

Terms and Conditions for E-Wallet provisioning for Branch of Emirates NBD - KSA Cards



بنك الإمارات دبي الوطني
Emirates NBD

1. Introduction

The following terms and conditions (Terms of Use) govern the use of Cards issued by Branch of Emirates NBD KSA with the Electronic Wallets (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, Branch of Emirates NBD Bank KSA (the Bank or We) and apply to the Customer and/or anyone else the Customer authorizes to use the Cards with the Wallet.
- > The customer is requested to review the Terms of Use carefully before adding or using any Card with the Wallet because, by doing so, the customer agrees to be bound by the Terms of Use.
- > The Terms of Use are to be read in conjunction with the Bank's Mobile Banking Terms and Conditions, Terms and Conditions for Banking and Account Services, Debit and Credit Card Terms & Conditions where applicable.
- > If there's any conflict between the Arabic version of the Terms and Conditions and any other translated language copy, the Arabic version shall be adopted.

2. Definitions

Card: means any physical or virtual card issued by the Bank to the Cardholder which allows the Cardholder to make Card transaction (as hereinafter defined) which includes Primary Credit Card, Supplementary Credit Card, Replacement Credit Card, Debit Card, or any other card issued By Branch of Emirates NBD KSA from time to time, irrespective of the card's brand name or scheme, to the Customer which is not expired, blocked, suspended, or cancelled.

Customer or You means the Cardholder who's holding the card issued by Branch of Emirates NBD KSA, the cardholder is the account holder of the card account issued by Branch of Emirates NBD KSA.

Device: including but not limited to and smart phone, tablet, smart watch, or any other compatible device for the Wallet System use, which Branch of Emirates NBD KSA decides it's eligible to register the cards issued by Branch of Emirates NBD KSA for Wallet System use.

Passcode: means the secret code required to open/unlock any device, including passwords, pass patterns, or recognitions, i.e., Touch ID, Face ID, or biometric identifier (where applicable). depending on the setting set by the customer.

Third Party: means MADA, Apple or any other Wallet Service Provider, which the customer can pay. Bank: Branch of Emirates NBD KSA with the Digital Wallet (the Wallet)

3. General

- > You are solely responsible for maintaining the physical security of the Device and the confidentiality of the Device lock, PIN, Passcode, and other means to access the Wallet, Card credentials, or any other personal and payment information on or for the Device. On sharing the Device and/or means of access to the Device with any person, that person may be able to use the Cards and access the personal and payment information available in the Wallet.
- > You are required to keep the Device and the credentials secure in the same manner as he/she would keep secure cash, cheques, Debit or Credit Cards, and other personal identification numbers and passwords.
- > In the event of unauthorized access, theft, accidental loss, or fraud that results or may result in the authorized use of your Card or Wallet, you are obliged to immediately report such loss to Bank. Based on such reporting, we will arrange to block all Wallet transactions for all Cards. Except for liability that cannot be excluded under the laws of the Kingdom of Saudi Arabia, and subject to our liability to you under any other applicable Bank terms and conditions, you shall be fully and solely responsible for and bear all charges, costs, losses, and damages whatsoever and howsoever arising from any unauthorized or accidental access and use of your Card or Wallet. At our own 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. You must cooperate with Bank in all investigations and use any fraud prevention or other related measures which we prescribe.
- > 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 card(s) to the Wallet by following the instructions of the Wallet provider.
- > Only cards that we indicate are eligible can be added to the Wallet. If your Card or underlying account is not in good standing, that Card will not be eligible to enroll in the Wallet.
- > When you add a Card to the Wallet, the Wallet allows you to use the Card to make transactions where the Wallet is accepted. The Wallet may not be accepted at all places where your Card is accepted.
- > You hereby agree that the virtual representation of the Card in the Wallet or its credentials may be automatically updated or upgraded without any notice to you.

5. Near Field Communication (NFC)

- > Near Field Communication (NFC) technology service ("Atheer") shall be made available on the Customer's card by passing the Card on the relevant terminal. The service is used to execute e-payments within the limit approved by the Bank without entering a PIN code (based on SAMA rules). The Bank may amend the payment limit in accordance with relevant rules and regulations. The Customer's approval is not a prerequisite for such amendment.
- > The Customer acknowledges full awareness of the risks associated with executing transactions through the NFC service and shall consequently assume full responsibility for any and all consequences arising therefrom.
- > Online purchase service is available on the Card. The customer acknowledges awareness of; and responsibility for, risks associated with executing online transactions and accepts all procedures applied by the Bank on the Card/account to complete such transactions.
- > The addition of the Card to the Wallet downloaded on smart devices ("MADA Pay", "Apple Pay" and other digital wallets) is available on the Card in order to enable the customer, through simulation technology, to use mobile phone to execute transactions through Atheer service using a default account number issued by the Bank.
- > The Customer shall ensure that his/her mobile phone specifications meet the e-services requirements in terms of system and compatibility, which may change from time to time. Likewise, mobile phones should be connected to the internet for the purpose of downloading applications and registering the Card in the Digital Wallet
- > The Customer may use the wallet to execute banking transactions, provided that such usage adheres to the rules and regulations issued by relevant authorities.
- > The Customer may use the Wallet to execute transactions without entering a PIN code. The Customer's authentication mechanism for using his/her phone shall be deemed a PIN code, which allows for executing unlimited purchases. The use of the wallet shall not be calculated amongst the cumulative limit of transactions executed by the plastic card without a PIN code.
- > The Bank shall enter all transactions executed through the Wallet in the Card's account.
- > The Bank may set ceilings for transactions executed through the Wallet for the safety of the customer

6. Third party agreements and support

- > These Terms of Use are solely between the Bank and the Customer. Third party services including the wireless carrier and other, applications or websites incorporated in the Wallet may have their own third-party agreements. You may become subject to these third-party agreements when you provide such third parties with personal information in order to use their services, visit their applications or websites, or as otherwise governed by the applicable circumstances.
- > We are not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of products or services from any third party.
- > It is your responsibility to read and understand any third-party agreements before adding or using the Card through the Wallet.
- > We are not responsible for, and do not provide, any support or assistance for any third-party hardware, software or other products or services. If there are any issues or questions with a third-party product or service, including issues pertaining to the operation of the Device, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance.

7. Privacy, security, and your liability

- > Third Party Wallet privacy policy describes the controls to be taken into consideration when dealing with personal information upon using any Third-Party Wallet service, an introduction to and use of eligible cardholders governed by the Bank's Privacy Policy. Your use of Third-Party Wallet service is governed by the terms of Third-Party Wallet Terms of Service, which describe in more details the service covered by this privacy policy.
- > The Bank shall not be liable for any loss which you suffer by using the Wallet unless it is directly caused by us gross negligence and/or willful misconduct.
- > In case of breach of confidentiality of the Device or Passcode, you shall be fully and solely responsible for and bear all charges, costs, losses, and damages whatsoever and howsoever arising from such breach. In the event you disclose the Passcode intentionally or unintentionally, you shall indemnify us against any unauthorized payment, charges, costs or losses and any transaction effected due to such breach.
- > If your Passcode is breached or is disclosed to another person or entity, you should immediately change your passcode as well as remove the Card from your Wallet. Additionally, you should immediately 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 via our chat/customer service, in addition to the Wallet provider and other parties such as telecom provider etc. Based on such reporting, we will arrange to block all transactions for all Cards. You hereby indemnify us against any claims, costs, charges, or losses made in respect of any transactions effected using the Customer Device prior to the Customer notifying the Bank of the fraud, loss or theft or requesting the Bank to block the card
- > At its sole discretion we reserve the right to refuse to permit any transaction if we suspect there is a breach of the Terms of Use, or that fraudulent or illegal activity is taking place

- > When adding your Card to the Wallet, we collect certain information from you to verify your identity, in order to enable you to use the Card and facilitate participation with the Wallet
 - > The Bank shall also request certain account information relating to each Card you select to use with the Wallet, including the most recent transaction data, but not the full Card account number. You agree that we may also periodically collect and use technical data and related information, including, but not limited to, technical information about your Device to facilitate updates our services. We may use this information to improve its products or to provide services or technologies to you as long as it is in a form that does not personally identify you
 - > You may receive push notifications from the Wallet reflecting the Card account activity. If you do not wish to receive push notifications, they may be turned off within the Device notifications or the Wallet app settings
 - > If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your Card, then reach out to us immediately using the chat/customer service
 - > You must cooperate with the Bank in any and all investigations and use any fraud prevention or other related measures which we prescribe
 - > You are solely and fully responsible for protecting your cards, wallet transactions and any other information on your device in case you lose or sell the device to any other Third Party or person.
- (A) Registration of Information: When you sign up for Third Party Wallet provisioning you create a link between Wallet Provider platform and the Bank account associated with your card(s) – added and activated in Wallet provider service. Based on Wallet Provider services you use, in addition to the information contained Branch of Emirates NBD's privacy policy, you may be asked to provide the following information: card number, expiry date, CVV, address, telephone number, and national ID number. In some cases you may also be required to submit additional information or answer additional questions to help verify your identity.
- (B) Transactions' Information: When you make transactions through Third Part Wallet, the Bank may collect information about these transactions including but not limited to: date, time and amount of the transaction, the location and description of the merchant (description by the seller of services or goods sold), names of seller and buyer (or sender and receiver), the method used to complete the payment, and the explanation of why you made the transaction.
- (C) How we use the Information we Collect: We use the information you provide to us in order to provide you with Third Party Wallet provisioning for customer service purposes, and to protect you from fraud, phishing, or other misconduct. Such information may also be used to assist third parties in the provision of products or services that you request from them. We also use the information to review your Wallet based activities to determine whether you continue to meet the terms of the service, to make decisions about your future Wallet based transactions, and for other legitimate business needs related to the Wallet transactions initiated by you.
- (D) Information we share: We will only share your personal information in the following cases:
- a. Where appropriate, on processing your transactions and maintaining your account
 - b. Notifying unregistered merchants, when you visit their websites or use their applications, whether you have an Apple Pay account that can be used to pay them
 - c. In the event that such information is requested by any governmental entity under judicial order and as requested by the regulatory authorities.
- (E) Information Security: The security of Third-Party wallets depends on whether you keep your passwords, PINs, and other login information, including your device with third parties, this may give them the whole option to use your Bank accounts and personal information which may result in unauthorized payments. You are solely and fully responsible for protecting your cards, wallet transactions and any other information on your device in case you lose or sell the device to any other third party or person.

8. Suspension, changes, and termination

- > We can terminate and/or change these Terms of Use and/or add and/or delete any items in these Terms of Use, at any time. We will provide notice if required by law. You cannot change these terms, but you can terminate these Terms of Use at any time by removing all Cards from the Wallet.
- > The customer accepts and understands that it is his/her responsibility to refer to the updated Terms of Use and will have no right to make any claim against the Bank due to lack of his/her notification or consent to the changes made to the Terms of Use by the Bank. The customer can read the updated terms and conditions by visiting the Bank's website <https://www.emiratesnbd.com.sa/en-sa/>
- > The customer may cancel the service in the event of rejecting such amendments after settling any outstanding financial obligations payable to the Bank.

9. Bank's Liability

- > Branch of Emirates NBD KSA 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.

10. Communication

You consent to receive electronic communications and disclosures from the Bank in connection with your Card and the Wallet. You agree that we can contact you by email or SMS at any email address or mobile number you provide to us in connection with any account. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes. You consent that your personal data may be disclosed, shared and processed by us or any third party-processing entity/s which work on our behalf to service your accounts.

11. License

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

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

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

You hereby agree that the virtual representation of the Card in the Wallet or its credentials may be automatically updated or upgraded. We may at any time, at the Bank's sole discretion, expand, reduce, or suspend the Card or any currency of transactions allowed using the Card with the Wallet.

12. Governing Law and Disputes

These terms and conditions shall be deemed part and parcel of the terms and conditions of the relevant card accepted by the Client previously. The Terms on Use are governed by the laws of the Kingdom of Saudi Arabia.