

1. Definitions

This Use of Apple Pay Wallet Services Terms & Conditions ("Terms and Conditions") the following definitions apply:

- "Bank" means National Bank of Kuwait S.A.K.P
- "Cardholder" means Principle Cardholder and Supplementary Cardholder.
- "Principal Cardholder" means the person in whose name the Card Account has been opened.
- "Supplementary Cardholder" means a Cardholder nominated by the Principal Cardholder and whose Card Transactions are chargeable to the Card Account of the Principal Cardholder.
- "Card Account" means the account opened with the Bank in the name of the Principal Cardholder in accordance with the Agreement.
- Device Passcode means the passcode Cardholder uses to access Cardholder's Eligible Device;
- Eligible Device means a smartphone, tablet or other device (as designated by the Bank from time to time) with Apple Pay Wallet functionality (i.e. allowing a Card to be registered and stored);
- NBK Card means a digital version of Cardholder's Debit Card or Credit Card which the Cardholder store in the Apple Pay Wallet Services of Cardholder's Eligible Device;
- Card Transaction means any transaction effected by Cardholder's NBK Card;
- Apple Pay Wallet Services means a wallet application provided by a Apple Pay Wallet Services Provider, installed in an Eligible Device in which Cardholder's Card is stored; and
- Apple Pay Wallet Services Provider means the provider of the Apple Pay Wallet Services, installed by the Cardholder in the Cardholder's Eligible Device.

2. Apple Pay Wallets Terms and Conditions

- a. These Terms and Conditions apply when the Cardholder adds Cardholder's NBK Card to a Apple Pay Wallet Services of Cardholder's Eligible Device.
- b. These Terms and Conditions supplement the General Terms and Conditions of Account, and Credit Cards Terms and Conditions which govern Cardholder's NBK Card. If there is any inconsistency between the provisions of these Terms and Conditions and the provisions of the General Terms and Conditions of Accounts and Credit Cards Terms and Conditions, the provisions of these Terms and Conditions will take precedence over any other terms between the bank and the Cardholder in relation to the Cardholder's Card.
- c. Cardholder may need to agree separate terms with the Apple Pay Wallet Services Provider, which govern the registration and storage of Cardholder's NBK Card and the use of the Mobile Wallet Services (including the use of any data Cardholder provides to the Apple Pay Wallet Services Provider). The terms Cardholder agrees with the Apple Pay Wallet Services Provider will not change or override these Terms and Conditions , in addition to the General Terms and Conditions of Account and Credit Cards Terms and Conditions

3. Registration

1. Cardholder is eligible to add a digital version of a NBK Card in Cardholder's Apple Pay Wallet Services if Cardholder's Account is in good standing.
2. Prior to adding the NBK Card in the Apple Pay Wallet Services, the physical NBK Card must have been activated.
3. Cardholder may add a NBK Card in Cardholder's Apple Pay Wallet Services by following the instructions of the Apple Pay Wallet Services Provider. Cardholder acknowledges that the Apple Pay Wallet Services Provider has the right to decline the addition of Cardholder's NBK Card or to suspend, delete or reactivate a NBK Card added in the Apple Pay Wallet Services. The Bank shall not be liable if Cardholder is unable to add a NBK Card on a Apple Pay Wallet Services for any reason.'
4. The Apple Pay Wallet Services Provider may limit the number of NBK Cards that Cardholder may add in one Apple Pay Wallet Services from time to time. The Bank may limit the number of Eligible Devices in which the same NBK Card can be added from time to time and Cardholder should refer to the Bank's latest communications regarding such limit.

4. Use of NBK Card

1. Cardholder may make and authorize transactions with Cardholder's NBK Card where Apple Pay Wallet Services is accepted for payment.
2. The Bank will not be responsible for any refusal to Cardholder's NBK Card by any Apple Pay Wallet Services Provider.
3. To make and authorize a transaction, Cardholder may place Cardholder's Eligible Device near contactless readers or terminals, and verify Cardholder's identity as the Cardholder as determined by the Apple Pay Wallet Services Provider.
4. The limit per transaction may vary from one country to another.
5. Cardholder must refrain from using the card to conduct any illegal transactions as stipulated by:
(a) Visa International Regulations (b) International Authorities (c) The Laws of the Kingdom of Bahrain.

5. Card Account

- Cardholder's physical NBK Card and their digital versions constitute one card and share the same Account.
- All Card Transactions will be billed to the same statement of the physical NBK Card. Cardholder will not receive a separate statement for Cardholder's Card Transactions.
- In case of doubt, Cardholder's physical NBK Credit Card will share the credit limit of the same Card Account. There will not be a separate credit limit for Cardholder's Card.

6. Covenants and Undertaking

Cardholder acknowledges and accepts the risk of incurring any loss which may arise from or in connection with unauthorized transactions made on Cardholder's Card. Cardholder undertakes to be liable for all transactions incurred using the Card whether or not the transactions were properly authorized by Cardholder. It is Cardholder's responsibility to take security measures to protect the use of Cardholder Card, Mobile Wallet and Eligible Device. To safeguard Cardholder's position in the said acknowledgement, the Bank requires the Cardholder to observe the following recommendations:

take reasonable precautions to keep NBK Card details and security details relating to Cardholder's NBK Card, Apple Pay Wallet Services and Eligible Device (including Cardholder's Device Passcode, fingerprint and/or any other biometric credentials) stored in Cardholder's Eligible Device and/or any cloud storage platform safe and exercise Cardholder's best efforts to prevent loss, theft or fraudulent use;

safeguard Cardholder's Apple Pay Wallet Services and Eligible Device at all times;

- do not allow anyone else to use or log into Cardholder's Eligible Device and Apple Pay Wallet Services;
- do not store anyone else's fingerprint or biometric credentials in Cardholder's Eligible Device;
- do not choose obvious numbers as Device Passcode (such as date of birth, telephone number, number with same digits or other credentials that can be easily guessed or share Cardholder's Device Passcode or write down or keep Cardholder's Device Passcode close to Cardholder's Eligible Device;
- do not install or launch Apple Pay Wallet Services 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 "jail broken" or "rooted" smartphone or device);
- Change the Device Passcode regularly and use alphanumeric code for Device Passcode;
- if Cardholder has already set up access to Cardholder's Eligible Device by way of Device Passcode or fingerprint or other biometric credentials, review this and ensure that Cardholder 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 Cardholder's own;
- delete Cardholder's NBK Card from the Apple Pay Wallet Services before Cardholder disposes of Cardholder's Eligible Device by, for example, selling or giving it to someone else or pass Cardholder Eligible Device temporarily to someone else, for example, for it to be repaired;
- Remove the NBK Card from the Apple Pay Wallet Services upon termination of Cardholder's NBK Card as provided in Clause 11 of these Terms and Conditions.
- Cardholder is fully responsible for any disclosure of Cardholder's NBK Card details, Device Passcode or other security details relating to Cardholder's Eligible Device, Apple Pay Wallet Services and NBK Card to any other person, even if such disclosure is accidental or unauthorized. Cardholder is required to bear all risks and consequences of Cardholder's Apple Pay Wallet Services and Card use by unauthorized persons or for unauthorized purposes until such unauthorized use has been reported to the Bank.
- Cardholder is responsible for any amount which may be charged on Cardholder's mobile carrier and Cardholder agrees to be solely responsible for such fees.
- An active internet connection may be required to make purchases in-store using Cardholder's NBK Card. If Cardholder is able to make in-store purchases without an active internet connection, the number of transactions Cardholder will be able to conduct in this manner may be limited, after which Cardholder will need to connect to the internet to make additional purchases. Any applicable transaction limit will be displayed on Bank's website or the Apple Pay Wallet Services Provider's website and may change from time to time.

7. Loss, Theft or Misuse

If Cardholder notices or suspects any loss, theft, unauthorized possession, control or use of Cardholder's NBK Card or Eligible Device, or if Cardholder believe that someone else has used Cardholder's NBK Card or Eligible Device, or has discovered the security details of Cardholder's Eligible Device, Apple Pay Wallet Services or NBK Card or the security of Cardholder's NBK Card, Mobile Wallet or that the Eligible Device has been compromised in any other manner, cardholder must immediately notify the NBK Card Centre, or any branch of the Bank, or by calling 24) 17155555 Hours), or by sending a mail to P.O.Box 5290, Manama, Kingdom of Bahrain. The Bank's liability to the transactions undertaken on the NBK Card shall be effective as of the date of the Cardholder's notification of loss, theft or misuse.

Cardholder will be liable for all unauthorized Card Transactions made by Cardholder's NBK Card before the Bank receives the report of loss, theft, disclosure or unauthorized use of Cardholder's Card.

If Cardholder report loss, theft, disclosure or unauthorized use of Cardholder's NBK Card in accordance with this Clause 7, Cardholder will not be liable for subsequent unauthorized use unless:

Cardholder knowingly (whether or not voluntarily) permitted any other person to use Cardholder's Apple Pay Wallet Services or NBK Card or Eligible Device or

Cardholder has acted fraudulently or with gross negligence in using or safeguarding Cardholder's Apple Pay Wallet Services, NBK Card or Eligible Device (without limitation, Cardholder's failure to follow any of the security measures recommended by the Bank from time to time regarding the use or safekeeping of Cardholder's Apple Pay Wallet Services, NBK Card or Eligible Device may be treated as gross negligence), in which case Cardholder will be liable for all Card Transactions.

8. Limitation of Bank's Liability

Cardholder acknowledges and accepts that the Apple Pay Wallet Services is made available to Cardholder by the Apple Pay Wallet Services Provider on Eligible Devices. The Bank is not the provider of Cardholder's Mobile Wallet, and therefore the Bank is not responsible for providing the Mobile Wallet services to Cardholder. The Bank has no control over the Apple Pay Wallet Services platform or Cardholder's Eligible Device. The Bank is therefore not responsible for any failure of the Apple Pay Wallet Services or Cardholder's Eligible Device, or Cardholder's inability to use the Apple Pay Wallet Services or Cardholder's Eligible Device for any transaction. The Bank is also not responsible for the performance or non-performance of the Apple Pay Wallet Services Provider or any third parties that may impact Cardholder's use of the Apple Pay Wallet Services. The Bank is not responsible for any loss that Cardholder may suffer or incur in relation to Cardholder's use or inability to use Cardholder's Apple Pay Wallet Services (including Cardholder's NBK Card).

The Bank is not liable to refund Cardholder for any unauthorized transactions where Cardholder fails to take appropriate security measures including those provided in Clause 6 of this Terms and Conditions.

9. Cardholder's Personal Data

By registering, adding and using the NBK Card in Cardholder's Mobile Wallet, Cardholder acknowledges that certain NBK Card account information may be transmitted to and stored within Cardholder's Eligible Device, SIM card, with the Apple Pay Wallet Services Provider and/or on the system of a third party working with the Apple Pay Wallet Services Provider, for purposes of the Apple Pay Wallet Services. Such information may be used by the Apple Pay Wallet Services Provider and/or the third party working with the Apple Pay Wallet Services Provider. The Bank shall not be responsible and have no control of the privacy and security of Cardholder's personal data and information provided by Cardholder to the Apple Pay Wallet Services Provider which is governed by the privacy policy of and any agreement Cardholder may have with the Apple Pay Wallet Services Provider.

10. Fees and charges

All applicable fees and charges that apply to Cardholder's NBK Card will also apply to the NBK Card registered on Apple Pay Wallet Services.

Cardholder will bear all fees, charges and expenses imposed by any mobile phone service provider, telecommunications provider, retailer or the Apple Pay Wallet Services Provider for or in relation to Cardholder's adding, activating or using the NBK Card or for making transactions using Cardholder's Apple Pay Wallet Services and the NBK Card.

11. Termination of Card

Cardholder shall follow the instructions of the Apple Pay Wallet Services Provider to remove Cardholder's NBK Card from the Apple Pay Wallet Services should Cardholder wish to terminate the NBK Card. Termination of the NBK Card will not terminate the physical NBK Card unless Cardholder also terminates it in accordance with the General Terms and Conditions of Account and Credit Cards Terms and Conditions

The Bank has the right to suspend, freeze or terminate Cardholder's NBK Card under the General Terms and Conditions of Account and Credit Cards Terms and Conditions. These rights will be extended to Cardholder's NBK Card registered on Apple Pay Wallet Services. Cardholder's Card will be suspended, frozen or terminated at the same time if Cardholder's physical NBK Card is suspended, frozen or terminated under the General Terms and Conditions of Account and Credit Cards Terms and Conditions. Cardholder agrees that the Bank will not be liable to Cardholder or any third party for any suspension, freezing or termination of Cardholder's use of any NBK Card.

The Bank will also have the right to suspend, freeze or terminate the use of a NBK Card if Cardholder's Apple Pay Wallet Services has been suspended, frozen or terminated by the Apple Pay Wallet Services Provider for any reason, or if Cardholder has made a report to the Bank.

Upon termination of NBK Card whether by Cardholder or by the Bank, Cardholder must remove the NBK Card from Cardholder's Apple Pay Wallet Services based on the instructions provided by the Apple Pay Wallet Services Provider. Cardholder should contact the Apple Pay Wallet Services Provider if Cardholder has any question on how to remove the NBK Card or the Apple Pay Wallet Services from Cardholder's Eligible Device.

Cardholder is responsible for all Card Transactions whether or not authorized by Cardholder unless and until Cardholder has removed the NBK Card from Cardholder's Apple Pay Wallet Services and Eligible Device upon termination.

Termination of the Card on its own will not affect the physical NBK Card which will continue to be governed by the General Terms and Conditions of Account and Credit Cards Terms and Conditions

12. Notices & Variation of this Addendum

The Bank reserves the right to cancel or amend these terms and conditions at any time as per the Bank's sole discretion by giving a minimum of 30 days' notice. Any amendments to the Terms and Conditions will be notified to the Cardholder as deemed appropriate by the Bank in line with the CBB guidelines.

13. Third Party Right

No person other than Cardholder and the Bank will have any right to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

14. Governing Law, Jurisdiction and Versions

These Terms and Conditions shall be governed by, and construed in accordance with the applicable laws of the Kingdom of Bahrain.

The Cardholder agrees to irrevocably submit to the non-exclusive jurisdiction of the courts of the Kingdom of Bahrain to rule on any dispute in relation to these Terms and Conditions.

In the case of conflict between the English and Arabic versions of these terms and conditions, the Arabic shall prevail.

15. General Provisions

If the Cardholder has any questions or complaints about their NBK Card, please visit Bank's website (www.nbk.com/bahrain). If the Cardholder question or complaint is about the Apple Pay Wallet Services, please contact the Apple Pay Wallet Services Provider using the contact information provided by the Apple Pay Wallet Services Provider.