

Terms and Conditions for Enabling Arab Bank P.L.C Cards on Apple Pay

These terms and conditions ("Terms") govern the use of Cards issued by Arab Bank PLC (Arab Bank) with the Digital Wallet ("Wallet") enabled on compatible Devices of the Customer from time to time.

These Terms form a binding legal contract between the Customer and Arab Bank and shall apply to the Customer and/ or anyone else the Customer authorizes to use the Cards with the Wallet. The Customer is required to review these Terms carefully before adding or using any Card with the Wallet as the Customer agrees to be bound by the Terms. These Terms are to be read in conjunction with the Arab Bank Mobile Banking Terms and Conditions, Terms and Conditions for Arab Bank Online Banking and Account Services, Arab Bank Apple Pay Terms and Conditions and Credit Card Terms & Conditions. In the event of any conflict or inconsistency between these Terms and any other terms in connection with the use of the Digital Wallet, these Terms shall prevail.

1. Definitions

- a. **Card:** an Arab Bank credit, debit or prepaid card issued by Arab Bank to the Customer which is not expired, blocked or canceled.
- b. **Customer:** the account holder related to the Card issued by Arab Bank.
- c. **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 Arab Bank determines being eligible for the registration of Arab Bank Cards to be used in the Wallet.
- d. **Wallet:** the mobile payment and digital wallet service created by third party wallet providers which enable the users to make payments using certain Devices and Cards registered on such Devices.
- e. **Passcode:** the secret code which is required to unlock a Device, including a password, passcode, pattern or biometric identifier (as applicable).

2. General Terms

- a. Customer is solely responsible for maintaining the security of the Device and the confidentiality of the Device lock, PIN, Passcode, and all other means to access the Wallet, Card credentials, and any other personal or payment information related to the Device. Upon sharing the Device and/or means of access to the Device with any person, such person may be able to use the Cards and access the personal and payment information available in the Wallet and the

Device. Customer is 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.

b. The terms and account agreement that govern Customer's Card do not change when the Customer add his/her Card to the Wallet. The Wallet simply provides another way to make purchases with the Card. Any applicable interest, fees, and charges to the Card will also apply when Customer use the Wallet to access his/her Card. The Wallet provider and other third parties such as wireless companies or data service providers may levy charges as specified by them and the Customer shall be solely responsible and liable for that without any liability for Arab Bank.

3.Adding and removing an Arab Bank Card

The Customer can add his/her Arab Bank Cards to the Wallet by following the instructions of the Wallet provider. Only Arab Bank Cards that Arab Bank indicates are eligible can be added to the Wallet. If the Card or underlying account is not in good standing, that Card will not be eligible to be enrolled in the Wallet. When Customer adds a Card to the Wallet, the Wallet allows him/her to use the Card to make transactions where the Wallet is accepted. It is important to understand that the Wallet may not be accepted at all places where the Card is accepted.

The Customer shall contact the Wallet provider to know how to remove his/her Card from the Wallet. Arab Bank can also block a Card in the Wallet at any time upon the Customer's request.

4.Privacy and Security

a. Arab Bank shall not be liable for any cost or expense damage, loss, which the Customer suffer or incur by using the Wallet unless it is directly caused by Arab Bank's gross negligence and/or willful misconduct.

b. In the event of fraud, loss or theft of the Device, the Customer shall immediately report the same to Arab Bank, in addition to other parties such as the telecom provider etc. Based on such reporting, Arab Bank will arrange to block all Wallet transactions for all Cards. However, the Customer may continue to use the physical plastic Card for all of his/her enrolled cards. The Customer shall indemnify Arab Bank 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.

c. Arab Bank reserves the right, at its sole discretion and determination, to refuse to permit any transaction if Arab Bank suspects that there is a breach of the Terms, or that a fraudulent or an illegal activity is taking place.

d. When adding a Card to the Wallet, Arab Bank will collect certain information from the Customer to verify his/her identity, in order to enable the Customer to use the Card and facilitate participation with the Wallet.

e. Arab Bank may also request certain account information relating to each Card selected by the Customer to use with the Wallet, including the most recent transaction data, but not the full Card account number. The Customer hereby agrees that Arab Bank may also periodically collect and use technical data and related information, including, but not limited to, technical information about the Customer's Device to facilitate updates of the services. Arab Bank may use this information to improve its products or to provide services or technologies to its customers as long as it is in a form that does not personally identify a Customer in person.

f. The Customer may receive push notifications from the Wallet reflecting the Card account activity. If the Customer does not wish to receive push notifications, he/she may turn off within the Device notifications or the Wallet app settings.

g. The Customer shall cooperate with Arab Bank in any and all investigations and use any fraud prevention or other related measures which prescribed by Arab Bank.

h. The Customer shall be solely and fully responsible for protecting his/her cards, wallet transactions and any other information on his/her device in case he/she loses or sells the device to any other person.

i. In case of breach of confidentiality of the Device or Passcode, the Customer 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 the Customer discloses the Passcode intentionally or unintentionally, he/she shall indemnify Arab Bank against any unauthorized payment, charges, costs or losses and any transaction effected due to such breach.

j. The Customer shall immediately notify Arab Bank if the Passcode is breached or is disclosed to another person or entity. The Customer shall request from Arab Bank to block the Card due to such disclosure or breach and shall indemnify Arab Bank for any loss, damage, charge or expense incurred by Arab Bank due to such breach.

k. If the Customer has any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to the Customer by the provider. If such question, dispute, or complaint is about the Card, then call Arab Bank immediately using the number on the back of the Card.

5.Modification of Terms

Arab Bank shall have the right, at its sole discretion, to terminate or amend, modify these Terms and/or add or delete any of these Terms, at any time.

The Customer cannot change these terms but he may at any time by removing all Cards from the Wallet.

The Customer hereby declares that he/she has read, understood and accepted these Terms. The Customer hereby declares that he/she understands and accepts that it is his / her responsibility to

refer to the updated Terms on Arab Bank website and that he/she will not have the right to make any claim against Arab Bank due to lack of his / her notification or consent to the changes made to these Terms.

6.Liability of Arab Bank

It is hereby understood and agreed that Arab Bank is not the provider of the Wallet; hence, Arab Bank is not responsible for providing the Wallet service to its Customers. Arab Bank's only responsibility is to supply information securely to the Wallet provider to allow usage of the Card in the Wallet. Arab Bank is not responsible for any failure of the Wallet or the inability to use the Wallet for any transaction. Arab Bank is not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement entered into by the Customer with the Wallet provider or associated third-party relationships that may impact Customer's use of the Wallet.

7.Communication and Notices

The Customer hereby agrees that he/she will receive electronic communications and disclosures from Arab Bank in connection with the Card and the Wallet. The Customer hereby agrees that Arab Bank may contact him/her by email or SMS at any email address or mobile number provided to Arab Bank registered on his/her account. Furthermore, Arab Bank may include contact from companies working on the Customer's behalf to service his/her accounts. The Customer agrees to update his/her contact information when they change.

8.Licensing

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

The Customer is 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. The license is limited to use on any Device that the Customer owns or controls in accordance with any applicable third party agreements.

The Customer shall not lease, lend, sell, re-distribute or sub-license any right to use any Card credentials in the Card or the Wallet.

The Customer hereby agrees that the virtual representation of the Card in the Wallet or its credentials may be automatically updated or upgraded without notice. Arab Bank may at any time, at its sole discretion and determination and without prior notice, modify, change, limit or expand the Card or any currency of transactions allowed using the Card with the Wallet.

9.Relation with third parties

These Terms are only between Arab 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. The Customer may become subject to these third party agreements when he/she provides 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. Arab Bank shall not be responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of products or services from any third party.

The Customer shall be responsible for reading and understanding any third party agreements before adding or using the Card through the Wallet.

Arab Bank shall not responsible for, and does not provide any assistance or support whatsoever 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, without limitation, any issues relating to the function or operation of the Device.

10.Governing Law and Jurisdiction

These Terms shall be governed by the laws of the United Arab Emirates and subject to the jurisdiction of the competent courts of the United Arab Emirates. Notwithstanding the foregoing, Arab Bank may submit to any other court or jurisdiction at its sole discretion and determination.

These Terms are made in Arabic and English. In case of any inconsistency or contradiction, the Arabic text shall prevail.

Apple Pay is a trademark of Apple Inc., registered in the U.S. and other countries.