



Commercial Bank of Kuwait MOBILE CARD TERMS AND CONDITIONS (Mobile Card Terms and Conditions)

1. Definitions

In these Mobile Card Terms and Conditions the following definitions apply:

Device Passcode means the passcode you use to access your Eligible Device;

Eligible Device means a smartphone, tablet or other device (as designated by us from time to time) with Mobile Wallet functionality (i.e. allowing a Mobile Card to be registered and stored);

Mobile Card means a digital version of your Commercial Bank of Kuwait Credit Card which you store in the Mobile Wallet of your Eligible Device;

Mobile Card Transaction means any transaction effected by your Mobile Card;

Mobile Wallet means a wallet application provided by a Mobile Wallet Provider, installed in an Eligible Device in which your Mobile Card is stored; and

Mobile Wallet Provider means the provider of the Mobile Wallet in your Eligible Device.

If we use a capitalised word in these Mobile Card Terms and Conditions which has not been defined herein, then that word shall have the meaning given to it in the Commercial Bank of Kuwait Terms & Conditions Governing Credit Cards (**Credit Card Terms**).

2. Scope of the Mobile Card Terms and Conditions

- a. These Mobile Card Terms and Conditions apply when you add your Commercial Bank of Kuwait your Credit Card to a Mobile Wallet of your Eligible Device. The Credit Card Terms also apply to your Mobile Card. References in the Credit Card Terms to **Credit Card** include your Mobile Card.
- b. These Mobile Card Terms and Conditions supplement the Credit Card Terms and, together, they govern your Mobile Card. If there is any inconsistency between the provisions of these Mobile Card Terms and Conditions and the provisions of the Credit Card Terms, the provisions of these Mobile Terms and Conditions will take precedence over any other terms between us and you in relation to your Mobile Card.
- c. You may need to agree separate terms with the Mobile Wallet Provider, which govern the registration and storage of your Commercial Bank of Kuwait Credit Card and the use of the Mobile Wallet (including the use of any data you provide to the Mobile Wallet Provider). Those separate terms you agree with the Mobile Wallet Provider will not change or override these Mobile Card Terms and Conditions and the Credit Card Terms.

3. Registration

- a. You are eligible to add a digital version of a Mobile Card in your Mobile Wallet if your Account is in good standing.
- b. Prior to adding the Mobile Card in the Mobile Wallet, the physical Credit Card must have been activated.
- c. You may add a Mobile Card in your Mobile Wallet by following the instructions of the Mobile Wallet Provider. You acknowledge that the Mobile Wallet Provider has the right to decline the addition of your Mobile Card or to suspend, delete or reactivate a Mobile Card added in the Mobile Wallet. We shall not be liable if you are unable to add a Credit Card on a Mobile Wallet for any reason.
- d. By registering a Mobile Card in your Mobile Wallet, you consent to us sending you an SMS or an email on your mobile number or email registered with us for verification and activation purposes. For Supplementary Card registration, the SMS message or email will be sent to the mobile number or email registered with us. If we do not have a record of your mobile number or email address, we will not be able to send an SMS or email to you. In such a scenario, you will need

to call us on the number displayed in the verification screen and follow the required steps to verify and activate the Mobile Card.

- e. The Mobile Wallet Provider may limit the number of Mobile Cards that you may add in one Mobile Wallet from time to time. We may limit the number of Eligible Devices in which the same Credit Card can be added from time to time and you should refer to our latest communications regarding such limit. Please see Clause 12 regarding how we communicate with you.

4. Use of the Mobile Card

- a. You may make and authorise transactions with your Mobile Card where Mobile Wallet is accepted for payment.
- b. We will not be responsible to you if any retailer refuses to accept your Mobile Card.
- c. To make and authorise a transaction, you may place your Eligible Device near Visa payWave or MasterCard contactless readers or terminals (**contactless reader**), and verify your identity as the Cardholder as determined by the Mobile Wallet Provider.
- d. You cannot use your Mobile Card for cash withdrawals or cash advance over the counter.
- e. You will not be able to use your Mobile Card for purchases which exceed a certain amount. You should refer to our latest communication regarding eligible amounts. The limit per transaction may vary from country to country. Please see Clause 12 regarding how we communicate with you.

5. Card Account

- a. Your physical Commercial Bank of Kuwait Credit Card and in its digital version (i.e. Mobile Card) constitute one and the same card and share the same Account.
- b. All Mobile Card Transactions will be billed to the same statement of the physical Credit Card. You will not receive a separate statement for your Mobile Card Transactions.
- c. Your physical Commercial Bank of Kuwait Credit Card will share the credit limit of the same Card Account. There will not be a separate credit limit for your Mobile Card.

6. Acknowledgment of risk and your responsibility

- a. You acknowledge and accept the risk of incurring any loss which may arise from or in connection with unauthorized transactions made on your Mobile Card. You undertake to be liable for all transactions incurred using the Mobile Card whether or not the transactions were properly authorised by you. It is your responsibility to take security measures to protect the use of your Mobile Card, Mobile Wallet and Eligible Device. We recommend you consider the following:
 - i. take reasonable precautions to keep Credit Card details and security details relating to your Mobile Card, Mobile Wallet and Eligible Device (including your Device Passcode, 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;
 - ii. Safeguard your Mobile Wallet and Eligible Device and keep them under your personal control at all times;
 - iii. Do not allow anyone else to use or log on to your Eligible Device and Mobile Wallet;
 - iv. Do not store anyone else's fingerprint or biometric credentials in your Eligible Device;
 - v. do not choose obvious numbers as Device Passcode (such as date of birth, telephone number, number with same digits or other that can be easily guessed or tell anyone else your Device Passcode or write down or keep your Device Passcode close to your Eligible Device);
 - vi. Do not install or launch Mobile Wallet in a smartphone or other device with any pirated, hacked, fake or unauthorized application or where the software lockdown has been overridden (such as a jailbroken or rooted smartphone or device);
 - vii. Change the Device Passcode regularly and use alphanumeric code for Device Passcode;
 - viii. if you have already set up access to your Eligible Device by way of Device Passcode or fingerprint or other biometric credentials, review this and ensure that you change any Device Passcode that can easily be guessed or that has already been shared with anyone else and delete any fingerprint or other biometric credentials that is not your own;
 - ix. delete your Mobile Card from the Mobile Wallet before you dispose of your Eligible Device by, for example, selling or giving it to someone else or pass your Eligible Device temporarily to someone else, for example, for it to be repaired;
 - x. remove the Mobile Card from the Mobile Wallet upon termination of your Mobile Card as provided in Clause 11.

- b. You are fully responsible for any disclosure of your Credit Card details, Device Passcode or other security details relating to your Eligible Device, Mobile Wallet and Mobile Card to any other person, even if such disclosure is accidental or unauthorised. You are required to bear all risks and consequences of your Mobile Wallet and Mobile Card being used by unauthorised persons or for unauthorised purposes up until you notify us of such unauthorised use.
- c. You have to use an Eligible Device of a type or model specified by us from time to time to register, add and use Mobile Card in your Mobile Wallet. We have the right to vary the type or model or withdraw an existing type or model of Eligible Device at any time without prior notice.
- d. You require an internet connection, compatible telecommunications equipment and a mobile phone service plan (if applicable) in order to register, add and use your Mobile Card (except in the circumstances described in clause 6(e) below). You are responsible for any amount which may be charged by your mobile carrier and you agree to be solely responsible for such fees.
- e. An active internet connection may be required to make purchases in-store using your Mobile Card. If you are able to make in-store purchases without an active internet connection, the number of transactions you will be able to conduct in this manner may be limited, after which you will need to connect to the internet to make additional purchases. Any applicable transaction limit will be displayed on our website or the Mobile Wallet Provider's website and may change from time to time.

7. Loss, theft or misuse

- a. You must notify us straight away and request that we deactivate your Credit Card by calling our Customer Service Hotline specified on our website if you notice or suspect any loss, theft, unauthorised possession, control or use of your Mobile Card or Eligible Device, or if you believe someone else has used your Mobile Card or Eligible Device, or has discovered the security details of your Eligible Device, Mobile Wallet or Mobile Card or the security of your Credit Card, Mobile Card, Mobile Wallet or Eligible Device has been compromised in any other manner. Please note if your physical Credit Card is deactivated your Mobile Card will also be deactivated.
- b. You will be liable for all unauthorised Mobile Card Transactions made by your Mobile Card before we receive report of loss, theft, disclosure or unauthorised use of your Mobile Card.
- c. If you report loss, theft, disclosure or unauthorised use of your Mobile Card in accordance with this Clause 7, you will not be liable for subsequent unauthorised use unless: (a) you knowingly (whether or not voluntarily) permitted any other person to use your Mobile Wallet or Mobile Card or Eligible Device or (b) you have acted fraudulently or with gross negligence in using or safeguarding your Mobile Wallet, Mobile Card or Eligible Device (without limitation, your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your Mobile Wallet, Mobile Card or Eligible Device may be treated as gross negligence), in which case you will be liable for all Mobile Card Transactions.

8. Limitation of our liability

- a. You acknowledge and accept that the Mobile Wallet is made available to you by the Mobile Wallet Provider on Eligible Devices. We are not the provider of your Mobile Wallet, and therefore we are not responsible for providing the Mobile Wallet service to you. We have no control over the Mobile Wallet platform or your Eligible Device. We are therefore not responsible for any failure of the Mobile Wallet or your Eligible Device, or your inability to use the Mobile Wallet or your Eligible Device for any transaction. We are also not responsible for the performance or non-performance of the Mobile Wallet Provider or any third parties that may impact your use of the Mobile Wallet. We are not responsible for any loss that you may suffer or incur in relation to your use or inability to use your Mobile Wallet (including your Mobile Card).
- b. We are not liable to refund you for any unauthorised transactions where you fail to take appropriate security measures including those provided in Clause 6.

9. Your Personal Data

- a. By registering, adding and using the Mobile Card in your Mobile Wallet, you acknowledge that certain Credit Card Account information may be transmitted to and stored within your Eligible Device, SIM card, with the Mobile Wallet provider and/or on the system of a third party working with the Mobile Wallet Provider, for purposes of the Mobile Wallet. Such information may be used by the Mobile Wallet Provider and/or the third party working with the Mobile Wallet Provider. We shall not be responsible and have no control of the privacy and security of your personal data and information provided by you to the Mobile Wallet Provider which is governed by the privacy policy of and any agreement you may have with the Mobile Wallet Provider.

10. Fees and charges

- a. All applicable interest, fees and charges that apply to your Credit Card will also apply to the Mobile Card.
- b. You will bear all fees, charges and expenses imposed by any mobile phone service provider, telecommunications provider, retailer or the Mobile Wallet Provider for or in relation to your adding, activating or using the Mobile Card or for making transactions using your Mobile Wallet and the Mobile Card.

11. Termination of Mobile Card

- a. You shall follow the instructions of the Mobile Wallet Provider to remove your Mobile Card from the Mobile Wallet should you wish to terminate the Mobile Card. Termination of the Mobile Card will not terminate the physical Commercial Bank of Kuwait Credit Card unless you also terminate it in accordance with the Credit Card Terms.
- b. If you are a Cardholder, you cannot terminate the Mobile Card of the Supplementary Cardholder without terminating the physical Supplementary Card.
- c. If you are a Mobile Card cardholder, termination of your Mobile Card will not terminate the Mobile Card of your Supplementary Cardholder.
- d. We have the rights to suspend, freeze or terminate your Commercial Bank of Kuwait Credit Card under the Credit Card Terms. These rights will be extended to your Mobile Card. Your Mobile Card will be suspended, frozen or terminated at the same time if your physical Credit Card is suspended, frozen or terminated under the Credit Card Terms. You agree that we will not be liable to you or any third party for any suspension, freezing or termination of your use of any Credit Card or Mobile Card.
- e. We will also have the right to suspend, freeze or terminate the use of a Mobile Card if your Mobile Wallet has been suspended, frozen or terminated by the Mobile Wallet Provider for any reason, or if you have made a report to us.
- f. Upon termination of Mobile Card whether by you or by us, you must remove the Mobile Card from your Mobile Wallet based on the instructions provided by the Mobile Wallet Provider. You should contact the Mobile Wallet Provider if you have any question on how to remove the Mobile Card or the Mobile Wallet from your Eligible Device.
- g. You are responsible for all Mobile Card Transactions whether or not authorised by you unless and until you have removed the Mobile Card from your Mobile Wallet and Eligible Device upon termination.
- h. Termination of the Mobile Card on its own will not affect the physical Credit Card which will continue to be governed by the Credit Card Terms.

12. Notices

We can provide notices to you concerning these Mobile Card Terms and Conditions and the use of your Mobile Card by posting the materials on our website, through electronic notice given to any electronic mailbox we maintain for you or telephone number you provide to us, or by contacting you at the current address we have on file.

13. Variation of this Addendum

We have the right to vary these Mobile Card Terms and Conditions from time to time. By agreeing to these Mobile Card Terms and Conditions you are agreeing that we may change them at our discretion at any time in line with our Credit Card Terms. You will be bound by a variation unless your Mobile Card is terminated by you and removed from the Mobile Wallet and Eligible Device in accordance with Clause 11 before the date on which that variation takes effect. We will use appropriate methods to update you about the changes which might include a notification online via our website.

14. Third party rights

No person other than you and us will have any right to enforce or enjoy the benefit of any of the provisions of these Mobile Card Terms and Conditions.

15. Governing law, jurisdiction and version

These Mobile Card Terms and Conditions are governed by the laws of the central bank and in the event of a dispute between us. These Mobile Card Terms and Conditions are in English.

16. General matters

If you have any questions or complaints about your Mobile Card, please visit our website. If your question or complaint is about the Mobile Wallet, please contact the Mobile Wallet Provider using the contact information provided by the Mobile Wallet Provider.