GENERAL TERMS AND CONDITIONS-BEYON MONEY BUSINESS

1. GENERAL

Beyon Money Business is an expense management platform for companies offered by Beyon Money. The purpose of these General Terms and Conditions is to govern the Services provided under Beyon Money Business by Beyon Money to its Customers. The Services also include Wallet Services and Flexi Invest.

2. INTERPRETATION AND DEFINITIONS

2.1 Definitions

“Applicable Laws” means the laws applicable to the Services;

“ATM” means the automated teller machine of a financial institution;

“BHD” means the Bahrain Dinar.

“Bank Account(s)” means a bank account you hold with a financial institution;

“BENEFIT” means The BENEFIT COMPANY B.S.C. (Closed);

“Beyon Money Business App” means the app developed by Beyon Money under which the Employes will be able to view the transactions performed with the Beyon Money Business Card;

“Beyon Money Business Platform” means the platform accessible through the Beyon Money Business Website which allows the Customer to use the Services;

“Beyon Money Business Website” means the website developed by BFS which hosts the Beyon Money Business Platform;

“BFS” means Batelco Financial Services Company B.S.C. (Closed), licensed by the CBB as an Ancillary Services Provider;

“Beyon Investment” means Beyon Money Investments B.S.C. (Closed), licensed by the CBB as Investment Business Firm – Category 2;

“Beyon Money” or **“Beyon”** shall mean either BFS and/or Beyon Investment, together or separately, as the context requires.

“Beyon Business Money Card” means the physical or virtual payment and/or prepaid card issued by Beyon Money to your Employee(s) under your Wallet;

“Business Day” means a day which is not a Friday, Saturday or a public holiday in the Kingdom of Bahrain.

“CBB” means the Central Bank of Bahrain;

“Credentials” means your username and passwords (including but not limited to any PIN);

“Customer” or **“you”** means a natural person or a legal entity registered in the Kingdom of Bahrain, acting in the context of its professional activity, having accepted these Terms and Conditions and wishing to use the Services provided by Beyon Money;

“Device” means the device, such as mobile handsets, tablets or any other applicable device, on which (i) the Customer will access the Beyon Money Business Website and the Beyon Money Business Platform and (ii) the Employee will access the Beyon Money Business App;

“Employee” means an employee of the Customer to whom a Beyon Business Money Card is issued;

“Flexi Invest” means the investment product offered by Beyon Investment;

“Force Majeure Event” means any event beyond the reasonable control of the parties. Such events include but are not limited to acts of God, fire, acts of terrorism, natural disasters, infectious diseases, war, civil commotion, embargo, labor dispute, prevention from obtaining raw materials, power failure, acts of government;

“IGA” means the Information & Government Authority of the Kingdom of Bahrain;

“Intellectual Property Rights” means copyright (including rights in computer software), patents, trademarks, trade names, service marks, logos, business name (including Internet domain names), design rights, database rights, semi-conductor topography rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)) and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not including applications to register or rights to apply for registration) which may now or in the future subsist anywhere in the world;

“Insolvency Event” occurs if you become unable to pay your debts, enter into liquidation (except for the purposes of a solvent amalgamation or reconstruction), makes an arrangement with its creditors, become subject to an administration order or a receiver or administrative receiver is appointed over all or any of its assets or take or suffer any similar action in consequence of a debt, cease or threaten to cease trading or are dissolved;

“Main User” means the person duly authorized by the Customer to (i) enter into these Terms and Conditions on behalf of the Customer and (ii) perform the functions provided for in the General Terms and Conditions, within the limits of the authorizations issued to them by the Customer;

“Onboarding Procedure” means the onboarding procedure developed by Beyon Money to access the Services;

“PIN” means personal identification numbers;

“POS” means point of sale and refers to any place where a transaction might occur.;

“Regulation(s)” means the regulations applicable to the Services including, but not limited to, the Applicable Laws of the Kingdom of Bahrain, the Anti-Money Laundering regulations and Sanction Programs maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury’s Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce’s Entity List), the European Union or its member states, or other applicable government authority;

“Service” and/or “Services” means the services made available through the Beyon Money Business Platform and which include without limitation the Wallet Services and the Flexi Invest;

“Terms and Conditions” means these terms and conditions which constitute a binding agreement between Customer and Beyon Money in respect of the use of the Services; and

“Wallet” means your corporate e-wallet in which funds are stored that will allow you to access the Wallet Services and which must be credited from your Bank Account (the “Classic Wallet”) or your Flexi Invest (the “Flexy Wallet”), depending on the type of Service you have opted for.

2.2 Interpretations

2.2.1 Unless otherwise stated in these General Terms and Conditions, (i) words of one gender imply the other gender, (ii) words in the singular also imply the plural and vice versa, and (iii) the expressions "these General Terms and Conditions", "herein" and their derivative forms or similar expressions refer to the General Terms and Conditions in their entirety.

2.2.2 In the absence of use of the term "Business Day" as defined in Clause 2.1, the term "day" means a calendar day.

3. REGISTRATION

Registration of the Customer

3.1 If the Customer meets all the criteria indicated in the Onboarding Procedure (consistent with KYC/Compliance requirements dictated by the CBB) at the time of registration in the Beyon Money Business Website and the Beyon Money Business Platform, it can subscribe to the Services by following the steps indicated in the Beyon Money Business Website.

3.2 The Customer may only be a natural person or a legal entity acting for business purposes, registered in the Kingdom of Bahrain. The Services are intended exclusively for professional customers.

3.3 In any event, the Customer's registration implies the acceptance of these Terms and Conditions.

3.4 Beyon Money may, at its sole discretion, refuse to allow any person to register for the Services, without having to explain its refusal.

3.5 Subject to Applicable Law, Beyon Money reserves the right to make a credit-check on the Customer creditworthiness.

3.6 Beyon Money may reject a registration application to access the Services, or with immediate effect suspend or terminate the Services should the Customer fail to meet or comply with any of the above requirements or the terms of these Terms and Conditions.

3.7 When registering, you are required to opt between the Classic Wallet or the Flexi Wallet. If you opt for the Flexi Wallet, you acknowledge that you have read and agreed to the specific terms and conditions of Flexi Wallet as available in the following link: **https://www.beyonmoney.com/flexi-invest-terms-and-conditions/**.

3.8 When you opt for the Flexi Wallet, you will be required first during the Onboarding Procedure to register to Flexi Invest account.

Registration of the Employees

3.7 Any Employee to whom a Beyon Money Business Card is issued under the Customer Wallet should comply to the following:

(i) the Employee is 18 years or older;

(ii) the Employee is a resident of the Kingdom of Bahrain; and

(iii) the Employee is not legally prohibited from receiving the right to use the Beyon Money Business Card services in the Kingdom of Bahrain.

Updates

3.8 It is the Customer responsibility to update the information (on itself, the Main User, and the Employees) supplied to Beyon should any change occur. Beyon Money will not be liable for any issues, delays, losses or any other form of issue and/or damage that the Customer may incur due to Customer failure in updating the information supplied.

4. ACCEPTANCE OF THESE TERMS AND CONDITIONS

4.1 The acceptance of these Terms and Conditions the Customer is evidenced, during the registration process detailed in Clause 3, by the electronic acceptance of these Terms and Conditions by an authorized representative of the Customer.

4.2 By accepting these Terms and Conditions, the Customer expressly acknowledges that it has carefully read these General Terms and Conditions and, that it has understood them and that it accepts them in their entirety and without reservation.

4.3 The Customer undertakes to bring these Terms and Conditions to the attention of any Main User and the Employees and, to ensure compliance with the provisions of these Terms and Conditions by Main User and the Employees.

4.4 Customer shall be responsible for ensuring that each Main User and Employee complies with these terms and conditions where applicable. The Customer shall be liable for all acts and omissions of Employees and Main User purported to be carried out pursuant to these Terms and Conditions, where applicable. The Customer warrants, represents and undertakes that it shall ensure that all Employees and Main Users are made aware of the content of these Terms and Conditions and understand the obligations arising out of these Terms and Conditions.

5. ACCESS TO THE SERVICE

5.1 In these General Terms and Conditions, the term "Customer" must be interpreted as referring to the Customer acting through a Main User, with the necessary powers and authorizations, pursuant to the instructions provided by Customer in the Onboarding Procedure.

5.2 Any act, decision, instruction, or request entered by a User on the Beyon Money Business Website and the Beyon Money Business Platform will be considered as an act, decision, instruction, or request of the Customer.

5.3 Access to the Services by Customer, Main User and Employees require their registration on the Beyon Money Business Website and the Beyon Money Business Platform.

6. CREDENTIALS

Credential to access the Beyon Money Business Website and the Beyon Money Business Platform

6.1 To access the Services via the Beyon Money Business Website and the Beyon Money Business Platform, the Customer must use their Credentials.

6.2 Customer agrees that Beyon Money may accept and act upon any instructions provided to Beyon Money through the Beyon Money Business Website and the Beyon Money Business Platform when the Customer’s Credentials have been used to access the Beyon Money Business Platform, whether or not it is the Customer who accessed the Beyon Money Business Platform. Customer agrees that electronic display pages accessed by entering Customer’s Credentials constitute written documents and that clicking or otherwise electronically activating “OK”, “submit”, “continue”, “approve”, or similar areas of such pages according to on-screen instructions or otherwise submitting instructions electronically shall have the same legal effect as if Customer had signed by hand and delivered hard copy versions of such pages to Beyon Money with intent to be legally bound by their contents. Customer agrees that once such instructions are clicked or submitted, Beyon Money shall have no obligation to reverse them.

6.3 Customer is responsible for maintaining the secrecy and security of their Credentials. Customer should not disclose their Credentials to any third party. If any of Customer's Credentials is compromised, Customer must notify Beyon Money immediately in accordance with Clause 10.2 in order for Beyon Money to suspend/block the access to the Services and prevent any unauthorized transactions. The same communication channel shall be used to unlock/restore the Services. Customer will not be liable for any fraudulent/unauthorized transaction after Customer has notified Beyon Money that their Credentials have been compromised, the Services have been used fraudulently by an unauthorized person or that a Customer Device is stolen, missing or lost except when attributable to your negligence, bad faith or fraud.

6.4 Beyon Money is not responsible for any misuse of the Customer's Credentials, hacking, identity fraud or use of your Device(s) if lost, stolen or hacked. We treat all use of the Services as if they were conducted by Customer.

Credentials in relation to the Beyon Business Money Card

6.5 The provisions of Clauses 6.1, 6.2, 6.3 and 6.4 shall apply to inter alia to the Credentials of the Employee when using the Beyon Money Business Card.

7. GENERAL WARRANTIES/COMPLIANCE

7.1 Customer agrees that the Beyon Money Business Website, the Beyon Money Business Platform and the Services will not be used for illegal, fraudulent or unethical purposes or for purposes which could affect the security or integrity of the Beyon Money Business Platform, the Beyon Money Business Website, the Services, other Beyon Money users or customers or any other Beyon Money systems, hardware or software.

7.2 Beyon Money reserves the right to deny/restrict access to the Beyon Money Business Website, the Beyon Money Business Platform, or some or all of the Services under certain circumstances, or to reject any transaction in the following cases:

(i) if any of Customer's assets are attached or assigned by a legal order;

(ii) if we are required to do so by court order or Applicable Law;

(iii) if in the judgment of Beyon Money any activity on any of the Beyon Money Website, the Beyon Money Business Platform and/or the Services, is for illegal, unethical or fraudulent purposes;

(iv) if in the judgment of Beyon Money the access to the Beyon Money Business Website, the Beyon Money Business Platform or the Services is being performed fraudulently or without Customer's consent;

(v) if Customer is in arrears in any of their obligation to Beyon Money including but not limited to service charges;

(vi) if access to the Beyon Money Business Website, the Beyon Money Business Platform and/or the Services is being used to attempt to obtain unauthorized access to Beyon Money's other users or customers, systems, hardware or software;

(vii) if Customer is in breach of these Terms and Conditions (including breach of warranties);

(viii) if Customer's use of the Services is suspected to breach or breaches any Applicable Law or Regulation;

(ix) if a Customer device is lost or stolen;

(x) in order to comply with any Applicable Law and Regulation;

(xi) if there is an investigation or dispute raised against the Services and/or Customer (including but not limited to in compliance with a court order or due to anti-money laundering investigations);

and/or

(xii) if Customer suffers an Insolvency Event.

7.3 We are not liable for any losses and/or damages (direct or indirect, including but not limited to loss of profits, loss of business, or any indirect, consequential, special or punitive losses) incurred due to any denial/restriction to the Beyon Money Business Website, the Beyon Money Business Platform and/or the Services by us due to any of the reasons detailed in this Clause.

7.4 If Customer requests reinstatement of access to the Beyon Money Business Website, the Beyon Money Business Platform or any of the Services, Beyon Money may require that Customer takes certain steps or comply with any Beyon Money's requirements, before Beyon Money may permit access. Such steps may include, but are not limited to, starting the onboarding process again.

7.5 The provisions of this Clause 7 shall extend to the Employees when using the Beyon Business Money Card.

8. FEES

8.1 Customer agrees to pay the fees that may be applicable to Customer use of the Services.

8.2 Beyon Money reserves the right to amend or change any fee or charge applicable to the Services at any time; such amendments and changes shall be displayed on the Beyon Business Website.

8.3 Customer is solely responsible for keeping up to date with any changes in fees and charges. Beyon Money will not be liable for any losses, costs, damages or any other form of damage caused by its changes to fees or charges.

8.4 We may set off any amounts Customer owes to us, be it fees or charges detailed associated with the Services.

8.6 Customer is responsible for the payment of all taxes and duties (the "Taxes") associated with Customer's use of the Services including but not limited to sales, use, transfer, VAT, withholding and any other Taxes in any other form.

9. FUNCTIONALITIES OF THE BEYON MONEY BUSINESS PLATFORM

Subject to the Customer having satisfied the conditions in Clause 3 above, the Beyon Money Business Platform will allow the Customer to use the following Services: Wallet Services (Wallet being under the name of the Customer), the management of expenses service (being the issuance of Beyon Money Business Cards for the Employees) and Flexi Invest.

THE WALLET

9.1 The Wallet Services, created at the name of the Customer, will allow the Customer to:

(i) through the Beyon Money Business cards issued, purchase goods and services with merchants who accept the Beyon Money Business Card as a form of payment within the Kingdom of Bahrain;

(ii) receive funds transfer(s) into the Wallet (including funds from your Bank Account when you have opted for the Classic Wallet of from you Flexi Invest when you have opted for the Flexy Wallet);

(iv) transfer available funds from the Wallet to Flexi Invest, or Beyon Money Business cards issued; and

(vi) apply for Beyon Business Money Cards linked to the Customer Wallet for your Employees.

9.2 The Wallet is not a bank account. As such, there is no overdraft facility available for its use.

9.3 The Wallet displays all transactions conducted on it. The Customer must check their Wallet regularly and report any issues or irregularities to us as soon as he/she is aware of them.

9.4 The funds loaded into the Wallet may be subject to reversal by the payer or their respective bank or due to the Customer use of any of the Services. Should a deposited funds be subject to a reversal, we shall deduct such reversed funds from the balance of the Customer Wallet. We reserve the right to require your repayment of any negative balances in your Wallet.

9.5 When the Customer request to transfer funds from their Wallet, we will consider any instructions received on the Beyon Money Business Platform as authorized by the Customer pursuant to Clauses 4 and 5. It is the Customer responsibility to ensure that accurate and correct payment instructions are provided to us. We are not liable for any losses you may incur due to your failure in providing us with correct information.

9.6 Should we require additional information before acting on the Customer instructions, the Customer is required to provide us with such information within five (5) Business Days before we process such information. We reserve the right to reject any instructions which we, in our absolute discretion, deem insufficiently supported or justified.

9.7 The Customer must notify us immediately if the Customer suspects or becomes aware of any incorrect or unauthorized activity on their Wallet.

9.8 The Customer may dispute any transactions conducted on their Wallet through our disputes process detailed in these Terms and Conditions. Any dispute will be conducted and dealt with in accordance with the terms of Clause 10.2.

9.9 The Customer authorizes the Services to credit the funds the Customer receives on their Wallet. Customer also authorizes the Services to follow the instructions that it receives from Customer through the Wallet. When the Service receives an instruction, the Customer authorizes the Services to debit or charge your Wallet on your behalf. Beyon Money shall have the right to debit the Client's Wallet for any amount that has been erroneously credited or transferred to the Customer's Wallet, and the Client hereby irrevocably, and without any contestation, authorizes the Beyon Money r to reverse any entry and debit such amount from the Customer's Wallet without any liability on Beyon Money.

9.10 Beyon Money shall not incur any liability if it is unable to complete any payments initiated by the Customer for any reason beyond Beyon Money's control, including because of the existence of any one or more of the following circumstances:

(i) If, through no fault of the Services, the Customer doesn't have sufficient funds to complete the payment;

(ii) The Service's payment processing center is not working properly and Customer knows or has been advised by Beyon Money about the malfunction before you execute the payment;

(iii) Customer has not provided Beyon Money with the correct information, or information that Customer provided becomes incorrect; and/or

(iv) Circumstances beyond the reasonable control of Beyon Money (such as Force Majeure Event) occurs, even if foreseeable or foreseen, that prevent the proper execution of the payment.

9.11 Beyon Money rejects the right to credit funds into the Wallet or to process transfer(s) from the Wallet if the information required in relation to the transaction is inaccurate or incomplete. Beyon Money shall not be held liable for any loss Customer may incur as a result of such rejection.

9.12 When a payment instruction is received by Beyon Money, we will send the Customer a notification on the outcome of the transaction (acceptance or rejection) so the Customer can track the payment, the details of the payment beneficiary, reference number and breakdown of any applicable charges and fees are available in the app.

9.13 The Wallet will give the Customer and their Employees the option through the Beyon Money Business cards issued (i) to authorize directs payments to merchants and (ii) to process preauthorized transactions with merchants for transactions with a fixed amount payable on a recurring basis or without a fixed amount and payable on a recurring or non-recurring basis. The use of these options is at the Customer own risk and Beyon Money shall not be held liable for any loss or damage Customer may incur as a result of such payments being processed except in case of non-processed or defectively executed transaction directly attributable to Beyon Money gross negligence or willful misconduct, in which case Beyon Money will refund the Wallet with the amount of the non-processed or defectively executed transaction as soon as reasonably practicable. This covers the extent of Beyon Money's liability, and no additional costs, damages or reparations shall be payable by Beyon Money.

ISSUANCE OF BEYON MONEY CARDS FOR THE EMPLOYEES

9.14 The Beyon Money Business Platform will allow the Customer to apply for prepaid Beyon Money Business Cards (either physical or digital) for the Employees subject to the payment of the applicable charges.

9.15 The prepaid Beyon Money Business Cards are linked to the Wallet created by and under the name of the Customer.

9.16 Customer will be able to top-up the prepaid Beyon Money Business Cards through the Beyon Money Business Platform with fund coming through Customer Bank Account (if Customer has opted for the Classic Wallet) or through Customer Flexi Invest account (if Customer has opted for the Flexi Wallet).

9.17 The Employee Card may obtain certain information concerning the Beyon Money Business Card and recent transactions via the Beyon Money Business App.

9.18 The Beyon Money Business Card will allow the Employee to make transactions online, and make payments through POS, whether in the Kingdom of Bahrain or outside and subject to (i) the relevant merchant accepting the Beyon Money Business Card for processing payment or (ii) the POS accepting the Beyon Money Business Card. Employee will need to give their consent to each transaction so that we can check it is genuine by, where applicable, using the PIN and/or OTP verification.

9.19 In the event the Customer requests a Beyon Money Business Card in a physical form, it shall be delivered to the registered address as indicated at the time of registration to the Services. Customer shall ensure that the necessary documents/proofs evidencing the Employee's identity are kept ready for due verification by the courier agency at the time of actual delivery of the Beyon Money Business Card in physical format at the address communicated by the Customer.

9.20 The Beyon Money Virtual Card will be activated once the Employee has been onboarded successfully. If a physical card has been requested and issued, the Customer shall ensure that Employees activate the physical Beyon Money Business Card from the Beyon Money Business App.

9.21 Employee, through the Beyon Money Business App, should check that sufficient funds are available on the Beyon Money Business Card prior to attempting to make any transaction to avoid disappointment or embarrassment if the Beyon Money Business Card is declined. If there are insufficient funds on the Beyon Money Business Card to pay for a transaction the Beyon Money Business Card may be declined. The Beyon Money Card can only be used if it has a positive balance.

9.22 The Beyon Money Business Card is not a bank account. As such, there is no overdraft facility available for its use.

9.23 Funds loaded into the Beyon Money Business Card may be subject to reversal. We reserve the right to require the Customer the repayment of any negative balances in a Beyon Money Card pertaining to an Employee.

9.24 Employee and/or Customer must notify us immediately if they suspect or become aware of any incorrect or unauthorized activity on a Beyon Money Business Card.

9.25 Employee and/or Customer may dispute any transactions conducted on a Beyon Money Business Card through our disputes process detailed in these Terms and Conditions. Any dispute will be conducted and dealt with in accordance with the terms of Clause 10.2.

9.26 The Customer may request to have a Beyon Money Business Card temporarily blocked online in the Beyon Money Business Platform and the Employee may do the same on the Beyon Money Business App.

9.27 Any termination of a Beyon Money Business Card shall be made online in the Beyon Business Platform.

9.28 Upon termination of a physical Beyon Money Card, the Beyon Business Money Card shall be returned by Employee to the Customer.

9.29 Beyon Money reserves the right to terminate a Beyon Business Money Card for cause subject to a thirty (30) days' prior written notice or immediately upon the Employee and/or Customer failure to adhere to or comply with these Terms and or upon receipt of any legal and/ or regulatory directions to that effect. The cause of termination shall be duly motivated by Beyon Money.

9.30 Upon termination of the Beyon Money Business Card, for whatsoever reason, all amounts due to Beyon Money will be deducted from the Wallet. In case of positive balance, the amounts shall be credited from Beyon Business Money Card to the Wallet.

9.31 If a Beyon Money Business Card is reported as defective, damaged, lost, as used by unauthorized third-party (to the extent such unauthorized use its not attributable to the Employee negligence), expired or subject to an upgrade then Beyon Money will issue a replacement Beyon Money Business Card. We will notify the Customer reasonably in advance of such replacement, and the replacement Beyon Money Business Card will be deemed accepted if the Customer fails to reject such replacement within seven (7) days from the day we notify the Customer of the envisaged replacement. Replacement Beyon Money Business Card(s) may be subject to replacement charges.

9.32 If the Customer and/or Employee believe or if it comes to Customer and/or Employee knowledge that:

(i) Beyon Money Business Card details are stolen; or

(ii) the Beyon Money Business Card details have been compromised; or

(iii) there have been unauthorized transactions on account of usage of the Beyon Money Business Card; or

(iv) the Beyon Money Business Card or Device supporting the Beyon Money Card is lost, stolen or destroyed;

Customer and/or Employee must notify Beyon Money immediately online in the Beyon Money Business Website and the Beyon Money Business Platform or the Beyon Money Business App, as the case may be, or by written notifications to Beyon Money in accordance with Clause 10.2 and the Customer shall remain liable for any transactions processed with a Beyon Money Business Card prior to receipt of such notification to Beyon Money.

9.33 The Beyon Money Business Card is subject to certain charges as displayed in the Beyon Money Business Website and the Beyon Money Business Platform and which include, without limitation, annual fees, additional charges pertaining to certain services and other fees. We reserve the right to change these charges and fees subject to a thirty (30) days' prior notice by the mean of notification we believe is more appropriate. Customer may terminate the Beyon Money Business Card within fifteen (15) days from the date of notification to Customer of such changes, beyond this period, the changes shall be deemed accepted by Customer.

9.34 The value of all transactions made with the Beyon Money Business Card will be charged in the currency of the Wallet as advised by Customer. The transactions settled in currencies other than the currency of the Wallet will be debited from the Wallet after conversion into the Wallet currency at a rate of exchange to be determined by Beyon Money from time to time. All transactions that are conducted or contracted in currencies other than US Dollar ($USD) will first be settled in $USD and then converted to and settled in the currency of the Wallet.

9.35 The Customer will remain liable for any transaction performed under a Beyon Money Business Card which is processed prior to the notification process set out in Clause 9.32 above. Customer shall have no liability in respect of such transactions processed after Beyon Money has been notified pursuant to Clause 9.32, provided however that this limitation of liability shall not apply when it has been demonstrated that the Customer and/or the Employee has been acting in bad faith or fraudulently.

9.36 After Customer or Employees notifies Beyon Money pursuant to Clause 9.32, Beyon Money will immediately block the Beyon Money Business Card and will provide Customer and Employee reasonable assistance in investigating the compromised transactions.

9.37 **Payments on third-party platforms:**

The Beyon Money Business Card will give the Employee the option to authorize directs payments to merchants and to process preauthorized transactions with merchants for transactions with a fixed amount payable on a recurring basis or without a fixed amount and payable on a recurring or non-recurring basis. The use of these options is at the Employee and Customer own risk and Beyon Money shall not be held liable for any loss or damage Customer may incur as a result of such payments being processed except in case of non-processed or defectively executed transaction directly attributable to Beyon Money gross negligence or willful misconduct, in which case Beyon Money will refund the Beyon Money Business Card or the Wallet with the amount of the non-processed or defectively executed transaction as soon as reasonably practicable. This covers the extent of Beyon Money's liability, and no additional costs, damages or reparations shall be payable by Beyon Money.

Programs and Rewards– Beyon Money may from time-to-time launch Beyon Money Business Card Rewards programs (for example, cashback rewards) ("Program(s)") in partnership with merchants. A Program may allow each eligible Beyon Money Business Card the opportunity to earn Rewards (including but not limited to cashback rewards or other forms of rewards determined by Beyon Money at its sole discretion) ("Reward(s)") to be credited to the participant's Beyon Money Business Card upon (i) achieving a designated threshold of earned Rewards or (ii) completing certain transactions. Beyon Money will notify the Main User when a Program is launched together with its applicable rewards and terms and conditions. The benefit of the Rewards collected, are for the sole benefit of the Customer.

9.38 **General Cashback Rewards Specific Terms:**

(i) Eligible purchases must be made with the Beyon Money Business Card. Transfers, ATM cash withdrawals and top-up of Wallets are not eligible for cashback offer.

(ii) Beyon Money Cashback Rewards are calculated based on the percentage of each eligible purchase.

(iii) Beyon Money is not responsible for any delays, failure to deliver, or miscalculations of Beyon Money Cashback Rewards amounts.

(iv) Cashback Rewards may be reclaimed if the Employee cancels, charges back or returns an eligible purchase.

(v) Purchases made before the expiration and/or revocation of the Beyon Money Cashback Rewards offer that post after such expiration or revocation are not eligible purchases and will not earn Cashback Rewards.

(vi) All Beyon Money promotional offers and/or rewards are valid only for Customers who have successfully completed the Onboarding Procedure and comply with these Terms and Conditions.

(vii) Beyon Money promotional offers and/or rewards are subject to updates, limitations, modifications and/or termination by Beyon Money at its sole discretion. Beyon reserves the right to end a promotional offer at any time. Beyon Money may also revoke any offer or reward from any customer or may cancel or remove a reward from any Customer's account who Beyon Money in its sole discretion deems or suspects: (a) has abused the promotional offer; (b) has violated any applicable terms and conditions; (c) has violated these Terms and Conditions; (d) has engaged in any activity it deems fraudulent or in violation of applicable law; or (e) for any other reason.

(viii) All Beyon Money rewards are redeemed via a credit to the Wallet. Beyon Money reserves the right to review any account or transaction related to this program, at its sole discretion, without notice, and delay completion of the reward.

9.39 **Supplementary Terms** – Supplementary terms applicable to Programs and Rewards are further detailed and fully available at https:// www.beyonmoneybusiness.com. For the avoidance of doubt, these are in additions to and not in derogation of these Terms and conditions.

FUND MANAGEMENT

9.40 If Customer has opted for the Classic Wallet, Customer (and not the Employee) will be able to open a Fund Management account through the Beyon Business Platform.9.42 Customer (and not the Employee) will be able to open a Fund Management account through the Beyon Business Platform.9.43 If Customer has opted for Fund Management, Customer (and not the Employee) will be required to open a Fund Management account during the Onboarding Procedure (as indicated in Clause 3.8); in which case the Customer Fund Management account will be the only source of funds allowed for the corresponding Fund Management.

10. GENERAL

10.1 Term and Termination

10.1.1 These Terms and Conditions shall become binding once you select "Accept" and shall continue unless terminated pursuant to this Clause 10. You agree that the commencement date of each individual Service is contingent upon Beyon Money accepting the relevant registration for each individual Service.

10.1.2 You may terminate Terms and Conditions at any time after notifying Beyon Money in accordance with this Clause 10 and the termination by you of a specific Service shall not affect the validity of Terms and Conditions with regards to the remaining Services.

10.1.3 Your termination of Terms and Conditions shall only be effective after you settle all amounts, charges, and other fees that are due to Beyon Money under the Services that you have subscribed to.

10.1.4 Beyon Money reserves the right to terminate or suspend in whole or in part Terms and Conditions in any of the following cases:

(i) if any of your assets are attached or assigned by a legal order;

(ii) we are required to do so by court order or Applicable Law;

(iii) if in the judgment of Beyon Money any activity on any of your of the Services, is for illegal or fraudulent purposes;

(iv) if in the judgment of Beyon Money access by you to the Beyon Business Website, the Beyon Money Business Platform Wallet, Beyon Money Business App or more generally the Services is being performed fraudulently or without your consent;

(v) if you are in arrears in any obligation to Beyon Money including service charges, etc.;

vi) if Beyon Money Business Website, the Beyon Money Business Platform Wallet, Beyon Money Business App or more generally the Services are being used to attempt to obtain unauthorized access to Beyon Money systems, hardware or software;

(vii) you are in breach of these Terms and Conditions (including breach of warranties);

(viii) your use of the Services is suspected to breach or breaches any Applicable Law or Regulation;

(ix) in order to comply with any Applicable Law and Regulation;

(x) for convenience; and

(xi) if you suffer an Insolvency Event.

10.1.5 Pursuant to the termination of these Terms and Conditions, and subject to the settlement by you of all amounts, charges, and other fees that are due to Beyon Money or under the Services that you have subscribed to, Beyon Money's only liability to you shall be limited to the refund to the original source bank account or as prescribed by a regulatory authority, as applicable, of any credit available on your Wallet. This shall be without prejudice of other rights that Beyon Money may have against you should these Terms and Conditions be terminated by Beyon Money as result of you breaching the terms of Terms and Conditions.

10.1.6 Beyon Money may, at its sole discretion, reinstate the Services if it is satisfied that you have rectified any breach of this Terms and Conditions or the reason for the initial suspension of the Service no longer applies.

10.2 Notifications- Resolving disputes and complaints

10.2.1 Notification relating to a transaction (refund or incorrect executed payment transaction):

support@beyonmoneybusiness.com

10.2.2 Notification to report any fraudulent/unauthorized use of the Services, suspect transaction, compromised Credentials, Device stolen/missing /lost:

support@beyonmoneybusiness.com

10.2.3 Technical assistance:

support@beyonmoneybusiness.com

10.2.4 General Notification:

support@beyonmoneybusiness.com

10.2.5 Complaints:

complaints@beyonmoneybusiness.com

10.2.6 Dispute Investigation

Any dispute raised by you shall be subject to the investigation process by the Beyon Money when raising any dispute. You will be contacted by Beyon Money for additional information supporting the investigative process, if necessary.

10.2.7 Additional Information

You may also contact us through our social media on Instagram (@beyonmoney.business) or through our website (https://www.beyonmoneybusiness.com).

10.3 Protection of Personal Information

10.3.1 You acknowledge and expressly agree to Beyon Money collecting personal information about you. Such information may be collected from you and others or generated within our network when you or anyone else uses the Services or any other service.

10.3.2 You acknowledge and expressly consent to Beyon Money using your information for any lawful purpose including providing you with the Services, account management, billing, debt collection, credit assessments, directory purposes, market research, customer profiling, product and service development, marketing and customer care.

10.3.3 Your customer information may be retained for a reasonable period of time in a secure environment. You acknowledge that calls to our customer care centre may be recorded for training and quality control purposes.

10.3.4 You acknowledge and expressly consent Beyon Money disclosing your information to third parties (such as to our agents, credit agents and other carriers) for purposes including credit referencing, fraud detection and prevention, debt collection, investigating insurance claims, directory purposes, for any reason required by law and for any other lawful purpose.

10.3.5 You may ask to see your account information and any other information that we hold about you and ask for any details that are wrong to be corrected. We reserve the right to refuse such a request where we are unable to verify that the person requesting the information is in fact you or a person authorized by you. We shall not be liable for the disclosure or non-disclosure of such information or for any inaccuracy or lack of completeness of any information disclosed.

10.3.6 For more information, please refer to our data privacy:

https://www.beyonmoney.com/privacy-policy/

10.3.7 When you are required in the process of registration to a Service to operate a biometric (fingerprint, touch or face ID) identification (eKYC), you understand that such identification is performed by the Whatiq electronic know your client (eKYC) platform developed by the BENEFIT Company designed to authenticate, receive and verify your identity and information from the IGA periodically to banks, financial institutions, financial service providers and approved entities by the CBB. You agree that the Whatiq (eKYC) will collect on behalf of Beyon Money the information as per CBB requirements when you request a service from entities approved by the CBB:

(i) Personal and ID information;

(ii) Contact information;

(iii) Account details;

(iv) Employment details;

(v) Residency information.

10.3.8 You agree that your information will be retained for ten (10) years and might be shared with third parties within and outside Bahrain for the purposes of regulatory requirement, cloud storage, statistic and others and you confirm that you have read the above and fully understood the purposes in which Wathiq retains your information, and provide your consent to the BENEFIT Company to collect, retain, process, update, disclose and transfer this information for eKYC purposes.

10.3.9 You shall be responsible for obtaining the consent from your Employees for the exchange and processing of their personal data in order to allow us to perform the Services under these Terms and Conditions.

10.4 Warranties

10.4.1 You represent and warrant that:

(i) You are eligible to use the Services offered by Beyon Money and you have the full capacity to enter into and fulfill these Terms and Conditions;

(ii) all information provided by you to Beyon Money, including information provided during any registration process, is true and complete, and that it is not misleading;

(iii) You will only use the Services to transact on our own account and not on behalf of any other person or entity unless you are specifically approved to do so under the Beyon Business Money Plaftform and Beyon Money approves after being informed of the previous by written notice;

(iv) You and all transactions initiated by you will comply with all Applicable Laws and Regulations;

(v) You will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Services;

(vi) You are compliant with Applicable Laws and Regulations; and

(vii) You are not suffering and Insolvency Event,

10.4.2 Beyon Money cannot guarantee that the Service will be free from faults and interruptions which arise from factors which are outside Beyon Money's control, whether as a result of network performance, third party interference or otherwise. You accept that you may not be able to receive the Services where certain technical restrictions arise, although Beyon Money shall use reasonable endeavors to keep any disruption to the provision of the Service in such circumstances to a minimum.

10.4.3 Save as expressly provided in these Terms and Conditions and to the extent permissible under the Applicable Law and Regulations, all warranties, terms and conditions (whether implied by common law, statute, custom or otherwise) regarding the Services and/or the App are hereby excluded.

10.4.3 The services are provided “as is” without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantabilityand fitness for a particular purpose.

10.5 Liability

10.5.1 Beyon Money will not be liable for failure to provide the Services caused by a Force Majeure Event.

10.5.2 Beyon Money does not in any way exclude or limit its liability for (i) death or personal injury resulting from the negligence of Beyon Money or its directors, officers, employees, contractors or agents; or (ii) in respect of fraud, any fraudulent statements made by Beyon Money or its directors, officers, employees, contractors or agents.

10.5.2 Subject always to Clause 10.5.2, Beyon Money shall not have any liability to you in respect of your use of the Services which is not in accordance with these Terms and Conditions.

10.5.3 Subject always to Clause 10.5.2, Beyon Money shall not be liable to you, whether in contract, tort or otherwise arising out of this contract for (i) any loss of profits, revenue, anticipated savings, loss or corruption of data, loss of contract or opportunity or loss of goodwill; or (ii) any indirect or consequential loss of whatever nature, which could be described as indirect or consequential and whether or not reasonably foreseeable, reasonably contemplatable, or actually contemplated by the parties at the time of the commencement of the Services.

10.5.4 The liability of Beyon Money Investment BFS to you is several not joint and the liability of each of Beyon Money Investment and BFS shall be limited to the specific Services provided by each of them.

10.5.5 Beyon Money is not involved in nor responsible for any of the transactions performed under the Beyon Business Website, the Beyon Business Platform, the Beyon Money Card(s) or, Wallet or Services with any external service or product provider. You acknowledge that Beyon Money is not the operator of these external services nor the provider of these external products (for the avoidance of doubt, external services and products means any product purchased from any third party other than Beyon Money). Beyon Money shall not be responsible nor shall it be involved in any issues that may arise between you and a service or product provider due to a failure by them in providing you with agreed to services or products. We will not be liable to You in respect of any losses You or the Employee may suffer in connection with or arising from the Beyon Money Card, except where such losses are due to a breach by us of these Terms and Conditions or due to our negligence. In addition, we will not be liable for disputes concerning the quality of goods or services purchased from any merchant that accepted a Beyon Money Card or for any additional fees charged by the operator of POS or ATM terminals.

10.5.6 Beyon Money shall under no circumstances be liable for any losses or damage incurred by you due to:

(a) any dealing conducted between you and a third party based on the advertising appearing in the Beyon Business App or the Beyon Business Website (regardless of the accuracy or misleading nature of such advertising); and

(b) any alteration, modification, reduction or cessation to the Services as a whole or any part thereof;

(c) any malfunction of the Services including but not limited to deletion, corruption or any other error which may hinder or disrupt the Services or its communication of data.

10.5.6 You remain wholly liable for all amounts in your Wallet and/or Beyon Money Card including but not limited to any negative balances. Beyon Money shall have the right to take necessary actions to recover any amounts owed by you to us. You will be liable to pay us upon claim all amounts associated with the collection including but not limited to legal fees, court costs and collection agency fees.

10.5.7 You agree to indemnify, defend and hold Beyon Money harmless absolutely from and against all costs, losses, claims, damages and expenses (including without limitation any legal costs) of any kind whatsoever, whether foreseeable or not, that may be suffered by Beyon Money as a result of your use of the Services (or anyone using the Service with your permission such as the Main User and the Employees), which are brought or threatened against us by a third party where you are at fault.

10.5.8 You will indemnify, defend and hold harmless us and our affiliates (and Their respective employees, directors, agents and representatives) from and against any and all claims, costs, actions, suits, or demands and any related losses, damages, liabilities, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys’ fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to

(i) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms and Conditions, including without limitation any violation of policies; (ii) any actual or alleged infringement, misappropriation or violation of any third-party rights or applicable law by your trademarks used in connection with the Services, the Beyon Business Website, the Beyon Business Platform or the Beyon Business App; (iii) your use of the Wallet Service; or (iv) any transaction submitted by you through the Services.

10.6 Intellectual Property Rights

10.6.1 The Beyon Business Website, the Beyon Business Platform, the Beyon Business App and the Services will contain certain software to enable you to use or have full access to certain features of the Service.

10.6.2 Beyon Money and its licensors retains title to and ownership of all the software for the Beyon Business Website, the Beyon Business Platform, the Beyon Business App and the Services. You agree not to do anything to limit, interfere with, or otherwise jeopardize in any manner such rights, title and interest.

10.6.3 Beyon Money also retains ownership of all intellectual property rights in an into the Beyon Money and Beyon Business trademarks and logos.

10.6.4 Any attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, reproduce, copy, distribute or use for other purposes Beyon Business Website, the Beyon Business Platform, the Beyon Business App, the Services or their applicable software is strictly prohibited.

10.7 Amendment

Beyon Money reserves the right to amend these Terms and Conditions any time. If Beyon Money does make any amendments it will inform you of such changes either by posting the changes on the Beyon Business Website, on the Beyon Business App or by other means as Beyon Money sees fit. You agree that your continued use of the Service after any amendments to these Terms and Conditions shall be evidence of your intention to be bound by these Terms and Conditions as amended in accordance with this Clause 10.7.

10.8 No Partnership

Nothing in these Terms and Conditions creates a joint venture, partnership or any employment relationship between Beyon Money and you and nothing in these Terms and Conditions makes one party the agent of the other. Unless otherwise agreed in these Terms and Conditions, neither party is authorized or empowered to act as agent for the other for any purpose and neither party may, on behalf of the other, enter into any contract, warranty or representation as to any matter.

10.9 Assignment

You may not assign or otherwise dispose of any of your rights or obligations under these Terms and Conditions. You agree that Beyon Money may assign their rights and obligations under these Terms and Conditions.

10.10 Waiver

No failure of either party to exercise, and no delay by it in exercising, any right, power or remedy in connection with these Terms and Conditions (each a “Right”) shall operate as a waiver of that Right, nor shall any single or partial exercise of any Right preclude any other from further exercise of that Right or the exercise of any other Right.

10.11 Invalidity

If any provision in these Terms and Conditions shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties, and to the extent it is not possible to delete or modify the provision, in whole or in part, under this Clause then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of these Terms and Conditions and the legality, validity and enforceability of the remainder of these Terms and Conditions shall, subject to any deletion or modification made under this Clause not be affected.

10.12 Force Majeure

Beyon Money will not be responsible for its failure to perform all or any of its duties arising under these Terms and Conditions in case of a Force Majeure Event.

10.3 Applicable Law and Jurisdiction

These Terms and Conditions, and any disputes, which arise under them, shall be exclusively governed and construed in accordance with the laws of the Kingdom of Bahrain and subject to the exclusive jurisdiction of the Kingdom of Bahrain.