

# Terms and Conditions for Enabling Commercial Bank of Dubai Cards on Mobile Wallets

The following terms and conditions (Terms of Use) govern the use of Credit Cards and Debit Cards (Cards) issued by Commercial Bank of Dubai, a Public Joint Sector company (CBD) with the Mobile Wallet Application (Service) enabled on compatible Devices of the Customer from time to time.

These Terms of Use form a binding legal agreement between the Customer and CBD (the Bank or We) and apply to the Customer and/ or anyone else the Customer authorizes to use the Cards for the Service. Customer is requested to review the Terms of Use carefully before adding or using any Card in the Mobile Wallet Application because, 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 CBD Mobile Banking Terms & Conditions, Credit Card Terms & Conditions and Terms & Conditions for CBD Banking and Account Services. In case of inconsistency between these terms and conditions and the Terms of Use, the Terms of Use shall prevail.

## Definitions

**Bank** means the Commercial Bank of Dubai, a Public Joint Sector Company

**Card** means an appropriate Visa or Mastercard Credit Card or Debit Card issued by Commercial Bank of Dubai (CBD) to the Customer which is not expired, blocked, suspended or cancelled

**Customer or You** means the Card holder of the Card issued by CBD

**Device** includes but is not limited to a smartphone, tablet or smart watch or any other device which is compatible for use of the Mobile Wallet Application which CBD determines is eligible for the registration and use of CBD Cards.

**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 a Device, including a password, passcode, pattern or biometric identifier (where applicable).

**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.

## Consent

By enabling your Card issued by CBD for mobile payments on the Mobile Wallet Application at your request, you hereby authorize CBD to share your information with certain Wallet Providers to enable your Card to operate on the Mobile Wallet Application, and to improve their products and services. CBD will provide your information to the Wallet Providers in accordance with CBD Bank's Privacy 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.

## Security & Confidentially of Access Information

You hereby confirm that this request has been originated from a mobile number that is registered in your name. You agree to keep your user name, password, personal identification number (PIN), and any other security or access information for the Service (collectively, "Access Information") in a secure and confidential manner. 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. If you believe that anyone has gained unauthorized access to your account via your mobile device or otherwise, you agree to inform CBD of such unauthorized access immediately as provided for CBD's Terms and Conditions applicable on the Card.

## Limitations, Termination & Cancellation

By enabling your Card on any Mobile Wallet Application, you shall be deemed to consent to participate in the Mobile Wallet Application in accordance with the relevant Terms and Conditions. If at any time you wish to discontinue use of the Service

from Mobile Wallet Application, you may delete the CBD Card from the Service. Your use of the Service may be subject to general practices and limits, such as limits on the AED (Arab Emirate Dirham) amount or number of transactions during any specified time period. CBD reserves the right to impose limits on certain Service features, restrict access to some or all of the Service, or decline to process a transaction using the Service without prior notice to you.

### **Limitations of Liability**

YOU AGREE THAT CBD IS NOT RESPONSIBLE FOR THE SERVICE AVAILABLE 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 CBD 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. CBD 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 CBD WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE SERVICE PROVE DEFECTIVE, CBD ASSUMES NO LIABILITY FOR THE COSTS OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

### **INDEMNITY**

YOU KEEP CBD 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/AS A RESULT OF OUR ACCEPTANCE OF YOUR REGISTRATION REQUEST AND YOU WAIVE, RELEASE AND DISCHARGE CBD 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 ACCEPTANCE OF YOUR REQUEST.

### **Governing Law and Jurisdiction**

These Terms and Conditions are governed by and shall be construed in accordance with the laws of the United Arab Emirates. You hereby irrevocably submit to the non-exclusive jurisdiction of Dubai Courts and agree that nothing will preclude CBD from initiating legal proceedings against you before any other Court in or outside United Arab Emirates for any remedy available to CBD against you.

### **The Service Terms & Conditions**

The Service Provider's Terms & Conditions for the Service describe your rights and obligations regarding the Service. By continuing, you are agreeing to receive this Consent electronically and agreeing and acknowledging that you have read and agree to be bound by this Consent and your acceptance will be considered binding as if you provided a manual signature. You further agree that the contents of the CBD Mobile Wallet Terms and Conditions including amendments which

CBD may make from time to time will be binding upon you. If you do not agree to provide this Consent or otherwise do not want to use the Service, please do not proceed.