

Terms and Conditions

The Terms and Conditions contained herein shall apply to any person ("User") using the services of "MAAK" for making payments through "MAAK" App. Each user is therefore deemed to have read and accepted these Terms and Conditions.

A. Privacy Policy

- MAAK respects & protects the privacy of the individuals that access the information & use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy. However, "MAAK" shall have the right to use users' information commercially, such as using them in analytical studies and classification of users in terms of gender, age, marketing campaigns, etc. Without any violation or exposure of privacy.
- This Privacy Policy describes MAAK's treatment of personally identifiable information that "MAAK", collects when User is on the "MAAK" App, 'MAAK" website. "MAAK" does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when the User specifically and knowingly provide such information on "MAAK", Like any business interested in offering the highest quality of service to clients, "MAAK" may, from time to time, send email & other communication to the User tell them about the various services, features, functionality and content offered by "MAAK", website or seek voluntary information from you. Please be aware, however, that "MAAK" will release specific personal information about the User if required to do so in the following circumstances:
 - to comply with any valid legal process such as a search warrant, statute or court order, or
 - if any of User's actions on "MAAK" platform violate the Terms of Service or any of "MAAK" guidelines for specific services, or
 - to protect or defend "MAAK" legal rights or property, the "MAAK" platform, or \ "MAAK" Users; or
 - to investigate, prevent, or act regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of "MAAK" website/ offerings.

B. General Terms and Conditions for Online-Payments

- Once a User has accepted these Terms & Conditions, he/ she may register and avail the Services. A User may either register on short form if any else full name of the client's website or alternatively enter his/ her registration form.
- The user may pay his/her dues/ fees form his/her card/mobile wallet using "MAAK" mobile App by entering card/wallet password once, the App's password must be correct. And pay in any other manner as may be specified by "MAAK"

from time to time. "MAAK" confirm card number and password data will not be stored in "MAAK" side.

- "MAAK" rights, obligations, undertakings shall be subject to the laws in force in Egypt, as well as any directives/ procedures of Govt. of Egypt, and nothing contained in these Terms and Conditions shall be in derogation of "MAAK", "MAAK" right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by "MAAK" with respect to such use. Each User accepts and agrees that the provision of details of his/ her use "MAAK" to regulators police or to any other third party to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of "MAAK".
- If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
- These Terms and Conditions constitute the entire agreement between the User and "MAAK". These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and "MAAK".
- A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- The entries in the books of "MAAK" kept in the ordinary course of business of "MAAK" regarding transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
- In cases of refund claims paid through "Maak" by users, here such complaints are dealt with based on the service provider's policy, that is, if the refund policy is acceptable to them, whether this policy is subject to certain controls or not, The refund is made by communicating with the operating staff in "Maak" through the official communication channels, whether it is a call or an e-mail, and the refund is made within (7) seven working days after confirming the validity of the claim, then the amount will be refunded minus the value of the commission included in the total amount paid for the service.
- In these Terms and Conditions, the term "Refund" means a successful purchase through the "MA'AK" application.
- Refund for fraudulent/duplicate transaction(s): In the event of fraud through misuse of the user's card/mobile wallet by a fraudster, such problems must be addressed by user(s) directly to the issuing bank/telecommunications company according to their policy and rules of without the slightest responsibility on "MAAK".

- Server Slow Down/Session Timeout: In case the Website or Payment Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
 - In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact MAAK via e-mail or any other mode of contact as provided by "MAAK" to confirm payment.
 - In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment. However, the User agrees that under no circumstances "MAAK" shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to "MAAK".

C. Limitation of Liability

- "MAAK" has made this Service available to the User as a matter of convenience. "MAAK" expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that "MAAK" reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
- "MAAK" is not liable for any inaccuracy, error, or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, nonperformance or interruption in any such data, information or message. Under no circumstances shall "MAAK", its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
- "MAAK" assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
 - the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the "MAAK" E-commerce platform or Services in connection thereto; and/ or
 - any interruption or errors in the operation of the "MAAK" E-commerce platform.
- The User shall indemnify and hold harmless the Payment Service Provider(s) and "MAAK" and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

- The User agrees that “MAAK”, or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond “MAAK” reasonable control.

D. Miscellaneous Conditions:

- Any waiver of any rights available to “MAAK” under these Terms and Conditions shall not mean that those rights are automatically waived.
- The User agrees, understands, and confirms that his / her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that “MAAK” or the Payment Service Provider(s) have no control over such matters.
- Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, “MAAK” does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
- “MAAK”, and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
- The User is hereby informed that “MAAK” will never ask the User for the User’s password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her account on the “MAAK” platform and close it when the transaction(s) have been completed. This is to ensure that others cannot access the User’s personal information and correspondence when the User happens to share a computer or mobile with someone else or is using a computer or mobile and connected with a public WIFI or unknown devices.
- “MAAK” reserves the right at any time, without prior notice, to add or vary all or any of these terms and conditions or to replace, wholly or in part this payment facility or to withdraw it completely.

E. Debit/Credit Card, Bank Account Details

- The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
- The User may pay his/ her fees to “MAAK” by using a debit/credit card through an “MAAK”. The User warrants agree and confirm that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card/bank details:

- The User is fully and lawfully entitled to use such credit/debit card, bank account for such transactions.
- The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate.
- The User is authorizing “MAAK” to debit of the nominated card/ bank account for the payment of fees selected by such User along with the applicable Fees.
- The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

F. Personal Information

- The User agrees that, to the extent required or permitted by law, “MAAK” and/ or the Payment Service Provider(s) may also collect, use and disclose personal information in connection with security-related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
- The User agrees that any communication sent by the User vide email shall imply release of information therein/ therewith to “MAAK”. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
- In addition to the information already in the possession of “MAAK” and/ or the Payment Service Provider(s), “MAAK” may have collected similar information from the User in the past. By entering the Website, the User consents to the terms of “MAAK” information privacy policy and to “MAAK” continued use of previously collected information. By submitting the User’s personal information to “MAAK”, the User will be treated as having given his/her permission for the processing of the User’s personal data as set out herein.
- The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

G. Payment Gateway Disclaimer

- The Service is provided to facilitate and give discount with access to pay online. “MAAK” does not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than the technical integration and what is specified in the “MAAK” for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment Service is entirely at own risk and responsibility of the User.