

BOOKING TERMS AND CONDITIONS

Binding agreement

1. These terms of use, read together with the Program Terms and Conditions and the Privacy Policy located at [www.banquemisr.com] ("Privacy Policy"), constitutes a legal and binding contract ("Agreement") between you and [BANQUE MISR], a company validly existing under the laws of [Arab Republic of Egypt] providing, inter alia, the terms that govern your access to use (i) [BANQUE MISR's] loyalty program website [loyalty program's website domain name] ("Website"), (ii) [BANQUE MISR's] mobile applications ("Mobile Applications"), (iii) any other service that may be provided by [BANQUE MISR] from time to time (collectively referred to as the "Services") Cash Back and E-Vouchers .

2. You hereby agree and understand that this Agreement is a binding contract between [BANQUE MISR] and any person who accesses, browses, or uses the Services in any manner and accordingly you hereby agree to be bound by the terms contained in this Agreement. The term "you" refers to any customer visiting the Website and/or using the Services of [BANQUE MISR] through the Website or through customer service agents. If you do not agree to the terms contained in this Agreement, you do not have the right to use the Services and are required to forthwith leave the Website, discontinue use of Services and delete the Mobile Applications. The terms contained in this Agreement shall be accepted without any modification. The use of the Services would constitute acceptance of the terms of this Agreement. Please return to this page periodically to review the most current version of the Agreement. [BANQUE MISR] reserves its right at any time, at its sole discretion, to change or otherwise modify the Agreement without prior notice, and your continued access or use of this Website signifies your acceptance of the updated or modified Agreement.

Use of the Website

As a condition of your use of this Website, you warrant that (i) you are at least 18 years of age, (ii) you possess the legal authority to create a binding legal obligation, (iii) you will use this Website in accordance with this Agreement, (iv) If you are using the Services on behalf of another organization or entity ("Organization"), then you are agreeing to be bound by the Agreement on behalf of that Organization and you represent and warrant that you have the authority to bind the Organization to this Agreement. In that case, "you" and "your" refers to you and the concerned Organization (vi) all information supplied by you on this Website is true, accurate, current and complete, and (vi) you are a resident of [Egypt]. You acknowledge that Website is not for commercial use but is specifically meant for personal use only (vi) Banque Misr reserves the right at any time without any prior notification or responsibility towards the subscriber in any way whatsoever to cancel the rewards program and / or cancel and / or amend its advantages and / or features, add or delete subscribers of the rewards program and / or amend and / or deduct the value Reward points and / or reduce the value of reward points that were previously added to the customer (whether the customer exchanged them or not) and amend the method of redeeming these points even if these procedures will reduce the points earned without the right to object immediately or in future (vi) Points are not calculated on as purchases made with merchants listed in the category of governmental services and donation, as well purchases made in the European Union.

[BANQUE MISR] retains the right at its sole discretion to deny access to anyone to this Website and the Services we offer, at any time and for any reason, including, but not limited to, for violation of this Agreement.

Prohibited activities

The contents and information displayed on the Website (including, but not limited to, price, discounts, deals... etc.) as well as the software used to provide such content and information, is proprietary to us or our suppliers and providers. Besides making such copies, you agree not to modify, alter, copy, distribute, transmit, display, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or Services obtained from or through this Website. Additionally, you agree not to:

- use this Website or its contents for any commercial purpose;
- intentionally submit or provide incorrect, incomplete, deceptive or false information or details;
- violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;
- take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our Website;
- use any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents or other automated or manual processes) to navigate, access, monitor, copy content or search the Website;
- take any action or use any software or other function that may cause any malfunction of the Website;
- deep-link to any portion of this Website (including, without limitation, E-Vouchers and Cashback) for any purpose without our express written permission;
- "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization;
- violate or attempt to violate the integrity or security of the Website or any content thereof or attempt to decipher, decompile, disassemble or reverse engineer any part of the Website;
- transmit or upload document or information that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- transmit any information on or through the Website that is disruptive or competitive to the provision of Services; or
- copy or duplicate in any manner any of the [BANQUE MISR] content or other information available on the Website;

Use of Services

You acknowledge and agree that the scope of Services rendered by [BANQUE MISR] include only facilitation of E-Vouchers and cashback, etc. being offered for sale by the third party suppliers. All redemptions, cancellation, refunds, charges, services to be provided under such customer request etc. shall be governed by the terms and conditions of the respective third party supplier

Any redemptions initiated by you is contingent upon [BANQUE MISR] receiving the applicable fees, consideration or fares in its account and unless such monies or [BM Reward Club] have been credited into [BANQUE MISR's] account, it shall be under no obligation to issue the relevant E-Vouchers confirmation, or such other confirmations in connection with the redemptions

In the event any redemption the customer does not get confirmed for any reason whatsoever (such as technical faults, downtime, the dynamic nature of an online platform being accessed by several people simultaneously, etc.), [BANQUE MISR] shall forthwith notify you about the same. However, [BANQUE MISR] shall not be under any obligation to make another initiation for redemption in lieu of or to compensate/replace the previous redemptions. All subsequent transactions shall be treated as a new transaction without any reference to the earlier unconfirmed reservation.

Prices of the Services provided by each Supplier may change during the course of making a redemptions using the Services. Such change/variation is solely at the discretion of the Supplier and [BANQUE MISR] shall not be liable for any such change or variation in the price of products and services offered by such Suppliers.

[BANQUE MISR] may, at any time and without having to serve any prior notice to you, (i) upgrade, update, change, modify, or improve the Services or a part of the Services in a manner it may deem fit, (ii) change any promotion scheme, promotion period, grace period either by the Supplier (by whatever name it is called), and (iii) change the contents of the Agreement.

[BANQUE MISR] may also alter or remove any content from this Website without notice and without liability.

Third Party Content, Rules and Restrictions

You acknowledge that [BANQUE MISR] pre-negotiates rates with Suppliers and third party vendors to facilitate the purchase of Services on your behalf. The rate displayed on the Website is a combination of the pre-negotiated rates for such Services that you may purchase.

Separate and additional terms and conditions would apply to your E-Vouchers that you select. Please read these separate terms and conditions carefully. You agree to abide by the terms and conditions of E-Vouchers imposed by any Supplier

Any complaints regarding a Supplier should be brought to the attention of the Supplier immediately during the time of the Service and the same should be communicated to [BANQUE MISR] in writing within thirty days from the day of complain thereafter, failing which, [BANQUE MISR] will not entertain any such complaints.

Booking and Payment Policy

You accept and agree that the redemptions made by you is based on your requirements and after understanding the price, terms and conditions applicable to the redemptions made by you. [BANQUE MISR] does not accept any liability for the selection made by you and makes no representation as to suitability, merchantability or appropriateness to your requirements. Once the redemption has been made and accepted on the Website, any change or cancellation thereafter, will not be allowed.

Change and Cancellation Policy

The customer support working hours of [BM Reward Club] are ("Working Days in local time on each day from [applicable days], except on public holidays and holidays declared for private sector establishments in [Egypt]).

You accept and agree to abide by the terms and conditions imposed at the time of your purchase, which will determine the change and cancellation policy applicable to your purchase, including, but not limited to penalties and difference in price which may apply. Additionally, you agree that:

- All redemptions are non-refundable in nature and if a change or cancellation policy relevant to your request is not provided in the terms and conditions imposed at the time of your redemptions

Delivery Policy

All E-Vouchers on the Website and the transaction receipts will be delivered in the form of SMS after the successful completion of your E-Voucher. Your ticket will be delivered as a permanent record of SMS on the mobile number stored on system

You must check that you have received the E-Voucher details by SMS without delay if you have not received it within one day after your successful completion of the E-Voucher.

[BM Reward Club] does not assume liability for non-receipt of E-Voucher details if on incorrect mobile being provided, or the inability of the server to deliver the SMS containing your E-Voucher after your successful completion of the redemptions, or for up to twenty four (24) hours thereafter for any reason whatsoever.

Third Party Sites

The Website may contain hyperlinks to other websites ("Linked Sites") operated by third parties. The Linked Sites are not under the control [BANQUE MISR] and [BANQUE MISR] is not responsible or accountable for the content of any Linked Site, including without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. [BANQUE MISR] is not responsible for any form of transmission, whatsoever, received from any Linked Site. [BANQUE MISR] is providing these links only as a convenience, and the inclusion of any link does not imply endorsement by [BANQUE MISR] of the site or any association with its operators or owners, including the legal heirs or assigns thereof. In addition to this Agreement, you shall also ensure compliance with the terms and conditions of the third parties' Linked Sites, with whom you choose to transact. It is hereby clarified that [BANQUE MISR] shall not be held liable for any transaction between you and any such third party.

Submissions Made on the Website

[BANQUE MISR] appreciates your taking the time to make a submission or review or leave comments on the Website. Please be aware that by submitting content on the Website by electronic mail, postings or on the Facebook page, including any reviews, questions, comments, suggestions, ideas or the like contained in any submissions (collectively, "Submissions"), you grant [BANQUE MISR] and [BANQUE MISR] affiliates a non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised; and (b) use the name used for such Submissions. You acknowledge that [BANQUE MISR] may choose to provide attribution of your comments or reviews at its discretion, and that such Submissions may be shared with our Suppliers. You further grant [BANQUE MISR] the right to pursue at law any person or entity that violates your or [BANQUE MISR's] rights in the Submissions by a breach of this Agreement. You acknowledge and agree that Submissions are non-confidential and non-proprietary. [BANQUE MISR] assumes no liability for any Submissions posted or submitted by you and there is no

obligation to post your comments. [BANQUE MISR] will decide on the suitability and appropriateness of the Submissions at its sole discretion and its decision will be final and binding. If you do not agree to these terms and conditions, please do not provide any Submissions.

You are fully responsible for the Submissions, (specifically including, but not limited to, reviews posted to the Website). You are prohibited from posting or transmitting to or from this Website: (i) any false, unlawful, threatening, libellous, pornographic, defamatory, obscene, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial information or content (including, but not limited to, solicitation of funds, advertising, or marketing of any goods or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable and responsible for any damages resulting from any violation of the foregoing or other restrictions, or any other harm resulting to [BANQUE MISR] or any third party from your Submissions.

Use of Personal Data and Disclosure of Information

[BANQUE MISR] shall collect, process and maintain the information you provide on the Website in its database in order to conduct its business, web statistics, customer analysis, inform and make available products and services that you may be of interest to you, marketing promotions, from time to time. The information shall also be used to contact you when necessary such as for promotions, offers, update records, credit checks, ascertaining financial requirements, debt collection and any other purposes required by law.

[BANQUE MISR] has the right to disclose, disseminate, share, divulge or transfer information provided by you to [BANQUE MISR] Affiliates in other countries and/or with its Suppliers, vendors and third party providers as the case may be. You hereby consent to such disclosure and transfer of information on a need to know basis. In accordance [BANQUE MISR] and [BANQUE MISR] Affiliates will transfer personal data or information, to any other body corporate or a person in [Egypt], or located in any other country, that ensures the same level of data protection that is adhered to by [BANQUE MISR].

Intellectual Property Policy

Any software or applications made available to download from this Website ("Software") is the copyrighted work of [BANQUE MISR] or its Affiliates, and/or its respective Suppliers or vendors. The usage of such Software is governed by the terms of the end user license agreement, if any, which accompanies, or is included with, the Software ("License Agreement"). You shall not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms. For any Software made available for download on this Website not accompanied by a License Agreement, we hereby grant to you, the user, a limited, personal, non-transferable license to use the Software for viewing and otherwise using this Website in accordance with these terms and conditions and for no other purpose whatsoever.

Please note that all Software, including, without limitation, all HTML code and Active X controls contained on this Website, are owned by [BANQUE MISR] or its Affiliates, Suppliers or vendors and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is expressly prohibited, and may result in severe civil and criminal penalties. Without limiting the foregoing, copying or reproduction of

the Software to any other server or location for further reproduction or redistribution is expressly prohibited. The software is warranted, if at all, only according to the terms of the license agreement.

All the content and information contained in the Website is the intellectual property of [BANQUE MISR] and/or its respective Suppliers and Vendors and shall continue to remain its property save and except any exclusion specified therein. [loyalty program's website domain name] and variations of, like [other such website domain names], etc. are registered trademarks of [BANQUE MISR] and [BANQUE MISR] Affiliates in the [Egypt] or overseas. Except as provided in the Agreement, such intellectual property may not be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means, without the prior express written permission of [BANQUE MISR]. The usage of the Website or Services does not by itself entitle you to a right or license to use or benefit from the intellectual property. [BANQUE MISR] reserves its rights to initiate proceedings against any acts of infringement in addition to cancellation of the online transaction initiated by you.

If you are aware of an infringement of our brand or intellectual property or believe that the Website content infringes your copyright, please let us know by e-mailing [BANQUE MISR] at [email address].

Disclaimer of Warranty

TO THE MAXIMUM EXTENT PERMITTED BY LAW, [BANQUE MISR] DOES NOT PROVIDE OR MAKE ANY REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED ABOUT THE WEBSITE, SOFTWARE OR THE SERVICES. ALL SUCH INFORMATION IS PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND. [BANQUE MISR] DISCLAIMS ANY LIABILITY, RESPONSIBILITY OR ANY OTHER CLAIM, WHATSOEVER, IN RESPECT OF ANY LOSS, WHETHER DIRECT OR CONSEQUENTIAL, TO ANY PERSON, ARISING OUT OF OR FROM THE USE OF THE WEBSITE OR THE SERVICES.

THE WARRANTIES EXPRESSLY STATED IN THE AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY [BANQUE MISR]. THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE AND WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR YOUR PURPOSES. [BANQUE MISR] DOES NOT WARRANT THAT USE OF THE WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED. [BANQUE MISR] IS NOT RESPONSIBLE FOR SOFTWARE INSTALLED OR USED BY YOU OR FOR THE OPERATION OR PERFORMANCE OF THE INTERNET.

Liability Disclaimer

The content, information, Software or services published on the Website may include inaccuracies or errors, including pricing errors or mistakes. [BANQUE MISR] and its Affiliates, Suppliers and third party vendors through whom the Services are provided (collectively, "[BANQUE MISR] Affiliates") do not guarantee the accuracy or authenticity of, and disclaim all liability for any errors or inaccuracies relating to the information, much of which information is provided by the respective suppliers, [BANQUE MISR] expressly reserves the right to correct any price errors on the Website and/or on pending Redemptions

[BANQUE MISR] and [BANQUE MISR] Affiliates may make improvements and/or changes to the Website at any time.

[BANQUE MISR] and [BANQUE MISR] Affiliates make no representation about the suitability of the information, fitness for a particular purpose, conditions of merchantability, implied warranties of software, products or Services contained on the Website for any purpose, and the inclusion or offering of any products or Services on the Website does not constitute any endorsement or recommendation of such products or Services by [BANQUE MISR] or [BANQUE MISR] Affiliates. [BANQUE MISR] and [BANQUE MISR] Affiliates disclaim all warranties and conditions that the Website, its servers or any email sent from [BANQUE MISR] and [BANQUE MISR] Affiliates are free of viruses or other harmful components.

[BANQUE MISR] is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting from usage their products or Services. Neither [BANQUE MISR] nor [BANQUE MISR] Affiliates shall have any liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

If, despite the limitation above, [BANQUE MISR] or [BANQUE MISR] Affiliates are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then [BANQUE MISR] and [BANQUE MISR] Affiliates' liabilities will in no event exceed, in the aggregate, the [maximum value of Redeemed points used to perform the transaction].

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of [BANQUE MISR] and [BANQUE MISR] Affiliates.

Limitation of Liability

IN NO EVENT WILL [BANQUE MISR] BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING AMONG OTHER THINGS LOSS OF REVENUE OR PROFITS), PUNITIVE, OR EXEMPLARY, DAMAGES OF ANY KIND OR SUBJECT TO EQUITABLE OR INJUNCTIVE REMEDIES (WHETHER BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY OR OTHERWISE) ARISING OUT OF:

1. ACCESS TO, OR USE OF THIS WEBSITE, OR DELAY OR INABILITY TO USE THIS WEBSITE, OR ANY INFORMATION CONTAINED IN THIS WEBSITE; OR,
2. THE AVAILABILITY AND UTILITY OF PRODUCTS AND SERVICES

NOTHING IN THIS LIMITATION OF LIABILITY SHALL EXCLUDE LIABILITIES NOT PERMITTED TO BE EXCLUDED BY APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and keep indemnified and hold harmless [BANQUE MISR] and [BANQUE MISR] Affiliates, suppliers and any of their officers, directors, employees and agents from and against any claims, losses, demands, recoveries, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable attorney fee, brought by Regulatory Authorities or other third parties as a result of:

- your breach of this Agreement or the documents referenced herein;
- your violation of any applicable law or the rights of a third party;
- your usage of this Website;
- any claim of any infringement of any intellectual property right or any other right of any third party; or
- any claim made by any third party arising out of the use of the Services and/or arising in connection with Services offered to you.

Force Majeure

Neither party to this Agreement shall be liable for failure to perform any of its obligations hereunder during any period in which such performance is delayed by a force majeure event including but not limited to fire, flood, war, riot, embargo, organized labour stoppage, earthquake, hurricane, acts of civil or military authorities, acts of terrorism, acts of god etc. beyond the reasonable control of the parties, provided that the party whose performance is affected by the event of force majeure gives notice in writing to the other party of such event and provided further that the party whose performance is so affected did not act in a reckless manner or did not wilfully misconduct itself.

Security

[BANQUE MISR] maintains strict security standards and procedures with a view to preventing unauthorized access to your data. We use leading technologies such as (but not limited to) 128-bit VeriSign secure socket layer data encryption, firewalls and server authentication to protect the security of your data. Access to your account and account information is protected by a password, which you set. Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. If your browser is appropriately configured it should tell you whether the information you are sending will be secure (generally by displaying an icon such as a padlock). The combination of a secure browser at your end and our security measures provide you with the best security available. Once we receive your information, we will take all reasonable steps to protect the information. If [BANQUE MISR] no longer needs your information, [BANQUE MISR] and/or its respective Suppliers and Vendors will destroy or de-identify it. It may also be possible for you to review and change contact information such as address, phone and e-mail information by logging on and updating your personal profile. It is your responsibility to maintain the secrecy of any user ID and login password you hold. To protect your privacy, proof of identity or other authentication is required any time you contact us via the contact centre.

Cookies

We may gather and analyse information regarding usage of the Website, including domain name, the number of hits, the pages visited and length of user session. This information may be gathered via JavaScript and persisted by using a cookie. A cookie is a small text file placed on your hard drive by our web page server. A cookie will make the use of the Website faster and easier.

Transmission over the Internet

Due to the nature of the Internet, transactions may be subject to interruption, transmission blackout, delayed transmission and incorrect data transmission. We will not be liable for malfunctions in communications facilities that are not under our control affecting the accuracy or timeliness of messages and transactions you send. In order to maintain the security of our systems, protect our staff, record transactions, and, in certain circumstances,

to prevent and detect crime or unauthorized activities, we reserve the right to monitor all internet communications including web and email traffic into and out of its domains.

Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to be in full force and effect.

Binding Nature, Benefit

This Agreement shall inure to the benefit of and be binding upon the users of the Website and [BANQUE MISR] and their respective successors and permitted assignees.

Governing Law

The Agreement shall be governed by the applicable laws of [Arab Republic of Egypt]. You agree that the resolution of any dispute that could arise according to the terms will be under the exclusive jurisdiction of the courts of [Egypt].

ANY CARRIAGE BY AIR USING A TICKET OBTAINED USING THE WEBSITE SHALL BE SUBJECT TO THE CONDITIONS OF CARRIAGE OF THE RELEVANT CARRIER AND MAY ALSO BE SUBJECT TO THE WARSAW CONVENTION OR THE MONTREAL CONVENTION, WHICH MAY LIMIT THE CARRIER'S LIABILITY IN CERTAIN CIRCUMSTANCES . YOU SHOULD REFER TO THE APPLICABLE CONVENTION PROVISIONS. ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY [BANQUE MISR].

Notices

All notices and communications shall be in writing, and shall be deemed given if delivered personally or by courier service, or sent via email/ facsimile, with due acknowledgment of complete transmission to the following address:

[email address]

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