

## **FAB Digital Wallet Terms and Conditions ("Terms")**

### **Important Information**

It's important that you always:

- Keep your Device secure and with you
- Keep your Device passcode and Security Details secure and only known by you

#### **What do we mean by Device?**

This means a smartphone or other device that has your card or account details on it and allows you to make payments when used with your security details.

#### **What do we mean by Security Details?**

These are personalised details you must use to give a payment instruction, confirm your identity or to access your device (for example a password, security code or biometric data such as a fingerprint or facial recognition).

#### **What do we mean by Digital Wallet?**

This means a wallet application provided by a Mobile Wallet Provider, installed in a Device in which your card or account details are stored.

#### **What do we mean by Mobile Wallet Provider?**

This means the provider of the Mobile Wallet in your Device.

If your Device is lost, stolen or is used without your consent, please call us on the telephone number printed on the back of your FAB card.

If you think your Security Details have been compromised, change them immediately. You'll find more detailed privacy information and security steps you should take in section 5 below.

### **Registration**

Please read these Terms carefully and if you'd like to activate and use a Digital Wallet, scroll down and press "I Accept". If you want to refer to these Terms in the future, you can request them at any time via our website.

### **About these Terms and Conditions**

This document contains the conditions that govern your use of your Digital Wallet. Unless we tell you otherwise, they don't apply to accounts that you can access via your Digital Wallet, as these are covered by separate agreements. Your use of the Digital Wallet to purchase goods and services is still governed by the applicable FAB Credit Card Terms and Conditions, Prepaid Card Terms and Conditions and/or FAB General Terms and Conditions for Accounts. If we do tell you that any of these terms apply to a card, and there is an inconsistency between your card terms and these conditions, your card terms will apply.

These Terms govern your access to and use of your card via the Digital Wallet only as between FAB and you. Your Device provider, your Mobile Wallet Provider, your Wireless Carrier, and other third party services or websites incorporated in the Digital Wallet may have their own terms

and conditions and privacy policies ("**Third Party Agreements**"). You are also subject to those Third Party Agreements when you give them your personal information, use their services or visit their respective websites.

### **Meaning of Words**

Unless terms are specifically defined in this document, then other terms shall have the same meaning as given in your relevant FAB account terms.

- "Card Account" means the applicable FAB personal or Business Banking account(s) or the FAB debit card, prepaid card or credit card.
- "FAB Digital Wallet Privacy Policy" means the privacy policy that FAB has established to safeguard your personal information when using your card to make transaction through your Digital Wallet. This is separate from and in addition to the FAB Data Protection Statement and any applicable Third Party Agreement privacy policies, including those of your Mobile Wallet Provider. You can find these at [www.bankfab.ae/digital-wallet](http://www.bankfab.ae/digital-wallet).
- "Third Party Agreements" means the terms and conditions and privacy policies of your Device provider, your Mobile Wallet Provider, your Wireless Carrier and any other third party services or websites incorporated into your Digital Wallet.
- "Wireless Carrier" means the customer's service provider which provides their mobile phone connection to the mobile network for the Device to operate.

## **1. HOW THE DIGITAL WALLET WORKS**

### **Making Payments**

Your Digital Wallet enables you to create virtual representations of your FAB debit, prepaid and credit cards on your Device, so you can use your card to make:

i) Payments at merchants' point-of-sale terminals.

When you select a card to use with your Digital Wallet, certain account information will be transmitted to and stored within your Device, which is then represented as a digital card.

By selecting a digital card and placing your Device near a merchant's point-of-sale terminal or reader, you are authorising the payment for the merchant's products or services.

ii) Payments at e-commerce websites / applications

By selecting and choosing to pay through a digital card at e-commerce websites / applications where Digital Wallet is enabled, you are authorising the payment for the merchant's products or services

iii) Payments in such other manner as may be allowed by FAB from time to time.

### **Viewing Information and Payments**

Your Digital Wallet may also give you access to information about your card(s). Further information on these features may be provided by your Digital Wallet provider.

### **The Conditions**

You agree to use your card(s) only with a Device properly equipped with a Digital Wallet and to comply with all terms and conditions applicable thereto, including Third Party Agreement . Please contact your Device provider or Mobile Wallet Provider direct if you want to know whether your Device is eligible for use with a Digital Wallet.

Before you register for a Digital Wallet, you must check that only your Security Details are linked to the card(s) you want to use on your Device, as these details will then be used for authorisation to make transactions on your Card Account. Any transactions made through your Digital Wallet using your Security Details on the Device will be assumed to be made by you or authorised by you.

Purchases or other transactions you make using the Digital Wallet are governed by your Card Account terms for the applicable FAB debit, prepaid or credit card.

You will also be responsible for all uses and transactions made by third parties that either the primary account and / or additional card holder gives access to, including if these third parties misuse any card or the Digital Wallet.

## **2. ELIGIBILITY**

You may use any card which is in your name that is not cancelled or blocked to create a digital replica of it for use with your Digital Wallet.

We may allow you to add the same card to a number of other Devices. Your Device provider or Mobile Wallet Provider may impose limitations or restrictions to the Digital Wallet or have minimum software and hardware requirements.

We may allow cards belonging to other FAB credit, prepaid and/or debit card holders to be added to the same Device and/or same Digital Wallet. In case we allow such cards to be added to the same Device and/or same Digital Wallet, any transactions made through your Digital Wallet on your Device will be assumed to be made by you and authorized by the other FAB credit, prepaid and/or debit card holder.

## **3. THIRD PARTY AGREEMENTS AND SUPPORT**

These Terms only apply to your use of your card(s). Your Device provider, your Wireless Carrier and other third party websites or services integrated in or allowing the provision of the Digital Wallet have their own Third Party Agreements and you are subject to these when you give them your personal information, use their services or visit their sites. We are not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of any third party's products or services.

It is your responsibility to read and understand the Third Party Agreements before creating, activating or using a digital replica of your card through your Digital 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 (including your Digital Wallet and your Device). If you have any questions or issues with a third party product or service, please contact the appropriate third party for customer support.

## **4. CHARGES**

We do not currently charge a fee for using your card through the Digital Wallet. However, Third Party Agreements may have fees, limitations and restrictions which might affect your use of any of your card(s) on your Device, such as data usage or text messaging charges imposed on you by your Wireless Carrier. You are solely responsible for these fees and agree to comply with any limitations or restrictions.

## **5. PRIVACY AND SECURITY**

### **Your Information**

When creating the virtual representation of your card, we collect certain information from your Device provider to verify your identity and for anti-fraud purposes. This information will be held by us for so long as required to fulfil this purpose and then deleted.

With regard to other information we collect, you authorise us to use and share your information in accordance with these Terms, the FAB Digital Wallet Privacy Policy, your account terms and the FAB Data Protection Statement. You can view a copy of all of these terms on our website at [www.bankfab.ae](http://www.bankfab.ae). A copy of the FAB Digital Wallet Privacy Policy is available at [www.bankfab.ae/digital-wallet](http://www.bankfab.ae/digital-wallet).

Please note that your Digital Wallet may display certain account information relating to each card available on your Device in the Digital Wallet, including your ten most recent transactions, the merchant name, transaction amount, transaction time and date, the transaction amount.

You agree that we may collect and use technical data and related information about your Device to help us update and improve

our products, services and for fraud prevention.

### **What Others Collect**

Any information that is collected by a third party while you use a card or the Digital Wallet, is subject to the relevant Third Party Agreements, and is not governed by our Data Protection Statement, the FAB Digital Wallet Privacy Policy, these Terms or your account terms.

### **Lost, Stolen or Unauthorised Use of your Device**

Call us immediately on the telephone number printed on the back of your physical FAB credit, prepaid or debit card and comply with the requirements in your account terms if your Device or Security Details have been lost, stolen or used without your consent.

Also, if you think your security is at risk make sure you change your Security Details and check that only your fingerprints and/or facial recognition (or other applicable biometric data) is linked to your Device, to avoid any unauthorised use of your card or personal information.

You must co-operate with us in any investigation and use any fraud prevention or other related measures we give as required under these Terms and your account terms.

The Digital Wallet and your Device may use certain security features and procedures to protect against unauthorised use of any of your card(s). These features and procedures are the sole responsibility of the Device provider and/or the Mobile Wallet Provider. You agree not to disable any of these

security features and to use them to safeguard all your cards.

### **Protecting your Security Details**

You are responsible for keeping your Security Details confidential. You should keep these, along with your Device, safe in the same way you would with your physical credit, prepaid and debit cards and other personal identification numbers and passwords.

We recommend that you don't share your Security Details with anyone. If you share these details with anyone else or allow their details (including biometric data) to form part of your Security Details, they may be able to use your card(s) and access your personal and payment information through the Digital Wallet. They may also be able to use your card without your authority, for which you may be responsible. If the fingerprint or facial recognition of another person is used to unlock or make transactions on your Device, these will be treated as authorised by you.

If the card you register for use with a Digital Wallet is lost or stolen, contact us immediately and let us know that you are registered for the Digital Wallet.

If you receive a text message, email or other communication saying that you have registered for a Digital Wallet but you did not register, or if there are any transactions you do not recognise on your Device or your account statement, contact us immediately.

### **6. SUSPENSION, CANCELLATION AND CHANGE TO FUNCTIONALITY**

In addition to any rights of termination, cancellation, suspension and closing your Card Account as set out in your account

terms, we reserve the right (on giving reasonable notice where possible) to stop offering or supporting any digital card or to stop supporting any Digital Wallet.

We may block, restrict, suspend or terminate your use of any card through a Digital Wallet if you breach these Terms, your account terms, any Digital Wallet terms, any Third Party Agreements or if we suspect any fraudulent activity or misuse of the card.

In addition, the Device provider and/or the Mobile Wallet Provider reserves the right to block, restrict, suspend, or terminate your use of the card and/or change the functionality of the Digital Wallet without reference to us. In such circumstances we will not be liable to you or any third party.

Our fraud detection systems highlight suspicious activity and we may use an automated service so we can reach you as quickly as possible. The automated service may get in touch by calling you, sending you a text message or by sending you an email.

Once any temporary block or suspension is removed from the card (for instance following a fraud check) you will be able to continue to use the Digital Wallet when we tell you.

You may remove any of your cards from the Digital Wallet at any time by pressing the appropriate button or link in the Digital Wallet on your Device, or by calling the number on the back of your card. In these circumstances you authorise us to continue to process any outstanding transactions on your card.

### **7. INTERRUPTIONS TO THE DIGITAL WALLET**

Access, use and maintenance of your digital card depends on the Digital Wallet, Mobile Wallet Provider and the networks of Wireless Carriers. We do not operate the Digital Wallet or such networks and have no control over their operations. We will not be liable to you for any circumstances that interrupt, prevent or otherwise affect the functioning of any card, such as unavailability of the Digital Wallet or your wireless service, communications, network delays, limitations on wireless coverage, system outages, or interruption of a wireless connection.

The use of a card through the Digital Wallet involves the electronic transmission of personal information through third party connections. Because we do not operate or control these connections, we cannot guarantee the privacy or security of these data transmissions. Additionally, your supported Device is generally pre-configured by your Device provider and/or Wireless Carrier. Check with your Device provider, Mobile Wallet Provider and/or your Wireless Carrier for information about their privacy and security practices.

For personal or confidential information sent to or from us over the internet from your Device, we reserve the right to limit such connections to "secure sessions" that have been established using transportation layer security or other security standards we select. We can communicate through secure message, SMS and email.

## **8. LIMITATION OF LIABILITY**

Subject to your account terms, you agree that the Digital Wallet features and functionality may be automatically updated or upgraded without notice to you. At any time, we may decide to expand, reduce or suspend the type and/ or amounts of

transactions allowed using a card or change the enrolment process. This right to update and upgrade the Digital Wallet features and functionality will not include changes to your Card Accounts, which will only be made in accordance with your account terms.

## **9. CHANGES TO THESE TERMS OF USE**

We reserve the right to revise these Terms at any time in accordance with your account terms. We will indicate the changes to these Terms by email or such other method of communication as provided for in Clause 10 below. You will also be able to view the revised Terms on your Device. If you do not accept any revisions made to these Terms you can remove any of your cards from the Digital Wallet at any time, in which event you authorise us to continue to process any transactions outstanding on such card(s) at the time of your removal of such card from Service.

## **10. COMMUNICATION**

As a condition of your activating and using your card for the Digital Wallet, you agree to receive certain service-related messages from us on your Device (i.e. SMS, MMS). You also agree to receive notices and other communications about your service status from us by:

- (a) email to the latest email address on file for the relevant card account;
- (b) secure message to your online account;  
or
- (c) through the messaging capabilities of the Digital Wallet.