

Terms and Conditions for Enabling CBI Cards on Mobile Wallet Applications

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

These Terms of Use form a binding legal agreement between the Customer and Commercial Bank International PJSC (the "**Bank**" or "**We**") and apply to the Customer and anyone else the Customer authorizes to use the Cards with the Wallet. Customer is requested to review the Terms of Use carefully before adding or using any Card with the Wallet as, by doing so, the Customer agrees to be bound by the Terms of Use. The Terms of Use is to be read in conjunction with the CBI mobile and internet banking terms and conditions, General Terms and Conditions of Accounts and Banking Services for individuals and Credit Card Terms & Conditions.

1. **DEFINITIONS**

"**Card**" means a CBI credit, debit issued by CBI to the Customer which is not expired, blocked, suspended or cancelled.

"**Customer**" or "**you**" means the bank account holder of the account related to the CBI Card or the Card Account holder of the Card issued by CBI.

"**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 CBI determines is eligible for the registration of CBI Cards to be used in the Wallet.

"**Mobile Wallet Application**" means the mobile payment and digital wallet service created by the third party Wallet Providers which includes Apple, Google and Samsung that enables the users to make payments using certain Devices and Cards registered on such Devices.

"**Passcode**" means the secret code that is required to unlock or access a Device, including a password, passcode, pattern or biometric identifier (where applicable).

"**Wallet**" means the mobile payment and digital wallet service created by the third party Wallet Providers that enables the users to make payments using certain Devices and Cards registered on such Devices.

"**Wallet Providers**" means the third-party companies which includes Apple Computer Inc., Google Inc., and Samsung Electronics who develop and provide the mobile payment services on their Mobile wallet application.

Words used in these Terms of Use denoting the masculine gender shall include the feminine gender and words denoting the singular shall include the plural and vice versa.

Words implying person shall include an individual person, sole proprietor, individual partnership firm, company, corporation or other natural or legal entity whatsoever.

The headings to the clauses herein shall not be taken into consideration on the interpretation of these Terms and Conditions.

2. **CONSENT**

By enabling your Card issued by CBI for mobile payments on the Mobile Wallet Application at your request, you hereby authorize CBI to share your information with the Wallet Providers to enable your Card to operate on the Mobile Wallet Application, and to improve their products and services. CBI will provide your information to the Wallet Providers in accordance with CBI's policies. The Wallet Providers are contractually obligated to keep this information confidential. Additionally, any agreement or terms applicable to your Card will continue to apply when your Card is enrolled in the Service.

3. **CONFIDENTIALITY AND SECURITY OF THE DEVICE**

You are solely responsible for maintaining the physical security of the Device and the confidentiality of the Device lock, PIN, Passcode, and other means to access the Wallet, Card credentials, or any other personal and payment information on or for the Device. On sharing the Device and/or means of access to the Device with any person, that person may be able to use the Cards and access the personal and payment information available in the Wallet. You are required to keep the Device and the credentials secure in the same manner as You would keep secure cash, cheques, debit or credit cards, and other personal identification numbers and passwords. If you believe that anyone has gained unauthorized access to your account via your mobile device or otherwise, you agree to inform CBI of such unauthorized access immediately as provided for CBI's Terms and Conditions applicable on the Card.

The terms and account agreement that govern your Card do not change when you add your Card to the Wallet. The Wallet simply provides another way for you to make purchases with the Card. Any applicable interest, fees, and charges that apply to your Card will also apply when you use the Wallet to access your Card. The Wallet provider and other third parties such as wireless companies or data service providers may levy charges as specified by them.

4. **ADDING AND REMOVING A CARD**

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

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

5. **PRIVACY, SECURITY AND LIABILITY**

We shall not be liable for any losses which you suffer by using the Wallet unless it is directly caused by our gross negligence or willful misconduct.

In case of breach of confidentiality of the Device or Passcode, you shall be fully and solely responsible for and bear all charges, costs, losses, and damages whatsoever and howsoever arising from such breach. In the event you disclose the Passcode intentionally or unintentionally,

you shall indemnify us against any unauthorized payment, charges, costs or losses and any transaction effected due to such breach.

You shall immediately notify us if the Passcode is breached or is disclosed to another person or entity. You should request us to block the Card due to such disclosure or breach and you shall indemnify us for any loss, damage, charge or expense caused to us due to such breach.

In the event of fraud, loss or theft of the Device, you are obliged to immediately report such loss to us, in addition to other parties such as the telecom provider etc. Based on such reporting, we will arrange to block all Wallet transactions for all Cards. You can continue to use the physical Card plastic for all such enrolled cards. You hereby indemnify us against any claims, costs, charges or losses made in respect of any transactions effected using the Device prior to you notifying CBI of the fraud, loss or theft or requesting CBI to block the card.

At its sole discretion we reserve the right to refuse to permit any transaction if we suspect there is a breach of the Terms of Use, or that fraudulent or illegal activity is taking place.

When adding your Card to the Wallet, we collect certain information from you to verify your identity, in order to enable you to use the Card and facilitate participation with the Wallet. We shall also request certain account information relating to each Card you select to use with the Wallet, including the most recent transaction data, but not the full Card account number. You agree that we may also periodically collect and use technical data and related information, including, but not limited to, technical information about your Device to facilitate updates our services. CBI may use this information to improve its products or to provide services or technologies to you as long as it is in a form that does not personally identify you.

You may receive push notifications from the Wallet reflecting the Card account activity. If you do not wish to receive push notifications, they may be turned off within the Device notifications or the Wallet application settings.

If you have any questions, disputes, or complaints about the Wallet, contact the relevant Wallet Provider using the information given to you by such provider. If your question, dispute, or complaint is about your Card, then call us immediately using the number on the back of the Card.

You must cooperate with CBI in any and all investigations and use any fraud prevention or other related measures which we prescribe.

You are solely and fully responsible for protecting your cards, wallet transactions and any other information on your device in case you lose or sell, transfer or assign the device to any other third party or person.

6. SUSPENSION, CHANGES AND TERMINATION

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

You accept and understand that it is your responsibility to refer to the updated Terms of Use on CBI website and will have no right to make any claim against CBI due to lack of CBI's notification or your consent to the changes made to the Terms of Use by CBI.

7. **LIMITATION OF LIABILITY**

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

You agree that CBI is not responsible for the service availed by you through any mobile wallet application or for your usage for any mobile wallet application. You expressly acknowledge and agree that use of the service is at your sole risk, and CBI shall not be responsible in any manner whatsoever for the same including as to satisfactory quality, performance, accuracy and effort of any mobile wallet application. CBI makes no representations or warranties of any kind, including, without limitation, merchantability or the implied warranty of fitness for particular purpose and related warranties and representations. No oral or written information or advice given by CBI will create a warranty not expressly stated in this agreement. Should the service prove defective, CBI assumes no liability for the costs of all necessary servicing, repair or correction.

8. **INDEMNITY**

You agree to indemnify and keep CBI fully indemnified from and against any and all claims, losses, liabilities, obligations, actions, causes of actions, judgments, lawsuits, demands, penalties, charges, costs, expenses and disbursements of any kind or nature whatsoever and howsoever arising which you suffer, sustain, incur or be liable for, directly or indirectly, in consequence of or as a result of our acceptance and usage of the Mobile Wallet Application and you waive, release and discharge CBI from any and all claims, liabilities, demands, obligations, entitlements and rights of any kind whatsoever nature that you may have including without limitation rights of defense or objections against any actions in respect of, in relation to and in connection with the Mobile Wallet Application.

9. **COMMUNICATION**

You consent to receive electronic communications and disclosures from us in connection with your Card and the Wallet. You agree that we can contact you by email or SMS at registered email address or mobile number you provide to us in connection with any account or Card. You agree to update your contact information with us when it changes.

10. **LICENSE**

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

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

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

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

11. **THIRD PARTY AGREEMENTS AND SUPPORT**

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

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

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

12. **GOVERNING LAW AND JURISDICTION**

The Terms of Use are governed by the federal laws of the United Arab Emirates as applicable in the Emirate of Dubai and any dispute arising hereunder shall be referred to the courts of Dubai. Such submissions shall however not prejudice the rights of CBI to bring proceedings against the cardholder in any other jurisdiction.