



TERMS AND CONDITIONS

CARDHOLDERS /
SHOPPERS

TERMS AND CONDITIONS – CARDHOLDERS / SHOPPERS

Please read these Qatar Pay Terms and Conditions ("Terms") which apply when you choose to add your payment card ("Card") to Qatar Pay. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF USE, YOU MUST NOT ADD AND USE ANY CARD USING QATAR PAY APP

You are solely responsible for maintaining the confidentiality of your Device User ID, Device Password and any other means that you may from time to time have to access the application. If you share these credentials with any other person, they may be able to use your Card(s) and get access to your personal and payment information.

These Terms of Use govern your access to and use of your Card only as between Qatar Pay and you. Your device manufacturer, your wireless carrier, and other third-party services or websites incorporated in the Mobile Payment Services may have their own terms and conditions and privacy policies.

ELIGIBILITY

You must have the power, authority and capacity to accept these Terms of Use. If you are a minor under the laws of the jurisdiction in which you enter into this Agreement (under 18 in most States), you must have provided the consent of the Cardholder to add the VISA/Master Debit Card to Mobile Wallet and, by Adding or using the Mobile Card, you acknowledge and agree that you have received that consent.

YOUR CARD, ACCOUNT, AND ECOMMERCE TERMS DO NOT CHANGE

The Terms, Agreements, and disclosures that govern your Card, the account tied to the Card, and use of Online Banking continue to apply when you add your Card to Qatar Pay. Qatar Pay simply provides another way for you to make purchases with the Card. Any applicable fees and charges that apply to your Card will also apply when you use Qatar Pay to access your Card as per your Banks terms and conditions. **Qatar Pay will charge a nominal fee (3QR Card Adding Fee) while adding an account into Qatar Pay App.**

RESTRICTIONS

Qatar Pay hereby grants you a non-exclusive, non-transferable, limited, personal and revocable right and license to access and use Qatar Pay for your personal use only, provided that you comply fully with all the clauses of this Agreement.

Use of Qatar Pay requires Your Device to have access to Internet via mobile network or Wi-Fi (fees may apply), and requires obtaining updates or upgrades from time to time. Because use of Qatar Pay hardware, software, Internet access and applicable updates, your ability to use Qatar Pay (including without limitation to receive transaction notifications) may be affected by the performance of these factors. You acknowledge and agree that complying with such system requirements, which may be changed from time to time, is your responsibility.

You shall not interfere or attempt to interfere with the operation or use of Qatar Pay in any way through any means or device including, but not limited to, spamming, hacking, and uploading computer viruses or time bombs, or any other means. You may not use Qatar Pay for commercial purposes or for any purpose that is unlawful or prohibited by the Terms of service. You are specifically prohibited from using Qatar Pay in connection with any content, services, programs or applications that (i) are in violation of any third party's rights, including but not limited to intellectual property rights; or (ii) contain viruses or other harmful software, code or other malwares that impact or limit the functions or services provided by Qatar Pay. Qatar Pay is not permitted to be used on, and may not function on, Devices which have had security measures removed ("rooted")

You may not reverse-engineer, copy, decompile, disassemble, derive the source code of, modify, adapt, capture, reproduce, publicly display, publicly perform, transfer, sell, license, create derivative works from or based upon, republish, upload, edit, post, transmit, distribute, exploit, circumvent or otherwise translate (or encourage or assist any other person to do any of the foregoing) Qatar Pay in whole or in part.

ADDING CARDS IN QATAR PAY APP

You can add an eligible Card to Qatar Pay by following the instructions of the Qatar Pay. Only Cards that are authenticated by the issuers are eligible can be added to the Qatar Pay. Currently you can add only Visa and Master Branded Cards in Qatar Pay App. Qatar Pay allows you to use the Card to enter into transactions with Qatar Pay merchants.

REMOVING CARD FROM QATAR PAY APP

Qatar Pay App has option for the user to remove the card from Qatar Pay app.

PAYMENTS

You may make payments using Qatar Pay within participating merchant where you see a Qatar Pay banner at checkout and cashier counters. You will be required to scan Merchants QR code (Static or Dynamic) to complete your payment. Your Merchant can also request payment against purchase of goods and services.

FEE

All Applicable fee and charges, as per prevailing Schedule of Charges (SoCs) , will be applicable on the transactions and charged to your card.

OFFERS, PROMOTIONS AND OTHER LOYALTY PROGRAMS

Offers and promotions, including coupons, tickets, deals, discounts and vouchers (“Offers”) may be provided from time to time via Qatar Pay App.

INDEMNITY

Cardholder agrees to indemnify, defend and hold Qatar Pay harmless from and against any and all losses, claims, damages, liabilities, regulatory or civil actions, costs or expenses (including any attorneys' fees) that arise out of and/or resulting from:

- Your failure to observe your obligations under these Terms;
- Mastercard or Visa imposing fines, fees, or penalties on us in accordance with the Cards rules and regulations as a direct or indirect result of your failure to observe your obligations under these Terms;
- Any dispute, whatsoever, between you and a Merchant in relation to any transaction, agreement, quality and delivery of goods and services;
- Any error, negligence or fraud relating to a transaction by you, your servants, agents, employees, or contractors

RIGHT TO UPDATE TERMS

Qatar Pay at any time may change the Terms of its services for the user. You may access the Terms tab to check for updated terms. In case you don't get agree with any of them you shall immediately remove your card from Qatar Pay App. Keeping card in Qatar Pay app will be deemed as your consent on the available Terms.

Offers and Loyalty Programs may be subject to additional terms and conditions established by the relevant Merchant. For example, Offers may have expiration dates, one-time Offers may only be used once only and Offers must not be shared. Where any Offer or Loyalty Program is provided by a Merchant

TERMINATION

Qatar Pay has the right to immediately terminate your relationship and block app without assigning any reason

SECURITY

OTP is used for security verification where Cardholders are required to key in a six (6) digit code while signing up, logging in and adding the card in Qatar Pay App. The OTP will be sent via short messaging system (SMS)/e-mail to customer's registered mobile number/e-mail address with Qatar Pay.

You acknowledge that the delivery of the OTP may be delayed or prevented by factor(s) outside the Qatar Pay's control. Qatar Pay shall not be liable for any loss, damage, expenses, fees, costs (including legal costs on a full indemnity basis) that may arise, directly or indirectly, in whole or in part, from:

- The non-delivery, the delayed delivery, or the misdirected delivery of the OTP
- The non-receipt of the OTP
- Inaccurate or incomplete content in the OTP
- Reliance on or use of the information provided in the OTP.
- Misuse of OTP

You are required to change your password on a frequent basis. You understand and acknowledge that Qatar Pay shall not be responsible for any consequences arising out of download of the Qatar Pay App application by you from any third-party application store which is not published by Qatar Pay.