AL MAKKAH TELECOM (PRIVATE) LIMITED

APNAPAY DIGITAL WALLET & MERCHANT SERVICES — TERMS AND CONDITIONS

Official Operating & Regulatory Framework Agreement | Effective Date: October 2026

Please read these Terms and Conditions ("Terms", "Agreement") carefully before downloading, registering with, accessing, or using the **ApnaPay** mobile application or digital wallet services. This Agreement establishes legally binding terms between **AL MAKKAH TELECOM (PRIVATE) LIMITED** ("Company", "AMT", "We", "Us") and the user or merchant ("User", "Merchant", "You").

1. LEGAL STATUS & OPERATIONAL ARCHITECTURE

1.1. Corporate Registration: AL MAKKAH TELECOM (PRIVATE) LIMITED is a corporate entity registered under the laws of the Islamic Republic of Pakistan with the Securities and Exchange Commission of Pakistan (SECP).

1.2. Regulatory Disclosure (SBP License Status): AMT and ApnaPay operate exclusively as a financial technology platform and digital front-end interface. *AL MAKKAH TELECOM (PVT) LTD does not directly hold an Electronic Money Institution (EMI) or specialized banking license from the State Bank of Pakistan (SBP).*

1.3. Banking & API Integration Framework: All fund routing, account issuance, ledger settlement, money transfer, and core payment processing features offered within the ApnaPay platform are powered via Application Programming Interfaces (APIs) provided by financial institutions and commercial banks fully licensed and regulated by the State Bank of Pakistan (SBP).

1.4. Compliance: All transactional workflows, KYC verifications, and user operations strictly abide by the regulations of SECP, SBP guidelines for banking partners, and applicable national laws of Pakistan.

2. ACCOUNT CATEGORIES & ELIGIBILITY CRITERIA

ApnaPay provides two primary account structures tailored to distinct user groups:

> **2.1. Digital Wallet Account (Individual Users):**
> Designed for individual retail consumers for personal financial transactions, bill payments, mobile top-ups, and merchant purchases. Applicants must be citizens or legal residents of Pakistan possessing a valid Computerized National Identity Card (CNIC) or Smart National Identity Card (SNIC).

> **2.2. Merchant Account (Business & Retail Purpose):**
> Designed for micro, small, medium, and large-scale enterprises, retail vendors, and commercial entities. Allows businesses to accept digital payments from ApnaPay users and banking customers. Merchants must provide business proof, NTN/tax status (where applicable), and ownership verification prior to account authorization.

3. ACCOUNT VERIFICATION & TRUTHFULNESS OF DATA

3.1. Verification Mandate: Registration requires successful completion of electronic Know Your Customer (e-KYC) protocols prescribed by our banking partners and regulatory bodies.

3.2. Absolute Accuracy Required: You agree to provide current, full, and accurate personal and business details. Providing forged documents, stolen CNICs, fake business names, or misrepresenting identities is strictly prohibited and constitutes grounds for immediate legal prosecution.

4. ACCOUNT TERMINATION & NOTICE PERIOD

4.1. Discretionary Authority: The Partner Bank and/or AL MAKKAH TELECOM (PVT) LTD reserve the absolute and unreserved right to restrict, limit, suspend, freeze, or permanently terminate any Digital Wallet Account or Merchant Account at any time.

> **4.2. Notice Period (3 Hours Standard Notice):**
> Where required by regulatory guidelines, a notice of **three (3) hours** will be provided to the account holder prior to account termination or disruption via SMS, in-app notification, or registered email.

4.3. Immediate Suspension Without Notice: In events involving suspected fraud, security breaches, court orders, AML (Anti-Money Laundering) flags, or regulatory instructions, access to the account may be severed immediately without prior notice.

5. FRAUD, DISPUTED AMOUNTS & LEGAL ACTION (FIR PROVISIONS)

5.1. Zero-Tolerance for Fraud: Any fraudulent activity, financial manipulation, unverified transactions, illegal fund routing, or systemic abuse will result in an immediate freeze on funds and permanent account termination.

> **5.2. Registration of FIR & Prosecution under Government Laws:**
> If a User or Merchant engages in fraud, disputes legitimate amounts maliciously, submits fake or stolen identity documents, or facilitates illegal transactions, **AL MAKKAH TELECOM (PVT) LTD and/or the licensed Partner Bank reserve full legal rights to register a First Information Report (FIR)** with local police authorities and initiate criminal prosecution under the laws of the Government of Pakistan, including:
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> - **Prevention of Electronic Crimes Act (PECA), 2016**
> - **Pakistan Penal Code (PPC), 1860** (Fraud, Cheating, and Forgery provisions)
> - **Anti-Money Laundering Act (AMLA), 2010**

5.3. Disputed Funds & Administrative Hold: In cases of customer-merchant disputes or suspected illegal transfers, the Company and Bank reserve the right to place disputed amounts on administrative hold until full legal and internal clearance is obtained.

6. LIMITATION OF LIABILITY

AMT functions as the technical provider for the front-end user application. We shall not be held liable for temporary network downtimes, partner bank API failure, or unauthorized account operations resulting from a user sharing their login credentials, OTPs, or passwords.

7. APPLICABLE LAW & JURISDICTION

These Terms and Conditions are governed by, construed, and enforced in accordance with the statutory laws of the Islamic Republic of Pakistan. All legal proceedings shall be subject to the exclusive jurisdiction of the competent courts in Pakistan.

8. CORPORATE & HEAD OFFICE CONTACT INFORMATION

For official correspondence, regulatory inquiries, dispute reporting, or merchant support, please contact our head office:

Company Name:	AL MAKKAH TELECOM (PRIVATE) LIMITED
Application Name:	ApnaPay Digital Wallet
Head Office Address:	Old UBL Bank Building, Near Head Sulaimanki Road, Minchinabad, District Bahawalnagar, Punjab, Pakistan