

PREPAID CARDS TERMS AND CONDITIONS

1. About these prepaid cards terms and conditions

- 1.1 These Terms and Conditions apply to your use of your **RAK Pay Prepaid Card(s)** and apply to all types of customers, including natural individuals and corporate entities.
- 1.2 The issuer and provider of your Prepaid Card(s) is First Abu Dhabi Bank PJSC ("**FAB**"). The Prepaid Card (the "**Card**") is a stored value product made available to you by FAB. First Abu Dhabi Bank PJSC is licensed and regulated by the Central Bank of the United Arab Emirates. Its registered office address is P.O. Box 6316, Abu Dhabi, UAE.
- 1.3 Prepaid Cards made available to you under these Terms and Conditions can be used on the Government of Ras Al Khaima ("**RAK EGA**") online government services RAKPay Platform and, depending on the Card type, with different Merchants.
- 1.4 The Card will be loaded with funds in AED from time to time in accordance with these Terms and Conditions and the Special Card Terms, if applicable.
- 1.5 The Card remains our property at all times. It is not a credit card, debit card or charge card and does not constitute a checking or savings account.
- 1.6 The funds you use to load your Available Balance on the Card are not held by us as deposits. The Card is not connected in any way to any bank or other account you may have with us (other than when you fund the Card using or redeem to that bank account). You will not earn interest on your Available Balance.
- 1.7 Where relevant, your Card has been issued to you by FAB pursuant to a licence from the relevant Card Scheme Provider (e.g. for VISA or Mastercard enabled Cards).
- 1.8 By applying for the Prepaid Card and signing or accepting the Customer Declaration, you agree to be bound by these Terms and Conditions and any Special Card Terms. To the extent that Special Card Terms apply to a particular Card, they will apply in precedence to these Terms and Conditions to the extent that they are inconsistent.
- 1.9 You should read these Terms and Conditions, the Key Facts Statement provided by us and the risk disclosure below carefully and if there is anything you do not understand or agree with, you should contact Cardholder Services. You should keep this document in a safe place for reference.

RISK DISCLOSURE

- *You should be aware that Prepaid Cards are not linked to your bank account, are not credit cards and are not deposits. They do not benefit from the same protections, which means you may lose all or part of the funds loaded onto your Card. If you build up a large balance on your Card, you will not earn any interest on it, and you may have benefited from holding it in an interest-bearing deposit account instead.*
- *You should treat your Prepaid Card as if it were cash. If you have been issued with Security Codes, then you must protect these in order to protect against losing money by other people redeeming the funds on your Card. The risks may be particularly high if your Card can be used to redeem large amounts.*
- *When a transaction using the Card results in a foreign currency, a currency exchange rate will be applied, and you should be aware that the applicable exchange rate between the currency the Card is denominated in and other currencies varies each day and will be notified at the time of transaction processing.*
- *Cash withdrawal may be restricted for certain Cards and will be subject to capped withdrawal limits. Being able to redeem funds from your Card, through an ATM or to use it with different Merchants is not within our control. We do not guarantee that you will always be able to do so.*
- *If you do not understand the risks involved with a Card you have applied for or we have issued you, then you should read the Key Facts Statement, or you can contact Cardholder Services.*

2. UNDERSTANDING THESE TERMS

- 2.1 These Terms and Conditions are provided to you as Cardholder in English and in Arabic online. We will also provide you with a paper copy of these terms and conditions on request to Cardholder Services.
- 2.2 References to days, times or periods of time in these Terms and Conditions are determined according to UAE Standard Time.
- 2.3 To help you understand these terms and conditions we have defined certain words and expressions as set out below.

“**Account**” means the electronic account where we record the Available Balance on your Prepaid Card and which is maintained for the use of your Prepaid Card.

“**RAK EGA**” means Government of Ras Al Khaima.

“**RAKPay**” the unified platform which can be used to pay Ras Al Khaima government entities and merchants for services.

“**AED**” means the lawful currency of the United Arab Emirates from time to time, currently the dirham.

“**Agreement**” means the agreement with us in relation to your Prepaid Card and which is made up of these Terms and Conditions, any Special Card Terms and any amendments to them as notified to you and any other document which you are required to sign to have a Card issued to you.

“**ATM**” means an automated teller machine, or any card operated machine or device (whether belonging to the Bank or another bank or financial institution) that accepts a Card.

“**Available Balance**” means the funds available for use on a Card by loading funds onto your Card, net of any fee and commission applied by us. You are responsible to ensure that sufficient Available Balance is maintained on the Card to complete a Transaction.

“**Business Day**” means any working day on which banks are open for business in the UAE.

“**Cardholder**” means you, the individual or corporate entity to whom a Card has been issued and where relevant, personalized by being embossed with your name.

“**Card Number**” means the 16-digit Card number printed on the face of a Prepaid Card.

“**Card**” or “**Prepaid Card**” means the plastic or Virtual Prepaid Card issued to you under this Agreement which you may use in accordance with these Terms and Conditions and the description of uses for the relevant Card type.

“**Card Scheme Provider**” means VISA or another payment scheme provider as applicable to the relevant Card.

“**Card Scheme Rules**” means the operating rules of a Card Scheme Provider from time to time.

“**Card Services**” means the services we provide related to the Prepaid Cards and linked Accounts provided under these Terms and Conditions.

“**Closed Loop Card**” has the meaning given to that expression in clause 4.2.

“**Confidential Information**” means all information relating to you that is, as a matter of law, custom or contract, confidential in nature provided that notwithstanding anything to the contrary in any other document, any information that: (a) is publicly available at the time it is provided or subsequently becomes publicly available other than as a result of a breach of a duty of confidentiality by us; (b) was known to us (without an obligation of confidentiality to you) before its disclosure by you; (c) is independently developed by us without recourse to information disclosed to it by you; or (d) is rightfully obtained on a non-confidential basis from a person other than you, provided that the person is not known to be bound by an obligation of confidentiality in relation to that information, shall not be considered “Confidential Information” for the purposes of these Terms & Conditions and will therefore not be subject to any duty of confidentiality.

“**Delegate**” means any agent, adviser, banker, broker, correspondent, dealer, nominee, market professional, contractor, custodian or other third party that we may appoint to provide a Card Service or facilitate the provision by us of a Card Service, to you directly or indirectly, or to remain competitive.

“**FAB**” means First Abu Dhabi Bank PJSC, its successor(s) and/or assignee(s).

“**FAB Group**” means FAB, its branches, any subsidiary or other person controlled by the Bank, or any person under common control with the Bank, in each case, whether directly or indirectly and whether inside or outside the United Arab Emirates.

“**Foreign Currency**” means a lawful international fiat currency other than AED.

“Identification checks” means checks carried out in order to obtain, verify and record information that identifies you when you request the issue of a Card and loads funds on to it. Depending on the particular Card type you request, we may ask you for other information and documents, directly or indirectly that will allow us to reasonably identify you.

“Merchant” means, for Cards which are Restricted Cards, a government entity merchant that accepts Prepaid Cards of the type issued to you by us, including where relevant, those which display the logo or acceptance mark of the relevant Card Scheme Provider. For Cards other than Restricted Cards Merchant means (i) a government entity merchant; or (ii) any other retailer of goods and/or provider of services in UAE (including those which display the logo or acceptance mark of the relevant Card Scheme Provider) or any other available jurisdiction as relevant for a particular Card.

“Online Services” means services provided via the internet where the Merchant accepts the Card for purchase of goods and services.

“Open Loop Card” has the meaning given to that expression in clause 4.3.

“POS” means point of sale transaction, such as in a physical shop or kiosk.

“Reloadable” means a Prepaid Card which allows you to add additional stored value to your Card which will be shown in your Available Balance.

“Restricted Card” means a Card (whether Open Loop or Closed Loop) which can only be used with a limited network of government entities and pay for government services.

“Special Card Terms” means the additional terms and conditions issued by us that are specifically applicable to particular prepaid Card products. The Special Card Terms shall form an integral part of these Terms and Conditions.

“Transaction” means any payment transaction completed by you using your Card including, a government service, a retail sale, or a cash withdrawal at an ATM where this is available functionality for the particular Card you have been issued with.

“Security Code” means a unique identification number (whether relating to a Card or otherwise) password, security information, biometric data, personal identification number or answer to a designated security question, in each case, whether generated by us or selected by you.

“UAE” means the United Arab Emirates

“User Guidelines” means any guidelines we issued with these Terms and Conditions or with any Special Card Terms from time to time giving you user friendly instructions on how to use your Card.

“Unverified Account” means a Card and linked Account where we have performed a simplified form of due diligence, so that we have been unable to verify all your personal details through our Identification Checks. Only Closed Loop Cards may be opened as Unverified Accounts unless we tell you otherwise.

“Verified Account” means a Card and linked Account where we have been provided with the required information so that we have successfully verified your personal details through our Identification Checks and approved your application.

“Virtual Card” means a virtual Card issued by us without issuing any corresponding physical Card.

“Wallet” means a currency wallet denominated in a specific currency where we record the Available Funds held in your electronic Account. A wallet can be held for each supported currency on one Card.

“VISA” means, as relevant to a VISA enabled Card, Visa who operate the Visa programme subject to the Visa Operating Regulations (and all other rules referred to therein).

“Website” means the FAB website at [[Personal Banking | First Abu Dhabi Bank - UAE \(bankfab.com\)](https://www.bankfab.com)]

“We, us, our” means FAB as issuer of your Card, and except where the context indicates a different intention, also includes any agent acting on our behalf.

“You, your” means the Cardholder named on the Card or linked Account.

3. APPLYING FOR AND ACTIVATING YOUR PREPAID CARD

3.1 You can request us to issue a Prepaid Card through the available channels, which may include government counters, our partners such as Magnati, and our Website or FAB banking app.

3.2 Following the submission of a request by you (and subject to our Eligibility Criteria and Identification Checks) we may issue a Card to you. If the request is accepted, we will send a physical Card to your address

last notified to us. The Card must be signed immediately on receipt. In the future, you may also have the option to request a Virtual Card which will be issued to you digitally.

- 3.3 Prepaid Cards will only be issued to individuals or corporate entities meeting the Eligibility Criteria for the relevant Card from time to time and satisfying our Identification Checks (where they are required for a particular Card). The Eligibility Criteria for our different Cards are set out on the FAB Website or portal or through other available distribution channels we will let you know about.
- 3.4 As part of our Identification Checks we will ask for evidence of this and we may check information given by you to credit reference or fraud prevention agencies and other organisations. We may perform a search of your credit file in order to verify your identity. The information we require as part of our Identification Checks will depend on the particular card and its functionality.
- 3.5 If you do not meet the eligibility criteria and/or do not satisfy the Identification Checks (if any) then no Card will be issued.
- 3.6 We may limit the number of Prepaid Cards (or Cards of one particular type) that can be issued to you. This may also depend on whether we have issued a Verified Card for you or an Unverified Card if we have not been able to complete our Identification Checks.
- 3.7 Cards may only be used by you during the validity period printed on the Card, subject to the right of us in its absolute discretion and without prior notice, at any time, to withdraw the right to use the Card in case of the violation of the terms and procedures.

4. USING YOUR PREPAID CARD

- 4.1 You can use your Card to make payments for government services through RAK Pay Platform. Otherwise, the way you can use your Prepaid Card and the Merchants you can access will depend on the functionality offered by the particular Card as set out in the relevant Key Facts Statement. Some Cards are available to individual Cardholders and others to commercial Cardholders. Terms may differ.
- 4.2 Some Cards (we call them “**Closed Loop Cards**”) available to Cardholders are only capable of being used for transactions within a limited network of government service providers or other third parties in accordance with the additional terms for the Card set out in the relevant Key Facts Statement.
- 4.3 Other Cards provided can be used to make transactions in general and the operation of these cards is regulated by the Central Bank of the UAE’s Regulatory Framework for Stored Values and Electronic Payment Systems. We refer to these Cards as “**Open Loop Cards**”. Open Loop Cards may offer additional functionality (e.g. withdrawing cash from an ATM) and will require us to carry out full Identification Checks as required by applicable laws.
- 4.4 You should contact our Cardholder Services if you want to know more about what kind of Card you have been issued with.
- 4.5 You may use your Card:
 - (a) In the UAE and other jurisdictions as provided in the Key Fact Statement and any Special Card Terms, if applicable. However, you should be aware that due to legal, regulatory and other restrictions, one or more Cards we issue may not operate in some countries and may not be accepted at some Merchant locations which are not in compliance with either our internal policies, as determined at our sole discretion.
 - (b) To carry out Transactions as specified in the Key Features Statement and any Special Card Terms.
 - (c) For making payments for goods and services either online or at any relevant Merchants where the VISA logo is displayed and accepted.
- 4.6 You should not use your Card to pay for anything illegal or for any unlawful purpose, including the purchase of services prohibited by local law or any local jurisdiction. Merchants we approve to use the Cards offered under these Terms and Conditions are required to comply with our acceptable use policies. If they breach these policies, we shall be entitled to suspend your Card or terminate the agreement between us in accordance with clause 19 of these Terms and Conditions.
- 4.7 You should be aware that any use you make of a Prepaid Card to pay Merchants (whether government entity merchants or otherwise) does not make us responsible for the Transaction other than the payment transaction to fulfil it. The Merchants will be responsible for the products or services they provide and are paid for through the RAKPay platform or otherwise, and for delivery, support, refunds, returns and any

other ancillary services they provide to customers as well as ensuring that any fees and fee descriptions are correct.

- 4.8 Acquiring a Prepaid Card and using it will be subject to fees as explained in these Terms and Conditions. The specific fees payable by you for your Card will be set out in the relevant Key Facts Statement and the Schedule of Charges.
- 4.9 Where Cards are VISA or Mastercard scheme enabled (or enabled for another Card Scheme Provider) then we are subject to the Card Scheme Rules imposed on us as a condition of our licence to use the card scheme. The relevant Card Scheme Provider may terminate your use of the Card in certain circumstances.
- 4.10 The Prepaid Card belongs to us and we may ask you to stop using your Prepaid Card and return it to us or destroy it. We may at any time suspend, restrict or cancel your Prepaid Card or refuse to issue or replace a Prepaid Card for reasons relating to the following:
- (a) We are concerned about security of your Prepaid Cards we have issued to you;
 - (b) We suspect your Prepaid Card(s) is being used in an unauthorised or fraudulent manner; or
 - (c) We need to do so to comply with the law. If we do this, we will tell you as soon as we can or are permitted to do so after we have taken these steps.
- 4.11 Like other payment cards, we cannot guarantee a Merchant will accept your Prepaid Card. We may also refuse to pay a transaction:
- (a) If we are concerned about security of your Prepaid Card or we suspect your Prepaid Card is being used in an unauthorised or fraudulent manner;
 - (b) If sufficient funds are not loaded on your Prepaid Card at the time of a transaction to cover the amount of the transaction and any applicable fees;
 - (c) If there is already a negative balance on the Prepaid Card;
 - (d) If we have reasonable grounds to believe that you are acting in breach of these Terms and Conditions;
 - (e) If we believe that a Transaction is potentially suspicious or illegal (for example, if we believe that a transaction is being made fraudulently); or
 - (f) Because of errors, failures (whether mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions. If we refuse to authorise a Transaction, we will, if practicable, tell you why immediately unless it would be unlawful for us to do so. You may correct any information we hold, and which may have caused us to refuse a Transaction by contacting us via the Website.

5. **LOADING AND RELOADING FUNDS TO YOUR CARD**

- 5.1 Your Prepaid Card will be subject to loading and reloading limits, or other limits and other restrictions depending on the Card type. The limits and other restrictions will be as set out in the Key Facts Statement for the particular Card and also may depend on whether we have satisfactorily completed any Identification Checks that may apply at the time of issue.
- 5.2 Where there are loading and reloading limits or other restrictions on your Card then the maximum Available Balance or turnover on your Card must not exceed the maximum amount set.
- 5.3 Funds can be loaded to your Prepaid Card through the permitted channels, subject to appropriate security and Identification Checks:
- (a) Cash at selected Merchants;
 - (b) By transfer from your FAB or other bank account to FAB for the relevant Card;
 - (c) FAB Website;
 - (d) FAB Mobile App;
 - (e) Domestic Credit card or debit card.
 - (f) FAB Cash Deposit Machines (CDMs)
- Fees may apply depending on the method of loading.
- 5.4 Loading before you use your Prepaid Card for the first time will be subject to any minimum or maximum initial load limits, as specified in the relevant Key Fact Statement.

- 5.5 If any load takes the maximum card balance above the permitted limit the load, will have to be refunded to you and we may charge the redemption fee specified.
- 5.6 We reserve the right to refuse to accept any particular loading transaction or to disable any particular loading method without notice in the interests of fraud prevention.
- 5.7 If we have issued you with an Unverified Card you may be unable to load additional funds to increase your Available Balance.

6. WHEN YOU CAN USE FUNDS LOADED ONTO YOUR CARD

- 6.1 Following loading and reloading your funds will be available for use without delay and in any event, no later than the end of the following Business Day.

7. AUTHORISING TRANSACTIONS AND TRANSFERRING FUNDS FROM YOUR CARD

- 7.1 Authorisation will be requested for all Transactions at the time of each Transaction.
- 7.2 You must have sufficient Available Balance to pay for any/all Card transactions. If the Merchant attempts to process the Card for more than the Available Balance, the Transaction will be declined.
- 7.3 Subject to the features of the particular Prepaid Card, the authorisation of a Transaction can include authorising any single Transaction, a series or recurring Transactions (including Transactions for an indefinite period) or pre-authorising future Transactions of a certain or uncertain amount
- 7.4 A Prepaid Card Transaction will be regarded as authorised by you where (to the extent relevant to your particular Card) you:
 - (a) authorise the Transaction at the POS by following the instructions provided by the Merchant to authorise the Transaction, which may include:
 - (i) entering your PIN or providing any other part of your Security Code;
 - (ii) providing the Prepaid Card details and/ or providing any other details as requested;
 - (iii) waving/swiping the Prepaid Card over a card reader or inserting your Prepaid Card into a card reading device for the purpose of making a payment
 - (b) insert a Prepaid Card and enter your PIN to request a cash withdrawal at an ATM;
 - (c) make a request for a cash advance at any bank counter where this is available for the Card.
- 7.5 Authorisation for a Transaction may not be withdrawn (or revoked) by you after the time it is received.
- 7.6 All Card Transactions will be subject to maximum daily restrictions on the number of Transactions conducted on a Card as well as the value of such transactions (whether individually or in aggregate) and any other conditions as we may deem appropriate. Limits will be as set out for the specific Card (usually in the Key Facts Statement, the Special Card Terms if applicable, or other information we provide you).
- 7.7 Fees for Transactions will be applied by deducting them from your Available Balance.
- 7.8 For Cards that permit cash withdrawal at an ATM, ATM operators may limit the minimum and maximum amounts that can be obtained in a single transaction. These amounts may also be limited (in some countries) by regulatory controls.

8. REDEEMING FUNDS FROM YOUR CARD

- 8.1 You may redeem your Available Balance in accordance with these Terms and Conditions or the Special Card Terms for the particular Card(s) you have been issued, if different. Redemption is subject to your not having acted fraudulently in loading or reloading the Card and to our not being prevented from redeeming for you due to any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority or agency.
- 8.2 If your Prepaid Card is of a type which can be used to make withdrawals at an ATM, then you can redeem your Available Balance (if any) by withdrawing it in cash. Otherwise, you will need contact Cardholder Services to redeem your Available Balance. The ways in which your Available Balance will be redeemed and transferred to you will depend on the Card. The redemption methods will be as specified in the Key Facts Statement and/or any Special Card Terms for your Card type, if applicable.
- 8.3 When we process your redemption request, we may require you to provide us with documents or other information as part of our Identification Checks so that we may process your request in accordance with

legal requirements. We may also charge a redemption fee in accordance with our Schedule of Charges for the relevant Card.

- 8.4 All redemptions will be made to you in AED. Payment will be made after any pending Transactions have been charged to your Account and you agree that the transaction will be made by us up to 5 Business Days after the date of your request. You may cancel your request at any time until it is processed by us.
- 8.5 Redeemed funds will only be payable to you as the Cardholder and will not be paid to a third party.
- 8.6 If you do not make a request to redeem your funds held on your Card by any expiry date referenced in the Key Facts Statement, we may deal with your funds as we see fit, provided we do so in accordance with applicable laws.

9. KEEPING YOUR PREPAID CARD SECURE

- 9.1 Once your Card is activated you will need to use your Security Code (e.g. a PIN) to authorize Transactions as described in section 7 above.
- 9.2 The Card and related PIN is issued by us at your risk. We will not be responsible in any way whatsoever for the loss/misuse of the Card and/or PIN. You should treat your Prepaid Card like cash. If it is lost or stolen, you may lose some or all of your money on your Prepaid Card, in the same way as if you lost cash in your wallet or purse. As a result, you must keep your Prepaid Card safe and not let anyone else use it.
- 9.3 You must keep all Security Codes confidential and shall not disclose or make available such Security Codes to any third party. You must exercise due care to prevent any loss, theft or wrongful use of any Security Code and must ensure the safe and proper custody of your Card(s). You must not utilize a Card in a manner which may permit alteration, fraud or forgery.
- 9.4 We will not be responsible in case a lost or stolen Card is used prior to receipt by us of a notice of such loss or theft through the several means provided for doing so.
- 9.5 We shall be under no duty to verify the authenticity of any instructions received from you authenticated through a Security Code in accordance with our applicable procedures.
- 9.6 If you know or suspect that a Security Code is lost, stolen or has otherwise been compromised in any way by or revealed to third parties, then you must immediately notify us. Unless and until we have received that notification, you will be responsible for any instruction or transaction which has been processed through the use of your Security Code.
- 9.7 We may apply additional customer authentication measures from time to time as required by or consistent with UAE law, such as secure OTPs sent to you by email or by mobile telephone, by biometric or other measures. The way we authenticate your Transactions will be explained on our Website.
- 9.8 In order to reduce the risk of misuse of your Card we recommend that you check the balance regularly. You may do so using the means described in the Key Facts Statement.

10. OUR RESPONSIBILITY, INCLUDING FOR UNAUTHORISED AND DISPUTED TRANSACTIONS

- 10.1 We are not responsible to you for any loss due to:
- (a) any instructions given by you not being sufficiently clear;
 - (b) any failure by you to provide correct information;
 - (c) any failure due to events outside our reasonable control;
 - (d) any system failure;
 - (e) any merchant refusing to or being unable to accept the Card;
 - (f) any dispute between you and the supplier of any goods and/or services purchased with the Card;
 - (g) our taking any action required by any government, federal or state law or regulation or court order;
- or
- (h) anything specifically excluded or limited elsewhere in these Terms and Conditions.
- 10.2 You agree that we shall not be responsible for resolving any disputes related to the Card that are received from or on your behalf if the disputed transaction is conducted within the RAK Pay platform. You must raise such dispute with the concerned authority and provide copies of the records related to such transaction in order to get a refund of the amount of disputed transaction.
- 10.3 For transactions made using Closed Loop Cards (as defined in clause 4.2 above), you agree that the dispute will be notified to us in writing no later than 60 days from the transaction date. For transactions made

using Open Loop Cards (as defined in clause 4.3 above), you agree that the dispute will be notified to us in writing no later than 90 days from the transaction date. In each case, you must ensure to complete the dispute form in full and provide all supporting documentation that we request as pertinent to the disputed Transaction charge and the circumstances thereof. In case of a dispute, we may provide a photocopy or microfiche copy of the disputed transaction as documentary proof.

- 10.4 We shall not be liable for any claims, demands, losses, damages, liabilities, actions, suits, proceedings, costs and expenses (including legal and any other professional advisers' fees) and any other liability of whatever nature or description howsoever arising out of or in connection with any event outside the our control including (without limitation) acts of God, war, riots, hostilities, terrorist activity, local or national emergency, fire, natural calamities, explosions, strikes, court orders, legal restraints, any change in any law, failure of equipment or software, technical, power, communication or network malfunction or breakdown.
- 10.5 We shall only be liable to you for direct loss which has been finally judicially determined to have been caused by our fraud, gross negligence or willful misconduct.
- 10.6 We are not liable for any indirect, incidental, or consequential loss or damage, including loss of profit, howsoever caused, whether foreseeable or not and regardless of whether we have received actual or constructive notice.
- 10.7 We expressly exclude any liability for loss or damage which may be caused to you (i) while we are acting in good faith and in compliance with these Terms & Conditions and any applicable laws, or (ii) due to you not complying with these Terms and Conditions.
- 10.8 Nothing in this clause or these Terms and Conditions shall operate as a limit or exclusion of our liability in respect of a duty owed by us to you under applicable law, other than as permitted by applicable law.

11. YOUR RESPONSIBILITY

- 11.1 Except in the case of the our fraud, gross negligence or willful misconduct, you shall indemnify us for any claims, demands, losses, damages, liabilities, actions, suits, proceedings, costs and expenses (including legal and any other professional advisers' fees) and any other liability of whatever nature or description howsoever arising that we suffer as a result of any third party claims brought against it in connection with (i) we providing services to you, or (ii) we acting on your instructions.

12. REFUNDS AND CARDHOLDER CLAIMS

Refunds of Transactions you have entered into with Merchants using your Available Balance will be made only upon receipt by us of the refund amount from the relevant Merchant. No claim by you against a third party may be the subject of a defense or counter claim against FAB. FAB shall not be liable in any way if the Card is not honored by a third party.

13. FEES

- 13.1 As Cardholder for each relevant Card you agree to pay all our applicable fees, costs, charges and expenses in connection with the provision of the Prepaid Card(s) issued to you under these terms and conditions.
- 13.2 Relevant fees, charges and expenses may include (depending on the Card you have applied for and are using) courier fees, fees for using ATMs provided by a bank other than FAB and international withdrawal fees. Fees and charges will be as provided in our Schedule of Charges from time to time on our Website and Key Fact Statement. Other charges may be applied by Merchants and other parties involved in Transactions using your Card.
- 13.3 You must always refer to the latest applicable Schedule of Charges that is available on our Website [<https://www.bankfab.com/en-ae/personal/prepaid-cards/rak-pay>] or otherwise upon request, as may be amended from time to time, subject to applicable law. Further details of the fees, charges and expenses applicable to any particular Prepaid Card are also included in the relevant Key Facts Statement and any related Schedule of Charges.
- 13.4 You authorise us to debit the fees set out in the Schedule of Charges as soon as they are incurred. Fees will be collected directly from the Available Balance on your Account. If there is no Available Balance or the fees due exceed the Available Balance, we shall send a notice to you and we shall require you to refund

us within 14 days of the invoice. Should you not repay this amount within 14 days of receiving the notice from us we reserve the right to take reasonable steps to recover the sums owing to us and we may also suspend use of your Card or terminate this Agreement.

- 13.5 Certain Merchants may charge an additional fee if the Card is used to purchase goods and/or services. The fee is determined and charged by the merchant and is not retained or received by us.

14. TRANSACTIONS IN A FOREIGN CURRENCY

- 14.1 If you make a Transaction in a Foreign Currency, the amount deducted from your Card and Account will be converted to AED on the day we receive details of that Foreign Currency Transaction. We will use a rate set by the Card Scheme Provider which will be available on each Business Day and changes in the exchange rate shall take effect immediately. Exchange rates can fluctuate and they may change between the time a Transaction is made and the time it is deducted from your Available Balance. You can find out the Card Scheme Provider exchange rate by emailing Cardholder Services.

15. MANAGING YOUR FUNDS (STATEMENTS AND BALANCE ENQUIRIES)

- 15.1 You should check the details of your Transactions regularly. If your Transaction history includes any item which seems to be wrong, please notify us as soon as possible. Under the operating rules of Card Scheme Providers, we may be able to claim a chargeback on your behalf if a problem (such as unauthorised use, or non-delivery of goods ordered) arises. However, there are time limits for us to be able to claim this on your behalf. It is therefore important for you to report any problems immediately.
- 15.2 We will provide you with a statement for your Prepaid Card and Account on request or, depending on the particular type of Prepaid Card in accordance with the Key Facts Statement.
- 15.3 Your statement will show:
- (a) information relating to each Prepaid Card Transaction which will enable it to be identified;
 - (b) the amount of the Prepaid Card Transaction shown in the currency in which the transaction was paid or debited to the account;
 - (c) the amount of charges for the Transaction
 - (d) the date the transaction is authorised or posted on to the Account.
- 15.4 Unless you tell us there is an unauthorized Transaction as soon as you become aware of it (and in any event no later than 90 days from the date the Transaction was debited to your Card), you will not be able to claim a refund.
- 15.5 A fee will be charged for supplying additional or duplicate copies of statements on paper as specified in the Schedule of Charges.
- 15.6 Unless otherwise requested by you, account statements shall be delivered by electronic mail to your registered electronic mail address in our records. It is your responsibility to set up, maintain and regularly review the security arrangements concerning access to and use of your electronic mail and internet systems. Any account statement delivered electronically by us to you will be deemed to constitute an account statement as required by applicable law and shall, for all purposes, satisfy our obligations to deliver an account statement to you as Cardholder. In circumstances where we determine it is not reasonably practicable to deliver account statements to you electronically, we may deliver such account statements in any manner we consider appropriate e.g. by post to your home address. It is your responsibility to review each account statement (and acknowledge receipt where required by us to do so) and notify us of any discrepancy within thirty (30) days of receiving it, failing which the account statement shall be deemed to be correct (subject to our right to rectify any error) and accepted by you. You may not thereafter raise any objections to the account statement and the account statements maintained by us as to the status of Prepaid Card and Account shall be conclusive and binding on you. We shall be entitled to rectify any error in any account statement, and we will notify you on or around the date we rectify such error. It is your responsibility to notify us if you do not receive an account statement or are otherwise unable to access an account statement within thirty (30) days of the date on which the account statement

should have been received or made available to you. We shall not be liable for your non-receipt or late receipt of any account statement. We may suspend the delivery of account statements if we have grounds for believing that you are not receiving such account statements.

15.7 You can also check your Card Transactions and your Available Balance by calling Cardholder Services or using the means described in the Key Facts Statements.

16. PREPAID CARDS AND ACCOUNTS

16.1 Unless otherwise specified in the Key Features Statement for the Prepaid Card you have been issued, it shall expire maximum 5 years from the date of issue or on the date printed on the front of the Card whichever is later.

16.2 You will not be able to use your Card after the expiry date. A replacement card may be issued depending on the type of Card you have been issued.

16.3 If, after expiry of your current Card, you do not receive a new Card from us and you would like to apply for a new Card, please contact Cardholder Services.

16.4 If your Card is renewed, you will be issued with a new Card for the purpose of enabling you to continue to access the Available Balance you have not utilised during the validity period.

16.5 When your Card has expired and no replacement Card has been issued, your Account will be closed.

16.6 Any outstanding Available Balance in a Card will remain yours to redeem as provided in these Terms and Conditions, subject to any time limits on redemption set out in the Key Facts Statement or prescribed by applicable law.

17. PREPAID ACCOUNT BENEFITS

17.1 Your participation in any specific promotions/ usage campaigns will be subject to the promotion/campaign terms and conditions, which will be notified by FAB to you or published on our Website as appropriate at the time. Offers may be made available to you by Card Scheme Providers, such as VISA. We are not responsible for your eligibility to participate in such benefits.

18. CLOSING YOUR PREPAID CARD

18.1 If the Card is closed, we will refund your Available Balance on the Card. You can contact the channels provided by FAB for payment in AED of Available Balance once closed. The relevant amount will be deposited into your nominated bank account notified to us on applying for the Card.

18.2 The Available Balance will not include pre-authorized or held amounts, although these sums will be made available to you once the pre-authorization has been cancelled or the held amounts released by the Merchant.

19. TERMINATING YOUR AGREEMENT

19.1 Subject to earlier termination on the basis set out below, if your Prepaid Card have been issued with an expiry date, then the agreement between us for your Card will terminate on that expiry date.

19.2 You can terminate your Agreement with us for your Prepaid Card by returning the Card to us. Termination will not affect prior Transactions or obligations existing at the time of termination.

19.3 We can terminate the Agreement between us for your Prepaid Card at any time on reasonable notice. Where permitted by applicable law, we shall endeavour to provide its reasons for any such closure or discontinuation. We can also terminate the Agreement between us for your Prepaid Card immediately where we consider such access to your Prepaid card to be a risk of money laundering, fraud or other criminal activity.

20. DEATH OR LOSS OF LEGAL CAPACITY

20.1. If we are notified of your death or loss of legal capacity, we will be entitled to cease the provision of the Card Services (whether in whole or in part) or to block or freeze the Card (whether in whole or in part) from the date of notification until the Bank received an order from a competent court or authority having jurisdiction over the Bank. Any balance remaining in your Card(s) will be dealt with at the absolute discretion of the Bank in accordance with applicable laws and regulations. You agree that you and your legal heirs and administrators (as the case may be) will not hold the Bank liable for any loss, damage or expenses arising out of or in connection with the remaining balance in your Card(s) or the closure of your Card.

21. PERSONAL DATA PROTECTION

21.1 We are committed to providing a high level of protection regarding the processing of your personal data in compliance with applicable data protection laws and regulations.

21.2 We may collect, use, store, disclose or otherwise process your personal data in accordance with applicable data protection laws.

21.3 We may process your personal data for the following purposes:

- (a) processing applications for services, including assessing your suitability and performing necessary checks and risk assessments;
- (b) providing services, such as effecting payments or transactions and completing instructions or requests;
- (c) monitoring and improving our website and its content;
- (d) establishing and managing banking relationships and accounts;
- (e) remaining competitive, as well as developing and improving the products and services offered by us;
- (f) sending you information about our services for the purpose of marketing and promotion;
- (g) preventing, detecting, investigating and prosecuting crimes (including but not limited to money laundering, terrorism, fraud and other financial crimes) in any jurisdiction through identity verification, government sanctions screening and due diligence checks.
- (h) complying with applicable laws, regulations, policies, voluntary codes, judgements or court orders, as well as any request by any authority, regulator or enforcement agency or body in respect of any member of the FAB Group;
- (i) establishing, exercising or defending legal rights in connection with legal proceedings (including any prospective legal proceedings) and seeking professional or legal advice in relation to such legal proceedings; and
- (j) surveillance of premises (including automated teller machines).

21.4 The personal data requested by us is necessary to perform the Card Services. If it is not provided to us, we may be unable to comply with our legal or regulatory obligations or to provide you with the Card, linked Account and related services.

21.5 Your personal data processed by us are kept in a form which permits your identification for no longer than is necessary for the purposes for which the personal data is processed in accordance with legal, regulatory and statutory obligations. At the expiry of such periods, your personal data will be deleted or archived to comply with legal retention obligations or in accordance with applicable statutory limitation periods.

21.6 As a data subject, you may have the right at any time to request from any member of the FAB Group as far as permitted by applicable laws, regulations and/or banking industry guidelines, access to and rectification or deletion of your personal data. On legitimate grounds, you are also entitled to request a restriction of the processing of your personal data or to object to such processing. You also have the right to portability of personal data.

21.7 You are entitled to lodge a complaint with any competent data protection authority concerning the compliance of any member of the FAB Group with applicable data protection laws.

- 21.8 The manner in which we collect, use, store, share and protect your Personal Data, as well as your rights with respect to such Personal Data, are explained in more detail in the relevant Privacy Statement which can be found here [[Privacy Policy | First Abu Dhabi Bank \(FAB\) - UAE \(bankfab.com\)](#)]. Unless expressly stated otherwise in the relevant Special Card Terms, the terms of the Privacy Statement apply to all Card Services and may be updated by us in accordance with these Terms and Conditions in order to comply with applicable data protection laws and regulations.
- 21.9 For any requests relating to the processing of your Personal Data, you should contact: Data Protection Officer First Abu Dhabi Bank PJSC Abu Dhabi, United Arab Emirates, Email: privacy@bankfab.com

22. CHANGES TO THE TERMS AND CONDITIONS

- 22.1 We may at any time vary these Terms and Conditions or any Special Card Terms (and such amendments may impose additional obligations on you). Notice of any such amendments shall be given by us to you in any manner we deem sufficient to bring notice of the amendments to your attention, including (without limitation) by updating any printed versions of such Schedule of Charges, Terms and Conditions made available at our branches or uploading the amended Schedule of Charges, Terms and Conditions to our website or otherwise making such amended terms available electronically. You acknowledge and agree that the period of notice of a variation may vary depending on the nature of the variation, however, in all cases, we shall comply with applicable law when implementing any variation, including as to the period of notice provided.
- 22.2 Any amendments made by us to our Schedule of Charges, Terms and Conditions and Special Card Terms shall be effective from the date specified by us.
- 22.3 By continuing to use a Card or Card Service, you shall be deemed to have accepted the Schedule of Charges, Terms and Conditions or Additional Conditions as in force at the relevant time.
- 22.4 If we vary any Schedule of Charges or these Terms and Conditions and you (a) do not agree to such changes and (b) notify us within 30 days of notice of such variation being given to you, you may request the closure or termination of the affected Card Service. Provided no outstanding Liabilities are due to us, such request may be made without charge.

23. TRANSFERRING THE AGREEMENT

- 23.1 We can transfer our rights and obligations under these Terms and Conditions and as issuer of your Prepaid Card (including any rights and obligations performed by a Card Scheme Provider for the Card) to any other person or business. If this happens, the person or business to which this agreement is transferred assumes all of our rights and obligations under the agreement. We will only transfer our rights and obligations to another person in circumstances where we reasonably consider it will not affect you detrimentally (for example the third party will be suitably authorized to provide Prepaid Cards to you on the same basis as these terms and conditions).
- 23.2 Except in those circumstances, and except for the benefits and rights available to us or a Card Scheme Provider under these Terms and Conditions, nothing in these Terms and Conditions will confer on any third party any benefit or the right to enforce any terms of the Agreement between you and us.

24. COMMUNICATION AND NOTICES

- 24.1 Unless otherwise agreed, any communication to be made or delivered in connection with the Card Services shall be made in writing. We are entitled to deliver such communication in any format it deems appropriate (including in paper form or electronically).
- 24.2 Without prejudice to the generality of the above, any communication may be delivered electronically (including through electronic mail), unless we have prescribed a particular mode of delivery for a particular Card Service or communication, in which case such communication shall not be validly sent or received unless the method of delivery prescribed by us has been followed. Any communication delivered in electronic form shall constitute delivery of such communication "in writing" or in "written" form for the purposes of these Terms and Conditions, and any applicable laws and shall have the same legal effect as if

- such communication were delivered in paper form, signed by you or us (as applicable). You will not challenge the admissibility of any such communication on the grounds that it is made in electronic form.
- 24.3 It is your responsibility to check all communications sent by us and to keep such communication secure. We provide no assurance that electronic communication is secure or error free and you agree that any communication transmitted electronically can be intercepted, lost, delayed or be virus infected.
- 24.4 Any communication made by us shall be validly given: (a) if made or delivered electronically, when sent to your electronic mail address, mobile telephone or facsimile number (in each case, as notified by you from time to time to us), in each case, in readable form; and (b) in all other cases, five (5) Business Days after being dispatched. Any communication delivered by you to us shall be validly given only when actually received by us, at the place and in the manner specified by us for such purpose.
- 24.5 It is your responsibility to provide us at all times with an up-to-date postal address, mobile telephone number and electronic mail address and to notify us of any change of contact information previously provided to us.
- 24.6 You agree that all communications sent by us to you and any attachments are confidential to you and you shall delete or otherwise discard any communication sent in error by us or addressed to a recipient other than you.
- 24.7 We are entitled to rely on any communication sent to it by you and is not under any obligation to verify the authenticity or accuracy of any such communication.
- 24.8 Without prejudice to the generality of the above, we may communicate with you by telephone (including mobile phone). You agree that telephone conversations with us may be recorded and agrees that any recordings so made are admissible as evidence in any court, arbitration or other proceedings.
- 24.9 We shall send any physical items such as Cards by normal post or courier to your address in our records or such other address as requested by you, and at your own risk and responsibility.

25. CONFIDENTIALITY

- 25.1 We will keep all Confidential Information confidential, but you consent to us disclosing all such Confidential Information:
- (a) to any member of the FAB Group;
 - (b) to any Delegate to the extent necessary to enable us to provide Services to you;
 - (c) to any professional adviser of us who is under a duty of confidentiality to us;
 - (d) to any exchange, depository, clearing house or settlement system, swap data repository or trade repository (whether local or global), where we or a Delegate is required to disclose such Confidential Information;
 - (e) to any actual or potential permitted transferee or assignee (or, in each case, any of their agents or professional advisers) of our rights and obligations under these Terms & Conditions or in connection with any business transfer, disposal, merger or acquisition undertaken by us;
 - (f) to any rating agency, insurer or insurance broker, or direct or indirect provider of credit protection to us in connection with the Services provided by us;
 - (g) to the Etihad Credit Bureau, any other authorised credit reference agency or credit bureau or the Emirates Integrated Registries Company and you fully acknowledges the consequences of such disclosure on your ability to access future financial products or services, whether from us or any other party;
 - (h) as required by any applicable law;
 - (i) as required by any court, tribunal, regulatory, supervisory, tax, sanctions, governmental or quasi-governmental authority having jurisdiction over us or that we reasonably believe has jurisdiction over you;
 - (j) as may be required in order to preserve or enforce any of our rights or remedies against you; or
 - (k) as otherwise specified in these Terms & Conditions.
- 25.2 You authorise us to obtain information, on an ongoing basis, from the Etihad Credit Bureau, the Emirates Integrated Registries Company, banks and other financial institutions, or any other body as we deem appropriate, about your financial and non-financial affairs which includes but is not limited to the details

of your banking facilities, financial position, income and any other information relating to you which we deem appropriate without any reference to you.

- 25.3 To comply with certain of its legal or regulatory obligations, we may centralise the processing of your information in one or more locations inside or outside the UAE.
- 25.4 You agree to provide any information or documents that we may require and waives any confidentiality rights applicable under data protection, bank secrecy or similar laws in respect of all such information which we may disclose in accordance with these Terms & Conditions.
- 25.5 You agree to the processing and disclosure of your information in accordance with these Terms & Conditions and to the transfer by us of your information to another country or countries for processing on behalf of us. In this context, you acknowledge that information may be accessed under legal proceedings outside the UAE in such circumstances.
- 25.6 Where we disclose Confidential Information in accordance with these Terms & Conditions, it shall, where reasonably practicable, take steps to ensure that the recipient of such Confidential Information will keep such information confidential.

26. REPRESENTATIONS AND WARRANTIES

- 26.1 By signing, activating or using a Card, submitting a request for a Card, Additional Card or replacement Card or otherwise making use of a Card Service, you represent and warrant to us that:
- (a) If a corporate entity, you are duly organised and in good standing in every jurisdiction in which it is required to be;
 - (b) If a corporate entity, the obligations assumed by you pursuant to these Terms and Conditions are your legal, valid and binding obligations and the performance of those obligations and the provision of any Card Services does not violate or breach any applicable law, contract or other requirement to which you are subject;
 - (c) If a corporate entity, then you specifically represent and warrant that you have obtained any consent, authorisation or instruction required in connection with these Terms and Conditions and you have the authority to bind the corporate entity Cardholder;
 - (d) All information furnished to us by you or on your behalf is, as of the date that information is provided, true, accurate and complete in every material respect;
 - (e) You are not bankrupt, insolvent or otherwise experiencing financial difficulties;
 - (f) You have carefully reviewed and understands all information (if any) provided by us as well as the terms, conditions and risks associated with any Card Service provided by us;
 - (g) You are not relying on any representation, statement or other information provided by us as legal, regulatory, tax or accounting advice, and you have been advised by us to obtain (and has obtained), where appropriate, independent legal, regulatory, tax and accounting advice; and
 - (h) In all your dealings with us, you are acting as principal and not as agent on behalf of any third party.
 - (i) Each of the representations and warranties set out above is deemed to be repeated on each day throughout the period we provide a Card Service to you.
 - (j) If any representation and warranty set out above is or becomes untrue at any time, you must notify us immediately.

27. CARDHOLDER SERVICES AND COMPLAINTS

- 27.1 If you have a question, you can contact our Cardholder Services by phoning [600524688] available 24/7 or by writing to Cardholder Services at [Abu Dhabi – Khubaira Branch – Magnati Office 5th floor] or by emailing [atyourservice@bankfab.com]. A lost and stolen Card service is also available 24 hours a day on the Cardholder Services phone number.
- 27.2 If you have any complaints about your Card you must notify us by contacting Cardholder Services.
- 27.3 All complaints will be subject to our Complaints Procedure. We will provide you with a copy of our Complaints Procedure upon request and, if we receive a complaint from you, a copy of our Complaints Procedure will automatically be posted to you.
- 27.4 We will respond to your complaint via email.

27.5 If we fail to resolve your complaint to your satisfaction you may refer your complaint to the consumer protection department of the Central Bank of the UAE.

28. LAW AND JURISDICTION

28.1 These Terms and Conditions are governed by the laws of the United Arab Emirates and any legal questions concerning the Terms and Conditions will be decided under United Arab Emirates laws.

28.2 You submit to the non-exclusive jurisdiction of the United Arab Emirates Courts to hear and determine any disputes or legal questions concerning these Terms and Conditions or the Agreement between you and the Issuer.