

# stc pay

## Wage Protection System (WPS)

### Terms & Conditions

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

*Core corporate terms, including account suspension, AML/compliance, data privacy, liability, and dispute resolution, are governed by the Corporate Master Agreement.*

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## 1. Introduction

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These Wage Protection System Terms & Conditions ("**WPS Terms**") govern the payroll and employee payment processing services provided by stc pay to the Company. 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 WPS Terms, capitalised terms have the meanings given to them in the Master Agreement

By activating the WPS service, the Company confirms that it has read, understood, and agreed to these WPS Terms and the Corporate Master Agreement. In the event of any conflict, the Corporate Master Agreement prevails unless these WPS Terms expressly state otherwise.

stc pay provides the WPS service in compliance with applicable WPS requirements and the rules of the relevant authorities in the Kingdom of Bahrain, including requirements administered through the applicable WPS portal and any requirements applicable to approved banks/PSPs.

## 2. The WPS Service

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The stc pay WPS service enables the Company to process payroll and other employee payments electronically through the stc pay platform. The service includes:

- Processing salary and any other employee payment categories (such as bonuses, overtime, end-of-service, allowances, or any other payment type flagged by the Company)
- Crediting processed payments to employees' designated accounts through live/available channels, as determined by stc pay from time to time
- Submitting, where applicable and supported by the service configuration, WPS-related files and reporting outputs generated from the Payroll Information provided by the Company, in accordance with the applicable WPS process
- Providing payroll reports and transaction records accessible through the Platform

stc pay may, from time to time, introduce additional payment channels, delivery methods, or value-added features to the WPS service. Any such additions will be subject to these WPS Terms, the Corporate Master Agreement and applicable law.

## 3. Defined Terms

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The following additional terms apply within these WPS Terms:

**Employee:** Any individual registered by the Company under the WPS service to receive payroll or other employee payments through stc pay.

**Payroll Account:** The account designated by the Company from which payroll funds are debited to process employee payments.

**Payroll Information:** The employee payment data submitted by the Company to stc pay to execute payroll processing, including employee details, payment amounts, and payment categories.

**Salary Information File (SIF):** The structured data file containing employee payment details required by the WPS regulatory framework, submitted to stc pay for processing and regulatory reporting.

**Scheduled Payday:** The date designated by the Company for the processing and crediting of employee payments.

## 4. Company's Responsibilities

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### 4.1 Employee Registration & KYC

The Company is responsible for:

- Registering all eligible Employees under the WPS service and providing stc pay with accurate and complete employee information and KYC documentation as required
- Maintaining an up-to-date employee list and promptly notifying stc pay of any changes, including new joiners, terminations, or changes in employee details
- Obtaining any required consents from Employees for the processing and sharing of their personal data in connection with the WPS service
- Removing any terminated or ineligible Employees from the active employee list — stc pay will not be responsible for payments made to employees based on inaccurate or outdated lists provided by the Company

### 4.2 Payroll Information & Funds

The Company must:

- Provide accurate, complete, and timely Payroll Information and the Salary Information File to stc pay through the Platform in the format required by stc pay
- Ensure that sufficient funds are available in the Payroll Account to cover all employee payments and applicable fees before the applicable processing deadline on each Scheduled Payday
- Submit Payroll Information and funds by the deadline published on the Platform. If the Company fails to do so, stc pay will not be obligated to process payments on the Scheduled Payday
- Verify the accuracy of all Payroll Information before submission — stc pay will process payments based solely on the information provided and will not independently verify individual payment amounts or entitlements

### 4.3 System Integration

The Company may, with stc pay's agreement, integrate its HR, ERP, or other payroll systems with the stc pay platform. Any such integration is subject to stc pay's technical requirements and may be subject to additional fees. stc pay will not be responsible for errors arising from incorrect data transmitted through third-party integrations.

### 4.4 Documentation

The Company must execute and provide all legal documentation required by stc pay to activate and maintain the WPS service, including documentation required by applicable regulatory authorities. The Company must promptly provide any additional documentation requested by stc pay at any time.

## 5. stc pay's Responsibilities

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stc pay will:

- Process employee payments in accordance with the Payroll Information and Salary Information File provided by the Company, subject to receipt of sufficient funds by the applicable deadline
- Submit required WPS regulatory reports to the CBB and relevant authorities on behalf of the Company, based on the information provided
- Provide the Company with payroll reports and transaction records through the Platform
- Maintain compliance with applicable WPS regulations, AML/CTF requirements, and CBB guidelines in connection with the WPS service

stc pay is not rendering legal, tax, accounting, or investment advice in connection with the WPS service. The Company is solely responsible for ensuring its payroll practices comply with applicable labour laws and regulations.

## 6. Payroll Processing

### 6.1 Processing Deadlines

Payroll Information and funds must be submitted to stc pay by the applicable cut-off time on each Scheduled Payday, as published on the Platform. If the Scheduled Payday falls on a weekend or public holiday in the Kingdom of Bahrain, the Company must submit Payroll Information and funds by the cut-off time of the preceding business day, unless otherwise notified by stc pay.

### 6.2 Payment Processing

Upon receipt of complete and accurate Payroll Information and sufficient funds by the applicable deadline, stc pay will process and credit employee payments through the available channels. Processing timelines are published on the Platform and may vary based on the delivery channel used.

stc pay will not be liable for any delay in processing resulting from:

- Inaccurate, incomplete, or late submission of Payroll Information or funds by the Company
- Technical issues caused by third-party systems, including banking systems or payment networks
- Regulatory holds, compliance checks, or instructions from relevant authorities
- Force majeure events or circumstances beyond stc pay's reasonable control

### 6.3 Payment Categories

The Company may flag each payment with a category (such as salary, bonus, overtime, end-of-service, or any other category) through the Platform. The category is provided for the Company's own record-keeping and regulatory reporting purposes. stc pay will process payments based on the amounts and details provided, regardless of the category assigned.

### 6.4 Failed or Returned Payments

If a payment cannot be processed or is returned — for example, due to incorrect employee details or an inactive account — stc pay will notify the Company and return the unprocessed funds to the Payroll Account. The Company is responsible for resolving any issues and resubmitting where necessary.

## 7. Fees & Charges

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Fees applicable to the WPS service are published on the Platform or as agreed between the Company and stc pay from time to time. The Company authorises stc pay to debit applicable fees directly from the Company's account with stc pay, without further notice.

Additional charges may apply in connection with the WPS service, including charges levied by the CBB, Ministry of Labour, or other relevant authorities, as well as banking or processing fees. stc pay will notify the Company of any such charges where practicable.

stc pay reserves the right to withhold payroll reports if the Company has outstanding unpaid fees.

## 8. Employee Cards

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stc pay may, upon the Company's request, issue physical or digital payment cards to Employees to facilitate access to their employee payments, including cash withdrawals through the available ATM network or other channels.

Card issuance, replacement, and associated fees are subject to stc pay's applicable business rules published on the Platform. The Company may pass replacement or card-related charges to Employees only to the extent permitted by applicable labour law and the Company's employment arrangements.

Employee cards are governed by the applicable Card Terms & Conditions and these WPS Terms. The Company is responsible for ensuring Employees are informed of and comply with applicable card terms.

## 9. Credentials & Security

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The Company is responsible for maintaining the confidentiality and security of all login credentials, passwords, and access codes used to access the WPS service through the Platform. All transactions and instructions submitted using the Company's credentials are deemed to be fully authorised by the Company.

If the Company suspects that any credentials have been compromised or that unauthorised access has occurred, it must notify stc pay immediately. stc pay may suspend access to the WPS service pending investigation.

The Company must ensure that only authorised personnel have access to the WPS platform and that access rights are updated promptly when personnel change.

## 10. Data Protection

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The Company acknowledges that the processing of employee personal data is necessary for the delivery of the WPS service. The Company warrants that:

- It has obtained all necessary consents or has a lawful basis for sharing employee personal data with stc pay
- All employee data provided to stc pay is accurate and up to date

- It will comply with all applicable data protection laws in connection with employee data

The Company confirms it has a lawful basis to provide employee data. stc pay will use employee data only to provide the WPS service, meet compliance obligations, and maintain audit records. Data will be retained as required by law and regulatory expectations

stc pay will process employee personal data in accordance with the Corporate Master Agreement and the stc pay Privacy Policy, solely for the purpose of delivering the WPS service and fulfilling applicable regulatory obligations.

## 11. Company's Liability & Indemnity

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The Company is solely responsible for the accuracy and completeness of all Payroll Information submitted to stc pay. The Company indemnifies stc pay against all claims, losses, costs, and liabilities arising from:

- Inaccurate, incomplete, or fraudulent Payroll Information provided by the Company
- The Company's failure to comply with applicable WPS regulations or labour laws
- Unauthorised access to the WPS service resulting from the Company's failure to secure credentials
- Any dispute between the Company and its Employees regarding payroll amounts or entitlements

stc pay will not be liable for any loss arising from its processing of payments in good faith based on the information provided by the Company.

## 12. Suspension of the WPS Service

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stc pay may suspend or restrict the Company's access to the WPS service at any time for reasons including, but not limited to:

- Non-payment of applicable fees
- Failure to maintain sufficient funds in the Payroll Account
- Breach of these WPS Terms or the Corporate Master Agreement
- Regulatory instruction or compliance requirements
- Fraud, security concerns, or suspected unauthorised activity

Suspension of the WPS service does not affect the Company's obligations to pay any outstanding amounts owed to stc pay or to its Employees.

## 13. Governing Terms

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

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