



# TERMS AND CONDITIONS

CARDHOLDERS / SHOPPERS

## **TERMS AND CONDITIONS - CARDHOLDERS / SHOPPERS**

Please read these SkipCash Terms and Conditions ("Terms") which apply when you choose to add your payment card ("Card") to SkipCash or use any SkipCash services outside the app. BY ADDING YOUR CARD TO SKIPCASH APP OR BY USING ANY SKIPCASH SERVICES OUTSIDE THE APP, YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF SKIPCASH.

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 gain access to your personal and payment information.

These Terms of Use govern your access to and use of your Card only as between SkipCash and you while using SkipCash app. These Terms also apply to all services provided by SkipCash outside the app. 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), you must have provided the consent of the Cardholder to add the VISA/Mastercard Card to SkipCash app or to use in any SkipCash services outside the app. By adding or using the 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 use your Card with SkipCash. SkipCash 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 SkipCash to access your Card as per your Bank terms and conditions. SkipCash will charge a nominal fee (3QR Card Verification Fee) while adding a card into SkipCash App.

## RESTRICTIONS

SkipCash hereby grants You, the Cardholder, a non-exclusive, non-transferable, limited, personal and revocable right and license to access and use SkipCash for Your personal use only, provided that You comply fully with all the clauses of this Agreement.

Use of SkipCash requires Your Device to have access to Internet via mobile network or WiFi (fees may apply), and requires obtaining updates or upgrades from time to time. Because of SkipCash hardware, software, Internet access and applicable updates, your ability to use SkipCash (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 SkipCash 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 SkipCash for commercial purposes or for any purpose that is unlawful or prohibited by the Terms of service. You are specifically prohibited from using SkipCash 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 SkipCash. SkipCash 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) SkipCash in whole or in part.

## **ADDING CARDS IN SKIPCASH APP**

You can add an eligible Card to SkipCash by following the instructions of SkipCash. Only Cards that are authenticated by the issuers that are eligible can be added to the SkipCash. Currently, you can add only Visa and Mastercard Branded Cards in SkipCash App. SkipCash allows you to use the Card to perform transactions with SkipCash merchants.

## **REMOVING CARD FROM SKIPCASH APP**

SkipCash App has the option for the user to remove the card from SkipCash app if required.

## **PAYMENTS**

You may make payments using SkipCash with participating Merchants where You see a SkipCash banner at checkout and cashier counters. You will be required to scan Merchants QR code or SkipCash NFC stand to complete your payment. The Merchant can also request payment or send payment links 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 SkipCash App.

## INDEMNITY

Cardholder agrees to indemnify, defend, and hold SC 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:

- Failure to observe Cardholder obligations under these Terms;
- Mastercard or Visa imposing fines, fees, or penalties on SC in accordance with the Cards rules and regulations as a direct or indirect result of the Cardholder's failure to observe the obligations under these Terms;
- Any dispute, whatsoever, between the Cardholder 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 the Cardholder, their servants, agents, employees, or contractors;

SkipCash will not be responsible to resolve any disputes that arise between the Cardholder and the Merchant for any transaction conducted using Payment Links.

All payments made using payment links are final and shall not be reversed or recalled.

The Cardholder is responsible to verify the sender of the link and shall only send funds to a trusted sender.

## RIGHT TO UPDATE TERMS

SkipCash 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 SkipCash App. Keeping card in SkipCash 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. Offers must not be shared where any Offer or Loyalty Program is provided by a Merchant

## TERMINATION

SkipCash 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 SkipCash App, while performing transactions over a defined limit within SkipCash app and while paying using SkipCash payment gateway outside the app. The OTP will be sent via short messaging system (SMS)/e-mail to customer's registered mobile number/e-mail address with SkipCash.

You acknowledge that the delivery of the OTP may be delayed or prevented by factor(s) outside the SkipCash's control. SkipCash 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 SkipCash shall not be responsible for any consequences arising out of download of the SkipCash App by You from any third-party application store which is not published by SkipCash.

## COMPLAINTS AND DISPUTES

All complaints or concerns regarding any SkipCash provided services can be addressed by contacting any of the support numbers by phone/Whatsapp or can be submitted to the support email. SkipCash app has an FAQ section within, that may assist to resolve general issues. Additionally, users can raise complaints and concerns to SkipCash email from the support section of the app if required.

Contact information:

Phone/Whatsapp: +974 5599 9184  
+974 5599 9185

Support email: [support@skipcash.com](mailto:support@skipcash.com)

The contact information is also available on SkipCash website in the 'Contact us' section. SkipCash website is also equipped with a chatbot service to log a service request regarding any issues with SkipCash's services or transactions conducted via SkipCash. First contact resolutions/initial response for complaints raised with SkipCash are expected to be delivered within 2 business days. Transaction disputes will be addressed and resolved based on the rules and regulations set by card schemes (Visa, Mastercard).

Any dispute that arises between the Cardholder and Merchant regarding shall be addressed to the Merchant and/or Cardholder's issuing bank. SkipCash is not responsible for any disputes arising between the Cardholder and Merchant in relation to any transaction, agreement, quality and delivery of goods and services.