

Terms and Conditions for Enabling Emirates NBD Cards on Third Party Wallets

The following terms and conditions ("Terms of Use") govern the use of Cards issued by Emirates NBD with the Digital Wallet (the "Wallet") enabled on compatible Devices of the Customer from time to time.

These Terms of Use form a binding legal agreement between the Customer and Emirates NBD Bank PJSC (the "Bank" or "We") and apply to the Customer and/ or anyone else the Customer authorizes to use the Cards with the Wallet. Customer is requested to review the Terms of Use carefully before adding or using any Card with the Wallet because, by doing so, the Customer agrees to be bound by the Terms of Use. The Terms of Use is to be read in conjunction with the Emirates NBD Mobile Banking Terms and Conditions, Terms and Conditions for Emirates NBD Banking and Account Services, Emirates NBD Pay Terms and Conditions and Credit Card Terms & Conditions. In case of inconsistency between these terms and conditions and the Terms of Use, the Terms of Use shall prevail.

- **Definitions**

- Card means an EMIRATES NBD credit, debit or prepaid card issued by Emirates NBD to the Customer which is not expired, blocked, suspended or cancelled.
- Customer to you means the Bank account holder of the account related to the EMIRATES NBD Card or the Card Account holder of the Card issued by Emirates NBD
- Device includes but is not limited to a smartphone, tablet or smart watch or any other device which is compatible for use of the Wallet solution which EMIRATES NBD determines is eligible for the registration of EMIRATES NBD Cards to be used in the Wallet.
- Wallet means the mobile payment and digital wallet service created by the third party Wallet Providers that enables the users to make payments using certain Devices and Cards registered on such Devices.
- Passcode means the secret code that is required to unlock a Device, including a password, passcode, pattern or biometric identifier (where applicable).

- **General**

- You are solely responsible for maintaining the physical security of the Device and the confidentiality of the Device lock, PIN, Passcode, and other means to access the Wallet, Card credentials, or any other personal and payment information on or for the Device. On sharing the Device and/or means of access to the Device with any person, that person may be able to use the Cards and access the personal and payment information available in the Wallet. You are required to keep the Device and the credentials secure in the same manner as he /she would keep secure cash, cheques, debit or credit cards, and other personal identification numbers and passwords.
- The terms and account agreement that govern your Card do not change when you add your Card to the Wallet. The Wallet simply provides another way for you to make purchases with the Card. Any applicable interest, fees, and charges that apply to your Card will also apply when you use the Wallet to access your Card. The Wallet provider and other third parties such as wireless companies or data service providers may levy charges as specified by them.

- **Adding and removing an Emirates NBD Card**

You can add your Emirates NBD Cards to the Wallet by following the instructions of the Wallet provider. Only Emirates NBD Cards that we indicate are eligible can be added to the Wallet. If your Card or underlying account is not in good standing, that Card will not be eligible to enroll in the Wallet. When you add a Card to the Wallet, the Wallet allows you to use the Card to make transactions where the Wallet is accepted. The Wallet may not be accepted at all places where your Card is accepted.

You should contact the Wallet provider on how to remove your Card from the Wallet. We can also block your Card in the Wallet at any time.

- **Privacy, Security and your liability**

- We shall not be liable for any loss which you suffer by using the Wallet unless it is directly caused by us gross negligence and/or willful misconduct.
- In case of breach of confidentiality of the Device or Passcode, you shall be fully and solely responsible for and bear all charges, costs, losses, and damages whatsoever and howsoever arising from such breach. In the event you disclose the Passcode intentionally or unintentionally, you shall indemnify us against any unauthorized payment, charges, costs or losses and any transaction effected due to such breach.
- You shall immediately notify us if the Passcode is breached or is disclosed to another person or entity. You should request us to block the Card due to such disclosure or

breach and you shall indemnify us for any loss, damage, charge or expense caused to us due to such breach.

- In the event of fraud, loss or theft of the Device, you are obliged to immediately report such loss to us, in addition to other parties such as the telecom provider etc. Based on such reporting, we will arrange to block all Wallet transactions for all Cards. You can continue to use the physical Card plastic for all such enrolled cards. You hereby indemnify us against any claims, costs, charges or losses made in respect of any transactions effected using the Customer Device prior to the Customer notifying the Bank of the fraud, loss or theft or requesting the Bank to block the card.
- At its sole discretion we reserve the right to refuse to permit any transaction if we suspect there is a breach of the Terms of Use, or that fraudulent or illegal activity is taking place.
- When adding your Card to the Wallet, we collect certain information from you to verify your identity, in order to enable you to use the Card and facilitate participation with the Wallet.
- We shall also request certain account information relating to each Card you select to use with the Wallet, including the most recent transaction data, but not the full Card account number. You agree that we may also periodically collect and use technical data and related information, including, but not limited to, technical information about your Device to facilitate updates our services. We may use this information to improve its products or to provide services or technologies to you as long as it is in a form that does not personally identify you.
- You may receive push notifications from the Wallet reflecting the Card account activity. If you do not wish to receive push notifications, they may be turned off within the Device notifications or the Wallet app settings.
- If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your Card, then call us immediately using the number on the back of the Card.
- You must cooperate with the Bank in any and all investigations and use any fraud prevention or other related measures which we prescribe.
- You are solely and fully responsible for protecting your cards, wallet transactions and any other information on your device in case you lose or sell the device to any other 3rd Party or person

- **Suspension, changes termination**

We can terminate, change these Terms of Use or add or delete any items in these Terms of Use, at any time. We will provide notice if required by law. You cannot change these terms, but you can terminate these Terms of Use at any time by removing all Cards from the Wallet.

The customer accepts and understands that it is his / her responsibility to refer to the updated Terms of Use on the Bank website and will have no right to make any claim against the bank due to lack of his / her notification or consent to the changes made to the Terms of Use by the Bank.

- **Bank's Liability**

Emirates NBD is not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Wallet provider to allow usage of the Card in the Wallet. We are not responsible for any failure of the Wallet or the inability to use the Wallet for any transaction. We are not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement you enter into with the Wallet provider or associated third-party relationships that may impact your use of the Wallet.

- **Communication**

You consent to receive electronic communications and disclosures from us in connection with your Card and the Wallet. You agree that we can contact you by email or SMS at any email address or mobile number you provide to us in connection with any account. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.

- **Third party agreements and support**

These Terms of Use are solely between the Bank and the Customer. Third party services including the wireless carrier and other, applications or websites incorporated in the Wallet may have their own third party agreements. You may become subject to these third party agreements when you provide such third parties with personal information in order to use their services, visit their applications or websites, or as otherwise governed by the applicable circumstances. We are not responsible for the security,

accuracy, legality, appropriateness or any other aspect of the content or function of products or services from any third party.

It is your responsibility to read and understand any third party agreements before adding or using the Card through the Wallet.

We are not responsible for, and do not provide, any support or assistance for any third party hardware, software or other products or services. If there are any issues or questions with a third party product or service, including issues pertaining to the operation of the Device, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance.

- **License**

A virtual representation of the Card is licensed, to the Customer for use only under the Terms of Use. The Bank reserves all rights not expressly granted to the Customer.

You are granted a non-exclusive, non-sub licensable, non-transferable, personal, limited license to install and use tokens and other credentials associated with the Card to make payments with the Device solely in accordance with the Terms of Use. The license is limited to use on any Device that you own or control and as permitted by any applicable third party agreements.

You shall not rent, lease, lend, sell, redistribute or sublicense any right to use any Card credentials in the Wallet.

You hereby agree that the virtual representation of the Card in the Wallet or its credentials may be automatically updated or upgraded without notice to you. We may at any time, at its sole discretion and without prior notice, expand, reduce or suspend the Card or any currency of transactions allowed using the Card with the Wallet.

The Terms of Use are governed by the federal laws of the United Arab Emirates as applicable in the Emirate of Dubai and subject to the courts of Dubai.

The Terms of Use are made in Arabic and English, however, if there is any contradiction between the Arabic and English text, the Arabic text shall prevail.