



**Terms and Conditions  
for Enabling Gulf Bank Cards  
on Digital Wallets**

The following terms and conditions (‘Terms of Use’) govern the use of Cards issued by Gulf Bank with the Digital Wallet (the ‘Wallet’) enabled on compatible Devices of the Customer from time to time.

These Terms of Use form a binding legal agreement between the Customer and Gulf Bank (the ‘Bank’ or ‘We’ or us’) and apply to the Customer and/ or anyone else the Customer authorizes to use the Cards with the Wallet. 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 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 Gulf 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.

## 1. Definitions

- **Card:** Means Gulf Bank credit, debit or prepaid card issued by Gulf Bank to the Customer, which is not expired, blocked, suspended or cancelled.
- **Customer, Cardholder or You:** Means the Bank account holder of the account related to the Gulf Bank Card or the Card Account holder of the Card issued by Gulf Bank.
- **Device:** Includes but is not limited to a smartphone, tablet or smart watch or any other device, which is compatible for use of the Wallet solution, which Gulf Bank determines, is eligible for the registration of Gulf Bank Cards to be used in the Wallet.
- **Wallet:** Means the mobile payment and digital wallet service created by the third-party Wallet Providers 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).
- **Biometric identification:** Biometric identification means verifying identity using a person's unique physical and other traits, such as Voice ID or facial recognition or fingerprint log-on using fingerprint 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 Gulf Bank Credit Cards and the terms and conditions of the prepaid card contract.
- **Digital Card:** A digital version of your Gulf Bank card which you store in the Wallet of your eligible device.

## 2. General

- You are solely responsible for maintaining the physical security of the Device and the confidentiality of the Device lock, PIN, Passcode, and other means to access the Wallet, Card credentials, or any other personal and payment information on or for the Device. On sharing the Device and/or means of access to the Device with any person, that person may be able to use the Cards and access the personal and payment information available in the Wallet. You are required to keep the Device and the credentials secure in the same manner as you would keep secure cash, cheques, debit or credit cards, and other personal identification numbers and passwords.
- Take reasonable precautions to keep Gulf Bank Card details and security details relating to your Card, Wallet and Device (including your Device Passcode, payment PIN, fingerprint and/or any other biometric credentials stored in your 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 your Card do not change when you add your Card to the Wallet. The Wallet simply provides another way for you to make purchases with the Card. Any applicable interest, fees, and charges that apply to your Card will also apply when you use the Wallet to access your Card. The Wallet provider and other third parties such as wireless companies or data service providers may levy charges as specified by them.

### 3. Adding and deleting a Gulf Bank Card

- You can add your Gulf Bank Cards to the Wallet by following the instructions of the Wallet provider. Only Gulf Bank Cards that we indicate are eligible can be added to the Wallet. If your Card or underlying account is not in good standing, that Card will not be eligible to enroll in the Wallet. When you add a Card to the Wallet, the Wallet allows you to use the Card to make transactions where the Wallet is accepted. The Wallet may not be accepted at all places where your Card is accepted which may include merchants' physical locations, e-commerce locations, and in-app purchases.
- The Wallet Provider may limit the number of Mobile Credit Cards that you may store in one Wallet from time to time which we cannot control.
- We may however limit the number of Eligible Devices in which the same Gulf Bank Card can be stored from time to time and you should refer to our latest communications regarding such limit.
- You should follow the instructions of the Wallet Provider (including installation of the latest operating system for your Eligible Device), and the registration and verification flow of your Wallet in order to register and store the Card in your Wallet.
- By registering a Card in your Wallet, you consent to the bank sending SMS message to you for verification and activation purpose based on your registered mobile number with the bank. If the registered mobile number is not the mobile number of your Device, the SMS message will be sent to the registered mobile number but not to your Device. If we do not have record of your mobile number, we cannot send SMS message to you in which event please visit the nearest branch to update your mobile number.
- In provisioning, we may add a unique numerical identifier different from your Card number ( 'Token<sup>a</sup>) to your Wallet that enables you to make purchases through that Wallet.
- Due to the manner in which a Wallet operates, you may need to present your Device at a merchant when you return an item purchased using that Wallet on such Device.
- You shall follow the instructions of the Wallet Provider to delete your Card from the Wallet should you wish to terminate the Card from the Wallet. Termination of the Card from the Wallet will not terminate the Gulf Bank Card in plastic card form unless you also terminate it in accordance with the Cardholder's Agreement.
- If you are a primary Gulf Bank cardholder, you cannot delete the Supplementary card from the Supplementary cardholder's Wallet without terminating the additional Gulf Bank Card in plastic card form.
- If you are a primary Gulf Bank cardholder, termination of your Card from your Wallet will not terminate the Digital Card of your Supplementary Cardholder.
- We have the rights to suspend, restrict or terminate your Gulf Bank Card under the Cardholder's Agreement. These rights will be extended to your Digital Card. Your Digital Card will be suspended, restricted or terminated at the same time if your Gulf Bank Card is suspended, restricted or terminated under the Cardholder's Agreement
- You are responsible for all Wallet Card Transactions whether or not authorized by you unless and until you have removed the Card from all your Wallets and Devices upon termination.
- Termination of the Digital Card on its own will not affect the Gulf Bank Card in plastic card form which will continue to be governed by the Cardholder's Agreement.
- You should contact the Bank at 1805805 on how to delete your Card from the Wallet.
- We can also block your Card in the Wallet at any time.

### 4. Termination and Suspension

- We can change these Terms of Use, add, or delete any items in these Terms of Use, at any time. We will provide notice if required. You cannot change these terms, but you can terminate these Terms of Use at any time by deleting all Cards from the Wallet.
- The customer accepts and understands that it is his/her responsibility to refer to the updated Terms of Use on the Bank website.
- Subject to applicable law, at any time we may (i) terminate your use of Cards in connection with a Wallet, (ii) modify or suspend the type, count and/or amounts of transactions allowed using Cards in connection with a Wallet, (iii) change a Cards eligibility for use with a Wallet, and (iv) change the Card authentication process.

## 5. Card Account

- All Wallet Transactions will be billed to card statement of the Gulf Bank Card. There will not be a separate statement for your Wallet.
- Your Gulf Bank Credit Card in plastic card form and your Wallet Credit Card share the credit limit of the same Card Account. There will not be a separate credit limit for your Wallet Credit Card.
- Your Wallet may be subject to certain transaction limits (for example, payment amount) imposed by retailers or payment terminals which do not normally apply to your Gulf Bank Card.
- You agree and acknowledge that the transaction history displayed in a Wallet in connection with use of your Card in that Wallet solely represents our authorization of your 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 your Wallet transaction history in connection with use of your Card in that Wallet may not match the transaction amount that ultimately clears, settles, and posts to your Cards billing statement.

## 6. Fees and Charges

- All applicable interest, fees and charges that apply to your Gulf Bank Card will also apply to the Digital Card.
- You will bear all fees, charges and expenses imposed by any mobile service provider, telecommunications provider, retailer or the Wallet Provider for or in relation to your storing, activating or using the Mobile Card or for making transactions using your Wallet.
- We currently do not impose a fee for using your Card through a Wallet but we reserve the right to impose a fee in the future. Please note that a Wallet Provider or another third party supporting a Wallet Provider may charge a fee for using your Cards in a Wallet. Your telecommunications carrier or provider may impose web enablement, data usage or text messaging fees or other charges for your use of a Wallet.

## 7. Privacy, Security and Your Liability

- If you do not take security measures as we or the Wallet Provider may recommend from time to time, you will bear the risk of suffering or incurring any loss which may arise from or in connection with your Mobile Credit Card. We are not liable for any such loss. You should take appropriate security measures including the following:
  - DO NOT allow anyone else to use or log on to your Device and Wallet.
  - DO NOT use facial recognition to use your Wallet if you have an identical twin sibling, in which case you are recommended instead to use your Device Passcode or other biometric credentials as suggested by the Wallet Provider.
  - DO NOT use facial recognition to use your Wallet if you are in adolescence while your facial features may be undergoing a rapid stage of development, in which case you are recommended instead to use your Device Passcode or other biometric credentials as suggested by the Wallet Provider.
  - DO NOT take any action to disable any function provided by, and/or agreeing to any settings of your Device that would compromise the security of the use of your biometric credentials for the use of Wallet (e.g. disabling 'attention-aware'<sup>a</sup> for facial recognition). If such changes are required, you are recommended instead to use your Device Passcode or other biometric credentials as suggested by the Wallet Provider.
  - DO 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 identified by shoulder surfing) or tell anyone else your Device Passcode or payment PIN or write down or keep your Device Passcode or payment PIN close to your Device.
  - Change the Device Passcode or payment PIN regularly and use alphanumeric code for Device Passcode or payment PIN (if available);
- You are fully responsible for any disclosure of your Gulf Bank Card Details, Device Passcode, payment PIN, or other security details relating to your Device and to any other person, even if such disclosure is accidental or unauthorized. You are required to bear all risks and consequences of your Wallet being used by unauthorized persons or for unauthorized purposes.

- In case of breach of confidentiality of the Device or Passcode, you shall be fully and solely responsible for and bear all charges, costs, losses, and damages whatsoever and howsoever arising from such breach. In the event you disclose the Passcode intentionally or unintentionally, you shall indemnify us against any unauthorized payment, charges, costs or losses and any transaction effected due to such breach.
- You shall immediately notify us if the Passcode is breached or is disclosed to another person or entity. You should request us to block the Card due to such disclosure or breach and you shall indemnify us for any loss, damage, charge or expense caused to us due to such breach.
- In the event of fraud, loss or theft of the Device, you are obliged to immediately report such loss to us. Based on such reporting, we will arrange to block all Wallet transactions for all Cards. You can continue to use the physical Card plastic for all such enrolled cards. You hereby indemnify us against any claims, costs, charges or losses made in respect of any transactions effected using the Customer Device prior to the Customer notifying the Bank of the fraud, loss or theft or requesting the Bank to block the card.
- You have to use an Eligible Device of a type or model specified by us from time to time to register, store and use Card in your Wallet. We have the right to vary the type or model or withdraw an existing type or model of Device at any time without prior notice.
- You require Internet connection, compatible telecommunications equipment and mobile service plan (if applicable) in order to register, store and use your Wallet.
- Devices modified contrary to the manufacturer's software or hardware guidelines, including by disabling hardware or software controls-sometimes referred to as 'jailbreaking'<sup>a</sup>-are not Eligible Devices. You acknowledge that the use of a modified device to use your Card in connection with a Wallet is expressly prohibited, constitutes a violation of the Terms & Conditions, and is grounds for us to deny your access to your Cards through that Wallet.
- At its sole discretion we reserve the right to refuse to permit any transaction if we suspect there is a breach of the Terms of Use, or that fraudulent or illegal activity is taking place.
- When adding your Card to the Wallet, we collect certain information from you to verify your identity, in order to enable you to use the Card and facilitate participation with the Wallet.
- We shall also request certain account information relating to each Card you select to use with the Wallet, including the most recent transaction data, but not the full Card account number. You agree that we may also periodically collect and use technical data and related information, including, but not limited to, technical information about your Device to facilitate updates our services. We may use this information to improve its products or to provide services or technologies to you as long as it is in a form that does not personally identify you.
- You may be providing your personal data and Gulf Bank Card information and transaction details to the Wallet Provider by registering, storing and using the Digital Card. We have no control of the privacy and security of your personal data and information provided by you to the Wallet Provider which is governed by the privacy policy of and any agreement you may have with the Wallet Provider. You may receive push notifications from the Wallet reflecting the Card account activity. If you do not wish to receive push notifications, they may be turned off within the Device notifications or the Wallet app settings.
- NFC transactions made through 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 you have any questions, disputes, or complaints about the Wallet, contact us. If your question, dispute, or complaint is about your Card, then call us immediately using the number on the back of the Card.
- You must cooperate with the Bank in any and all investigations and use any fraud prevention or other related measures which we prescribe.
- You are solely and fully responsible for protecting your Cards, Digital Cards, Wallet transactions and any other information on your device in case you lose or sell the device to any other 3rd Party or person.

- All transactions initiated by you will comply with all applicable laws, rules, and regulations.
- Login through Biometric Identification: Biometric identification Access: When enabling a fingerprint, face or other Biometric identification access to login to mobile app, anyone whose fingerprint, face or other Biometric identification is stored on your mobile device will be able to access your mobile wallets. You must not have fingerprint, face or other Biometric identification access enabled in Settings if someone else's fingerprint, face or other Biometric identification is stored on your mobile device. You must not record your voice identification phrases used for Voice ID, such as your passphrase. You must not let someone else record their voiceprint against your customer number. You agree that you will be responsible for all actions on your account following successful identification using the abovementioned Biometric Identification Access, in accordance with these conditions.

## 8. Bank's Liability

Gulf Bank is not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Wallet provider to allow usage of the Digital Card. We are not responsible for any failure of the Wallet or the inability to use the Wallet for any transaction. We are not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement you enter into with the Wallet provider or associated third - party relationships that may impact your use of the Wallet. Limitation of liability to the maximum extent permitted by applicable law, in no event shall we, our processors, suppliers, or licensors (or our or their respective affiliates, agents, directors, and employees) 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 your use of your 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 by applicable law, we, our processors, suppliers, and licensors (and our and their respective affiliates, agents, directors, and employees) assume no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of a Wallet, including your use of your card in connection with a Wallet; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from a Wallet; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through a 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 a Wallet; and/or (vii) user content or the defamatory, offensive, or illegal conduct of any third party. In no event shall we, our processors, agents, suppliers, or licensors (or our or their respective affiliates, agents, directors, and employees) be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs. This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if we have been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

## 9. Communication

You consent to receive electronic communications and disclosures from us in connection with your Card and the Wallet. You agree that we can contact you by email or SMS at any email address or mobile number you provide to us in connection with any account. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.

## 10. 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. Your 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 you provide such third parties with personal information in order to use their services, visit their applications or websites, or as otherwise governed by the applicable circumstances. We are not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of products or services from any third party.

## 11. It is your responsibility to read and understand any third-party agreements before adding or using the Card through the Wallet.

We are not responsible for, and do not provide, any support or assistance for any third-party hardware, software or other products or services. If there are any issues or questions with a third-party product or service, including issues pertaining to the operation of the Device, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance.

## 12. 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.
- You are granted a non-exclusive, non-sub licensable, non-transferable, personal, limited license to install and use tokens and other credentials associated with the Card to make payments with the Device solely in accordance with the Terms of Use. The license is limited to use on any Device that you own or control and as permitted by any applicable third-party agreements.
- You shall not rent, lease, lend, sell, redistribute or sub-license any right to use any Card credentials in the Wallet.
- You hereby agree that the virtual representation of the Card in the Wallet or its credentials may be automatically updated or upgraded without notice to you. We 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.