of the Account.
Wallet	Means the electronic account in the Customer's name where Available Funds are held.
Website	Means Alaan's website available at www.alaan.com.

1. Introduction

1.1. This Agreement sets out the general terms and conditions between the Customer and Alaan. Copies of this Agreement can be found on Alaan's Website.

1.2. The Agreement will commence on the Commencement Date.

1.3. The Agreement and all communications between the Customer and Alaan 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.

2. Software service

2.1. The Software Service is provided by Alaan. The Software Service includes the following features (but not limited to):

- Spend management tools;
- Onboarding of Users;
- Delegation of Visa cards (virtual and/or physical) to Users;
- Overview of purchase activity;
- Purchase notifications;
- Tools to capture receipts, analytics, categorise expenses and make comments;
- Export functionality to accounting software;
- Access for External Bookkeeper.

2.2. Alaan shall provide any part or all of the Software Service to the Customer and strives to attain extremely high levels of the Software Service features. Alaan may decide to change its Software Service or add new features in the future. By agreeing to this Agreement, the Customer acknowledges and agrees that the form and nature of the Software Service may change without prior notice to the Customer.

2.3. The Customer acknowledges and agrees that Alaan is not an accounting service:

2.3.1 The Customer undertakes to ensure the accuracy and correctness of the data deriving from the Customer or the Users when using the Software Service. Alaan is not liable for any loss incurred by the Customer while using the Software Service if the data deriving from the Customer or the User is not accurate or correct.

2.3.2 The Customer acknowledges that they have the ability to integrate the Software Service with the Customer's own accounting software. The data flows in scope for the integration will be described to and accepted by the Customer during the integration setup process. This capability allows the Customer to, in generic terms, import their accounting variables (for example, GL accounts or tax codes) to Alaan and export their transaction details to the accounting software. Alaan does not have the intention or capability to access the Customer's past or current financial statements or records

3. Account and password

3.1. When the Customer creates an Account with Alaan, the Customer must provide information that is accurate, complete and current at all times. The Customer shall assign with the consent of an authorized signatory, a Verified Admin to manage the Account.

3.2. The Verified Admin may give permission to an External Bookkeeper, if applicable, to manage the Account. The External Bookkeeper may be given limited or extended access.

3.3. The management of the Account allows the Verified Admin, Admin and External Bookkeeper (depending on whether limited or extended permission has been given) to add and onboard Users to the Account.

3.4. The Customer undertakes to ensure that the Users including the Verified Admin, Admin(s) and External Bookkeeper manage the Account in compliance with the Agreement.

3.5. The Customer and the Users are responsible for safeguarding the Account and password they use to access the Service.

3.6. The Customer remains fully responsible and liable for all activities and actions under the Account(s) by the Customer and/or the Users whether managed by a Verified Admin, an Admin and an External Bookkeeper.

3.7. Accounts and access credentials must not be shared. The Customer and Users agree not to disclose passwords or passcodes to any third party. The Customer and the Users must notify Alaan immediately upon becoming aware of any breach of security or unauthorized use of the Account.

3.8. Any breach of the above requirements constitutes a breach of the Agreement and may result in immediate termination of the Account and the Service.

4. Payment Facilitation checks

4.1. Alaan reserves the right to refuse the potential Customer's application to subscribe or to activate the Card if the results of the checks carried out pursuant to this Agreement or otherwise give Alaan reason to suspect the Customer of being involved in or intending to use the Payment Facilitation for money laundering, terrorist financing, fraud, or other illegal activity. If Alaan refuses the subscription or activation and use of the Card, Alaan will inform the potential Customer of the refusal but may not provide the reason for the refusal.

4.2. The Payment Facilitation is intended for use by corporate firms (even though the use of the Card is through individual Cardholders representing the Customer). In order to subscribe, use the Payment Facilitation, and obtain a Card, the Customer must be a body corporate (e.g., a company) or other duly registered entity or partnership acting within the ordinary course of business, registered and/or incorporated in the United Arab Emirates. Alaan may require evidence of what the Customer is, the Customer's controllers and of the Customer's registered office and place of business. Alaan may ask the Customer to provide some documentary evidence to prove this and/or Alaan may carry out checks on the Customer or persons connected to the Customer electronically.

4.3. When Alaan carries out these checks, information (including personal information in relation to persons connected to the Customer including but not limited to directors, officers, shareholders, beneficial owners and Cardholders) may be disclosed to fraud prevention agencies. These agencies may keep a record of the information and a footprint may be left on the Customer or the relevant person's file, although the footprint will denote that the search was not a credit check and was not carried out in support of a credit application. It is an identity check only and will therefore have no adverse effect on the Customer or the relevant person's credit rating.

4.4. The Customer represents and warrants to Alaan that:

4.4.1. The Customer is a body corporate or other entity, which is duly incorporated or registered in the country where the Customer is established, or a partnership, acting within the scope of the Customer's ordinary course of business;

4.4.2. The Customer is duly authorized to enter into the Agreement and to perform the Customer's obligations hereunder, and the person(s) entering into the Agreement on the Customer's behalf are duly authorized to represent and bind the Customer;

4.4.3. The terms of the Agreement constitute and create legal, valid and binding obligations on the Customer which are enforceable in accordance with their terms and do not constitute a breach of any obligations by which the Customer is bound whether arising by contract, operation of law or otherwise;

4.4.4. The Customer is 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;

4.4.5. The Customer holds the necessary licenses, registrations and other forms of authorisation as may be required under the applicable laws for the carrying out of the Customer's trade, business or professional activities in the jurisdiction(s) where the Customer's trade, business or professional activities are carried out;

4.4.6. The Customer undertakes to only allow the use of the Card and any Payment Facilitation provided under the Agreement exclusively for the purpose of the Customer's regular trade, business or professional activities, as the case may be;

4.4.7. The Customer is in compliance with all applicable anti-money laundering and sanctions laws and is not aware of any breach by the Customer or any authorized persons of any such laws;

4.4.8. If the Customer becomes aware that any authorized person is (or will be) in breach of the terms of the Agreement, the Customer will take steps to remedy the breach and/or prevent the authorized person concerned from using the Card or any Payment Facilitation.

5. Wallet and available funds

5.1. The Wallet shall be loaded by the Customer prior to use of the Service.

5.2. The Wallet may only be loaded by the Customer in whose name the Wallet is registered unless otherwise approved by Alaan. Loading by Cardholders or by another source is not permitted. For the purposes of preventing fraud, money laundering, terrorist financing or any other financial crime Alaan reserves the right to vary the limits and to decline any reload at any time. The Wallet may only be loaded via channels and accounts that Alaan approves.

5.3. Spending limits may apply to the Card, any other Payment Service and the Wallet.

6. Partners

6.1. This Agreement between the Customer and Alaan governs the possession and use of the Card. By allowing a Cardholder to use or activate the Card, the Customer accepts the Agreement.

6.2. The Alaan™ card is issued by either Mashreqbank PSC or NymCard Payments Services LLC, pursuant to license by Visa and is currently available only for the residents of UAE subject to the Terms and Conditions of use. Visa is a registered trademark of Visa Inc. Nymcard Payment Services LLC is authorized by the Central Bank of The UAE, holding the Retail Payment Services and Card Schemes

license in accordance with the Decretal Federal Law No.

(14) of 2018: Regarding the Central Bank & Organization of Financial Institutions and Activities.

6.3. The technology systems required to operate the Cards are provided by AlaanPay Technology Ltd., incorporated and registered in Dubai International Financial Centre, Dubai, United Arab Emirates.

7. Cards

7.1. The Card is a commercial payment card which may be used to pay for 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 or by the use of a mobile wallet such as Apple Pay and Google Pay. The physical card may be used in shops and retail locations where the Cardholder is physically present or for online and other distance purchases. The physical card may be permitted to make cash withdrawals from ATMs and banks that agree to provide this service. Like any payment card, Alaan cannot guarantee that a particular retailer will accept the Card. Cardholders should check with the retailer before attempting the Transaction if unsure. The Cardholder will not be able to use the Card to make any purchases from some retailers.

7.2. The Card is a financial product, regulated by the Central Bank of The UAE. It is a commercial card and is not directly linked to the Customer's bank account. The Customer must ensure that the Customer has 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 Wallet do not constitute a deposit. The Customer will not earn interest on the balance of the Wallet. The Card will expire on the Expiry Date and will cease to work.

7.3. When the Cardholder receives a physical Card, it will be issued in an inactive state. The Cardholder will need to activate it by logging onto the Alaan App and then following the activation request for the Card prior to use.

7.4. A virtual Card can be used immediately after it is generated.

8. Identification required for purchase of cards

8.1. The Card is a payment facilitation product, and Alaan is therefore required by law to hold certain information about Alaan's customers. Alaan uses this information to administer the Card and to help Alaan identify the Customer and the Card in the event that it is lost or stolen. Alaan only keeps this information as long as is necessary and for the purposes described.

8.2. Where permitted, the Customer may request additional Cardholders. The Customer authorizes Alaan to issue Cards and PINs to the additional Cardholders and the Customer authorizes each additional Cardholder to authorize Transactions on the Customer's behalf. The Customer remains responsible for any fees, Transactions, use or misuse of any Card requested by the Customer. If the Customer fails to comply with any provisions of the Agreement as a result of any act or omission by a Cardholder, the Customer will be liable for any losses Alaan sustains as a result.

8.3. The Agreement also applies to any additional Cards and Cardholders that the Customer has arranged. The Customer must communicate the terms of this Agreement to any additional Cardholders before they start using the Card. The Customer must also provide to Alaan on request any details of any Cardholders and proof of any Cardholder's authority to act on the Customer's behalf.

9. Payment Facilitation

9.1. Alaan facilitates a payment service when a Cardholder uses the Card to make a Transaction. A Card may only be used by the Cardholder for whom the Card was issued to. The Card is otherwise non-transferable, and the Customer 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.

9.2. Alaan will be entitled to assume that a Transaction has been authorized by the Customer, or a Cardholder acting on the Customer's behalf, and the Customer has therefore given consent to a Transaction where either:

9.2.1. In the case of a physical Card:

9.2.1.1. the magnetic strip on the Card was swiped by the retailer or the Card was inserted into a chip & PIN device;

9.2.1.2. the Card PIN was entered, or a sales slip was signed; or

9.2.1.3. the Card is tapped against a Contactless enabled reader and accepted by such a reader.

9.2.2. In the case of either a physical or virtual Card or via any mobile wallet:

9.2.2.1. 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. Alaan receives notification of the authorisation by way of an electronic message in line with the rules and procedures of the payment scheme (Visa network). Once a Transaction has been authorized, the Transaction cannot be stopped or revoked.

9.4. On receipt of notification of the authorisation of a Transaction and the Transaction payment order, Alaan deducts the value of the Transaction, plus any applicable fees and charges, from the Available Funds.

9.5. If any payment is attempted that exceeds the Available Funds, the Transaction will be declined.

9.6. 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 in by the Visa scheme network at a rate set by Visa Inc., please refer to Visa's currency converter. The exchange rate varies throughout the day and is not set by Alaan; therefore, Alaan is not responsible for and cannot guarantee the Customer will receive any specific exchange rate. Changes in the exchange rates may be applied immediately and without notice. The Customer can ask Alaan for information about the exchange rate used after the Transaction has been completed by contacting Customer Support. The Customer will also be notified of any applicable exchange rate for each Transaction in the Online Platform.

9.7. Alaan will apply reasonable technical and organizational measures to be able to support transactions. 24 hours per day, 365 days per year. However, Alaan cannot guarantee this will be the case, and in certain circumstances – for example, a serious technical problem – Alaan may be unable to receive or complete Transactions.

10. Restrictions on use of card

10.1. The Customer must ensure there are sufficient Available Funds to pay for each purchase, payment or cash withdrawal using the Card.

10.2. The Card is not linked to a bank deposit account and may not be used as evidence of identity.

10.3. The Card may not be used for gambling or illegal purposes. Moreover, certain types of Transactions may be blocked.

10.4. Spending limits may apply to the Card.

10.5. Any pre-authorisation amount (such as a hotel booking or car hire) will place a “hold” on the Available Funds until the retailer sends Alaan 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, the Customer and the Cardholders will not have access to the pre-authorized amount.

11. Managing the cards

11.1. Alaan will publish Transactions and activity statements in the Online Platform. Each Transaction will specify; a reference enabling the Customer to identify each Transaction; the amount of each Transaction; the currency in which the Card is debited; the exchange rate used in the Transaction by Alaan and the amount of the Transaction after the currency conversion, where applicable; and the Transaction debit value date.

11.2. The Customer and the Cardholder will need access to the internet to manage the Card. The Customer 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. Expiry of the card

12.1. The Card will expire on the Expiry Date. On that date, the Card will cease to function and the Cardholder will not be entitled to use the Card.

12.2. Alaan may issue a new Card shortly before the Expiry Date; however, Alaan is not obligated to do so, and may elect not to issue a replacement Card at Alaan's sole discretion. If Alaan does issue a new Card, a new Expiry Date will apply, and the new Card will expire on that Expiry Date.

12.3. If the Customer does not wish to receive a replacement Card, the Customer may inform Customer Support prior to the expiry of the Card.

13. Mobile wallet

13.1. The Cardholder may choose to link the Card with their Mobile Wallet by adding the Card to the Mobile Wallet app on their mobile device. Alaan may in some circumstances require an extra authentication step to confirm the Cardholder's identity.

13.2. The Cardholder may remove the Card from the Mobile Wallet at any time.

13.3. Alaan 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 Support immediately.

13.4. Alaan will not accept liability for any issues arising from the use of a Mobile Wallet or device which are outside of Alaan's control.

14. Keeping the card and details safe; liability of corporate customer

14.1. Alaan will assume that all Transactions entered into by the Customer or a Cardholder with the Card or Card details are made by the Customer or a Cardholder unless Alaan is notified otherwise.

14.2. The Customer is responsible for keeping and ensuring that each Cardholder keeps the Card and its details safe, and the Customer is responsible for all Card Transactions, fees under the Agreement, and losses and liabilities arising from the use or misuse of the Card or Wallet. This means the Customer 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. The Customer must keep and ensure that each Cardholder keeps their PIN safe at all times. This includes:

14.3.1. memorising the PIN as soon as the Cardholder receives it;

14.3.2. never writing the PIN on the Card or on anything usually kept with the Card;

14.3.3. keeping the PIN secret at all times, including by not using the PIN if anyone else is watching; and

14.3.4. not disclosing the PIN to any person.

14.4. Failure to comply with this may be treated as gross negligence and may affect the Customer's ability to claim any losses. NEVER COMMUNICATE THE PIN TO ANYONE ELSE IN WRITING OR OTHERWISE. This includes printed messages, email and online forms.

15. Lost, stolen or damaged card

15.1. If the Customer loses or any Cardholder loses the Card or it is stolen or damaged or the Customer suspects it has been used without the Customer's authority, the Customer must notify Alaan without undue delay as soon as becoming aware of this. The Customer can do this by blocking the Card through either the Mobile App or the Online Platform or by telephoning Customer Support. The Customer will be asked to provide the Card number and other information to verify that the Customer is the customer or that the notifier is an authorized Cardholder. Following satisfactory completion of the verification process, Alaan will then immediately block any lost or stolen Card to prevent unauthorized use, or cancel any damaged Card to prevent further use.

15.2. After the Customer has notified Alaan of the loss, theft or risk of misuse, and providing that Alaan is able to identify the Card and satisfy certain security checks, Alaan will issue a replacement Card. Certain fees may apply for the re-issue of a lost or stolen card.

16. Purchases from retailers

16.1. Alaan is 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 Alaan. 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 and Wallet.

16.3. Purchases in certain retailers (for example, international retailers) may incur in fees. If such purchases are refunded, some of the fees charged may not be refunded by Alaan to compensate the fees incurred by Alaan during the purchase and refund processes.

17. Transaction disputes and card suspension

17.1. If the Customer believes a Cardholder did not authorize a particular Transaction or that a Transaction was incorrectly carried out, the Customer or the Cardholder must contact the retailer or seller to resolve the dispute. If the dispute is not appropriately addressed by the retailer or seller, the Customer may submit a dispute of the Transaction to Alaan by contacting Customer Support. Any disputed Transaction must be reported to Alaan no more than 60 days after such Transaction is posted on the Account.

17.2. Alaan and its Banking Partners are subject to the Card Network rules with respect to Transaction

disputes and may not be able to successfully charge back the disputed Transaction.

17.3 Alaan facilitates Transactions in accordance with the Transaction detail received, thus including where the detail provided to Alaan is incorrect, Alaan will not be liable for facilitating Transactions where the detail received is incorrect.

17.4. If a disputed Transaction is validly reported to Alaan, Alaan will let the Customer know as soon as possible the outcome of any investigation on the matter. If Alaan's investigations show that any disputed Transaction was authorized by the Customer or the Cardholder, or the Customer or the Cardholder may have acted fraudulently or with gross negligence, Alaan may reverse any refund already made and the Customer will be liable for all losses Alaan suffers in connection with the Transaction including but not limited to the cost of any investigation carried out by Alaan in relation to the Transaction. Alaan will give the Customer reasonable notice of any reverse refund.

17.5. If the Customer or the Cardholder receives a late payment (e.g. a refund from a retailer's bank) via Alaan, Alaan will credit the Customer's account with the relevant amount of any associated fees and charges.

17.6. In certain circumstances, Alaan may without notice refuse to complete a Transaction that the Customer or the Cardholder have authorized. These circumstances include (but not limited to):

17.6.1. if Alaan has reasonable concerns about the security of the Card or Alaan suspects the Card is being used in a fraudulent or unauthorized manner;

17.6.2. if there are not sufficient Available Funds to cover the Transaction and all associated fees at the time that Alaan receives notification of the Transaction;

17.6.3. if there is an outstanding shortfall on the Available Funds;

17.6.4. if Alaan has reasonable grounds to believe the Customer or the Cardholder are acting in breach of this Agreement;

17.6.5. if there are errors, failures (mechanical or otherwise) or refusals by retailers, payment processors or payment schemes processing Transactions; or

17.6.6. if Alaan is required to do so by law.

17.7. Unless it would be unlawful for Alaan to do so, where Alaan refuses to complete a Transaction for the Customer or the Cardholder, Alaan will notify the Customer 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.

17.8. Alaan may suspend the Card, in which case the Cardholder will not be able to use it for any Transactions, if Alaan has reasonable concerns about the security of the Card or suspects the Card is being used in a fraudulent or unauthorized manner. Alaan will notify the Customer 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. Alaan will lift the suspension as soon as practicable once the reasons for the suspension cease to exist.

18. Fees and charges

18.1. Fees and charges are subject to change and can vary per customer.

18.1.1 The standard fees and charges associated with the Service form an integral part of the Agreement. The standard fees and charges are set out on Annex 1: Fees and Charges. Additional fees and charges may be set out on Alaan's Website.

18.1.2 Alaan reserves the right to adjust and increase the fees and charges set out on Annex 1: Fees and Charges and on Alaan's Website.

18.1.3 The costs of fraud disputes will be deemed invalid.

19. Rewards

19.1. If eligible, the Customer shall be entitled to Cashback or Rewards. If Alaan determines in its sole discretion that the Customer is abusing or misusing the Cashback or Rewards program, or have otherwise violated this Agreement, the Customer may be ineligible to earn or redeem Cashback or Rewards and may forfeit any Cashback or Rewards previously earned. Alaan may condition, restrict, limit, or revoke Cashback and Rewards in its sole discretion.

19.2. Rewards, including Cashback, are not the Customer's property and have no stored value. Cashback will not be automatically applied to the Customer's balance and must be affirmatively redeemed by the Customer through the dashboard. If Cashback and any other Rewards are not redeemed, they may be forfeited.

19.3 Alaan may, in its sole discretion, refuse any request to redeem Cashback and other Rewards.

20. Expiry and termination of this agreement

20.1. The Agreement will continue until terminated by either Alaan or the Customer.

20.2. Alaan may terminate this Agreement:

20.2.1. if the Customer, a User or a Cardholder breach a material part of this Agreement, or repeatedly breach this Agreement and fail to resolve the matter within 10 days, or use the Service including

20.2.2. if the Customer, a User or a Cardholder act in a manner that is threatening or abusive to Alaan's staff, or any of Alaan's representatives;

20.2.3. if the Customer fails to pay fees or charges that have incurred or fails to put right any shortfalls on the balance of the Wallet or the Card;

20.2.4. If the Customer has not used the Service including not loading the Wallet for a period of 13 months. In that case, Alaan reserves the right to cancel the Wallet.

20.2.5. If the Customer does not use the Service in the manner in which it was intended.

20.3. Alaan may also terminate this Agreement for no or any reason, including the reasons above, by giving the Customer two months' notice.

20.4. The Customer may terminate this Agreement at any time unless otherwise stipulated, free of charge by contacting Customer Support or via the Online Platform (if available). The Customer may further with immediate effect terminate this Agreement in case of Alaan's material breach of this Agreement.

21. Redemption procedure

21.1. Before termination and during this Agreement's period the Customer may redeem some or all of the Available Funds on the Wallet by contacting Customer Support.

21.2. Alaan will not complete the Customer's redemption request if Alaan believes that the Customer has provided false information, Alaan is concerned about the security of a Transaction or if the Wallet is not in good standing.

21.3. If the Customer requests redemption of the entire remaining balance Alaan will assume that it is the Customer's intention to terminate this Agreement and may choose to cancel the Wallet and the Cards of the Customer.

21.4. Alaan will only transfer the Available Funds to the bank account provided by the Customer after

the bank account has been reasonably verified to be held by the Customer.

22. Intellectual property

22.1. Alaan shall own and retain all rights, titles, and interests in and to the Service (except for any licensed content and software components included therein). The Customer and Users 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 this Agreement.

22.2. Alaan does not grant the Customer nor the Users any license, express or implied, to the intellectual property of Alaan or its licensors. The Customer and the Users 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 confidential and proprietary information of Alaan.

22.3. Alaan's trademarks and trade dress such as graphics, logos, designs, page headers, button icons and scripts may not be used, in whole or in part, without Alaan's prior written permission.

23. Customer Support

23.1. Customer Support can be contacted 24 hours a day, 7 days a week. However, outside the normal business hours posted in Help Center, contact may be restricted to automated answering systems. Alaan will endeavor to resolve all enquiries immediately, however, please note that certain types of enquiries can only be resolved during normal business opening hours. The Customer can contact Customer Support by the following communication channels posted in Help Center.

23.2. If Alaan needs to contact the Customer or the Cardholder or send a notification under this Agreement, Alaan will do so by sending an email to the email address provided when the Customer subscribed or the Cardholder obtained the Card, unless stated otherwise in the Agreement.

23.3. If Alaan needs to contact the Customer in the event of suspected or actual fraud or security threats, Alaan will notify the Customer via either email or telephone prompting the Customer to contact Customer Support.

23.4. If the Customer is not satisfied with any element of the service received, any complaints should be made to Customer Support using the contact details in clause 23.1 above. Calls may be monitored or recorded for documentation and training purposes.

23.6. Alaan will do everything Alaan can to make sure the Customer receives the best possible service. However, if the Customer is not happy with how the complaint has been managed by Customer Support and the Customer wishes to escalate the complaint, the Customer may send a written complaint to its registered address.

24. Limitation of liability

24.1. Alaan, nor its directors, employees, partners, agents, suppliers, or affiliates, shall in no event be liable for:

24.1.1. the Customer's access to or use of or inability to access or use the Service unless it is due to Alaan's default;

24.1.2. any conduct or content of any third party on the Service;

24.1.3. any content obtained from the Service;

24.1.4. fraud, breach of spend policies or other unauthorized use of the Service by any person internally from the Customer's organization;

24.1.5. unauthorized access, use or alteration of the Customer's transmissions or content;

24.1.6. any fault or failure relating to the use of Service that is a result of abnormal and unforeseeable circumstances beyond Alaan's control which would have been unavoidable despite Alaan's efforts to the contrary, including but not limited to, a fault in or failure of data processing systems;

24.1.7. the goods or services that a Cardholder purchases with the Card;

24.1.8. any loss of profits, loss of business, or any indirect, consequential, special or punitive losses, unless they result from Alaan's fraudulent, willful or gross negligent behavior;

24.1.9. a retailer refusing to honour a Transaction or refusing a payment;

24.1.10. any acts or omissions that are a consequence of Alaan's compliance with any United Arab Emirates law;

24.1.11. in any event the liability of Alaan will be limited to the balance of the Wallet at the time that the event occurs.

24.2. In addition to the limitations set out in clause 24.1 Alaan's liability shall be limited as follows:

24.2.1. where the Card or any other Payment Facilitation is faulty due to Alaan's fault, Alaan's liability shall be limited to the replacement of the Card or repayment to the Customer of the Available Funds on the Wallet; or

24.2.2. where sums are incorrectly deducted from the Card or the Wallet due to Alaan's fault, Alaan's liability shall be limited to payment to the Customer of an equivalent amount.

24.3. In all other circumstances of Alaan's default, Alaan's liability will be limited to repayment of the amount of any Available Funds on the Wallet.

24.4. Nothing in this Agreement shall exclude or limit any regulatory responsibilities Alaan has which Alaan is not permitted to exclude or limit, or Alaan's liability for death or personal injury.

24.5. If the Customer, the User or the Cardholder has used the Card or any other Payment Facilitation or allowed the Card or any other Payment Facilitation to be used fraudulently, in a manner that does not comply with this Agreement, for illegal purposes, or if the Customer, the User or the Cardholder have allowed the Card or details or any other Payment Facilitation to be compromised due to the Customer, the User or the Cardholder's gross negligence, the Customer will be held responsible for the use and misuse of the Card and any other Payment Facilitation. Alaan will take all reasonable and necessary steps to

recover any loss from the Customer, and there shall be no maximum limit to the Customer's liability except where relevant laws or regulations impose such a limit.

24.6. In the unlikely event of any insolvency, funds that have reached the secure client account will be protected in accordance with applicable law. Alaan will be happy to talk through any questions or concerns the Customer might have. Please contact Customer Support for further information.

25. Personal data and data processing

25.1. For the purposes of the Agreement and the performance of the Services, Alaan is required to process Personal Data or have access to it on behalf of the Customer. In this regard, Alaan acts as "Data Processor" and the Customer acts as "Data Controller".

25.2. Please refer to Alaan's Privacy Policy for full details of how Alaan processes Personal Data.

25.3. Unless the Customer has provided explicit permission, personal data will not be used for marketing purposes by Alaan or Alaan's commercial partners (unless the Customer has independently provided consent to them directly), nor will it be shared with third parties unconnected with the Card scheme.

26. Changes to the agreement

26.1. Any changes made to the Agreement which are favorable to the Customer, will be published on Alaan's Website. Copies of the most up-to-date version of the Agreement will be made available on Alaan's Website at all times and will be sent to the Customer by email upon request free of charge at any time during the Agreement.

26.2. If any changes to the Agreement are made to the detriment of the Customer, Alaan will provide at least two months' notice before the changes take effect (unless the law requires or permits Alaan to make a more immediate change).

26.3. The Customer will be deemed to have accepted the changes if the Customer does not notify Alaan otherwise prior to the date the change takes effect and continues to use the Service. If the Customer does not accept the changes, the Customer may end this Agreement immediately and free of charge.

27. Disclaimers

27.1. Alaan shall be absolved of any liability in case;

27.1.1. the Customer fails to avail the usage of the Card due to force majeure conditions including but not limited to natural calamities; legal restraints or any technical lapses in the telecommunication network or any other reasons beyond Alaan's actual control. Also, Alaan is herein absolved of any kind of liability arising due to a loss; direct or indirect incurred by the Customer or any other person due to any lapse in the facility owing to the above-mentioned reasons;

27.1.2. the Customer is not in the required geographical range;

27.1.3. there is any unauthorized use of the PIN, or for any fraudulent, duplicate or erroneous Transaction instructions given by use of the PIN (unless confirmed by us to the Customer that the Card is blocked or cancelled);

27.1.4. there is loss of any information during processing or transmission or any unauthorized access by any other person or breach of confidentiality;

27.1.5. there is any lapse or failure on the part of the service providers or any third party affecting the usage of the Card (and for this purpose, Alaan makes no warranty as to the quality of the service provided by any such provider);

27.1.6. any loss or damage whether direct, indirect or consequential, including but not limited to loss of business, contracts, or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error by Alaan in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the Customer's telecommunication equipment and the network of any service provider and Alaan's system or any breakdown, interruption, suspension or failure of the Customer's telecommunication equipment, Alaan's system or the network of any service provider and/or any third party who provides such services as is necessary to provide.

27.2. Alaan shall not be involved in or in any way liable to the Customer for any dispute between the Customer any third-party service provider (whether appointed by Alaan on that behalf or otherwise).

27.3. Alaan shall not be held liable for any loss incurred by the Customer due to use of the Card by any other person with the Customer's express or implied permission. Alaan shall not be held responsible for

the confidentiality, secrecy and security of the personal or account information being transmitted for effecting the Customer's instructions.

27.4. Alaan shall not be held liable for any loss suffered by the Customer due to disclosure of the personal information to a third party by us, for reasons inclusive but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for statistical analysis or for credit rating.

27.5. Alaan will endeavor to make sure the Card continues to function, but its operation may be subject to interruptions and/or require periodic modifications and improvements; and to help reduce the risks, Alaan may from time to time set revised limitations on the Transaction size, Loading amounts and other features of the Card.

27.6. Alaan may publicly reference the Customer as an Alaan customer on the Website or in communications during the term of this Agreement. Please notify Alaan if the Customer prefers that Alaan does not identify the Customer as an Alaan customer and Alaan will use its best efforts to remove references to the Customer on Alaan's website or in communications.

28. Law and courts

28.1. The Agreement, and the relationship between the Customer and Alaan arising out of or relating to the Agreement, will be governed by the laws of the United Arab Emirates. All disputes arising out of or relating to the Agreement shall be subject to the exclusive jurisdiction of the courts of the United Arab Emirates.

29. Severance

29.1. 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.

Annex 1: Fees and Charges

Categories	Fees	Amount	Additional Information
Getting started	Fund-In service fee	Free	There is no fee charged by Alaan when funds are added via a bank transfer.
Payment	In UAE	Free	There is no fee charged by Alaan for paying with a Card in the UAE, whether at retailers or online. Some retailers may charge their own fee.
	Outside UAE	See column “Additional Information” for more details.	<p>For payments made to international retailers, there is a fee for facilitating international payments and currency conversions.</p> <p>The exchange rate the Card Network uses will be a rate in effect on the day the Transaction is processed. This rate may differ from the rate in effect on the date the Transaction is authorized.</p> <p>The exchange rate and fee applied to Transactions may vary from time to time or among customers depending on a variety of factors, such as the terms and policies of the Issuer or Card Network, the currency, the type of Transaction being conducted, the Transaction amount, the date and time of the currency exchange and the Customer’s relationship with Alaan.</p>
ATM withdrawals	In UAE	See column “Additional Information” for more details.	ATM withdrawals are not available by default.
	Outside UAE	See column “Additional Information” for more details.	ATM withdrawals are not available by default.
Account closure	Fund-Out service fee	Free	There is no fee charged by Alaan for refunding the remaining balance back into the Customer’s bank account.