

stc pay

Accept Payments

Payment Gateway Terms & Conditions

This document is supplemental to the stc pay Corporate Account Terms & Conditions (Corporate Master Agreement).

Commercial terms, fees, and settlement details are set out in the Merchant Activation Form agreed between stc pay and the Merchant.

1. Introduction

These Accept Payments Terms & Conditions ("**Gateway Terms**") govern the payment gateway service provided by stc pay to corporate customers ("**Merchant**"). They are supplemental to and governed by the stc pay Corporate Account Terms & Conditions ("**Corporate Master Agreement**"), which apply in full. Unless otherwise defined in these Gateway Terms, capitalised terms have the meanings given to them in the Corporate Master Agreement.

By activating or using the Accept Payments service, the Merchant confirms that it has read, understood, and agreed to these Gateway Terms, the Merchant Activation Form, and the Corporate Master Agreement. In the event of any conflict, the Corporate Master Agreement prevails, followed by these Gateway Terms, and then the Merchant Activation Form, unless otherwise expressly stated.

Commercial terms – including commission rates, settlement schedules, and any agreed fee structures – are set out in the Merchant Activation Form completed and agreed between stc pay and the Merchant. These Gateway Terms govern the operational and legal relationship between the parties.

2. The Accept Payments Service

2.1 Payment Gateway

stc pay's Accept Payments service ("**Payment Gateway**") enables the Merchant to accept payments from customers through the stc pay platform. The Payment Gateway currently supports online payment acceptance and may be extended to include additional channels — such as physical point-of-sale (POS) — at any time, as stc pay determines.

The specific payment methods and channels available to the Merchant at any given time are determined by stc pay and communicated through the Merchant Activation Form or the Platform. stc pay reserves the right to add, modify, or withdraw any payment method or channel at any time.

2.2 Appointment as Payment Facilitator

The Merchant appoints stc pay as a non-exclusive payment facilitator to process customer payments for the Merchant's goods and services. stc pay accepts this appointment subject to these Gateway Terms, the Corporate Master Agreement, and the Merchant Activation Form.

stc pay is not the provider of the Merchant's goods or services and is not responsible for any dispute between the Merchant and its customers regarding any transaction.

3. Merchant Eligibility & Activation

To use the Accept Payments service, the Merchant must:

- Hold an active Corporate Account with stc pay in good standing
- Complete the Merchant Activation Form and provide all required documentation
- Receive formal activation confirmation from stc pay
- Comply with all applicable laws and regulations in connection with the goods and services it sells

stc pay reserves the right to refuse, suspend, or terminate the Merchant's access to the Payment Gateway at any time, at its sole discretion, including where the Merchant's business activities are deemed high-risk, unlawful, or inconsistent with stc pay's policies.

The Merchant must notify stc pay promptly of any material change to its business, including changes to commercial registration, ownership, business activities, or the types of goods and services offered. stc pay's prior written approval is required for any material change to the Merchant's business activities covered by the Payment Gateway.

4. Accepting Transactions

4.1 General Obligations

The Merchant must accept all valid Transactions initiated by customers through the Payment Gateway, in connection with the sale of its goods and services as registered with stc pay. The Merchant must:

- Accept payments without imposing any additional surcharge, hidden fee, or condition on customers using the Payment Gateway
- Charge customers the same price for goods and services regardless of the payment method used
- Not split a single transaction into multiple smaller transactions to avoid applicable limits or authorisation requirements
- Not process Transactions for goods or services other than those registered and approved by stc pay
- Not accept Transactions made to advance cash, refinance debt, or for any purpose other than the sale of goods and services

4.2 Transaction Validity

A Transaction will be considered invalid, and stc pay will have no obligation to settle it, in any of the following cases:

- The Transaction was not authorised by the customer
- The Transaction was fraudulent, illegal, or not made for a genuine purchase
- The required authorisation was not obtained in accordance with stc pay's instructions
- The Merchant failed to comply with these Gateway Terms or stc pay's operational guidelines
- The Transaction records held by the Merchant and stc pay do not correspond

4.3 Transaction Limits

Transaction limits — including per-transaction floor and ceiling limits — are communicated to the Merchant through the Merchant Activation Form or the Platform and may be updated by stc pay from time to time. The Merchant must not accept or attempt to process any Transaction that exceeds applicable limits.

5. Merchant Undertakings

The Merchant undertakes to:

- Only process Transactions in connection with its registered and approved business activities
- Maintain a clear and publicly available refund and return policy applicable to its customers

- Notify stc pay immediately of any security breach, suspected fraud, or unauthorised Transaction
- Comply with all applicable laws and regulations, including those relating to consumer protection, data protection, and financial services
- Comply with applicable card scheme rules and any operational guidelines issued by stc pay from time to time
- Not knowingly submit any Transaction that is fraudulent, illegal, or unauthorised
- Not request or store customer card security codes (CVV/CVC) or other sensitive authentication data in violation of applicable PCI DSS standards
- Cooperate fully with stc pay in connection with any audit, investigation, or compliance review
- Promptly provide stc pay with any documentation or information it requests in connection with Transactions or the Merchant's business

6. Refunds

Where a customer is entitled to a refund, the Merchant must process the refund through the Payment Gateway using the same payment method as the original Transaction. Cash refunds are not permitted where the original Transaction was made through the Payment Gateway.

The Merchant must not issue a refund that exceeds the original Transaction amount. Any overpayment resulting from an erroneous refund is the Merchant's sole responsibility.

stc pay will process refund instructions submitted by the Merchant through the Platform. stc pay is not responsible for any delay in refund processing caused by the Merchant's failure to comply with its refund obligations.

7. Fees & Settlement

7.1 Commercial Terms

The commission rates, fees, and settlement schedule applicable to the Merchant's use of the Payment Gateway are set out in the Merchant Activation Form. The Merchant agrees to pay all applicable fees in accordance with the Merchant Activation Form.

stc pay reserves the right to deduct applicable fees and commissions directly from settlement proceeds before remitting the net amount to the Merchant's designated Settlement Account.

7.2 Settlement

Following successful processing of Transactions, stc pay will calculate and settle the net proceeds (after deducting commissions and any applicable fees) to the Merchant's Settlement Account in accordance with the schedule set out in the Merchant Activation Form.

All settlement amounts are provisional and subject to adjustment for chargebacks, refunds, fees, and any other amounts owed by the Merchant to stc pay.

7.3 Right of Set-Off

stc pay reserves the right to set off any amounts owed by the Merchant — including chargeback amounts, fees, penalties, or any other outstanding liabilities — against any settlement proceeds, future payments, or any other amounts payable by stc pay to the Merchant, without prior notice.

7.4 Fee Changes

stc pay may amend the commission rates and fees set out in the Merchant Activation Form by providing the Merchant with written notice in accordance with the Merchant Activation Form. The Merchant may terminate the service if it does not accept a proposed fee change, in accordance with Section 14 of these Gateway Terms.

8. Chargebacks

A chargeback occurs where a customer or their payment provider disputes a Transaction and requests a reversal of the payment. The Merchant acknowledges that chargebacks may occur and agrees to:

- Cooperate fully with stc pay in responding to any chargeback, including providing transaction records, evidence of delivery, and any other documentation requested
- Provide any requested documentation within the timeframe specified by stc pay and/or the applicable card scheme rules — failure to respond in time may result in the chargeback being automatically upheld
- Accept that stc pay may debit the chargeback amount from the Merchant's settlement proceeds or Corporate Account without prior notice

stc pay reserves the right to suspend or terminate the Merchant's access to the Payment Gateway if the Merchant's chargeback ratio exceeds acceptable thresholds as determined by stc pay or applicable card schemes from time to time.

The Merchant is solely responsible for all chargebacks arising from its Transactions, including associated fees and penalties imposed by card schemes or payment networks.

9. Fraud Prevention & Security

The Merchant is responsible for implementing appropriate fraud prevention controls in connection with its use of the Payment Gateway. The Merchant must:

- Monitor Transactions for signs of fraud or suspicious activity
- Not submit any Transaction that the Merchant knows or suspects to be fraudulent
- Notify stc pay immediately upon becoming aware of any fraud, security breach, or suspicious activity affecting its Payment Gateway integration
- Comply with applicable PCI DSS standards for the storage, processing, and transmission of payment data

stc pay may implement additional fraud controls, transaction monitoring, or verification requirements at any time. The Merchant must cooperate with such measures.

stc pay is not responsible for any fraudulent Transactions that occur as a result of the Merchant's failure to implement adequate security controls.

10. Data Protection

The Merchant must handle all customer payment data and personal data in accordance with applicable data protection laws and PCI DSS requirements. The Merchant:

- Must not store, copy, or retain sensitive authentication data (such as CVV/CVC codes or full card numbers) after transaction authorisation, except as permitted by applicable PCI DSS standards
- Must not use customer data obtained through the Payment Gateway for any purpose other than processing Transactions
- Must promptly notify stc pay of any data breach or security incident affecting customer payment data

Each party undertakes to notify the other of a payment-data security incident affecting transactions processed under the Gateway promptly after becoming aware and will cooperate on investigation and required notifications.

stc pay will process Transaction data in accordance with the Corporate Master Agreement and the stc pay Privacy Policy, for the purposes of operating the Payment Gateway and fulfilling applicable legal and regulatory obligations.

stc pay shall implement and maintain appropriate technical and organisational security measures designed to protect Transaction data against unauthorised or unlawful access, use, disclosure, alteration, or destruction. Such measures shall include, at a minimum, (i) encryption of payment data in transit using industry-accepted cryptographic protocols, (ii) maintenance of secure systems and infrastructure aligned with applicable security standards, and (iii) implementation of access controls based on least privilege principles, including authentication and authorisation mechanisms to restrict access to authorised personnel only.

11. Intellectual Property

stc pay grants the Merchant a limited, non-exclusive, non-transferable licence to use stc pay's Payment Gateway, including any integration tools, APIs, or technical documentation, solely for the purpose of accepting customer payments in accordance with these Gateway Terms.

The Merchant may not:

- Copy, modify, reverse-engineer, or create derivative works from any stc pay technology or materials
- Use stc pay's trademarks, logos, or brand assets without stc pay's prior written consent
- Sub-license or transfer access to the Payment Gateway to any third party without stc pay's prior written consent

All intellectual property rights in the Payment Gateway and related technology remain with stc pay or its licensors at all times.

12. Merchant's Liability & Indemnity

The Merchant is fully responsible for all Transactions processed through its Payment Gateway integration. The Merchant indemnifies stc pay against all claims, losses, costs, damages, fines, and liabilities arising from:

- Fraudulent, illegal, or unauthorised Transactions submitted by the Merchant
- The Merchant's failure to comply with applicable laws, regulations, card scheme rules, or PCI DSS standards
- Chargebacks, disputes, or penalties arising from the Merchant's Transactions
- Any breach of these Gateway Terms or the Corporate Master Agreement by the Merchant
- Any claim by a customer relating to the Merchant's goods, services, or business practices

stc pay will not be liable for any loss suffered by the Merchant arising from the processing of Transactions in good faith based on instructions received, or from actions taken in compliance with applicable legal or regulatory requirements.

13. Suspension of the Payment Gateway

stc pay may suspend or restrict the Merchant's access to the Payment Gateway at any time, with or without prior notice, for reasons including but not limited to:

- Suspected fraud, suspicious activity, or security breach
- An excessive chargeback ratio
- The Merchant's failure to comply with these Gateway Terms, the Corporate Master Agreement, or applicable laws and regulations
- A regulatory instruction or CBB requirement
- Risk management or operational reasons
- Non-payment of applicable fees

Suspension does not affect the Merchant's obligations to fulfil outstanding orders, honour refunds, or settle any amounts owed to stc pay.

14. Term & Termination

14.1 Term

These Gateway Terms commence on the date the Merchant's Payment Gateway is activated and continue until terminated in accordance with this section.

14.2 Termination by the Merchant

The Merchant may terminate the Accept Payments service by providing written notice to stc pay in accordance with the notice period set out in the Merchant Activation Form. Termination does not relieve the Merchant of any obligations or liabilities incurred prior to the termination date.

14.3 Termination by stc pay

stc pay may terminate the Merchant's access to the Payment Gateway by providing reasonable written notice, except where immediate termination is required for any of the following reasons:

- The Merchant is in material breach of these Gateway Terms or the Corporate Master Agreement
- The Merchant becomes insolvent, enters liquidation, or ceases to carry on business
- The Merchant's activities pose a risk to stc pay, its customers, or the integrity of the payment system
- A regulatory authority or card scheme requires termination
- The Merchant's chargeback ratio reaches an unacceptable level

14.4 Effect of Termination

Upon termination:

- The Merchant must immediately cease processing Transactions through the Payment Gateway
- stc pay will process any pending settlements net of applicable deductions

- stc pay may retain a reserve from settlement proceeds for a period after termination to cover potential chargebacks or outstanding liabilities
- The Merchant must return or destroy any stc pay materials, equipment, or integration credentials in its possession
- All obligations that by their nature survive termination — including chargeback liability, data protection, and indemnity — will continue after termination

15. Governing Terms

These Gateway Terms are supplemental to Corporate Master Agreement. The provisions of the Corporate Master Agreement apply in full.

These Gateway Terms are governed by the laws of the Kingdom of Bahrain.