

# Payment Services Offer Agreement

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Effective Date: 01 April 2025

Frogtech Solutions DMCC, a company incorporated under the laws of the United Arab Emirates, with its registered office at Unit No: 4107, DMCC Business Centre, Level No 1, Jewellery & Gemplex 3, Dubai, UAE (hereinafter referred to as the "Company"), license No: DMCC-790279, offers to provide payment processing services (hereinafter referred to as the "Services") to any individual or legal entity (hereinafter referred to as the "Client") under the terms and conditions set forth in this Offer Agreement (hereinafter referred to as the "Agreement").

## 1. Acceptance of the Offer

1.1. This Agreement constitutes a public offer in accordance with applicable UAE legislation.

1.2. The Client accepts this offer by registering on the Company's website and/or by utilizing the Services, which constitutes full and unconditional acceptance of this Agreement.

## 2. Subject of the Agreement

2.1. The Company agrees to provide the Client with Services related to the processing of electronic payments, including but not limited to:

- Acceptance of payments from customers through various payment methods;
- Processing and settlement of transactions;
- Transfer of funds to the Client's designated bank account.

2.2. The specific scope and features of the Services shall be defined in the addendum concluded between the Parties separately.

## 3. Rights and Obligations of the Parties

3.1. The Company undertakes to:

- Provide the Services in accordance with the terms of this Agreement and applicable UAE laws;
- Ensure the confidentiality and security of the Client's data;
- Provide technical support to the Client during business hours.

3.2. The Client undertakes to:

- Provide accurate and complete information during registration and maintain the confidentiality of login credentials;

- Use the Services in compliance with applicable UAE laws and not engage in prohibited activities;
- Promptly inform the Company of any unauthorized use via email.

#### **4. Fees and Settlements**

4.1. The Company shall charge fees for the Services specified in the Addendum concluded between the Parties separately.

4.2. The Company shall transfer the funds received from the Client's customers, minus applicable fees, to the Client's designated bank account within the timeframe specified in the Addendum concluded between the Parties separately.

#### **5. Liability of the Parties**

5.1. The Company shall not be liable for any indirect, incidental, or consequential damages arising from the use or inability to use the Services.

5.2. The Client shall be liable for any violations of applicable UAE laws and any damages resulting from the Client's misuse of the Services.

#### **6. Confidentiality**

6.1. Both parties agree to maintain the confidentiality of all information obtained during the execution of this Agreement, except as required by law.

#### **7. Governing Law and Dispute Resolution**

7.1. This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates.

7.2. Any disputes arising out of or in connection with this Agreement shall be resolved through amicable negotiations. If the parties cannot resolve the dispute amicably, it shall be submitted to the competent courts of Dubai, UAE.

#### **8. Final Provisions**

8.1. The Company reserves the right to amend this Agreement at any time. The updated version shall be published on the Company's website and shall become effective upon publication.

8.2. The Client is responsible for regularly reviewing the Agreement to stay informed of any changes. Continued use of the Services after any amendments constitutes acceptance of the updated Agreement.

Frogtech Solutions DMCC

Unit No: 4107, DMCC Business Centre, Level No 1, Jewellery & Gemplex 3,

Dubai, UAE

Website: <https://frogtech.ae>

Email: [support@frogtech.ae](mailto:support@frogtech.ae)