

App Terms and Conditions (Merchants)

These App Terms and Conditions (“**App Terms**”) apply to the use of the **AFS Pro application** (the “**App**”) provided by **Arab Financial Services Company B.S.C. (c)** or **Arab Financial Services L.L.C** (each “**AFS**”). By downloading, accessing, or using the App, you (the “**Merchant**”) confirm your acceptance of these App Terms, together with the **Merchant Agreement** (constituted by the AFS Merchant Agreement published on AFS website www.arabfinancialservices.ai, Application Form, Schedules, Schedule of Charges, Privacy Notice, and any manuals, policies, or procedures referenced therein).

In the event of any inconsistency, the provisions of the Merchant Agreement shall prevail, unless otherwise expressly stipulated in these App Terms.

Defined Terms

Capitalised terms used but not defined in these App Terms shall have the same meaning ascribed to them in the Merchant Agreement.

1. Scope of the App and AFS Pro Services

The App provides the Merchant with access to AFS Pro Services, including but not limited to:

- a) Issuance and use of a prepaid card issued by AFS to the Merchant (“**AFS Card**”);
- b) Access to Settlement and reporting functions;
- c) E-commerce and payment services that may be made available by AFS from time to time.

Use of the App constitutes use of the Services as defined in the Merchant Agreement.

2. Binding Nature of the Merchant Agreement

Whether or not the Merchant has executed an Application Form, by downloading, accessing, or using the App, the Merchant acknowledges and agrees that:

- a) The Merchant is bound by the Merchant Agreement in its entirety;
- b) All applicable Charges shall apply as set out in the Application Form and/or Schedule of Charges notified by AFS;
- c) The Merchant shall comply at all times with the Scheme Rules, Operating Guide, and applicable Laws in relation to the use of the App and AFS Pro Services.

3. Authorised Designate

- a) The Merchant may designate and manage its Authorised Designate(s) through the App, and such designation shall be conclusive and binding on the Merchant for all purposes under the Merchant Agreement and these App Terms.
- b) Any instructions, consents, or actions carried out by an Authorised Designate through the App shall be deemed to have been duly authorized by the Merchant and shall be binding on the Merchant.

- c) In the event of any inconsistency between the Merchant Agreement and these App Terms in relation to the designation of Authorised Designate(s), these App Terms shall prevail.

4. Merchant Credentials and Security Obligations

- a) The Merchant is responsible for the safekeeping and confidentiality of all login credentials, passwords, PINs, and security codes used to access the App.
- b) Any access, activity, or transaction carried out through the Merchant's credentials shall be deemed to have been duly authorized by the Merchant.
- c) The Merchant must notify AFS immediately upon becoming aware of any unauthorized access, loss, or compromise of credentials.

5. Security of the App and Intellectual Property

- a) The Merchant shall not copy, alter, modify, reverse engineer, tamper with, or otherwise interfere with the App or any part thereof.
- b) The Merchant shall only access and use the App on secure devices and networks, and shall implement appropriate safeguards in accordance with industry practice and the Merchant Agreement.
- c) All rights, title, and interest in and to the App, related software, and content (including intellectual property of third-party licensors and service providers engaged by AFS) remain the property of AFS or its licensors. No rights are granted to the Merchant other than a limited, revocable license to use the App in accordance with these App Terms and the Merchant Agreement.
- d) AFS shall not be liable for interruptions, errors, or failures arising from third-party systems, resources, or intellectual property used in connection with the App.

6. Data Protection and Privacy

- a) AFS will collect, use, process, and disclose Personal Data in accordance with applicable data protection Laws, including the Bahrain Personal Data Protection Law (PDPL), the UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data, and the AFS Privacy Notice.
- b) By using the App, the Merchant consents to such collection, processing, and disclosure of Personal Data by AFS and its third-party service providers for the purposes of providing Services, complying with regulatory requirements, and performing obligations under the Merchant Agreement.

7. Use of the App and Services

- a) The Merchant shall only use the App and AFS Pro Services for lawful business purposes and in compliance with the Merchant Agreement, Operating Guide, Scheme Rules, and applicable Laws.
- b) The Merchant shall not use the App for fraudulent, illegal, or unauthorized purposes, including but not limited to the processing of prohibited transactions, misuse of Settlement funds, or circumvention of Scheme or regulatory requirements.

8. Additional Loading Channels

- a) At present, funds may be loaded on the AFS Card only in accordance with paragraph 3.2 in Schedule 1 - AFS Pro Services to the Merchant Agreement.
- b) AFS may, at its discretion and subject to applicable Laws and Scheme Rules, introduce additional channels or methods for loading funds on the AFS Card from time to time.
- c) AFS may specify conditions, restrictions, obligations, or limits applicable to any such additional loading channel (including, without limitation, maximum/minimum load amounts, KYC/AML requirements, funding source restrictions, and applicable Charges).
- d) Such conditions shall be notified to the Merchant through the App or by other means of communication determined by AFS.
- e) Use of any additional loading channel by the Merchant shall constitute binding acceptance of the applicable terms, obligations, and restrictions as notified by AFS, without the need for further amendment to these App Terms or the Merchant Agreement.

9. Updates and New Features

- a) AFS may update the App or introduce new or enhanced features as part of the AFS Pro Services from time to time.
- b) The Merchant agrees that acceptance of any update notice displayed in the App (including by selecting an "I Agree" or "I Accept" option), or continued use of the App following such notice, shall constitute valid and binding acceptance of the updated terms or features.
- c) Any such updates or features shall be deemed incorporated into and form part of these App Terms and the Merchant Agreement without the need for further written amendment.

10. Non-Disclosure and Non-Transferability

- a) The Merchant shall not disclose, share, or otherwise permit any third party (other than an Authorised Designate duly appointed through the App) to access or use the App, its credentials, or any information obtained through the App.
- b) The Merchant's rights to use the App are personal, non-exclusive, non-transferable, and revocable. The Merchant may not assign, transfer, sublicense, or otherwise deal with its rights or obligations under these App Terms without the prior written consent of AFS.

- c) Any unauthorized disclosure, access, or transfer shall constitute a material breach of these App Terms and the Merchant Agreement, entitling AFS to suspend or terminate access immediately without prejudice to any other rights or remedies.

11. Suspension and Termination

AFS may suspend or terminate the Merchant's access to the App where the Merchant:

- a) breaches these App Terms or the Merchant Agreement;
- b) engages in fraudulent, unlawful, or prohibited activities;
- c) compromises the security, integrity, or operation of the App or AFS's systems; or
- d) is required to do so by a Regulatory Authority or under applicable Law.

12. Governing Law and Jurisdiction

These App Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which the Merchant has been onboarded under the Merchant Agreement (Kingdom of Bahrain or United Arab Emirates, as applicable). The courts of such jurisdiction shall have exclusive jurisdiction over any disputes arising from or in connection with these App Terms.

13. Amendments to App Terms

- a) AFS may amend, update, or supplement these App Terms at any time by providing notice to the Merchant through the App or by other means of communication determined by AFS.
- b) Unless otherwise specified in the notice, such amendments shall take effect immediately upon being made available to the Merchant.
- c) Where required, AFS may request the Merchant to confirm acceptance of amended App Terms through an in-App click-wrap mechanism (including by selecting an "I Agree" or "I Accept" option).
- d) The Merchant's continued access to or use of the App following such notice shall constitute binding acceptance of the amended App Terms.

14. Order of Precedence

In the event of any inconsistency or conflict between these App Terms and the Merchant Agreement, the following order of precedence shall apply:

- a) The Merchant Agreement;
- b) These App Terms; and
- c) Any policies, manuals, or procedures referenced or incorporated by AFS from time to time.

The Merchant Agreement shall at all times prevail over these App Terms, except as expressly provided in Clause 3 (Authorised Designate) above.