

Terms & Conditions (Aloha Dot)

Legal Agreement

The Terms and Conditions described here constitute a legal agreement ("Agreement") among the sole proprietor or business listed as the "Merchant" on the Aloha dot registration page, (the "Merchant" on the registration page, sometimes referred to as "you, "your", "user"), Aloha dot ("Aloha dot"), Payment processor ("processor"), and Business Bank, collectively with Aloha dot and the payment processing partner referred to as "we", ("our" or "us").

A. The Aloha dot Service (the "Service")

1. The Processor:

The Payment Processor is a technical service provider and may offer the services as an agent of one or more financial institutions in the operating countries (each, a "Financial Services Provider"). The processing and settlement of your Transactions (as defined below) ("Payment Processing") are carried out by the Processor. By accepting this Agreement, you are also accepting and agreeing to be bound by the Processor Terms which are a legal agreement between you and the Processor."

We reserve the right to change the Processor, subject to the terms of our agreement with Processor. In the event of any inconsistency between this Agreement and the Processor Terms, this Agreement shall prevail, except in the event of any inconsistency between this Agreement and the Processor Terms concerning Payment Processing or the Processor Account, in which case the Processor Terms shall prevail.

The Processor' s role is to accept and process credit card, debit card and other types of payments (collectively "Cards") with respect to sales of your products and services through internet-based transactions ("Card Not Present Transactions" or "CNP Transactions"). If applicable, POS Equipment permits transmission of data to the Processor from in-person, point-of-sale transactions ("Card Present Transactions" or "CP Transactions") as well as manually entered transactions ("Keyed Transactions"). CNP Transactions, CP Transactions and Keyed Transactions shall be referred to herein, collectively, as "Transactions" .

2. Our Software:

Aloha dot provides the payment software to enable you to use the Service. We reserve the right to require you to install or update any and all software updates to continue using the Service. The foregoing offering is separate and distinct from the Aloha dot e-commerce and other services that are provided by Aloha dot under separate terms and conditions, which are independent of this Agreement (such services being an "Aloha dot Account" and such agreement being the "Aloha dot Merchant Agreement").

3. Authorization for Handling of Funds

By accepting this Agreement, you authorize Payment processor provide to hold, receive, and disburse funds on your behalf when such funds from your card transactions settle from the Payment Networks. You further authorize Aloha dot to determine the manner of how your card transaction settlement funds should be disbursed to you (such as by bank transfer or sending you a paper check payable to you) and the timing of such disbursements. You also authorize Payment processor provider to hold settlement funds in a deposit account at a local financial institution pending disbursement of the funds to you in accordance with the terms of this Agreement. You agree you are not entitled to any interest or other compensation associated with the settlement funds held in the deposit account at Local financial institution pending settlement to your designated bank settlement account, that you have no right to direct that deposit account, and that you may not assign any interest or grant any security interest or lien in the settlement funds or the deposit account at Local financial institution. From time to time, we may make available to you information in the Aloha dot account regarding anticipated settlement amounts that we have received on your behalf from the Payment Networks and are being held by us pending settlement. The settlement information reflected in the Aloha dot account is for reporting and informational purposes only, and does not create any ownership or other rights in settlement funds, which are provisional credits only, until such funds are credited to your designated bank settlement account. Your authorizations set forth herein will remain in full force and effect until your Aloha dot account is closed or terminated.

4. Payment Methods through Payments cards:

processing service supports most issued cards with a Payment Network logo, including credit, debit, pre-paid, or gift cards. Payment processor provide will only process card transactions that have been authorized by the applicable Payment Network or card issuer. You are solely responsible for verifying the identity of users and of the eligibility of a presented payment card used to purchase your products and services, and Payment processor provide not guarantee or assume any liability for transactions authorized and completed which may later be reversed or charged back (See Chargebacks section below). You are solely responsible for all reversed or charged back transactions, regardless of the reason for, or timing of, the reversal or chargeback. Payment processor provide may add or remove one or more types of cards as a supported payment card any time without prior notice to you.

5. Customer Service

The Processor and Aloha dot will provide you with customer service to resolve any issues relating to your Aloha dot account, your card payment processing and use of our software, and the distribution of funds to your designated bank settlement account. You and you solely, are responsible for providing service to your customers for any and all issues related to your products and services, including but not limited to issues arising from the processing of customers' cards through the Service.

6. Taxes and Reporting

It is your responsibility to determine what, if any, taxes apply to the sale of your goods and services and/or the payments you receive in connection with your use of the Service ("Taxes"). It is solely your responsibility to assess, collect, report, or remit the correct tax to the proper tax authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction. You acknowledge that we may make certain reports to tax authorities regarding transactions that we process and merchants to which we provide card payment services.

7. Security

Aloha dot and the processor maintain commercially reasonable administrative, technical and physical procedures to protect all the personal information regarding you and your customers that is stored in our servers from unauthorized access and accidental loss or modification. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use such personal information for improper purposes. You acknowledge that you provide this personal information regarding you and your customers at your own risk.

8. Audit Right

If we believe that a security breach or compromise of data has occurred, Aloha dot may require you to have a third-party auditor that is approved by Aloha dot conduct a security audit of your systems and facilities and issue a report to be provided to Aloha dot, financial banks, and the Payment Networks.

9. Privacy

Your privacy and the protection of your data are very important to us. Aloha dot works with the Processor to provide the Aloha dot service, and both Aloha dot and Processor may collect or receive certain personal data about you and your customers.

10. Privacy of Others

You represent to us that you are in compliance with all applicable privacy laws, you have obtained all necessary rights and consents under applicable law to disclose to us, or allow Payment processor provider to collect, use, retain and disclose any Cardholder Data that you provide to us or authorize us to collect, including information that we may collect directly from your end users via cookies or other means, and that we will not be in breach of any such laws by collecting, receiving, using and disclosing such information in connection with the Service. As between the parties to this Agreement, you are solely responsible for disclosing to your customers that we are processing credit card transactions for you and obtaining Data from such customers. If you receive information about others, including Cardholders, through the use of the Service, you must keep such information confidential and only use it in connection with the Service. You may not disclose or distribute any such information to a third party or use any such information for marketing purposes unless you receive the express consent of the user to do so. You may not disclose card numbers to any third party, other than in connection with processing a card transaction requested by the buyer customer.

11. Restricted Use

You are required to obey all laws, rules, and regulations applicable to your use of the Service (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising). In addition to any other requirements or restrictions set forth in this Agreement, you shall not: (i) utilize the credit available on any Card to provide cash advances to Cardholders, (ii) submit any card transaction for processing that does not arise from your sale of goods or service to a buyer customer, (iii) act as a payment intermediary or aggregator or otherwise resell our services on behalf of any third party, (iv) send what you believe to be potentially fraudulent authorizations or fraudulent card transaction, or (v) use your Aloha dot account or the Service in a manner that Visa, MasterCard, or any other Payment Network reasonably believes to be an abuse of the Payment Network or a violation of Payment Network rules.

You further agree not to, nor to permit any third party to, do any of the following:

- (i) access or attempt to access our systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way material from us; (iii) permit any third party to use and benefit from the Service via a rental, lease, timesharing, service bureau or other arrangement; (iv) transfer any rights granted to you under this Agreement;
- (v) work around any of the technical limitations of the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble or otherwise reverse engineer the Service, except to the extent that such restriction is expressly prohibited by law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service, prevent access to or use of the Service by our other users, or

impose an unreasonable or disproportionately large load on our infrastructure; or (vii) otherwise use the Service except as expressly allowed under this section.

12. Suspicion of Unauthorized or Illegal Use

We reserve the right to not authorize or settle any transaction you submit which we believe is in violation of this Agreement, any other Aloha dot or Processor agreement, or exposes you, other Aloha dot Payments users, our processors or Aloha dot or Processor to harm, including but not limited to fraud and other criminal acts. You are hereby granting us authorization to share information with law enforcement about you, your transactions, or your Aloha dot account if we reasonably suspect that your Aloha dot account has been used for an unauthorized, illegal, or criminal purpose.

13. Payment Network Rules

The Payment Networks have established guidelines, bylaws, rules, and regulations ("Payment Network Rules"). You are required to comply with all Payment Network Rules that are applicable to merchants. You can review portions of the Payment Network rules at Visa and MasterCard. The Payment Networks reserve the right to amend the Payment Network Rules. The Processor, acting on behalf of Aloha dot, reserves the right to amend the Agreement at any time with notice to you as necessary to comply with Network Rules or otherwise address changes in the Service.

14. Disclosures and Notices

You agree that Aloha dot can provide disclosures and notices, including tax forms, regarding the Service to you by posting such disclosures and notices on our website, emailing them to the email address listed in your Aloha dot account, or mailing them to the address listed in your Aloha dot account. You also agree that electronic disclosures and notices have the same meaning and effect as if we had provided you with a paper copy. Such disclosures and notices shall be considered to be received by you within 24 hours of the time it is posted to our website or emailed to you unless we receive notice that the email was not delivered.

B. Creating an Aloha dot account

1. Registration:

the Service is only made available to persons in the Payment processor provider covered territories that operate a business selling goods and services, and the Service is not made available to persons to accept card payments for personal, family or household purposes. To use Payment processor provider Payments for your business, you will first need to register for an Aloha dot account ("Aloha dot account"). When you register for an Aloha dot Account, we will collect basic information including your name, company name, location, email address, and

phone number. You may choose to register as an individual (sole proprietor) or as a company or other business organization. If you register as a company or business, you must also provide information about an owner or principal of the business and you must be authorized to act on behalf of the business and have the authority to bind the business to this Agreement. In order to sign up a business to use the Service, you must agree to this Agreement on behalf of the business. If you have so agreed, the term "you" will mean you, the natural person, as well as the business you represent.

2. Merchant ID

Merchant ID's from a third-party payment processor act as the merchant of record on all card transactions. The name of your merchant may appear in your customers' credit or debit card statements. To avoid customer confusion and transaction disputes, it is important that you make your customers aware of this. You agree to indemnify us from any costs from disputes due to your failure to do so.

3. Verification and Underwriting To verify your identity:

we will require additional information including your government issued ID, tax identification number, commercial license and date of birth. We may also ask for additional information to help verify your identity and assess your business risk including business invoices, reseller authorization or distributor information or a driver's license. We may ask you for financial statements. We may request your permission to do a physical inspection at your place of business and to examine books and records that pertain to your compliance with this Agreement. Your failure to comply with any of these requests within five (5) days may result in suspension or termination of your Aloha dot account. You authorize us to retrieve additional information about you from third parties and other identification services.

After we have collected and verified all your information, Aloha dot will review your account and determine if you are eligible to use the Service. Aloha dot may also share your information with our payment processors (such as Local financial institutions), each of which may also make a determination regarding your eligibility. We will notify you once your account has been either approved or deemed ineligible for use of the Service.

By accepting the terms of this Agreement, you are providing us with authorization to retrieve information about you by using third parties, including credit bureaus and other information providers. You acknowledge that such information retrieved may include your name, address history, credit history, and other data about you. We may periodically update this information to determine whether you continue to meet the eligibility requirements for an Aloha dot account.

You agree that Aloha dot is permitted to contact and share information about you and your application (including whether you are approved or declined), and your Aloha dot account with the payment processor, including Local financial institutions. This includes sharing information

(a) about your transactions for regulatory or compliance purposes, (b) for use in connection with the management and maintenance of the Service, (c) to create and update their customer records about you and to assist them in better serving you, and (d) to conduct Aloha dot's risk management process.

4. Prohibited Businesses:

The following categories of businesses and business practices are prohibited from using the Aloha dot Service (“Prohibited Businesses”). Prohibited Business categories may be imposed through Payment Network Rules or the requirements of the Processor’ s Financial Services Providers. The types of businesses listed below are representative, but not exhaustive. If you are uncertain as to whether your business is a Prohibited Business, or have questions about how these requirements apply to you, please contact us. We may add to or update the Prohibited Business list at any time.

4.1 Financial and professional services

Investment & credit services, Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; lending instruments, Money and legal services Money transmitters, check cashing, wire transfers, money orders; currency exchanges or dealers; bail bonds; collections agencies; law firms collecting funds for any purpose other than to pay fees owed to the firm for services provided by the firm (e.g., firms cannot use Payment processor provider to hold client funds, collection or settlement amounts, disputed funds, etc.)

4.2 Virtual currency or stored value

Virtual currency that can be monetized, resold, or converted to physical or digital products and services or otherwise exit the virtual world (e.g., Bitcoin); sale of stored value, quasi-cash or credits maintained, accepted and issued by anyone other than the seller

4.3 IP Infringement, regulated or illegal products and services

Intellectual property or proprietary rights infringement Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; any product or service that infringes or facilitates infringement upon the trademark, patent, copyright, trade secrets, or proprietary or privacy rights of any third party; use of Aloha dot intellectual property without express consent from Aloha dot; use of the Aloha dot name or logo including use of Aloha dot trade or service marks inconsistent with the Aloha dot Trademark Usage Guidelines, or in a manner that otherwise harms Aloha dot or the Aloha dot brand; any action that implies an untrue endorsement by or affiliation with Aloha dot

4.4 Counterfeit or unauthorized goods:

unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported.

4.5 Gambling

Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance

Adult content and services

4.6 Pornography and other obscene materials (including literature, imagery and other media).

Sites offering any sexually-related products or services such as prostitution, massage parlours, dating-services, companion/escort services; international match-making and mail-order brides; pay-per view, adult live chat or call features; child pornography, fetish gear and services including BDSM paraphernalia; hard-core sexually oriented products and services; sex shows, sex clubs, topless bars, strip shows, and other adult entertainment; widgets that allow you to access pornography or pornographic ads

4.7 Unfair, predatory, or deceptive practices

Get rich quick schemes Investment opportunities or other services that promise high rewards

Mug shot publication or pay-to-remove sites

Platforms that facilitate the publication and removal of content (such as mug shots), where the primary purpose of posting such content is to cause or raise concerns of reputational harm

No-value-added services

4.8 Sale or resale of a service without added benefit to the buyer

resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers

Products or services that are otherwise prohibited by our financial partners

4.9 Aggregation

Engaging in any form of licensed or unlicensed aggregation of funds owed to third parties, factoring, or other activities intended to obfuscate the origin of funds

Drug paraphernalia Any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs

4.10 Event Tickets

Event or festival tickets, event ticket resellers, including theme park ticket reseller

4.11 Government Services Embassies, foreign consulates or other foreign governments

4.12 High risk businesses

Human hair, fake hair, or hair-extensions; age verification services; bankruptcy lawyers; computer technical support; psychic services; extended warranties; travel reservation services and clubs; airlines; cruises; timeshares; chain-letters; essay mills; flea markets; prepaid phone cards, phone services, and cell phones; telemarketing, telecommunications equipment and telephone sales; shipping or forwarding brokers; door-to-door sales; negative response marketing; credit card and identity theft protection; the use of credit to pay for lending services; any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies

4.13 Multi-level marketing

Pyramid schemes, network marketing, and referral marketing programs

4.14 Pharmaceuticals or Pseudo pharmaceuticals

Pharmaceuticals and other pseudo-pharmaceutical products that make health claims (e.g. retinol creams, lash growth serums, products containing hyaluronic acid, etc.) and medical devices

4.15 Social media activity

The sale of Twitter followers, Facebook likes, YouTube views, and other forms of social media activity

4.16 Substances designed to mimic illegal drugs

Sale of a legal substance that provides the same effect as an illegal drug (e.g. salvia, kratom)

4.17 Video game or virtual world credits

The sale of in-game currency unless the merchant is the operator of the virtual world

4.18 The use of Aloha dot Payments in a manner inconsistent with its intended use or as expressly prohibited in the Terms of Service

4.19 The use of Aloha dot Payments principally as a virtual terminal:

(e.g., submitting card transactions by manually inputting card information); processing where there is no bona fide good or service sold, or donation accepted; card testing; evasion of card network chargeback monitoring programs; sharing cardholder information with another

merchant for payment of upsell or cross-sell product or service; offering substantial rebates or incentives to the cardholder subsequent to the original purchase

C. Processing Card Transactions and Receiving Your Funds

1. Processing Card Transactions

You agree that you will honor all eligible cards presented for payment by your customers for your goods and services in accordance with the Payment Network rules, this Agreement and any operating guides that we may provide you from time to time. You agree that you will obtain an authorization from the Payment Network(s) for each card transaction, as required under the Payment Network rules, and will not submit a card transaction for settlement where there is a negative authorization or the card is otherwise expired. You acknowledge that the existence of an affirmative authorization from us or the Payment Networks does not mean that a particular card transaction will not be subject to Chargeback, Reversal or Claim at a later date. You will not impose any fee or surcharge on a customer that seeks to use an eligible payment card.

You will provide a receipt to the customer at the conclusion of the purchase transaction that includes all information required under Payment Network rules and applicable law. You will display all Payment Network marks in accordance with the rules and procedures of the Payment Networks, and will use such marks only to indicate that you accept their cards for payment.

2. Payouts and Transaction History

We will pay out funds settling from the Payment Networks to your designated bank settlement account in the amounts actually received (less our Fees as defined below) for card transactions submitted to our Service. The payouts will be made to the bank account ("Bank Account") you provide for your Aloha dot account. The Bank Account must be an account located at a bank in Aloha dot's operating countries and held in the name of the business. You are responsible for the accuracy and correctness of information regarding your Bank Account. Funds for any given transaction will not be transferred to your Bank Account until the transaction is deemed complete. Transactions will be deemed complete when we have received funds settling from the Payment Networks and when we or our processing financial institutions have accepted such funds. The actual timing of the transfers to your Bank Account of the settling funds will be subject to the Payout Schedule as defined below.

Notwithstanding the foregoing, you acknowledge that all credits for funds provided to you are provisional and subject to reversal including without limitation if there are adjustments for inaccuracies and errors (including rejects) and Chargebacks, Reversals or Claims in accordance with this Agreement and the Card Network payment rules, whether or not a transaction is charged back by the issuer of the Card or the Cardholder. Accordingly, you authorize us to initiate reversal or adjustment (debit or credit) entries to the Bank Account and to initiate or

suspend such entries in accordance with this Agreement as may be necessary to grant or reverse provisional credit for any transaction.

After each payout of card settlement funds to your Bank Account, we will update information in your Aloha dot account to reflect settlement. Information regarding your card transactions processed and settled with the Services ("Transaction History") will be available to you on request.

3. Payout Schedule

Payout schedule refers to the time it takes for us to initiate a transfer to your Bank Account of settlement funds arising from card transactions processed through the Service ("Payout Schedule"). Once your bank account information has been reviewed, Payment processor provider will initiate transfer of settlement funds (net Fees, chargebacks, and other funds owed to us for any reason) in accordance with the Payout Schedule, the terms of which will be made available to you when you login to our website using your Aloha dot account. The settlement funds should normally be credited to your Bank Account within 1-2 days of us initiating the payout. We are not responsible for any action taken by the institution holding your Bank Account that may result in some or all of the funds not being credited to your Bank Account or not being made available to you in your Bank Account.

Payment processor provider, on behalf of Aloha dot and/or Local financial institution reserves the right to change the Payout Schedule or suspend payouts to your Bank Account should we determine it is necessary due to pending disputes, excessive or anticipated excessive Chargebacks or refunds, or other suspicious activity associated with your use of the Service or if required by law or court order.

4. Reconciliations and Errors

our Transaction History will be available to you in the app and upon request. Except as required by law, you are solely responsible for reconciling your Transaction History with your actual card payment transactions. You agree to notify us of any discrepancies arising from such reconciliation and verification. We will investigate any reported discrepancies and attempt to rectify any errors that you or we discover. In the event you are owed money as a result of the discrepancy, we will transfer funds to your Bank Account in the next scheduled payout. Your failure to notify us of an error or discrepancy in your Transaction History within sixty (60) days of when it first appears on your Transaction History will be deemed a waiver of any right to amounts owed to you in connection with any such error or discrepancy in processing your card payments. If you submit or cause us to process transactions erroneously, you agree to contact us immediately. We will investigate any reported errors and attempt to rectify any errors that you or we discover by crediting or debiting your Aloha dot account as appropriate. Aloha dot will only correct transactions that you process incorrectly if and when you notify us of such an error.

Your failure to notify us of a processing error within thirty (30) days of when it first appears on your electronic transaction history will be deemed a waiver of any right to amounts owed to you.

5. Refunds and Returns

by accepting these terms of service, you agree to submit any and all refunds and adjustments for returns of your products and services through the Service to the Cardholder's card in accordance with the terms of this Agreement and Payment Network Rules. Payment Network Rules require that you will (i) maintain a fair return, cancellation or adjustment policy; (ii) disclose your return or cancellation policy to customers at the time of purchase, (iii) not give cash refunds to a customer in connection with a Card sale, unless required by law, and (iv) not accept cash or any other item of value for preparing a Card sale refund.

Full refunds must be for the exact amount of the original transaction including tax, handling charges, and other charges. The refund amount may not exceed the original sale amount except by an amount equal to any reimbursements to customer for postage costs incurred for product returns. Refunds processed through the Service must be submitted within sixty (60) days of the original transaction but in all cases, within three (3) days of approving the Card holder refund.

For processed refunds, we will deduct the refund amount (including any applicable Fees) from (i) settlement funds owed to you from processing of other card transactions, or (ii) funds in any Reserve Account (as defined below). If these funds are not sufficient, you agree to pay all funds owed to us upon demand. You are solely responsible for accepting and processing returns of your products and services; we have no responsibility or obligation for processing such returns.

6. Chargebacks

a Chargeback (defined below in Section D (6)) is typically caused when a customer disputes a charge that appears on their bill. A Charge back may result in the reversal of a transaction, with the amount charged back to you. You can be assessed Chargebacks for: (i) customer disputes, (ii) unauthorized or improperly authorized transactions, or (iii) transactions that do not comply with Payment Network Rules or the terms of this Agreement or are allegedly unlawful or suspicious, or (iv) any reversals for any reason by the Network, our processor or acquiring bank, or the Cardholder's card issuing financial institution.

When a Chargeback is issued, you are immediately liable to Payment processor provider for the full amount of payment of the Chargeback plus any associated Fees, fines, expenses or penalties (including those assessed by the Payment Networks or our payment processors). You agree that we may recover these amounts by debiting your Reserve Account, or setting off any amounts owed to you by us. If we are unable to recover funds related to a Chargeback for which you are liable, you will pay us the full amount of the Chargeback immediately upon demand. You agree to pay all costs and expenses, including without limitation attorneys' fees and other legal

expenses, incurred by or on behalf of us in connection with the collection of any unpaid Chargebacks unpaid by you.

Further, if we reasonably believe that a Chargeback is likely with respect to any transaction, we may withhold the amount of the potential Chargeback from payments otherwise due to you under this Agreement until such time that: (a) a Chargeback is assessed due to a customer's complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation by which the customer may dispute that the transaction has expired ;or (c) we determine that a Chargeback on the transaction will not occur.

7. Excessive Chargebacks

At any point, Aloha dot, Processor, Local financial institution, the Payment Networks, or our payment processor(s) may determine that you are incurring excessive Chargebacks. Excessive Chargebacks may result in additional fees, penalties, or fines. Excessive Chargebacks may also result in additional controls and restrictions to your use of the Service, including without limitation, (i) changes to the terms of your Reserve Account, (ii) increases to your applicable Fees, (iii) delays in your Payout Schedule, or (iv) possible suspension or termination of your Aloha dot account and the Service. The Networks may also place additional controls or restrictions as part of their own monitoring programs for merchants with excessive Chargebacks.

8. Aloha dot Fees

You agree to pay the Fees ("Fees") assessed by us to you for providing the payment services described in this Agreement. These fees will be calculated pursuant to the Fee Schedule incorporated into this Agreement. We reserve the right to revise our Fees at any time, subject to a thirty (30) day notice period to you.

You acknowledge that you are also responsible for any penalties or fines imposed on us or directly on you by any Payment Network or financial institution as a result of your activities.

9. Our Collection Rights

To the extent permitted by law, we may collect any obligations you owe us under this Agreement by deducting the corresponding amounts from the Reserve Account or from funds payable to you arising from the settlement of card transactions. Fees will be assessed at the time a transaction is processed and will be first deducted from the funds received for such transactions. If the settlement amounts or Reserve Account are not sufficient to meet your obligations to us, we may charge or debit the bank account or credit card registered in your Aloha dot account for any amounts owed to us. Your failure to fully pay amounts that you owe us on demand will be a breach of this Agreement. You will be liable for our costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and

expenses, costs of any arbitration or court proceeding ,collection agency fees, and any applicable interest.

Additionally, we may require a personal guaranty from a principal of a business for funds owed under this Agreement. If we require a personal guarantee we will specifically inform you in advance.

In addition to the amount due, delinquent accounts may be charged with fees that are incidental to the collection of delinquent accounts and charge backs including, but not limited to, collection fees and convenience fees and other third parties charges.

You hereby explicitly agree that all communication in relation to delinquent accounts will be made by electronic mail or by phone, as provided to Aloha dot by you. Such communication may be made by Aloha dot or by anyone on its behalf, including but not limited to a third party collection agent.

10. Reserves Funds

Held in reserves are amounts of money set aside to cover Chargebacks, refunds, or other payment obligations under this agreement (a "Reserve Account"). We, in our discretion, will set the terms of your Reserve Account and notify you of such terms, which may require that a certain amount (including the full amount)of the funds received for your transaction is held for a period of time or that additional amounts are held in the Reserve Account. We, in our discretion, may elect to change the terms of the Reserve Account at any time for any reason based on your payment processing history or as requested by our payment processors.

We may require you to fund the Reserve Account by means of: (i) any funds payouts made or due to you for card transactions submitted to the Service, or (ii) other sources of funds associated with your Aloha dot account; or (iii) requesting that you provide funds to us for deposit to the Reserve Account. You agree that you are not entitled to any interest or other compensation associated with the funds held in the Reserve Account, that you have no right to direct that account, that you have no legal interest in those funds or that account and that you may not assign any interest in those funds or that account.

11. Security Interest

You grant us a lien and security interest in the Reserve Account, all Card transactions (including future Card transactions), any rights to receive credits or payments under this Agreement, and all deposits and other property of yours possessed or maintained by us on your behalf. You will execute, deliver, and pay the fees for any documents we request to create, perfect, maintain and enforce this security interest.

D. Termination and Other General Legal Terms

1. Term

The Agreement is effective upon the date you agree to it (by electronically indicating acceptance) and continues so long as you use the Service or until terminated by Aloha dot, Processor, or Local financial institution.

2. Termination

You may terminate this Agreement at any time. If you deactivate your Aloha dot account, you may re-activate your Aloha dot account at any time by agreeing to the Payments Terms of Service. We may suspend your Aloha dot account and your access to the Service and any funds in your Aloha dot account, or terminate this Agreement, if (i) we determine in our sole discretion that you are ineligible for the Service because of the risk associated with your Aloha dot account, including without limitation significant credit or fraud risk, or for any other reason; or (ii) you do not comply with any of the provisions of this Agreement, (iii) upon request of a Processor or card scheme.

3. Effects of Termination

Upon termination and closing of your Aloha dot account, we will immediately discontinue your access to the Service. You agree to complete all pending transactions, immediately remove all logos for Cards, and stop accepting new transactions through the Service. You will not be refunded the remainder of any fees that you have paid for the Service if your access to or use of the Service is terminated or suspended. Any funds in our custody will be paid out to you subject to the terms of your payout schedule. Termination does not relieve you of your obligations as defined in this Agreement and we may elect to continue to hold any funds deemed necessary pending resolution of any other terms or obligations defined in this Agreement, including but not limited to Chargebacks, Fees, Refunds, or other investigations or proceedings.

Upon termination you agree: (i) to immediately cease your use of the Service (ii) to discontinue use of any Aloha dot or Processor trademarks and to immediately remove any Aloha dot or Processor references and logos from your Site (iii) that the license granted under this Agreement shall end, (iv) that we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers, and (v) we will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Service, or any termination or suspension of the Service or deletion of your information or account data.

4. Your License

We grant you a personal, limited, non-exclusive, revocable, nontransferable license, without the right to sublicense, to electronically access and use the Service solely to accept and receive payments and to manage the funds you so receive. The Service includes our website, any software, programs, documentation, tools, internet-based services, components, and any

updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto provided to you by us. You will be entitled to download updates to the Service, subject to any additional terms made known to you at that time, when we make these updates available.

5. Ownership

The Service is licensed and not sold. We reserve all rights not expressly granted to you in this Agreement. The Service is protected by copyright, trade secret and other intellectual property laws. We own the title, copyright and other worldwide Intellectual Property Rights (as defined below) in the Service and all copies of the Service.

This Agreement does not grant you any rights to our trademarks or service marks. For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any country, state, territory or other jurisdiction.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place us under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related ideas previously known to us, or developed by our employees, or obtained from sources other than you.

6. Your Liability

You are responsible for all Reversals, Chargebacks, Claims, fines, fees, penalties and other liability arising out of or relating to your breach of this Agreement, and/or your use of the Service. You agree to reimburse your customer, Aloha dot, Processor, Local financial institution and any third party designated by Aloha dot, Processor or Local financial institution for any and all such liability. "Chargeback" means a request that a buyer customer files directly with his or her card company or card issuing bank to invalidate a processed payment. "Claim" means a challenge to a payment that you or a buyer customer files directly with Aloha dot. "Reversal" means Aloha dot reverses the settlement of funds from a processed card transaction that you received because (a) the card transaction is invalidated by the card issuer, (b) the settlement funds were sent to you in error by (i) Aloha dot, Processor or Local financial institution; (ii) the processors, suppliers or licensors of Aloha dot, Processor or Local financial institution; or (iii) any of the respective affiliates, agents, directors and employees of any of the entities listed in (i) or (ii) above, (c) the sender of the payment did not have authorization to send the payment (for

example: the buyer used a card that did not belong to the buyer), (d) you received the payment for activities that violated this Agreement or any other Aloha dot or Processor agreement, or (e) we decided a Claim against you.

We will have the final decision-making authority with respect to Claims, including without limitation claims for refunds for purchased items that are filed with us by you or your customers. You will be required to reimburse us for your liability. Your liability will include the full purchase price of the item plus the original shipping cost (and in some cases you may not receive the item back). You will not receive a refund of any fees paid to us.

Without limiting the foregoing, you agree to defend, indemnify, and hold harmless Aloha dot, Processor, Local financial institution and their respective employees and agents (collectively "Disclaiming Entities") from and against any claim, suit, demand, loss, liability, damage, action or proceeding arising out of or relating to (i) your breach of any provision of this Agreement, and/or(ii) your use of the Service, including without limitation any Reversals, Chargebacks, Claims, fines, fees, penalties and attorneys' fees; (iii) your, or your employee's or agent's, negligence or willful misconduct; or (iv) third party indemnity obligations we incur as a direct or indirect result of your acts or omissions (including indemnification of any Payment Network or Issuer).

If you are liable for any amounts owed to us, we may immediately remove such amounts from your Reserve Account and deduct the amounts owed to us from such Reserve Account funds. If you do not have sufficient funds in the Reserve Account to cover your liability, you will be required to immediately add additional funds to your Reserve Account to cover funds owed to us. If you do not do so, we may engage in collections efforts to recover such amounts from you at your cost and expense.

7. Representation and Warranties

You represent and warrant to us that: (a) you are at least eighteen (18) years of age; (b) you are eligible to register and use the Service and have the right, power, and ability to enter into and perform under this Agreement; (c) the name identified by you when you registered is your name or business name under which you sell goods and services; (d) any sales transaction submitted by you will represent a bona fide sale by you; (e) any sales transactions submitted by you will accurately describe the goods and/or services sold and delivered to a purchaser; (f) you will fulfill all of your obligations to each customer for which you submit a transaction and will resolve any consumer dispute or complaint directly with the purchaser; (g) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations; (h) except in the ordinary course of business, no sales transaction submitted by you through the Service will represent a sale to any principal, partner, proprietor, or owner of your entity; (i) you will not use the Service, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Service.

8. No Warranties

the service and all accompanying documentation are provided on an "as is" and "as available" basis, without any warranties, either express, implied, or statutory, including without limitation any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. Use of the service is at your own risk.

No advice or information, whether oral or written, obtained by you from or through the service or from (i) aloha dot, processor or local financial institution; (ii) the processors, suppliers or licensors of aloha dot, processor or local financial institution; or (iii) any of the respective affiliates, agents, directors and employees of any of the entities listed in (i) or (ii) above (collectively, the "disclaiming entities" and individually a "disclaiming entity"), will create any warranty. You specifically acknowledge that we do not have any control over the products or services that are paid for with the services, and we cannot ensure that your customers will complete a transaction or are authorized to do so.

Without limiting the foregoing, the disclaiming entities do not warrant that the information they provide or that is provided through the service is accurate, reliable or correct; that the service will meet your requirements; that the service will be available at any particular time or location, that the service will function in an uninterrupted manner or be secure; that any defects or errors will be corrected; or that the service is free of viruses or other harmful components. Any subject matter downloaded or otherwise obtained through the use of the service is downloaded at your own risk and you will be solely responsible for any damage to your property or loss of data that results from such download.

The disclaiming entities make no representations or warranties about how long will be needed to complete the processing of a transaction. The disclaiming entities do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the service or any hyperlinked website or service, or featured in any banner or other advertising, and neither aloha dot, processor nor local financial institution will be a party to or in any way monitor any transaction between you and third-party providers of products or services.

9. Limitation of Liability and Damages

In no event shall a disclaiming entity (as defined in section 8 above) be liable for any lost profits, loss of data, or any indirect, punitive, incidental, special, consequential or exemplary damages arising out of, in connection with or relating to this agreement or the services, including without limitation the use of, inability to use, or unavailability of the service. Under no circumstances will any of the disclaiming entities (as defined in section 8 above) be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the service or your aloha dot account or the information contained therein.

The disclaiming entities assume no liability or responsibility for any (a) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the service; (b) any unauthorized access to or use of servers used in connection with the services and/or any and all personal information stored therein; (c) any interruption or cessation of transmission to or from the service; (d) any software bugs, viruses, Trojan horses, or other harmful code that may be transmitted to or through the service; (e) any errors, inaccuracies or omissions in any content or information, for any loss or damage incurred as a result of the use of any content or information, in each case posted, emailed, stored, transmitted, or otherwise made available through the service; and/or (f) user content or the defamatory, offensive, or illegal conduct of any third party.

Without limiting the foregoing provisions of this section 9, the disclaiming entities' cumulative liability to you shall be limited to direct damages and in all events shall not exceed in the aggregate the amount of fees paid by you to aloha dot during the three (3) month period immediately preceding the event giving rise to the claim for liability.

This limitation of liability section applies regardless of the legal theory on which the claim is based, including without limitation contract, tort (including negligence), strict liability, or any other basis. The limitations apply even if aloha dot, processor or local financial institution have been advised of the possibility of such damage.

The provisions of this section 9 shall apply to the fullest extent permitted by law in the applicable jurisdiction.

The Service is controlled and operated from its facilities in Egypt. We make no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable Egypt, foreign and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by Egypt, or are a foreign person or entity blocked or denied by Egypt government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the Egypt.

10. Disputes; Choice of Law; Jurisdiction and Venue

You agree that any disputes arising out of or relating to this Agreement or the Service shall be resolved in accordance with this Section 10.

11. Right to Amend

We have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Service or software with notice that we in our sole discretion deem to be reasonable in the circumstances, including such notice on our website or any other website maintained or owned by us for the purposes of

providing services in terms of this Agreement. Any use of the Service or software after our publication of any such changes shall constitute your acceptance of this Agreement as modified.

12. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written consent, but may be assigned by us without consent or other restriction.

13. Change of Business

You agree to give us at least 30 days prior notification of your intent to change your current product or services types, your trade name or the manner in which you accept payment. You agree to provide us with prompt notification if you are the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding. You also agree to promptly notify us of any adverse change in your financial condition, any planned or anticipated liquidation or substantial change in the basic nature of your business, any transfer or sale of 25% or more of your total assets or any change in the control or ownership of you or your parent entity. You will also notify us of any judgment, writ, warrant of attachment, execution or levy against 25% or more of your total assets not later than three days after you obtain knowledge of it.

14. Parties

This Agreement binds you and your respective heirs, representatives, and permitted and approved successors (including those by merger and acquisition) or any permitted assigns.

15. Force Majeure

No party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this section will affect or excuse your liabilities and obligations under Section D6, including without limitation for Reversals, Chargebacks, Claims, fines, fees, refunds or unfulfilled products and services.

16. Entire Agreement

Remedies These terms and conditions and all policies and procedures that are incorporated herein by reference constitute the entire agreement between you, Aloha dot, Processor and Local financial institution with respect to the provision of the Service. In the event of a conflict between this Agreement and any other Aloha dot or Processor agreement or policy, this Agreement shall prevail on the subject matter of this Agreement. Except as expressly provided in

this Agreement, these terms describe the entire liability of Aloha dot, Processor, Local financial institution and our vendors and suppliers (including processors) and sets forth your exclusive remedies with respect to the Service and your access and use of the Service. If any provision of this Agreement (or portion thereof) is held to be invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

This Agreement has been reviewed by you with the benefit of independent legal counsel to the extent you consider necessary and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the construction or interpretation of this Agreement. The rights conferred upon us in this Agreement are not intended to be exclusive of each other or of any other rights and remedies we may have at law or in equity. Rather, each and every right we may have under this Agreement, at law or in equity is cumulative and concurrent and in addition to every other right.