stc pay

Partner Offers Program

Terms and Conditions (Merchant Agreement)

These Terms may be updated from time to time in accordance with Clause 18 below; the version in effect on the date a Merchant signs an Application Form applies to that Merchant.

These Partner Offers Program Terms and Conditions ("Terms") are published by stc pay Bahrain B.S.C. (Closed), a company incorporated under the laws of the Kingdom of Bahrain, holding commercial registration number 153695, with its registered address at stc Tower, 10th Floor, Building 15, Road 68, Block 428, Seef District, Kingdom of Bahrain ("stc pay", "Company", "We" or "Our"). These Terms govern the participation of any merchant ("Merchant") in the stc pay Partner Offers Program. stc pay and the Merchant are each a "Party" and together the "Parties".

These Terms are not separately signed by stc pay. A Merchant becomes bound by these Terms, as in effect from time to time, upon signing an Application Form that references these Terms, in accordance with Clause 2 below. stc pay's obligations toward a Merchant under these Terms take effect upon stc pay's countersignature of the relevant Application Form.

WHEREAS, stc pay is a Payment Service Provider licensed by the Central Bank of Bahrain ("CBB"), operating a digital wallet (the "e-Wallet") that enables its customers to purchase goods and services, in-store and online, from various merchants in and outside the Kingdom of Bahrain;

WHEREAS, stc pay operates a program under which participating merchants offer exclusive discounts, promotions, special rates, cashback or other benefits to stc pay customers (the "Partner Offers Program" or the "Program"), in order to promote the use of the e-Wallet and generate additional footfall and sales for participating merchants;

WHEREAS, the Merchant wishes to participate in the Program and has agreed to make available one or more Partner Offers to stc pay customers, on the terms set out in this Agreement and in each Application Form executed under it;

NOW, THEREFORE, the Parties agree as follows:

1. Definitions And Interpretation

1.1 In this Agreement, unless the context requires otherwise, the following words shall have the meanings set out below:

(a) "Agreement" means these Terms and Conditions, together with every Application Form signed by the Parties from time to time, each of which forms an integral part of, and is governed by, this Agreement.

(b) "Application Form" means the annex in the form set out at Annex 1 (or such other form as stc pay may issue from time to time), executed by both Parties in respect of a specific Partner Offer, and which sets out the commercial and operational details of that Partner Offer.

(c) "Partner Offer" or "Offer" means a discount, promotion, special rate, cashback, or other benefit that the Merchant agrees to make available to Customers, as described in the applicable Application Form.

(d) "Customer" means a person holding an active stc pay e-Wallet account who is eligible to benefit from a Partner Offer.

(e) "Marketing Materials" means the name, brand, trademarks, logos, and any promotional or marketing content, images or assets belonging to either Party that are used to communicate a Partner Offer.

(f) “Financial Settlement” means any amount payable by one Party to the other in connection with a Partner Offer, as set out in the applicable Application Form.

(g) “Confidential Information” means any non-public information disclosed by one Party to the other in connection with this Agreement, whether commercial, financial, technical, or operational in nature.

(h) “Personal Data” has the meaning given to it under the Personal Data Protection Law of the Kingdom of Bahrain, as amended from time to time.

1.2 Headings are for convenience only and do not affect interpretation. Words importing the singular include the plural and vice versa.

2. Scope, Application Forms, and Order of Precedence

2.1 These Terms are published on stc pay’s website and govern every Merchant’s participation in the Program. A Merchant is not required to countersign these Terms directly; by signing an Application Form that references these Terms, the Merchant confirms that it has read, understood, and agrees to be bound by these Terms in full, as if it had signed them.

2.2 Each individual Partner Offer requires a separate, duly signed Application Form in the form set out at Annex 1, which expressly states that it is entered into subject to, and incorporates by reference, these Terms as published on stc pay’s website at the time of signature. The Merchant may have multiple Application Forms in effect concurrently, each governing a distinct Partner Offer.

2.3 Each Application Form, together with these Terms, forms the entire agreement between stc pay and the Merchant in respect of the relevant Partner Offer. In the event of any conflict between these Terms and an Application Form, the Application Form shall prevail, but only to the extent of the specific matter it expressly addresses (e.g. the commercial terms, dates, and special conditions of that particular Offer); these Terms shall continue to apply to all other matters, including liability, data protection, confidentiality, and termination for cause.

2.4 No Partner Offer shall be communicated to Customers or go live until the corresponding Application Form has been signed by the authorised signatories of both Parties and stamped by the Merchant.

3. Term and Termination

3.1 This Agreement takes effect on the date of signature of the first Application Form between the Parties (the “Effective Date”) and continues in effect, without a fixed term, until terminated in accordance with this Clause 3.

3.2 Either Party may terminate this Agreement in its entirety, for any reason, by giving the other Party not less than thirty (30) days’ prior written notice. Termination of this Agreement shall automatically terminate all Partner Offers then in effect, subject to the wind-down provisions of Clause 3.5.

3.3 Either Party may terminate a specific Partner Offer (without terminating this Agreement or any other Offer) by giving the other Party not less than thirty (30) days’ prior written notice, or such other notice period as may be expressly agreed in the relevant Application Form.

3.4 Either Party may terminate this Agreement, or any specific Partner Offer, immediately upon written notice if: (a) the other Party commits a material breach of this Agreement or the relevant Application Form which is not remedied within fourteen (14) days of a written request to do so; (b) the other Party becomes insolvent, has a receiver or administrator appointed, or enters into liquidation or similar proceedings; (c) continuing the Offer would breach applicable law or the directive of a regulator, including the CBB or the Ministry of Industry, Commerce and Tourism; or (d) in accordance with Clause 12 (Morals Clause).

3.5 On termination or expiry of this Agreement or any Partner Offer: (a) the Parties shall immediately cease all related Promotional Campaigns and marketing communications; (b) the Merchant shall continue to honour the Offer in respect of any Customer redemption made, or transaction initiated, prior to the effective date of termination; (c) each Party shall promptly return or destroy the other Party's Confidential Information and Marketing Materials; and (d) any rights or obligations that accrued prior to termination (including any outstanding Financial Settlement) shall survive.

3.6 A Partner Offer shall in any event automatically expire on its stated End Date in the applicable Application Form, without the need for further notice, unless extended by mutual written agreement (including by email).

4. Merchant Obligations and Liability for the Offer

4.1 The Merchant shall honour every Partner Offer strictly in accordance with the terms set out in the applicable Application Form, for the full duration of the Offer, and shall not unilaterally withdraw, reduce, or alter the Offer once communicated to Customers, save as otherwise agreed in writing with stc pay.

4.2 As between the Parties, the Merchant holds full and sole responsibility and liability for: (a) the accuracy of the Offer description and terms provided to stc pay; (b) the quality, availability, delivery, and fulfilment of the underlying goods or services to which the Offer relates; (c) honouring the discount, rate, cashback, or other benefit promised to Customers; and (d) handling and resolving any Customer complaint, claim, or dispute relating to the goods, services, or fulfilment of the Offer, whether raised directly by the Customer or referred to the Merchant by stc pay.

4.3 The Merchant shall not require a Customer to pay any fee or amount, over and above the standard price of the goods or services, in order to benefit from a Partner Offer, unless expressly stated in the Application Form.

4.4 The Merchant shall obtain and maintain, at its own cost, all licences, permits, and regulatory approvals necessary to lawfully offer and honour the Partner Offer, including any approvals required from the Ministry of Industry, Commerce and Tourism, and accepts sole responsibility for the same.

4.5 The Merchant's personnel shall not, under any circumstance, request or record a Customer's e-Wallet login credentials, One-Time Passwords, PINs, or passwords.

4.6 The Merchant shall not disclose, sell, or otherwise provide to any third party any information relating to Customers or the stc pay Solution obtained in connection with the Program, save with stc pay's prior written consent or as required by law.

4.7 The Merchant shall provide stc pay with reasonably sufficient advance notice of any expected supply constraints, capacity limits, or blackout periods that may affect its ability to honour the Offer, and any such limits shall be reflected in the Application Form.

5. stc pay Obligations

5.1 stc pay shall communicate and promote the Partner Offer to Customers through the channels agreed in the Application Form (which may include the stc pay application, website, push notifications, and other marketing channels).

5.2 stc pay shall use the Merchant's Marketing Materials solely to support communication of the specific Partner Offer, and strictly in accordance with Clause 6.

5.3 stc pay shall maintain, at its own cost, all licences and regulatory approvals required for it to operate the e-Wallet and the Program, including any approvals required from the CBB, and accepts sole responsibility for the same.

5.4 Where a Financial Settlement is payable by stc pay to the Merchant under an Application Form, stc pay shall pay such amount in accordance with Clause 8.

5.5 For the avoidance of doubt, stc pay does not guarantee any minimum level of Customer take-up, redemption, or transaction volume in respect of any Partner Offer, unless expressly agreed in writing in the Application Form.

6. Marketing Materials And Intellectual Property

6.1 Each Party grants the other a limited, non-exclusive, royalty-free, non-transferable licence to use its name, brand, logo, and other Marketing Materials, solely for the purpose of, and for the duration of, promoting the relevant Partner Offer.

6.2 Neither Party shall prepare, publish, or use any Marketing Materials referencing the other Party's brand without the other Party's prior written approval (email approval being sufficient).

6.3 Nothing in this Agreement transfers ownership of any trademark, logo, copyright, design, or other intellectual property of either Party to the other. All goodwill arising from use of a Party's Marketing Materials shall accrue to that Party.

6.4 The Merchant's consent to stc pay's use of its Marketing Materials is conditional on stc pay maintaining the regulatory approvals referred to in Clause 5.3, for which stc pay accepts sole responsibility.

7. Liability

7.1 The Merchant shall be fully and solely liable to Customers, and shall indemnify and hold stc pay harmless, in respect of any claim, loss, fine, penalty, or damage arising from: (a) the Merchant's failure to honour a Partner Offer as promised; (b) any defect, misdescription, or issue relating to the underlying goods or services; or (c) the Merchant's breach of this Agreement, the applicable Application Form, or any applicable law.

7.2 stc pay's liability under this Agreement is limited to direct loss caused by stc pay's own breach of this Agreement (for example, a failure to communicate an agreed Offer, or an error solely attributable to stc pay in the Marketing Materials it published), and, where applicable, stc pay's own payment obligations under Clause 8.

7.3 Neither Party shall be liable to the other for any indirect, consequential, or special damages, including loss of profits, loss of goodwill, or loss of anticipated savings, whether arising in contract, tort (including negligence), or otherwise.

7.4 The maximum aggregate liability of either Party arising out of or in connection with a specific Partner Offer shall not exceed the liability cap (if any) stated in the applicable Application Form. Where no liability cap is stated in the Application Form, this Clause 7.4 shall not limit a Party's liability, and Clause 7.1 (Merchant's liability for the Offer) shall remain uncapped in all cases.

7.5 Nothing in this Clause 7 limits or excludes either Party's liability for fraud, wilful misconduct, or gross negligence, or any liability that cannot be limited or excluded under the laws of the Kingdom of Bahrain.

8. Financial Settlement

8.1 A Partner Offer may be funded entirely by the Merchant, entirely by stc pay, or shared between the Parties. The funding structure, split, and any amounts payable in either direction ("Financial Settlement") shall be set out in the "Special Financial Terms" section of the applicable Application Form. Where the Application Form states that the Offer is fully funded by the Merchant with no financial participation by stc pay, no Financial Settlement shall be payable by either Party under this Clause 8.

8.2 Where the Merchant is liable to pay any amount to stc pay under an Application Form (for example, a merchant-funded cashback share or a commission), stc pay shall invoice the Merchant monthly in arrears, and the Merchant shall settle each invoice within thirty (30) days of its date, unless a different period is agreed in the Application Form.

8.3 Where stc pay is liable to pay any amount to the Merchant under an Application Form (for example, an stc pay co-funded incentive), stc pay shall pay the Merchant within thirty (30) days of receipt of a valid invoice and any supporting documentation reasonably required by stc pay, unless a different period is agreed in the Application Form.

8.4 All amounts stated in an Application Form are exclusive of value-added tax and any other applicable taxes, unless expressly stated otherwise.

8.5 If either Party disputes any amount invoiced, it shall notify the other Party in writing within fifteen (15) days of the invoice date, specifying the amount and grounds of the dispute. The Parties shall use reasonable efforts to resolve the dispute promptly, and any undisputed portion of the invoice shall remain payable on the original due date.

8.6 Each Party shall keep reasonable records supporting the calculation of any Financial Settlement and shall make such records available to the other Party upon reasonable request for verification purposes.

9. Data Protection

9.1 Each Party shall comply with the Personal Data Protection Law of the Kingdom of Bahrain, and any other applicable data protection law, in respect of any Personal Data it processes in connection with the Program.

9.2 The Merchant shall not use any Customer Personal Data made available to it in connection with a Partner Offer for any purpose other than fulfilling that specific Offer, and shall not use it for independent marketing, profiling, or onward transfer without the Customer's consent and stc pay's prior written approval.

9.3 Each Party shall implement appropriate technical and organisational measures to protect Personal Data against unauthorised access, loss, or disclosure, and shall promptly notify the other Party of any actual or suspected data breach affecting Personal Data shared under this Agreement.

10. Confidentiality

10.1 Each Party shall keep confidential all Confidential Information disclosed to it by the other Party, and shall not disclose it to any third party except to Representatives who need to know it for the purposes of this Agreement, provided such Representatives are bound by equivalent confidentiality obligations, or as required by law or a competent regulator.

10.2 This confidentiality obligation shall survive termination or expiry of this Agreement for a period of twenty-four (24) months.

11. Assignment

11.1 The Merchant shall not assign, transfer, or subcontract any of its rights or obligations under this Agreement or any Application Form without stc pay's prior written consent.

11.2 stc pay may assign this Agreement to any of its affiliates, or in connection with a merger, reorganisation, or sale of all or substantially all of its relevant business, upon written notice to the Merchant.

12. Morals Clause

12.1 If a Party (the "Defaulting Party") acts, or is reasonably considered by the other Party (the "Affected Party") to have acted, in a manner that brings or is likely to bring the Affected Party into public disrepute, contempt, or ridicule, or that materially damages the Affected Party's brand or reputation, the Affected Party may immediately terminate this Agreement or any affected Partner Offer, without prejudice to any other right or remedy available to it.

13. Independent Contractors

13.1 Each Party is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the Parties, and neither Party has authority to bind, or act on behalf of, the other.

14. Force Majeure

14.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) to the extent caused by events beyond its reasonable control, including natural disasters, acts of war, civil unrest, or governmental or regulatory action. The affected Party shall promptly notify the other Party and use reasonable efforts to mitigate the effect of such event.

15. Notices

15.1 Any notice under this Agreement shall be in writing and delivered by hand, courier, registered mail, or email, to the address or email address of the receiving Party set out in the applicable Application Form (or as otherwise notified in writing), and shall be deemed received when actually received by the addressee.

16. Governing Law And Dispute Resolution

16.1 This Agreement is governed by the laws of the Kingdom of Bahrain. The Parties shall first attempt to resolve any dispute amicably. If a dispute remains unresolved after thirty (30) days, it shall be referred exclusively to the competent courts of the Kingdom of Bahrain.

17. General

17.1 No Waiver: no failure or delay by a Party in exercising any right under this Agreement shall operate as a waiver of that right. No waiver or variation of this Agreement shall be effective unless made in writing and signed by both Parties.

17.2 Severability: if any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the Parties shall negotiate in good faith to replace the invalid provision with a valid one reflecting their original intent.

17.3 Entire Agreement: this Agreement, together with all Application Forms signed under it, constitutes the entire understanding between the Parties in relation to the Program, and supersedes all prior discussions or agreements on the subject.

17.4 Language: this Agreement is drafted in the English language. In the event of any inconsistency with a translated version, the English version shall prevail.

17.5 Counterparts and Electronic Signature: any Application Form may be executed in counterparts, including by electronic or digital signature, each of which shall constitute an original, and together shall constitute one agreement.

17.6 Amendments to these Terms: stc pay may amend, update, or replace these Terms from time to time by publishing the updated version on its website. Where a change materially affects a Merchant's existing rights or obligations under a live Partner Offer, stc pay shall give the Merchant at least thirty (30) days' prior notice (by email or through the Application Form contact provided) before the change takes effect in respect of that Offer. Continued participation in the Program, or execution of a new Application Form, after the effective date of an update constitutes the Merchant's acceptance of the then-current Terms. This Clause 17.6 does not permit stc pay to unilaterally vary the commercial or special terms of an already-signed, live Application Form; any such change requires the Merchant's written agreement.

Annex 1 – Application Form

The form of Application Form referred to in Clause 2.2 above is set out in the separate document entitled "**stc pay Partner Offers Program – Application Form**." A Merchant becomes bound by these Terms, and stc pay becomes bound to that Merchant in respect of the relevant Partner Offer, upon both Parties signing a completed Application Form in that form.