

Commercial Bank of Kuwait Digital Wallet Terms and Conditions

The following terms and conditions «Terms and Conditions/Terms of Use» govern the use of Cards issued by Commercial Bank of Kuwait with the Digital Wallet the «Digital Wallet» enabled on compatible Devices of the Customer.

These Terms of Use form a binding legal agreement between the Customer and Commercial Bank the «the Bank» 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 that shall be read in conjunction with the terms and conditions of the account opening agreement, the terms and conditions of the application for the issuance of the ATM Card, the terms and conditions of issuing Commercial Bank Credit Cards and the terms and conditions of the prepaid card contract. In case of inconsistency between these terms and conditions and the Terms of Use, the Terms of Use shall prevail. These terms and conditions are subject to change from time to time without prior notice.

Definitions

- **Card:** Means Commercial Bank of Kuwait virtual or physical card such as credit, debit or prepaid card issued by the Bank to the Customer, which is not expired, blocked, suspended or cancelled.
- **Customer:** Cardholder: Means the holder of the Bank account related to the Card or the holder of the Account of the Card issued by Commercial Bank of Kuwait.
- **Device:** Includes but is not limited to a Smartphone, tablet or smart watch (wearable devices used in payment) or any other device, which is compatible for use of the Wallet solution, which Commercial Bank of Kuwait determines, is eligible for the registration of Commercial Bank cards to be used in the Wallet.

- **Wallet:** Means the mobile payment via digital wallet service created by the third-party Wallet Providers or Al-Tijari wallet that enables the users to make payments using certain Devices and Cards registered on such Devices. Third party wallets may have their own terms of use with which users must comply. In addition, the digital wallet payments utilize the Near Field Communication (NFC) technology.
- **Passcode:** Means the secret code that is required to unlock a device, including a password, pattern identifier, biometric ID/ face ID, fingerprint or Voice ID (when applicable).
- **Biometric identification:** Biometric identification means verifying identity using a person's unique physical and other traits, such as Voice ID or facial recognition, eye ID, or fingerprint or any other updates in this regard to log-on using identity sensor.
- **Cardholder's agreement:** The terms and conditions of the account opening agreement, the terms and conditions of the application for the issuance of the ATM Card, the terms and conditions of issuing Commercial Bank credit cards and the terms and conditions of the prepaid card contract.
- **Virtual/Digital Card:** A digital version of the physical card whether a debit, credit or prepaid card that is issued for e-commerce transactions and for in-store payments after being coded for wallet payment.
- **Commercial Bank of Kuwait:** the issuer of the card and owner of the trademark/intellectual property rights referred to in these terms and conditions as the (" the Bank or Al-Tijari").

General Terms and Conditions

- The customer shall be 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. The Customer is required to keep the Device and the credentials secure in the same manner, as he would keep secure cash, cheques, debit or credit cards, and other personal identification numbers and passwords.

- The customer shall take reasonable precautions to keep Commercial Bank card details and security details relating to his Card, Wallet and device (including his Device Passcode, payment PIN, fingerprint and/or any other biometric credentials stored in his eligible device and/or any cloud storage platform) safe and to prevent loss, theft or fraudulent use of them.
- The terms and account agreement that govern the customer's card do not change when he adds his card to the Wallet. The Wallet simply provides another way for him to make purchases with the card. Any applicable interest, fees, and charges that apply to his card will also apply when he uses the Wallet to access his card. The Wallet provider and other third parties such as telecom companies or data service providers may levy charges as specified by them.

Adding or deleting a Commercial Bank Card

- The customer can add his Commercial Bank Cards to the Wallet by following the instructions of the Wallet provider.
- Should the customer's card or underlying account is not in good standing, that Card will not be eligible to be enrolled in the Wallet. When the customer adds a Card to the Wallet, the Wallet allows him to use the Card to make transactions where the Wallet is accepted. The Wallet may not be accepted at all places where the customer's card is accepted. These may include merchants' physical locations, e-commerce sites, and in-app purchases.
- The Wallet Provider may limit the number of Mobile Credit Cards that the customer may store in one Wallet from time to time which the Bank cannot control.
- The Bank may limit the number of Eligible Devices in which the same Commercial Bank Card can be stored from time to time and the Customer should refer to the Bank's latest communications regarding such limit.
- The customer should follow the instructions of the Wallet Provider (including installation of the latest operating system for the customer's Eligible Device), and the registration and verification flow of the customer's Wallet in order to register and store the Card in his Wallet.
- By registering a Card in his Wallet, the customer agrees that the Bank sends SMS message to him for verification and activation purpose based on the customer's registered mobile number with the Bank or any other means of communications "Mobile phone notifications" or "registered email address". If the registered mobile number is not the mobile number of the customer's Device, the SMS message will be sent to the registered mobile number but not to his Device. If the Bank does not have record of the customer mobile number, the Bank cannot send SMS message to him. In this case the

customer should visit the nearest branch, log on CBK mobile App or the online banking service to update his mobile number.

- For providing the service, the customer authorizes the Bank to add a unique numerical identifier different from the customer's card number («Token») to his Wallet that enables the customer to make purchases through that Wallet easily and securely.
- The customer shall follow the instructions of the Wallet Provider to delete his Card from the Wallet if he wishes to terminate the Card from the Wallet. Termination of the Card from the Wallet will not terminate the Commercial Bank's plastic card unless the customer terminates it in accordance with the Cardholder's Agreement.
- The customer, holder of the Commercial Bank's primary card, cannot delete the Supplementary card from the Supplementary cardholder's Wallet without terminating the Commercial Bank's Supplementary Card in issued in plastic form.
- If the customer is a primary Commercial Bank cardholder, termination of his Card from his Wallet will not terminate the digital Card of the Supplementary Cardholder.
- The Bank has the rights to suspend, restrict or terminate the customer's Commercial Bank Card under the Cardholder's Agreement. These rights will be extended to the customer's Digital Card. The customer's Digital Card will be suspended, restricted or terminated at the same time if his Commercial Bank Card is suspended, restricted or terminated under the Cardholder's Agreement.
- The customer is responsible for all Wallet Card Transactions whether or not authorized by him unless and until he removes the Card from all his Wallets and Devices upon termination.
- Termination of the Digital Card on its own will not affect the Commercial Bank Card in plastic form which will continue to be governed by the Cardholder's Agreement.
- The customer should contact the Bank at 1888225 on how to delete his Card from the Wallet.
- The Bank can also block the customer's Card in the Wallet at any time.

Termination and Suspension

- The Bank, at its sole discretion, may change, add, or delete any items in these Terms of Use stipulated in this agreement at any time. The customer may not request changing these terms but he may terminate these Terms of Use at any time by deleting his Cards from the Wallet.
- The customer accepts and understands that it is his responsibility to refer to the updated Terms of Use on the Bank website.

- Subject to applicable law, at any time, the Bank may (i) terminate customer's use of Cards in connection with any Wallet, (ii) modify or suspend the type, count and/or amounts of transactions allowed using Cards in connection with the Wallet, (iii) change Cards eligibility for use with the Wallet, and (iv) change the Card's authentication process.

Card Account

- All Wallet Transactions will be billed to card statement of the Commercial Bank Card. There will not be a separate statement for the customer's Wallet.
- The customer's Commercial Bank Credit Card in plastic form and his Wallet Credit Card share the credit limit of the same Card Account. There will not be a separate credit limit for the Wallet Credit Card.
- The customer's wallet may be subject to certain transaction limits (for example, payment amount) imposed by retailers or payment terminals which do not normally apply to his Commercial Bank Card.
- The Customer agrees and acknowledges that the transactions history displayed in the Wallet transactions statement in connection with use of his Card in that Wallet solely represents the Bank's authorization of his Wallet transaction and does not reflect any post authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for the customer's Wallet transaction history in connection with the use of his Card in that Wallet may not match the transaction amount that ultimately reflects the clearance, settlement, and posting to his Cards billing statement.

Fees and Charges

- All applicable interest, fees and charges that apply to the customer's Commercial Bank Card issued in plastic form will also apply to the Digital Card. The Customer undertakes to bear all fees, charges and expenses imposed by any mobile service provider, telecommunications provider, retailer or the Wallet Provider for or in relation to the customer's storing, activating or using card on the Mobile phone or for making transactions using his Wallet.

Customer's Liability, Privacy and Security

- If the Customer does not take security measures as the Bank or the Wallet Provider may recommend from time to time, the Customer will solely bear the risk or incurring any loss which may arise from or in connection with his

Mobile banking Card. The Bank shall not be liable for any such loss. the Customer should take appropriate security measures including the following:

- **NOT to allow** anyone else to use or log on to his Device and Wallet.
- **NOT to use** facial recognition to use his Wallet if the Customer has an identical twin sibling, in which case the Bank recommends that the customer should instead use his Device Passcode or other biometric credentials as suggested by the wallet Provider.
- **The customer should not take any action** to disable any function provided by, and/or agreeing to any settings of his Device that would compromise the security of the use of his credentials for the use of Wallet (e.g. disabling «attention-aware» for facial recognition). If such changes are required, the Customer is recommended instead to use his Device Passcode or other biometric credentials as suggested by the Wallet Provider.
- **The Customer should not choose obvious numbers** as Device Passcode or payment PIN (such as date of birth, telephone number, number with same digits or other that can be easily guessed or known by trials) or tell anyone else his Device Passcode or payment PIN or write down or keep his Device Passcode or payment PIN close to his Device.
- **The Customer should always be changing** the Device Passcode or payment PIN and use alphanumeric code for Device Passcode or payment PIN (if available).
- The Customer is fully responsible for any disclosure of his Commercial Bank Card Details, Device Passcode, payment PIN, or other security details relating to his Device to any other person, even if such disclosure is accidental or unauthorized. The Customer is required to bear all risks, harms or consequences of his Wallet being used by unauthorized persons or for unauthorized purposes.
- 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 disclose the Passcode intentionally or unintentionally, the Customer shall indemnify the Bank against any unauthorized payment, charges, costs or losses and any transaction effected due to such breach.
- The Customer shall immediately notify the Bank and request the card suspension if the Passcode is breached or is disclosed to another person or entity. The Customer shall indemnify the Bank for any loss, damage, charge or expense incurred by the Bank due to such breach.
- In the event of fraud, loss or theft of the Device, the Customer shall immediately report such loss to the Bank so that the Bank can block Wallet transactions for all Cards. The Customer can continue to use the physical

plastic Cards enrolled in the wallet. The Customer hereby indemnifies the 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.

- The Customer shall use an Eligible Device of a type or model specified by the Bank from time to time to register, store and use the Card in his Wallet. The Bank has the right to change the type or model or withdraw an existing type or model of Device at any time without prior notice.
- The Customer requires an Internet connection, compatible communication tools and mobile phone service system, if applicable, in order to tokenize and use his card into his wallet.
- Devices modified contrary to the manufacturer's software or hardware guidelines, such as disabling hardware or software controls-sometimes referred to as «jailbreaking»-are not Eligible Devices. The Customer acknowledges that the use of a modified device to use his Card in connection with a Wallet is expressly prohibited, constitutes a violation of the Terms & Conditions, and is grounds for the Bank to deny the customer access to his Cards through that Wallet.
- At its sole discretion, the Bank reserves the right to refuse to permit any transaction if the Bank suspects there is a breach of the Terms of Use, or that fraudulent or illegal activity is taking place.
- When the Customer adds his Card to the Wallet, the Bank collects certain information from the Customer to verify his identity, in order to enable the Customer to use the Card and facilitates participation in the Wallet.
- The Bank shall also request certain account information relating to each Card the Customer selects to use with the Wallet, including the most recent transaction data, but not the full Card account number. The Customer agrees and authorizes the Bank to periodically collect and use technical data and related information, including, but not limited to, technical information about his Device to facilitate updates to the Bank's services. The Bank may use this information to improve its products or to provide services or technologies to the Customer as long as it is in a form that does not personally identify the customer.
- The Customer may be providing his personal data and Commercial Bank Card information and transaction details to the Wallet Provider by registering, storing and using the Digital Card. The Bank has no control on the privacy and security of the customer's personal data and information provided by him to the Wallet Provider. This is governed by the privacy policy under any agreement that the Customer may have with the Wallet Provider. 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 may turn them off within the Device notifications or the Wallet app settings.

- NFC transactions made through a Wallet within the borders of the State of Kuwait are subject to the business rules of K-net. Transactions made outside Kuwait - except for GCCNET operating territories where there is a bilateral link between switches will be following the international scheme rules and regulations of these territories.
- If the Customer have any inquiries, disputes, or complaints about the Wallet, he should contact the Bank at No. 1888225.
- The Customer must cooperate with the Bank in any and all fraud prevention investigations or measures and other related measures which the Bank prescribes.
- The Customer is solely and fully responsible for protecting his Cards, Digital Cards, Wallet transactions and any other information on his device in case the Customer lose or sell the device to any other 3rd Party or person.
- All transactions initiated by the Customer will comply with all applicable laws, rules, and regulations.
- Login rules through Biometric Identification:
 - The Customer must not have fingerprint, face recognition or other Biometric identification access enabled for login to his mobile app if anyone else has fingerprint, face or other Biometric identification stored on the customer's mobile device. This to prevent such other person from access to customer mobile wallet.
 - The Customer must not record his voice identification phrases used for Voice ID, such as his passphrase.
 - The Customer must not let anyone else to record his voiceprint on the customer's phone number.
 - The Customer agrees that he will be responsible for all actions on his account following successful identity verification using the abovementioned Biometric Identification Access, in accordance with the abovementioned conditions.

User Provisions:

- The Customer shall comply with all instructions and requirements that it may receive from Al-Tijari in relation to, or in connection with, these Customer Terms and Conditions.
- The Customer shall provide Al-Tijari with all necessary documents and information requested by Bank at the time of submitting the application to Bank for enrolment to use the Wallet. During the term of using the Wallet, the customer shall provide the Bank with updated documents and information in a timely manner as soon as they are available.

- If required, the Customer warrants that he will comply with all PCIDSS obligations and or requirements and other fraud protection policies
- The Customer shall comply with all Applicable Laws including but not limited to the Anti- Money Laundering and Combating Terrorist Financing AML/CFT Regulations. In particular, the Customer shall not use the Wallet to undertake any fraud or illegal transactions including without limitation any money laundering activities, terrorism financing, trading or dealing in illegal or prohibited activities, products and/or services or generally any criminal activities.
- The Customer acknowledges and accepts that Al-Tijari reserves the right to review the performance of the User at any time. In the event that the User has not been fully compliant with these Customer Terms and Conditions or due to changes in the Customer's risk profile, Al-Tijari shall have the right either to take any appropriate remedial action including without limitation terminating the Wallet or digital card for the Customer.

Responsibility of Parties /Data privacy statement

The importance of maintaining the confidentiality and privacy of the information provided by you and data collection is one of Al-Tijari highest priorities. You should carefully review the Bank's privacy policy as stated on the Bank's website at <https://www.cbk.com/Privacy-Statement>

Bank's Liability

Commercial Bank is not the provider of the Wallet, and is not responsible for providing the Wallet service to the customer except for Al-Tijari Wallet. The Bank is only responsible for supplying information securely to the Wallet provider to allow usage of the Digital Card on the Wallet. The Bank is not responsible for any failure of the Wallet or the inability to use the Wallet for any transaction. The Bank is not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement the Customer enters into with the Wallet provider or associated third - party relationships that may impact the customer's use of the Wallet except in relation to the AL-Tijari wallet.

Bank's Limitation of liability under Applicable Law

- In no event the Bank, its processors, suppliers, or licensors (or its subsidiaries or their respective affiliates, agents, directors, and employees), shall be liable for any direct, indirect, punitive, incidental, special,

consequential, or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data, or other intangible losses, that result from the use of, inability to use, or unavailability of a Wallet, including the customer's use of his card in connection with a Wallet. Under no circumstances will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of your Digital Card. To the maximum extent permitted under applicable law, we, our processors, suppliers, and licensors (and our subsidiaries and their respective affiliates, agents, directors, and employees) assume no liability or responsibility for any.

- The Bank shall not be responsible for: (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from the Customer access or use of a Wallet, including his use of his card in connection with a Wallet; (iii) any unauthorized access to or use of the Bank's secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the Wallet; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Wallet by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Wallet; and/or (vii) Customer's content or the defamatory, offensive, or illegal conduct of any third party.
- In no event shall the Bank, its processors, agents, suppliers, or licensors (or the Bank or their respective affiliates, agents, directors, and employees) be liable to the Customer for any claims, proceedings, liabilities, obligations, damages, losses or costs. This limitation of liability clause applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the Bank has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted under law in the applicable jurisdiction.

Communications

The Customer consents to receive electronic communications and disclosures from the Bank in connection with his Card and the Wallet. The Customer agrees that the Bank can contact the Customer by email or SMS at any email address or mobile number the Customer provides to the Bank in connection with any account. It may include contact from companies working on behalf of the Bank to provide services to the customer accounts. The Customer agrees to update his contact information with the Bank when it undergoes any changes.

Third Party Agreements and Support

These Terms of Use are solely between the Bank and the Customer. Third party services including the applications or websites incorporated in the Wallet may have their own third-party agreements. The Customer's use of the Wallet is subject to the terms and conditions set forth by the third-party Wallet provider or any other third party, supporting the Wallet Provider with respect to the use of that Wallet. When the Customer provides such third parties with personal information in order to use their services, he should visit their applications or websites, or act as otherwise governed by the applicable circumstances. The Bank is 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 the responsibility of the customer to read and understand any Third-party agreements before adding or using the Card through the Wallet.

The Bank is not responsible for, and does 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.

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 expressly granted to the Customer.

The Customer 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 the Customer owns or controls and as permitted by any applicable third-party agreements.

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

The Customer hereby agree that the virtual representation of the Card in the Wallet or its credentials may be automatically updated or upgraded without notice to him. The Bank 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.

The Terms of Use are made in Arabic and English, however, if there is any contradiction between the Arabic and English text, the Arabic text shall prevail.

Reporting Unauthorized Transaction, Fraudulent, Theft or Loss

If you believe that an unauthorized wallet /mobile payment transaction has been or may be made, please contact CBK immediately by reaching out through:

Local: 1888225

International +965 22990899

WhatsApp: 1888225

Email address: cbking@cbk.com

Address: Mubarak Al Kabeer Street, P.O Box 2861, Postal Code 13029, Safat Kuwait, Tel: 22990000, Fax: 22464870