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# **Terms & Conditions**

## Introduction

Any customer is obligated to read these terms and conditions carefully before using our services to ensure that they are fully aware of such terms. Whenever a customer uses Sympl service, downloads or logs in to Sympl mobile app, it means that the customer is fully aware of those terms and conditions, agrees to them, and abides by them. Sympl preserves the right to amend or change any of these terms and conditions at any point in time without any prior notice to the customer. The customer must revise these terms and conditions regularly in order to be aware of any updates or changes that are applied. Thus, by continuing to use our service and mobile app, the customer then agrees and accepts such modifications.

# The Company "Sympl"

"Sympl" company for financial technology and solutions SAE, an Egyptian joint stock company, incorporated and regulated according to the laws of the Arab Republic of Egypt, registered under Commercial Registration No. 171060 and Tax Card No. 643-247-289, and its head office at Majarrah Business Mall, Venus Building No. 1, Second Floor, Plot No. 12, Crazy Water Axis, Sheikh Zayed City, October 6, PO Box 12580.

# **Sympl Services**

Sympl is a leading company in the field of fintech solutions and it provides an electronic platform to help merchants better manage their transactions, increase their sales through the Internet and mobile phone, as well as developing a more effective way for merchant settlement in return for goods and services sold under the agreement with e-payments service providers and a network of vendors who sell products and services to their customers and provides

different means of payment and collection, in cash or on credit, in exchange for goods and services.

## Terms of Use

• The merchant offers the service of buy now and pay later through Sympl only to qualified bank card holders and Sympl determines the eligibility of the customer according to its discretion at the time of purchase, with the condition that the customer meets the below criteria:

a) has a valid Egyptian bank card (debit or credit card).

b) has an Egyptian mobile number.

c) Has an Egyptian National ID card

d) purchases products/services with a minimum amount of EGP300.

• For the customer to use the buy now, pay later service with Sympl, the customer must provide his card details (credit or debit) upon checkout, based on which we will approve/reject the transaction on the spot. If approved, the customer use Sympl service and hereby agreed on the deductions of the service fee, down payment, and the due payments automatically on their due dates.

• During Sympl purchase experience, the customer enters his mobile number, his National ID card number, and chooses his preferred payment plan with a minimum of 3 weeks and a maximum of 5 months.

• Before completing Sympl's purchase experience, the customer enters the OTP sent in an SMS to his entered phone number.

• We can require a minimum down payment upon checkout, and in this case the customer has to pay the down payment with his bank card in order to complete the transaction.

• During Sympl purchase process, the customer has to pay a service fee shown in the experience and by completing the transaction, the customer agrees to deduct this amount from his bank card used to make the purchase.

• By completing the transaction, it means that there will a collection on pay later plans from the customer for merchant settlement through the payment service provider in return for goods and services being bought and by that, and thus the customer agrees to pay his transaction

amount on his chosen pay later plan and he is responsible to pay all payments on their due dates.

• By completing the transaction, the customer accepts and agrees to these terms and conditions, and he is obligated to pay all fees and payments resulting from his purchase with Sympl.

• Once the transaction is successful, the customer receives a confirmation SMS with the transaction reference number, a link to download the mobile app, and a temporary password to use for log in. Thus, the customer has now a personal account on Sympl that he can use to view his transaction details and track his payments.

• Once the transaction is successful, the customer is responsible to view and track his payment due dates through the mobile app, and thus he must ensure that there will be a sufficient balance on his bank card at the due date of each payment so that we can automatically deduct it from the card used in the purchase.

## Sympl fees

• We do not charge any interest on the customer on his purchase, regardless of the vendor or the value of transaction.

• We charge a one-time service fee on every purchase (the customer can check it in the purchase experience)

• We charge a late fee on each late payment.

## Sympl payments

• The customer must ensure that there is a sufficient balance on his bank card at the due date of each payment to be automatically deducted from the bank card used during purchase.

• If we fail to deduct the payment from the bank card, the customer can use Sympl's mobile application to pay online using any other card or cash through partnered cash collection portals.

• Currently, the customer cannot pay part of his due payments in advance; however, he can fully settle all due payments related to one transaction at any time before the due date, without incurring any additional fees resulting from the prepayment process.

• Currently, the customer cannot change the payment plan that was chosen during purchase.

• If the customer fails to pay any of his due payments, a late fee will apply on each late payment.

## **Customer Personal Information**

• Any kind of information the customer provides related to his identity, account, or transactions and provided through the purchase experience, our application, our website, or our e-mail, the customer then confirms that this information is true, accurate, current, and complete.

• The customer also acknowledges that in case of any change in such information, he is responsible to update it through the mobile app or notify us immediately through any of our contact channels.

• The customer acknowledges that the mobile number and any bank card details he provides during the purchase or on the mobile app, are correct, current, and belong personally to the customer.

• The customer is responsible to maintain the confidentiality and security of his account password and bears full responsibility for all activities resulting from disclosing his password with any other person. If the password is lost or stolen, the customer must notify us immediately through any of our contact information and change the password as soon as possible through the mobile app.

#### Sympl rights

• We have the right to set a maximum purchase limit for every customer and the right to change this limit from time to time according to fair use and regular repayment behavior.

• We have the right to refuse or accept any purchase or any bank cards used by the customer in the transaction for any reason according to our terms and without giving any reasons for that.

• We have the right to charge a service fee on each transaction and we have the right not to refund the service fee to the customer in case a full refund occurs after 72 hours from the purchase date.

• We have the right to automatically deduct the due payments on their due dates from the customer's bank card used in the purchase through the agreement with e-payment collection companies, and the deduction of the payment occurs after sending a reminder SMS to the customer.

• We have the right to charge a late fee on each late payment.

• We have intellectual property right to all text, graphics, logos, trademarks, service marks, icons, images and software displayed through Sympl mobile app, website, social media pages or any platform belonging to our partners, and it is strictly prohibited to copy, redistribute, or use any of this content, or publish it.

• We have the right to save data about our customers' purchases and previous transactions for the purpose of improving his use of our service and our platform, and to provide him with better offers and benefits.

• Sympl is committed not to share or disclose any personal information or any other kind of information related to the customers with any third parties, unless it is necessary to provide the customers with better services and benefits, and the customer agrees to share this information for this purpose only.

#### **Return and exchange**

• Any refund or exchange is processed according to the merchant's return and exchange policy.

• Any refund or exchange shall be processed at the same store at which the original transaction took place.

• The service fee is only refundable within 72 hours from the purchase date.

• Any cancellation and/or changes made to the due payments resulting from the full or partial refund, are automatically reflected on the customer's account after receiving the confirmation SMS on the refund, and the details of the refund can be viewed on the mobile app.

• If the customer has previously paid payments with an amount greater than the refunded amount, we will refund this amount to the customer's bank card used during purchase.

• For more details, please call us on 15987

# Complaints

• The merchant is fully responsible, without any liability on Sympl, to deal with any complaints from customers related to the condition, quality, delivery, refund or exchange of products or services purchased using Sympl.

• Sympl is not responsible for any products or services that are advertised or offered by our partners through any platform owned by the partners.

• The customer can submit any written complaints related to our services through our email contact@sympl.ai or by calling us on 15987