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**ADDENDUM**

**Mashreq e-Commerce Payment Services - MEPS**

This Addendum is in addition and variation to the Merchant Agreement.

Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between the parties hereto (the”Addendum”), under the Merchant Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

It is hereby agreed between the Parties hereto as follows:

1. The Parties hereto agree that the following clauses be and are hereby incorporated in the Addendum.
2. Words and phrases herein employed, which are also employed in the Addendum, shall, unless the context requires otherwise, be deemed to have the same meanings herein respectively.
3. The merchant agrees to use the model selected below for management of card details:

**3-Party SSL+** Card details are not disclosed to the Merchant and the Bank takes responsibility for storing and protecting the card details

**2-Party (MO/TO)** the merchant establishes a secure communication session directly with the Bank for transaction processing. The Merchant takes complete responsibility for storing and protecting the card & customer Information.

1. Merchant agrees as follows:
2. To provide a brief description of the goods or services purchased with a Card, together with other disclosures.
3. To defend, save and hold harmless the Bank and indemnify the Bank for any and all disputes, customer queries, claims, actions, suits, losses, damages and liabilities and costs including attorney’s fees, relating to any claims filed by cardholder for whatsoever reason.
4. To comply with a format approved by the Bank for the On-Line Order Form. It is understood, acknowledged and agreed that Merchant shall not process any transaction that is not in compliance with the terms of the Addendum or the Merchant Agreement between Merchant and the Bank for purpose of the Card or Cards.
5. The merchant shall not use the Bank name style and any registered trademarks or trade names of the Bank which shall remain the property of the Bank unless the merchant obtains a written authorization from the Bank
6. The Merchant shall install the “Payment Client” component provided by the Bank in Merchant's On-Line server, to send the payment details to Bank's secure server using Secure Socket Layer technology. Merchant shall also include in each transaction the order reference number.
7. The Bank will send back the status of the transaction to the Merchant with the order reference number.
8. Merchant can enter transactions received by mail, by telephone, by fax, or in person from the Card Holder using the manual data entry screen or Point of Sale terminal provided by the Bank.
9. Merchant warrants that all transactions tendered to the Bank will represent obligations of Cardholders to Merchant for bona-fide transactions in the amount set forth thereon for goods sold and/or services rendered only, and shall not involve any element of credit for any other purpose and shall not involve Merchant receiving or accepting any payment from the Purchaser for any charge included in a transaction resulting from the use of a Card. Merchant agrees not to make any cash advance or withdrawals to any Cardholder.
10. Merchant shall not, without the Cardholder's written consent, sell purchase, provide or otherwise disclose any Cardholder account information or other Cardholder personal information to any third party other than the Bank, for the purpose of assisting Merchant in its business or as required by law.
11. The Bank shall provide, and Merchant shall use, the “Payment Client” component of MEPS described in this Addendum and any revisions to that component during the term of this Addendum.
12. The liability of the Bank to Merchant with respect to any transaction shall be limited to the obligation of the Bank upon written notice from the Merchant to refund the transaction at no additional expense. The Bank shall in no event be liable for any delay, incidental or consequential damages whatsoever.

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1. All information concerning the Card Holder so obtained shall be maintained in a reasonably secured manner with limited access to selected personnel until discarding and must be destroyed in a manner that will render the data unreadable.
2. The Bank shall have the right to verify & investigate all transactions and to examine Merchant's books, records and other papers relating to transactions covered by the terms of this addendum. For this purpose, Merchant shall preserve all records pertaining to such transactions for a period of at least eighteen (18) months from the date thereof.
3. This Addendum shall be binding upon the parties hereto and to their successors or assigns. This Addendum may not be assigned by Merchant without prior written consent of the Bank. Any attempt to assign this Addendum by Merchant without prior written consent of the Bank shall be null and void.
4. Failure by the Bank to enforce any of its rights under this Addendum shall not constitute a waiver of any right not enforced, nor of any of the Bank’s other rights under this Addendum.
5. This Addendum shall become effective when accepted by the Bank and shall remain in effect until terminated by written notice. Either party may immediately terminate this Addendum at any time with or without cause by giving 30 days prior written notice. At the termination of this Addendum, Merchant shall no longer submit transactions to the Bank nor use any of the materials issued or provided under this Addendum at the request of the Bank, Merchant shall return to the Bank at Merchant's expense any software or other items provided by the Bank for purposes of this Addendum. Any transactions in process at the time of termination are the responsibility of Merchant to maintain its records with respect to transactions under this Addendum shall survive any such termination.
6. The obligations set forth in this addendum shall survive even after the expiration or earlier termination of this Addendum.
7. The merchant confirms and agrees that he had entered this addendum at his sole risk and responsibility and shall be fully and solely responsible for any fraud or infringement claims filed by cardholders or the bank or 3rd party.
8. The Merchant agrees to display at his website the following information: -
9. Complete description of the Goods & Services provided
10. Refund/Return policy
11. Customer service contact including electronic mail address
12. Transaction currency
13. Export restrictions as applicable
14. Delivery policy
15. Country of Merchant Domicile
16. Logos of Credit Card accepted in the format authorized by the Card scheme provided to the merchant by the Bank
17. Import tariffs and/ or regulations
18. Security capabilities and policy for transmission of payment card details. [To let customers know how merchant is protecting their card data and other information]
19. Consumer data privacy policy
20. 2-Party (MO/TO) transactions Merchant should provide customer a receipt with following info:

* Merchant name & online address
* Transaction amount
* Currency
* Transaction date & shipping date
* Unique transaction ID
* Authorization code
* Card expiry date
* Description of services or merchandise

1. The Merchant acknowledges and understands that compliance of the aforesaid procedures are for its own protection and shall render itself liable towards the Bank and/or other parties for any breach of non-compliance with any of the aforesaid procedures. The Merchant also understands that the Cardholder’s Issuer Bank is entitled to demand at any time for any of the transaction documents.
2. If the Merchant’s site or transaction related data hacked, the Bank will not be responsible for any loss or damage arising from any act
3. The Bank should be informed in writing if any new site or banner linked with the Website

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1. The Bank hold the right to copy and retain the service codes of the Merchant Website
2. The Merchant shall be liable for any Cardholder’s dispute and shall not hold the Bank liable in any of the following circumstances:

* the Merchandise referred to in the order form has been returned to the Merchant, or claimed by the Cardholder to have been returned or,
* has not been received or claimed by the Cardholder not to have been received or,
* the services referred to in the order form are claimed by the Cardholder to have been unsatisfactory or,
* has not been obtained or claimed by the Cardholder not to have been obtained.
* The cardholder claims that transaction on card was not done by cardholder.

Save, as provided in this Addendum, all other terms & conditions in merchant agreement stated herein above remains the same except for the commission charges of The Addendum shall remain in force & effect.

**Fees: Ecomm MID**

* Visa Card Transactions 3.25 % flat all cards
* MasterCard Transactions ­­­ 3.25 % flat all cards
* JCB Card Transaction 3.25 % flat all cards
* Setup/Service ChargesUS$ \_\_\_\_\_\_\_\_\_\_ AED 5250/- incl vat
* Per Transaction Fee Aed 1
* Settlement Period T+ 7

X

**Transaction** **Currency of MID:**  **Aed**

**Merchant Details:**

URL Email

#### IP # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Proxy Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### Site Hosted by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hosting Company Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We agree to be bound by the terms and condition of this Addendum of the Merchant Agreement stated above

The Bank: The Merchant:

Name Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title Sr. Cluster Manager Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­\_\_\_\_\_\_\_ Seal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­\_\_\_\_\_\_\_\_\_

# Date 03 jan 2022 Date 03 jan 2022