



SIMPLYLIFE WALLET TERMS AND CONDITIONS

The below “Terms and Conditions” govern the relationship between the Customer and ADCB with respect to the ADCB Simplylife MobileApp and the ADCB Offering and the Third Party Offering available on the ADCB Simplylife MobileApp, which shall apply to the Customer in addition to ADCB Consumer Banking Terms and Conditions available on ADCB’s website www.adcb.com (together referred to as the “Agreement”). You hereby acknowledge and undertake that you have read and understood these Terms and Conditions and you shall always remain bound by them.

By downloading ADCB Simplylife MobileApp or enrolling/subscribing to the ADCB Simplylife MobileApp you irrevocably agree to be bound by the terms and conditions of the Agreement. Unless defined in these Terms and Conditions the capitalised words used in these Terms and Conditions shall bear the same meaning as defined in the ADCB Consumer Banking Terms and Conditions available on ADCB website www.adcb.com.

TERMS AND CONDITIONS OF USE

1. Definition

Additional Terms and Conditions means the terms and conditions specific to any ADCB Offering available on the MobileApp including but not limited to the Simplylife Wallet, Offer, Reward or any particular transaction performed by the Customer on the MobileApp, as communicated by ADCB from time to time;

Channel of Acceptance means the applicable process communicated by ADCB, for the Customer to enroll for the Offer or accept the Offer;

Discount means the respective discount applicable to a respective ADCB Offering or a Third Party Offering advertised on the MobileApp or the Website or any other Bank Communication from time to time;

Eligibility Criteria means the Customer eligibility criteria for particular Offer (defined below) or the Reward;

Gamification means a gaming feature available on the MobileApp, which allows the Customer to play a game to earn the Reward;

Marketplace means the digital market available on the MobileApp where the Customer can purchase the Third Party Offering or ADCB Offering (if applicable);

Notification for Reward means Reward notification by ADCB;

Offer means any offer provided by ADCB from time to time on the MobileApp;

Offer Period means the period of validity for a particular Offer as communicated by ADCB from time to time;

Reward means the reward in the form of ADCB Offering including but not limited to TouchPoint or a Third Party Offering or a Discount or cashback as communicated by ADCB from time to time to the Customer;

Reward Claim Period means the maximum time allowed for the Customer to claim the Reward, post which the Reward shall become null and void;

Reward Payout means the way the Customer will receive the Reward as communicated by ADCB from time to time;

Simplylife Wallet means the wallet available on the Simplylife MobileApp; and

Wallet Transaction means any purchase of goods and/or services or any other transaction effected by the use of the Simplylife Wallet;

We, we or us or our means ADCB; and

You or “you” means the party applying for an ADCB Offering or the Customer, and “Your” will be construed accordingly

2. Simplylife MobileApp

2.1 What is Simplylife MobileApp and how can you download it?

Simplylife MobileApp is an ADCB Simplylife branded MobileApp, which can be downloaded from the digital store applicable to the software, system and the Mobile Device used by the Customer, which is compatible with the Simplylife MobileApp.

2.2 What are the system requirements for the Simplylife MobileApp?

- ▶ The Simplylife MobileApp works with a compatible Mobile Device running Android, Lollipop and above and iOS 9 and above or any other software or system that is updated from time to time. You may need to upgrade the operating system on your Mobile Device if the version on your Mobile Device is no longer supported by ADCB.
- ▶ You acknowledge that ADCB is not responsible or liable for your inability to use the Simplylife MobileApp as a result, directly or indirectly, of defects or malfunctions occurring in respect of your Mobile Device, including but not limited to the camera used to scan QR codes.
- ▶ You acknowledge that, if the Simplylife MobileApp is installed or used on a jail-broken or rooted device, ADCB shall not be liable for any loss of or destruction, damage, alteration or unauthorised access to files, information or data on your device or the corruption or disablement of your Mobile Device caused directly or indirectly by the jail-breaking or rooting of your Mobile Device.
- ▶ You need an internet connection to use the MobileApp. You acknowledge that ADCB does not control your Wi-Fi or mobile service provider, and no warranty is made as to security, coverage, availability or service provided by your Wi-Fi or mobile service provider. You further acknowledge that ADCB is not responsible for any charges that you may incur from third parties with respect to your use of the Simplylife MobileApp, including without limitation any data charges or internet access fees.

2.3 What security measures apply to the Simplylife MobileApp?

- ▶ These security measures shall be applicable in addition to Clause 6 (Security Measures) of part 1 (General Terms) of ADCB Consumer Banking Terms and Conditions available on the ADCB Website.
- ▶ You must:
 - (A) not use the MobileApp for any illegal or unauthorised purpose or in a manner that could damage or cause risk to the ADCB business, reputation, personnel, customers, facilities or to

- any third party;
- (B) not introduce into or through the MobileApp any Virus, malware or similar item whose purpose or possible function is to disable a computer or network or adversely affect its performance;
- (C) take appropriate security of your Mobile Device;
- (D) not modify, decompile, reverse-engineer or disassemble the MobileApp or any part of it or remove, circumvent, disable, damage or otherwise interfere with security-related features of the MobileApp;
- (E) not impersonate any other person or access the MobileApp or the Simplylife Wallet Account of another person without obtaining written permission from respective person;
- (F) not execute transaction, through the MobileApp or Simplylife Wallet or any service or feature on the MobileApp on the basis of funds, which were obtained fraudulently or for a fraudulent purpose;
- (G) not use the MobileApp to transact with any merchant which does not appear in the list of approved Merchant available on the MobileApp or on the Website from time to time;
- (H) not post or transmit any message on the MobileApp which is libelous, defamatory or which discloses private or personal matters concerning any person;
- (I) not post or transmit any message, data, image or program on the MobileApp, which is pornographic, vulgar or offensive in nature;
- (J) not refuse to cooperate in an investigation conducted by ADCB;
- (K) provide confirmation of your identity or any other information provided by you to ADCB;
- (L) not use the MobileApp or any ADCB Offering or Third Party Offering or any feature or service on the MobileApp in any manner that could damage, disable, overburden, or impair it or ADCB's systems, including, without limitation, by using the MobileApp in an automated manner;
- (M) not remove, obscure, or alter ADCB or any third party's copyright, patent, trademark, or other proprietary rights notices affixed to, contained within or accessed using the MobileApp;
- (N) not sell, rent, license, distribute, publish or publically perform or display the MobileApp or services, software or information associated with or derived from it;
- (O) not use the MobileApp, Simplylife Wallet or any feature or ADCB Offering or Third Party Offering in a manner that ADCB or any Scheme or third party service provider reasonably believes to be an abuse of the Scheme's system or a violation of Scheme rules or third party service provider rules or operating guide;
- (P) not take any action that may cause ADCB to lose any of its business partners, including the Merchant accepting payments using the MobileApp; and/or
- (Q) not breach these Terms and Conditions or the Agreement any other agreement, policy or terms as may be applicable pursuant to or referenced in these Terms and Conditions.

2.4 Limitation of Liability

- ▶ You acknowledge that:
 - Information technology and telecommunications systems are not error-free; and in addition to the ADCB Consumer Banking Terms and Conditions available on ADCB Website adcb.com, ADCB disclaims all warranties, conditions, guarantees, representations and statements with respect to the MobileApp, Simplylife Wallet or any feature or service or ADCB Offering available on the MobileApp and the speed of availability, transfer and settlement of funds using the Simplylife Wallet either express or implied, whether by statute or otherwise, including any express or implied warranties

as to adequacy, timeliness, availability, satisfactory quality or fitness for a particular purpose or use, and all warranties arising from course of performance and course of dealing under Applicable Laws or loss of Reward / exchange difference / promotional offer unavailability of any ADCB Offering or Third Party Offering on the MobileApp or any feature on the MobileApp.

2.5 How can your access to the MobileApp or any ADCB Offering or Third Party Offering on the MobileApp can be terminated or suspended?

- ▶ In addition to ADCB rights under Clause 16 (Suspension, freezing, blocking, putting on hold and closure of an Account, termination rights and other remedies) of part 1 (General Terms) of ADCB Consumer Banking Terms and Conditions available on ADCB Website adcb.com, you acknowledge that ADCB may terminate or suspend, without notice, your access to the MobileApp or any ADCB Offering or Third Party Offering or any feature on the MobileApp, including but not limited to Simplylife Wallet, Marketplace, or Gamification, without any Liability, to you or to any third party, whenever it deems such action necessary in its absolute discretion or:
 - (A) if ADCB receives an order from a court or regulatory authority, having jurisdiction in the UAE, requiring it to do so;
 - (B) if you are no longer a resident of the UAE;
 - (C) if ADCB believes, acting reasonably, that you have acted fraudulently or dishonestly;
 - (D) if you are convicted of a crime;
 - (E) if you are in breach of these Terms and Conditions or the Agreement or any other agreement with ADCB;
 - (F) if you do not, upon request, provide ADCB with any information or documentation relating to you and/or ADCB Offering that it is required to maintain in accordance with Applicable Laws and/or ADCB Policies or is otherwise requested by ADCB;
 - (G) if you provide ADCB with incorrect information;
 - (H) where ADCB considers it necessary to do so, for the prevention of money laundering;
 - (I) for prevention of fraud;
 - (J) where ADCB has suspended, frozen, blocked or put a hold on your Account pursuant to Clause 16.1 of part 1 (General Terms) of ADCB Consumer Banking Terms and Conditions available on ADCB Website adcb.com; and/or
 - (K) if there are any other valid reasons why ADCB believes it is necessary to do so.Upon such termination or suspension, you agree to immediately stop using the MobileApp and/or Simplylife Wallet or any ADCB Offering or Third Party Offering on the MobileApp. These remedies are without prejudice to any other remedies which ADCB may have under the Applicable Laws.
- ▶ If ADCB terminates or suspends your access to the MobileApp or the Simplylife Wallet your Account will be suspended and any remaining funds in your Simplylife Wallet's Account shall be processed in accordance Clause 16.6 of part 1 (General Terms) of ADCB Consumer Banking Terms and Conditions available on ADCB Website adcb.com.
- ▶ The rights of termination and suspension in this Clause 2.5 may be exercised without the order of any court or other judicial authority.

2.6 Does ADCB have right to amend make changes on the MobileApp or amend these Terms and Conditions?

- ▶ You agree that ADCB may make operational changes to the MobileApp or any ADCB Offering/Third Party Offering or the Simplylife Wallet or any service or feature of the MobileApp at any time, including but not limited to changing the minimum specifications of the systems or devices required for access to them. You acknowledge that ADCB will use reasonable endeavors to provide notification of material changes on the MobileApp by placing a message on the MobileApp or by otherwise notifying you in accordance with the Agreement.
- ▶ You agree to ADCB varying these Terms and Conditions or the FAQs at any time by giving reasonable notice to you as per the Applicable Laws.
- ▶ If you do not agree with any change made by ADCB to the MobileApp or Simplylife Wallet or any service or feature or ADCB Offering or Third Party Offering on the MobileApp or these Terms and Conditions, your sole and exclusive remedy is to stop your use of MobileApp including the Simplylife Wallet or any service or feature or ADCB Offering or Third Party Offering on the MobileApp.

2.7 Are there any third party supplier/Merchant on the MobileApp?

- ▶ The MobileApp may contain links to third party supplier or Merchant websites and/or mobile application, operated by third party supplier/Merchant and offers or product or product details of third party supplier.
- ▶ You acknowledge that ADCB does not control such third party website or mobile application or product or features of third party supplier/Merchant and ADCB shall not have any responsibility or Liability for such third party supplier's or Merchant websites, mobile applications or product/service and product/service feature or any Third Party Offering advertised or sold on the MobileApp.
- ▶ You further acknowledge that these links are provided as a convenience and the inclusion of any link does not imply ADCB endorsement of the third party's website/mobile application or such website's/ mobile application's operator/owner. When you access a third party supplier/Merchant mobile application or website you do so at your own risk. It is your responsibility to review the privacy policies and terms of use that apply to third party supplier mobile application or website. Any claims you might have with respect to third party supplier/Merchant mobile application or website are against the operator of the website and not against ADCB.

2.8 Intellectual Property

- ▶ In addition to the Intellectual Property Rights under ADCB Consumer Banking Terms and Conditions available on ADCB Website adcb.com, you irrevocable agree:
 - (A) that the MobileApp and its features including but not limited to the Simplylife Wallet, Marketplace, Gamification and Third Party Offering advertised, published or sold on the MobileApp and their content, are protected by copyright, trademarks and other intellectual property rights owned by us or licensed to us. Except as allowed under the license granted to you, you may not use, copy or distribute MobileApp, its content, its features including but not limited to the Simplylife Wallet, Marketplace, Gamification, ADCB Offering and Third Party Offering or their content for any purpose without our express written permission and no other rights, title or interest in them are granted to you.
 - (B) that you will automatically grant us a non-exclusive, perpetual, irrevocable, royalty-free and sub-licensable licence to all intellectual property rights in any of your feedback on, or in connection with, the MobileApp and its content and feature, Third Party Offering, ADCB

Offering or third party provider and/or each of their content and improvements (including ideas for improvements and software code, documentation or other material documenting improvements) to the MobileApp and its features and content, that you make publicly available to us, including through our websites, or on any other application, platform or open source repository.

3. Reward

3.1 What Reward is available on the MobileApp?

- ▶ ADCB may from time to time provide a Reward for respective ADCB Offering/ Third Party Offering on the MobileApp or any transaction performed by you on the MobileApp.
- ▶ Reward is dynamic in nature and may be amended or replaced from time to time as per ADCB sole discretion.
- ▶ Reward will be communicated on the MobileApp or ADCB Website or through any other Bank Communications.

3.2 What terms and conditions apply to the Reward?

- ▶ Apart from these Terms and Conditions, Reward may be subject to ADCB Rewards Program terms and conditions available on ADCB Website adcb.com or Third Party Rewards Program terms and conditions applicable to a third party Reward or specific terms and conditions which shall be published on ADCB Website or any other Bank Communications.
- ▶ The Offer is available to a Customer who meets the Eligibility Criteria and who applies for the Offer, during the Offer Period.
- ▶ The Customer shall apply for the Offer through the Channel of Acceptance. By applying for the Offer, the Customer is deemed to have accepted the terms and conditions applicable to the Offer along with these Terms and Conditions.
- ▶ ADCB will communicate with the Customer, in relation to the Offer and any Reward awarded under the Offer, through the Notification of Reward.
- ▶ Additional Terms and Conditions shall also apply to the Offer.
- ▶ Reward shall be delivered to the Customer through the Reward Payout only. Reward that is not claimed by the Customer during the Reward Claim Period shall be null and void, and the Customer shall have no right or entitlement to any such Reward.
- ▶ Reward (whether accrued or redeemed) may be cancelled or clawed back by ADCB (in its absolute discretion), if the Customer no longer meets the Eligibility Criteria or is disqualified from the Offer by ADCB (in its absolute discretion or any third party supplier or issuer of the Reward).
- ▶ If all or any part of any Reward is unavailable at the time of the Customer's redemption, ADCB may (at its absolute discretion) substitute the Reward for another reward or benefit of a similar value.
- ▶ The Offer cannot be used in conjunction with any other ADCB Offering or any other offer or any third party supplier or issuer of the Reward, unless communicated otherwise by ADCB.

- ▶ Any voucher or promo code provided on the Simplylife MobileApp are valid on the Simplylife MobileApp only.
- ▶ If the Reward is subject to a promo code:
 - (A) such promo code must be entered before confirming a transaction;
 - (B) only one (1) promo code can be applied to one (1) transaction at a time;
 - (C) an expired promo code is no longer valid to use;
 - (D) all promo codes validity is limited to date, usage and limit;
 - (E) a promo code may be assigned to one user for one Merchant;
 - (F) a promo code may be assigned to one user to use with multiple Merchants;
 - (G) a promo code may be assigned to multiple users for one Merchant;
 - (H) a promo code may be assigned to multiple users for multiple Merchants;
 - (I) ADCB reserves the right to cancel or modify an order, or revoke the use of promo codes for any reason, including due to:
 - (a) suspicious or fraudulent purchasing activity or promo code usage;
 - (b) promo code abuse, including the use of multiple accounts associated with the same user;
 - (c) promo codes used for the purpose of reselling; or
 - (d) termination or expiry of ADCB relationship with the Merchant or third party supplier.
 - (J) unless otherwise stated by ADCB, promo codes are not valid in conjunction with other promotions or discounts and promo codes are not exchangeable for cash;
 - (K) ADCB will not be liable and/or be required to offer replacement promo codes, discounts, credits, cash or otherwise compensate Customers for:
 - (a) discontinued or cancelled promo codes;
 - (b) improper use of, or inability to redeem a promo code; and
 - (c) in case of any technical issues in redeeming promo code.
- ▶ ADCB reserves all the rights to change these terms and conditions or cancel any promotions at any time and without any prior notice.

4. Simplylife Wallet

4.1 How can you use the Simplylife Wallet and what terms and conditions are applicable to the Simplylife Wallet?

- ▶ Simplylife Wallet is a mobile digital wallet solution operated by ADCB. References to Simplylife Wallet in these Terms and Conditions includes Simplylife mobile wallet solution, the software application offered as part of Simplylife Wallet enabling Customers to carry out payments and transactions on or through the Simplylife Wallet.
- ▶ These Terms and Conditions set out the contractual basis on which individual natural persons can access and use the Simplylife Wallet.
- ▶ Registered users of the Simplylife Wallet can link their Debit Card or prepaid cards or any ADCB Account or other financial institutions credit/debit card or account, to their Simplylife Wallet.
- ▶ Customer may also use Simplylife Wallet to pay bills under accounts held with certain Merchants.
- ▶ For further information about how to register for the Simplylife Wallet and the services and functionality available with Simplylife Wallet, please refer to the FAQs. If there is any conflict or inconsistency between the provisions of these Terms and Conditions and the FAQs, the provisions of these Terms and Conditions shall prevail.

4.2 Who is eligible for the Simplylife Wallet?

- ▶ Any UAE resident (UAE National or expat with valid Emirates ID) above the age of 21 years is eligible to subscribe for the Simplylife Wallet and open the same.
- ▶ You acknowledge that the Simplylife Wallet allows the execution of transactions in UAE dirhams only and that VAT may be chargeable on sales and purchases of the products and services, you make using the Simplylife Wallet.
- ▶ You warrant and represent that all information you supply or make available to ADCB is true, accurate and not misleading.
- ▶ You acknowledge that, whenever it deems such action necessary in its absolute discretion, ADCB reserves the right to:
 - (A) decline to register you with Simplylife Wallet; or
 - (B) subject your registration with Simplylife Wallet to any condition whether or not specified in these Terms and Conditions.

4.3 What Charges are applicable to the Simplylife Wallet?

Charges for the Simplylife Wallet are stated in the Schedule of Fees available on the ADCB Website adcb.com.

4.4 How do you cancel the Wallet Transaction on the Simplylife Wallet and receive refund?

- ▶ You acknowledge that ADCB is not party to any Wallet Transaction you enter into with any person using the Simplylife Wallet.
- ▶ You acknowledge that Simplylife Wallet does not enable the return of funds to your Wallet Account once you have authorised a Wallet Transaction (known as a “chargeback”). Your entitlement to cancel an order you place with a third party supplier or the Merchant or to claim a full or partial refund of any payment you make to a third party Merchant will be subject to the terms and conditions of the relevant recipient of your order or payment.
- ▶ A third party or the Merchant may agree to refund an amount to your Wallet Account:
 - (i) by notifying ADCB and processing the refund using functionality provided by ADCB; or
 - (ii) using the third party supplier/ Merchant’s own refund procedure. You acknowledge that ADCB has no obligation to provide any refund functionality or to honor any refund request, it receives from a third party supplier/Merchant. You further acknowledge that the ADCB is not responsible or liable for any refund processed using any Merchant’s refund procedure. This clause do not apply in respect of unauthorised transactions using or on your Simplylife Wallet’s Account.

4.5 When will you not be able to use the Simplylife Wallet?

- ▶ You acknowledge that you will not be able to execute Wallet Transaction using the Simplylife Wallet if:
 - (A) you delink your Simplylife Wallet’s Account from your Mobile Device;
 - (B) you continually enter an incorrect PIN when logging into the MobileApp;
 - (C) you press “Forgot PIN” on the login screen within the MobileApp (in which case you will be asked to reset your PIN);
 - (D) your browsing session within the MobileApp is timed out (in which case you will be asked to log in to the MobileApp again); or

(E) you attempt to access your Simplylife Wallet's Account from a Mobile Device, which is not linked to your Wallet Account, and you acknowledge that ADCB is not liable to you in connection with your inability to use Simplylife Wallet in any of these circumstances.

- ▶ You acknowledge that any functionality enabling funds to be deposited into a Wallet Account from any bank account including but not limited to Account with ADCB, or withdrawn from the Wallet Account into a bank account, is dependent on and subject to the operation of the UAE Funds Transfer System operated by the Central Bank.
- ▶ You acknowledge that no industry standard or practice, including without limitation the Payment Card Industry Data Security Standard (PCI DSS) and Payment Application Data Security Standard (PA DSS), shall form part of the obligations of ADCB under these Terms and Conditions.
- ▶ Subject to the Applicable Laws and the Terms and Conditions, you acknowledge that ADCB excludes liability, whether in contract, for negligence, for breach of statutory duty or otherwise, for any direct loss and any loss of profits, business, revenue, data, goodwill or anticipated savings, or for indirect or consequential loss or damage which may arise out of or in connection with your use of, or inability to use, the Simplylife Wallet.
- ▶ You shall indemnify ADCB from and against any losses and liabilities (including, without limitation, reasonable legal fees), incurred or awarded against ADCB as a result of, or in connection with, your use of Simplylife Wallet and/or breach of these Terms and Conditions and the Agreement.

4.6 How are dispute and claims processed on the Simplylife Wallet?

- ▶ Once the Wallet Transaction has been completed as per the Records, it shall be deemed final and irrevocable. As such, ADCB shall not be under any obligation to reverse any Wallet Transaction.
- ▶ Notwithstanding clause above, ADCB reserves the right, at its sole discretion, to cancel or reverse a Wallet Transaction on the basis of a manifest error or on the basis of fraud and provided that the recipient has not redeemed the funds and the request to reverse the Wallet Transaction amount is made within 30 days or within time period prescribed in the Applicable Laws, of the erroneous Wallet Transaction date, as per the Records.

4.7 Dispute process

- ▶ If you wish to file a dispute, you may need to fill in the required details in a applicable Form or any other process prescribed by ADCB. The dispute must be submitted within 30 days or within time period prescribed in the Applicable Laws, from the date, of the Wallet Transaction in dispute, as per the Records.
- ▶ You will need to provide the below details for any dispute raised on Wallet Transaction on the Simplylife Wallet:
 - (A) police complaint Report;
 - (B) duly filled and signed dispute claim Form;
 - (C) Emirates ID Copy;
 - (D) passport Copy;
 - (E) statement copy; and/or

(F) any other information requested by ADCB.

- ▶ Investigation and resolution on fraudulent transactions can take time, subject to the nature of dispute and ADCB reserves the right to reverse any interim credit provided.
- ▶ ADCB reserves the right to investigate and accept only fraudulent cases. If the dispute is found not to be fraudulent, ADCB will close the dispute and you will not be eligible for any reimbursement. ADCB also may immediately:
 - (A) decline your application for any or all of the services;
 - (B) terminate any or all of the services;
 - (C) reverse any relevant transaction on the Simplylife Wallet;
 - (D) withhold funds from you or restrict your access to funds or your Account; and/or
 - (E) do anything else we reasonably consider necessary.
- ▶ ADCB shall inform you of any such actions we take, unless ADCB has a reasonable belief that we are prevented from doing so by Applicable Laws or we believe that doing so would compromise our anti-fraud or security measures.
- ▶ You acknowledge that ADCB is under no obligation to recall funds or is liable, if ADCB is unable to partially or fully recall the funds subject to the dispute.

4.8 What can ADCB use as evidence of your Wallet Transaction?

- ▶ ADCB may treat the following as evidence of a properly effected Wallet Transaction:
 - (A) any transaction record, credit voucher, cash disbursement slip or other charge record;
 - (B) the Records of your Wallet Transaction including, but not limited to, any Records in any medium related to transactions effected via the internet or MobileApp; and/or
 - (C) any other evidence which ADCB, in its sole discretion, is willing to accept from time to time including, but not limited to, records of a Merchant.

4.9 Are there any spending or limits on the Wallet Transaction?

The limits on the Wallet Transaction are subject to the regulatory approvals and ADCB Policies. Hence, the limit may change from time to time. Please refer to the Website, or otherwise contact ADCB, for further information on these limits.

4.10 Can ADCB decline your Wallet Transaction?

- ▶ Even if your Wallet Transaction limit has not been reached, ADCB will be entitled, at any time, without giving notice or reason and without any Liability on its part, to withdraw and/or restrict your right to use your Simplylife Wallet or to decline any Wallet Transaction. Without restricting ADCB's general right to vary these Terms and Conditions, this may occur in any of the following circumstances:
 - (A) the Wallet Transaction would cause a breach of these Terms and Conditions or the Agreement;
 - (B) any information that you have given to ADCB is suspected or turns out to be untrue or incorrect;
 - (C) you do not provide ADCB with any information that it requests from time to time under these Terms and Conditions;

- (D) any of your Accounts or transactions (as applicable) are suspended, frozen, blocked or put on hold in accordance with ADCB Consumer Banking Terms and Conditions available on ADCB Website adcb.com;
- (E) your UAE residence visa expires or is cancelled;
- (F) ADCB believes that there is a risk that you may not be able to meet your obligations (such as but not limited to bankruptcy or similar proceedings being commenced against you);
- (G) ADCB has reasonable grounds to suspect that you or any third party has committed or is about to commit a crime or other violation of any Applicable Laws in connection with the use of your Simplylife Wallet and/or Account;
- (H) ADCB suspects fraud or misuse of your Simplylife Wallet (you may be asked for further information, including verification of your identity, when we are asked to authorise the Wallet Transaction);
- (I) ADCB receives adverse information about your credit-worthiness from a credit reference agency;
- (J) the Wallet Transaction would cause you to exceed your Wallet Transaction limit;
- (K) you have not provided ADCB with any requested documents or information; and/or
- (L) for any other valid reason.

4.11 What are the matters for which ADCB is not responsible?

- ▶ In addition to any other exclusion of its Liability under the ADCB Consumer Banking Terms and Conditions available on ADCB Website adcb.com to the fullest extent permitted under Applicable Laws, neither ADCB nor its Affiliates will be responsible for any Liability arising out of:

- (A) any Unforeseen Circumstances, including any malfunction or failure of your Simplylife Wallet (including the facilities provided by it);
- (B) any Wallet Transaction whether or not they are:
 - (a) effected via the internet;
 - (b) effected with your PIN, OTP, knowledge or express or implied authority; or
 - (c) the result of a fraudulent act (unless the fraudulent act was by ADCB).
- (C) refusal by ADCB, a Merchant, any other bank, financial institution, Card Scheme Provider or any Terminal to:
 - (a) allow a Wallet Transaction; or
 - (b) accept the Simplylife Wallet, its number, OTP or PIN.
- (D) any failure by ADCB to perform any of its obligations under these Terms and Conditions, if such proper performance would result in ADCB being in breach of any Applicable Laws or ADCB Policies;
- (E) with respect to goods or services acquired with a Wallet Transaction, any:
 - (a) defect or deficiency in such goods or services;
 - (b) breach, shortcoming or non-performance by a third party; or
 - (c) loss or injury including by reason of any mechanical or other malfunction of any such goods or services.
- (F) the malfunction of Simplylife Wallet or disruption of communication systems, bank or other domestic/international payment networks;
- (G) any misstatement, misrepresentation, error or omission in any details disclosed by ADCB arising out of circumstances outside of ADCB's control; or
- (H) any damage to your credit rating and reputation relating to the decline of any Wallet Transaction.

- ▶ You will indemnify and hold harmless ADCB and its Affiliates against any Liability arising out of:
 - (A) any breach by you of these Terms and Conditions or the enforcement of ADCB's rights (including attorneys' fees and other expenses) hereunder;
 - (B) ADCB acting in good faith upon your instructions;
 - (C) any dispute between you and any third party in connection with a Wallet Transaction;
 - (D) your failure to observe the security measures under the Agreement, or as otherwise instructed to you by ADCB from time to time;
 - (E) the exercise by ADCB of its right to demand and procure surrender of your Simplylife Wallet, whether such demand or surrender is made and/or procured by ADCB or any other party; and/or
 - (F) your negligence, wilful misconduct or fraud.

All such costs and expenses may be debited from or charged to (as the case may be) your Account and will be payable by you. For the avoidance of doubt, your obligations to indemnify ADCB and its Affiliates will continue even after you cease to hold the Simplylife Wallet or the MobileApp. Your obligations to ADCB will not be affected by any dispute, counterclaim or right of set-off between you and any Merchant, bank, financial institution or any other party.

4.12 Can you let anyone else use your Simplylife Wallet?

You must not allow your Simplylife Wallet, PIN and OTP to be used by any other party and you must at all times ensure that your PIN and OTP are not disclosed to any other party and that your Simplylife Wallet is kept in a safe and secure place.

4.13 What if there is unauthorised use of your Simplylife Wallet by a third party?

- ▶ You must immediately notify ADCB if you become aware of any unauthorised use of your Simplylife Wallet by a third party.
- ▶ If ADCB decides in its sole discretion to investigate any alleged unauthorised Wallet Transaction, you must cooperate with ADCB and the police to investigate the incident.
- ▶ ADCB will only be responsible for the Wallet Transaction due to the unauthorised use of your Simplylife Wallet after you have reported the loss of the unauthorised Wallet Transaction to ADCB in accordance with Clause 4.7 above and provided that you have taken the required security measures under these Terms and Conditions or the Agreement.
- ▶ Where, following an investigation, ADCB determines in its sole discretion that there has been an unauthorised Wallet Transaction, ADCB will try to reverse the unauthorised Wallet Transaction and respective funds, only to the extent such funds can be recovered by ADCB.
- ▶ If ADCB later becomes aware of evidence that shows that ADCB was not responsible for the Wallet Transaction or that the Wallet Transaction was not unauthorised, ADCB retains the right to charge-back from you, as from the date when the Wallet Transaction was effected, the Wallet Transaction amount along with any Charges, foreign currency conversion costs, losses and any additional fees and expenses incurred by ADCB in investigating the Wallet Transaction (including, if applicable, any interest that would accrue if the Wallet Transaction resulted in your Account becoming overdrawn).
- ▶ If you notify ADCB of a Wallet Transaction as "unauthorised" and it is later determined to be valid, you may be liable to pay an administrative Charge.

4.14 What happens if you have a dispute with a third party in relation to a Wallet Transaction?

- ▶ If there is any dispute between you and any third party in relation to a Wallet Transaction, your obligations to ADCB will not in any way be affected by such dispute or by any opposing claim or right of set off that you may have against such party.
- 4.15 Can you revoke or cancel a Wallet Transaction?
- ▶ You cannot revoke a Wallet Transaction after you have completed the Wallet Transaction.
 - ▶ If you wish to cancel a purchase of a Third Party Offering, you will need to contact the relevant third party supplier/ Merchant.
- 4.16 What terms and conditions apply to the Wallet Account?
- In addition to these Terms and Conditions the Wallet Account shall be subject to ADCB Consumer Banking Terms and Conditions available on ADCB Website adcb.com including but not limited to its Clause 16 (Suspension, freezing, blocking, putting on hold and closure of an Account, termination rights and other remedies) of part 1 (General Terms).
- 4.17 Will you receive a Statement of Account?
- ▶ You will receive a Statement of Account in accordance with Clause 15 (Statement of Account) of part 1 (General Terms) of ADCB Consumer Banking Terms and Conditions available on ADCB Website adcb.com.
 - ▶ Your Statement of Account shall be subject to Clause 15 (Statement of Account) of part 1 (General Terms) of ADCB Consumer Banking Terms and Conditions available on ADCB Website adcb.com.
- 4.18 Can ADCB suspend or close your Simplylife Wallet?
- ▶ ADCB may at any time, in its sole discretion, withdraw, restrict or suspend your right to use your Simplylife Wallet or close your Simplylife Wallet or impose limits on all or some categories of Wallet Transaction, notwithstanding, amongst other things, that you have not exceeded the Simplylife Wallet limit. While ADCB will reasonably endeavour to notify you before exercising this right, where permitted by Applicable Laws, it will have the right to do so without notifying you in advance.
 - ▶ Your use of your Simplylife Wallet may also be suspended/closed immediately upon the suspension or closure of your Account(s) (as set out in Clause 16.1 and 16.5 of part 1 of ADCB Consumer Banking Terms and Conditions available on ADCB Website adcb.com).
- 4.19 Can your Simplylife Wallet be cancelled?
- ▶ While ADCB will reasonably endeavour to give you prior notice before cancelling your Simplylife Wallet, where permitted by Applicable Laws, ADCB may cancel your Simplylife Wallet without prior notice (by recall, termination or nonrenewal):
 - (A) at any time in ADCB's sole discretion;
 - (B) if ADCB suspects fraud or theft;
 - (C) upon your death, loss of mental capacity, bankruptcy or insolvency;
 - (D) if ADCB reasonably believes that you have left the UAE to take up residence elsewhere;
 - (E) if ADCB is unable to reach you at your Address, despite having made reasonable attempts to do so;
 - (F) your employment is terminated for any reason;
 - (G) you breach any of your obligations, covenants, undertakings, representations and warranties under Agreement;
 - (I) any information provided by you to ADCB is incorrect;
 - (J) any undertaking provided by you under these Terms and Conditions is invalid or breached;
 - (K) ADCB determines that there are grounds which could lead to your inability to fulfil your obligations to ADCB;

(L) upon closure of your Simplylife Wallet's Account or any other Account that will have impact on Simplylife Wallet;

(M) if you fail to pay any sums to ADCB when due;

(N) if you breach any term and condition of the Agreement or default under any ADCB Offering;
or

(O) If any of your Account is suspended or frozen by ADCB.

- ▶ Upon cancellation of your Simplylife Wallet you will remain liable for any Wallet Transaction that ADCB considers to have been initiated by you.
- ▶ You or your estate, administrator or executor will be responsible for repaying in full any outstanding liabilities on your Account and will keep ADCB indemnified for all costs (including legal fees and Charges) incurred in recovering such outstanding balances.

5. Marketplace

How can you use the Marketplace and what terms and conditions are applicable to the Marketplace?

- ▶ In addition to terms and condition stated herein Marketplace shall be subject to the Clause 19 (Third Party Offerings) of part 1 (General Terms) of the ADCB Consumer Banking Terms and Conditions available on ADCB Website adcb.com.
- ▶ The Third Party Product Offerings actual picture or features posted on the Marketplace, may be different from actual product.
- ▶ Any voucher or coupon provided by the third party supplier on the Marketplace shall be subject to the third party supplier terms and conditions and it is Customer responsibility to read and understand them before using any voucher or coupon.
- ▶ ADCB is not responsible for any return, cancellation or delivery related issue with respect to the Third Party Offering and the Customer has the sole responsibility to deal directly with the third party supplier/Merchant for such issues.
- ▶ Third party supplier/Merchant are independent and are solely responsible for their respective Third Party Offering that are published, offered or sold on the Marketplace and may have separate terms and conditions which apply to your use of such Third Party Offering (and it is your responsibility to check these terms and conditions to ensure that you are satisfied with them).
- ▶ Your purchase, receipt and use of Third Party Offering is at your own risk, we have no Liability with respect to the Third Party Offering and, unless otherwise set out herein, you expressly waive any claim you may have against us for any Liability which we may incur in connection with your purchase, receipt and use of the Third Party Offering.
- ▶ The content and the availability of the Third Party Offering on the Marketplace should not be construed as any form of advice, recommendation, endorsement, suggestion or solicitation by us or as any representation, warranty or guarantee that the Third Party Offering are appropriate or suitable for you.
- ▶ You should obtain independent professional advice in respect to any Third Party Offering you wish to receive, purchase, use, download or otherwise interact with.
- ▶ By entering into or using the Marketplace you agree that you will not:

- (A) access or use the Marketplace, Third Party Offering or ADCB Offering or content of such Marketplace and Third Party Offering or ADCB Offering for any commercial gain or business purposes;
- (B) do anything that affects the integrity or security of the Marketplace or causes (or may cause) harm, damage or unreasonable inconvenience to us or other users of the Marketplace;
- (C) gather, extract, download, reproduce, display and/or advertise on any website, other online or off-line service or otherwise, any content of the Marketplace or the or ADCB Offering;
- (D) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any part of the Marketplace or its content;
- (E) reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Marketplace or its content;
- (F) access the Marketplace or use its content in order to build a product or service which competes with our products, services, any of the or ADCB Offering or the Marketplace without our prior written consent;
- (G) license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit the Marketplace or its content, or otherwise make the Marketplace or its content available to any third party; or
- (H) provide any feedback, software code, documentation or other material to us that is not yours or that you do not have permission to provide for us to use or publish.
 - ▶ We may also suspend, withdraw, discontinue or change all or any part of the Marketplace, Third Party Offering or ADCB Offering and/or content for any reason and without notice to you.
 - ▶ You may decide to stop using the Marketplace, Third Party Offering or ADCB Offerings and/or its content at any time but the Terms and Conditions may apply to you to the extent relevant.

6. Loan

- ▶ Any Loan that you apply through the MobileApp shall be subject to ADCB Consumer Banking Terms and Conditions available on ADCB Website adcb.com and information provided by the Customer on the MobileApp and/or available with ADCB in the Records. Before making any application for the Loan, Customer shall have the sole responsibility to update ADCB, if there is any change in the information initially supplied by the Customer to ADCB.
- ▶ Customer should complete requisite formalities applicable to the Loan that the Customer wish to avail through the MobileApp.
- ▶ Loan shall be disbursed as per ADCB Policies and ADCB Consumer Banking Terms and Conditions available on ADCB Website adcb.com.

- ▶ ADCB may at its own discretion make a provisional disbursement of the Loan amount but Customer shall not be able to use the same, unless all the formalities are duly completed by the Customer.
- ▶ Customer irrevocably agrees that ADCB reserves the right to reverse any Loan disbursed provisionally, if the formalities have not been duly completed by the Customer or the Loan is not approved by ADCB.

7. Gamification

What is Gamification and how does it work?

- ▶ From time to time, we may provide some games on the MobileApp. Customer will be allowed to play some of those games, which shall be linked to the Reward.
- ▶ You agree that winners and Reward stated on the MobileApp are chosen randomly through the applicable software, without any manual involvement. Hence, ADCB Records shall be final and conclusive.
- ▶ Customer irrevocably agree to keep ADCB harmless and indemnified against any Liability arising from getting chosen or not chosen for the respective Reward or unavailability of the Reward.
- ▶ The Gamification feature is provided “as is” and (to the maximum extent permitted by Applicable Laws) without assurances of any kind, in particular, we do not assure you that Gamification (or their content) is or will be available, nor error, malfunction or virus free.
- ▶ If the winner is to be chosen by lucky draw, the draw shall be conducted as per the Applicable Laws and process shall be communicated to the Customer

8. Funds Transfer

Funds Transfer through the MobileApp shall be subject to ADCB Consumer Banking Terms and Conditions available on ADCB Website adcb.com

ADCB klip wallet Terms & Conditions

1.1 INTRODUCTION

klip is a digital payment platform, a nation-wide initiative by (15) national banks to transform the UAE into a cashless society and is in line with the various government efforts to drive digital transformation in the country. klip is owned and operated by Emirates Digital Wallet LLC.

klip offers a domestic and interoperable network that allows users to make instant money transfers and payments.

These Terms of Use govern your use of your eligible Wallet (as defined below), issued by our Bank, when you access the Service on any mobile phone, tablet or other device that supports the Wallet into which you were enrolled by our Bank, and into which you have registered as a User (as defined below). These Terms of Use (as defined below) are obligatory, so please read them carefully. The words “you” and “your” mean a User, and the words “we”, “us”, “our”, and “Bank” means our Bank (as defined below).

By using, or attempting to use, the Service (as defined below) in any capacity, you are acknowledging that you accept these Terms of Use (as defined below) and that the information as described herein is true and accurate.

1.2 DEFINITIONS

“Applicable Law/s” means all the laws and regulations, including future amendments, applied in the jurisdiction of the United Arab Emirates including but not limited the regulations of the CBUAE”.

“Bank/s” means a regulated financial institution supervised by the CBUAE and is an accepted Participant in klip in the plural and in the singular it is Abu Dhabi Commercial Bank PJSC.

“Claim” means an action taken by the User to dispute a successful Transaction.

“CBUAE” means the Central Bank of the UAE.

“Consumer” means User. Kindly check below User’s definition

“Customer” means User. Kindly check below User’s definition

“Dispute/s” means any claims, demands, proceedings or actions by a third party (including any brought by a Regulator).

“Force Majeure” means an unreasonable and unforeseen material event and/or act of God that goes beyond a person’s reasonable control preventing him/her to do or not to do an action or fulfil an obligation such as an natural disaster or war.

“klip” means the digital payment platform owned and operated by Emirates Digital Wallet LLC.

“Merchant” means the end User who has registered to use the Wallet for commercially related purposes and strictly related with his/her/their business and commerce.

“Participant” means a financial institution that is licensed and regulated by the CBUAE and is a participant of klip.

“Payer” means a User who pays for goods and services through klip using his/her mobile Wallet.

“Payee” means the beneficiary User who receives funds transferred through klip through the Payer’s Wallet.

“Personal User” means the end User who has registered to use the Wallet for personal use only and not related to any business or commerce.

“PIN” means the personal identification number used to access the User’s Wallet.

“Regulator” means the CBUAE or any supervisory or government agency, body or authority having regulatory or supervisory authority.

“Service/s” means the Service/s provided by your Bank through the Wallet and processed by klip.

“Stored Value Account or SVA”, means an account created in the klip ecosystem for use by the User to store and use digital cash.

“Terms of Use” means the present entire agreement including any annexes.

“Wallet” means a digital instrument issued by the Bank to the User used to store digital cash for the purpose of performing digital transactions by sending and receiving funds and/or paying and getting paid via klip.

“UAE” means the United Arab Emirates.

“User” also refers to “Customer” or “Consumer” means a physical person who has been issued with a mobile Wallet by his/her Bank, making use of a payment Service and/or payment instrument in his/her capacity as Payee or Payer and performed in his/her personal capacity not related to any private business or commerce.

1.3 YOUR OBLIGATIONS

- A. By accepting these Terms of Use, you provide your consent to klip to disclose your non-personal and personal information to the Bank or other third parties that are participants in klip for the following purposes:
 - a) As necessary for a Bank to complete money transfers between you and other Users.

- b) As necessary to resolve a problem related to a transfer or payment between you and another User.
 - c) To verify the validity of your stored value account.
 - d) To verify the validity of your provisioned Wallet.
 - e) To comply with government regulations or court orders.
 - f) To our affiliates, as permitted by Applicable Law.
 - g) To verify your identity for purposes of compliance with Applicable Laws in the UAE.
 - h) To comply with inquiries in connection with fraud prevention or any investigation.
 - i) For our general internal business purposes, including without limitation data analysis and audits.
- B. The Service is intended to send money to friends, family and make payments at business establishments that clearly display the klip brand logo. you should not use the Service to send money to or pay recipients with whom you are not familiar, or you do not trust.
- C. You acknowledge that for the purpose of registration and usage of the Wallet, you will have a valid and active bank account in a bank that is a Participant in klip.
- D. The funds that are outstanding in your Mobile Wallet do not constitute a deposit.
- E. The Service is intended for personal and private use, not related to any business or commercial use. You agree and shall ensure that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your registration if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we suspect that you are using the Service for business or commercial purposes, or for buying and selling prohibited products and/or Services. You shall ensure that you comply with all tax and VAT regulations in place regarding the prevention or the facilitation of tax evasion.
- F. You understand and acknowledge that if you send funds to a person that is not enrolled as a customer of a Bank that is a participant in klip, the person will only receive the funds once he becomes a customer in a Bank that is a participant in klip.
- G. By participating as a User, you represent to klip that you are the owner of the mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner, of that mobile phone number, and/or other alias to send or receive money as described in these Terms of Use. You consent to the receipt text messages from klip, other Users sending you funds or requesting funds from you, and the Banks or their agents regarding the Service or related transfers between Banks and you. You agree that klip, the Banks, or their respective agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree that:
- a) You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message Service, including without limitation for short message Service. Please check your mobile service agreement for details or applicable fees.

- b) You will immediately notify the Bank in writing or via the helpdesk if any mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
 - c) In the case of any messages that you may send through klip or that klip may send on your behalf to a mobile phone number, you represent to klip that you have obtained from the recipient of such automated text messages consent to send such text messages. You understand and agree that any text messages that klip sends on your behalf may include your name.
- H. Neither klip nor the Bank that issued your mobile wallet shall be liable for any typos or keystroke errors that you may make when using the Service. You understand and agree that you are solely responsible for entering the correct mobile phone number for the person that you are sending money to or requesting money from, and that you are solely responsible (klip and the Banks shall have no responsibility whatsoever), for any amounts that are transferred to the incorrect person as a result of you entering the incorrect mobile number.
- I. You may request funds from another klip User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Klip will not guarantee that you will receive funds from other Users by sending a payment request, or that you will receive the amount that you request. Neither klip nor the Bank accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than your initial request.
- J. By accepting these Terms of Use, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request funds for the payment or collection of an overdue or delinquent debt; to request funds that are owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend, and hold harmless klip, its owners, directors, officers, agents and the Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of any request for funds that you send that are related to overdue or delinquent amounts.
- K. You agree to receive funds requests from others and to only send requests for legitimate and lawful purposes. Requests for funds are solely between the sender and recipient and may not be reviewed or verified by klip or the Banks. Neither klip nor the Bank shall assume any responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for funds.
- L. We reserve the right, but assume no obligation, to terminate your ability to send requests for funds in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive, or unwelcomed by the recipient.
- M. If you have a question about a transfer that you made or received or expected to receive, then you should contact the receiver or sender Bank and attempt to resolve the issue. All questions about transfers that you initiated using the Service should first be directed to the Bank that issued your Wallet.
- N. You use the Wallet with a mobile number that is active.

- O. You will always ensure during your use of the Wallet that you will be, the legitimate holder of the mobile number and email address provided to us for the purpose of registration and use of the Wallet.
- P. You will provide true, accurate, current, and complete information about yourself and your use of the Wallet as required by us.
- Q. You are responsible for maintaining the confidentiality of and restricting access to and use of your Wallet, wallet PIN and one-time password, and accept responsibility for all activities that occur under your account and password.
- R. You will change your PIN periodically.
- S. You will comply with all Applicable Laws governing the downloading, use and exporting of the Wallet application in its entirety or components including keys and content.
- T. You will only use the Wallet for your personal use and will not use the Wallet for any purpose other than its intended functions and features within the limits imposed by klip, the Bank and Applicable Laws.
- U. You agree to our disclosure of information, data, and communication to a third party duly appointed by the Bank for the management and maintenance of the Wallet.
- V. We reserve the right to seek and/or verify your particulars including Know Your Customer (KYC) information provided by you, either by ourselves or from independent sources.
- W. You agree that it is your obligation to provide your own data /internet subscription for the usage of the Wallet. You agree, if you enable your device location settings, to the use of your device locational data by us and/or partners for the provision of value-added Service including promotions.
- X. You agree that you will not hold the Bank and klip responsible for any security breach as a result of connecting your device to a public communication network.
- Y. You agree that you will not hold us and klip responsible for any Service interruption as a result of communication network failure or interruptions.
- Z. You agree you will not buy or sell any inappropriate or prohibited products or Service, including:
 - a) items which may not be in compliance with local laws, or the klip operating rules.
 - b) items that may threaten national security or weapons of any description.
 - c) items which may constitute or be considered as promoting gambling.
 - d) items that (to the best of your knowledge) are defective, fake, damaged, false, or misleading; and
 - e) counterfeit or stolen items.

- AA. You will not deliberately distribute viruses or any other technologies that may harm the Wallet or Service or circumvent any technical measures we use to provide the Wallet and the Service.
- BB. You agree to hold klip and your Bank harmless and shall indemnify klip and the Bank for any damage or loss arising from any breach from your side towards these Terms of Use.
- CC. You acknowledge and agree that a transaction is considered as authorized by you once you have submitted your approval via the mobile device and a record of such transaction has been created.

1.4 FUNDING AND USING YOUR WALLET

- A. You understand that all transactions using your Wallet will be conducted in UAE dirhams only.
- B. You agree that you may only fund your Wallet using the following as provided by your Bank or its appointed representatives:
 - a) Your Bank's account.
 - b) Any other options introduced by your Bank in the future.
- C. For transfers from your Wallet to a Bank account, these transfers can only be made to your own Bank account.
- D. We are under a regulatory obligation to impose monetary limits on funding, holding, transaction and spending under the Wallet, as specified by the CBUAE. We reserve the right to impose monetary limits to any type of transaction via the Wallet and reserve the right to amend these monetary limits from time to time to comply with the Digital Payments Regulations, a Regulator's instructions, to comply with anti-money laundering and counter terrorism financing regulations, to otherwise protect the integrity of the Wallet or to meet business requirements.
- E. You agree to comply with the limits we may notify you from time to time, as applicable to your transactions via the Wallet. You may use your Wallet to purchase goods and Services at/from participating merchants. You understand that we do not have control over a merchant's decision to make the ("Wallet") a method of payment for the merchant's goods or services.

1.5 TRANSACTION INFORMATION

You acknowledge and agree that we will provide you with the following transaction information at a minimum:

- a) a unique reference number enabling you to identify the transaction.
- b) the transaction amount (including any charges therewith payable by you).
- c) the identity of the beneficiary (receiver), if available; and
- d) the date on which the transaction was completed.

1.6 REDEEMING YOUR AVAILABLE BALANCE

You may redeem the balance of your Wallet at any time by:

- a) Transfer to your default Bank account;
- b) Transfer to another klip Wallet;
- c) Payment at any klip acceptance merchant outlets; and
- d) Any other options introduced by your Bank in the future.

1.7 CLAIMS/ COMPLAINTS/REFUNDS

- A. You understand and agree that the transactions approved by you and conducted via klip are instant, final and irrevocable. You agree that you, and not your Bank, will be solely responsible for resolving any payment dispute with any Payee.
- B. If you believe that the Service has been used to make an unauthorized transfer or payment from your SVA, or if your transaction history in your Wallet reflects an error in a money transfer or payment while the Service, then you should contact your Bank within (30) thirty days from a transaction date. You have no right to dispute a transaction beyond this time period.
- C. klip and your Bank have no liability for your losses or damages:
 - a) If, through no fault of klip, the sender does not properly complete the transfer to your account.
 - b) If, through no fault of klip, your SVA does not contain sufficient funds to make the transfer.
 - c) If, through no fault of klip and/or the Bank, the Payee does not receive the text message containing a payment notification with instructions to enroll, via his/her Bank, in klip.
 - d) If the Service or Bank's Service were temporarily unavailable, and you as sender and the beneficiary as receiver knew about this unavailability before the transaction was initiated.
 - e) If circumstances beyond our reasonable control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we have taken.
- D. The list of examples set out in this Section is meant to illustrate circumstances under which klip would not be liable for a transfer or payment not being completed and is not intended to be limited or exclusive to the above listed circumstances where klip would not be liable.

1.8 BANK OBLIGATIONS

- A. We will ensure that you are able to contact us to report and notify issues related to the use of the Wallet. The Bank will provide you with details on contacting its helpdesk via the Bank's standard communication channels.
- B. Your Bank takes all reasonable steps to ensure that the Services will function as intended. The Bank will try to address within reasonable time (during the Bank's designated working hours) all technical issues that arise in relation to the Services.
- C. Your Bank shall not be liable if at any time the Application malfunctions and/or causes any loss or damage to you, or for any other loss or damage suffered as a result of any partial or total breakdown of, or inability to use, the Services.
- D. The Bank will respond to a complaint that you have raised no later than three (3) working days from the day of your notification.
- E. The Bank shall act, upon your notification, and if it confirms that the disputed transaction was incorrectly executed and/or unauthorized, to refund the amount to your Wallet in full including any fees, if any, no later than forty (40) days from the date of your notification (kindly refer also to below clause) unless it determines on a reasonable basis, that you acted fraudulently.
- F. The Bank will provide you with a reference number, upon your notification through the Bank's helpdesk, that you may use for following up.

1.9 YOUR LIABILITY

- A. You acknowledge and agree that you shall be liable towards klip and the Bank for losses up to one hundred percent (100%) of the transaction if proven that you have failed to protect your Wallet from misappropriation or misuse.
- B. You acknowledge and agree that you shall be liable for all the losses related to any unauthorized payment transaction if you have:
 - a) Acted fraudulently; or
 - b) Failed to fulfill your obligations under the present Terms of Use.
- C. You will always keep your mobile device safe and secure, and if any theft, fraud or loss occurs, you will block access to your Wallet. If you are unable to do so, you agree to notify your Bank immediately through the Bank's helpdesk about any unauthorized use of your Wallet and/or PIN or any other breach of security. You will be held personally liable for any transactions not authorized or made by you thereof up to the time of your notification to the Bank, excluding cases where notification is impossible and not reasonably practicable, including Force Majeure.
- D. If you fail to notify your Bank of unauthorized Transactions within (30) days from the Transaction date, you will be liable for 100% of any loss.

- E. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods on best effort basis.

1.10 PERSONAL DATA – CONFIDENTIALITY

- A. You have read, understood, and hereby grant your consent to the storage and processing of your data records by klip.
- B. You understand that the data and information collected is processed for the purpose of providing the Service requested by you.
- C. Your personal identifiable data will not be transferred to third parties as required for the provision of the Service except as instructed by courts or governmental authorities.
- D. You acknowledge and agree that klip requires that your data and your transactions data, attempted and/ or executed by you via its systems, be retained by your Bank for the minimum time required by Applicable Law which will also survive, in case of termination of the contractual relationship between you and the Bank, until the required minimum time comes to term.
- E. By accepting these Terms of Use, you acknowledge and agree with the privacy policy included in these Terms of Use.

1.11 SUSPENSION

- A. klip reserves the right to suspend the operation of your Wallet for reasons related to the security of its use and of the transactions executed, or in the event that unauthorized or fraudulent use is suspected or that an increased risk that you, as a User is unable to comply with the obligations undertaken is identified or reasonably suspected and/ or for any other reason may be provided in these Terms of Use.
- B. klip reserves the right to suspend the operation of your Wallet for reasons imposed by the provisions of Applicable Laws or in compliance with the provisions of judicial or other law enforcement authorities or for reasons that are imposed by klip in its absolute discretion such as indicative reasons that are related to the User's transactional profile or your non-compliance with the identification and verification procedures imposed by klip in accordance with the regulations of the supervisory authorities regarding implementation of measures of due diligence, or for reasons of non-compliance with the instructions imposed by the Bank and third parties involved in the procedure of completion and clearance of the transactions of the User.

1.12 VERIFICATION – IDENTIFICATION

- A. klip reserves the right to verify the authenticity and the accuracy of the data registered by you, and to apply at any time verification - identification procedures with the purpose of verifying your identity.
- B. klip reserves the right to request from your Bank information and data concerning the person who the User represents, the transactions made by means of using the Service as well as any third parties who participate or interfere with these transactions, in compliance with the policies and procedures implemented or with any special measures taken for the verification and identification of its Users, and furthermore in compliance with the anti-money laundering applicable legislation.
- C. klip applies the verification and identification procedures notified to you through your Bank systemically and you must comply accordingly. klip reserves the right to unilaterally amend the applicable policies and procedures and the personal actions included on a case by case basis and according to its sole discretion.
- D. You acknowledge that you have understood the difference between a Consumer and a Merchant as defined above as well as your obligation to register for our Wallet in your capacity.

1.13 FEES AND CHARGES

klip does not directly charge a User any fees or charges. Fees that are applied are subject to the agreement in force between the User and its Bank.

1.14 CHANGES TO THESE TERMS

klip may change these Terms of Use from time to time. You will be provided with notice as and when required under the Applicable Laws. You will be requested to accept the new Terms of Use, however your continued usage of the Service will be deemed as an implicit acceptance of the new Terms of Use.

1.15 GOVERNING LAW

The present Terms of Use are governed by and construed in accordance with the UAE laws and the UAE courts shall have the exclusive jurisdiction over any proceedings and disputes arising out of these Terms of Use.

1.16 PRIVACY POLICY

klip and your Bank consider as its top priority the safety and protection of your personal data. Your personal data includes any information that may lead, directly or combined with other information, to your identification or tracing as a natural person. Personal data

may include details such as name and surname, national identity number , passport number, natural/electronic addresses, phone/mobile phone numbers, credit/debit/prepaid card numbers, e-mails, transactions' data, telephone and electronic communications data, payments data, identification details of equipment or terminal appliances, as POS, PC, smartphone, tablet, browser history (log files, cookies etc.), as well as any other piece of information that may allow your identification, in accordance with the provisions of the applicable laws in the UAE.

Please read this privacy policy. By accessing our payment system via an application provided to you by your Bank, and by signing a relevant consent form, whenever this is required, you unreservedly accept the practices described in this policy, whose terms will govern our contractual relationship and form part of the terms of use of each of our services.

1. Objective

This Privacy Policy aims to inform you on the terms of collection, processing and transfer of your personal data collected by us and you bank.

klip applies processing principles of applicable privacy laws in the UAE in order to protect your rights. Klip ensure that the consumer is protected based on the guidance provided in the CBUAE Consumer Protection Regulation 8/2020 dated 25/11/2020 to promote a culture within the institution of respecting and acting in the best interest of Consumers and specifically aim to protect Consumers. The above apply without any distinction and to all processing activities performed and to all services provided by the Banks that use the payment system of klip.

2. Personal Data Collection

klip either directly or through your bank, will always ask for your minimum, as stipulated by UAE law, personal data, so that you are enabled to transfer money or make payments over klip. Such personal data may include, indicatively, name/user code, password, number, validity and expiration date of debit/credit/prepaid card, telephone number, e-mail, postal address, and digital wallet.

We , and/or your bank that is a Participant in klip , retain your personal data only for as long as imposed by the contractual terms of each service, in combination with the applicable financial, banking, tax, telecommunication and other laws in the UAE, based each time on the respective processing purpose, while afterwards it anonymizes or destroys them.

3. Instances of Personal Data Collection

klip, and/or your Bank, collect your personal data in the following instances:

- a) When you register for the wallet that is used to transact over klip.

- b) Upon your registration, and in the event your contact data is formatted to hard-copied or electronic lists so that you receive informative material or other marketing material in the form of prospectuses, electronically or by SMS or so that you renew your preferences or upon your participation in competitions, questionnaires, and surveys, if you explicitly agree to such material being forwarded to you.
- c) Upon your communication with your Bank's helpdesk, with your enquiries and/or claims.
- d) Upon submission of documents to us, that provide information for your protection against fraud money laundering or combat against financial and electronic crime.

4. Processing Principles

klip and your Bank will use your information for the following lawful processing purposes, namely:

- a) For the completion of your request to register in and use of your Wallet to transact over klip.
- b) To answer on your applications and questions, indicatively for the provision of information on transactions, wallet status, and service queries.
- c) For internal operations and analysis, such as internal management, prevention of fraud, anti-money laundering as per UAE laws, and for use by information technology management, invoicing, accounting, billing, and auditing systems.

5. Third parties

- a) When you use your Wallet and you provide us with personal information, we and your Bank operate as intermediaries and we do not transfer nor share your information, nor even among the Participants in klip or third parties, but only to the extent where it is necessary for the completion of your instructions.
- b) We choose reliable providers, and we try to set contractual restrictions to third parties who receive your personal data to ensure that they use them in accordance with this policy and the applicable in the UAE. Except that, we advise you to carefully read the personal data protection practices of any third party providers/suppliers, whose products you buy via our payment system. In addition, such third parties may contact you, if necessary, to receive additional information about a potential service, payment n of yours.
- c) We take the appropriate technical and organizational measures to ensure that your personal information is transferred, stored, and processed in accordance with the appropriate security standards and with the provisions of this policy and the applicable data protection laws of the United Arab Emirates.
- d) Finally, we may transfer or reveal your personal data to official or national state and supervisory bodies (e.g., police, Central Bank of the UAE, etc.) when we are asked to comply with the law and to prevent any unlawful actions (e.g., fraud, money laundering etc.) to our or our customers' detriment.

6. Data Security

- a) The Klip Payment System and the Bank have in place proper security policies, and we use the appropriate technical and operational tools, as anonymization, data encryption, use of firewalls, setting of access rights, authorizations, training of personnel, periodic audits, compliance with international ISO security and business continuity standards, PCI for protection of data and payment cards etc.
- b) Any authorized partner of us who has access to the above information uses them to exclusively serve the above purposes. We share the information you provide to us exclusively in the manners described in this Policy and in accordance with your explicit and special consent per type of processing, which you may at any time and freely withdraw by communicating with us.

7. In compliance with the Privacy Policy for Android Apps.

- A. The Bank is the owner of the application that you use to access the Services.
- B. The data we collect is used for the provision of the Services, completion of your registration, identification and verification, Transaction processing, and fraud monitoring and prevention.
- C. The data is collected in compliance with privacy and data protection laws in the UAE.
- D. When third parties access your information, it is solely for the purpose of Transaction processing, and no data is retained by these third parties beyond what is mandated by the applicable law of the UAE. These parties will provide the same or equal protection of your data as required by the applicable law in the UAE.
- E. You may request a change in the status of your data if permitted under the applicable law of the UAE.
- F. You will be notified by the Bank through standard channels of communication of any change in this privacy policy.

8. In compliance with the Privacy Policy for iOS Apps.

- A. The Bank is the owner of the application that you use to access the Services.
- B. The data we collect is used for the provision of the Services, completion of your registration, identification and verification, transaction processing, and fraud monitoring and prevention.
- C. The data is collected in compliance with privacy and data protection laws in the UAE.
- D. When third parties access your information, it is solely for the purpose of transaction processing, and no data is retained by these third parties beyond what is mandated by the applicable law of the UAE. These parties will provide the same or equal protection of your data as required by the applicable law in the UAE.
- E. You may request a change in the status of your data if permitted under the applicable law of the UAE.
- F. You will be notified by the Bank through standard channels of communication of any change in this privacy policy.